



# Domestic Policy Wording



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## SECTION 1: HOW YOUR DOMESTIC INSURANCE POLICY IS MADE UP

### 1. Your Domestic Insurance Policy Contract

This policy is an insurance contract between you and Renasa Insurance Company Limited (also referred to as 'the insurer' 'us' 'we' and 'our' in this contract). In return for paying your premium, we will pay all valid claims if you comply with the terms and conditions of this policy. There are events and property that are not covered, or limits imposed on the amounts payable.

### 2. The information used to make up this Policy Contract

Consist of **The Policy Terms and Conditions**, **The Policy Schedule** and your **Proposal Information**.

The information contained in these documents form the entire contract between you and us. Only the promises and statements contained in these documents validate this policy contract. The promises or statements may be made by you or us.

- **The policy terms and conditions (this document)**

Details of your rights and duties as well as our rights and duties, how to claim and all of the events and items that are and are not covered are included in this document

- **The policy schedule**

The policy schedule contains the information that is particular to you. It includes the type of cover that you have selected, the amounts you requested cover for, the premiums you must pay and the first amounts payable by you in the event of a claim. It also contains details of the extensions that are applicable to each section and their limits as well as any specific conditions or requirements that have been imposed by us that are not included in the policy document.

If there are any changes made to your cover, they will be set out on an updated policy schedule that will be sent to you.

- **Your proposal information**

This is the information that is given to us by you when you requested cover. It will be information that is gathered from an application form or proposal form, online, by a voice logged conversation over the telephone or through an intermediary. It will be confirmed in writing by you and will be used to calculate the premiums to be charged to you as well as any specific requirements or conditions regarding the provision of cover by the Insurer.

*(for example: the requirement for additional security against lightning strikes on a building or the contents, or an alarm system against theft from your property, or a satellite tracking device to be installed in your motor vehicle)*

## SECTION 2: DEFINITIONS AND GUIDELINES FOR INTERPRETATION OF YOUR POLICY

### DEFINITIONS

The words highlighted in *italics* below on the left have their meaning given on their right-hand side. There are also definitions in each section that are specific to the types of cover. Words that are defined in the policy are underlined, except for the words 'you' and 'we'. However, 'you' and 'we' are underlined when defined in a specific section.

***You, your, yourself*** - The insured person named on the schedule, including your spouse your immediate family who live with you and who are financially dependent on you and any dependants that you are legally responsible for. 'Spouse' means a person who is your partner in any marriage, civil union or customary union recognized by South African law or is living with you in a relationship that is intended to be permanent.

***We, us, our or the Insurer*** - Renasa Insurance Company Limited being a licensed short-term insurer in terms of the Insurance Act and incorporated with limited liability in accordance with the company laws of the Republic of South Africa.

***Beneficiary*** - The person *you* choose and whose name appears on the schedule to receive compensation if *you* die.

***Sum Insured, Limit of Liability or Maximum amount of cover*** - The amount shown on the schedule that will be the most paid out in the event of a valid claim.

***Exclusion*** - An event, loss or damage that is not insured.

***Accident or Accidental*** - An unplanned and unfortunate event caused by external, visible and violent means that might result in damage, loss, injury or death.

***Period of Cover*** - The days that cover is provided for as shown on the schedule.

***Start date*** - The day that the policy or specific section of cover begins for the first time that is shown on the schedule.

***Anniversary date*** - The date 12 months after the start date of the policy unless the schedule states differently.

***Excess or First Amount Payable*** - The amount you are responsible for paying towards your own claim that is shown on the schedule.

***Third Party*** - Any person other than *You* (as defined above).

***Warrant*** - Guarantee, facts or conditions that can be relied on as true.

***Territorial Limits*** - Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Malawi, Mozambique, Zambia and Zimbabwe.

***Unoccupied*** - When all residents are away from home temporarily but have the intention to return.

***Consequential loss*** - Loss or damage that arises as a result of a covered event.

***Act of violence*** - Murder, assault, robbery, rape, hijacking, armed hold up, violent theft or attempted theft.

***SASRIA SOC LTD*** - Special Risks Insurance company set up by the South African government to cover loss or damage to property from riots, strikes, public disorder, labour disturbances, civil action, lockouts or similar events that occur in South Africa only.

**Reinstatement Value:** The amount payable shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior. You may choose within 6 months of the date of loss or damage, to reinstate the building on the same site (or on another site and in the way you want subject to our liability not being increased) as near as possible to its condition when new, provided that:

- a. the reinstatement must be started and finished within twelve consecutive months of the loss.
- b. we will settle in terms of our discretion to replace, reinstate, repair, rebuild or may pay cash.
- c. the basis of indemnity for loss or damage to the insured property will be the current replacement value of similar new property on the same site but limited to the insured amount shown on the schedule.
- d. we will not be liable for the costs of reinstatement exceeding the cost which would have been payable had you not elected to exercise your option to reinstate until such cost has been incurred by you.

## **GUIDELINES TO INTERPRETATION**

### **1. Singular and plural**

Words in the singular include the plural. Words in the plural include the singular.

### **2. Headings**

Headings are aids to reading and understanding and are not terms themselves.

### **3. Examples**

Examples are aids to understanding the meaning of terms and conditions. They are not terms or conditions themselves. The terms or conditions do not apply only to the situations and facts given in the examples or to similar situations and facts.

### **4. Calculating days**

Where any number of days is given those days are counted to include the first and last day.

### **5. Legal responsibility**

A legal responsibility (liability) is a duty imposed on someone to do something, whether imposed by the law or created by agreement.

### **6. Including**

The word 'including' must be interpreted as introducing an example list and not limiting the list or excluding additions to it.

### **7. Reference to laws**

When there is a reference to a law or to a section of a law the meaning shall be that law or section of that law as amended, repealed or replaced.

### **8. Forms of words**

Words used in one form have their corresponding meaning when used in another form. For example: 'to claim', 'claiming' and 'claimed' have the same meaning; 'you', 'yours' and 'your' have the same meaning and 'we', 'us' and 'our' have the same meaning.

### **9. May, may not and might**

The word 'may' means 'is entitled to' or 'are entitled to'. 'May not' means 'is not entitled to' or 'are not entitled to'. The word 'might' express possibility.

## SECTION 3: GENERAL TERMS, CONDITIONS AND EXCEPTIONS OF YOUR POLICY

### GENERAL AND SPECIFIC TERMS AND CONDITIONS

1. There are general and specific terms, conditions, exclusions and extensions to this policy
2. General terms, conditions and exclusions apply to every section of the policy including the extensions. They are set out in this section. Specific terms, conditions, exclusions and extensions apply to the types of cover that you buy. They are set out in the specific sections.

### THE GENERAL TERMS AND CONDITIONS APPLY SEPERATELY TO EACH SECTION

3. The terms and conditions of this policy apply separately to each of the sections. Not complying with a term or condition under one section does not affect cover under another section.

### YOUR DUTIES UNDER THIS POLICY

#### 1. To give relevant, complete and true information

##### 1.1 How we use the information

- You must give us relevant, complete and true information about yourself, the people you represent under this policy and the items that you ask us to cover. We use this information to calculate your cover and premiums.
- Relevant information is information that a reasonable person would consider is important to give to an insurance company to calculate premiums and cover.

##### 1.2 How we obtain information

- We obtain information over the phone, by email, by letter, on a proposal form or online at any time before or during cover. If you authorize anyone else to act on your behalf it is your responsibility to make sure that the information, we receive is relevant, complete and true

##### 1.3 Inform us of any changes

- You must immediately inform us if there are any changes to the information that we have on record for you, the people you represent or the items that we cover.
- You must check your schedule. It is your responsibility to ensure that the details we have for you are correct and meet your requirements.

#### 2. Important Policy Information and Client Responsibilities

**2.1** Please read your policy carefully and let your broker know of any changes and/or further information you require.

**2.2** Ensure that you understand the contents of all the documentation, and please pay special attention to all the policy exclusions.

**2.3** Ensure that all details contained in the policy schedule are correct. It is vital that you inform us or your broker if you pay your insurance premium monthly and you change:

- your bank or financial institution.
- the branch of your bank or financial institution; and/or
- your account number.

If you do not advise us about changes, your premium debit will not be processed, and we cannot guarantee continuance of your insurance cover.

**2.4** Failure to observe any of the terms and conditions or to provide true and complete information, may negatively impact your policy and any claims.

#### 3. To pay your premiums in time

The schedule will show if your premium is to be paid monthly or yearly. Payment may be made by cash, debit order or electronic funds transfer (EFT)

##### 3.1 Premiums are to be paid in advance

**Monthly policies:** The premium must be paid on the first day of every month, unless otherwise agreed in writing. If we do not receive your first premium on the due date the policy will be cancelled with immediate effect.

If we do not receive your second or subsequent premiums by the due date a 31 (thirty one) day grace period will be

granted by the Company from such due date for the payment of the outstanding premium. A debit order will be submitted at the next due date for collection of the unpaid debit order and the premium for the next month. If full payment of the double debit is not received your policy will be cancelled automatically from the original due date. Should you have a claim(-s) during the grace period of 31 (thirty one) days, the Company will not process any claim(-s) until you have paid all of the outstanding premiums.

**Annual policy:**

The premium is due and payable on or before the inception or renewal date as the case may be. If we do not receive the premium within 31 (thirty one) after the due date the policy will lapse automatically, and cover will terminate from 24h00 on the day before the due date.

Should the policy lapse, it cannot be reinstated and/or cover backdated should payment be tendered after the grace period of 31 (thirty one) days and a new policy will be issued with an inception date of that when premium was received.

**3.2 Unpaid premiums**

- **If you cancel or stop payment** on your debit order, your cover will automatically end on the last day of the month that we received premium for,
- **If our debit is returned due to insufficient funds**, we may allow you to make immediate payment of the outstanding premium by electronic funds transfer to our nominated bank account or, with mutual consent, collect the outstanding premium the following month together with the new month's premium. If we still cannot collect this premium, the cover will end on the last day of the month that we received a premium for.

**4. To pay the excess if you have a valid claim**

Each section of this policy will have an amount that you must contribute towards your claim. This is called an **Excess** or a **First Amount Payable**. The amount is shown on the schedule and is compulsory and applies whether you are at fault or not.

Where we pay you a cash amount to settle your claim, we will take off the **excess** from the amount we pay to you. If we pay a product or service provider directly for your claim you must pay the **excess** to that product or service provider.

**5. To care for your insured items**

- 5.1** You have a duty to care for the items that we cover.
- 5.2** You have a duty to take all reasonable steps to prevent theft, loss or damage, bodily injury and accidents.
- 5.3** You have a duty to not be reckless or deliberately cause any theft, loss or damage, bodily injury and accidents.
- 5.4** After an event that we cover takes place you have a duty to take all reasonable steps to prevent further loss or damage.

**6. To not admit responsibility to third parties**

After an event that we cover has taken place you must not tell any **third party** that you were at fault for the event, make any promises to anyone relating to the event or offer to pay their claim against you. Because if you do any of these you can open yourself up to claims against you by a **third party**. By admitting responsibility, you could negatively affect our negotiations with third parties.

**YOUR RIGHTS UNDER THIS POLICY**

**1. To cancel the policy or any section of it**

This Policy or any Section may be cancelled at any time by the Insured or by the Insurer, provided that:

- (a) in the event of cancellation by the Insurer 31(thirty-one) day's notice thereof be given in writing to his/her/their last known address;
- (b) in the event of cancellation by the Insured, immediate notice thereof be given in writing; and should premium be paid at a frequency of more than one premium per annum the Insurer shall on cancellation retain all such premiums paid.

Should the premium, however, be paid annually, the Insurer shall on exercising its right of cancellation, return to the Insured the premium less the pro rata portion thereof for the period the insurance has been in force, but should the Insured request cancellation, the Insured shall be entitled to a return of the premium less premium at the Insurer's short period rates for the time the insurance

has been in force. On cancellation by the Insurer, the Insured shall be entitled to claim a pro-rata proportion of the premium for the remainder of the period of insurance from the date of cancellation, subject to the Payment of Premium clause hereunder. We will not accept claims for events that happen after the cancellation date. If you only cancel one section, you will still have cover for any remaining sections.

## 2. To claim after an event happens – only you have the right to bring a claim under this policy

### 2.1 Process for claiming

- a. Immediately report all accidents and crimes to the police (including lost or stolen cell phones).
- b. Tell us as soon as reasonably possible about any event that could lead to a claim, ***including any possible claim against you by a third party.*** Even if you do not intend to claim yourself, we need to be aware of the circumstance so that we can manage the costs of any future claims by a third party.
- c. You must take all reasonable steps after a motor vehicle accident or a crime to establish who was responsible. Reasonable steps would include:
  - (i) Getting the names and contact details of the drivers of any other vehicles involved in the accident.
  - (ii) Getting details of the other vehicles (make, model, colour and registration number).
  - (iii) Getting the names and contact details of any witnesses if possible.
  - (iv) Take photographs of the motor accident scene and damaged vehicles if possible.
- d. Complete and submit our claim form in full, with supporting documents, in writing within 30 days of the event.
- e. Provide proof of purchase, affidavits or information that we ask you for during the claims process. We will reimburse you for reasonable costs to obtain any proof and information that we need to process your claim up to the amount stated in your schedule for Claims Preparation Costs.
- f. Tell us if you have any other insurance policy that might cover the same event that you are claiming for.

## 3. If your claim is rejected

On the happening of any event which may result in a claim under this policy the Insured shall, at their own expense: give notice thereof to the Insurer as soon as reasonably possible and provide particulars of any other insurance covering such events as are hereby insured;

- a) as soon as practicable after the event inform the police of any claim involving theft or (if required by the Insurer) loss of property and take all practicable steps to discover the guilty party and to recover the stolen or lost property;
- b) as soon as practicable after the event, but not later than 30 (thirty) days after becoming aware of the loss, submit to the Insurer full details in writing of any claim;
- c) give the Insurer such proof, information and sworn declarations as the Insurer may require and forward to the Insurer immediately any notice of claim or any communication, writ of execution, summons or other legal process issued or commenced against the Insured in connection with the event giving rise to the claim.
- d) No claim (other than a claim under the fidelity or the personal accident (assault) extension under the money section, if applicable) shall be payable after the expiry of 24 (twenty four) months or such further time as the Insurer may allow from the happening of any event unless the claim is the subject of pending legal action or is a claim in respect of the Insured's legal liability to a third party.
- e) If, after the payment of a claim in terms of this policy in respect of lost or stolen property, the property (the subject matter of the claim) or any part thereof is located, the Insured shall render all assistance in the identification and physical recovery of such property if called on to do so by the Insurer, provided that the Insured's reasonable expenses in rendering such assistance shall be reimbursed by the Insurer. Should the Insured fail to render assistance in terms of this condition when called upon to do so, the Insured shall immediately become liable to repay to the Insurer all amounts paid in respect of the claim.

- f) If the Insurer rejects or disputes the Insured's claim or the amount of the claim, the Insurer will give the Insured notice of their reasons for their decision and inform the Insured that they may make representations to the Insurer within 90 (ninety) days after the date of the notice.

In addition:

The Insured must provide satisfactory proof of any loss claimed for.

After the expiry of the 90 (ninety) days referred to above, the Insured has a further 6 (six) months to institute legal action against the Insurer.

If the Insured does not serve summons on the Insurer within this time, the insured will lose the right to challenge the Insurer's decision.

**4. Reinstatement of cover after a claim (Applicable to Sections Homeowners, Householders, Personal legal liability and Extended personal legal liability)**

We will not reduce your Sum Insured or Limit of Indemnity following payment of any claims and we will not refund any premium for the remainder of the period of cover that applies to the event claimed for.

**COMPLAINTS HANDLING PROCEDURE**

You may contact our Internal Dispute Resolution Department in the following ways in order to lodge your dispute regarding a claim, or any general complaint:

**Email:** [complaints@renasa.co.za](mailto:complaints@renasa.co.za)

**Telephone Number:** 011 380 3084

**Physical Address:** Auto & General Park, Riverglen, Dainfern, 2191

In accordance with the Policyholder Protection Rules, you will as a first step have 90 days to dispute the outcome of your claim by contacting our Internal Dispute Resolution Department. Immediately following this 90-day period you have a further six months to serve summons on us. If you do not do so within this time period, your right to challenge the decision will be forfeited.

We guarantee that your dispute will be dealt with in an efficient manner and will be reviewed by way of an impartial review process. We encourage you to first make use of our Internal Dispute Resolution Department in an attempt to resolve your dispute promptly. Once our Internal Dispute Resolution Department has dealt with your dispute and should the outcome of the dispute not be in your favour, then you may within a further period of six months contact the contact the National Financial Ombud Scheme of South Africa ([www.nfosa.co.za](http://www.nfosa.co.za)).

For any compliance/non-compliance matters relating to FAIS or the financial services rendered, you may contact the FAIS Ombudsman ([www.faisombud.co.za](http://www.faisombud.co.za)).

**OUR DUTIES UNDER THIS POLICY**

**1. To pay for any valid claim**

We pay for valid claims under this policy by any of the following or a combination of them:

- Paying the costs to repair the loss or damage
- Replacing the lost, damaged or stolen item
- Paying you for the lost, damaged or stolen item
- Negotiating and settling any **third-party** claims

**2. Value Added Tax is Included (VAT)**

All amounts referred to in this policy include VAT:

- Premiums

- b. Sums Insured, Limits of Liability
- c. Amounts we pay
- d. Excesses or First Amounts Payable

## **OUR RIGHTS UNDER THIS POLICY**

### **1. To share your personal information**

In order to provide you with the required service we are required to process your personal information and will do so lawfully in accordance with our business requirements and legal obligations. You acknowledge that the personal information may be verified and/ or processed for insurance, financial services and risk management purposes by the TIH Group of companies against any other reasonable and legitimate sources or database to ensure the accuracy and completeness of any personal information provided on an ongoing basis. We will process your personal information for the following purposes:

- Quoting, underwriting, pricing, servicing and executing of insurance and other financial services;
- Assessment of financial and insurance risks;
- Assessment and processing complaints;
- Development and improvement of products and services;
- Credit references and/or verification of personal information;
- Fraud prevention and detection;
- Market research and statistical analysis;
- Audit & record keeping;
- Compliance with legal & regulatory requirements;
- Sharing of information with service providers and other third parties we engage to process such information on our behalf or who we render services to us; and
- Sharing of insurance and claims information with other insurers and industry bodies for legitimate reasons such as fraud prevention and claims validation. We may transfer your personal information outside the borders of South Africa if required to provide any of the services. You may access your personal information that we hold and may object to the processing of your personal information or request us to correct any errors or to delete this information if there is no legitimate reason for us to maintain the information. Please view our privacy and access to information manual on our website for further information

### **2. To cancel the policy or any section of it**

We have the right to cancel this policy or any section of it at any time by giving you 31 days' notice, in writing, of our intention to do so. We will refund the portion of your premium that you have paid in advance for cover after the cancellation date. If we only cancel one section you will still have cover for the other sections.

### **3. To amend the terms and conditions**

If you do not give us relevant, complete and true information or if you do not immediately inform us of any changes relevant to the cover provided by this policy we have the right to do any one or more of the following:

- a. Change the terms and conditions of your policy.
- b. Void your policy (treat it as if it had never started). In this case we will refund your premiums.
- c. Not pay any claim.
- d. Recover from you any amounts that we have paid for previous claims if they were based on incomplete or false information.

### **4. To take possession of damaged or recovered items**

If we have settled a claim, we have the right to take possession of the damaged or recovered item and treat it as our own property. This means that we may dispose of the item in any way we see fit.

### **5. To conduct legal and settlement proceedings in your name**

We have the right to take over and conduct any legal proceedings and settlements in your name. We have the right to do so before or after we have paid a claim. You are required to provide any reasonable assistance that we might need to give effect

to this right and we shall pay your reasonable expenses for providing this assistance.

## **GENERAL EVENTS AND ITEMS NOT COVERED**

We do not cover the following events and items under any part of this policy. You must also refer to the various sections of this policy for the specific events and items that we do not cover.

### **1. We do not pay for claims or events that occur outside the Territorial Limits**

We do not pay for claims for loss or damage that happens outside the **territory** (Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Malawi, Mozambique or Zambia), unless we specifically state that we do in any section of the policy.

We do not pay for claims for damages awarded by a court that is outside the Republic of South Africa.

### **2. We do not pay for fraud, dishonesty, misrepresentation or wilful acts**

We do not pay for claims that are based on or are a result of fraud, dishonesty or misrepresentation. Misrepresentation means giving misleading or incorrect facts. For example:

- a. If you or anyone acting on your behalf deliberately exaggerates the amount or size of a claim or,
- b. If documents and information are created by you or any person acting on your behalf, to support a claim, are not true or are fraudulent

If we pay a claim and then discover that the claim was based on fraud, dishonesty or misrepresentation you must pay back the amount that we have previously paid you and your policy will be cancelled.

### **3. False Pretence**

This policy does not cover loss or damage resulting directly or indirectly from an actual or purported exchange, cash or credit sale agreement including theft by false pretence. False pretence refers to the act of making misleading statements about past or present facts with the intention of deceiving another party or the criminal act of acquiring ownership or possession of someone else's property through deceptive means.

### **4. We do not pay if you break the law**

We do not pay for claims arising from you deliberately breaking the law. This includes provoking an assault, disturbing the peace or any intentional misconduct.

### **5. We do not pay for mechanical, electrical or electronic breakdown**

We do not pay for mechanical, electrical or electronic breakdown unless specifically covered by Section 7.

### **6. We do not pay for depreciation after repairs**

We do not pay for the depreciation of value of an item because of repairs carried out after an event.

### **7. We do not pay for consequential loss**

**For example: You collide with a pothole but do not get out of your vehicle to check the damage. You therefore don't realize that there is water leaking from your radiator and you continue driving. Your engine seizes because of the damage to the radiator. Direct loss is the damage to the radiator. Consequential loss is the damage to the engine which is not covered.**

### **8. We do not pay for loss or damage for certain causes (unless specifically stated to be covered)**

We do not pay for loss or damage by or from:

- 8.1 Wear and tear
- 8.2 Any cause that happens gradually over a period of time
- 8.3 Decay and deterioration
- 8.4 Rust and corrosion
- 8.5 Mould or mildew
- 8.6 Insects, parasites, moths, rodents, vermin, termites and any other household pests
- 8.7 The process of cleaning, restoring, renovating or dyeing
- 8.8 Conditions of the atmosphere or climate or the action of light

**9. We do not pay for loss or damage caused by your own pets**

We do not pay for loss or damage caused by domestic or tamed animals that you keep as pets

The definition of pets does not include wild animals or livestock that live freely in their natural environment and are not confined in any way.

**10. We do not pay for claims or events covered by SASRIA**

We do not pay any claims for loss or damage from events covered by SASRIA. This cover is automatically included for all sections in this policy that you have taken cover on. The terms and conditions for SASRIA are at the end of this policy.

If we inform you that SASRIA does not cover the loss or damage that you are claiming for you will be responsible for proving that SASRIA does cover the loss or damage.

**11. We do not pay for any claims or events resulting from war, riots, labour strikes or terrorism** We do not

We do not pay for any claims for events resulting directly or indirectly from any one or more of the following:

**11.1** Labour disturbances, riots, strikes, lockouts, public disorder, or any acts that are aimed to cause these.

**11.2** War and warlike activities, for example: invasion, acts of foreign enemies, civil war (whether war is declared or not).

We do not pay for events related to war, whether or not a fund has been established under the War

Damage Insurance and Compensation Act No 85 of 1976 or any similar law in any country to which this policy applies.

**11.3** Martial Law, mutiny, military uprising or a state of siege, or any event which might be the cause of these.

**11.4** Revolution, including protests, rebellion, civil disobedience and inciting fear in the public.

**11.5** Acts or attempts to overthrow the government or any local or tribal authority by force or through fear, terrorism or violence.

**11.6** Events resulting directly or indirectly from 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 acting alone or in a group. It includes any acts committed for political, religious, personal or ideological reasons.

**11.7** The acts of any lawfully established authority to control, prevent, suppress or otherwise deal with any of the activities listed above.

**12. We will not be liable:**

For any legal liability, loss, damage, cost or expenses nor will we provide any cover or benefit for any business or activity to the extent that such cover or benefit and/or any such business or activity would violate any applicable economic or trade sanction law or regulations of the United Nations and/or the EU/EEA and/or the United States of America and/or any other applicable national economic or trade sanction laws or regulations.

**13. We do not pay for confiscation by lawful authorities**

We do not pay for claims for loss, attachment, damage, bodily injury or legal liability if a lawful authority takes the insured items For example: a lawful authority confiscates, seizes, attaches, impounds, nationalizes or commandeers the items.

**14. We do not pay for claims related to asbestos**

We do not pay for claims resulting directly or indirectly from the effects of asbestos or silica on your health.

**15. We do not pay for claims related to nuclear material**

We do not pay for claims resulting directly or indirectly from any of the following:

**15.1** ionising radiation and 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

**15.2** Contamination from nuclear material in any form, including nuclear waste.

**15.3** Nuclear fission or fusion

**15.4** Nuclear weapons or nuclear explosion

We do not pay for these claims even if another event or cause contributed to the loss, damage, cost, expense, death or bodily

injury, or legal responsibility to third parties. This is regardless of which event or cause happened first

**16. We do not pay for legal responsibility to third parties related to contracts**

We do not pay for legal responsibility to a third party arising from a contract you entered into unless you would have been responsible even if there was no contract.

An exception is that we will not reject a claim if our rights have been negatively affected by a contract you have with a security provider if the contract relates to protecting your property.

**17. We do not pay for Contagious disease**

**OUTBREAK OF DISEASE**

This insurance does not cover any loss, damage, costs, or expenses resulting from any infectious disease epidemic as classified by the appropriate national or international body or agency and resulting in the imposition of quarantine, a restriction of the movement of people or animals, or in a travel advisory or warning. We will also not cover costs for loss, damage or expense incurred for clean-up, detoxifying, removal, monitoring or testing for communicable diseases.

**18. We do not pay for Grid Failure**

Grid failure is the total or partial loss of power on the Grid, usually caused by a fault that effects the national distribution of electricity, causing grid instability and the inability of the electricity supplier to sustain the national grid.

We will under no circumstance provide cover for any loss, damage, liability, cost, or expense of whatsoever nature, including any consequential losses in terms of any section of this policy, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any electricity grid interruption.

Electricity grid interruption means a total or partial interruption, interference, suspension, blackout, and/or failure of the electricity supply from the national, regional, or private, grid to the electricity grid of South Africa to any Business or household of the Insured by any cause whatsoever.

## SECTION 4: HOMEOWNERS

### DEFINITIONS

Whilst the following definitions relate to this section specifically, they must also be read in conjunction with the general definitions of this policy.

**Address of buildings** means the address shown on the schedule under **Homeowners Section**

**House** means the main residence at the address of buildings shown on the schedule and includes the following:

1. Garages and fixed carports,
2. Domestic workers living quarters that are completely walled and roofed,
3. Tool sheds,
4. Brick, tar, stone (not gravel), concrete and paved driveways, paths and patios,
5. Walls, metal palisades, gates and fences but not hedges,
6. Swimming pool structure or fabric, including safety nets and covers, but not portable swimming pools,
7. Spa baths, jacuzzis and sauna structure or fabric, including safety nets and covers,
8. Fixed machinery of swimming pools, spa baths, jacuzzis, and saunas,
9. Tennis and squash courts,
10. Water features and fixed garden ornaments,
11. Electric gates and garage doors,
12. **Geysers.** Geysers must comply to installed in accordance with the relevant regulations in force at the time of installation, on all warranties and new installation of geysers. Fixed storage water heaters (geysers) shall have a minimum energy efficient rating of Class B. (SANS) 151.
13. Fixed water tanks, water pumping machinery and borehole motors, irrigation systems, filtration systems used only for filtering or supplying water for domestic purposes,
14. Aerials, satellite dishes, solar panels, lightning conductors and security systems fixed to the home,
15. Fixtures and fittings including built in furniture and fitted carpets. This does not include any fixtures and fittings which belong to a tenants or for which the tenant is responsible.

**Wall Construction and Roof Construction** shown on the schedule will have the following meanings:

#### Wall Construction:

1. if described as Standard Construction it means built of brick, stone or concrete.
2. if described as Non-Standard Construction it means built of materials other than brick, stone or concrete.

#### Roof Construction:

1. will be described as slate, tile, concrete, asbestos, metal or thatch.

**Please note that if your house has a roof area that includes thatch which exceeds 10% of the roof area or a construction with a thatch roof, within 5 meters of the main residence. The roof construction of the main dwelling shall be deemed to be thatch.**

### EVENTS THAT WE COVER

1. Fire, lightning, earthquake or explosion
2. Storm, wind, water, flood, hail or snow
3. Impact by trees, vehicles, aircraft and other aerial devices and articles dropped from them
4. Impact by animals including wild animals that live freely in their natural environment
5. Breaking or collapsing of radio or television aerials, masts and satellite dishes

6. Bursting, overflowing and leaking of water apparatus, heating installations, geysers and pipes.
7. Theft and attempted theft but if the home is unoccupied, let or lent there must be visible, forcible and violent entry or exit into or from the house.
8. Malicious damage, but not whilst your house is lent, let or sublet.

## EVENTS AND ITEMS THAT WE DO NOT COVER

These exclusions are in addition to the General events and items not covered of this policy.

### 1. We do not pay for loss or damage to your house caused by:

- 1.1 Storm, wind, water, flood, hail or snow damage to hedges, retaining walls and windmills,
- 1.2 Theft, attempted theft and malicious damage by a tenant,
- 1.3 Full subsidence and landslip cover unless selected under optional extension 3,
- 1.4 If the house has been unoccupied for at least 60 consecutive days in the 12 months before the event, except if we were notified in advance, but there will be an additional excess of 10% of the claim,
- 1.5 Non-compliance with the requirements of the National Building Regulations or similar South African legislation applying at the time of erection or alteration,
- 1.6 Riot, rising damp or rise in the water table,
- 1.7 Weeds or roots,
- 1.8 Wear and tear or other gradually operating causes,
- 1.9 Chipping, scratching, disfiguration depreciation.
- 1.10 Lack of maintenance or by faulty design, workmanship or construction.
- 1.11 Damage caused by vermin, insects or any other animal or fungal cause.

### 2. We do not pay for undamaged items

We will not pay to replace an undamaged item if the only reason to replace it is to create a uniform effect throughout the house. We will use materials as similar as possible to the damaged items but we do not have to repair the house so that it is an exact match to the way it was before the loss or damage.

## CONDITIONS

These conditions are in addition to the General Terms and Conditions of this policy.

### 1. Your responsibility to get cover for the full replacement value of your house (Average condition)

Replacement value is the amount needed for the cost to repair or rebuild your house with similar new materials. This includes fees for professionals you might need to engage (such as demolition experts, architects and surveyors). If at the time of the loss or damage or claim we determine that the Sum Insured noted on the schedule is less than the replacement value then you are under insured. If you are under insured, we will not pay the full amount of the loss or damage. You will be your own insurer for the difference between the percentage of cover you bought and the full replacement value of your house.

**For example:**

**The cost to rebuild your house (including the costs referred to in 1. above and items 1 to 14 of the Definitions 1) amounts to R1,000,000. You insure the house for R500,000, which equates to 50% of the total replacement cost of your house. You incur storm damage to your house for R50,000 but we will only pay R25,000 less your excess because you were underinsured by 50%.**

### 2. We pay your lender first

If you have a mortgage bond registered over your house and the house is totally destroyed in a fire, we will pay the lender (mortgagee) before we pay you. We will pay the amount that you still owe to the lender, up to the sum insured or the limit of our liability in terms of this policy. If there is any balance over after paying the lender, we will pay it to you.

If this policy becomes invalid because you failed to comply with your duties in terms of this policy, we will still pay the lender if

they were unaware of this failure. The lender has a duty to tell us as soon as they become aware that you might be failing to comply with these duties.

### **3. Operating a business from your house**

You may conduct a business from your house subject to the following conditions:

- 3.1 You use the house as your main dwelling place,
- 3.2 The business consists only of offices or consulting rooms,
- 3.3 The business will not increase the risk of loss or damage to your house,
- 3.4 The house will not be used to accommodate guests or boarders for reward.

### **OPTIONAL EXTENSIONS TO THE COVER OF YOUR HOUSE (IF STATED IN THE SCHEDULE TO BE INCLUDED)**

#### **1. Geyser wear and tear**

We will compensate you, up to the limit of for Standard – R10,000 or Solar – R25,000, for the cost of repair or replacement of your damaged geyser, its parts and any concealed pipes caused by:

- 1.1 rust, decay, gradual deterioration or wear and tear
- 1.2 cracking, splitting, latent defects, faulty material and workmanship

We do not cover damage occurring in the first year of installation or damage covered by any guarantee

#### **2. Inflation**

We will increase the sum insured annually in line with inflation up to the limit stated on the schedule.

#### **3. Subsidence and landslip – extended cover**

We will pay you for loss of or damage to your house caused by subsidence or landslip or both up to the Sum insured stated on your schedule. However, you are not covered if this is caused by:

- 3.1 normal settlement, shrinkage or expansion of the building
- 3.2 structural alterations, additions or repair
- 3.3 the compaction of infill
- 3.4 defective or faulty design, materials or workmanship excavations other than mining operations
- 3.5 removal or weakening of support the building.

In addition, we are not liable for loss or damage to septic and conservancy tanks or drains and water courses unless the building is damaged at the same time by the same insured event.

Any damage that existed before your policy started.

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

Subsidence means sinking – it is the vertical, downward movement of soil. It includes settlement, which is a lateral movement.

Landslip means the sliding down of a mass of land. It is, in effect, a small landslide and it typically occurs on a slope.

### **AUTOMATIC EXTENSIONS TO THE COVER FOR YOUR HOUSE**

We automatically provide extra cover for the following events and items. The amount we pay is limited to the benefit that appears in the extension or the sum insured stated in the schedule.

- 1. Loss of Rent** – If you have a tenant in your house, we will pay up to 20% of the Sum Insured on the house for loss of rent if the house is not fit to live in because of the loss or damage that we cover. We calculate the loss of rent on the yearly rent or on the

rental value of the unfurnished house. We pay for only as long as is reasonably needed to make the house fit to live in again. We do not pay for loss of rent that arises while structural alterations are being made to the house.

- 2. Rent to live elsewhere** – If you are living in your house, we will pay up to 20% of the Sum Insured on the house for loss of rent if the house is not fit for you to live in because of the loss or damage that we cover. We calculate the loss of rent on the yearly rent or on the rental value of the unfurnished house. We pay for only as long as is reasonably needed to make the house fit to live in again. We do not pay for loss of rent that arises while structural alterations are being made to the house.
- 3. Demolition and Professional fees** - We pay up to a max of R50,000 on the house for professional fees and other rebuilding costs you incur after receiving our written consent to appoint the professionals.

Professional fees include one or more of the following:

- 3.1 Architects, Quantity Surveyors and Consulting Engineers fees,
- 3.2 Local authorities scrutiny fees,
- 3.3 Costs for the requirements of public authorities for repairing or rebuilding.

- 4. Glass and sanitary ware** – We pay up to 20% of the Sum Insured for repairing or replacing accidental breakage of:
  - 4.1 Fixed glass including mirrors,
  - 4.2 Fixed sanitary ware – excluding chipping, scratching or disfigurement.

**We only pay for this extension if the house is permanently occupied at the time of the breakage.**

- 5. Public utility supplies** – We pay the reasonable repair costs for repairing accidental damage to water, sewerage, gas, electricity and telephone connections that you are legally responsible for between the house and the public supply or mains connections.
- 6. Fire brigade charges** – We pay for the reasonable fees charged by firefighting authorities for the cost of extinguishing a fire that is damaging your house.
- 7. Demolition charges** – We pay up to a maximum of R50,000, for the costs of demolishing your house, removing the debris from the site and putting up hoardings needed for building operations.
- 8. Accidental Damage** – We pay for accidental physical loss of or damage to your house that is not otherwise covered up to R10,000 or the amount stated in the schedule.. This extension excludes damage caused by:
  - 8.1 Any gradual cause such as wear and tear, rust, mildew, mould, corrosion, or
  - 8.2 decay pests such as rodents, ants, vermin and moths, or
  - 8.3 Cleaning, repairing or restoring by any manner or method, or
  - 8.4 Chipping or denting or scratching, or
  - 8.5 Conditions of the atmosphere, climate or light.
  - 8.6 Damage caused by Power surge
- 9. Subsidence and landslip – limited cover** - We will pay you for loss of or damage to your house caused by subsidence or landslip or both up to the Sum insured stated on your schedule. However, you are not covered if this is caused by:
  - 9.1 normal settlement, shrinkage or expansion of the building,
  - 9.2 structural alterations, additions or repairs,
  - 9.3 the compaction of infill,
  - 9.4 defective or faulty design, materials or workmanship,
  - 9.5 excavations other than mining operations,
  - 9.6 removal or weakening of support,
  - 9.7 contraction or expansion of soil, clay or similar types of soil moisture or damp.

In addition, we are not liable for:

- a. loss or damage to swimming pools and surrounds, tennis courts, terraces, patios, paths, driveways, septic or conservancy

tanks, drains, water courses, walls, gates, posts and fences, retaining and screening walls – unless the building is damaged at the same time by the same event,

- b. loss or damage to solid floor slabs or any part of the building resulting from the movement of the slabs, unless the foundation supporting the external walls are damaged by the same cause at the same time,
- c. Any damage that existed before your cover started,
- d. work necessary to prevent further loss or damage from subsidence and landslip, except where appropriate design precautions were implemented during the original construction of the building or any subsequent additions to it.

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

Subsidence means sinking – it is the vertical, downward movement of soil. It includes settlement, which is a lateral movement.

Landslip means the sliding down of a mass of land. It is, in effect, a small landslide and it typically occurs on a slope.

**10. Security Guards** – We pay R10,000 of employing guards to safeguard your house after an insured event if it is required.

**11. Locks and Keys** – We pay up to R20,000 or the amount stated under limits and extensions for replacing locks or keys to your house if they have been lost, stolen or damaged (this extension includes card keys, remote control devices and the reprogramming of these devices).

**12. Removing fallen trees** - We pay R10,000 in any 12-month period to remove fallen trees or any part of fallen trees, from your property at the address shown on the schedule as your house, that have been damaged due to an event we cover. We do not pay for removing trees that you have cut down yourself or arranged to have cut down.

**13. Power surge** – We pay for damage to your house caused by power surges from accidental changes in the power supply by a public supply authority, up to the amount stated in the schedule. We do not pay for power surges caused by you not paying your electricity account.

We have the right to ask that the main electrical distribution boards in your house are protected with surge protectors, lightning arrestors or other protection devices installed to SANS 0142 specification and to remove cover for power surge if this is not done.

**14. Damage to the garden** – We pay R10,000 for the cost of landscaping and replacing any damaged trees, shrubs or plants in your garden after a valid claim. This is on condition that the claim is not the result of hail or building operations.

**15. Tracing of water leaks** – We pay R5,000 for the cost of tracing the source of a water leak at your insured premises, provided that it originated after your cover started. However, we will not pay for the actual repair of the leak once it has been located.

**16. Wheelchair-friendly alterations** – if you are accidentally injured during the period of insurance and become wheelchair-bound we will pay up to the limit stated under limits and extensions for alterations to enable you to continue accessing your house.

**17. Water leakage from underground pipes** – We pay for any additional charges on your municipal water bill that results from leakage of underground pipes on your premises subject to the following conditions:

- 17.1 the additional charge for the last quarter must exceed the average consumption for the last four quarters by at least 50%,
- 17.2 the additional charges are not caused by leaking taps, geysers, toilets and swimming pools or their pipes,
- 17.3 your building is not unoccupied for more than 60 consecutive days,
- 17.4 you immediately repair it at your own expense,

**We will not pay for more than two events every 12 months.**

**18. Wild animals** – We pay R20,000 for loss or damage to your building caused by wild animals. Wild animals will not be regarded as vermin for the purpose of the extension.

**19. Thatch Protection Warranty** - If the dwelling has a thatched roof or a thatch Lapa/structure is within 5m<sup>2</sup> of the insured dwelling or the thatched Lapa/structure size exceeds 10% of the m<sup>2</sup> of the roof size of the insured dwelling, the entire dwelling is a thatch risk, and the following warranties will apply:

- 19.1 A minimum of 1 (one) SABS approved lightning conductor.
- 19.2 (one) handheld 4.5kg SANS or DCP fire extinguisher installed and always accessible
- 19.3 Thatch must be treated with fire retardant chemicals at least every 5 years.
- 19.4 Thatch must be inspected, combed, and/or maintained by a professional company at least every 3 years.
- 19.5 All chimneys must be fitted with spark arrestors.
- 19.6 Surge protectors must be installed on all DB Boards and electrical outlets.

Should the above requirements not be met at the inception date of this policy, fire cover will be suspended.

**20. Buildings being built or altered** - We will cover alterations, additions and improvements to the insured dwelling specified on the schedule for an amount not exceeding 25% of the sum insured. However, you must advise us within 31 days of the start of the building activities or alterations, and we may require you to pay an additional premium.

Should there be any loss, damage or liability caused by the structural alterations, we will not compensate you for:

- 20.1 Structural damage
- 20.2 Glass & sanitary ware (i.e. toilets, baths, sinks)
- 20.3 Alternative accommodation (rent)
- 20.4 Homeowners' liability

We will also not compensate you for loss or damage because of your residence not complying with the National Building Regulations or any other laws or regulations that apply to building standards or maintenance.

## SECTION 5: HOUSEHOLDERS

### DEFINITIONS

Whilst the following definitions relate to this section specifically, they must also be read in conjunction with the general definitions of this policy.

**Risk Address** means the address shown on the schedule under Householders.

**Section Householders** means:

Household goods and personal possessions belonging to you and your family members who live with you inside the Main residence, garages, domestic workers living quarters and tool sheds at the Risk address or any other place where you are temporarily staying or employed.

**Wall Construction and Roof Construction** shown on the schedule will have the following meanings:

**Wall Construction:**

1. if described as Standard Construction it means built of brick, stone or concrete.
2. if described as Non-Standard Construction it means built of materials other than brick, stone or concrete.

**Roof Construction:**

1. will be described as slate, tile, concrete, asbestos, metal or thatch.

**Please note that if your house has a roof area that includes thatch which exceeds 25% of the roof area or a construction with a thatch roof, within 5 meters of the main residence, which exceeds 25% of the roof area. The roof construction of the main dwelling shall be deemed to be thatch.**

### EVENTS THAT WE COVER

1. Fire, lightning, earthquake or explosion,
2. Storm, wind, water, flood, hail or snow,
3. Impact by trees, vehicles, aircraft and other aerial devices and articles dropped from them,
4. Impact by animals including wild animals that live freely in their natural environment,
5. Bursting, overflowing and leaking of water apparatus, heating installations, geysers and pipes,
6. Theft and attempted theft but if the home is unoccupied, let or lent there must be visible, forcible and violent entry or exit into or from the house,
7. Malicious damage, but not whilst your house is lent, let or sublet to a tenant.

### EVENTS THAT WE DO NOT COVER

These exclusions are in addition to the General events and items not covered of this policy.

#### 1. We do not pay for loss or damage to your house caused by:

- 1.1 Storm, wind, water, flood, hail or snow damage to household contents in the open unless the items are designed to be in the open,
- 1.2 Loss or damage that arises out of a process where applying water is needed such as shampooing carpets,
- 1.3 Loss or damage that takes place if the house is unoccupied for 60 consecutive days or more in the 12-month period before a covered event occurs. Except if we were notified in advance, but there will be an additional excess of 10% of the claim. We may also request that a linked alarm be installed.

## 2. Limits and conditions for jewellery, watches, precious metals and gemstones

We do not pay more than 30% of the sum insured stated in the schedule for this section in respect of theft, loss or damage to jewellery, watches, precious metals and gemstones. Further we will not pay more than R10,000 for any single item unless you give us a valuation certificate from a professional jeweller or proof of purchase. The certificate or proof of purchase must be less than 3 years old and it must pre-date the loss or damage.

## CONDITIONS

### 1. Your responsibility to get cover for the full replacement value of your house contents (Average condition)

It is your responsibility to get cover for the full replacement value of all of your house contents. Replacement value is the amount needed to replace all your insured property with similar new property. If we determine that the sum insured stated in your schedule is less than the replacement value at the time of the loss, damage or claim then you are under insured. As a result, we will not pay the full amount of your loss or damage and you will be your own insurer for the difference between the percentage of the sum insured and the full replacement value.

**For example:**

**If the replacement value of your house contents is R400,000 and your sum insured is R200,000 you will be 50% underinsured. Therefore, if you submit a claim for R100,000 we will only pay you 50% of your claim less your excess.**

### 2. Special conditions for theft and break-in cover as specified on your policy schedule

#### 2.1 Burglar Bars and Security Gates

We will not cover you for loss or damage to your house contents and personal possessions as a result of theft or break-in unless your house or outbuildings have burglar bars protecting all of your opening windows and security gates protecting all of your doors leading to the outside of your house or outbuildings and there is visible damage to the burglar bars and security gates following the theft or break-in.

#### 2.2 Alarm system linked to a control room with armed response

If we state in the schedule that we require you to further protect your house contents and personal possessions by entering into a contract with a registered security service provider to install an alarm system which is linked to a control room with armed response, we require you or any person you have authorized to look after your house to:

- 2.2.1 Keep the alarm system maintained and in working order,
- 2.2.2 Keep all detectors free from obstruction,
- 2.2.3 Not bypass any detector or zone when the house or outbuildings are left unattended,
- 2.2.4 Activate the alarm system when the house or outbuildings are left unattended.

#### 2.3 Additional protection for jewellery, watches, precious metals and stones

We will not cover you for theft of any item of jewellery, watches, precious metals or stones that you are not wearing as part of your daily routine and that have a value of more than R20,000 per single item, if it is not kept in a locked and hidden safe that is securely attached to the wall or floor of your house.

#### 2.4 Firearms

We will not cover you for theft of any firearm from your house if you have not complied with the legal requirements for owning, using and safe-keeping of a firearm.

## AUTOMATIC EXTENSIONS TO BE COVERED FOR YOUR HOUSEHOLDERS

We automatically provide extra cover for the following events and items. The amount we pay is limited to the below amounts or sum insured stated in the schedule.

### 1. Food that deteriorates

We will pay R10,000 for your food that deteriorates if your fridge or freezer breaks down or because of power failure.

**2. Garden furniture and washing in the open**

We will pay you R10,000 limited to 2 claims in any 12-month period for your garden furniture or washing if is stolen whilst in the open at your house.

**3. Damage to guest's property**

We will pay R10,000 for loss of or damage to personal items belonging to any non-paying guests caused by an insured event in your house. This extension does not include money and negotiable instruments or any items insured by another policy.

**4. Money stolen from your home**

We will pay you R5,000 for your money stolen from your house provided there is proof of forcible entry.

**5. Personal documents, coins and stamps**

We will pay you R10,000 for theft of or damage to personal documents, coins and stamp collections by an insured event.

**6. Locks and Keys**

We will pay you R20,000 to replace locks and keys if they are lost or damaged.

**7. Fraudulent use of credit or bank card**

We will pay you R5,000 in any 12-month period for loss arising from the fraudulent use of your debit, credit or SIM cards by anyone who is not a member of your family or household provided you reported the loss to the police and the organization that issued the card to you within 24 hours and you complied with all of the terms and conditions of issue and use of the card.

**8. Golf Hole-in-one or Bowling Full-house**

If you are an amateur golfer who scores a hole-in-one or an amateur bowler who scores a full-house at any recognized golf or bowling club, we will pay you the amount stated in the schedule, if we receive written confirmation from the secretary of the club.

**9. Death from injury at your house**

If you or your spouse are injured by a fire or break-in at your house which results in death within 12-months we will pay your nominated beneficiary or your estate up to 18 years of age R5,000, over 18 but less than 76 years of age R10,000.

**10. Domestic employees belongings**

We will pay R10,000 for the loss or damage of your domestic employee's personal belongings following an insured event.

**11. Medical expenses**

We will pay up to the amount stated in your schedule or under limits and extensions for medical expenses incurred because of accidental bodily injury suffered by:

- 11.1 Anyone but you caused by your pet,
- 11.2 A guest or visitor because of a defect in your house,
- 11.3 A domestic worker in the course and scope of their employment with you.

We only pay for medical expenses that cannot be recovered from any other source.

**12. Veterinary expenses**

We will pay R5,000 for vet's costs for accidental bodily injury to pets injured in a road accident.

**13. Rent to live elsewhere**

We will pay 20% of sum insured for rent and alternative accommodation for you and your pets if your house is not fit to live in because of loss or damage from an event covered by this section for as long as is reasonably needed to make your house fit to live in again.

#### 14. House contents in transit for permanent change of address

We will pay for loss, theft or damage to your house contents that are being moved by a professional moving company between your house and a new permanent address that is caused by:

- 14.1 Fire, lightning or explosion,
- 14.2 The vehicle carrying your possessions being involved in an accident,
- 14.3 Theft or attempted theft from the vehicle carrying your possessions following visible, violent and forcible entry or exit.

#### 15. Breakage of mirrors and glass

We will pay for accidental breakage of mirrors and glass that are part of a stove, oven or furniture.

#### 16. Breakage of television sets, LCD's and LED's

We will pay for accidental breakage to television sets but not for mechanical or electrical breakdown.

#### 17. Emergency services

We will pay R10,000 for costs charged by any emergency service provider such as the fire brigade or ambulance service for responding to an insured event.

#### 18. Subsidence and landslip – limited cover - We will pay you for loss of or damage to your house caused by subsidence or landslip or both up to the Sum insured stated on your schedule. However, you are not covered if this is caused by:

- 18.1 normal settlement, shrinkage or expansion of the building,
- 18.2 structural alterations, additions or repairs,
- 18.3 the compaction of infill,
- 18.4 defective or faulty design, materials or workmanship,
- 18.5 excavations other than mining operations,
- 18.6 removal or weakening of support,
- 18.7 contraction or expansion of soil, clay or similar types of soil moisture or damp.

In addition, we are not liable for:

- a. loss or damage to swimming pools and surrounds, tennis courts, terraces, patios, paths, driveways, septic or conservancy tanks, drains, water courses, walls, gates, posts and fences, retaining and screening walls – unless the building is damaged at the same time by the same event,
- b. loss or damage to solid floor slabs or any part of the building resulting from the movement of the slabs, unless the foundation supporting the external walls are damaged by the same cause at the same time,
- c. Any damage that existed before your cover started,
- d. work necessary to prevent further loss or damage from subsidence and landslip, except where appropriate design precautions were implemented during the original construction of the building or any subsequent additions to it.

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

Subsidence means sinking – it is the vertical, downward movement of soil. It includes settlement, which is a lateral movement.

Landslip means the sliding down of a mass of land. It is, in effect, a small landslide and it typically occurs on a slope.

#### 19. Accidental damage

We will pay you for accidental physical loss of or damage to your insured property up to the sum of R10,000, or the amount stated in the schedule, while it is in your private house **excluding** loss or damage which is:

- 19.1 Payable in terms of the basic cover for this section Due to depreciation,
- 19.2 Gradual causes such as wear and tear, rust, mildew, mould, corrosion or decay Caused by household pests such as rodents, ants, vermin and moths,
- 19.3 Caused because of cleaning, repairing or restoring by any manner or method Caused to any tools, gardening implements, garden furniture,
- 19.4 Caused to automatic pool cleaning equipment,
- 19.5 Covered by any manufacturers guarantee, purchase agreement or service contract,

- 19.6 Caused by cracking or scratching of glass, glassware or any similar breakable article. This exclusion does not apply to jewellery, cameras, televisions or computer screens,
- 19.7 Caused by chipping or denting of furniture or domestic appliances Cost of reproduction of data of any kind.
- 19.8 Damage caused by power surge

**Limitation**

- a) Cell phones, iPads and laptops will be limited to R10,000 per incident.
- b) All other limits as stated in the schedule.

**20. Water Leakage**

We will pay R10,000 for water charges from a local authority for water lost through leaking pipes at the house subject to the following conditions:

- 20.1 The water meter reading is 50% or more over the average of your previous four readings,
- 20.2 You take immediate steps to repair the pipes affected when the leak is discovered by physical evidence or by abnormally high-water bill.

Please note that we will not pay for:

- a. More than two separate events in any 12 months period
- b. The cost of repairing leaking pipes,
- c. Loss of water from leaking taps, water heating apparatus or sanitary systems, swimming pool structures and inlet or outlet pipes,
- d. Loss of water if the house is unoccupied for more than 60 days.

**21. Security guards**

We will pay R10,000 for employing a security guard following an event that is covered until the house is secure again.

**22. Power surge**

We will pay for damage to your house caused by power surges from accidental changes in the power supply by a public supply authority, up to the amount stated in the schedule.

We do not pay for power surges caused by you not paying your electricity account.

We have the right to ask that the main electrical distribution boards in your house are protected with surge protectors, lightning arrestors or other protection devices installed to SANS 0142 specification and to remove cover for power surge if this is not done.

**23. House contents temporarily away from your house**

We will pay for loss of or damage to house contents caused by an event that is covered whilst temporarily away from your House at any of the following places:

- 23.1 An occupied private residence.
- 23.2 A guest house, hotel, club, holiday apartment, school, place of study or nursing home where you or a member of your family who normally resides with you is temporarily living.
- 23.3 A business premises where you are working.
- 23.4 A furniture storage facility or bank safe deposit.
- 23.5 A premises for cleaning, repairing, altering, renovation or restoration.

We do not cover:

- a. house contents anywhere outside of the territories covered unless specified on the All Risk Section of this policy.
- b. Cell phones, tablets and/or iPads unless specified on the schedule.

**24. Loss or damage caused by wild animals**

We will pay up to R20,000 for loss or damage to your house contents that are inside your house caused by wild animals that live freely in their natural environment and are not confined in any way.

**25. Credit, Debit or Sim card fraud**

We will pay R5,000 in any 12-month period for losses arising from the fraudulent use, by anybody other than you or any member of your family, of your credit, debit or SIM card provided you comply with the provider's conditions at all times.

**26. Emergency transport of children**

We will pay for the emergency transportation of your school going children by a third party in the event of them being injured on the school premises.

**27. Garden damage**

We will pay up to R10,000 for the cost of landscaping and replacing any trees, shrubs or plants in your garden after a valid claim for your contents. This is on condition that the claim is not the result of hail, and if you rent the house, the home owner is not entitled to claim under their own insurance.

**28. Increase in sum insured over holiday season**

We will increase the sum insured of your contents with 10% during the holiday period of 15 December to 31 January.

**29. Office contents**

We will pay up to 35% of the sum insured, maximum R50,000 in any 12-month period for loss or damage by the insured perils to Office Equipment, apart from computers and other data processing equipment, in your home that are used for office purposes such as a home profession or business.

**30. Storage costs**

We will pay R10,000 for the necessary storage costs to safeguard your contents after an insured event has occurred.

**31. Trauma counselling**

We will pay up to the amount stated in your schedule for professional counselling to help you cope with trauma if you should be the victim of theft, attempted theft or hold-up.

**32. Tenants**

If you become legally liable as tenant (not as the owner) for damage to the building of a private residence and its domestic outbuildings (permanent structures not connected to the private dwelling), including fixtures and fittings, occupied by you or member of your household, we will cover you up to the amount specified in your schedule an insured event.

## SECTION 6: PERSONAL ALL RISKS

### DEFINITIONS

Whilst the following definitions relate to this section specifically, they must also be read in conjunction with the general definitions of this policy.

**Home** means the building that you live in at the address shown on the schedule for the Householders Section.

**Territorial limits** means anywhere in the world including transit by land, sea or air.

**Personal Items cover (All Risks)** means we cover you for the items described on your policy schedule that you might be wearing or take out of your house. These items are defined below as **Unspecified Items** and **Specified Items**.

**Unspecified Items** means items that are not specified individually on the schedule. You choose a Sum Insured that you feel will adequately cover you, your spouse and your children for items that you will normally be wearing or carrying with you at any one time whilst out of your house. Items should include clothing, spectacles, contact lenses, sunglasses, jewellery, watches, briefcases, handbags, bags and anything that they contain up to 25% of the sum insured, maximum R5,000 per item.

**Specified Items** means any item that you have specified on the schedule up to the sum insured.  
The total sum insured of this section may not exceed 30% of the sum insured of the Householders Section.

### EVENTS THAT WE COVER

We will pay for:

The items noted on your schedule which are defined in Item 1 of this section if they are stolen, accidentally lost or damaged up to the sum insured stated in the schedule.

### EVENTS THAT WE DO NOT COVER

We will not pay for:

1. Theft from an unattended motor vehicle, caravan, trailer or watercraft unless there was visible, violent and forcible entry into or exit from the locked motor vehicle, caravan, trailer or watercraft,
2. Theft, accidental loss or damage of cameras and other photographic equipment used for professional purposes or for reward. We will cover these items if you use them only for a hobby or part-time income,
3. Theft, accidental loss or damage of musical instruments, sound or audio-visual devices used for professional purposes or for reward. We will cover these items if you use them only for a hobby or part-time income,
4. Sporting equipment whilst in use other than golf clubs or pedal cycles whilst taking part in social trial runs. We do not cover you if you play golf or cycle professionally,
5. Chipping, scratching, denting and breakage of porcelain or similar articles of a fragile nature,
6. Wear and tear, depreciation,
7. Electrical or mechanical breakdown,
8. More than R5,000 for any article unless documentary evidence of value account to Insurance is provided,
9. Caravan Contents if not specified.

### CONDITIONS

#### 1. Jewellery and watches

##### 1.1 Valuation certificates

All jewellery and watch items insured on this section with an individual value that exceeds R10,000 must be supported by a valuation certificate that is issued by a professional jeweller and not be more than 3 years old.

**1.2 Jewellery to be kept locked in a safe when not being worn or used**

We will not cover you for theft of any item of jewellery and watches that you are not wearing as part of your daily routine and that have a value of more than R20,000 per single item, if it is not kept in a locked and hidden safe that is securely attached to the wall or floor.

If you are temporarily staying elsewhere this condition applies to those premises to the extent that a safe is available on those premises.

**2. Firearms**

You must keep any firearms insured on this section in a locked and hidden safe that is securely attached to the floor or wall if they are not being used by you.

**3. Pairs and Sets**

We will not pay for a special value that a pair or set might have. If one item in a pair or set is stolen, lost or damaged we will only pay for that item.

**3. Pedal Cycles**

We will not pay for a pedal cycle if it is stolen whilst you are not using it and it is not at your house unless you have attached it to a permanently fixed structure with a lock and chain or locked to a carrier on your motor vehicle.

**4. Any collections to be insured must be specified on the schedule.**

If a stamp collection is described in the specified article schedule, we will only cover one or more complete pages of the collection that are lost or damaged and our cover for any one stamp will not be more than two-thirds of the value stated in any current recognised catalogue up to R3 000 any one stamp.

If a coin collection is specified in the schedule, we will not be liable for current coins and our cover for any one coin will not be more than two-thirds of the value stated in any current recognised catalogue up to R3 000 any one coin.

## SECTION 7: MECHANICAL AND ELECTRICAL BREAKDOWN

### DEFINITIONS

Whilst the following definitions relate to this section specifically, they must also be read in conjunction with the general definitions of this policy.

**Home** means the building that you live in at the address shown on the schedule for the Householders Section.

**Insured Items** means any household appliances specified in the schedule such as the following:

1. Televisions, Decoders, DVD players, Hi-Fi's, Home theatre systems
2. Fridges, stoves, ovens, microwaves
3. Washing machines, tumble dryers, dishwashers.

### EVENTS THAT WE COVER

We will pay for:

Sudden mechanical and electrical damage to the insured item that you could not have foreseen and provided the insured item was in the home.

### EVENTS THAT WE DO NOT COVER

We will not pay for:

1. Theft or attempted theft.
2. Gradual causes such as wear and tear, rust, mildew, corrosion, decay and deterioration. This includes damage from light, sunlight or normal climatic conditions.
3. Household pests such as moths or other insects or their larvae, vermin and rodents or your own domestic pests.
4. Dyeing, renovating or repairing.
5. Items that are confiscated or detained by a process of law.
6. Using or treating items in the wrong way  
We will not pay you for damage because:
  - a. tools were used on the insured item in the wrong way,
  - b. you or any other person made mistakes when installing the insured item,
  - c. the insured item was not maintained as the manufacturer recommended,
  - d. the insured item was used for something other than its normal home use,
  - e. damage is covered in terms of the guarantee or warranty issued by the manufacturers of any insured appliance.
7. Damage to articles of a brittle nature  
We will not pay for damage to glass, including scratching of lenses or screens
8. Damage to parts of insured items that have short life spans  
We will not pay for damage to parts such as:
  - a. batteries, bulbs, globes, fuses or pilot lights,
  - b. tapes, ribbons or obsolete spare parts,
  - c. plates inside microwave ovens,
  - d. removable storage devices air and water filters,

- e. belts, knobs, accessory cables or remote controls,
  - f. screen protectors.
9. Damage to computers, notebooks, laptops, palmtops, iPads, tablets and data processing equipment  
We will not compensate you for damage to any of these items.
10. Damage to electric gate motors and garage door motors  
We will not compensate you for damage to any of these items

### **HOW WE COMPENSATE YOU**

We will choose one or more of the following ways to compensate you up to the sum insured or limit shown under Householders on the schedule.

- 1. paying the cost of the damage,
- 2. replacing whatever is damaged,
- 3. repairing whatever is damaged.

## SECTION 8: MOTOR VEHICLES

### DEFINITIONS

Whilst the following definitions relate to this section specifically, they must also be read in conjunction with the general definitions of this policy.

**Risk address** – means the address where you permanently live and keep the vehicle that we cover.

**Vehicle** – means a South African registered privately-owned motor vehicle described on the schedule and categorized below:

- a. Motor car, mini bus, SUV, station wagon or motorized caravan designed with a capacity to seat no more than 9 people and not having a gross vehicle mass of more than 3,500kg.
- b. Light delivery vehicle with a gross vehicle mass of not more than 3,500kg (includes double cabs, panel vans, club cabs, 4x2 and 4x4 vehicles).
- c. Motor cycles, scooters, scramblers, tri-bikes and quad bikes.
- d. Trailer (with a carrying capacity not exceeding 1,000kg) or a caravan designed to be towed by a self-propelled vehicle.

**Regular Driver** – means You and any other person stated in the schedule who drives the vehicle

**Private Use** – means use of your vehicle for social and domestic purposes, including driving between your house and regular place of work

**Business Use** – means in addition to **Private Use**, the use of your vehicle for business and professional purposes is included. The use of light delivery vehicles, Panel vans and mini buses is not covered under **Business Use**.

### EVENTS THAT WE COVER

#### 1. Comprehensive Cover

If this Cover Type is selected on your schedule we will pay if the vehicle or any part of it is lost, stolen or damaged by accident, fire, self-ignition, lightning or explosion and cover will include costs and expenses for which you become legally responsible to a third party (as defined in Event 2.3 below) if the liability relates to the insured vehicle.

#### 2. Third Party, Fire and Theft Cover

If this Cover Type is selected on your schedule we will pay if the vehicle or any part of it is stolen or is damaged by fire, self-ignition, lightning or explosion and cover will include costs and expenses for which you become legally responsible to a third party (as defined in Event 2.3 below) if the liability relates to the insured vehicle.

#### 3. Third Party Only Cover

If this Cover Type is selected on your schedule and you have complied with all of the conditions of the policy, we will only pay up to the amount stated as the Indemnity limit on the schedule for amounts that you become legally responsible to pay a third party for:

- a. Accidental death of or bodily injury to any other person,
- b. Accidental damage to the property of other parties.

#### 4. Temporary use of vehicle not shown on the schedule

We will also compensate you for legal liability to a third party arising out of your use of a vehicle not shown on your schedule. Damage to the vehicle being used by you will not be covered and the cover will only be valid if, at the time of the accident:

- a. You were driving the vehicle,
- b. You were not using the vehicle for business, professional or commercial use at the time of the accident,
- c. You did not own the vehicle or you had not purchased the vehicle in terms of any credit agreement,
- d. The vehicles were not hired or leased to you.

## **EVENTS THAT WE DO NOT COVER**

1. If the vehicle is being used in a way different from the class of use as described.
2. Depreciation, wear and tear, mechanical, electrical or electronic breakdown, failures or breakages and any consequential loss arising from such breakdowns, failures or breakages.
3. Damage caused to tyres by application of brakes.
4. Damage to the engine or suspension, unless some other part of the vehicle is damaged at the same time.
5. Where the vehicle is involved in an accident and it does not meet the roadworthy requirements under any Road Traffic Ordinances of South Africa or similar legislation that applies in the Territories covered by this policy.
6. Damage caused directly or indirectly as a result of modifications to the engine to enhance performance.
7. Loss, damage, injury or liability caused, sustained or incurred while the insured vehicle is used or being driven by you or any other person for racing, competition, driving instruction for reward, hiring and carrying of fare paying passengers.
8. Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person without a valid driver's or learners license according to the territory that the vehicle is being used in or any person who is in possession of a license which is endorsed or cancelled.
9. Loss, damage, injury or liability incurred whilst the vehicle is being used by you or any other person while under the influence of drugs or alcohol or the driver's blood-alcohol level is over the legal limit and/or whilst there are witnesses and/ or metro police and/ or medical personnel that can testify that the driver was deemed to be intoxicated at the scene of an accident.
10. Damage to or loss of any non-standard accessory or spare part that has been attached to the vehicle unless the value has been included in the sum insured and the accessory has been noted on the schedule.
11. Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person without your knowledge and consent unless you have laid a criminal charge against such a person within 48 hours of the incident and provided that you may not withdraw such a charge.
12. Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven other than in accordance with the Description of Use stated in the schedule.
13. Death or injury to your employee during the course of their employment with you.
14. Death or injury to any person being carried in a trailer, caravan or the open-load section of a light delivery vehicle or who is a passenger on a motor cycle, scooter, tricycle or quad bike.
15. Death or injury to any member of your household.
16. Claims arising out of contractual liability.
17. Any loss or damage that is covered by any other motor vehicle insurance legislation.
18. Loss, damage or liability caused whilst the vehicle is in the custody and control of the motor trade for any purpose other than for the purpose of overhaul, upkeep or repair of the vehicle.

## **TYPES OF USE WE DO NOT COVER**

1. Commercial travelling (e.g. courier, transport contractors, carrying of goods for commercial purposes).
2. Carrying fare-paying passengers.
3. Hiring out your vehicle.
4. Any racing or speeding contest, rally or trial involving driving of any kind including use of 4x4 courses and test circuits, fun-day events held on a race track sanctioned by or under the sponsorship of a motoring club.

## **VEHICLE SECURITY**

Your policy schedule will show the type of security device installed or required by us to be installed in your vehicle.

**We will not pay if your vehicle is stolen and you do not have the security device described in the schedule installed in your vehicle, maintained in working condition and activated when your vehicle is left unattended.**

## **HOW WE PAY**

If you have a valid claim and if your vehicle or any part of it is lost, stolen or damaged we will at our option indemnify you by:

1. Paying for its repair or replacement, less any excess payable.
2. Replacing it with a similar vehicle or pay you the manufacturer's recommended retail price of a new one if it is stolen or written off and it is less than 12 months old with less than 30,000 kilometres on the odometer, less any excess payable.
3. If the vehicle is stolen or damaged beyond repair and is more than 12 months old the maximum amount payable by us will be the sum insured stated in the schedule or the reasonable retail value of the vehicle, including factory fitted accessories, as listed in a recognized current motor trade publication, less any excess payable. The vehicles age, condition and odometer reading may affect the value.
4. If the vehicle is financed, we will pay the finance company first and then the balance, if any, to you.
5. The amount of the loss or damage up to the sum insured for amounts that you become legally responsible to a third party for with our written consent.

## **WE PAY FOR REPAIRED VEHICLE TO DELIVERED TO YOU**

After repair of your damaged vehicle we will also pay the reasonable cost of delivery to you at your permanent house address as shown on the schedule. If your vehicle is accidentally damaged or stolen and recovered outside of South Africa but within the territory, we will pay the reasonable costs to return it to you in South Africa.

## **AUTOMATIC EXTENSIONS TO THE COVER OF YOUR MOTOR VEHICLE (ONLY APPLICABLE TO COMPREHENSIVE COVER)**

### **1. Towing, storage and protection costs**

In the event of an accident involving your vehicle covered on this policy you should immediately contact our roadside assistance helpline on **0861 111 555** to arrange towing, storage and protection of your vehicle. If you do not make use of this service the total amount that we will pay for towing, storage and protection of your vehicle will be R2,500.

### **2. Windscreens**

We will pay for damage to window glass of your vehicle covered on this policy less any excess applicable.

### **3. Emergency Medical Expenses**

If any passenger in the insured car is injured as the direct result of an accident, we will pay up to R5 000 per injured passenger for medical expenses connected to the injury.

### **4. Vehicle keys and remote-control units**

We will pay up to the limit stated in the schedule, for loss or damage to keys or remote-control units for the vehicles covered on this policy.

**5. Non-factory fitted sound equipment**

We will pay for loss or damage to these items up to the sum insured stated in the schedule.

**6. Emergency repairs**

We will pay for emergency repairs up to the sum insured stated in the schedule following an insured event that you selected cover for. You will need to provide us with a detailed itemized invoice from the repairer before we will accept this claim.

**7. Emergency accommodation**

We will pay R500 per person any one claim maximum R5,000 any 12-month period for emergency accommodation for you and any passengers in your vehicle up to the sum insured stated in the schedule following damages to your vehicle resulting from an insured event that you selected cover for.

**8. Trauma counselling**

We will pay R10,000 for trauma treatment by a registered professional counsellor if you are a victim of a violent act of theft or attempted theft of your vehicle up to the sum insured stated in the schedule.

Provided that the treatment costs cannot be recovered from any other source and the act of violence is reported to the police.

**VALUE ADDED PRODUCTS – if stated in schedule as included**

**1. Car hire** if your vehicle is lost, stolen or accidentally damaged following a covered event.

**2. Roadside assistance** following mechanical or electrical breakdown of your vehicle, including minor assistance such as flat tyre, battery or keys locked in your vehicle – refer to Xenturion assist brochure for full cover.

**3. Excess waiver or excess reducer cover.**

## SECTION 9: WATERCRAFT

### DEFINITIONS

Whilst the following definitions relate to this section specifically, they must also be read in conjunction with the general definitions of this policy.

**Risk address** - means the address where you permanently live

**Watercraft** - means the craft, limited to 8 meters in length, shown on the schedule made up of the equipment that would normally be sold with the craft as one unit and includes:

1. The hull and superstructure Fittings.
2. Electrical machinery.
3. Inboard motors – limited to a maximum engine capacity of 250 horsepower per engine but not exceeding 300 horsepower in total if powered by more than one engine.
4. Safety equipment.

**Specified accessories** - means optional accessories not sold with the craft as one unit that need to be insured separately including but not limited to:

1. Outboard motors - specify on the schedule.
2. Spare tanks – specify on the schedule.
3. Anchors and special propellers – specify on the schedule.
4. Watercraft covers – specify on the schedule.
5. Communication and navigation devices, echo-sounders and fishing equipment – specify on the schedule.
6. Launching dollies, trolleys and trailers – specify on the Motor Section.

### USE OF THE WATERCRAFT

The watercraft can only be used for social, domestic and pleasure purposes.

### EVENTS THAT WE COVER

1. Damage to the watercraft caused by accident.
2. Theft of the watercraft.
3. Acts of malicious damage to the watercraft – excluding acts committed by you.
4. Damage to the watercraft caused by fire, explosion, lightning, storms and wind.
5. Liability to Third Parties.

### AUTOMATIC EXTENSIONS

In addition to the Events that we cover in 3 above you are also covered for the following up to the limit stated on the schedule:

1. Emergency and salvage expenses incurred by you to avoid or minimize loss or damage to the watercraft R20,000.
2. If your watercraft is immobilized and cannot be skippered away as a result of an accident, we will pay for it to be towed away to a place of safety. In addition, we will pay for emergency repairs that enable you to continue on your journey after obtaining a detailed quotation first R10,000.
3. The benefit for trauma counselling if you are a victim of a violent act of theft, attempted theft, hold-up or hijacking of your watercraft or if you are involved in an accident with your watercraft R5,000.

4. The reasonable costs incurred by you to tow and assist other watercraft in distress or to summon emergency assistance. You must supply us with a copy of the official incident report to the relevant authorities.

#### **EVENTS THAT WE DO NOT COVER**

1. Theft of the watercraft or specified accessories when left unattended unless:
  - 1.1 the watercraft and specified accessories are inside the walled or fenced and locked boundaries of the Risk address, a storage facility, a recognized place of repair or dealer's premises for sale
  - 1.2 there is forcible and violent entry into or exit from any of these places at the time of the theft
2. Theft of outboard motors and other specified accessories when left unattended unless:
  - 2.1 the outboard motors are securely locked to the watercraft by a security device in addition to its normal methods of attachment to the watercraft.
  - 2.2 there is forcible and violent entry into or exit from the Risk address, a storage facility, a recognized place of repair or dealer's premises for sale.
3. Loss or damage to the watercraft whilst:
  - 3.1 let out on hire or charter
  - 3.2 being towed on water unless:
    - a. when in need of assistance.
    - b. for customary towage in connection with laying up, fitting out or repair.
    - c. towing or salvaging another watercraft other than one in distress.
    - d. towing or salvaging another watercraft (whether in distress or not) under a contract.
    - e. arranged prior to commencing towing or salvaging.
    - f. participating in mechanized racing or speed tests or any trials in connection therewith.
    - g. left moored or anchored unattended off an exposed beach or shore and it becomes stranded, sunk, swamped or breaks adrift.
    - h. the watercraft is in the custody or control of any person who is not a licensed operator in terms of the Merchant Shipping and National Small Vessels Safety Regulations.
4. Loss or damage to the watercraft due to:
  - 4.1 lack of due diligence or precaution on your part
  - 4.2 corrosion.
  - 4.3 mechanical or electrical breakdown of machinery, engines, motors, batteries and their connections (other than the shaft and propeller) unless caused by:
    - a. accidental incursion of water into the hull.
    - b. the watercraft being stranded, sunk, burnt, on fire, in collision or in contact with any external.
    - c. substance including ice other than water.
    - d. accidents occurring whilst the machinery, engines, motors, batteries and their connections are being removed from or to or replaced in the watercraft or a place of storage.
    - e. malicious acts.
    - f. fire or accidental damage whilst in store.
    - g. the intake of foreign matter into the cooling system of the machinery, engine or motors.
    - h. fire or explosion to the watercraft fitted with inboard machinery unless the watercraft is equipped in the engine room or engine space, tank space and galley with an automatic fire extinguishing system or one having controls at the steering position. It is warranted that any such fire extinguishing system must be professionally installed and maintained in efficient and working order.
5. Loss or damage to:
  - 5.1 sails or protective coverings being split by the wind or blown away whilst set unless in consequence of damage to spars to which the sails are bent or occasioned by the watercraft being stranded, sunk, burnt, on fire, in collision or in contact with any external substance including ice other than water.

- 5.2 any part condemned solely because of a fault in design or construction.
- 5.3 any defect resulting from either negligence or breach of contract in respect of any repair or alteration work.
- 5.4 personal effects, consumable stores, fishing gear, life jackets, navigational charts and first aid kits.
- 5.5 **Competency** - We will not be liable for loss or damage, injury or liability caused, sustained, or incurred whilst the vessel is being piloted by any person not competent to pilot such vessel unless under the immediate supervision of a person so competent.

## **LIABILITY TO THIRD PARTIES**

### **1. Events and items, we cover**

We will indemnify you or any person using the watercraft with your permission or any water skier being towed by the watercraft against all sums, including claimant's costs and expenses, which you shall become legally liable to pay in respect of the events that we cover below:

- 1.1 Accidental death or bodily injury of any person.
- 1.2 Accidental loss of or damage to property.
- 1.3 The cost of any actual or attempted raising, removal or destruction of the wreck of the watercraft or the costs for any neglect or failure to do so.
- 1.4 Official enquiries and coroners' requests.

### **2. Events and items, we do not cover**

- 2.1 Death or bodily injury to you, or any member of your family who normally resides with you or any paying passenger.
- 2.2 Death or bodily injury to any employee in the course of their employment with you.
- 2.3 Loss or damage to property belonging to you, your family or your employees.
- 2.4 Loss or damage to property in your custody or control.
- 2.5 Death or bodily injury to any passenger being carried in or getting onto or off a watercraft that is not intended or constructed to carry passengers.
- 2.6 Death or bodily injury to any person who is water-skiing, aquaplaning or any similar activity whilst being towed, preparing to be towed, or after being towed by the watercraft.
- 2.7 Loss or damage arising out of your reckless disregard of the possible consequences of your acts or failure to act.

## **SPECIAL CONDITIONS**

### **1. Use while under the influence of alcohol**

We do not pay for loss, damage or legal responsibility to third parties while the watercraft is being navigated by or under the charge of you or any other person whilst under the influence of alcohol or drugs or while the concentration of alcohol in your blood or breath exceeds the statutory limit.

### **2. Use while outside the cruising range**

We do not pay for loss, damage or legal responsibility to third parties while the watercraft is not cruising within the inland waters of South Africa (including Durban harbour and Knysna Lagoon), Namibia, Botswana, Zimbabwe, Mozambique, Eswatini and Lesotho and the coastal waters of South Africa, Namibia and Mozambique for day sailing up to a maximum of 40 kilometres from the coastline.

### **3. Collision with submerged objects**

We do not pay for loss or damage to the watercrafts rudder, propeller, strut, shaft, electrical machinery, engines or motors caused by collision with a submerged object unless the cover has been previously agreed to and it is noted on the schedule.

### **4. Care of the watercraft**

You and all users of the watercraft must agree to:

- 4.1 take all reasonable steps to maintain the watercraft, outboard motors and other items we cover in a proper state of repair and seaworthiness.
- 4.2 exercise all care and diligence in crewing the watercraft.

- 4.3 exercise all reasonable steps to minimize loss or damage if motors are submerged in water.
- 4.4 use at least two motors in workable and readily usable condition when launching the watercraft through the surf.
- 4.5 at inception of the policy arrange at your own expense to get a certificate of fitness for the watercraft which is to be conducted whilst it is out of the water.
- 4.6 the watercraft must be conveyed on a properly designed and constructed trailer whilst in transit by land and the trailer must be insured on the motor vehicle section of this policy.

**5. Other people using your watercraft**

If someone else is piloting your watercraft with your permission you must ensure that they:

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

**6. Competency.**

We will not be liable for loss or damage, injury or liability caused, sustained, or incurred whilst the vessel is being piloted by any person not competent to pilot such vessel unless under the immediate supervision of a person so competent.

**HOW WE PAY**

If you have a valid claim and if your watercraft or any part of it is lost, stolen or damaged we will at our option indemnify you by:

- 1. Paying for its repair or replacement, less any excess payable.
- 2. If the watercraft is stolen or damaged beyond repair the maximum amount payable by us will be the sum insured stated in the schedule or the reasonable market value of the watercraft, including factory fitted accessories, less any excess payable.
- 3. If the watercraft is financed, we will pay the finance company first and then the balance, if any, to you.
- 4. The amount of the loss or damage up to the sum insured for amounts that you become legally responsible to a third party for with our written consent.

## SECTION 10: PERSONAL COMPUTERS

### DEFINITIONS

Whilst the following definitions relate to this section specifically, they must also be read in conjunction with the general definitions of this policy

**Home** means the building that you live in at the address shown on the schedule for the Householders Section.

**Computer** means any computer and accessories such as screens, printers and software that belong to you and are described in the schedule.

**Territory** means anywhere in the world including transit by land, sea or air.

### EVENTS THAT WE COVER

We will pay for:

1. Accidental loss or damage to your computer from any cause that is not specifically excluded
2. Reinstatement of data costs and expenses incurred by you to reinstate data or programs lost as a result of accidental erasure provided that the lost data or programs were not caused by:
  - a. Program errors
  - b. A virus or malware
  - c. Intentional cancellation, corruption of data or incorrect entry

### EVENTS THAT WE DO NOT COVER

We will not pay for:

1. Use of the computer for any purpose other than personal use, or for your home industry or professional home use.
2. Loss or damage that is already provided for under a maintenance or lease agreement.
3. Theft from your place of employment unless there are clear signs of forced entry into or exit from the building.
4. Any loss from an unattended vehicle unless there are clear signs of forced entry to a locked boot or compartment where the item was concealed.
5. The development of poor contacts or the scratching of paint or polished surfaces.
6. Any process of cleaning, maintenance or upgrading.
7. Parts that have a short life unless this is as a result of other damage to the computer that is covered by this section and happened at the same time.
8. Any loss incurred as a result of you not being able to use your damaged computer.
9. Viruses, Trojans, worms or other destructive media or computer programs.

### HOW WE COMPENSATE YOU

If your computer is damaged or lost, we will compensate you based on replacement cost up to the sum insured stated in your schedule. We can also decide to replace your computer for you or give you the money to purchase a new one yourself if we cannot repair it.

## SECTION 11: PERSONAL LEGAL LIABILITY

### DEFINITIONS

Whilst the following definitions relate to this section specifically, they must also be read in conjunction with the general definitions of this policy.

**Property** - means any property that can be seen and touched. It specifically excludes intellectual property.

**Territory** – means anywhere in the Republic of South Africa, Namibia, Lesotho, Eswatini, Mozambique, Zimbabwe, Botswana and Malawi.

**House** – means the address of buildings shown on the schedule for the HOMEOWNERS and HOUSHOLDERS sections of this policy.

**You or your** in this section only means the people named on the schedule and include your spouse, immediate family who live with you and the dependents that you are legally responsible for.

**Occurrence** – means one incident or series of incidents arising out of one event.

### EVENTS THAT WE COVER

We will pay any amounts that you become legally liable to pay as damages consequent upon the following events that might occur during the period of cover:

1. Accidental death, injury, sickness or disease or death sustained by a person resulting from such injury, sickness or disease including mental injury, mental anguish and shock.
2. Accidental physical damage to, loss of use or destruction of tangible property.

### EVENTS THAT WE DO NOT COVER

These exclusions are in addition to General events and items not covered of this policy. We

do not pay any liability claim for:

1. Your death, bodily injury or illness.
2. Your employees other than your domestic workers in the course of their employment with you.
3. Your trustees, beneficiaries, directors, members of their families who live with them (if you are a trust or close corporation).
4. Loss of or damage to property owned by or under the control of people mentioned in 3.1, 3.2 and 3.3 above.
5. Loss of or damage to your property or property in your custody or control.
6. Loss of or damage to your employee's property while the property is at your home.
7. Death, bodily injury or illness arising directly or indirectly from any animals other than your pet dogs and pet cats.
8. Responsibility arising out of your ownership, possession or occupation of buildings or land other than buildings that are covered under this policy.
9. Responsibility arising directly or indirectly from the ownership, possession, control or use of any vehicle, watercraft or aircraft other than surfboards, paddle skis, models of vehicles, watercraft or aircraft.
10. Accidental loss or damage to moveable or immoveable property you or another person in your employment borrows, rents, owns, keep in trust or has control or custody of.

11. Responsibility arising directly or indirectly out of the purchase, sale, barter or exchange of property or your failure to comply with any obligations in relation to the transaction.
12. Responsibility arising out of seepage, pollution or contamination of any type.
13. The cost of cleaning, removing, reversing the effect of damage or reinstating property lost or damaged by seepage, pollution or contamination.
14. The cost of or relating to any judgment, award, payment or settlement made in the United States of America or Canada or any country that operates under the laws of those countries, even if the cost is formally approved by a court in another country, unless the judgment, award, payment or settlement is enforced in a competent court in South Africa.
15. Any punitive damages or any fines, penalties or exemplary damages anywhere in the world, including South Africa.
16. Loss or damage to property that is also covered under any other insurance policy.
17. Responsibility arising out of your dishonest, fraudulent or malicious act of physical assault or the crime of seduction.
18. Loss or damage arising out of your reckless disregard of the possible consequences of your acts or failures to act.

#### **AUTOMATIC EXTENSIONS TO YOUR COVER**

##### **1. Contracts with security companies**

We pay for the costs that you are legally responsible for arising out of a written contract with any registered security company or armed response services to protect your property. The event must have taken place at the house you live in (as shown in the Homeowners or Householders Sections of the schedule attached to this policy) or be as a result of an incident that started at the home. The security contract must be dated before the events that result in a claim against you.

##### **2. Wrongful arrest**

We pay for the costs you are legally responsible for if you wrongfully arrest someone when you perform your duties as a member of a neighbourhood watch group or of a similar voluntary non-profit organization. This includes the costs you are legally responsible for from an assault during the arrest or search linked to the arrest. We will only pay if the wrongful arrest takes place during the period of cover.

##### **3. Homeowners liability**

We pay for the costs of the damages that you as the owner of your home located at the address noted in the policy schedule – Homeowners Section - become legally responsible to pay for any:

- a. Accidental death, bodily injury or illness of another person during the period of cover.
- b. Accidental loss of or damage to property that belongs to another person during the period of cover.

We do not pay for legal responsibility (liability) arising out of or related to your business or occupation activities.

##### **4. Tenants liability**

We pay for the costs of the damages that you as the tenant of the home located at the address noted in the policy schedule – Householders Section – become legally responsible to pay the owner of the building for any damages to the building due to:

- a. Accidental damage to the building or outbuildings caused by an insured event specified in the Householders section.
- b. Accidental damage to fixed sanitary ware or fixed glass.
- c. Accidental damage to water, gas, sewerage, electricity, or telephone connections to the dwellings or outbuildings.

#### **5. Domestic employees liability**

We pay for the costs that you are legally responsible for due to:

- a. Accidental death or bodily injury to your domestic employee when they are employed by you

We do not pay if it is linked to any criminal action against you out of an alleged contravention of the Occupational Health and Safety Act No 85 of 1993.

#### **HOW WE PAY**

We pay up to the Sum Insured shown on the schedule. The Sum Insured includes all costs and expenses:

1. That you are legally responsible for and have incurred with our written consent.
2. That you are legally responsible to pay as legal costs of the other person.
3. That can be recovered from you for any one event or series of events resulting from the same event. This means that if there are multiple claimants we will not pay more than the Sum Insured shown on the schedule for all claims combined.

## SECTION 12: EXTENDED PERSONAL LEGAL LIABILITY

### SPECIAL CONDITIONS RELATING TO THE LIABILITY PLUS COVER ISSUED IN CONJUNCTION WITH THIS PRIMARY POLICY

The Insured Events, Specific Exclusions, General Conditions and General Provisions noted below and those included in this Liability Plus cover are in addition to and are to be read in conjunction with the Definitions and Guidelines for Interpretation and the General Terms, Conditions and Exceptions of this policy document as well as the Definitions and Explanations, Events Covered, Events Not Covered and Automatic Extensions of this Section.

### LIABILITY PLUS LIMITS

General Liability Limit: R 20 000 000 in excess of the R1 000 000 limit provided under this policy (Primary Policy) Motor Liability Limit: R 22 500 000 in excess of the R2 500 000 limit provided under this policy (Primary Policy).

- (A) The liability of Renasa Insurance Company Limited for all damages in respect of any one event shall not exceed the Limits stated above and on the Schedule inclusive of any costs and expenses that may have been incurred by you with their written consent and costs and expenses recoverable from you by any claimant after deduction of any payments or awards made and due to be made by Renasa Insurance Company Limited
- (B) Renasa Insurance Company Limited will pay those sums in excess of the limit provided by the General Legal Liability Section of this Policy but not exceeding the LIMIT stated above, and on the Schedule, that you become legally liable to pay as compensation by reason of liability imposed by law or assumed by you under any contract because of bodily injury or property damage that is not covered by the Primary Policy provided always that:
- (i) No liability shall attach to this Liability Plus Section of the policy unless and until Renasa Insurance Company Limited have paid or have been held liable to pay the full amount of their limit under the primary liability section of the policy
  - (ii) If by reason of the payment of any claim or claims under the Primary Policy, during the period of insurance the amount of indemnity provided by such Primary Policy is
    - (a) Partially reduced then this Policy shall apply in excess of the reduced amount of the Primary Policy for the remainder of the Period of Insurance
    - (b) Totally exhausted then this policy shall continue in force as Primary Policy until expiry hereof

### SPECIFIC EXCLUSIONS

#### 1. Watercraft, Aircraft

This insurance does not apply to death, injury, sickness or disease or death sustained by a person resulting from such injury, sickness or disease including mental injury mental anguish and shock or to physical damage to, loss of use or destruction of tangible property arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft of more than 8.0 meters in length or any aircraft owned by you or rented to you.

#### 2. Motor Vehicles

This insurance does not apply to death, injury, sickness or disease or death sustained by a person resulting from such injury, sickness or disease including mental injury mental anguish and shock or to physical damage to, loss of use or destruction of tangible property resulting from the use of any registered Motor Vehicle owned by or in your physical legal control or in respect of which insurance is required by virtue of any legislation relating to Motor Vehicles.

Provided that:

- (i) This exclusion shall not apply where coverage is provided under any Underlying Insurance (Primary Insurance) relating to the use of Motor Vehicles, or the excess provided in the schedule of insurance
- (ii) Renasa Insurance Company Limited will not pay for so much of any compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment. This extension shall apply notwithstanding that no insurance under such enactment is in force or has been affected.

## SECTION 13: PERSONAL ACCIDENT

### DEFINITIONS

Whilst the following definitions relate to this section specifically, they must also be read in conjunction with the general definitions of this policy.

**You** - means people over 16 years old and under 75 years old who are named in the schedule who are part of your immediate family and who are living with you.

**Accident** – means an unplanned and unfortunate event caused by external, visible and violent means that might result in injury, disability or death within 12 (twelve) months. The accident must have happened directly and independently of all other causes or physical handicaps or weaknesses that exist at the time of the accident **NOTE:** This definition of accident differs from other sections of this policy and must only apply to this section.

**Injury** – means bodily injury caused by accidental violent, external and visible means resulting from an accident, including exposure to the elements, starvation and thirst.

### EVENTS WE COVER

If an accident or injury results in any of the following and it is stated in the schedule, we will compensate you for:

1. **Death** - the amount stated in the schedule
2. **Permanent disablement** – the percentage of the amount stated in the schedule as set out in the Table of Benefits
3. **Medical expenses** – non-medical and other expenses you incur following an accident or injury for the amount noted in the schedule.

### EVENTS WE DO NOT COVER

These exclusions are in addition to General events and items not covered of this policy

We will not pay for death, permanent disablement, temporary total disablement or medical expenses because of:

1. Intentional self-injury and exposure to danger, suicide or attempted suicide.
2. Bodily injury to persons older than 75 years.
3. Big-game hunting.
4. Taking part in and training for games of football, rugby or cricket.
5. Taking part in and training for wrestling, boxing or martial arts matches.
6. Taking part in and training for skiing or snowboarding.
7. Taking part in and training for extreme sports, hobbies or activities including parachuting, bungee jumping, sky-diving, bridge or base jumping, free climbing, mountaineering where the use of ropes or guides is necessary, hang gliding or paragliding, scuba diving and spear fishing.
8. Taking part in and training for cycling, motor cycling or in any form of car racing events.

While travelling in an aircraft which is not licensed to transport passengers or piloted by a person not licensed for the purposes for which it is used or as a member of the crew.

### CONDITIONS

These conditions are in addition to the General terms and conditions of this policy.

1. **You must visit a registered medical practitioner** – as soon as you are injured in an occurrence for which compensation is payable you must employ the services of a registered medical practitioner and undergo any treatment the practitioner deems necessary.
2. **Post- mortem required for death claims** – we have the right to do a post-mortem examination in the event of the death of an insured person (at our expense).

- 3. Permanent disablement compensation will be deducted for death** – If we have paid compensation for permanent disablement and the insured person subsequently die as a result of the same accident we will deduct the amount already paid from the compensation payable for the death benefit.

#### TABLE OF BENEFITS FOR PERMANENT DISABILITY

|                                                                                                   |      |
|---------------------------------------------------------------------------------------------------|------|
| Total and permanent disablement arising from any job or occupation                                | 100% |
| Total and permanent disfigurement from burns to 100% of the surface area of the neck and face     | 60%  |
| Total and permanent disfigurement from burns to 100% of the surface area of the body              | 100% |
| Total and permanent loss of both hands and feet or any one hand or one foot                       | 100% |
| Total and permanent loss of sight in one eye and total and permanent loss of one hand or one foot | 100% |
| Total and permanent loss of sight in one or both eyes                                             | 100% |
| Total and permanent loss of hearing or speech                                                     | 50%  |
| Total and permanent loss of hearing in one ear                                                    | 25%  |
| Total and permanent loss of hearing in both ears                                                  | 80%  |
| Total and permanent loss of one hand                                                              | 50%  |
| Total and permanent loss of arm from the shoulder                                                 | 75%  |
| Total and permanent loss of the forearm                                                           | 65%  |
| Total and permanent loss of one foot                                                              | 50%  |
| Total and permanent loss of the leg above the knee                                                | 75%  |
| Total and permanent loss of the leg from or below the knee                                        | 65%  |
| Total and permanent loss of thumb (both phalanges)                                                | 25%  |
| Total and permanent loss of one thumb (one phalanx)                                               | 10%  |
| Total and permanent loss of the index finger (three phalanges)                                    | 10%  |
| Total and permanent loss of the index finger (two phalanges)                                      | 8%   |
| Total and permanent loss of the index finger (one phalanx)                                        | 4%   |
| Total and permanent loss of any finger except the thumb and index finger                          | 5%   |
| Total and permanent loss of big toe                                                               | 5%   |
| Total and permanent loss of any other toe                                                         | 1%   |

#### EXTENSIONS

- 1. Territorial limits** – cover under this section is worldwide.
- 2. Disappearance** – if in the event of the insured person's disappearance it can be proved that there are reasonable grounds to accept that the insured person died as a result of an accident which was covered, we will pay the benefit, provided that the person to whom payment is made, consents to reimburse the payment if the opposite is true at a later stage.

#### HOW WE PAY

- We pay you, your beneficiary or your estate.
- We pay up to the sum insured stated on the schedule in line with the table of benefits above.

## SASRIA SOC LIMITED

### SASRIA SOC LIMITED Reg. No. 1979/000287/06 COUPON POLICY FOR SPECIAL RISKS INSURANCE

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

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

**NOTE:**

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

**PROVIDED that:**

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

**For this purpose ONE INSURED shall mean:**

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

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

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

**(d) NUCLEAR / CHEMICAL / BIOLOGICAL TERRORISM EXCLUSION**

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

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

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

**SPECIAL CONDITIONS**

1. It is a condition precedent to any liability that at the time of the happening of any occurrence giving rise to a loss in terms of this Coupon Policy there shall be in force the Nominated Insurer's Policy covering the interest.
2. All the terms, conditions, exclusions, exceptions and warranties applicable to the Nominated Insurers Policy, other than:
  - (a) Exception A(i), A(iii)(b), A(iv), A(v), A(vi) and A(vii) to the extent that A(vii) refers to A(i), A(iii)(b), A(iv), A(v) and A(vi); and
  - (b) the Burden of Proof Clause set out in Exception A to the extent that such Clause refers to the Exceptions listed in (a) above;
  - (c) Any excess, deductible or similar payment to be met by the Insured in terms of the Nominated Insurer's Policy; shall be deemed to be incorporated in this Coupon Policy and shall as a condition precedent to any liability hereunder relate to and be complied with by the Insured accordingly.

**Memorandum**

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

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



## POLICY WORDINGS

| SECTION                                                               | LINK ADDRESS                                                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Disclosure Notice 2025                                                | <a href="https://sasria.co.za/wp-content/uploads/2025/07/Disclosure_Note_2025.pdf">https://sasria.co.za/wp-content/uploads/2025/07/Disclosure_Note_2025.pdf</a>                                                                                               |
| Annexure 10 – Specification attaching to the Standing Charges Wording | <a href="https://sasria.co.za/wp-content/uploads/2023/12/Annexure-10-Specification-attaching-to-the-Standing-Charges-wording.pdf">https://sasria.co.za/wp-content/uploads/2023/12/Annexure-10-Specification-attaching-to-the-Standing-Charges-wording.pdf</a> |
| Annexure 12 – Specification attaching to the Working Expense Policy   | <a href="https://sasria.co.za/wp-content/uploads/2023/12/Annexure-12-Specification-attaching-to-the-Working-Expense-policy.pdf">https://sasria.co.za/wp-content/uploads/2023/12/Annexure-12-Specification-attaching-to-the-Working-Expense-policy.pdf</a>     |
| Business Interruption                                                 | <a href="https://sasria.co.za/wp-content/uploads/2023/12/Business-Interruption.pdf">https://sasria.co.za/wp-content/uploads/2023/12/Business-Interruption.pdf</a>                                                                                             |
| Contract Works                                                        | <a href="https://sasria.co.za/wp-content/uploads/2023/12/Business-Interruption.pdf">https://sasria.co.za/wp-content/uploads/2023/12/Business-Interruption.pdf</a>                                                                                             |
| Material Damage                                                       | <a href="https://sasria.co.za/wp-content/uploads/2023/12/Material-Damage-1.pdf">https://sasria.co.za/wp-content/uploads/2023/12/Material-Damage-1.pdf</a>                                                                                                     |
| Motor                                                                 | <a href="https://sasria.co.za/wp-content/uploads/2024/10/Motor-current-2024.pdf">https://sasria.co.za/wp-content/uploads/2024/10/Motor-current-2024.pdf</a>                                                                                                   |
| F4 Policy Wording                                                     | <a href="https://sasria.co.za/wp-content/uploads/2024/01/F4-Policy-Wording.pdf">https://sasria.co.za/wp-content/uploads/2024/01/F4-Policy-Wording.pdf</a>                                                                                                     |

**SASRIA SOC LIMITED Reg.  
No. 1979/000287/06  
MOTOR POLICY OF INSURANCE FOR SPECIAL RISKS  
in respect of property as defined**

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**THE POLICY**

### DEFINITIONS

1. Wherever the term "Sasria" is used it shall refer to Sasria Limited. Wherever the word "property" is used it shall be deemed to mean any motor car or vehicle, trailer, implement or machine of any description for specific operational purpose with or without means of self-propulsion capable of being driven or towed on any road and any accessories or spare parts whilst thereon.

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

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

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

- (iv) any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
- (v) the act of any lawfully established authority in controlling, preventing suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii) (iii) or (iv) above.

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

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

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

#### EXCEPTIONS

This Policy does not cover:

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

The indemnity provided by this Policy shall not apply to nor include any loss, destruction or damage directly or indirectly caused

by or contributed to by or arising from nuclear weapons material.

#### **7. NUCLEAR / CHEMICAL / BIOLOGICAL TERRORISM EXCLUSION**

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

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

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

#### **CONDITIONS**

##### **1. Claims Procedure**

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

##### **2. Subrogation**

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

##### **3. Contribution**

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

##### **4. Precautions**

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

##### **5. Transfer**

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

##### **6. Arbitration**

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

##### **7. Limitation**

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

8. Average

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

9. Total Loss of Property

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

10. Premium

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

11. Validity

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

12. Alteration of Use of Property Insured

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

13. Territorial Limitation

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

14. Cancellation

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

15. Fraud

If the claim be in any respect fraudulent and if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy and if any destruction or damage be occasioned by the wilful act and with

any connivance of the Insured, all benefit under this Policy shall be forfeited.

16. Misrepresentation

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

17. Reporting Claims to Authorities

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

#### **IMPORTANT INFORMATION**

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

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

#### **WARNING**

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

#### **COMPLAINTS PROCEDURE**

If you have a complaint about this policy or the service you received from us, please contact: Renasa

Insurance Company Ltd  
Renasa House 170 Oxford Road Melrose Johannesburg, 2196  
P: +27 (0)11 380 3080  
E: [info@renasa.co.za](mailto:info@renasa.co.za)