

## POLICY WORDING



AT ANOTHER LEVEL

*Santam is an authorised financial services provider (FSP 3416),  
a licensed non-life insurer and controlling company for its group  
companies.*

a division of



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# THE FINEPRINT...

Not all Insurance Policies are created equal - Echelon is an “assets all-risk” policy, which provides wider cover than a perils-based policy

Under a perils-based policy, the insurer only covers defined events, that is listed perils such as fire, lightning, explosion, storm, wind, water, hail, theft, malicious damage, earthquake etc.

If the cause of the loss or damage is not one of the listed perils, there is simply no cover. This is a more restrictive form of cover. When a policy is written on a perils basis, the burden is on the insured to prove that one of the named perils caused the loss.

Assets All Risks policies are a lot less complex. An all-risk policy covers all events unless it is specifically excluded. In other words, if the cause of the loss or damage appears on the list of exclusions, it is not covered. If it does not appear, then it is covered.

The huge advantage of an all-risk policy is that it covers you in the event of a loss you didn't predict. In a world where freak accidents happen, the broader your insurance coverage, the better off you'll probably be. Just be sure to read the fine print so that you're clear about the stated exclusions.

We also allow optional Unspecified All Risks cover for items that are intended to be taken out of the house. Our policy differs to many others available, in that we don't insist that you specify your assets (other than those used solely for business or professional purposes, or sporting equipment and bicycles used by professional sportsman) and we don't impose an item limit.

## The Contract

It's vital to understand that this document is a legal contract and, together with your policy schedule, all communications, declarations and proposals made by you, or on your behalf, must be read as one document and is the contract between you and us. This is the reference point for any and all claims against your policy.

*NB! Please read through it carefully and familiarise yourself with this information and should you have any queries, kindly contact your broker.*

Terms, conditions and requirements need to be met by you, in order for the contract to be upheld and for you to be protected in the event of a loss during your period of insurance.

## Good Faith

We rely heavily on honesty when we quote and underwrite your portfolio, and when we receive information during the registration and administration of a claim.

Not all policyholders are created equal - you get Insurance Fraud syndicates that target insurers, as well as policyholders that are dishonest.

Insurers have to be circumspect and on alert for these instances, while applying the principle of good faith and being fair to policyholders in terms of the guidelines for Treating Customers Fairly.

## Risk Profile and Change in the Risk

We consider acceptance of your portfolio and calculate the premium on the information provided to us when we quote, when we receive your signed proposal form to accept cover, or when we receive requests to add items to your policy. This includes information about your financial situation, such as liquidation or insolvency. We take the information provided as a true reflection of the risk we are exposed to. To enable us to underwrite your portfolio fairly, we need to have your consent to verify and share policy information with other insurers and to access credit held by other institutions.

It is imperative to inform us immediately of any changes to your circumstances that may influence whether we give you cover, the conditions of cover or the premium we charge.

We may decline to indemnify or compensate you for loss, damage, accident or liability under any section of this Policy if the risk has materially changed and you have not informed us of the change, or if you misdescribe, misrepresent, omit to or do not disclose material changes that affect the risk.

*NB! If you fail to meet these responsibilities, your claim may be rejected.*

## The Dangers of Underinsurance and the application of Average

The condition of average is a time-honoured principle of insurance used when calculating settlement of a claim.

In a nutshell, where the assets insured are, at the time of any loss or damage, valued at more than the sum insured in the policy schedule, then you will be considered as being your own insurer for the difference. What that means is that you will bear a proportionate share of the loss.

The dangers of underinsurance are best explained by a simple example (see below).

Formula = (Sum Insured / Value at Risk) x Amount of Loss

Example:

Your building is insured for R5 000 000. The actual reinstatement value of the building is R7 500 000.

If the building was damaged by a hail storm to the value of R60 000 in repairs, the claims settlement would be calculated as follows:

$(R5\,000\,000 / R7\,500\,000) \times R60\,000$

Total Amount Payable: R40 000

*NB! The ultimate decision as to how much you insure your assets for, is up to you, and your broker can only assist you in calculating the correct value.*

## Wear & Tear

Your insurance policy doesn't cover wear and tear, or gradual and maintenance-related damage. It is a specific exclusion in all insurance policies in the market.

## Insurable Interest

It is an established principle of insurance that you need to have an Insurable Interest in any item you are insuring.

Basically, you need to have a financial or other kind of benefit/interest in the continued existence of the insured asset. In other words, you can't insure an item that somebody else owns, unless you also have a contractual financial interest in it.

## Betterment

This is an industry specific provision, which stipulates that the insurer cannot put you in a better position after a claim, than you were before the loss or damage. In essence, if the repair or replacement of the damaged items, results in a better kind or quality item, than you had prior to the loss or damage, insurers should not pay for this net improvement.

## What is "Help" and when to use the facility? 0860 200 002

For a nominal contribution, each month, Echelon policyholders can be assured of a range of services to assist in an emergency – whether on the road, at home or while pursuing an outdoor sports activity.

*NB! Please ensure that you have this extension on your policy, in order to make use of it, and refer to the brochure for full details of assistance offered*

### Help Plus benefits include:

- Help at Home
- Help on the Road
- Trauma & Assault Support
- Accident Towing (Insurable Risk Benefit)
- Security Guards (Insurable Risk Benefit)
- Geyser & Pipe Services (Insurable Risk Benefit)
- Extended 4x4 (Insurable Risk Benefit)
- Emergency Support
- Home James

*NB! You will need to provide your Policy Number, I.D Number, Surname and/or Address to enable the call centre to validate your cover.*

## Help Contact Number and Alternative Number

The main call centre number is 0860 200 002, and the back-up number, if you are unable to get through, is 083 789 9932.

## Claims Information

### Fraud or dishonesty

All communication regarding this policy must be honest and in good faith. If you or anyone acting on your behalf submits a claim, and any information or documentation relating to the claim is in any way fraudulent, dishonest or inflated, you will lose all rights to claim. Your policy may also be cancelled.

Examples of fraudulent behaviour:

- Giving inaccurate or incomplete information about your risk profile;
- Supplying inaccurate or false information regarding a loss that occurred;
- Lodging a claim for a fictitious loss that didn't occur;
- Providing false documents to substantiate your claim;
- Claiming for damages that didn't occur or items you didn't own;
- Inflating a legitimate claim;
- Submitting a claim that you know to be false, fraudulent or exaggerated;
- Hindering the outcome of a legal dispute.

We have a responsibility to all policyholders, to ensure that fraudulent claims are eliminated in order to keep premiums as competitive as possible.

The SAIA Insurance Fraud line:

Telephone: 0860 002526 or SMS 32269

Email: [insurance@fraudline.co.za](mailto:insurance@fraudline.co.za)

*NB! It is vitally important that you disclose the true and correct information during the claims process.*

### How claiming affects your premium and your insurance profile?

When a claim is settled, you may find that your premium will increase.

As mentioned in "Risk Profile and Change in the Risk" above, we base our premiums on the information you supply. Since your risk profile has changed on submission of your claim (i.e. you may not have had any claims prior to joining Echelon), we may need to review the premium, and terms and conditions of your policy with us.

We compare the frequency and severity of the claims and review your "loss ratio" to determine corrective action. This is intended to create an awareness of better risk management, and to avoid cross subsidisation of claimants by non-claimants.

“Loss Ratio” is an industry specific term which is expressed as a percentage – it compares the ratio of the claims we have paid, versus what you have paid in premium. An adverse loss ratio, is where the insurer has paid a large margin of claims versus the premium received.

Multi-claimants are those policyholders who claim more often than most. They can improve their risk profile by agreeing to a higher excess on future claims, or by agreeing to a limit on future cover.

We advise your broker of your status when we provide our terms for corrective action, which is our attempt to guide you on lowering your risk. If we have tried to correct the risk profile, the loss ratio and/or multi-claimant status to no avail, the last resort will be declining to renew the policy, or give notice of cancellation.

Once a short-term insurer has rejected you as a client, the financial consequences can be extensive. You may find that most insurers don’t want you as a client, and those that are willing to quote, despite your disclosure of previous claims, will charge you an increased premium and impose strict terms and conditions.

## Motor Accident

It is a very traumatic experience to be involved in a car accident, and we hope to equip you with the information you need, to make it a less stressful life event.

*NB! Please contact our Help Number 0860 200 002 / 083 789 9932 to arrange for the towing of your vehicle. In the event that you fail to contact Echelon Help 0860 200 002, or the Echelon claims department to arrange the towing or storage, our liability is limited to the amount noted in the schedule.*

We are only able to track where your vehicle has been taken if you dial the above number and follow the instructions given by the agent.

We have pre-arranged with our Help facility to tow your vehicle to a preferred and accredited Echelon panel shop or storage yard for safe keeping, until the formalities are taken care of.

There are many unscrupulous towing contractors and repairers who over-charge, and use your vehicle as ransom to extort settlement.

## Car-Hire

Please note that your contract with our car-hire company is separate to your insurance policy, and the terms and conditions detailed in it, are applicable to that contract.

*NB! In the event of a claim please read through the car-hire contract carefully and familiarise yourself with the terms and conditions.*

You are entitled to a hired vehicle when your insured vehicle is damaged or stolen. Car-Hire is provided for the length of time it takes the panel shop to repair your vehicle, or for us to settle your stolen vehicle claim, or 30 days (or 45 or Unlimited depending on the option selected), whichever is the lesser.

You are responsible for the following:

- fuel deposits, toll, fuel and running costs;
- insurance costs, including excesses;
- traffic fines or penalties you may incur;
- breakdown or recovery cost;
- the difference in costs between the car-hire group indicated on your schedule and a more expensive car-hire group that you request.

You will need to provide a valid credit card issued in your name to pay the car-hire company for the above fees and excess.

*NB! If the repairs to your vehicle exceed the number of days of your specific car rental option, we will not be liable to extend your car rental unless we have unnecessarily delayed either the assessment appointment or the authorisation of your repairs.*

## Claim Settlement Options

Your insurer has the choice to settle your claim in one of the following ways: -

- repairing the damage at a repairer of our choice;
- replacing the item at a supplier of our choice;
- paying out cash to you;
- any combination of the above.

*NB! The damaged item and all accessories that we have settled you for, become the property of Echelon.*

## Motor Vehicle Claims

*NB! We will at all times ensure that your vehicle can be repaired safely and cost effectively.*

If we agree to pay for loss or damage due to an accident or theft to your motor vehicle, we decide if we will:

- repair the damage;
- replace the damaged parts of your motor vehicle;
- pay you what it would cost us to repair or replace the damaged parts of your motor vehicle;
- settle your claim as a total loss;
- pay you the maximum limit of indemnity you are entitled to.

If your vehicle is damaged and not safe to drive

- contact Help 0860 200 002;
- we will arrange to move your motor vehicle to one of our preferred panel shops or storage facilities, or to another location nominated or agreed by us.



*NB! We have a list of preferred Echelon panel shops in all areas to enable us to arrange the repair of your motor vehicle, whether it is under warranty or outside the warranty period.*

*In the event that you fail to contact Echelon Help 0860 200 002, or the Echelon claims department, to arrange the towing or storage, our liability is limited to the amount noted in the schedule.*

If your vehicle is safe to drive

- you can obtain a quote from one of our preferred panel shops;
- we will arrange for an assessor to contact you to assess the damage. It is convenient to coordinate the assessment and car-hire when you are ready to have the vehicle repaired.

Authorisation of Repairs

- we authorise the repairs based on the assessed quote and manage the repair process with the repairer;
- we keep your broker informed of the progress of your claim.

When we authorise repairs to your motor vehicle we will:

- ensure the repair work is properly carried out;
- use new parts or second-hand parts that are consistent with the age or condition of your motor vehicle;
- use manufacturer's approved parts if your vehicle is under a factory warranty or motor-plan.

When we repair your motor vehicle we will not:

- pay extra to repair your motor vehicle to a better standard, specification or quality existing before the loss or damage;
- fix a fault or defect in your motor vehicle that existed before the loss or damage occurred, unless the fault or defect was from repairs we previously authorised;
- pay for repairing pre-existing damage. If we agree, you can pay the extra cost of repairing this damage.

*NB! If the repairer is not one of our preferred panel shops, or your warranty may be affected, we will ask you to sign an Indemnity Form*

If we don't authorise repairs:

- we will pay you what it would have cost us to repair your motor vehicle. The amount we pay is normally determined by obtaining a quote from a repairer we choose.

Windscreen or Vehicle Window Glass

We have preferred service providers for glass, to enable us to guarantee the repair/replacement and keep your premiums cost effective.

Please contact your broker for a list of Echelon Preferred Suppliers before you go ahead and replace your windscreen/window.

If you repair (rather than replace) the windscreen, we will not charge you an excess.

*NB! If the glass supplier is not one of our preferred suppliers, or your warranty may be affected, we may ask you to sign an "Indemnity Form". We are unable to guarantee workmanship of other suppliers.*

#### Unavailable parts

We will only pay the reasonable cost which occurs owing to delays in delivery of parts. If a part is unavailable in South Africa, we will pay the cost of surface freight (not airfreight) from the nearest supplier.

#### If your vehicle is a Total Loss

Your vehicle becomes a total loss if the repairs costs exceed 60% of the vehicle value or sum insured, or if it cannot be safely repaired.

- Vehicles where the New Vehicle Replacement extension applies

We will attempt to replace your vehicle with a new one, which is:

- made by the same manufacturer,
- of the same or similar model,
- with the same or similar specifications,
- with the same or similar accessories or modifications listed in your schedule.

If we cannot find an exact replacement, we will offer you the nearest possible match to your vehicle or pay you the sum insured in your schedule less any deductions that apply.

- Other Motor Vehicles

We will pay you the reasonable retail value or sum insured shown on your schedule, whichever is the lesser amount, less any deductions that apply.

- Vehicles that are subject to Finance Agreements

If a credit provider has a financial interest in your motor vehicle, we will first pay them what they are entitled to and pay you any balance due.

*NB! Once we have settled you, the damaged vehicle and all accessories become the property of Echelon. You are liable for any outstanding registration fees or traffic fines.*

## Limited Mileage

We reserve the right to establish the mileage on your vehicle at any time. Where the annual mileage you agreed with us has been exceeded, all cover whilst being driven ceases on the vehicle. You may request to extend the limited mileage, prior to exceeding the limit.

## Third Party Damage

If you cause third party property damage that is covered under this policy, we can decide to defend you, settle the claim against you, or represent you at an inquest, enquiry or court proceedings.

If we decide to defend you, settle the claim against you or represent you, then you must give us all the help we need, including help after your claim is settled.

## Notify SAPS

- immediately inform the police of any claim involving bodily injury, damage to third-party property, theft or criminal act;
- report any loss of property within 24 hours of the incident.

## Notify us within 30 days

- as soon as possible after the occurrence, and within a maximum period of **30 days**, provide us with full details in writing of any claim;
- this includes incidents for which you do not want to claim, or which may result in a claim in the future (e.g. if you are involved in an accident with another vehicle, and there appears to be no damage to either vehicle, we still want to know about this incident so that we can manage any claim made by the other party).

## Act as your own insurer

You must take care of your assets as if you aren't insured and:

- take reasonable, necessary steps to prevent or minimise loss, damage, injury or liability;
- safeguard the insured property ensuring that every item is afforded a level of care and protection commensurate with its value;
- ensure that the security requirements listed in the schedule are complied with, and tested regularly to guarantee that they are in proper working order;
- maintain the insured property in good condition and repair.

## Supporting Documents

Our claims are audited to ensure that we are settling fairly and only to the extent of the loss you have suffered.

You need to:

- provide us with proof, information and sworn declarations that we require, including proof of ownership and proof of purchase and value, in the form of purchase receipts or valuation certificates;
- comply with our reasonable instructions and requests.

## Other Policies

If there is any other existing insurance covering the same claim, you must simultaneously with the claim documentation provide us with full details of the other insurance, and we shall not be liable to pay or contribute more than our pro-rata portion of the claim.

## Admitting Guilt

Never admit guilt or offer settlement to any other party involved in an incident. We will not be bound by any admission or offer you make to any person regarding any incident.

In terms of our contract with you, we can act on your rights or obligations against other parties to recover costs or defend any claim they may have against you.

## Rejected/Disputed Claims

Should you be unhappy with the rejection of a claim you have 90 days to challenge our decision or make representations to us, via your broker. If having done so the matter is still not resolved to your satisfaction, you may escalate it for adjudication to the Santam Internal Arbitrator. Objectivity and impartiality will always be applied by this office when your matter is reviewed. Referrals to the Santam Internal Arbitrator must be in writing and addressed to:

The Internal Arbitrator,  
Santam Limited,  
PO Box 3881,  
Tyger Valley,  
7536  
[internal.arbitrator@santam.co.za](mailto:internal.arbitrator@santam.co.za)

The Ombudsman for Short-Term Insurance assists clients who believe that they have been unfairly treated during the consideration of a potential claim. His contact details are:

The National Financial Ombud Scheme,  
110 Oxford Road, Houghton Estate,  
Illovo, Johannesburg, 2198  
Tel: 0860-800-900  
[www.nfosa.co.za](http://www.nfosa.co.za)  
[info@nfosa.co.za](mailto:info@nfosa.co.za)

Thereafter Summons must be issued and served on our principal Santam Limited within 180 days failing which all benefit under the policy in respect of the claim is forfeited.

# INTRODUCTION

This is a Personal Lines Policy recording the terms and conditions of the contract between Santam Limited (Reg. No. 1918/001680/06) represented by Echelon Private Client Solutions (Proprietary) Limited (Reg. No. 2009/003366/07), hereinafter referred to as “we, us, our”, and the Policyholder hereinafter referred to as “you, your, yours”.

This Policy, the schedule and all communications, declarations and proposals made by you or on your behalf must be read as one document and is the contract between you and us (hereinafter referred to as “the Policy”).

Our obligations to indemnify you are dependent upon your prior payment of the premium.

If more than one party is entitled to an indemnity under the Policy, we will indemnify each party separately. Any liability arising between the parties will be treated as though separate policies had been issued to each party, provided that the aggregate liability shall not exceed the maximum indemnity noted in the schedule.

## GENERAL DEFINITIONS

**Act of Terrorism** means any act, or threat, committed by a person or group, acting alone or with an organisation or government, that:

- a. is committed for political, religious, ideological or similar reasons; and
- b. is intended to influence a government, or to frighten the public or any sector of the public; and
- c. involves violence or the threat of violence, or damage to property, or endangers life, or is designed to interfere with or disrupt any electronic system.

**Asbestos** means asbestos, asbestos fibres, any derivatives of asbestos and any material containing asbestos, asbestos fibres or any derivative.

**Average** means the difference between the insured amount and the amount needed to replace all the insured property. If the amount needed to replace all your insured property with similar new property at the time of any loss or damage, according to our calculations, is more than the insured amount, we will not pay you the full amount of the loss or damage. You will be your own insurer for the difference, and you will be responsible for a proportional share of the loss or damage. This will apply separately to each risk item in the schedule.

**Bank Cards** means credit, debit, cheque, bank or ATM cards.

**Bodily Injury** means accidental and sudden death, injury, illness or disease.

**Business** means business that you conduct at or from an office at the risk address noted in the schedule, in line with your occupation as declared on the Proposal Form.

**Business Contents** means computers, laptops, printers, scanners, software, fax machines, copiers, typewriters, telecommunication equipment and office furniture owned by you or for which you are legally responsible, and which is kept at the risk address noted in the schedule.

**Business Equipment** means items, tools and machinery used in your business, excluding business contents, which are owned by you or for which you are legally responsible, and which are kept at the risk address noted in the schedule.

**Buildings** means any freestanding permanent structures used for domestic purposes including improvements situated at the risk address noted in the schedule, owned by you or for which you are legally responsible, including:

- a. private dwellings, garages, guest cottages, domestic employee's quarters, studios, stables, change rooms, garden sheds, greenhouses and tenant's improvements;
- b. permanent fixtures and fittings;
- c. domestic fixed fuel tanks;
- d. fitted furniture;
- e. fitted appliances and climate control systems;
- f. permanently fitted swimming pools, hot tubs, spas, saunas, solar power systems;
- g. ornamental ponds and fountains;
- h. underground service pipes, cables, sewers, drains, tanks, inspection hatches and covers, domestic boreholes, pumps and fixed generators;
- i. boundary walls, retaining walls, fences, gates, motors, driveways, footpaths, steps, terraces, patios, all-weather tennis courts and floodlights;
- j. externally fixed radio, television and telecommunications antennae, satellite dishes, their fittings and masts;
- k. fitted irrigation systems;

but excluding:

- i. earthen walls, earthen and gravel driveways and earthen structures;
- ii. dam walls, land or water, piers, jetties, bridges and culverts.

**Caravan** means a vehicle which is not self-propelled, and which is designed or adapted to be towed by a self-propelled vehicle.

**Computer equipment** means electronic devices or machines that manipulate data according to a list of instructions and have the ability to store and execute programs, consisting of hardware and supported by software (for example desktop, laptop and tablet computers).

**Computer system** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

**Confiscation** means confiscation, nationalisation, commandeering, requisition, forfeiture, attachment, impounding, seizure, preservation, detention or destruction of or damage to property by or under the order of any court, customs, police, crime prevention unit, government or public or local authority.

**Contents** means the contents of the buildings including:

- a. household goods and equipment;
- b. personal effects and clothing;
- c. furnishings;
- d. business contents;
- e. refrigerated, frozen and other food and drink;

- f. outdoor and garden items;
- g. remote-controlled power-driven toys and models;
- h. money;

owned by you or for which you are legally responsible but excluding:

- i. any part of the buildings;
- ii. motor vehicles, caravans and trailers, motorised scooters, motorcycles, quadbikes, watercraft, pleasurecraft (except toys and models) and their permanently fitted accessories;
- iii. aircraft including controlled power-driven toy model aircraft; drones and other aerial devices;
- iv. animals.

**Classic Vehicle** means a classic, collectable, vintage or veteran-type vehicle.

**Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system.

**Disability event** means any event resulting in the loss of a limb or sense organ, or the use thereof by a person; or a person becoming so physically or mentally impaired, whether totally or partially, or temporarily or permanently, that the person is unable to carry on the functions required for normal activities of life.

**Domestic Employee** means domestic staff such as au pairs, nannies, or gardeners employed by you to carry out domestic duties at the risk address noted in the schedule.

**Endorsement** means a change in the standard terms of the Policy noted in writing on the schedule.

**Electronic Equipment** means any computer equipment, computer system or software or any computer equipment system or machinery operated by means of a micro or data processor chip.

**Electronic Failure** means any loss or damage to any property caused directly or by the failure of any electronic equipment to recognise, accept, respond to or process any data or part of any data or any data or infrastructure.

**Excess** means the amount or percentage noted in the schedule for which you are liable as the first amount payable on each agreed claim.

**Fixtures and Fittings** means all items that are fixed to and form part of the buildings situated at the risk address including:

- a. decorations including wall paper, murals and stencils;
- b. bathroom suites;
- c. fitted kitchens;
- d. flooring.

**Forcible and violent entry** means entry gained by actual, visible, force and violence, or threat of force and violence.

**Electricity grid failure or interruption** means a total or partial interruption, interference, suspension, blackout, failure, of any electricity supply affecting the whole of or any area larger than the municipality (be it local, district or metropolitan) within which any business / insured premises of the policyholder is located.

**Home** means the house or flat at the risk address noted in the schedule, including the outbuildings and garages used for domestic purposes.

**Insured Vehicle** means the motor vehicle noted and described in the Motor Section of the schedule.

**Jewellery and Watches** means items which are worn or used for personal adornment and are made of gold, silver, platinum or other precious metals or set with precious or semi-precious stones.

**Loss or Damage** means accidental sudden and unforeseen physical loss of or damage to your property.

**Malicious Damage** means loss or damage caused by a deliberate or wilful or wanton act of any person committed with the intention of causing such loss or damage, but excludes damage arising out of theft, hijack or any attempts thereat.

**Maximum Indemnity** means the sum insured or agreed value noted under this heading in the schedule.

**Money** means your personal money including cash, cheques, Kruger coins, traveller's cheques, postal orders, money orders, travel and other tickets, gift vouchers and current postage stamps or other negotiable instruments.

**Motorcycle** means a motorcycle, scooter, scrambler, or quad bike.

**Occurrence** means an occurrence or series of occurrences arising from any one cause, in respect of which indemnity is provided by this Policy.

**Outdoor and Garden Items** means items designed to be left or used outdoors including garden furniture, patio furniture, outdoor cooking equipment, flower containers and urns, children's play equipment, garden statues and ornaments, domestic garden maintenance equipment, motorised pedestrian lawnmowers.

**Period of Insurance** means the period for which this insurance is in force as noted in the schedule.

**Permanent Total Disablement** means total paralysis, or, total disablement from ever pursuing the occupation or doing the normal work that you have been trained for or have knowledge of, or being permanently bedridden.

**Personal information** means information relating to you, such as gender, date of birth, identity number, entity details, online identifier, social media profile, biometric information (such as signature, fingerprint or voice) e-mail and physical addresses, location information, medical and health information, occupation, employment information, financial information, credit risk, tax and VAT information, claims and insurance history, criminal history, assets and liabilities

**Power surge** means a sudden variation of voltage magnitude or a power spike in any electrical system, causing a variance in the household supply of electricity.

**Reinstatement** means, if the building is:

- a. destroyed, we will rebuild it;
- b. damaged, we will repair the damaged portion as near as possible to its condition when new.



**Retrenched** means loss of your formal employment as a result of implementation of a staff reduction programme, adverse business conditions or re-structuring of the business by your employer.

**Schedule** means the part of the Policy which specifies your current details, the period of insurance, the property insured, the covers in force, the maximum indemnity, the excess and endorsements which amend the standard Policy wording.

**Subsidence, Landslip or Ground Heave** means:

- a. **subsidence** which is the downward movement of a site on which buildings stand, from causes unconnected with loading from the building. Examples are underground mining, clay shrinkage (especially due to the action of tree roots) and erosion due to water passing through the subsoil.
- b. **landslip** which is the downward movement of sloping ground resulting from the action of self-weight stresses and imposed loadings exceeding the available strength of the ground. Landslip may be triggered by superimposed loadings from buildings or may be induced by excavating into sloping ground with the result that material fails and moves down the slope;
- c. **ground heave** which is the upward movement or expansion of the site due to the removal of load from it or to actions from within the site itself;

**Tenant's Improvements** means improvements, alterations and decorations that have been undertaken by you or a previous occupier as tenant and for which you are legally responsible.

**Territorial Limits** means the geographical areas noted under the different sections of the Policy.

**Trailer** means a vehicle (other than a caravan) which is not self-propelled, and which is designed or adapted to be towed by a self-propelled vehicle.

**Unattended** means at the time of the loss or damage, the home was not attended by you, a domestic employee or a house-sitter.

**Vehicle** means motor cars, 4x4 vehicles, double and single cab light duty vehicles with a mass of 3 500 kilograms or less, and a seating capacity of 12 persons or less including the driver.

**Voluntary Excess** means a first amount payable elected by you, and noted in the schedule, which will be applied first to each and every claim under the applicable section of the Policy.

**We, us, our** means Santam Limited, an authorised FSP 3416, represented by Echelon Private Client Insurance.

**You, your, yours** means:

- a. where the Policyholder named on the schedule is an individual that person and the family members who permanently reside at the risk address noted in the schedule;
- b. where the Policyholder named on the schedule is a Company/Close Corporation/Trust, the Directors/Members/Trustees of that Company/Close Corporation/Trust who permanently reside at the risk address, and their family members who also permanently reside at the risk address.

## GENERAL CONDITIONS

1. Our obligation to indemnify you is conditional upon you, or any person acting on your behalf, observing all the terms and conditions of this policy and upon you or the person acting on your behalf submitting complete and truthful statements or answers in the proposal and claims documents.
2. All these general conditions are material and apply to all sections of this Policy, and strict compliance with them is essential. We may decline your claim if you fail to comply with these general conditions.
3. All premiums and claims in this Policy are paid in South African Rand.
4. This Policy is regulated by the laws of and is subject to the jurisdiction of the courts of South Africa. Compensation is excluded for damages in judgments awarded outside South Africa, including costs and expenses involved in that process.
5. Premium is due and payable to us on or before the inception date or renewal date for annual policies. Premium is due and payable on the first business day of each month for monthly policies. In line with the Policyholder Protection Rules, you are entitled to 15 days' grace to pay outstanding premiums. This period of grace does not apply if the premium due is the first premium on inception of the policy. If the premium is not paid on the date that it was due as a result of payment having been stopped by you, the policy will not incept, or will be cancelled from the date that the premium was due.
6. We may cancel this policy by giving you 30 days written notice by email to the intermediary noted on the policy schedule. You may cancel this policy or any section at any time by giving us written notice. Notwithstanding the above, you are entitled to a cooling off period of 14 days to cancel the policy, calculated from the date that the first policy schedule is emailed to you or your intermediary. In this event, the full premium received will be refunded, but only after deducting any costs specifically charged to provide cover for the period, and if we have not paid out any benefits.
7. You must immediately inform us of any change in the risk in order for us to amend the cover, terms and premiums from the date of the change. We may decline to indemnify or compensate you for loss, damage, accident or liability under any section of this Policy if the risk has materially changed and you have not informed us of such change or if you misdescribe, misrepresent, omit to or do not disclose material changes that affect the risk.
8. You must take all reasonable steps to:
  - a. prevent or minimise accidents, bodily injury, illness, loss, or damage;
  - b. safeguard the insured property ensuring that every item is afforded a level of care and protection commensurate with its value;
  - c. maintain the insured property in good condition and repair.
9. In the schedule, any maximum indemnity which is left blank or has no monetary amount against it is not insured by the Policy.
10. On the happening of any occurrence which may result in a claim under this Policy you must:
  - a. advise us as soon as possible and provide details of any other insurance applicable;

- b. immediately inform the police of any claim involving bodily injury, theft or criminal act, or loss of property and take all reasonable steps to discover the guilty party and to recover the stolen or lost property;
  - c. as soon as possible after the occurrence, and within a maximum period of 30 days, provide us with full details in writing of any claim;
  - d. immediately forward to us any letter, claim, writ, summons or other legal process issued or commenced against you;
  - e. provide us with proof, information and sworn declarations that we require, including proof of ownership and proof of purchase and value in the form of purchase receipts or valuation certificates.
11. You must make no admission, statement, offer, promise of payment or indemnity, nor commence any legal or recovery action without our written consent. We are entitled to full discretion in the conduct of any legal proceedings and settlement of any claim, and you must provide all information and assistance that we reasonably require. We may, without incurring any liability or in any way diminishing our rights:
- a. take possession of any damaged item, its parts or accessories and deal with such in a reasonable manner, but this condition does not grant any rights to you to abandon any property to us whether already in our possession or not;
  - b. take legal action in your name in respect of any recovery of or contribution to a claim;
  - c. take over and conduct in your name any defence and settlement of any claim;
  - d. discharge our obligations at any time under any liability portion of the Policy, by paying to you, or a third-party claimant, the maximum liability or such lesser sum for which the claim may be settled inclusive of legal fees and other expenses agreed and incurred prior to the date of payment. When making such payment, we may relinquish the conduct of any defence or settlement of the proceedings, and when doing so we shall not be responsible for any damage alleged to have been caused to you in consequence of any action or omission by us, in connection with the defence or settlement of the proceedings or of us relinquishing such conduct, nor shall we be liable for any costs or expenses incurred by you or any claimant or other person after we have relinquished such conduct.
12. No claim shall be payable after twelve months from the occurrence unless the claim is the subject of pending legal action or is a claim in respect of your legal liability to a third party.
13. In the event of a claim being rejected, you have 90 days to challenge the rejection or make submissions to us. Thereafter summons must be issued and served on us within 180 days, failing which, all benefit afforded under this Policy in respect of any such claim shall be forfeited.
14. If there is any other existing insurance covering the same claim, you must simultaneously with the claim documentation provide us with full details of the other insurance, and we shall not be liable to pay or contribute more than our pro-rata portion of the claim.
15. If cover indicated against an item on the schedule is noted as kept in a bank vault, the insurance only applies whilst the item is contained in a safe deposit at a registered bank, subject to the extension of cover under the Personal All Risks section of the Policy.
16. If there is overlapping or duplicated cover for an occurrence under different sections of the Policy covering the same loss damage or liability, you must elect under which section the claim is to be

submitted. You may not submit separate claims under different sections of the Policy, the intention being that overlapping or duplicated cover provided under different sections does not accumulate.

17. If you have elected a voluntary excess the amount noted in the schedule will be applied first to each and every claim under the relevant section of the Policy, and is additional to the standard excess noted in the schedule.
18. If we settle a claim for an item which is stolen or lost, or deemed uneconomical to repair, we will not refund any portion of the premium for the remainder of the period of insurance, in respect of cover for that event or item.

## GENERAL EXCLUSIONS

We will not be liable for:

- i. any loss, damage, injury or claim arising out of confiscation.
- ii. any loss, damage, injury or claim deliberately caused by you or any person acting on your behalf.
- iii. any loss, damage, injury or claim which is in any respect fraudulent, dishonest or inflated or where fraudulent means or devices have been used by you, or any person acting on your behalf. In this event, you forfeit all benefit afforded under this Policy. We may reject the entire claim and cancel your policy retrospectively to the reported incident date or the actual incident date, whichever date is earliest.
- iv. any loss, damage, injury or claim arising out of any contractual liability, theft by false pretences or the fraudulent act or representation of a third party.
- v. any loss, damage, injury, claim or legal liability which is caused by or results from or relates to any of the following:
  - a. civil commotion, labour disturbances, riot, strike, lock-out or public disorder or any act or activity which is calculated or directed to bring about any of the above;
  - b. any act or activity of looting committed as part of the acts of riots (political and non-political), strikes (legal and illegal), public disorder, civil commotion, labour disturbance, xenophobia or Arfophobia acts;
  - c. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), or civil war;
  - d. mutiny, popular uprising, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege, insurrection, rebellion or revolution;
  - e. any act (whether on behalf of an 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;
  - f. any act calculated or directed to bring about loss or damage 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;

- g. any act of terrorism. An act of terrorism means the use or threat of violence for political, religious, personal or ideological reasons. This may or may not include an act that is harmful to human life. It could be committed by any person or group of persons, acting alone, on behalf of or with any organisation or government. It includes any act committed with the intention to influence any government or inspire fear in the public.
  - h. any attempt to perform any act referred to in General Exclusions v. a. to v. g. above;
  - i. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any event referred to in any of General Exclusions v. a. to v. g. above;
- vi. any event for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) of the Republic of South Africa or any similar Act operative in any of the territories to which this policy applies.
  - vii. the provision of any cover, the payment of any claim and the provision of any benefit under this policy, to the extent that the provision of such cover, payment of such claim or provision of any benefit by us would expose us to any sanction, prohibition or restriction under any United Nations resolutions, the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or the United States of America, South Africa or any other sanctions applicable to us or our reinsurers irrespective of enactment in the jurisdiction where the indemnity or benefit is provided or payment made.
  - viii. any loss, damage, legal liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with a national, regional, municipal, and/or local interruption, failure or suspension of the electricity grid of South Africa for whatsoever reason, whether due to damage, an inability and/or failure, partial or total, of the utility supplier to generate, transmit or distribute electricity, or otherwise.
  - ix. any event where compensation can or could be claimed or may be due from any compulsory motor vehicle insurance legislation, the Road Accident Fund Act or any legislation enacted for the purpose of providing compensation for loss, damage or liability caused by a motor vehicle;
  - x. any event where compensation can or could be claimed or may be due from the Occupational Health and Safety Act;
  - xi. any event where compensation can or could be claimed or may be due from the Compensation for Occupational Injuries and Diseases Act (COIDA).

*Exclusions vi., vii., viii. and ix. apply regardless of whether the applicable legislative Fund is unable or incapable of paying compensation, or whether or not such compensation has been claimed, paid or received in terms of the relevant Acts.*

- xii. any loss, damage, injury, claim or legal liability, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:
  - a. ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
  - b. nuclear material, nuclear fission or fusion, nuclear radiation;
  - c. nuclear explosives or any nuclear weapon;

- d. nuclear waste in whatever form; regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission.
- xiii. any loss, damage, injury, claim or legal liability, cost or expense whatsoever or any consequential loss directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by the hazardous nature of asbestos in any form or quantity.
- xiv. any loss, damage, injury, claim or legal liability arising directly or indirectly out of the exposure to or inhalation of, or fears of the consequences of exposure to, or inhalation of asbestos or the cost of cleaning up, or removal of, or damage to property arising out of any asbestos.
- xv. any loss, damage, injury, claim or legal liability caused or aggravated directly or indirectly by or arising from any mining operation or mining activity.
- xvi. any loss, damage, legal liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
  - a. any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a computer system;
  - b. any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data;or any action taken in controlling, preventing, suppressing or remediating the points a. or b. above regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- xvii. Any loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data, shall not be covered under this policy, nor shall it be considered to be physical loss or damage for the purposes of this exclusion or any other section of this policy.
- xviii. If we allege that any loss, damage, liability, claim, cost, expense is not covered by this policy, the burden of proof rests on you to prove otherwise.

# BUILDINGS

## DEFINITIONS

For this section:

**Unoccupied** means at the time of the loss or damage the home, although furnished, has not been lived in more than 60 consecutive days, or if not sufficiently furnished for normal living purposes, for more than 30 consecutive days.

### Indemnity

We will indemnify you against loss of or damage to the buildings noted in the schedule. This indemnity is subject to the prior payment or deduction of any applicable excess noted in the schedule.

### Basis of Indemnity

We will at our own discretion replace, reinstate, repair, rebuild or may pay in cash up to the maximum indemnity noted in the schedule.

If at the time of loss or damage the cost of replacing the buildings (excluding demolition, debris removal and professional fees) as new is greater than the maximum indemnity noted in the schedule, you will be your own insurer for the difference and will bear a rateable proportion of the loss or damage.

### Inflation

The maximum indemnity will be increased automatically each month in line with the building price index to counter the effect of inflation. No additional premium will be charged during the period of insurance. Your premium will be recalculated on the adjusted maximum indemnity at the policy anniversary date. This does not relieve you of your responsibility to ensure that the sums insured represent the full value of the property at all times.

### Mortgagee Financial Interest

If any bank or any other financial institution has been noted in the schedule as having an interest in the insured property you agree that we first pay that financial institution to the extent of their interest in the insured property, namely the amount which is owing to the bank or the financial institution or the amount noted in the schedule, whichever is the lesser. If you act or omit to act in a way that may make this policy invalid, the interest of the bank or financial institution will not be prejudiced if the following conditions are met:

- a. the bank or financial institution did not know that you acted or omitted to act in a way that may have made this insurance invalid;
- b. the bank or financial institution tells us about the act or omission as soon as they become aware of it;
- c. you pay any extra premium you owe.

## 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 personally reinstate the private residence on the same site (or on another site and in the manner 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 months;
- b. we will settle in terms of our discretion to replace, reinstate, repair, rebuild or may pay cash;
- c. we will not be liable for the costs of reinstatement exceeding the cost which would have been payable until such cost has been incurred by you.

## EXTENSIONS OF COVER

These extensions of cover are limited in to the maximum indemnity noted in the schedule. The policy excess does not apply but any voluntary excess elected by you applies first to each and every claim.

### Additions and Extensions

We will indemnify you for damages to or loss of capital additions and extensions provided that:

- a. the maximum indemnity is limited to the amount noted in the schedule;
- b. you must notify us in writing within 60 days of the commencement of construction;
- c. you pay us any additional premium due.

### Alternative Accommodation and Loss of Rent

We will pay up to the maximum indemnity noted in the schedule for your reasonable and necessary costs of alternative accommodation which we have agreed in advance whilst your residence cannot be lived in owing to a loss or damage that we have agreed to indemnify you for under this section, provided that:

- a. the maximum period that we will cover is 12 months;
- b. the cover includes reasonable accommodation for your domestic pets;
- c. the cover includes loss of actual rental which you would have earned but for the loss;
- d. but excludes costs recoverable by you under any other policy of insurance.

### Architects and Professional Fees

We will pay up to the maximum indemnity noted in the schedule for the reasonable and necessary fees and extra expenses involved in rebuilding or repairing the building following physical loss or damage including:

- a. fees to architects, surveyors, consulting engineers;
- b. legal fees;
- c. demolition and debris removal fees;
- d. clearing the site and making the site and home safe;
- e. fees to comply with government or local authority requirements.



Provided that:

- i. We are not liable to pay costs or fees relating to undamaged parts of the building, or costs incurred in complying with any government or local authority requirement notified to you before the damage occurred.

## Buying a New Home

If you are buying a new home within South Africa during the period of insurance, we will automatically cover the buildings at the new address whilst you arrange insurance, provided that:

- a. this cover only applies to loss or damage caused by fire;
- b. the maximum indemnity is limited to the maximum indemnity of your existing cover under this section of the policy;
- c. there is no other insurance in place covering the new buildings;
- d. the cover remains in place only until you arrange insurance but subject to a maximum period of 60 days from signature of the offer of purchase;
- e. the new home is subsequently insured with us.

## Carpets, Curtains and Appliances

If your home is rented out furnished, we will also cover your carpets, curtains and domestic appliances under this section against accidental loss or damage, provided that:

- a. the maximum indemnity is limited to the amount noted in the schedule;
- b. there is no other insurance in place covering the items.

## Clearance Costs

We will indemnify you up to the amount noted in the schedule for the reasonable costs incurred in the removal of debris from the risk address following loss or damage insured.

## Difference in Cover for Sectional Title (if noted on the schedule as included)

We will indemnify you for the difference in cover applicable to your Sectional Title building in a Sectional Title Development for the fixtures and fittings that are not covered in terms of the policy of insurance applicable for the Sectional Title Development provided that:

- a. losses are limited to the perils of accidental damage, fire, flood, water, power surge, explosion, theft and lightning;
- b. a valid policy of insurance must be in force for the Sectional Title Development, and we must be provided with a copy of the policy wording and schedule upon request;
- c. an excess of R1,000 is applicable.

## Environmental Benefits

If your building is totally destroyed by an occurrence and we have agreed to reinstate your building, we will pay up to the maximum indemnity noted in the schedule, to install any combination of the following:

- a. rainwater tank;
- b. solar power systems, including solar hot water systems or photo-voltaic (PV) power systems;
- c. hot water heat exchange system;
- d. grey water recycling system.

## Excess Waiver

(if noted in the schedule as included)

We will waive the excess applicable to any loss or damage under this section of the policy, provided that:

- a. our liability is limited to the maximum indemnity noted in the schedule;
- b. this extension does not apply to any additional voluntary excess accepted by you.

## Fatal Injury

We will pay the amount noted in the Schedule if you die within 90 calendar days of being injured by fire, theft, attempted theft, hijacking or burglary in your private residence or outbuildings, or at the risk address.

## Fire-fighting

We will pay the up to the amount noted in the schedule for the cost of fire extinguishing to prevent or extinguish fire damage to the buildings.

## Garden Restoration

We will pay up to the maximum indemnity noted in the schedule to restore your garden at the risk address if it is damaged during the period of insurance by fire, lightning, collision or impact, theft or vandalism.

## Geyser

We will pay for the reasonable maintenance, replacement or repair costs owing to loss of or damage to any geyser, subject to the maximum indemnity and excess noted in the schedule. The excess is waived if, at the outset, you make use of the Echelon Help Facility on 0860 200 002.

## Home Alteration Following Injury

We will pay the fair and reasonable costs towards essential alterations or adaptations to the home necessitated by your permanent identifiable physical injury, provided that:

- a. the injury is caused directly by a sudden and unforeseen accident;

- b. the injury occurs during the period of insurance;
- c. the injury results in you having to rely on a wheelchair for mobility;
- d. the indemnity is limited to the amount specified in the schedule.

## Leak Detection and Repairs

We will pay up to the maximum indemnity noted in the schedule:

- a. the reasonable costs to find and access the point of escape of water, gas or oil leaks from your permanent internal pipes which is likely to cause damage to the buildings or contents;
- b. the reasonable costs incurred resulting from a water leak from the underground service pipes for which you are legally liable outside the risk address;
- c. The reasonable costs to repair any resulting damage to the buildings, provided that the first manifestation of such leakage was after commencement of the insurance.

## Locks, Keys and Remote Controls

We will pay up to the maximum indemnity noted in the schedule for the costs reasonably and necessarily incurred as a direct result of any keys and locks for the buildings occupied by you being lost or damaged.

## Loss of Water by Leakage

We will pay up to the maximum indemnity noted in the schedule for additional metered water charges owing to leakage or bursts for which you are legally responsible, provided that:

- a. you take immediate steps to repair the pipes affected upon discovery of a leak (by physical evidence or on receipt of an abnormally-high water account);
- b. the meter reading is at least 50% more than the average reading of the four readings preceding it;
- c. leaking taps, geysers, toilet systems and swimming pools are excluded;
- d. the risk address hasn't been unoccupied for more than 60 consecutive days.

## Mechanical and Electrical Breakdown

We will compensate you up to the amount noted in the schedule for sudden and unexpected damage to fixed domestic use machinery installed at your risk address.

We will not be liable for:

- a. depreciation;
- b. gradual causes such as wear and tear, rust, mildew, corrosion, decay, gradual deterioration, the use of unsuitable or defective materials or parts;
- c. loss or damage caused by lack of maintenance;
- d. loss or damage to windmills;
- e. loss or damage caused by household pests (such as rodents, moth, vermin or insects);
- f. loss or damage caused by cleaning, repairing or restoring by any manner or method;
- g. loss or damage to any data or telecommunication equipment or apparatus;
- h. items which are covered by a manufacturer's guarantee, purchase agreement or service contract.

## Mechanical and Electrical Breakdown Extension (if noted in the schedule as included)

We will compensate you up to the amount noted in the schedule for sudden and unexpected damage to fixed domestic use machinery installed at your risk address.

We will not be liable for:

- a. depreciation;
- b. gradual causes such as wear and tear, rust, mildew, corrosion, decay, gradual deterioration, the use of unsuitable or defective materials or parts;
- c. loss or damage caused by lack of maintenance;
- d. loss or damage to windmills;
- e. loss or damage caused by household pests (such as rodents, moth, vermin or insects);
- f. loss or damage caused by cleaning, repairing or restoring by any manner or method;
- g. loss or damage to any data or telecommunication equipment or apparatus;
- h. items which are covered by a manufacturer's guarantee, purchase agreement or service contract.

## Emergency Expenses for Domestic Employees

We will compensate you up to the amount noted in the schedule for the emergency expenses of domestic employees incurred as a result of an accidental bodily injury, provided that:

- a. you employ the domestic employees at the risk address;
- b. you incurred and paid the emergency expenses;
- c. the injury was caused during the course of the domestic employees' duty at the risk address;
- d. there is no compensation from another insurance policy or facility.

## Emergency Expenses for Guests

We will compensate you up to the amount noted in the schedule for the emergency expenses of a guest or visitor incurred as a result of an accidental bodily injury, provided that:

- a. you incurred and paid for the emergency expenses;
- b. the injury was caused directly by a defect in the buildings at the risk address;
- c. there is no compensation from another insurance policy or facility.

## New Fixtures

We will pay up to the maximum indemnity noted in the schedule for the replacement or repair costs for damage to or loss of new fixtures and fittings, fitted furniture and fitted appliances installed at the risk address, provided that:

- a. you notify us in writing within 21 days of purchase of the new fixtures and fittings;
- b. you pay us any additional premium due.

## Pest Extermination

We will pay the reasonable costs for emergency professional extermination and removal of pests, provided that:

- a. the infestation is sudden and unexpected;
- b. it is a risk to your health, or it could lead to loss of or damage to the buildings, or it makes the building uninhabitable;
- c. the building has not been unoccupied for more than 60 consecutive days.

## Public Supply and Mains Connections

We will indemnify you up to the maximum indemnity noted in the schedule for costs reasonably and necessarily incurred as a result of accidental loss or damage to water, sewerage, gas, electricity or telephone connections belonging to you or for which you are legally responsible between your buildings and the public supply.

## Removal of Trees

We will pay the reasonable costs of removal of fallen trees, or trees at the risk address that pose a risk to your home, up to the maximum indemnity for any 12-month period of insurance, provided that:

- a. the removal of tree stumps and roots is excluded;
- b. you have obtained our prior written consent.

## Security Guards

We will pay up to the maximum indemnity noted in the schedule you for the costs reasonably and necessarily incurred in employing a security guard following loss or damage caused by an occurrence.

## Subsidence and Landslip Limited Cover

We will pay the reasonable replacement or repair costs for damage to the building caused by subsidence or heave of the land supporting the building or landslip provided such loss or damage is not caused by, made worse or arise from:

- a. surface or subterranean excavations other than those performed in the course of mining operations;
- b. structural alterations, additions or repairs to the building;
- c. the compaction of infill;
- d. defective design, defective materials or defective workmanship;
- e. normal settlement, shrinkage or expansion of the building.

We will not be liable for:

- i. loss of or damage to solid floor slabs or any other part of the building resulting from the movement of such slabs, unless the foundations supporting the external walls of the building are damaged by the same cause at the same time;
- ii. loss of or damage to swimming pools, tennis courts, patios, terraces, driveways, paths, septic or conservancy tanks, drains, water courses, boundary walls, gates, posts and fences; unless the home is damaged by the same cause at the same time;
- iii. loss or damage caused by the contraction or expansion of soil due to its moisture or water content, as experienced in clay and similar soil types;
- iv. work necessary to prevent further loss or damage due to subsidence, heave or landslip except where appropriate design precautions were implemented during the original construction of the building and any subsequent additions thereto.

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

### Subsidence and Landslip Comprehensive Cover (if noted in the schedule as included)

This cover is only in force if:

- a. you have fully completed the Echelon Supplementary Questionnaire Subsidence and Landslip; and
- b. we have confirmed that comprehensive cover is approved.

We will pay the reasonable replacement or repair costs for damage to the building caused by subsidence or heave of the land supporting the building or landslip provided such loss or damage is not caused by, made worse or arise from:

- a. surface or subterranean excavations other than those performed in the course of mining operations;
- b. structural alterations, additions or repairs to the building;
- c. the compaction of infill;
- d. defective design, defective materials or defective workmanship;
- e. normal settlement, shrinkage or expansion of the building.

We will not be liable for:

- i. loss of or damage to solid floor slabs or any other part of the building resulting from the movement of such slabs, unless the foundations supporting the external walls of the building are damaged by the same cause at the same time;
- ii. loss of or damage to swimming pools, tennis courts, patios, terraces, driveways, paths, septic or conservancy tanks, drains, water courses, boundary walls, gates, posts and fences; unless the home is damaged by the same cause at the same time;
- iii. work necessary to prevent further loss or damage due to subsidence, heave or landslip except where appropriate design precautions were implemented during the original construction of the building and any subsequent additions thereto.

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

### Swimming Pool and Borehole Machinery

We will indemnify you up to the maximum indemnity noted in the schedule for loss or damage to your plant and machinery of saunas, spas, swimming pools and domestic boreholes, installed at the risk address as a result of accidental external causes or electrical or mechanical derangement or breakdown; but excluding:

- a. loss or damage caused by wear and tear, gradual deterioration;
- b. rust;
- c. automatic swimming pool cleaning equipment or windmills.

### Temporary Removal of Fixtures

We will indemnify you up to the maximum indemnity noted in the schedule for loss of or damage to permanent fixtures temporarily removed from the building for repair or restoration provided that such items are not removed for a period exceeding 60 days.

## BUILDINGS – SPECIFIC EXCLUSIONS

We will not be liable for:

- i. loss or damage caused by, or consisting of:
  - a. mechanical or electrical faults or breakdown, wear and tear, gradual deterioration, the use of unsuitable or defective materials or parts, corrosion, rust or oxidation, moth, vermin or insects, normal settlement, warping or shrinkage, a rise in the water table except as a result of a storm, rot, fungus, mould or infestation;
  - b. weeds or roots;
  - c. dryness or humidity, being exposed to light or extreme temperatures (unless the loss is caused by fire damage);
  - d. chewing scratching, tearing, denting, vomiting or fouling by your pets;
  - e. chipping, scratches, disfiguration or discolouration;
  - f. cleaning, demolition, alteration, restoration, repair or any similar work on the buildings;
  - g. pollution or contamination;
  - h. anything which happens gradually, including smoke and rising damp;
  - i. coastal, river or wind erosion;
  - j. subsidence, landslip or ground heave unless noted in the schedule as included;
  - k. confiscation.
- ii. misuse, defective workmanship or design, or the use of faulty materials;
- iii. damage caused by theft, attempted theft, vandalism and malicious acts unless all security requirements endorsed on the schedule are fully complied with;
- iv. the cost of maintenance, redecoration or refurbishment;
- v. damage resulting from any building works;
- vi. failure of items within the manufacturer's warranty period, or items more specifically insured;
- vii. loss or damage by theft or misappropriation by your tenant or subtenant or by family or servants of such tenant or subtenant;
- viii. the first R 5,000 for any loss or damage arising from theft or attempted theft, malicious damage or the escape of water when the building is unoccupied;
- ix. loss or damage caused by storm, wind, water hail or snow during renovations, additions or extensions to the extent that such loss or damage is attributable or made more severe by the renovations, additions or extension;
- x. loss or damage arising directly or indirectly from non-compliance with the National Building Regulations and Building Standards Act 103 of 1977 (or any replacement statute or provincial or local legislation or regulation applicable to the building standards or building maintenance).



# HOME CONTENTS

## DEFINITIONS

For this section:

**Business Interruption Loss** means a financial loss arising from a valid claim under this section owing to:

1. fixed expenses being incurred following the interruption of your business,
  2. loss of operating profit as a result of a reduction in your turn-over following the interruption of your business,
  3. additional working or fixed expenses you incur with our consent for the sole purpose of diminishing the loss of profit following the interruption of your business,
- less:
- i. any fixed and operating expenses saved.

**Outbuilding** means a separate building situated at the risk address noted in the schedule and which is not inter-leading to the private residence, even if attached, and excludes the grounds upon which the building is situated.

**Private residence** means a building situated at the risk address shown in the schedule and in which a person resides and excludes the grounds upon which the building is situated.

**Property** means household goods and personal effects and business goods and equipment normally kept at the private residence which belong to you or are your responsibility.

**Safe** means a safe that is SABS approved and permanently affixed to the floor or a structural wall of the private residence.

**Stock and Samples** means the goods or merchandise or small part or quantity intended to show what the whole is like, kept at the home and available for sale or distribution.

### Indemnity

We will indemnify you against loss of or damage to your property whilst in the private residence or outbuilding at the address noted on the policy schedule.

We will also indemnify you against loss of or damage to your property which is temporarily removed anywhere in the Republic of South Africa, provided that such property is secured in a building in which you are temporarily residing or occupying or any building in which you are employed which has the same security measures in place as the risk address noted in the schedule. In this event your indemnity is limited to 10% of the maximum indemnity under this section.

The indemnity is subject to the prior payment or deduction of any applicable excess noted in the schedule.

## Basis of Indemnity

We will at our own option restore, repair, replace or pay in cash. The amount payable will be the current replacement cost subject to up to the maximum indemnity noted in the schedule.

If at the time of loss or damage the cost of replacing the property insured as new is greater than the maximum indemnity noted in the schedule, you will be your own insurer for the difference and will bear a rateable proportion of the loss or damage.

## Inflation

The maximum indemnity will be increased automatically each month in line with the consumer price index to counter the effect of inflation. No additional premium will be charged during the period of insurance. Your premium will be recalculated on the adjusted maximum indemnity at the policy anniversary date. This does not relieve you of your responsibility to ensure that the sums insured represent the full value of the property at all times.

## Pairs and Sets

If any part of a pair, set or collection is lost or damaged, we will not pay any more than the value of the part which is lost or damaged.

No allowance will be made for any reduction in the value of the remaining part or parts of the pair, set or collection

## HOME CONTENTS – EXTENSIONS OF COVER

These extensions of cover are limited to the maximum indemnity noted in the schedule. The policy excess does not apply but any voluntary excess elected by you applies first to each and every claim.

The following Extensions do not apply if you are a tenant of the risk address, unless the lease agreement specifically notes that it is your responsibility:

- Locks, Keys and Remote Controls,
- Loss of Water by Leakage,
- Pest Extermination,
- Swimming Pool and Borehole Machinery

## Alternative Accommodation and Loss of Rent

We will pay up to the maximum indemnity noted in the schedule for your reasonable and necessary costs of alternative accommodation which we have agreed in advance whilst your private residence cannot be lived in owing to a loss or damage that we have agreed to indemnify you for under this section, provided that:

- a. the maximum period that we will cover is 2 years;
- b. the cover includes reasonable accommodation for your domestic pets;

- c. the cover includes loss of actual rental which you would have earned but for the loss;
- d. costs recoverable under any other policy of insurance are excluded.

### Average Protector Benefit (if noted in the schedule as included)

In the event of a loss we will waive the application of average, provided that:

- a. you have diligently completed and returned the Echelon contents inventory survey form;
- b. you have adjusted the maximum level of indemnity of your contents in line with the Echelon contents inventory survey form;
- c. the amount that you are underinsured by, is less than 25 percent of the maximum level of indemnity;
- d. the waiver is limited to the amount noted in the schedule.

### Bank Cards, Money and Kruger Coins

We will indemnify you against loss of or damage to money and Kruger coins, or loss resulting from the theft of your bank cards, provided that:

- a. the loss or damage or theft must be from a locked safe at the private residence;
- b. loss or damage arising out of theft or attempted theft must be accompanied by forcible and violent entry;
- c. the maximum indemnity is limited to the amount noted in the schedule per calendar year;
- d. you must have complied with all the terms under which your bank cards were issued;
- e. indemnity under any other policy of insurance is excluded.

### Business Contents

We will indemnify you up to the amount noted in the schedule for loss of or damage to your business contents kept at the risk address subject to the maximum indemnity noted in the schedule, provided that:

- a. loss or damage arising out of theft or attempted theft must be accompanied by forcible and violent entry;
- b. indemnity under any other policy of insurance is excluded.

### Extended Business Contents (if noted in the schedule as included)

We will indemnify you up to the amounts noted in the schedule for:

- a. loss of or damage to your trading stock and samples;
- b. loss of or damage to your business equipment;
- c. personal liability;
- d. financial loss owing to business interruption;

Provided that:

- i. the maximum indemnity for loss of or damage to stock and samples is limited to R50 000;
- ii. the maximum indemnity for loss of or damage to business equipment is limited to R250 000;

- iii. loss of or damage to stock and samples and business equipment is limited to the perils of Fire, Flood, Water, Theft and Lightning;
- iv. the perils of Accidental Damage and Power Surge to stock, samples, and business equipment is limited to R150 000 per event, with a limit per item of R50 000;
- v. cover for data is limited to restoration, with a limit of R5 000 per event;
- vi. business interruption is limited to R25 000 per event, and limited to 3 events per 12-month period;
- vii. theft cover is subject to the security requirements applicable to the policy being fully complied with, and must be accompanied by forcible and violent entry;
- viii. personal liability is limited to R1 000 000 and excludes liability arising from your business, trade or occupation, professional liability and product liability.

### Extended Business Contents for Air B&B (if noted in the schedule as included)

We will indemnify you up to the amounts noted in the schedule for loss of or damage to your contents, provided that:

- a. cover is limited to loss or damage caused by fire, flood, water, theft and lightning;
- b. all liability cover is excluded;
- c. loss of rental and alternative accommodation is excluded;
- d. theft cover is subject to the security requirements applicable to the underlying policy and must be accompanied by forcible and violent entry.

### Clearance Costs

We will indemnify you up to the amount noted in the schedule for the reasonable costs incurred in the removal of debris from the risk address following loss or damage insured.

### Data and Documents

We will pay the reasonable costs incurred up to the amount noted in the schedule:

- a. to reconstitute your private data on your private computer which you are unable to recover which is lost or damaged as a direct result of an occurrence which is covered by this policy;
- b. to replace lost or damaged deeds, bonds, securities and private legal documents, provided that we will only be liable for the value of materials and the cost of labour in reinstating the documents and data or obtaining duplicates and not for the value to you of the content.

### Fatal Injury

We will pay the amount shown in the Schedule if you die within 90 calendar days of being injured by fire, robbery or hijacking at the risk address.

### Fire-fighting

We will pay up to the amount noted in the schedule for the cost of fire extinguishing to prevent or extinguish fire damage to the contents.

## Fridge and Freezer Contents

We cover accidental spoiling of the contents of your refrigerators or freezers inside your private residence and outbuildings caused by a change in temperature. Our compensation is limited to the amount shown in your policy summary. However, we do not cover the following:

- a. spoiling caused by someone adjusting the temperature control;
- b. damage to the refrigerators or freezers caused by spoiling of food or other contents;
- c. spoiling due to load-shedding, or electrical grid failure, of a power-supply authority on a national, regional, municipal, local and/or private level;
- d. spoiling as a result of non-payment or non-purchase of power or any type of fuel.

## Full House (Bowls)

We will pay you the amount noted in the schedule in the event that you achieve a full house, provided that:

- a. the full house is achieved at a recognised lawn bowls club during a match played within the official rules of lawn bowls;
- b. written confirmation is obtained from the secretary of the lawn bowls club;
- c. cover is limited to two incidents per annum.

## Garage, Store-Room, Outbuilding and Wendy-House Extension

We will indemnify you up to the amount noted in the schedule against loss or damage to your contents whilst in a garage, store-room, outbuilding or wendy-house at the risk address which is not protected by a linked alarm, provided that:

- a. theft cover is subject to the garage, store-room, outbuilding or wendy-house being locked and entry is gained by forcible and violent means.

## Garden Furniture and Outdoor Items

We will indemnify you against loss or damage to your outdoor and garden items whilst in the garden of the risk address subject to the maximum indemnity noted in the schedule.

## Gifts

We will indemnify up to the amount noted in the schedule for the reasonable costs incurred to replace or repair damaged or lost gifts stored at the risk address for a period of 30 days before or after an anniversary, engagement, wedding, birthday or religious celebration.

## Goods in Transit Cover

We will indemnify you up to the maximum indemnity noted in the schedule for loss of or damage to contents being transported to or from the risk address from a place of purchase or repair, provided that:

- a. the transit is within the territory of South Africa and is uninterrupted;
- b. reasonable steps have been taken to safeguard each item commensurate with its value;
- c. the items are not more specifically insured elsewhere;
- d. an excess of R 1,000 is applicable.

Provided that the following items are excluded:

- i. furs, jewels, jewellery, gemstones, watches and articles made from platinum, gold or silver, art and collectibles.

## Guests and Domestic Staff

We will indemnify you against loss or damage to the property of guests temporarily residing with you or domestic staff permanently residing at the risk address, provided that:

- a. the maximum indemnity is limited to the amount noted in the schedule;
- b. indemnity under any other policy of insurance is excluded;
- c. an additional excess of R 2,500 applies;
- d. the loss or damage occurs at the risk address;
- e. this cover does not extend to furs, jewels, jewellery, gemstones, watches, articles made from platinum, gold or silver, art and collectibles, money or bank cards;
- f. loss or damage arising out of theft or attempted theft must be accompanied by forcible and violent entry.

## Hole-in-One (Golf)

We will pay you the amount noted in the schedule in the event that you achieve a hole-in-one, provided that:

- a. the hole-in-one is scored at a recognised golf-course during a match played under official rules of golf;
- b. written confirmation is obtained from the secretary of the golf club.

## Identity Theft

We will indemnify you for legal costs and legal expenses incurred by you in connection with the unauthorised or illegal use of your personal information, identity documents, passports or driver's license by a third party that leads to real or potential prejudice and results in legal liability or financial loss, provided that:

- a. the maximum indemnity is limited to the amount noted in the schedule per calendar year;
- b. you must notify your bank or financial institution within 24 hours of discovering the theft and provide us with a copy of such notification;
- c. we must be informed of and agree to beforehand, any legal costs and expenses we might be liable to pay under this section.

We will not be liable for identity theft caused:

- i. by your own negligence;
- ii. by family members or persons resident at the risk address;
- iii. by or in connection with your profession or business.

## Laundry

We will indemnify you against loss of or damage to your clothing on a washing line subject to the maximum indemnity noted in the schedule.

## Locks, Keys and Remote Controls

We will pay up to the maximum indemnity noted in the schedule for the costs reasonably and necessarily incurred as a direct result of any keys and locks for the private residence occupied by you being lost or damaged.

## Loss of Water by Leakage

We will pay up to the maximum indemnity noted in the schedule for additional metered water charges owing to leakage or bursts for which you are legally responsible, provided that:

- a. you take immediate steps to repair the pipes affected upon discovery of a leak (by physical evidence or on receipt of an abnormally-high water account);
- b. the meter reading is at least 50% more than the average reading of the four readings preceding it;
- c. leaking taps, geysers, toilet systems and swimming pools are excluded;
- d. the risk address has not been unoccupied for more than 60 consecutive days.

## Marquee Hire

We will indemnify you for loss or damage to a marquee and its associated lighting, heating and furnishings that you hire temporarily against physical loss or physical damage, provided that:

- a. the loss is not covered by another policy of insurance;
- b. the cover only applies whilst it is at the risk address;
- c. an additional excess of R 2,500 applies;
- d. the maximum indemnity is limited to the amount noted in the schedule.

## Mechanical and Electrical Breakdown

We will compensate you up to the amount noted in the schedule for sudden and unforeseen breakdown of your insured property while it is at the private residence.

We will not be liable for:

- a. depreciation;
- b. gradual causes such as wear and tear, rust, mildew, corrosion, decay, gradual deterioration, the use of unsuitable or defective materials or parts;
- c. loss or damage caused by lack of maintenance;
- d. loss or damage to windmills;
- e. loss or damage caused by household pests (such as rodents, ants and moths);
- f. loss or damage caused by cleaning, repairing or restoring by any manner or method;
- g. loss or damage to any tools, gardening implements or garden furniture;
- h. loss or damage to any automatic pool cleaning equipment;
- i. loss or damage to any to any portable computer equipment or cellular devices;
- j. loss or damage to any data or telecommunication equipment or apparatus;
- k. items which are covered by a manufacturer's guarantee, purchase agreement or service contract.

## Mechanical and Electrical Breakdown Extension (if noted in the schedule as included)

We will compensate you up to the amount noted in the schedule for sudden and unexpected damage to fixed domestic use machinery installed at your risk address.

We will not be liable for:

- a. depreciation;
- b. gradual causes such as wear and tear, rust, mildew, corrosion, decay, gradual deterioration, the use of unsuitable or defective materials or parts;
- c. loss or damage caused by lack of maintenance;
- d. loss or damage to windmills;
- e. loss or damage caused by household pests (such as rodents, ants and moths);
- f. loss or damage caused by cleaning, repairing or restoring by any manner or method;
- g. loss or damage to any tools, gardening implements or garden furniture;
- h. loss or damage to any automatic pool cleaning equipment;
- i. loss or damage to any to any portable computer equipment or cellular devices;
- j. loss or damage to any data or telecommunication equipment or apparatus;
- k. items which are covered by a manufacturer's guarantee, purchase agreement or service contract.

## Emergency Expenses for Domestic Employees

We will compensate you up to the amount noted in the schedule for the emergency expenses of domestic employees incurred as a result of an accidental bodily injury, provided that:

- a. you employ the domestic employees at the risk address;
- b. you incurred and paid the emergency expenses;
- c. the injury was caused during the course of the domestic employees' duty at the risk address;
- d. there is no compensation from another insurance policy or facility.

## Emergency Expenses for Guests

We will compensate you up to the amount noted in the schedule for the emergency expenses of a guest or visitor incurred as a result of an accidental bodily injury, provided that:

- a. you incurred and paid for the emergency expenses;
- b. the injury was caused directly by a defect in the buildings at the risk address;
- c. there is no compensation from another insurance policy or facility.

## New Possessions

We will allow an increase in the maximum indemnity for newly purchased property, provided that:

- a. the maximum indemnity is limited to the amount noted in the schedule;
- b. you notify us within 30 days of purchase;
- c. you pay us any additional premium due.



## Pairs and Sets Waiver Option (if noted in the schedule as included)

We will waive the Pairs and Sets Clause applicable to any loss or damage under this section of the policy provided that:

- a. our liability is limited to the maximum indemnity noted in the schedule;
- b. the remaining item/s of the pair or set become our property;
- c. this extension does not apply to stamps, coins, artwork or collectibles.

## Pest Extermination

We will pay the reasonable costs for emergency professional extermination and removal of pests, provided that:

- a. the infestation is sudden and unexpected;
- b. it is a risk to your health, or it could lead to loss of or damage to the contents, or it makes the home uninhabitable;
- c. the building has not been unoccupied for more than 60 consecutive days.

## Security Guards

We will pay up to the maximum indemnity noted in the schedule for the costs you reasonably and necessarily incur in employing a security guard following loss or damage caused by an occurrence.

## Storage and Removal

We will indemnify you against loss of or damage to your property whilst in storage, or whilst in transit to or from a storage depot, or whilst in transit during a permanent change of address, provided that:

- a. the storage or transit is within the territory of South Africa;
- b. the packing, removal and storage is conducted by recognised professional removal and storage contractors;
- c. reasonable steps have been taken to safeguard each item commensurate with its value;
- d. the items are not more specifically insured elsewhere;
- e. an additional excess of R 5,000 is applicable;
- f. the maximum period is 21 days.

## Students, Scholars and Parents in Care Facilities

We will indemnify you up to the amount noted in the schedule against loss of or damage to your property whilst at a boarding school, college, university or other student accommodation, or whilst at a care facility, including transit there and back, provided that:

- a. loss or damage arising out of theft or attempted theft must be accompanied by forcible and violent entry;
- b. the items are not more specifically insured elsewhere.

## Subsidence and Landslip Limited Cover

We will pay the reasonable replacement or repair costs for damage to the building caused by subsidence or heave of the land supporting the building or landslip provided such loss or damage is not caused by, made worse or arise from:

- a. surface or subterranean excavations other than those performed in the course of mining operations;
- b. structural alterations, additions or repairs to the building;
- c. the compaction of infill;
- d. defective design, defective materials or defective workmanship;
- e. normal settlement, shrinkage or expansion of the building.

We will not be liable for:

- i. loss of or damage to solid floor slabs or any other part of the building resulting from the movement of such slabs, unless the foundations supporting the external walls of the building are damaged by the same cause at the same time;
- ii. loss of or damage to swimming pools, tennis courts, patios, terraces, driveways, paths, septic or conservancy tanks, drains, water courses, boundary walls, gates, posts and fences; unless the home is damaged by the same cause at the same time;
- iii. loss or damage caused by the contraction or expansion of soil due to its moisture or water content, as experienced in clay and similar soil types;
- iv. work necessary to prevent further loss or damage due to subsidence, heave or landslip except where appropriate design precautions were implemented during the original construction of the building and any subsequent additions thereto.

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

## Subsidence and Landslip Comprehensive Cover (if noted in the schedule as included)

This cover is only in force if:

- a. you have fully completed the Echelon Supplementary Questionnaire Subsidence and Landslip; and
- b. we have confirmed that comprehensive cover is approved.

We will pay the reasonable replacement or repair costs for damage to the building caused by subsidence or heave of the land supporting the building or landslip provided such loss or damage is not caused by, made worse or arise from:

- a. surface or subterranean excavations other than those performed in the course of mining operations;
- b. structural alterations, additions or repairs to the building;
- c. the compaction of infill;
- d. defective design, defective materials or defective workmanship;
- e. normal settlement, shrinkage or expansion of the building.

We will not be liable for:

- i. loss of or damage to solid floor slabs or any other part of the building resulting from the movement of such slabs, unless the foundations supporting the external walls of the building are damaged by the same cause at the same time;
- ii. loss of or damage to swimming pools, tennis courts, patios, terraces, driveways, paths, septic or conservancy tanks, drains, water courses, boundary walls, gates, posts and fences; unless the home is damaged by the same cause at the same time;
- iii. work necessary to prevent further loss or damage due to subsidence, heave or landslip except where appropriate design precautions were implemented during the original construction of the building and any subsequent additions thereto.

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

### Swimming Pool and Borehole Machinery

We will indemnify you up to the amount noted in the schedule for loss or damage to your plant and machinery of saunas, spas, swimming pools and domestic boreholes, installed at the risk address, as a result of accidental external causes or electrical or mechanical derangement or breakdown; but excluding:

- i. loss or damage caused by wear and tear, gradual deterioration;
- ii. rust or oxidation, corrosion;
- iii. automatic swimming pool cleaning equipment or windmills.

### Trauma Treatment

We will compensate you and your domestic employees up to the amount noted in the schedule for the cost of trauma treatment and that you incur and pay for and which amounts to a disability event which was sustained as a direct result of a robbery, hijacking or fire that occurred at the risk address, provided that:

- a. the trauma treatment must be given by a registered professional counsellor;
- b. it must not be possible to recover the expenses from any other insurance or facility.

### Veterinary Expenses

We will pay up to the maximum indemnity noted in the schedule for veterinary expenses related to the treatment of any cat or dog that is owned by you if it is injured in a road accident, or as a result of an insured event at the risk address provided that:

- a. cover is limited to 3 incidents per annum.

## HOME CONTENTS – SPECIFIC EXCLUSIONS

We will not be liable for:

- i. loss or damage caused by, or consisting of:
  - a. mechanical breakdown, wear and tear, gradual deterioration, the use of unsuitable or defective materials or parts;
  - b. inherent defect, defective design, defective workmanship;
  - c. misuse or deliberate acts by you;
  - d. alteration, cleaning, renovation, repair, restoration, re-framing or similar process;
  - e. rust or oxidation, corrosion, moth, vermin or insects, normal settlement, warping or shrinkage, rot, fungus, mould, rising damp or infestation;
  - f. weeds or roots;
  - g. dryness or humidity, being exposed to light or extreme temperatures (unless the loss is caused by fire damage);
  - h. chewing, scratching, tearing, denting, vomiting or fouling by your pets;
  - i. chipping, scratches, disfiguration or discolouration;
  - j. pollution or contamination;
  - k. anything which happens gradually, including smoke and rising damp;
  - l. coastal or river erosion;
  - m. subsidence, landslip or ground heave unless noted in the schedule as included;
  - n. confiscation.
- ii. loss or damage which, but for the existence of this insurance, would have been compensated for under any contract, legislation, guarantee or insurance;
- iii. failure of items within their manufacturer's warranty period;
- iv. damage resulting from any building works;
- v. loss of or damage to any motorised wheelchair, golf trolley, golf cart, golf buggy, motorised scooter or sit-in toy or miniature vehicle being used in circumstances where any road traffic legislation applies;
- vi. loss or damage caused by theft, attempted theft, vandalism or malicious acts unless all security requirements endorsed on the schedule are fully complied with;
- vii. loss or damage by theft or misappropriation by your tenant or subtenant or by family or servants of such tenant or subtenant;
- viii. loss of or damage to firearms or guns unless stored in a gun safe when not being carried on the person;
- ix. loss or damage caused by bursting of incorrect or overcharged ammunition in firearms or guns;
- x. loss or damage to property insured elsewhere;

- xi. loss or damage to stamps, coins or collectables caused by:
  - a. fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness or temperature extremes;
  - b. handling or being worked on;
  - c. the process of repair, restoration or whilst being retouched;
  - d. use other than its use as a collectable;
  - e. the disappearance of an individual stamp, coin or other collectable item that is insured as part of a collection unless it is mounted in a volume and the page is also lost;
- xii. loss of or damage to any fur, rare coin, jewel, jewellery, gemstone, watch and article made from platinum, gold or silver (pairs and sets included) with a value in excess of R25,000 unless a professional valuation dated prior to the loss or damage is submitted.

## PERSONAL ALL RISKS

This cover is only available if Home Contents insurance in terms of the Policy is also in force.

### DEFINITIONS

For this section:

**Business and Professional Purposes** means:

- a. portable items owned by you for the sole purpose of use in the course and scope of your employment or profession.

**Concealed** means hidden and out of sight.

**Personal Effects** means portable items normally worn or designed to be carried on or by a person solely for private purposes, including:

- a. items worn or used by a person participating in leisure, sport and hobbies;
- b. personal bicycles;
- c. contents of caravans;
- d. baby seats and car seats;

owned by you or for which you are legally responsible.

**Private Residence** means a building situated at the risk address shown in the schedule and in which a person resides and excludes the grounds upon which the building is situated.

**Professional Sportsman** means a person who earns an income from a sporting activity.

**Safe** means a safe that is SABS approved and permanently affixed to the floor or a structural wall of the private dwelling or hotel.

**Specified All Risks Item** means:

- a. any personal effect with a value in excess of the unspecified all risks amount noted in the schedule;
- b. items used solely for business or professional purposes;
- c. sporting equipment and bicycles used by professional sportsman.

**Unspecified All Risks Item** means any personal effect with a value less than the amount noted in the schedule, but excluding the items defined as Specified All Risk items.

## BASIS OF INDEMNITY

### Indemnity

We will indemnify you against loss of or damage to your personal effects whilst in your home or whilst away from your home, or whilst temporarily removed anywhere in the world, provided that:

- a. if the loss is owing to theft from your home all security requirements noted under the Contents section must have been fully complied with.

The indemnity is subject to the prior payment or deduction of any applicable excess noted in the schedule. We will at our own option restore, repair, replace or pay in cash. The amount payable will be the current replacement cost up to the maximum indemnity noted in the schedule.

Items defined as Specified All Risk Items shall only be insured under this section if such items have been specified on the schedule and the required additional premium has been paid.

Items defined as Unspecified All Risk Items are insured under this section up to the amount noted in the schedule.

### Pairs and Sets (Unspecified All Risks Items)

If any part of a pair, set or collection is lost or damaged, we will not pay any more than the value of the part which is lost or damaged. No allowance will be made for any reduction in the value of the remaining part or parts of the pair, set or collection.

This limitation is not applicable to Specified All Risks Items.

### Reinstatement of Specified Items

If any item stated in the schedule is subject to a total loss, the lost or damaged item will be deleted from the schedule. The onus is upon you to advise us to insure the replaced item with a new description of the item.

## PERSONAL ALL RISKS – EXTENSIONS OF COVER

### Bank Vault Extension

If cover indicated against an item on the schedule is noted as kept in a bank vault, the insurance only applies whilst the item is contained in a safe deposit at a registered bank, provided that:

- a. we will also indemnify up to 25% of the amount noted in the schedule for loss of or damage to jewellery whilst such is temporarily removed from the bank vault for the purposes of being worn subject to a maximum of 21 days.

### Specified All Risks - Agreed Replacement Extension (if noted in the schedule as included)

If the item specified in the schedule is subject to a total loss, we will indemnify by either:

- a. replacing the lost or damaged item at the service provider noted in the schedule, or
- b. a cash-in-lieu payment based on the replacement cost or sum insured, whichever is the lesser.

### Theft from Home Extension

Cover is extended for theft or attempted theft from the home when not all security requirements have been fully complied with, provided that:

- a. the indemnity is limited to the maximum level of indemnity noted in the schedule, or R50 000, whichever is the lesser.

### Trauma Treatment Extension

We will compensate you up to the amount noted in the schedule for the cost of trauma treatment that you incur and which amounts to a disability event and which was sustained as a direct result of a robbery, hijacking, assault, or rape that occurred away from your private residence or risk address, provided that:

- a. the event must be reported to the police;
- b. the event must be unlawful.

### Unspecified All Risks - Pairs and Sets Waiver Option (if noted in the schedule as included)

We will waive the Pairs and Sets Clause applicable to any loss or damage under this section of the policy, provided that:

- a. our liability is limited to the maximum indemnity noted in the schedule;
- b. the remaining item/s of the pair or set become our property;
- c. this extension does not apply to stamps, coins, artwork or collectibles.

## PERSONAL ALL RISKS – SPECIFIC EXCLUSIONS

We will not be liable for:

- i. loss or damage caused by or consisting of:
  - a. mechanical and electrical breakdown, wear and tear, gradual deterioration, the use of unsuitable or defective materials or parts;
  - b. inherent defect, defective design, defective workmanship;
  - c. misuse or deliberate acts by you;
  - d. alteration, cleaning, renovation, repair, restoration, re-framing or similar process;
  - e. rust or oxidation, corrosion, moth, vermin or insects, normal settlement, warping or shrinkage, rot, fungus, mould, rising damp or infestation;
  - f. weeds or roots
  - g. dryness or humidity, being exposed to light or extreme temperatures (unless the loss is caused by fire damage);
  - h. chipping, scratches, disfiguration or discolouration;
  - i. pollution or contamination;
  - j. anything which happens gradually, including smoke and rising damp;
  - k. confiscation.
- ii. loss or damage to drones, model aircraft or other aerial devices, unless such damage is as a result of fire, theft, flood or lightning.
- iii. damage to drones, model aircraft or other aerial devices whilst in use;
- iv. loss of or damage to money;
- v. loss of rare coins, jewels, jewellery, gemstones, watches and article made from platinum, gold or silver (pairs and sets included) from an unoccupied motor vehicle unless:
  - a. the item is concealed in a locked cubby compartment or locked boot;
  - b. there is forcible and violent entry into the vehicle and into the cubby compartment or boot;
  - c. the maximum indemnity is limited to the limit of indemnity noted on the policy schedule, or R75,000, whichever is the lesser.
- vi. loss of golf clubs and bicycles from an unoccupied vehicle if the design or size of the vehicle or item is such that it is impossible to conceal the golf clubs or bicycle, unless there is forcible and violent entry to the locked vehicle;
- vii. loss of items (excluding golf clubs and bicycles) from an unoccupied motor vehicle unless such items are concealed in a locked vehicle and there is forcible and violent entry to the locked vehicle:
  - a. provided that if the design or size of the item or vehicle is such that it is impossible to conceal the item the indemnity is limited to R 15 000;
  - b. provided that where entry to the locked vehicle has been gained by electronic remote jamming and there is CCTV footage thereof, the requirement of forcible and violent entry will be waived;
  - c. provided that where entry to the locked vehicle has been gained by electronic remote jamming, and there is no CCTV footage thereof, the requirement of forcible and violent entry



to the vehicle will be waived but the indemnity is limited to R15 000 with an additional excess of R 1 000.

- viii. theft of items from an unattended tent, trailer or caravan unless there is visible forcible and violent entry;
- ix. loss or damage which, but for the existence of this insurance, would have been compensated for under any contract, legislation, guarantee or insurance;
- x. failure of items within their manufacturer's warranty period;
- xi. damage resulting from any building works;
- xii. loss of or damage to:
  - a. any motorised wheelchair, golf trolley, golf cart, golf buggy, motorised scooter or sit-in toy or miniature vehicle being used in circumstances where any road traffic legislation applies;
  - b. motor vehicles, caravans and trailers, motorised scooters, motorcycles, quadbikes, watercraft, pleasurecraft (except toys and models) and their permanently fitted accessories;
- xiii. loss of or damage to firearms or guns unless stored in a gun safe when not being carried on the person;
- xiv. loss or damage caused by bursting of incorrect or overcharged ammunition in firearms or guns;
- xv. loss or damage to property more specifically insured;
- xvi. loss or damage to stamps, coins or collectables caused by:
  - a. fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness or temperature extremes;
  - b. handling or being worked on;
  - c. the process of repair, restoration or whilst being retouched;
  - d. use other than use as a collectable;
  - e. the disappearance of an individual stamp, coin or other collectable item that is insured as part of a collection unless it is mounted in a volume and the page is also lost.
- xvii. loss of or damage to any rare coin, jewel, jewellery, gemstone, watch and article made from platinum, gold or silver (pairs and sets included) with a value in excess of R25,000 unless a professional valuation dated prior to the loss or damage is submitted.

# MOTOR

## DEFINITIONS

For this section:

**Comprehensive** means we will cover accidental loss of or damage to your vehicle, theft or hijacking or any attempted theft or hijacking.

**Third party, fire and theft** means we will cover your vehicle against:

- a. fire, lightning or explosion, theft or attempted theft, hijacking or attempted hijacking.
- b. amounts for which you are legally liable to a third party if the liability relates to your vehicle.

**Third party only** means we will only cover amounts for which you are legally liable to a third party if the liability relates to your vehicle.

**Laid Up Cover** means we will only cover your vehicle against loss or damage caused by fire, theft or attempted theft. The cover is subject to the following conditions:

- a. The cover is limited to fire, theft and attempted theft from the risk address,
- b. The vehicle must be secured in a locked garage,
- c. The odometer reading is provided at inception of cover.

**Repatriation** means the act of returning the insured vehicle to the risk address noted in the schedule, or the nearest place of repair or safekeeping if the vehicle is damaged whilst in Botswana, Kenya, Lesotho, Malawi, Mozambique, Namibia, the Kingdom of Eswatini, Tanzania, Uganda, Zambia, or Zimbabwe.

**Private Use** means use for social, domestic and pleasure purposes including travel between your residence and place of work.

**Business Use** means use for social, domestic and pleasure purposes including travel between your residence and place of work, as well as business travel consistent with the occupation of the regular driver noted in the schedule.

**Commercial Use** means use for commercial purposes including deliveries, courier services, shuttle services, the carrying of fare paying passengers, hiring, driving instruction, sales, and the carriage of goods for sale.

## Indemnity

We will indemnify you against loss of or damage to the insured vehicle described in the schedule, and its permanently fitted accessories and spare parts. We will at our own option repair, reinstate or replace the insured vehicle or any of its parts or its permanently fitted accessories or spare parts, or may pay in cash the amount of the loss or damage.

The maximum amount payable by us is the maximum indemnity noted in the schedule, but shall not exceed the reasonable retail value of the insured vehicle and its permanently fitted accessories and spare parts at the time of the loss, provided that:

- a. our liability for loss of or damage to radios and sound systems is limited to the maximum indemnity noted in the schedule, and
- b. our liability for loss of or damage to windscreens and window glass is limited to the maximum indemnity noted in the schedule.

The indemnity is subject to the prior payment or deduction of any applicable excess noted in the schedule.

If we are advised that the insured vehicle is the subject of a credit agreement as defined in the National Credit Act (Act 34 of 2005), you agree that we will pay the title holder shown in the agreement up to the outstanding amount, limited to the maximum amount payable. If the outstanding amount is less than the maximum amount payable, we will pay the difference to you.

## Territorial Limits

We will indemnify you for any occurrence, injury, loss, damage or liability caused whilst the insured vehicle is in the Republic of South Africa, Botswana, Kenya, Lesotho, Malawi, Mozambique, Namibia, the Kingdom of Eswatini, Tanzania, Uganda, Zambia, or Zimbabwe. We will also indemnify you against loss or damage to the insured vehicle whilst in transit by a registered freight carrier via land, sea or air, between ports or places in the territories above, including loading and unloading incidental to such transit.

## SPECIAL CONDITIONS

1. You must advise us immediately in writing if during the period of insurance your driver's licence or a driver's licence of any person who drives the insured vehicle is endorsed, suspended or cancelled or if you are charged with or convicted of negligent, reckless or improper driving.
2. You must take all reasonable steps to safeguard the insured vehicle from loss or damage and you must maintain the insured vehicle in an efficient and roadworthy condition. Should the insured vehicle or any part fail to comply with any requirements for roadworthiness as set out in the Road Traffic Act (or any similar statute, provincial or local proclamation or statute) then all benefit under this policy in respect of any claim made shall be forfeited, and we shall have free access to examine the insured vehicle at all times.

## MOTOR – EXTENSIONS OF COVER

### New Vehicle Replacement

If your new vehicle is stolen and not recovered within 30 days, or damaged to the extent that the reasonable repair cost exceeds 60% of the current new list price (including VAT), we will replace or pay the cost of purchasing a new vehicle of the same or similar make and model, provided that:

- a. our liability is limited to the maximum indemnity noted in the schedule;
- b. the vehicle is within 24 months of the date of first registration as new, or within 24 months of the date of first use, only the earliest date being applicable, and the mileage on the odometer is less than 60 000 kilometres.

### Three Year/60 000 Km New Vehicle Replacement (if noted in the schedule as included)

If your vehicle is stolen and not recovered within 30 days, or damaged to the extent that the reasonable repair cost exceeds 60% of the current new list price (including VAT), we will replace or pay the cost of purchasing a new vehicle of the same or similar make and model, provided that:

- a. our liability is limited to the maximum indemnity noted in the schedule;
- b. the vehicle is within three years of the date of first registration as new, or within three years of the date of first use, only the earliest date being applicable;
- c. the mileage recorded on the odometer of the vehicle is less than 60 000 kilometres;
- d. the vehicle has been insured with us since the date of first registration as new, or within one year of the date of first use, only the earliest date being applicable;
- e. the loss or damage did not arise from fire, explosion or malicious damage.

### Car Hire - Standard (Manual Transmission)

We will arrange a Manual Transmission hire vehicle (1.4, Petrol with Radio CD, Aircon, Power Steering, ABS & Airbags), or reimburse you an amount per day if you hire a car from a registered car hire company, for the number of days it takes to repair your vehicle, up to a maximum of 30 days, if the insured vehicle is damaged or lost in an occurrence, provided that:

- a. our liability is excluded for windscreen and side-glass claims;
- b. you are liable for any insurance excess included in the contract covering the hired vehicle;
- c. you are liable for all costs associated with the operation of the hired vehicle, including tolls, fuel and a fuel deposit;
- d. you are liable for traffic fines and administrative fees for traffic fines.

### Car Hire - Standard (Manual Transmission) Extension (if noted in the schedule as included)

We will arrange a Manual Transmission hire vehicle (1.4, Petrol with Radio CD, Aircon, Power Steering, ABS & Airbags), or reimburse you an amount per day if you hire a car from a registered car hire company, for the number of days it takes to repair your vehicle, up to a maximum of 45 days, if the insured vehicle is damaged or lost in an occurrence, provided that:

- a. our liability is excluded for windscreen and side-glass claims;
- b. you are liable for any insurance excess included in the contract covering the hired vehicle;
- c. you are liable for all costs associated with the operation of the hired vehicle, including tolls, fuel and a fuel deposit;
- d. you are liable for traffic fines and administrative fees for traffic fines.

### Car Hire - Standard (Automatic Transmission) (if noted in the schedule as included)

We will arrange an Automatic Transmission vehicle (1.6, Petrol, Radio CD, Aircon, Power Steering, ABS & Airbags), or reimburse you an amount per day if you hire a car from a registered car hire company, for the

number of days it takes to repair your vehicle, up to a maximum of 30 days, if the insured vehicle is damaged or lost in an occurrence, provided that:

- a. our liability is excluded for windscreen and side-glass claims;
- b. you are liable for any insurance excess included in the contract covering the hired vehicle;
- c. you are liable for all costs associated with the operation of the hired vehicle, including tolls, fuel and a fuel deposit;
- d. you are liable for traffic fines and administrative fees for traffic fines.

#### Car Hire - Standard (Automatic Transmission) Extension (if noted in the schedule as included)

We will arrange an Automatic Transmission hire vehicle (1.6, Petrol with Radio CD, Aircon, Power Steering, ABS & Airbags), or reimburse you an amount per day if you hire a car from a registered car hire company, for the number of days it takes to repair your vehicle, up to a maximum of 45 days, if the insured vehicle is damaged or lost in an occurrence, provided that:

- a. our liability is excluded for windscreen and side-glass claims;
- b. you are liable for any insurance excess included in the contract covering the hired vehicle;
- c. you are liable for all costs associated with the operation of the hired vehicle, including tolls, fuel and a fuel deposit;
- d. you are liable for traffic fines and administrative fees for traffic fines.

#### Car Hire - Executive (Automatic Transmission) (if noted in the schedule as included)

We will arrange an Automatic Transmission hire vehicle (Petrol, Automatic 1.6, Radio CD, Aircon, Power Steering, ABS & Airbags), or reimburse you an amount per day if you hire a car from a registered car hire company, for the number of days it takes to repair your vehicle, up to a maximum of 30 days, if the insured vehicle is damaged or lost in an occurrence, provided that:

- a. our liability is excluded for windscreen and side-glass claims;
- b. you are liable for any insurance excess included in the contract covering the hired vehicle;
- c. you are liable for all costs associated with the operation of the hired vehicle, including toll, fuel and a fuel deposit;
- d. you are liable for traffic fines and administrative fees for traffic fines.

#### Car Hire - Executive (Automatic Transmission) Extension (if noted in the schedule as included)

We will arrange an Automatic Transmission hire vehicle (Petrol, Automatic 1.6, Radio CD, Aircon, Power Steering, ABS & Airbags), or reimburse you an amount per day if you hire a car from a registered car hire company, for the number of days it takes to repair your vehicle, up to a maximum of 45 days if the insured vehicle is damaged or lost in an occurrence, provided that:

- a. our liability is excluded for windscreen and side-glass claims;
- b. you are liable for any insurance excess included in the contract covering the hired vehicle;
- c. you are liable for all costs associated with the operation of the hired vehicle, including tolls, fuel and a fuel deposit;
- d. you are liable for traffic fines and administrative fees for traffic fines.

#### Car Hire - LDV (if noted in the schedule as included)

We will arrange a LDV hire vehicle with a canopy (2.0, LDV, Manual, 2-door), or reimburse you an amount per day if you hire a car from a registered car hire company, for the number of days it takes to repair your vehicle, up to a maximum of 30 days, if the insured vehicle is damaged or lost in an occurrence, provided that:

- a. our liability is excluded for windscreen and side-glass claims;
- b. you are liable for any insurance excess included in the contract covering the hired vehicle;
- c. you are liable for all costs associated with the operation of the hired vehicle, including toll, fuel and a fuel deposit;
- d. you are liable for traffic fines and administrative fees for traffic fines.

#### Car Hire - LDV Extension (if noted in the schedule as included)

We will arrange a LDV hire vehicle with a canopy (2.0, LDV, Manual, 2-door), or reimburse you an amount per day if you hire a car from a registered car hire company, for the number of days it takes to repair your vehicle, up to a maximum of 45 days, if the insured vehicle is damaged or lost in an occurrence, provided that:

- a. our liability is excluded for windscreen and side-glass claims;
- b. you are liable for any insurance excess included in the contract covering the hired vehicle;
- c. you are liable for all costs associated with the operation of the hired vehicle, including toll, fuel and a fuel deposit;
- d. you are liable for traffic fines and administrative fees for traffic fines.

#### Car Hire - SUV (if noted in the schedule as included)

We will arrange an Automatic Transmission SUV hire vehicle (1.6, SUV, Radio CD, Aircon, Power Steering, ABS & Airbags), or reimburse you an amount per day if you hire a car from a registered car hire company, for the number of days it takes to repair your vehicle, up to a maximum of 30 days, if the insured vehicle is damaged or lost in an occurrence, provided that:

- a. our liability is excluded for windscreen and side-glass claims;
- b. you are liable for any insurance excess included in the contract covering the hired vehicle;
- c. you are liable for all costs associated with the operation of the hired vehicle, including toll, fuel and a fuel deposit;
- d. you are liable for traffic fines and administrative fees for traffic fines.

### Car Hire - SUV Extension (if noted in the schedule as included)

We will arrange an Automatic Transmission SUV hire vehicle (1.6, SUV, Radio CD, Aircon, Power Steering, ABS & Airbags), or reimburse you an amount per day if you hire a car from a registered car hire company, for the number of days it takes to repair your vehicle, up to a maximum of 45 days if the insured vehicle is damaged or lost in an occurrence, provided that:

- a. our liability is excluded for windscreen and side-glass claims;
- b. you are liable for any insurance excess included in the contract covering the hired vehicle;
- c. you are liable for all costs associated with the operation of the hired vehicle, including tolls, fuel and a fuel deposit;
- d. you are liable for traffic fines and administrative fees for traffic fines.

### Car Hire - Unlimited (if noted in the schedule as included)

We will arrange a Manual Transmission hire vehicle (1.4, Petrol with Radio CD, Aircon, Power Steering, ABS & Airbags), or reimburse you an amount per day if you hire a car from a registered car hire company, for the number of days it takes to repair your vehicle, from date of loss to date of offer of settlement, if the insured vehicle is damaged or lost in an occurrence, provided that:

- a. our liability is excluded for windscreen and side-glass claims;
- b. you are liable for any insurance excess included in the contract covering the hired vehicle;
- c. you are liable for all costs associated with the operation of the hired vehicle, including toll, fuel and a fuel deposit;
- d. you are liable for traffic fines and administrative fees for traffic fines.

### Credit Shortfall (if noted in the schedule as included)

If the insured vehicle is financed in terms of the National Credit Act (Act 34 of 2005), and stolen and not recovered, or in our opinion damaged beyond economical repair, we will pay the shortfall between the retail value of the insured vehicle and the outstanding settlement in terms of the credit agreement that you entered into, provided that:

- a. our liability is limited a maximum of either 10%, 20% or 30% of the retail value of the insured vehicle, as noted in the schedule, or R 500,000, whichever is the lesser;
- b. we are not liable for any arrear instalments or rentals, or interest owing on the arrears;
- c. we are not liable for any residual value that is recorded in the finance agreement;
- d. you are liable for the excess noted in the schedule.

### Emergency Hotel Expenses

In the event of loss or damage to the insured vehicle we will pay emergency hotel expenses incurred by you up to the amount specified in the schedule, provided that:

- a. the loss or damage occurs more than 200 km from your risk address;
- b. the benefit may only be used twice in any 12-month period of insurance.

## Emergency Repairs, Breakdown and Towing

We will pay the reasonable cost of protection and removal of the insured vehicle to the nearest competent repairer or place of safe storage or to your address, provided that:

- a. the insured vehicle is incapable of being driven due to loss or damage;
- b. you contact Echelon Help 0860 200 002, or the Echelon claims department to arrange the towing or storage.

In the event that you fail to contact Echelon Help 0860 200 002, or the Echelon claims department to arrange the towing or storage, our liability is limited to the amount noted in the schedule.

In the event of an emergency due to loss or damage to the insured vehicle, you may authorise repairs up to the amount noted in the schedule without our prior consent, provided that a detailed invoice is obtained and immediately sent to us.

In the event of a mechanical or electrical breakdown of the insured vehicle we will pay you up to the amount noted in the schedule for costs necessarily incurred for protecting the insured vehicle and removing it to a repairer.

## Emergency Transport

In the event of loss or damage to the insured vehicle we will pay emergency travel expenses incurred by you up to the amount specified in the schedule, provided that:

- a. The expenses are incurred with a licenced or public transport company;
- b. the benefit may only be used three times in any 12-month period of insurance

## Excess Waiver (if noted in the schedule as included)

We will waive the excess applicable to any loss or damage under this section of the policy, provided that:

- a. our liability is limited to the maximum indemnity noted in the schedule;
- b. this extension does not apply where the vehicle is damaged or lost whilst being driven by, or whilst in the custody and control of, a person licensed less than 2 years or younger than 25 years;
- c. this extension does not apply to any additional voluntary excess accepted by you.

## Extended 4 X 4 (if noted in the schedule as included)

We will indemnify you against loss of or damage including mechanical and electrical breakdown, to the insured vehicle described in the schedule, and its permanently fitted accessories and spare parts, for the following additional benefits:



1. Repatriation of the insured vehicle in the event of mechanical or electrical breakdown or if damaged, and any insured trailer attached to the insured vehicle, provided that:
  - a. our liability is restricted to Botswana, Kenya, Lesotho, Malawi, Mozambique, Namibia, Kingdom of Eswatini, Tanzania, Angola, Uganda, Zambia, or Zimbabwe;
  - b. our liability is limited to the maximum indemnity noted in the schedule.
2. Car-hire if the insured vehicle is damaged or lost, or breaks down, provided that:
  - a. our liability is restricted to Botswana, Kenya, Lesotho, Malawi, Mozambique, Namibia, Kingdom of Eswatini, Tanzania, Angola, Uganda, Zambia, or Zimbabwe;
  - b. our liability is limited to 3 days with a maximum amount of R3 000;
  - c. our liability is excluded for windscreen and side-glass claims;
  - d. you are liable for any insurance excess included in the policy covering the hired vehicle;
  - e. you are liable for all costs associated with the operation of the hired vehicle, including fuel and a fuel deposit;
  - f. you are liable for traffic fines and administrative fees for traffic fines.
3. Return flight to the Republic of South Africa for the occupants in the vehicle, provided that:
  - a. our liability is limited to the reasonable costs up to the maximum amount noted in the schedule;
  - b. our liability is restricted to Botswana, Kenya, Lesotho, Malawi, Mozambique, Namibia, the Kingdom of Eswatini, Tanzania, Angola, Uganda, Zambia, or Zimbabwe;
  - c. our liability is limited to a maximum of 5 persons per insured vehicle (the driver and a maximum of four passengers).
4. Temporary Accommodation in Neighbouring Countries, provided that:
  - a. our liability is limited to the reasonable costs up to the maximum amount noted in the schedule;
  - b. our liability is restricted to whilst the insured vehicle is in Botswana, Kenya, Lesotho, Malawi, Mozambique, Namibia, the Kingdom of Eswatini, Tanzania, Angola, Uganda, Zambia, or Zimbabwe;
  - c. our liability is limited to a maximum of 5 persons per insured vehicle (the driver and a maximum of four passengers).
5. Mechanical or Electrical Breakdown of Vehicle Winching Equipment, provided that:
  - a. our liability is limited to the reasonable costs up to the maximum amount noted in the schedule;
  - b. damage is sudden and unforeseen mechanical and/or electrical breakdown, failure or breakage.

The following is excluded:

- i. breakdown, failure of breakage attributable to defective design, parts, or repair;
- ii. breakdown, failure of breakage attributable to operation of the winching equipment beyond the stipulated load levels recommended by the manufacturer;
- iii. breakdown, failure of breakage attributable to wear and tear or gradual deterioration of the equipment's consumable parts, components, cable or coupling devices.

Extended 4 X 4 cover is subject to you paying the upfront costs. You will be reimbursed on return to South Africa, following the formal submission of a claim, together with the relevant substantiating documentation.

The specific terms, conditions, exclusions and limits of indemnity applicable to this benefit are further extended in the Help brochure which must be read in conjunction with the Echelon Policy Wording.

### Hired Vehicle Excess Top-up

In the event that your insured vehicle is the subject to a claim under this policy, and you have rented a substitute vehicle which is stolen or damaged, we will indemnify you for the difference in the excess, if the excess for the rented vehicle is more than the excess that applies to your vehicle under this Section, provided that:

- a. the cover will only apply if you have taken the insurance protection offered by the car-hire company;
- b. the indemnity is limited to the amount specified in the schedule.

### Locks, Keys and Remote Controls

We will indemnify you for costs reasonably incurred as a result of any keys, locks or remote controls for the insured vehicle being lost or damaged up to the amount noted in the schedule, and subject to the excess noted in the schedule.

### Emergency Expenses of Passengers (other than your family)

We will compensate you up to the amount noted in the schedule for emergency expenses you incur and pay because of accidental bodily injury to passengers following loss or damage to the insured vehicle, provided that:

- a. at the time of the injury, the passenger must be seated in the vehicle's permanent enclosed passenger-carrying compartment, and must be wearing a seat (safety) belt;
- b. the passenger is not a member of your family who normally lives with you;
- c. it is not possible to recover the emergency expenses from any other insurance or facility.

### Emergency Expenses of Passengers (your family)

We will compensate you up to the amount noted in the schedule for emergency expenses you incur and pay because of accidental bodily injury to members of your family, who normally live with you, following loss or damage to the insured vehicle, provided that:

- a. at the time of the injury, the member of your family must be seated in the vehicle's permanent enclosed passenger-carrying compartment, and must be wearing a seat (safety) belt;
- b. it is not possible to recover the emergency expenses from any other insurance or facility.

### Motor Trade Cover

We will indemnify you up to the amount noted in the schedule for a maximum period of 60 days whilst the insured vehicle is displayed for the purposes of sale at a registered and reputable motor dealership provided

that:

- a. you have notified us in writing beforehand of the name, address and security arrangements of the registered and reputable motor dealership;
- b. loss, damage or liability sustained whilst such insured vehicle is being driven by or is in the charge of for the purpose of being driven by any person other than a registered employee of the named motor trader is excluded, unless such person is accompanied by such registered employee at all times;
- c. loss or damage to sound equipment is excluded;
- d. loss or damage to windscreen or window glass is excluded;
- e. any loss that is covered by any other policy of insurance is excluded.

### Private Hire Vehicle Excess (if noted in the schedule as included)

We will indemnify you up to the amount noted in the schedule for any excess charged to you by a car-hire company, provided that:

- a. the cover will only apply if you have taken the insurance protection offered by the car-hire company;
- b. the cover only applies to the regular driver noted on the policy schedule.

### Substitute Vehicle

We will indemnify you for loss or damage to any vehicle that you hire, lease or temporarily use in place of your insured vehicle, provided that:

- a. your insured vehicle is out of use for maintenance or repairs at a registered motor repairer;
- b. the maximum indemnity is the amount noted in the schedule, but shall not exceed the reasonable retail value of the insured vehicle;
- c. the maximum period is 14 days;
- d. there is no other insurance in place covering the substitute vehicle. If there is insurance in place covering the substitute vehicle, we will indemnify you for the excess applicable.

### Trauma Expenses Following Hijack

We will compensate you up to the amount noted in the schedule for the cost of trauma treatment that you incur and pay for and which amounts to a disability event which was sustained as a direct result of a hijacking or attempted hijacking of the vehicle, provided that:

- a. the trauma treatment must be provided by a registered professional counsellor;
- b. it must not be possible to recover the expenses from any other insurance or facility.

### Vehicle Modification Following Injury

We will pay the fair and reasonable costs towards essential modifications or adaptations to your vehicle necessitated by your permanent identifiable physical injury, provided that:

- a. the injury is caused directly by a sudden and unforeseen accident;
- b. the injury occurs during the period of insurance;

- c. the injury results in you having to rely on a wheelchair for mobility when you are out of the vehicle;
- d. the indemnity is limited to the amount specified in the schedule.

## Vehicle Transfer

We will indemnify you for loss or damage to a vehicle you have purchased without notifying us, provided that:

- a. the cover is limited to the first 72 hours, and to drivers older than 30 years, after you have taken physical possession of the vehicle;
- b. you have purchased the vehicle from a registered motor dealer;
- c. the seller has no insurance that covers the vehicle;
- d. you have at least one vehicle insured for comprehensive cover under your policy with us;
- e. you must insure the vehicle for comprehensive cover with us before we will handle the claim;
- f. the indemnity is limited to the amount noted in the schedule, the reasonable retail value of the vehicle, or the highest vehicle sum insured noted in the schedule, whichever is the lowest.

## Windscreen Excess Waiver

(if noted in the schedule as included)

We will waive the excess applicable to any loss or damage of your windscreen or window glass under this section of the policy, provided that:

- a. our liability is limited to the maximum indemnity noted in the schedule;
- b. this extension does not apply to any additional voluntary excess accepted by you.

## Motor Personal Accident

(if noted in the schedule as included)

We will indemnify you if you sustain bodily injury directly as a result of a motor vehicle accident or hijacking whilst you are the driver of a vehicle noted as insured in the schedule, or the driver of a vehicle hired to you by a registered car hire company.

The amount that we will pay is the percentage of the maximum indemnity noted in the schedule of benefits.

Payment will be made to you, or in the event of your death to your nominated beneficiary, or if no beneficiary is nominated to your estate, provided that:

- a. the injury is the sole and direct cause of your death or disablement within 24 months of the date of the motor vehicle accident or hijacking, and is not made worse by any pre-existing medical condition, sickness or disease;
- b. you are wearing a safety belt at the time of a motor vehicle accident;
- c. the insured vehicle is not being used for illegal purposes;
- d. the occurrence is not excluded by operation or breach of any General Condition, General Exclusion or Specific Exclusion applicable to any section of the Policy;
- e. you submit to any medical examinations that we deem necessary, at our expense.

## Schedule of Benefits for Driver of Insured Vehicle

Percentage of Maximum Indemnity noted in the schedule

- a. Death 100%
- b. Permanent total disablement 100%
- c. Loss by physical separation at or above the wrist or ankle of one or more limbs 100%
- d. Total, permanent and irrecoverable loss of hearing in both ears 100%
- e. Total, permanent and irrecoverable loss of sight in both eyes 100%
- f. Permanent and total loss of speech 100%

## Schedule of Benefits for Passengers of Insured Vehicle (if noted in the schedule as included)

Percentage of Maximum Indemnity per Passenger subject to Maximum of Three Passengers

- a. Death 20%
- b. Permanent total disablement 20%
- c. Loss by physical separation at or above the wrist or ankle of one or more limbs 20%
- d. Total, permanent and irrecoverable loss of hearing in both ears 20%
- e. Total, permanent and irrecoverable loss of sight in both eyes 20%
- f. Permanent and total loss of speech 20%

## SPECIAL CONDITIONS

- a. permanent total loss of use of a limb shall be treated as loss of a limb;
- b. in the event of compensation becoming payable under more than one benefit, the total amount payable shall not exceed 100% of the maximum indemnity for each insured person;
- c. in the event of the death of a minor child under the age of 16, the benefit payable will be subject to the current amount legislated by law at the time of death but will never exceed 20% of the maximum indemnity noted in the schedule;
- d. where the injury is not specified, we will apply a percentage of disablement which is consistent with the Schedule of Benefits;
- e. upon payment of any claim for which compensation as stated in the Schedule of Benefits is 100% of the maximum indemnity the insurance and any further liability will cease immediately;
- f. you must give notice to us of any physical infirmity which, to your knowledge, affects you, or of any change to a more hazardous occupation;
- g. this section will not continue in force beyond the period of insurance during which you attain the age of 75 years;
- h. on the happening of any occurrence for which compensation is payable you must employ the services of a medical practitioner registered with the Medical and Dental Council and undergo any treatment the practitioner deems necessary.

## Motor Liability

We will indemnify you against claimant's costs and expenses for which you become legally liable arising from a motor vehicle accident involving the insured vehicle (including attached trailer) up to the indemnity limit noted in the schedule for:

- a. death of or bodily injury to any person;
- b. damage to property.

We will also pay all costs and expenses incurred with our written consent.

We are entitled at our discretion to arrange for legal representation at any legal proceedings in respect of any death which may be the subject of indemnity under this section, or for legal representation at any criminal or civil proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this section.

In terms of and subject to the limitations of and for the purposes of this section we will also indemnify:

1. any person who is driving or using such motor vehicle with your consent, provided that:
  - a. such person is not entitled to indemnity under any other policy;
  - b. such person observes, fulfils and is subject to the terms, exclusions and conditions of this policy in so far as they can apply;
  - c. such person has not been refused any motor vehicle insurance or continuance thereof.
2. you against all amounts, including claimant's costs and expenses which you shall become legally liable to pay up to the indemnity limit as noted in the schedule in respect of death or bodily injury to any person and tangible damage to property whilst you are personally driving a private type motor car not owned by you and not hired to you under a credit or finance agreement excluding those costs and expenses in respect of the vehicle being driven by you.
3. you while the insured vehicle is being used for the purpose of towing a single disabled vehicle, provided that:
  - a. the vehicle is not towed for reward;
  - b. we will not be liable for damage caused to the towed vehicle or property being conveyed by such vehicle, or for injury or death to passengers being conveyed in or on the towed vehicle.

## SPECIFIC EXCLUSIONS RELATING TO THE MOTOR LIABILITY EXTENSION

We shall not be liable under this section in respect of:

- i. any damages, costs, expenses or compensation or claim as falls within the scope of any statutory requirement in any of the territories in which cover provided by this policy applies, or of any amendment, replacement or substitution of any of the relevant enactments, or any similar relevant compulsory motor vehicle insurance legislation. This exception shall apply notwithstanding that no insurance required in terms of any enactment is in force or has been effected, and regardless of whether the applicable legislation is unable to or incapable of providing compensation;

- ii. death, bodily injury and emotional shock or trauma to any person in the Republic of South Africa.
- iii. damage or loss to property belonging to you or the driver, or held in trust by you or the driver, or within the custody or control of you or the driver, or being conveyed by, loaded onto or unloaded from such vehicle or trailer.

## MOTOR – SPECIFIC EXCLUSIONS

We will not be liable for:

- i. any occurrence, injury, loss, damage or liability sustained or incurred whilst any insured vehicle is:
  - a. being driven by any person with your express or implied consent who is not duly and fully licensed to drive the insured vehicle in terms of the legislation applying to any territory within the territorial limits. This exclusion does not apply whilst the person driving the insured vehicle is learning to drive, and is complying with the laws and regulations in force relating to learner drivers;
  - b. being driven by you or the regular driver or any person with your express or implied consent whilst under the influence of alcohol or drugs, or whilst the concentration of alcohol in the driver's blood or breath exceeds the statutory legal limit;
  - c. being used for commercial travelling; or a business or occupation other than noted in the proposal form to the policy;
  - d. being used for carriage of passengers for hire or reward, hired, used for driving instruction for reward;
  - e. being used for participation in, or instruction, or preparation for any race, rally, trial, pace-making or speed testing in any prearranged or organised event;
  - f. being used on a racing circuit or track;
  - g. in the custody or control of a member of the motor trade, unless whilst being serviced or repaired, subject to the extended Motor Trader Cover specified above.
- ii. consequential loss or damage from any cause;
- iii. wear and tear or gradually operating causes;
- iv. mechanical, electric or electrical breakdown, failures or breakages, including any consequential loss of or damage to any other mechanical, electrical or electronic component as a result of the mentioned breakdown, failure or breakage;
- v. depreciation or diminution in value however arising, including diminution following damage insured under this policy and continuing after the repair of such damage;
- vi. damage to tyres by braking or by road punctures, cuts or bursts except as the result of an impact causing other damage;
- vii. damage to the suspension system due to inequalities of the road or other surface or the impact with such inequalities;
- viii. confiscation.

# CLASSIC MOTOR

## DEFINITIONS

For this section:

**Classic Vehicle** means a classic, collectable, vintage or veteran-type vehicle.

**Comprehensive** means we will cover accidental loss of or damage to your vehicle, theft or hijacking or any attempted theft or hijacking.

**Third party, fire and theft** means we will cover your vehicle against:

- c. fire, lightning or explosion, theft or attempted theft, hijacking or attempted hijacking.
- d. amounts for which you are legally liable to a third party if the liability relates to your vehicle.

**Third party only** means we will only cover amounts for which you are legally liable to a third party if the liability relates to your vehicle.

**Laid Up Cover** means we will only cover your vehicle against loss or damage caused by fire, theft or attempted theft. The cover is subject to the following conditions:

- d. The cover is limited to fire, theft and attempted theft from the risk address,
- e. The vehicle must be secured in a locked garage,
- f. The odometer reading is provided at inception of cover.

**Nominated Driver** means the nominated driver noted in the schedule and spouse, and a mechanic carrying out repairs or maintenance.

**Limited Mileage** means the vehicle may only travel the distance specified in the schedule per annual period of insurance.

**Fire and Explosion** means damage caused as a result of fire or explosion.

## Indemnity

We will indemnify you against loss of or damage to the insured vehicle described in the schedule, and its permanently fitted accessories and spare parts. We will at our own option repair, reinstate or replace the insured vehicle or any of its parts or its permanently fitted accessories or spare parts, or may pay in cash the amount of the loss or damage.

The maximum amount payable by us is the maximum indemnity noted in the schedule, but shall not exceed the reasonable market or agreed value (if applicable) of the insured vehicle and its permanently fitted accessories and spare parts at the time of the loss, provided that:

- a. our liability for loss of or damage to windscreens and window glass is limited to the maximum indemnity noted in the schedule;
- b. our liability for loss or damage resulting from fire is conditional upon there being an SABS approved fire extinguisher being kept in the vehicle at all times.



The indemnity is subject to the prior payment or deduction of any applicable excess noted in the schedule.

### Territorial Limits

We will indemnify you for any occurrence, injury, loss, damage or liability caused whilst the insured vehicle is in the Republic of South Africa, Botswana, Lesotho, Namibia, the Kingdom of Eswatini, or Zimbabwe. We will also indemnify you against loss or damage to the insured vehicle whilst in transit by a registered freight carrier via land, sea or air, between ports or places in the territories above, including loading and unloading incidental to such transit.

## SPECIAL CONDITIONS

1. You must advise us immediately in writing if during the period of insurance your driver's licence or a driver's licence of any person who drives the insured vehicle is endorsed, suspended or cancelled or if you are charged with or convicted of negligent, reckless or improper driving.
2. You must take all reasonable steps to safeguard the insured vehicle from loss or damage and you must maintain the insured vehicle in an efficient and roadworthy condition. Should the insured vehicle or any part fail to comply with any requirements for roadworthiness as set out in the Road Traffic Act (or any similar statute, provincial or local proclamation or statute) then all benefit under this policy in respect of any claim made shall be forfeited, and we shall have free access to examine the insured vehicle at all times.

## CLASSIC MOTOR – EXTENSIONS OF COVER

### Cherished Remains

You shall have first option to purchase the salvage in the event that the vehicle is declared uneconomical to repair (which shall be deemed when the reasonable cost of repair exceeds 60% of the market or agreed value, if applicable, as specified in the schedule). In such instances the purchase price of the salvage shall be set at 15% of the market or agreed value, if applicable, or 5% if the vehicle was burnt out by fire, provided that:

- a. you forfeit this option to purchase the salvage in the event that at the time of a loss the insured vehicle is under-insured to the extent that the reasonable market value of the insured vehicle is more than 20% in excess of the market or agreed value (if applicable) as stated in the Schedule.

### Emergency Towing

We will pay the reasonable cost of protection and removal of the insured vehicle to the nearest competent repairer or place of safe storage or to your address, provided that the insured vehicle is incapable of being driven due to an occurrence.

## Parts Temporarily Detached

We will indemnify you for temporary detached parts, provided that:

- a. our liability is limited to 40% of the market value or agreed value (if applicable) of the vehicle as noted in the schedule;
- b. the parts have been removed or detached from the vehicle for the purpose of service or repair;
- c. the parts are in the custody or control of the Policyholder or repairer;
- d. the parts are secured in a locked private or public garage.

## Motor Liability

We will indemnify you against claimant's costs and expenses for which you become legally liable arising from a motor vehicle accident involving the insured vehicle (including attached trailer) up to the indemnity limit noted in the schedule for:

- a. death of or bodily injury to any person;
- b. damage to property.

We will also pay all costs and expenses incurred with our written consent. We are entitled at our discretion to arrange for legal representation at any legal proceedings in respect of any death which may be the subject of indemnity under this section, or for legal representation at any criminal or civil proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this section.

In terms of and subject to the limitations of and for the purposes of this section we will also indemnify:

1. any other nominated driver, provided that:
  - a. such person is not entitled to indemnity under any other policy;
  - b. such person observes, fulfils and is subject to the terms, exclusions and conditions of this policy in so far as they can apply;
  - c. such person has not been refused any motor vehicle insurance or continuance thereof.

## SPECIFIC EXCLUSIONS RELATING TO THE MOTOR LIABILITY EXTENSION

We shall not be liable under this section in respect of:

- i. any damages, costs, expenses or compensation or claim as falls within the scope of any statutory requirement in any of the territories in which cover provided by this policy applies, or of any amendment, replacement or substitution of any of the relevant enactments, or any similar relevant compulsory motor vehicle insurance legislation. This exception shall apply notwithstanding that no insurance required in terms of any enactment is in force or has been effected, and regardless of whether the applicable legislation is unable to or incapable of providing compensation;
- ii. death, bodily injury and emotional shock or trauma to any person in the Republic of South Africa.

- iii. damage or loss to property belonging to you or the driver, or held in trust by you or the driver, or within the custody or control of you or the driver, or being conveyed by, loaded onto or unloaded from such vehicle or trailer

## CLASSIC MOTOR – SPECIFIC EXCLUSIONS

We will not be liable for:

- i. loss of or damage to radios and sound systems;
- ii. any occurrence, injury, loss, damage or liability sustained or incurred whilst any insured vehicle is:
  - a. being driven by any person with your express or implied consent who is not duly and fully licensed to drive the insured vehicle in terms of the legislation applying to any territory within the territorial limits. This exclusion does not apply whilst the person driving the insured vehicle is learning to drive, and is complying with the laws and regulations in force relating to learner drivers;
  - b. being driven by you or the regular driver or any person with your express or implied consent whilst under the influence of alcohol or drugs, or whilst the concentration of alcohol in the driver's blood or breath exceeds the statutory legal limit;
  - c. being used for business or commercial purposes;
  - d. being used for carriage of passengers for hire or reward, hired, used for driving instruction for reward;
  - e. being used for participation in, or instruction, or preparation for any race, rally, trial, pace-making or speed testing in any prearranged or organised event;
  - f. being used on a racing circuit or track;
  - g. in the custody or control of a member of the motor trade, unless whilst being serviced or repaired.
- iii. consequential loss or damage from any cause;
- iv. wear and tear or gradually operating causes;
- v. mechanical, electric or electrical breakdown, failures or breakages, including any consequential loss of or damage to any other mechanical, electrical or electronic component as a result of the mentioned breakdown, failure or breakage;
- vi. depreciation or diminution in value however arising, including diminution following damage insured under this policy and continuing after the repair of such damage;
- vii. damage to tyres by braking or by road punctures, cuts or bursts except as the result of an impact causing other damage;
- viii. damage to the suspension system due to inequalities of the road or other surface or the impact with such inequalities;
- ix. confiscation.

# MOTORCYCLES

## DEFINITIONS

For this section:

**Comprehensive** means we will cover accidental loss of or damage to your vehicle, theft or hijacking or any attempted theft or hijacking.

**Third party, fire and theft** means we will cover your vehicle against:

- e. fire, lightning or explosion, theft or attempted theft, hijacking or attempted hijacking.
- f. amounts for which you are legally liable to a third party if the liability relates to your vehicle.

**Third party only** means we will only cover amounts for which you are legally liable to a third party if the liability relates to your vehicle.

**Laid Up Cover** means we will only cover your vehicle against loss or damage caused by fire, theft or attempted theft. The cover is subject to the following conditions:

- g. The cover is limited to fire, theft and attempted theft from the risk address,
- h. The vehicle must be secured in a locked garage,
- i. The odometer reading is provided at inception of cover.

**Repatriation** means the act of returning the insured motorcycle to the risk address noted in the schedule, if the vehicle is damaged whilst in Botswana, Lesotho, Mozambique, Namibia, Kingdom of Eswatini or Zimbabwe.

**Private Use** means use for social, domestic and pleasure purposes including travel between your residence and place of work.

**Business Use** means use for social, domestic and pleasure purposes including travel between your residence and place of work, as well as business travel consistent with the with the occupation of the regular driver noted in the proposal form of the policy.

**Commercial Use** means use for commercial purposes including deliveries, courier services, shuttle services, the carrying of fare paying passengers, hiring, driving instruction, sales, and the carriage of goods for sale.

## Indemnity

We will indemnify you against loss of or damage to the insured motorcycle described in the schedule, and its permanently fitted accessories and spare parts. We will at our own option repair, reinstate or replace the insured motorcycle or any of its parts or its permanently fitted accessories or spare parts, or may pay in cash the amount of the loss or damage.

The maximum amount payable by us is the maximum indemnity noted in the schedule, but shall not exceed the reasonable retail value of the insured motorcycle and its permanently fitted accessories and spare parts at the time of the loss provided that:

- a. our liability for loss of or damage to radios and sound systems is limited to the maximum indemnity noted in the schedule;
- b. our liability for loss of or damage to windscreens and window glass is limited to the maximum indemnity noted in the schedule.

The indemnity is subject to the prior payment or deduction of any applicable excess noted in the schedule.

If we are advised that the insured motorcycle is the subject of a credit agreement as defined in the National Credit Act (Act 34 of 2005), you agree that we will pay the title holder shown in the agreement up to the outstanding amount, limited to the maximum amount payable. If the outstanding amount is less than the maximum amount payable, we will pay the difference to you.

### Territorial Limits

We will indemnify you for any occurrence, injury, loss, damage or liability caused whilst the insured vehicle is in the Republic of South Africa, Botswana, Lesotho, Namibia, the Kingdom of Eswatini or Zimbabwe. We will also indemnify you against loss or damage to the insured vehicle whilst in transit by a registered freight carrier via land, sea or air, between ports or places in the territories above, including loading and unloading incidental to such transit.

## SPECIAL CONDITIONS

1. You must advise us immediately in writing if during the period of insurance your driver's licence or a driver's licence of any person who drives the insured motorcycle is endorsed, suspended or cancelled or if you are charged with or convicted of negligent, reckless or improper driving.
2. You must take all reasonable steps to safeguard the insured motorcycle from loss or damage and you must maintain the insured motorcycle in an efficient and roadworthy condition. Should the insured motorcycle or any part fail to comply with any requirements for roadworthiness as set out in the Road Traffic Act (or any similar statute, provincial or local proclamation or statute) then all benefit under this policy in respect of any claim made shall be forfeited, and we shall have free access to examine the insured motorcycle at all times.

## MOTORCYCLES – EXTENSIONS OF COVER

### Credit Shortfall

(if noted in the schedule as included)

If the insured motorcycle is financed in terms of the National Credit Act (Act 34 of 2005), and stolen and not recovered, or in our opinion damaged beyond economical repair, we will pay the difference between the retail value of the insured motorcycle and the outstanding settlement in terms of the credit agreement that you entered into, provided that:

- a. our liability is limited to either 10% or 20% of the retail value of the insured motorcycle, as noted in the schedule, or R 200,000, whichever is the lesser;

- b. we are not liable for any arrear instalments or rentals, or interest owing on the arrears;
- c. we are not liable for any residual value that is recorded in the finance agreement.

## Emergency Towing

We will pay the reasonable cost of protection and removal of the insured motorcycle to the nearest competent repairer or place of safe storage or to your address, provided that the insured motorcycle is incapable of being driven due to an occurrence.

In the event of a mechanical or electrical breakdown of the insured motorcycle we will pay you up to the amount noted in the schedule for costs necessarily incurred for protecting the insured motorcycle and removing it to a repairer.

## Locks, Keys and Remote Controls

We will indemnify you for costs reasonably incurred as a result of any keys, locks or remote controls for the insured motorcycle being lost or damaged up to the amount noted in the schedule, and subject to the excess noted in the schedule.

## Motorcycle Transfer

We will indemnify you for loss or damage to a motorcycle you have purchased without notifying us.

Provided that:

- a. the cover is limited to the first 72 hours after you have taken physical possession of the motorcycle;
- b. you have purchased the motorcycle from a registered motor dealer;
- c. the seller has no insurance that covers the motorcycle;
- d. you have at least one motorcycle insured for comprehensive cover under your policy with us;
- e. you must insure the motorcycle for comprehensive cover with us before we will handle the claim;
- f. the indemnity is limited to the amount noted in the schedule, the reasonable retail value of the motorcycle, or the highest motorcycle sum insured noted in the schedule, whichever is the lowest.

## Motorcycle Liability

We will indemnify you against claimant's costs and expenses for which you become legally liable arising from a motor vehicle accident involving the insured motorcycle up to the indemnity limit noted in the schedule for:

- a. death of or bodily injury to any person;
- b. damage to property.

We will also pay all costs and expenses incurred with our written consent.

We are entitled at our discretion to arrange for legal representation at any legal proceedings in respect of any death which may be the subject of indemnity under this section, or for legal representation at any criminal or civil proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this section.

In terms of and subject to the limitations of and for the purposes of this section we will also indemnify any person who is driving or using such motorcycle with your consent, provided that:

- a. such person is not entitled to indemnity under any other policy;
- b. such person observes, fulfils and is subject to the terms, exclusions and conditions of this policy in so far as they can apply;
- c. such person has not been refused any motor insurance or continuance thereof.

## SPECIFIC EXCLUSIONS RELATING TO THE MOTORCYCLE LIABILITY EXTENSION

We shall not be liable under this section in respect of:

- i. any damages, costs, expenses or compensation or claim as falls within the scope of any statutory requirement in any of the territories in which cover provided by this policy applies, or of any amendment, replacement or substitution of any of the relevant enactments, or any similar relevant compulsory motor vehicle insurance legislation. This exception shall apply notwithstanding that no insurance required in terms of any enactment is in force or has been effected, and regardless of whether the applicable legislation is unable to or incapable of providing compensation;
- ii. death, bodily injury and emotional shock or trauma to any person in the Republic of South Africa.
- iii. damage or loss to property belonging to you or the driver, or held in trust by you or the driver, or within the custody or control of you or the driver, or being conveyed by, loaded onto or unloaded from such motorcycle or trailer.

## MOTORCYCLE – SPECIFIC EXCLUSIONS

We will not be liable for:

- i. any occurrence, injury, loss, damage or liability sustained or incurred whilst any motorcycle is:
  - a. being ridden by any person with your express or implied consent who is not duly and fully licensed to ride the motorcycle in terms of the legislation applying to any territory within the territorial limits. This exclusion does not apply whilst the person riding the motorcycle is learning to ride, and is complying with the laws and regulations in force relating to learner drivers;
  - b. being ridden by you or the nominated rider or any person with your express or implied consent whilst under the influence of alcohol or drugs, or whilst the concentration of alcohol in the rider's blood or breath exceeds the statutory legal limit;
  - c. being used for commercial travelling; or a business or occupation other than noted in the proposal form to the policy;
  - d. being used for carriage of passengers for hire or reward, hired, used for driving instruction for reward;
  - e. being used for participation in, or instruction, or preparation for any race, rally, trial, pace-making or speed testing in any prearranged or organised event;
  - f. being used on a racing circuit or track;

- g. in the custody or control of a member of the motor trade, unless whilst being serviced or repaired.
- ii. consequential loss or damage from any cause;
- iii. wear and tear or gradually operating causes;
- iv. mechanical, electric or electrical breakdown, failures or breakages, including any consequential loss of or damage to any other mechanical, electrical or electronic component as a result of the mentioned breakdown, failure or breakage;
- v. depreciation or diminution in value however arising, including diminution following damage insured under this policy and continuing after the repair of such damage;
- vi. damage to tyres by braking or by road punctures, cuts or bursts except as the result of an impact causing other damage;
- vii. damage to the suspension system due to inequalities of the road or other surface or the impact with such inequalities;
- viii. confiscation.



# CARAVANS & TRAILERS

## DEFINITIONS

For this section:

**Repatriation** means the act of returning the caravan or trailer to the risk address noted in the schedule, if the vehicle is damaged or breaks down whilst in Botswana, Lesotho, Mozambique, Namibia, the Kingdom of Eswatini, or Zimbabwe.

**Private Use** means use for social, domestic and pleasure purposes including travel between your residence and place of work.

**Business Use** means use for social, domestic and pleasure purposes including travel between your residence and place of work, as well as business travel consistent with the occupation of the regular driver noted in the proposal form of the policy.

**Commercial Use** means use for commercial purposes including deliveries, courier services, shuttle services, the carrying of fare paying passengers, hiring, driving instruction, sales, and the carriage of goods for sale.

## Indemnity

We will indemnify you against loss of or damage to the caravan or trailer described in the schedule, and its permanently fitted accessories and spare parts. We will at our own option repair, reinstate or replace the caravan or trailer or any of its parts or its permanently fitted accessories or spare parts, or may pay in cash the amount of the loss or damage.

The maximum amount payable by us is the maximum indemnity noted in the schedule, but shall not exceed the reasonable retail value of the caravan or trailer and its permanently fitted accessories and spare parts at the time of the loss, provided that:

- a. our liability for loss of or damage to windscreens and window glass is limited to the maximum indemnity noted in the schedule.

The indemnity is subject to the prior payment or deduction of any applicable excess noted in the schedule.

If we are advised that the insured caravan or trailer is the subject of a credit agreement as defined in the National Credit Act (Act 34 of 2005), you agree that we will pay the title holder shown in the agreement up to the outstanding amount, limited to the maximum amount payable. If the outstanding amount is less than the maximum amount payable, we will pay the difference to you.

## Territorial Limits

We will indemnify you for any occurrence, injury, loss, damage or liability caused whilst the insured caravan or trailer is in the Republic of South Africa, Botswana, Lesotho, Namibia, the Kingdom of Eswatini or Zimbabwe. We will also indemnify you against loss or damage to the insured vehicle whilst in transit by a registered

freight carrier via land, sea or air, between ports or places in the territories above, including loading and unloading incidental to such transit.

## SPECIAL CONDITIONS

1. You must advise us immediately in writing if during the period of insurance your driver's licence or a driver's licence of any person who drives the insured vehicle is endorsed, suspended or cancelled or if you are charged with or convicted of negligent, reckless or improper driving.
2. You must take all reasonable steps to safeguard the insured caravan or trailer from loss or damage and you must maintain the insured caravan or trailer in an efficient and roadworthy condition. Should the insured caravan or trailer or any part fail to comply with any requirements for roadworthiness as set out in the Road Traffic Act (or any similar statute, provincial or local proclamation or statute) then all benefit under this policy in respect of any claim made shall be forfeited, and we shall have free access to examine the insured caravan or trailer at all times.

## CARAVANS & TRAILERS – EXTENSIONS OF COVER

### Credit Shortfall

(if noted in the schedule as included)

If the caravan or trailer is financed in terms of the National Credit Act (Act 34 of 2005), and stolen and not recovered, or in our opinion damaged beyond economical repair, we will pay the difference between the retail value of the insured caravan or trailer and the outstanding settlement in terms of the credit agreement that you entered into, provided that:

- a. our liability is limited to either 10% or 20% of the retail value of the caravan or trailer, as noted in the schedule, or R 200,000, whichever is the lesser;
- b. we are not liable for any arrear instalments or rentals, or interest owing on the arrears;
- c. we are not liable for any residual value that is recorded in the finance agreement.

### Emergency Repairs, Breakdown and Towing

We will pay the reasonable cost of protection and removal of the caravan or trailer to the nearest competent repairer or place of safe storage or to your address, provided that the insured caravan or trailer is incapable of being towed due to an occurrence.

In the event of an emergency, you may authorise repairs to the insured caravan or trailer up to the amount noted in the schedule without our prior consent, provided that a detailed invoice is obtained and immediately sent to us.

In the event of a mechanical or electrical breakdown of the insured caravan or trailer we will pay you up to the amount noted in the schedule for costs necessarily incurred for protecting the insured caravan or trailer and removing it to a repairer.

## Locks, Keys and Remote Controls

We will indemnify you for costs reasonably incurred as a result of any keys, locks or remote controls for the caravan or trailer being lost or damaged up to the amount noted in the schedule, and subject to the excess noted in the schedule.

## CARAVANS & TRAILERS – SPECIFIC EXCLUSIONS

We will not be liable for:

- i. any occurrence, injury, loss, damage or liability sustained or incurred whilst any caravan or trailer is:
  - a. being towed by any person with your express or implied consent who is not duly and fully licensed to drive the insured vehicle in terms of the legislation applying to any territory within the territorial limits. This exclusion does not apply whilst the person driving the insured vehicle is learning to drive, and is complying with the laws and regulations in force relating to learner drivers;
  - b. being towed by you or the regular driver or any person with your express or implied consent whilst under the influence of alcohol or drugs, or whilst the concentration of alcohol in the driver's blood or breath exceeds the statutory legal limit;
  - c. in the custody or control of a member of the motor trade, unless whilst being serviced or repaired;
  - d. being used for business or commercial purposes.
- ii. consequential loss or damage from any cause;
- iii. wear and tear or gradually operating causes;
- iv. mechanical, electric or electrical breakdown, failures or breakages, including any consequential loss of or damage to any other mechanical, electrical or electronic component as a result of the mentioned breakdown, failure or breakage;
- v. depreciation or diminution in value however arising, including diminution following damage insured under this policy and continuing after the repair of such damage;
- vi. damage to tyres by braking or by road punctures, cuts or bursts except as the result of an impact causing other damage;
- vii. damage to the suspension system due to inequalities of the road or other surface or the impact with such inequalities;
- viii. confiscation.

# WATERCRAFT

This cover is only available if Motor or Buildings or Contents insurance is also in force.

## DEFINITIONS

For this section:

**Watercraft** means the watercraft having a hull not more than 8 meters in length noted in the schedule comprising the hull, superstructure, fittings, machinery, engines, motors, boats, safety gear and equipment such as would normally be sold as one unit, but excluding its trailer.

## Indemnity

We will indemnify you against loss of or damage to the watercraft noted in the schedule arising from an occurrence.

The indemnity is subject to the prior payment or deduction of any applicable excess noted in the schedule.

The maximum amount payable by us is the maximum indemnity noted in the schedule, but shall not exceed the reasonable market value of the watercraft.

If we are advised that the watercraft is the subject of a credit agreement as defined in the National Credit Act (Act 34 of 2005), you agree that we will pay the title holder shown in the agreement up to the outstanding amount, limited to the maximum amount payable. If the outstanding amount is less than the maximum amount payable, we will pay the difference to you.

If at the time of loss or damage the cost of replacing the insured watercraft above is greater than the maximum indemnity noted in the schedule, you will be your own insurer for the difference and will bear a rateable proportion of the loss or damage.

## Territorial Limits

We will indemnify you for any occurrence, loss, damage, or liability caused whilst the insured watercraft is in the Republic of South Africa, Botswana, Lesotho, Mozambique, Namibia, the Kingdom of Eswatini or Zimbabwe, or within 12 nautical miles from the coast of the Republic of South Africa, Namibia or Mozambique.

## Unavailable Parts

If a part that is needed to repair the insured watercraft after loss or damage is not available as a standard (ready-made) part in the Republic of South Africa, we will pay an amount equal to the value of the part at the time when the loss or damage occurred. The value of the part will be determined according to the price given in the most recent catalogue or price list applicable to the insured watercraft. The amount includes the reasonable cost to transport the part, other than by air.

## Watercraft Liability Extension

We will indemnify you or any person using the insured watercraft with your permission or any water skier being towed or preparing to be towed by the insured watercraft against all sums including claimants' costs and expenses which you shall become legally liable to pay in respect of:

- a. death of or bodily injury to any person;
- b. loss of or damage to property;
- c. attempted or actual raising, removal or destruction of the wreck of the insured watercraft or any neglect or failure to raise, remove or destroy the wreck;
- d. expenses incurred by you with our prior written consent in connection with official enquiries and coroner's inquests;
- e. legal costs, incurred with our prior written consent in defending any action or contesting liability whether or not such action proceeds in the criminal or civil court.

Our liability in respect of this section is limited per occurrence to the maximum indemnity noted in the schedule.

We will also pay for:

- a. reasonable sighting expenses of the hull after grounding, even if no damage is found;
- b. reasonable emergency and salvage charges incurred in minimising or averting a loss which would be covered by this policy.

## SPECIFIC EXCLUSIONS RELATING TO THE WATERCRAFT LIABILITY EXTENSION

We will not indemnify you, or the permitted user, or water skier against any legal liability for:

- i. death or bodily injury to any person employed by you or the permitted user or water skier;
- ii. claims arising from any person engaged in kiting or other airborne sport whilst being towed by the insured watercraft or preparing to be towed by the insured watercraft until safely back on board the insured watercraft;
- iii. claims arising while the insured watercraft is in transit by mechanically propelled road vehicle, rail, ship or aircraft;
- iv. death or bodily injury in respect of fare-paying passengers and loss of or damage to their property;
- v. death or bodily injury to any person operating or employed by the operator of a shipyard, repair yard, slipway, yacht club, marina, sales agency or similar organisation.

## WATERCRAFT – SPECIFIC EXCLUSIONS

We will not be liable for loss, damage or liability:

- i. whilst the insured watercraft is being piloted by any person who is not in possession of the relevant skipper's licence;
- ii. whilst the insured watercraft is being piloted by any person whilst under the influence of alcohol or drugs, or whilst the concentration of alcohol in the pilot's blood or breath exceeds 0.05grams per 100 ml;
- iii. whilst the insured watercraft is being used for any purpose other than private and pleasure use;
- iv. whilst the insured watercraft is being let out on hire or charter;
- v. whilst the insured watercraft is being towed on water except when in need of assistance;
- vi. whilst the insured watercraft is towing or salvaging a watercraft other than one in distress;
- vii. whilst the insured watercraft is towing or salvaging a watercraft (whether or not in distress) under a contract arranged prior to commencing towing or salvaging;
- viii. whilst the insured watercraft is participating in racing or speed tests, or any trials;
- ix. whilst the insured watercraft is left moored or anchored unattended off an exposed beach or shore and it becomes stranded, sunk, swamped or breaks adrift;
- x. if the insured watercraft is used or occupied as a house boat or permanent residence;
- xi. if the insured watercraft is not maintained in a proper state of repair and seaworthiness;
- xii. as a result of wear, tear, depreciation, gradually operating causes, rust or oxidation, corrosion, moth, vermin or insects, warping or shrinkage, rot, fungus, mould, or infestation;
- xiii. as a result of mechanical or electrical breakdown of machinery, engines, motors, batteries and their connections (other than the shaft and propeller) unless occasioned by external causes not otherwise excluded;
- xiv. to sails or protective coverings split by the wind or blown away while being hoisted;
- xv. as a result of theft or attempted theft of fixtures, fittings, equipment or outboard motors that are not securely bolted to the watercraft if the watercraft is unattended, or not in a locked garage;
- xvi. of personal effects, consumable stores, fishing gear or moorings;
- xvii. as a result of fire or explosion unless the insured 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;
- xviii. to jet skis or wet bikes in the open or on a trailer if left unattended;
- xix. confiscation.

# PERSONAL ACCIDENT

This cover is only available if Motor or Buildings or Home Contents insurance is also in force.

## DEFINITIONS

For this section:

*You/your* means the insured person named in the schedule.

### Indemnity

We will indemnify you if you sustain bodily injury directly as a result of violent, accidental, external and visible means which directly and independently of any other cause, results within 24 months in your death or permanent disablement.

The amount that we will pay is the percentage of the maximum indemnity noted in the Schedule of Benefits.

Payment will be made to you, or in the event of your death to your nominated beneficiary, or if no beneficiary is nominated to your estate.

### Domestic Employee Personal Accident Extension (if noted in the schedule as included)

The Personal Accident Section of the policy is extended to cover the domestic employees of the Policyholder provided that:

- a. the maximum indemnity is limited to R 50,000;
- b. the extension applies to a maximum of two domestic employees per policy;
- c. the domestic employees must be in the permanent employment of the Policyholder and be registered with the Unemployment Insurance Fund.

### Schedule of Benefits

#### Percentage of maximum indemnity

- a. Death 100%
- b. Permanent total disablement 100%
- c. Loss by physical separation at or above the wrist or ankle of one or more limbs 100%
- d. Total, permanent and irrecoverable loss of hearing in both ears 100%
- e. Total, permanent and irrecoverable loss of sight in both eyes 100%
- f. Permanent and total loss of speech 100%

## SPECIAL CONDITIONS

- a. Permanent total loss of use of a limb shall be treated as loss of a limb;
- b. In the event of compensation becoming payable under more than one benefit, the total amount payable shall not exceed 100% of the maximum indemnity for each insured person;
- c. Where the injury is not specified, we will apply a percentage of disablement which is consistent with the provisions the Schedule of Benefits;
- d. Upon payment of any claim for which compensation as stated in the table is 100% of the maximum indemnity the insurance and any further liability will cease immediately;
- e. You must give notice to us of any physical infirmity which, to your knowledge, affects you, or of any change to a more hazardous occupation;
- f. This section will not continue in force beyond the period of insurance during which you attain the age of 75 years;
- g. On the happening of any occurrence for which compensation is payable you must employ the services of a registered medical practitioner and undergo any treatment the practitioner deems necessary;
- h. You must submit to any medical examinations that we deem necessary, at our expense.

## PERSONAL ACCIDENT – SPECIFIC EXCLUSIONS

We will not be liable for any claim resulting from:

- i. your participation in:
  - a. any sport as a professional;
  - b. parachuting, skydiving, hang gliding, motorcycle riding, wrestling, boxing or martial arts;
  - c. racing, speed or endurance tests on or in power driven vehicles or craft;
  - d. flying other than as a passenger in a licensed passenger carrying aircraft piloted by a duly qualified person;
  - e. mountaineering where the use of ropes or a guide is necessary;
  - f. mining activities;
  - g. the manufacture or use of explosives.
- ii. any physical infirmity, condition or disability which existed prior to inception of this section of the policy;
- iii. your wilful misconduct or illegal act;
- iv. your being under the influence of intoxicating liquor or drugs, or driving a vehicle whilst the concentration of alcohol in your blood or breath exceeds the statutory legal limit;
- v. your suicide, attempted suicide or intentional self-injury;
- vi. your sickness or disease of any nature;
- vii. your pregnancy, childbirth, miscarriage, or any consequence thereof;
- viii. your insanity, neurosis, or stress-related conditions;



- ix. your participation in any riot, civil commotion, labour disturbance, strike or lockout or public disorder or any act or activity which is calculated or directed to bring these about;
- x. your participation in any act which is calculated or directed to bring about destruction or damage or bodily injury in order to further any political aim, objective or cause, or to bring about any social or economic change or in protest against any State or government or any provincial, local or tribal authority or for the purpose of inspiring fear in the public;
- xi. your service in the military, naval, police, prisons or air service of any country;
- xii. an accident which occurs when you are younger than 16 years of age or older than 75 years of age.

# PERSONAL LIABILITY

This cover is only in force if Buildings or Contents insurance is also in force.

## Indemnity

We will indemnify you for your legal liability for:

- a. accidental death, bodily injury or illness of any person;
- b. accidental physical loss of or damage to tangible property of any person.

We will pay the indemnity, regardless of where in the world the event takes place.

The indemnity includes all costs and expenses incurred by us and costs and expenses you incur with our prior written approval.

The maximum indemnity is limited to the amount shown in the schedule for any single claim, any series of claims resulting from the same event, or all events that happen during the period of insurance.

## LIABILITY – EXTENSIONS OF COVER

### Credit, Debit Cards and Cellular Communication SIM cards

We will indemnify you up to the amount shown in the schedule for your legal liability because of the unlawful use of your credit, debit or SIM cards by a person not related to you. To receive indemnity, a registered financial services provider, merchant or cell phone provider must have officially issued the credit, purchase or SIM cards in your name and you must have complied with all the terms of the issued cards. The indemnity includes all legal and other costs we agree to in writing.

### Personal Legal Liability for Wrongful Arrest

We will indemnify you for your legal liability to any person resulting from the wrongful arrest or frisking of a person, including assault related to the wrongful arrest or frisking.

The indemnity includes all legal and other costs we agree to in writing.

We will indemnify you up to the amount shown in the schedule for any single claim, any series of claims resulting from the same event, or all events that happen during the period of insurance.

### Personal Legal Liability to Domestic Employees

We will indemnify you for your legal liability due to the accidental death of, or bodily injury to, your domestic employees that arises from and in the course of their employment, but excluding claims payable in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA).

The indemnity includes all legal and other costs we agree to in writing.

We will indemnify you up to the amount shown in the schedule for any single claim, any series of claims resulting from the same event, or all events that happen during the period of insurance.  
Specific Exclusion xv. below does not apply to this indemnity.

## Security Companies

We will indemnify you for your legal liability to any person for amounts that you must pay as indemnity in terms of a written contract with any security company or armed response service for property insured under the “Buildings” or “Home Contents” Sections of this policy.

## Tenant’s Liability

We will indemnify you for your legal liability for amounts that you as a tenant of a building must pay as indemnity to the owner of the building due to loss of or damage to the buildings and/or fixtures or fittings in it, directly caused by any of the following:

- a. storm, water, hail or snow;
- b. theft or attempted theft;
- c. fire or explosion;
- d. breakage of glass, mirrors or sanitary ware not including chipping, scratching or disfiguration;
- e. damage to supply connections between the public supply and the buildings;
- f. collision by animals or vehicles;
- g. loss of or damage to keys, locks and remote-control units.

The indemnity includes all legal and other costs we agree to in writing.

We will indemnify you up to the amount shown in the schedule for any single claim, any series of claims resulting from the same event, or all events that happen during the period of insurance.

Specific Exclusion vi below does not apply to this indemnity.

## PERSONAL LIABILITY – SPECIFIC EXCLUSIONS

Unless specifically shown otherwise in the schedule, we will not indemnify you for legal liabilities relating to:

- i. legal costs and expenses incurred after the date we paid or offered to pay the full amount of the claim, or a lesser amount that we believe the claim can be settled for, or the maximum amount for which we are liable;
- ii. liability to any person who is a member of your family or household;
- iii. your business, trade or occupation;
- iv. your ownership, possession or occupation of land, buildings or structures. This exclusion does not apply if the property is a building or structure and the contents or building is covered by this policy;
- v. any building activity;
- vi. liability assumed by you by agreement and which would not have existed in the absence of the agreement;
- vii. vibration or the removal or weakening of or interference with the support of land, buildings or property;

- viii. the ownership, possession, use or handling of vehicles (including motorcycles, quadbikes, trailers and caravans), watercraft, pleasurecraft, aircraft, drones, model aircraft or other aerial devices;
- ix. liability caused by or arising from your ownership or possession or use of lifts or mechanically propelled vehicles or trailers other than pedestrian controlled lawn mowers;
- x. the ownership, possession, use or handling of firearms, air guns or animals (other than domesticated animals);
- xi. fines, penalties or punitive damages;
- xii. any gradual cause which does not result from a sudden and identifiable event;
- xiii. non-compliance by you or your legal representative with the terms of this policy;
- xiv. accidental loss of or damage to property you or any person in your service owns, rents, borrows, keeps in trust, or has control or custody of;
- xv. accidental death of, bodily injury to or illness of you or any person in your service or employment if the liability results from their service or employment;
- xvi. compensation for damages in respect of judgements awarded in the first instance outside the jurisdiction of South Africa; including costs and expenses of such litigation;
- xvii. liability for punitive, exemplary or vindictive damages, fines or penalties awarded in any court;
- xviii. liability caused by arising from seepage, pollution or contamination or the cost of removing, nullifying or cleaning up seeping polluting or contamination.

# EXTENDED PERSONAL LIABILITY

## DEFINITIONS

For this section:

Underlying Policy means a valid insurance policy in force with:

- a. a registered South African insurer (underlying insurer) that covers personal liability, property owners' liability, tenants' liability, motor liability or watercraft liability;
- b. any insurer (underlying insurer) in the world that covers motor liability, watercraft liability or property owners' liability for any motor vehicle hired, leased or owned by you, or for any watercraft or property owned by you, outside the Republic of South Africa.

### Indemnity

We will indemnify you for your legal liability for amounts you must pay as indemnity due to any event which happens during the currency of this section anywhere in the world:

- a. for which liability is not included in the underlying policy;
- b. for which the limit of indemnity, including costs and expenses, of the underlying policy is exceeded.

We will only pay indemnity above the following limits:

- a. R5 000 000 for the Personal Legal Liability section;
- b. R3 000 000 for the Motor Liability section;
- c. R1 000 000 for the Watercraft Liability section.

We will indemnify you for your legal costs and legal expenses that:

- a. a claimant can recover from you for a valid claim under this section;
- b. you incur with our prior written consent.

## TERMS AND CONDITIONS

### Underlying policy

Indemnity under this section is subject to a valid underlying policy being in force at the time of the event.

The underlying policy must provide the kind of cover you are claiming for under this section and you must have complied with all terms and conditions of the underlying policy.

If indemnity under this section refers to an event for which the limit of indemnity, including legal costs and legal expenses, of the underlying policy is exceeded, the underlying insurer must have paid the full amount of the policy or undertaken to pay it.

## Limit of Indemnity

Our indemnity is limited to the amount shown in the schedule for any single claim, any series of claims resulting from the same event, or all events that happen during the period of insurance.

## EXTENDED PERSONAL LIABILITY – SPECIFIC EXCLUSIONS

We will not indemnify you for:

- i. liability in connection with:
  - a. any judgement, award, payment or settlement made in a country that operates under the laws of the United States of America or Canada or is subject to any order made anywhere in the world to enforce such judgement, award, payment or settlement;
  - b. the pursuing of any business, trade or occupation;
  - c. hiring out any property, or any part thereof. This exclusion does not apply if the property is a building or structure, including the land on which it is situated, used as a private residence and is covered by any underlying policy;
  - d. your reckless disregard of the possible consequences of your acts or omissions;
  - e. loss of or damage to property that is covered under any other insurance policy;
  - f. the ownership, possession, use or handling of any aircraft, drone, model aircraft or other aerial devices;
  - g. loss of or damage to or in connection with any exchange, cash or credit sale agreement, including theft under false pretence and fraud;
  - h. HIV (Human Immunodeficiency Virus) or any related illness, including Aids (Acquired Immune Deficiency Syndrome) or any mutant derivative or variation thereof;
  - i. motor or watercraft liability, unless the liability is covered by any underlying policy or if the liability is excluded by any underlying policy due to any claim occurring outside the borders of the countries covered by the policy;
  - j. watercraft liability if the total length of the watercraft exceeds eight metres;
  - k. loss of or damage to any self-propelled vehicle, trailer, caravan, watercraft or aircraft under your care, custody or control;
  - l. a dishonest, fraudulent or malicious act, or acts of physical assault or seduction committed by you;
  - m. the payment of any fine, penalty or multiple, punitive/exemplary damages;
  - n. any debt;
  - o. failures to pay maintenance or alimony or any amounts following a breach of promise;
  - p. the purchase, sale, barter or exchange of property, or your failure to comply with your obligations relating to these.
- ii. any of the following forms of liability:
  - a. liability of one person included in this policy to another person included in this policy or a person who was included when the event happened;
  - b. liability that is the subject of legislation controlling the use of vehicles or trailers and for which you must take out insurance or provide security;
  - c. liability where the State or a government body or authority has accepted liability.

## RETRENCHMENT BENEFIT

(if noted on the schedule as included)

### Indemnity

We will waive your premiums up to a maximum of 6 months in the event that you are retrenched, provided that:

- a. the Policy has been in force for a continuous period of at least 90 days;
- b. our liability is excluded if you are self-employed, or a partner in a partnership, a member of a close corporation or a director of a company, and you are retrenched from that organisation.

For the purposes of this benefit “you and your” means the individual person from whose account the premium is debited.

## EXTENDED IDENTITY THEFT BENEFIT

(if noted on the schedule as included)

### Indemnity

We will indemnify you for legal costs and legal expenses incurred by you in connection with the unauthorised or illegal use of your personal information, identity documents, passports or driver’s license by a third party that leads to real or potential prejudice and results in legal liability or financial loss, subject to the following terms and conditions:

- a. the maximum indemnity is limited to the amount noted in the schedule per calendar year;
- b. you must notify your bank or financial institution within 24 hours of discovering the theft and provide us with a copy of such notification;
- c. we must be informed of and agree to beforehand, any legal costs and expenses we might be liable to pay under this section.

We will not be liable for identity theft caused:

- i. by your own negligence;
- ii. by family members or persons resident at the risk address;
- iii. by or in connection with your profession or business.

# SASRIA – MOTOR



Sasria SOC Limited  
P.O. Box 653367, BENMORE, 2010  
36 Fricker Road, Illovo, Sandton, 2196  
Tel: +2711 214 0800 or 086 172 7742 (Switchboard)  
Fax: +27 11 447 8630  
Reg. No. 1979/000287/06  
VAT Reg. 4140119340  
FSP Licence No.: 39117

## POLICY FOR MOTOR INSURANCE

### DEFINITIONS

1.1 The term "vehicle" shall mean:

- (a) Private type motor cars
- (b) Commercial vehicles ( including irrigation vehicles)
- (c) Motor cycles
- (d) Buses
- (e) Trailers- ( i.e Any vehicle without means of self-propulsion designed to be drawn by a self-propelled vehicle, but excluding any parts or accessories not permanently fitted thereto)
- (f) Registered and Non-registered Mobile Plant
- (g) Bus Rapid Transit

1.2 Non Registered Types

The above shall mean self- propelled Non Registered vehicles that may be insured under the motor section.

These vehicles are for example but not limited to golf carts ,forklifts, goods carrying trolleys, tractors with or without lifting apparatus, road rollers, quad bikes, tractors used for maintenance of recreational grounds, sprayers (disinfectant, sanitary and tar), water carts, road graders, scarifiers, sweepers, tower wagons and compressors.

Any such vehicle being owned by or hired or leased by the insured, including any such vehicle temporarily operated by the insured as replacement for any vehicle out of use for the purpose of overhaul, upkeep and/or repair provided that the insurer's maximum liability shall not exceed the lesser of the retail value of the replacement vehicle or the limit of indemnity of the replaced vehicle as stated in the Sasria motor policy.

1.3 The term "total loss" shall mean the total loss , destruction or damage of the vehicle or where the damage exceeds at least 70% of the retail value of the vehicle;

1.4 The insured shall mean the person, people or juristic entity in whose name the policy is Issued.

### 2.0. PREAMBLE

#### SECTION A

The premium for this insurance is shown in the underlying policy schedule. The underlying policy schedule forms an integral part of the policy. The cover is subject to payment of premiums.

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Sasria's Liability to the insured will not be for more than the value specified against each vehicle, or the retail value of the vehicle calculated in terms of the TransUnion Auto Dealer Digest, whichever is the lesser.

Wherever the word "**property**" is used it must be taken to mean any motor car or vehicle, trailer, a tool, utensil, or other piece of equipment that is used for a particular purpose 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 on the road.

## INSURANCE

In return for the Insured having paid the premium stated in the Schedule to this Policy (the Schedule forms an essential and integral part of this Policy) to Sasria, Sasria will provide insurance in respect of loss or damage happening during the Period of Insurance stated in the Schedule of this Policy.

Subject to the terms, exceptions and conditions of this Policy, 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 of the public;
- 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 lawful authority in controlling, preventing suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii) (iii) or (iv) above.

**Note:** In this Policy, the term "Public Disorder" includes civil commotion, labour disturbances or lockouts.

Sasria may at its option repair or replace such property or any part thereof or may pay in cash the amount of the loss or damage not exceeding the reasonable retail value of the property insured in the schedule of this Policy subject always to Condition 8 of this Policy (which relates to Average). If the property insured is the subject of a hire purchase or similar agreement and the seller or lessor (hereafter referred to as the "**Owner**") is interested in any money 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 Sasria is striving for excellence, should we fail to deliver on our service promises, for any complaints, you can send an email to: [contactus@sasria.co.za](mailto:contactus@sasria.co.za))



is not made good by repair or replacement) such money will, if requested in writing, be paid to the 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 will be a full discharge of Sasria in respect of such loss or damage. Save as expressly provided nothing in this Policy will modify or affect the rights and legal responsibilities by the Insured or Sasria under or in connection with this Policy or any condition or term of it.

In the event of any part, accessory or fitment of whatsoever nature needed to repair or replace damage to the property insured being not capable of being obtained 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, Sasria's legal responsibility will be met by the payment of a sum equaling the value of the said article at the time of the loss or damage but not in any case exceeding the manufacturer's last list price operative in the Republic of South Africa.

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

### **3.0. Memoranda**

#### **3.1. Replacement Value Condition**

Where an Insured vehicle defined in 1.1 (a) is less than twelve months old, from the date of first registration and the vehicle has travelled less than 2500km per month on average since the date of first registration as new – then Sasria agrees to bear the costs of replacing the vehicle with a new vehicle of the same make and model (subject to the availability thereof) in the event of the total loss of such vehicle. This condition applies only to vehicles not exceeding 3500 kilograms gross vehicles mass.

3.2. If, to Sasria's knowledge, the vehicle is the subject of a suspensive sale or similar agreement and the vehicle is written off, stolen or hijacked and the insured is permanently deprived of the use of the vehicle, payment in settlement of the claim shall be made to the titleholder whose receipt shall be a full and final discharge to Sasria in respect of such loss or damage.

3.3 If any part, accessory or fitment needing to be repaired or replaced, following insured damage to the vehicle/s described in the schedule, being unobtainable in the republic of South Africa, Sasria's liability shall be limited to payment of a sum equal to the value of a Standard ready manufactured part, accessory or fitment at the date of loss or damage, but not exceeding the maker's latest list price.

3.4 Sasria will only pay up to 10% of the insured value of the vehicle in respect of accessories fitted in or on the vehicle; if the value exceed 10% of the insured value of the vehicle then the accessories must be specified on the schedule and be insured under the Plant category, for them to be covered for Sasria purposes.

### **EXCEPTIONS**

Sasria is striving for excellence, should we fail to deliver on our service promises, for any complaints, you can send an email to: [contactus@sasria.co.za](mailto:contactus@sasria.co.za)

**This Policy does not cover:**

1. Consequential Loss from any cause whatsoever, depreciation of any nature which will also mean decrease in value of the insured property however it arises, 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 of the insured property resulting from confiscation, commandeering or requisitioning by any lawful 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 of foreign enemy, hostilities or warlike operations (whether war is declared or not) or civil war;
  - ii. mutiny, military rising, military or An invasion from abroad, or an internal rebellion, where armies are drawn up against each other, when the laws are silent, and when the firing of towns becomes unavoidable, 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 lawful 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 legal responsibility assumed by the Insured by agreement, unless or if such legal responsibility 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 from it 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 will include any self-sustaining process of nuclear fission.

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

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

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

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political, religious, ideological or personal purposes or reasons including the intention to influence any government and /or to put the public, or any section of the public in fear.

**If it is alleged that by reason of this exclusion any loss(es) is not covered by this Coupon / Policy the burden of proving the contrary will be on the insured.**

#### **CONDITIONS**

**1. Claims Procedure**

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

**2. Subrogation**

The Insured must, 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 will 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 will 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 will not be liable to pay or contribute more than its rateable share of any loss or damage.

**4. Precautions**

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

**5. Transfer**

Nothing contained in this Policy will give any rights against Sasria to any person other than the Insured. Sasria will 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 or dispute arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will 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 in terms of paragraph (a) above is to be referred to Arbitration the award of the Arbitrator(s) will be final and binding and the making of such award will be a condition precedent (i.e. a prior requirement) to any right of action against Sasria under this Policy being pursued.

**7. Limitation**

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

**8. Average**

If the property insured is, at the commencement of any destruction or damage to such property, 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 will be considered as being his/her own insurer for the difference and will bear a ratable share of the loss accordingly.

**9. Total Loss of Property**

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

**10. Premium**

**Note** that whenever the period of insurance on this policy is less than 12 months, the minimum premium to be paid by the Insured will be the full annual premium.

**11. Validity**

This Policy will not be valid unless a signature attesting the authenticity of a document already signed by another by the Nominated Insurer.

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

Sasria will not be liable for any loss or damage to the property if at the time of such loss or damage the property was used either by the Insured or any person knowing at that time that the property should have been insured at a rate or premium that is higher than what has been charged, but they did not act to correct that, so that the correct rate or premium was not applied.

**13. Territorial Limitation**

Sasria only insures property that is in the Republic of South Africa and will insure property in Namibia only when it is there temporarily for a period of not more than 60 consecutive days.

**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 will become payable.

**15. Fraud**

If the claim is in any respect fraudulent and if any fraudulent means or devices are used by the Insured or anyone acting on his/her behalf to obtain any benefit under this Policy and if any destruction or damage is occasioned by the willful act and with any connivance of the Insured, all benefit under this Policy will be forfeited.

**16. Misrepresentation**

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This policy will not be legally binding if the Insured makes a false statement of any material (important) fact on his/her application, an inaccurate physical or legal description of property or when the Insured does not provide any important information about the property being insured.

**17. Reporting Claims to Authorities**

All things that happen or takes place especially things of importance 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.

**18. Declarations**

The insured has the responsibility of declaring all fleet vehicles insured for Sasria purposes at the end of each insurance period within 45 days and the difference in payment be made to Sasria or a refund be paid to the insured.

**19. Listing of Vehicles**

The insured has the responsibility of providing the Non Mandated Intermediary with the list of all vehicles being insured for Sasria purposes as and when required by Sasria.

**20. Uninsured Third Party vehicles**

The motor cover extends to damage of an uninsured third party motor vehicle, if the damage happened as a result of an insured motor vehicles, whilst a Sasria peril was taking place.

**SPECIFIC CONDITION**

If, during the operation of this section of the Policy, any driver's licence in favour of the Insured or their authorised driver is endorsed, suspended or cancelled, or if he/she or they will be charged or convicted of negligent, reckless or improper driving, notification must be sent in writing to Sasria immediately when the insured has knowledge of such fact.

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# SASRIA – NON-MOTOR

Sasria SOC Limited  
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Tel: +2711 214 0800 or 086 172 7742 (Switchboard)  
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Reg. No. 1979/000287/06  
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FSP Licence No.: 39117



## ANNEXURE 4

### *COUPON POLICY FOR SPECIAL RISKS INSURANCE*

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

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

#### NOTE:

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

#### PROVIDED that:

Notwithstanding anything to the contrary, where One Insured is insured by one or more current and valid insurance (other than Contract Works and/or Construction Plant and or Motor) issued by or on behalf of the Company, the annual aggregate liability of the Company under all such Insurances shall be limited to the sum of R500 million (five hundred million Rand), or up to R 1,5 billion, if the Insured has chosen the optional Excess of Loss R 1 billion cover, where the property insured is in the Republic of South Africa.

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For this purpose ONE INSURED shall mean:

Any Single One Insured, a Holding Company and all its Subsidiaries (as contemplated exclusively by the Companies Act, 1973) or Subsidiary of the Holding Company

In the case of One Insureds other than Companies, the Company reserves the right to determine who the One Insured is for this purpose.

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

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

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

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

- (e) This policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in South African territory to which this policy applies.

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

**CLAIMS NOTIFICATION**

The Agent or Intermediary will advise Sasria of a loss within thirty (30) days from the date they receive the claim.

A claim shall not be payable if twenty four (24) months have elapsed since the occurrence of the Insured Event unless the claim is subject of pending legal action or final assessment of the loss by the Insurer have not been reached.

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## **CONTRACTUAL VALUE**

Where Property Insured is extended under the Replacement Value Clause and is the subject of a lease, rental, hire or similar agreement which requires the Insured to insure and/or be responsible for the property at an agreed value then the measure of cover provided shall be the agreed value as stipulated in the lease, rental or hire agreement. The definition set out under the Basis of Loss Settlement on the underlying policy shall not apply in respect of a claim under this clause but always limited to the total Sum Insured.

## **CONDITIONS**

### **Misrepresentation, misdescription and non-disclosure**

Misrepresentation, misdescription or non-disclosure in any material particular shall render voidable the particular item, section or sub-section of the policy, as the case may be, affected by such misrepresentation, misdescription or non-disclosure.

### **Continuation of cover (where premium is payable by bank debit order or by transmission account)**

The premium is due in advance and, if it is not received by the company by due date, this insurance shall be deemed to have been cancelled at midnight on the last day of the preceding period of insurance unless the insured can show that failure to make payment was an error on the part of his Intermediary or Sasria agent.

### **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.

### **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.

### **Company's rights after an event**

- (a) On the happening of any event in respect of which a claim is or may be made under this policy, the company and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the company to rely upon any conditions of this policy,

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- (i) take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and licence of the insured to the company to do so. The insured shall not be entitled to abandon any property to the company whether taken possession of by the company or not,
  - (ii) take over and conduct in the name of the insured the defence or settlement of any claim and prosecute in the name of the insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the insured without the written consent of the company.
- (b) The insured shall, at the expense of the company, do and permit to be done all such things as may be necessary or reasonably required by the company for the purpose of enforcing any rights to which the company shall be, or would become, subrogated upon indemnification of the insured whether such things shall be required before or after such indemnification.

#### SPECIAL CONDITIONS

1. It is a condition precedent to any liability that at the time of the happening of any occurrence given rise to a loss in terms of this Coupon Policy there shall be in force the Underlying Policy covering the interest of the Insured in all the property insured by this Coupon Policy against loss or damage by fire.
2. All the terms, conditions, exclusions, exceptions and warranties applicable to the Underlying 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 Underlying Policy;
- (d) The Sasria Coupon incorporates the Terms, Conditions, Exceptions, Exclusions and Warranties of the underlying Policy to which it attaches. **It does not automatically incorporate the Extensions.** In order to cater for the Extensions, the Sasria Sum Insured must be increased by the value of the Extension and a premium charged for the said Extension. In this instance a schedule showing a breakdown of all additional covers included (together with the sum insured) must be attached to the coupon,
- (e) Where required by the Insurer, the Insured shall at the commencement of such insurance and when required provide the Insurer with a written estimate of the cost at such date of reinstatement of the Property Insured to which this section applies made and certified by a Valuator acceptable to the Insurer.

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The Sum Insured under the policy and this section in respect of each item will not be less than the amount of such estimate, and may be adjusted for renewal provided this is done within a two months period of the renewal date.

- (f) Where a building or structure is destroyed, the Insured is entitled to carry out the replacement by an equivalent building upon another site and in any manner suitable to the requirements of the Insured provided that the Insurer's liability does not exceed the cost which would have been incurred had reinstatement been carried out on the original location.

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 Underlying 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 Underlying Policy mutatis mutandis.

3. If the property covered in terms of the attached Schedule shall at the commencement of any destruction of or damage to such property by any peril insured hereby be collectively of greater value than the total sum insured stated herein, then the Insured shall be considered as his own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this consideration.
4. Any adjustment of Premium Clause or Condition in the Underlying Policy shall not be applicable to this Coupon Policy.
5. No alteration of this Coupon Policy is valid unless signed by a Director of the Company
6. Any Reinstatement Value Conditions in the Underlying 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.

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