



PERSONAL LINES
POLICY WORDING



Company Registration number: 2005/029823/06

A Registered short-term Insurer and
Authorised Financial Services Provider

FSP Number 35914

YOUR PERSONAL LINES POLICY



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Unless we define a word more specifically in any section of your policy wording to apply to that section only, the following definitions apply to all sections of your policy wording.

You, your, yours means the person in whose name the policy is issued, members of your family, and your life partner, who normally live with you.

We, us, our means the insurer, Infiniti Insurance Limited.

Processing is processing as defined in the Protection of Personal Information Act, 2013 (“POPI”) and includes any operation or activity or any set of operations concerning personal information including collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use of personal information.

Damage is the accidental loss of or physical damage to tangible property insured by this policy.

Exclusions means a loss or event that is not covered by your policy and that we will not pay for.

Stolen (theft) is when **your** tangible property insured by this policy is taken from **you** by a third party without **your** permission and not given back to **you**, and **you** are not able to find and recover it.

Accidental breakage is **damage** caused by something other than theft, malicious damage, fire, lightening, explosion, storm, wind, water, rain, snow, hail or earthquake.

Injury is death or bodily injury caused by accidental external physical means.

Liability is when **you** become legally liable to pay compensation for **injury** to a **third party**, or **damage** to a **third party's** property.

A **third party** is some-one other than the people noted under the definition of **you** in this policy wording and that are not employed by **you**.

Buildings means the buildings of **your** private home (made of brick, stone or concrete with slate, tile, concrete, asbestos or metal roof unless we have agreed another construction in writing) and all outbuildings (like private garages, domestic workers quarters and garden sheds) at the address in **your** policy schedule and used by **you** as part of **your** private building.

Structural alterations means alterations to **your building** that involve the removal of any wall or external door or window or any part of the roof or the under-pinning of **your building**.

Contents mean **your** household goods and personal belongings, or goods for which **you** are responsible, in **your building** on your **premises**.

Premises mean the **buildings** and the garden area surrounding the **buildings** at the address in **your** schedule.

Unoccupied means that there is no-one on **your** premises with **your** knowledge and permission.

First Amount Payable means the excess which is the amount that you have to pay of a claim that we pay.

Subsidence, landslip and ground heave

Subsidence means sinking - the vertical, downward movement of soil and includes settlement, which is a lateral movement.

Landslip means the sliding down of a mass of land or soil.

Ground heave means the upward movement of soil supporting the building.

Specific Definitions

Buildings means your buildings (made of brick, stone or concrete with a slate, tile, concrete, asbestos or metal roof unless we have agreed another construction in writing) and all private garages and outbuildings, walls, gates (including gate motors and intercom and security systems) and fences (not hedges), and swimming pools (but not the water or portable swimming pools), swimming pool filters, sauna baths, spa baths, hot tubs, sports courts (but not clay, gravel or grass surfaced sports courts), ornamental ponds or fountains, borehole motors, underground pipes and cables, public supply connections, satellite dishes, irrigation systems, solar heating systems, brick, tar or concrete driveways, paths or patio's on the same premises including fixtures and fittings permanently attached to your buildings.

This definition of the word **buildings** overrides the definition of the word **buildings** under the General Definitions section of your policy wording.

Cover given

We will pay for damage to your building. In addition we will pay for theft of fixtures and fittings permanently attached to your building.

Exclusions

1. We will not pay for damage to your building
 - (a) caused by inherent defect, defective workmanship or design, the use of defective materials or if your building is not built in compliance with the National Building Regulations or any applicable municipal by-law that applied at the time that your building was built or altered.
 - (b) while structural alterations are being made to your building unless you advise us within 21 days of the alterations being started. We will not pay for any damage caused by the builders including damage to water pipes. We will not pay for damage that is a direct result of the roof or any part of it, or an outside wall, having been removed.
 - (c) caused by any roots or weeds or by trees being cut down unless they are being cut down by a professional tree feller.
 - (d) caused by storm, wind, water, rain, flood or hail if the damage is to fences or retaining walls.
 - (e) caused by chipping, scratching, denting or staining.
 - (f) caused by any animal, bird, reptile or insect.
 - (g) caused by subsidence or landslip that is as a result of the soil expanding or contracting as happens with clay and similar types of soil, normal settlement, shrinkage or expansion of your building or damage as a result of compaction or infill or faulty design or construction or by excavation near or under your building. It is your responsibility to prove that the damage was not caused by subsidence or landslip.
 - (h) caused by subsidence or landslip if the damage is to drains, water courses, swimming pools, tennis courts, boundary walls, retaining walls, posts or fences of any kind, or damage caused by the removal or weakening of support to any building or

workmen making any structural alterations, additions or repairs to any building. It is your responsibility to prove that the damage was not caused by subsidence or landslip.

- (i) caused directly or indirectly by any workmen stopping or not completing any work on your premises.
2. We will not pay for theft of fixtures and fittings
 - (a) if your building is unoccupied for more than 60 consecutive days unless we have agreed in writing that we will give you the cover.
 - (b) if someone that you allow to stay in your building or a tenant steals from you.
 - (c) while structural alterations are being made to your building unless you advise us within 21 days of the alterations being started and unless the theft follows the use of force or violence.
 3. We will not pay for damage caused by power surge of more than the limit in the table of limits attached to your policy schedule.

Extensions to cover

1. If your building value increases

This section covers alterations, additions or improvements to your building insured to a maximum of the percentage in the table of limits attached to your policy schedule of the sum insured on condition that you advise us of the alterations as soon as possible and pay any additional premium required. We will not pay more than the sum insured.

2. Professional and other rebuilding costs

We will pay the cost of

- (a) demolishing your building, removing debris from the site and putting up hoardings needed for building operations
- (b) architects', quantity surveyors' and consulting engineers' fees
- (c) local authorities' scrutiny fees

as long as the cost of these is not more than the percentage in the table of limits attached to your policy schedule of the sum insured on your building and as long as we have agreed the quotes in writing before any work is done. At no time will we pay more than the sum insured in total for any one event.

3. Cost of putting out a fire

We will pay the reasonable costs, that you are legally liable for, of putting out a fire on your premises.

4. Special alterations

We will pay up to the limit in the table of limits attached to your policy schedule for the reasonable cost of essential alterations or adaptations to your buildings needed because you have become permanently, physically disabled by a sudden and unforeseen accident during the period of insurance.

5. Loss of rent

If you or your tenants cannot continue to live in your building because of any event that we pay a claim for, we will pay up to the percentage in the table of limits attached to your policy schedule of the sum insured for loss of rent or for other accommodation. The amount paid will be based on the length of time needed to rebuild your building and the annual rent of your building unfurnished or what it would cost to rent a similar building. We will only pay you or someone on your behalf once you have incurred the cost of the rental.

6. Cover during property transfer

If you buy a new building and take occupation before it is transferred into your name, you will be able to claim for cover to that building under this section of the policy from the time of signature of a deed of sale until transfer into your name by the deeds office as long as the building is not insured on any other insurance policy and you have advised us of the additional property and we have agreed to give you the cover. If the building is unoccupied at the time of the damage happening then we will not pay your claim.

7. Metered water

We will pay for metered water charges that you are legally liable to pay for as a direct result of breaks or bursts in the water mains system up to the limit in the table of limits attached to your policy schedule or the amount by which the quarterly reading is more than the average of the previous four quarters whichever is the lesser amount.

8. Leak detection and repair

We will pay up to the limit in the table of limits attached to your policy schedule for finding and repairing a water, gas or oil leak from permanent internal pipes in your building that are likely to cause damage to your building.

9. Re-landscaping of gardens and removing fallen trees

We will pay for the cost of re-landscaping your garden and removing fallen trees up to the limit in the table of limits attached to your policy schedule after a claim under this section of the policy as long as you can prove that the damage to the garden was as a direct result of the same event as the claim we have agreed to pay.

10. Annual sum insured increase

The sum insured (but not the sum insured on any extension to cover) will be automatically increased on the anniversary or renewal date of your policy by a percentage that we believe to be in line with the trend in building inflation. The new sum insured will be shown on your policy schedule and the premium will be charged for the new insurance period. You are however still responsible for making sure that the sum insured is correct.

11. Temporary repairs after a loss

After damage to your building you may, to prevent more damage or theft, make temporary repairs and take any measures necessary (including employing watchmen) to keep your property safe up to the limit in the table of limits attached to your policy schedule.

12. Emergency accommodation

We will pay reasonable costs of emergency accommodation for you, any domestic helper who normally has accommodation on your premises, and your pets, while your building cannot be lived in until other accommodation can be arranged up to the limit in the table of limits attached to your policy schedule.

Provisions

1. Rebuilding after a loss

You may choose, within 6 months of the date of damage, to rebuild your building on the same site (or on another site and as you wish to build it as long as we do not have to pay any more than we would have paid) as close as possible to what it was like when new as long as the rebuilding is started and finished in a reasonable period of time. We will not pay any more than we would have paid if this condition were not in the policy wording. We will not pay for any expenses that you have not already incurred.

2. Average

The Average clause in the General Section of your policy wording applies to this section of your policy.

3. If your building is mortgaged

The rights of anyone who holds a mortgage on your building will not be prejudiced by any act or omission on your part if they are not aware of the act or omission. They must advise us as soon as they become aware of it and any additional premium due from the date that our risk was increased must be paid. If the mortgage holder is noted in your policy schedule then we will pay any outstanding amount owing to them first and the balance will be paid to you. You will then have no further claim against us.

Additional cover that you may choose to take

Subsidence and landslip – Full cover (if stated in your policy schedule to apply)

We will pay for damage to your building caused by subsidence or landslip.

This extension does not cover

1. damage to drains, water courses, swimming pools, tennis courts, boundary walls, garden walls, retaining walls, gates, posts or fences.
2. damage caused by
 - (a) faulty design or construction of, or the removal or weakening of support, to any building.
 - (b) workmen making any structural alterations, additions or repairs to any building.
 - (c) excavation on or under land other than excavations in the course of mining operations.
3. consequential loss of any kind whatsoever except loss of rent if this is specifically insured under this section.

Cover given

We will pay for damage to or theft of your contents.

Exclusions

1. We will not pay for damage to or theft of your contents
 - (a) while structural alterations are being made to your building unless you advise us within 21 days of the alterations being started. We will not pay for any damage caused by the builders, or for theft of your contents, unless there are visible signs of forcible or violent entry into your building. We will not pay for damage or theft that is a direct result of the roof or any part of it, or an outside wall, or any window or door to the outside having been removed.
 - (b) caused directly or indirectly by any workmen stopping or not completing any work on your premises.
 - (c) that are money or currency, including Mandela coins, Kruger rands and similar coins of more than the limit in the table of limits attached to your policy schedule.
 - (d) that are motor cars, trailers, caravans, water craft or aircraft or their accessories, or livestock.
 - (e) that are uncut precious or semi-precious stones.
 - (f) of more than 30% of the sum insured for precious metals and stones, jewellery and furs.
 - (g) of more than 30% of the sum insured for paintings, sculptures and other collectables.
 - (h) if your contents are unlicensed fire arms or guns or are fire arms or guns that are not stored in compliance with the law. We will not pay for damage to firearms or guns caused by internal explosion, mechanical defects, rust or corrosion.

2. We will not pay for damage to your contents
 - (a) as a result of any process involving the use of water except for putting out a fire.
 - (b) caused by chipping, scratching, denting or staining.
 - (c) caused by any animal, bird, reptile or insect.
 - (d) caused by any process of dyeing, cleaning or renovating or by light or atmospheric conditions.
 - (e) caused by subsidence, landslip or ground heave.

3. We will not pay for theft of your contents
 - (a) if your building is unoccupied for more than 60 consecutive days unless we have agreed in writing that we will give you the cover.
 - (b) if someone that you allow to stay in your building, or that you let your building to, steals from you.
 - (c) of more than the limit in the table of limits attached to your policy schedule if your contents are stolen from any outbuilding or garage and there is no use of force or violence.
 - (d) from any motor car, caravan, trailer or watercraft when left unattended unless the theft follows visible forcible or violent entry or unless the theft is immediately after an accident. We will not pay your claim unless the items stolen were in the fully enclosed portion of the motor car, caravan, trailer or water craft and not able to be seen from the outside.

4. We will not pay for accidental breakage
 - (a) of musical instruments caused by the breaking of reeds, skins or strings.
 - (b) of audio tapes, cassettes or compact discs.
 - (c) of glass that is not part of an item of furniture or glassware or other brittle items unless caused by attempted theft.
 - (d) of sporting equipment while in use unless you have specified the equipment under the All Risks Section of your policy.

- (e) of paintings or artwork unless caused by attempted theft.
 - (f) as a result of the over winding of clocks or other mechanical apparatus.
5. We will not pay for damage to any computer or electronic equipment
- (a) caused by development of poor contacts or scratching of painted or polished surfaces.
 - (b) of more than the value at the time of loss of parts that have a short life like (but not limited to) x-ray tubes, bulbs, valves, fuses or contacts. We will not pay the new replacement value of these parts.
 - (c) arising directly or indirectly out of or in connection with the action of any computer virus, Trojan or worm(s) or other destructive media or caused by the data being accidentally deleted.
6. We will not pay for damage caused by power surge of more than the limit in the table of limits attached to your policy schedule.

Extensions to cover

1. Clothing and any item worn or carried by you - (unspecified all risks)

We will pay up to the limit in the table of limits attached to your policy schedule for clothing or items normally worn or carried by you, including sports equipment, that belong to you, if they are damaged or stolen while not on your premises. If the item is valued at more than the limit in the table of limits attached to your policy schedule then you need to specify it under the All Risks Section of your policy and pay additional premium or we will only pay your claim up to the limit in the table of limits attached to your policy schedule. The cover for this extension is world-wide.

2. **Contents while you are on holiday**

We will pay up to the limit in the table of limits attached to your policy schedule for contents that belong to you that are in accommodation that you have rented for a holiday period or at a hotel that you are temporarily staying in. We will not pay for items that have been stolen unless there is forcible or violent entry into the building or the hotel room.

3. **Contents at boarding school, college, university, a nursing home, hospital or residential care home**

We will pay up to the limit in the table of limits attached to your policy schedule for contents that belong to you while they are at a boarding school, college, university or in other student accommodation or at a nursing home, hospital or residential care home. We will not pay for theft unless there is forcible or violent entry into the building or into your room.

4. **Contents at work**

We will pay up to the limit in the table of limits attached to your policy schedule for contents that belong to you while they are at your place of employment. We will not pay for theft unless there is forcible or violent entry into the building.

5. **Contents in for repair or cleaning**

We will pay up to the limit in the table of limits attached to your policy schedule for contents that belong to you while they are at any place of repair or are in for cleaning. We will not pay for theft unless there is forcible or violent entry into the building.

6. Domestic helper's property

We will pay you for loss of or damage to household goods or personal effects (but not for money or currency) in the building on your premises belonging to your domestic helper if these are damaged or stolen. We will only pay up to the limit in the table of limits attached to your policy schedule. We will not pay for theft unless there is forcible or violent entry into the building.

7. Guest's property

We will pay for property belonging to your guests up to the limit in the table of limits attached to your policy schedule if their property (but not money or currency) that is not insured on another policy is damaged or stolen while in your building on your premises.

8. Business run from your premises

We extend your policy to allow you to run a business from your premises as long as

- (a) the business is not one that manufactures anything other than if it is a dressmaking business.
- (b) no more than 20% of the floor space of your building is used for the business.

We will pay for loss of or damage to stock in trade and office equipment (including computer equipment, programs and the reinstatement of data on the computer equipment) by an insured event under this section of the policy up to the limit in the table of limits attached to your policy schedule.

We will not pay more than the contents sum insured in total per event. We will accept your financial interest in the business as insurable interest. The average clause in the General Section of your policy wording applies to this extension.

9. Contents outside on your premises

We will pay up to the limit in the table of limits attached to your policy schedule for damage to or theft of your contents while they are outside on your premises provided that they are items that are designed and made to be outside.

10. Washing on the wash-line

We will pay up to the limit in the table of limits attached to your policy schedule for damage to or theft of washing on the wash-line on your premises.

11. Metered water

We will pay for metered water charges that you are legally liable to pay for as a direct result of breaks or bursts in the water mains system up to the limit in the table of limits attached to your policy schedule or the amount by which the quarterly reading is more than the average of the previous four quarters whichever is the lesser amount.

12. Leak detection and repair

We will pay up to the limit in the table of limits attached to your policy schedule for finding and repairing a water, gas or oil leak from permanent internal pipes in your building that are likely to cause damage to your contents.

13. Re-landscaping of gardens and removing fallen trees

We will pay for the cost of re-landscaping your garden and removing fallen trees up to the limit in the table of limits attached to your policy schedule after a claim under this section of the policy as long as you can prove that the damage to the garden was as a direct result of the same event as the claim we have agreed to pay.

14. Your contents in transit

We will pay for damage to your contents caused by

- (a) fire, lightning, explosion, collision or overturning of the motor car
- (b) theft or attempted theft, but if the motor car is unattended at the time of the loss, then we will not pay your claim unless there is visible forcible or violent entry into the motor car, while your contents are being taken from the shop at which they were bought or a place of repair or renovation to your building or when you are going on holiday.

15. Contents being moved by a removal company

We will pay for damage to your contents caused by

- (a) fire, lightning, explosion, collision or overturning of the removal vehicle
- (b) theft or attempted theft but if the removal vehicle is unattended at the time of the loss, then we will not pay your claim unless there is visible forcible or violent entry into the removal vehicle

while your contents are being moved by a removals company because you are moving home. We must approve the removal company to be used in advance.

16. Removal of debris after a claim

We will pay the costs of removing debris up to the limit in the table of limits attached to your policy schedule from your property after a claim.

17. Credit/Debit cards

We will pay up to the limit in the table of limits attached to your policy schedule if your credit or debit card is stolen and used without your permission. We will pay your claim only if you report the loss or theft of your card to the police and the company that issued the card.

18. Fridge or deep freeze contents

We will pay for the deterioration of foodstuffs in your fridge or deep freeze on your premises up to the limit in the table of limits attached to your policy schedule as a result of breakdown, accidental damage or failure of power supply but not the deliberate withholding of power by any authority.

19. Loss of documents

We will pay for damage to or theft of your personal documents up to the limit in the table of limits attached to your policy schedule. We will only pay for the value of materials and the cost of labour in reproducing the documents or getting duplicates and not for the value to you of the contents of the documents or any consequential loss or damages.

20. Vet's fees

We will pay up to the limit in the table of limits attached to your policy schedule for vet's fees that you have paid because of an injury to your pet caused by a road accident.

21. Pest control

We will pay up to the limit in the table of limits attached to your policy schedule for you to employ a pest control expert to get rid of pests in your building on your premises as long as the pests are a risk to your health, or can lead to loss of or damage to your building or contents other than edible contents, or the infestation is so bad that we believe it is impossible for you to continue to live in your building. We will not pay a claim under this extension if your building has been unoccupied for more than 60 consecutive days. We will not pay for damage caused by the pests. We will not pay more than one claim in any 36 month period.

22. Locks and keys

We will pay you up to the limit in the table of limits attached to your policy schedule for the cost of replacing cardkeys, remote controls, keys and locks or repairing locks of your building following theft or attempted theft or the accidental loss of keys.

23. Rent and other accommodation

If your building cannot be lived in because of damage that we agree to pay for, we will pay

- (a) rent that you would normally pay,
- (b) the cost, with our permission, of renting a building for you and your domestic helpers who normally have accommodation on your premises and your pets,

but only for as long as it is necessary for the buildings to be rebuilt and only up to the percentage of your contents sum insured in the table of limits attached to your policy schedule.

24. Additional costs after damage

After damage that will result in a claim

- (a) you may, to prevent further damage, make temporary repairs and take any measures necessary (including employing watchmen) to keep your property safe up to the limit in the table of limits attached to your policy schedule.
- (b) you may arrange emergency accommodation while the building cannot be lived in until other accommodation can be arranged up to the limit in the table of limits attached to your policy schedule.
- (c) we will pay the cost of storage of your contents if that is necessary to keep them safe. We will only pay up to the limit in the table of limits attached to your policy schedule.

25. Cost of putting out a fire

We will pay the reasonable costs, that you are legally liable for, of putting out a fire on your premises.

26. Injury causing death

We will pay the limit stated in the table of limits attached to your policy schedule if you are injured and die within 12 months of the day on which you are injured if the injury occurs on your premises and is caused by an accident.

27. Golfer's hole in one

We will pay the limit in the table of limits attached to your policy schedule if you score a hole-in-one playing in an amateur game of golf in terms of the rules at any recognised golf club. The secretary of the club will have to confirm your hole-in-one in writing.

28. Bowler's full house

We will pay the limit in the table of limits attached to your policy schedule if you are part of a rink (team of four) which, playing as amateurs, scores a full house (that is all eight bowls to count) in a game of bowls in any competition played in terms of the rules of the South African Bowling Association, at any recognised bowling club. The secretary of the club will have to confirm your full house in writing.

29. Reinstatement of data or programs on your computer

We will pay up to the limit in the table of limits attached to your policy schedule for all costs and expenses to recompile the data and reinstate any programs on your computer lost as a result of an accident provided that you can prove to us that the costs and expenses are not caused by program errors, viruses, incorrect entry or because the data has been cancelled, deleted or corrupted by mistake.

30. Software and programs

We will pay up to the limit in the table of limits attached to your policy schedule for software for your repaired or replaced computer.

31. Annual sum insured increase

The sum insured (but not the sum insured on any extension to cover) will be automatically increased on the anniversary or renewal date of the policy by a percentage that we believe to be in line with the trend in CPIX inflation. The new sum insured will be shown on your policy schedule and the premium will be charged for the new insurance period. You are however still responsible for making sure that the sum insured is correct.

Provisions

1. Locked safe warranty

If the value of any item of jewellery or a watch is more than the limit in the table of limits attached to your policy schedule we will not pay a theft claim unless the jewellery or watch is kept in a locked safe securely bolted to the floor or wall of your building when you are not on your premises.

2. Jewellery certificate

If the value of any item of jewellery or a watch is more than the limit in the table of limits attached to your policy schedule, we will not pay a claim unless you have a certificate confirming the value of the piece of jewellery or watch. The certificate must have been given to you before the damage or theft happened and must have been given by a registered jeweller or gemmologist.

3. Basis of indemnity

If you have a claim under this section of your policy the amount that we pay you or anyone on your behalf for the property damaged or stolen will be calculated without any allowance or deduction for depreciation. We will pay the replacement value of the items damaged or stolen but we will not pay you or anyone on your behalf more than the sum insured.

We will retain the right to repair or replace property damaged or stolen at any time instead of paying you its value.

4. Average

The Average clause in the General Section of your policy wording applies to this section of your policy.

5. Pairs and sets

Where an item that is damaged or stolen is part of a pair or set we will not pay for more than the value of the part that is damaged or stolen. We will not take into account the value that the item has as part of a pair or set.

6. Stamp and coin collections

- (a) We will only pay a claim if one or more complete pages of a stamp collection are lost or damaged.
- (b) We will not pay more than $\frac{2}{3}$ of the value shown in any current recognised stamp or coin catalogue for any one stamp or coin.
- (c) We will not pay for current coins.

7. Burglar alarm warranty (if stated in your policy schedule to apply)

We will not pay a claim for theft or attempted theft of your contents unless the building is protected by a burglar alarm that is

- (a) kept fully operational at all times.
- (b) linked to a 24 hour control centre with an armed response unit.
- (c) armed whenever the premises are not occupied.

8. Burglar bar warranty (if stated in your policy schedule to apply)

We will not pay a claim for theft or attempted theft of your contents unless all opening windows on your building are protected by burglar bars.

9. Security gate warranty (if stated in your policy schedule to apply)

We will not pay a claim for theft or attempted theft of your contents unless all doors that lead to the outside of your building are protected by security gates. The security gates must be locked when your premises are unoccupied.

Additional cover that you may choose to take

Subsidence and landslip – Full cover (if stated in your policy schedule to apply)

We will pay for damage to your contents caused by subsidence or landslip. This extension does not cover

1. damage caused by
 - (a) faulty design or construction of, or the removal or weakening of support, to any building.
 - (b) workmen making any structural alterations, additions or repairs to any building.
 - (c) excavation on or under land other than excavations in the course of mining operations.

2. consequential loss of any kind whatsoever except loss of rent if this is specifically insured under this section.

Limited cover

1. Theft exclusion (if stated in your policy schedule to apply)

We will not pay for any claims for theft or attempted theft.

2. Fire and perils cover only (if stated in your policy schedule to apply)

We will only pay for damage to your contents caused by

- (a) fire, lightning or explosion.
- (b) storm, wind, rain, hail, water or snow but not damage to items in the open or as a result of any process involving the use of water except in putting out a fire.
- (c) earthquake.

Extensions to cover 1, 2, 3, 4, 5, 9, 10, 11, 12, 13(b), 14(b), 16, 17, 19, 20, 21, 25, 26, 27, 28, 29, 30 and 31 are deleted.

3. Theft only with forcible and violent entry (if stated in your policy schedule to apply)

We will not pay a theft claim unless there is visible forcible or violent entry into or out of your building.

Cover given

We will pay for damage to or theft of the items belonging to you

1. being clothing and any item worn or carried by you, including sports equipment, of up to the sum insured in your policy schedule for unspecified all risks
2. specified in your policy schedule

regardless of where in the world the damage or theft happens.

Limitation for unspecified all risks

We will only pay up to 25% of the sum insured for any one item and we will not pay more than the sum insured in your policy schedule for any one event.

Exclusions

We will not pay for

1. damage to or loss, theft or disappearance of
 - (a) uncut precious or semi-precious stones, Mandela Coins or Kruger Rands unless they are part of an article of jewellery.
 - (b) any stamp collection unless one or more complete pages are lost, stolen or damaged and we will only pay $\frac{2}{3}$ of the value shown in any current recognised stamp catalogue for any stamp.

- (c) current coins even if they are part of a coin collection and we will only pay $\frac{2}{3}$ of the value shown in any current recognised coin catalogue for any coin.
 - (d) anything used for your business or commercial purposes unless you specify it as such.
 - (e) firearms or guns unless stored in a gun-safe when not in use and unless you have a valid license to keep the firearm or gun. We will not pay for damage to firearms or guns caused by rust, corrosion, mechanical defects or internal explosion.
2. the cost of reproducing sound, data and images on tapes, records, film or magnetic media.
 3. mechanical, electrical or electronic breakdown of any property.
 4. more than the sum insured or the value of the item at the time of the claim whichever is the lesser amount. You will have to give us satisfactory proof of the value of the item.
 5. loss, disappearance or theft of any property from any motor car, caravan, trailer or watercraft when left unattended unless the loss, disappearance or theft follows visible forcible or violent entry or unless the theft is immediately after an accident. We will not pay your claim unless the items stolen were in the fully enclosed portion of the motor car, caravan, trailer or water craft and not able to be seen from the outside.
 6. more than the value of the parts lost, stolen or damaged where an item lost, stolen or damaged is part of a pair or set.
 7. loss, damage or breakage that could be paid for by a guarantee, service contract or similar agreement.

8. damage to any electronic equipment caused directly or indirectly by any computer virus, Trojan or worm(s) or other destructive media or for data being accidentally deleted.

Extensions to cover

1. Reinstatement of data or programs on your computer

We will pay up to the limit in the table of limits attached to your policy schedule for all costs and expenses to recompile the data and reinstate any programs on your computer lost as a result of an accident provided that you can prove to us that the costs and expenses were not caused by program errors, viruses, incorrect entry or because the data had been cancelled, deleted or corrupted by mistake.

2. Software and programs

We will pay up to the limit in the table of limits attached to your policy schedule for software for your repaired or replaced computer.

Provisions

1. Safety deposit

If it is stated in your policy schedule that an item is kept in a bank safety deposit box, we will pay your claim only if the item is damaged while it is in the safety deposit box or stolen from the safety deposit box. If you are going to take the item out of the bank safety deposit box, even temporarily, then you must advise us in advance so that we can change your cover or we will not pay your claim.

2. Territorial limits

The territorial limits of this section of your policy are anywhere in the world.

3. Average

The Average clause in the General Section of your policy wording does not apply to this section of your policy.

4. Bicycles

If your bicycle is left unattended away from your premises, we will not pay your claim for theft unless it was attached by a lock to a permanently fixed structure or to a motor car.

5. Burglar alarm warranty (if stated in your policy schedule to apply and applying to theft from your premises only)

We will not pay a claim for theft or attempted theft unless your building is protected by a burglar alarm that is

- (a) kept fully operational at all times.
- (b) linked to a 24 hour control centre with an armed response unit.
- (c) armed whenever your premises are unattended.

6. Burglar bar warranty (if stated in your policy schedule to apply and applying to theft from your premises only)

We will not pay a claim for theft or attempted theft unless all opening windows on your building are protected by burglar bars.

7. Security gate warranty (if stated in your policy schedule to apply and applying to theft from your premises only)

We will not pay a claim for theft or attempted theft unless all doors that lead to the outside of your building are protected by security gates. The security gates must be locked when your premises are unoccupied.

8. Locked safe warranty (if stated in your policy schedule to apply and applying to theft from your premises only)

If the value of any item of jewellery or a watch is more than the limit in the table of limits attached to your policy schedule we will not pay a theft claim unless the jewellery or watch is kept in a locked safe securely bolted to the floor or wall of your building when you are not on your premises.

9. Jewellery certificate (if stated in your policy schedule to apply)

We will not pay your claim for any item of jewellery of more than the limit in the table of limits attached to your policy schedule unless you have a certificate confirming the value of the piece of jewellery or watch. The certificate must have been given to you before the date on which the damage or theft occurred and must have been given by a registered jeweller or gemmologist.

Specific Definitions

Injury means death, bodily injury, illness or disease of, or to any person.

Damage means loss of rights or possession or control over tangible property or actual damage to tangible property.

Occurrence means an occurrence or series of occurrences arising out of one event.

Territorial limits means anywhere in the world except the United States of America or Canada.

Identity theft means the unauthorised and /or illegal use of **your** personal information such as **your** name or identity number to obtain a loan or open credit accounts.

A member of your **household** is **you**, **your** life partner and any members of **your** or their family that reside with **you** or any person that has resided with **you** for a period in excess of 90 days.

This meaning of the words **injury** and **damage** override the meaning of the words **injury** and **damage** under the General Section of your policy wording.

Cover given

We will pay for

1. damages that you become legally liable to pay as compensation following injury or damage
2. emergency medical expenses that you have paid on behalf of a potential claimant as a result of injury up to the limit in the table of limits attached to your policy schedule
3. liability that you assume under a contract entered into with any security firm, garden service or pool maintenance company arising out of any wilful or negligent acts or omissions of employees of the security firm, garden service or pool maintenance company while undertaking any duties on your premises in terms of the contract resulting in injury or damage for which you are legally liable

that happens during the period of insurance.

Limits of indemnity

1. We will not pay more than the limit of indemnity stated in your policy schedule per occurrence.
2. The limit of indemnity includes costs and expenses
 - (a) recoverable by any claimant from you.
 - (b) that you incur with our written consent.

3. On an occurrence that will result in a claim happening, we may choose to pay you the limit of indemnity less any costs that we have already paid or any lesser amount for which the claim or claims can be settled.

Exclusions

We will not indemnify you in respect of

1. liability assumed by you by agreement and which would not have attached in the absence of the agreement other than for security firms, garden services and pool maintenance companies as specifically mentioned in Cover given 3.
2. liability in respect of death or injury to or illness of any person who is a member of your household or was a member of your household at the time of the occurrence giving rise to the claim.
3. liability in respect of death or injury to or illness of any person employed by you or who was employed by you at the time of the occurrence giving rise to the claim if the liability is in respect of injury or illness arising out of and in the course of their employment by you other than for liability to domestic helpers as specifically mentioned in Extensions to cover 3.
4. liability in respect of death or injury to or illness of any person who is a director, member, trustee or beneficiary or member of their families normally resident with them or any person who was a director, member, trustee or beneficiary or member of their families normally resident with them at the time of the occurrence giving rise to the claim, if you are a company, close corporation or trust.

5. liability in respect of death, injury, illness, loss or damage caused by or in connection with or arising from
 - (a) the ownership or occupation of any land or buildings other than the buildings and the land at the address in your policy schedule.
 - (b) the use or ownership by you or a member of your household or your employee of aircraft, drones, motor cars, watercraft, golf carts, motorbikes, quad bikes, three-wheeled motorbikes, jet skis, wet bikes, water bikes, caravans, trailers or any other motorised vehicle.
 - (c) the use of any bicycle for racing of more than the limit in the table of limits attached to your policy schedule.
 - (d) the ownership or care and custody by you or a member of your household or an employee of any animal other than a domestic dog, cat, horse or bird.
 - (e) any profession or business of yours or a member of your household's except as specifically insured by this section of your policy.
6. any punitive damages, fines, penalties, exemplary damages, vindictive damages, debt or breach of promise.
7. loss of or damage to property if the liability can be claimed by you under another policy.
8. liability as a result of environmental impairment, seepage or pollution unless the seepage or pollution is sudden and unforeseen.
9. liability as a result of any dishonest, fraudulent or malicious act of physical assault or seduction by you.

10. liability arising out of any condition directly or indirectly caused by or associated with Human Immune Virus (HIV).
11. liability arising out of or in connection with any advice or treatment given by you or under your instruction other than life-saving first aid treatment.
12. any injury, damage or liability directly or indirectly caused by, related to, or in consequence of terrorism, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

Extensions to cover

1. Homeowner's liability

We will indemnify you for all sums which you become legally liable to pay as owner of the premises at the address in your policy schedule caused by injury or damage happening on your premises but not for liability arising out of or incidental to your occupation or business.

2. Tenant's liability

We will indemnify you for all sums that you become legally liable to pay as a tenant of residential premises in the Republic of South Africa caused by the insured events covered by the Buildings section of this policy.

We will not pay for

- (a) damage
 - (i) caused by subsidence or landslip. This exclusion will not apply to the removal of land supporting the building by flowing surface water.
 - (ii) to the fittings in your bathrooms by chipping or scratching.
 - (iii) caused maliciously and deliberately by you.
- (b) liability arising out of or incidental to your occupation or business.

3. Liability to domestic helpers

We will indemnify you against

- (a) all sums up to the limit in the table of limits attached to your policy schedule that you become legally liable to pay as a result of injury to your domestic helpers arising out of the work they are employed to do but not for any occupational or industrial disease.
- (b) costs and expenses up to the limit in the table of limits attached to your policy schedule per occurrence and in any one year that you pay with our consent in defending yourself against criminal action brought against you because it is claimed that you contravened the Occupational Health and Safety Act No. 85 of 1993 (as amended).

We will not pay for any liability arising out of or incidental to your occupation or business.

4. Wrongful arrest

We will indemnify you up to the limit in the table of limits attached to your policy schedule per occurrence and in any one year for compensation or damages (including the cost and expenses of legal action) if you are accused of wrongfully arresting or frisking any person but not if that person is

- (a) your employee or a person who is contracted to do work for you.
- (b) a person who is a member of your household.
- (c) a person who is a director, member, trustee or beneficiary or their families normally resident with them if you are a company, a closed corporation or a trust.

5. Identity theft

We will indemnify you up to the limit in the table of limits attached to your policy schedule per occurrence and in any one year for sums which you become legally liable to pay as a direct result of the theft of your identity following the loss or theft of any identity document.

6. Home business liability

Notwithstanding Exclusion 5 (e) and Extensions to cover 2 (b) of this section of the policy, we will indemnify you up to the limit in the table of limits attached to your policy schedule for an occurrence that happens in connection with the business on your premises during the period of insurance and that results in a claim first being made against you during the period of insurance.

We will also indemnify you for legal liability to third parties arising out of your actions or the actions of anyone employed by you or working under your direction happening at a client's premises provided that such liability is directly as a result of a business activity of your business.

We will not indemnify you for

- (a) loss or damage caused by or in connection with any goods or products, including containers, labels and instructions, sold, supplied, repaired or otherwise worked on by you or anyone employed by you or under your direction.
- (b) loss or damage arising out of any activities directly related to any school, playschool, crèche or child-minding activity for which you receive payment or reward.
- (c) loss or damage arising out of a business that has premises anywhere other than the building in which you permanently live.

7. Liability for unattached trailers

We will pay up to the limit in the table of limits attached to your policy schedule for damages, including costs and expenses that you become legally liable to pay, because of injury to any person or damage to property arising from your trailer being left unattached to any motor car as long as there is no other insurance under which you could claim. We will not pay for any compensation provided by any motor vehicle insurance legislation or for injury to any person who is a member of your household or any employee or who was a member of your household or any employee at the time of the occurrence giving rise to the claim or any property belonging to you or in your care and custody.

Provisions

Average

The Average clause in the General Section of your policy wording does not apply to this section of your policy.

Specific Definitions

Motor car means

- (a) motor cars, light delivery vehicles, 4X4 vehicles, minibuses and similar motor vehicles with a gross motor car mass of 3500kg or less and with seating for at the most 12 people including the driver
- (b) motorbikes, scooters, golf carts and quad bikes
- (c) caravans and trailers (including permanent fixtures and fittings) that are designed to be towed by a towing motor car

that **you** own or hire or lease under a financing or hire-purchase agreement, including any motor car that **you** use temporarily while **your** motor car is in for repair or service. The value of the replacement motor car may not be more than the sum insured in **your** schedule.

Retail value means the retail value in the Auto Dealers Guides prepared by Trans Union Auto Information Services for the month in which the **damage** happened.

Written off means that **your motor car** is damaged and the assessed cost of repairs is more than 70% of the current **retail value** including tax.

A member of **your household** is **you**, **your** life partner and any members of **your** or their family that reside with **you** or any person that has resided with **you** for a period in excess of 90 days.

How you may use your motor car (Description of Use)

Social, domestic, pleasure, business and professional purposes, **but not** carrying of goods for business purposes, hiring or carrying of passengers for hire or reward or carrying of fare-paying passengers, commercial travelling, driving instruction for reward, racing, speed or other contests, rallies, trials, use on a racetrack whether an organised event or not, use on airport property anywhere other than in the parking or drop-off zone, use in the underground workings of any mine, or any purpose in connection with the motor trade except when in for repairs, service or overhaul.

Cover given

We will pay for

1. **repair or replacement of your motor car if it is stolen or damaged (Comprehensive cover).**

If within 1 year of you buying your motor car new, it is stolen and not recovered, or is written off, we will either replace your motor car with a new one, or pay you the current purchase price of a new motor car of the same or a similar model or the sum insured in your policy schedule, whichever is the lesser, less the first amount payable. If your motor car is older than 1 year, then we will pay you the retail value or sum insured in your policy schedule whichever is the lesser, less the first amount payable. We will not pay more than the sum insured in your policy schedule.

2. third party liability.

Third Party Liability is an amount that you become legally liable to pay directly as a result of the use or your ownership of your motor car in respect of accidental death of or injury to any person or accidental damage to property. We will only pay for costs and expenses that we have agreed in writing to pay including the cost of representation at an inquest or post mortem or for defence against criminal proceedings in a court of law. It is our choice how much we will pay for any cost or expense.

We will not pay more than the limit of indemnity in the table of limits attached to your policy schedule for any one event.

Exclusions

We will not pay for

1. depreciation in value even if it is as a result of repairs after a claim, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages.
2. damage to tyres caused by braking or road punctures, or cuts or bursts from any cause other than malicious damage or unless as part of a claim for accident damage to your motor car.
3. damage to the suspension or shock absorbers caused by uneven road surfaces unless as part of a claim for accident damage to your motor car.
4. detention, confiscation or requisition by customs or other officials or authorities.

5. injury to any passenger in or on a trailer or caravan or the unenclosed section of a light delivery motor vehicle (bakkie) or on the pillion of a motorbike, scooter, golf cart, three-wheeled bike or quad bike.
6. any compensation payable by any motor vehicle insurance legislation.
7. any claim because of a contract that you have signed unless you would have been liable even if you had not signed the contract.
8. liability as a result of seepage, pollution or environmental impairment unless the seepage or pollution is sudden and unforeseen.
9. death of or injury to any member of your household, an employee of yours or a co-insured, or who was at the time of the occurrence giving rise to a claim a member of your household, an employee or a co-insured.
10. any claim as a result of an event happening while your motor car is being driven or used
 - (a) other than in accordance with the description of use.
 - (b) by you or any person with your permission and knowledge who is not licensed to drive your motor car in terms of legislation applying to the territory in which your motor car is being used. If a licence is subject to renewal the driver must have held and not be disqualified from holding or obtaining such a licence. If your motor car is being driven by a learner driver who is obeying the laws that relate to learner drivers, then they will be regarded as being licensed to drive your motor car.

- (c) by you or any person with your permission and knowledge who is under the influence of intoxicating liquor or drugs or if the concentration of alcohol in your or their blood or breath is more than the statutory limit, however it is measured.
 - (d) to transport toxic waste, medical waste, explosives or hazardous goods except in compliance with the SABS standard specifications incorporated in chapter VIII of the National Road Traffic Act 93/1996 covering Dangerous Goods.
 - (e) to carry any load or passengers more than the capacity that the motor car is constructed or licensed to carry.
11. any claim caused by your motor car being in a condition that does not comply with the provisions and regulations of The Road Traffic Act of the Republic of South Africa or any similar legislation that applies in the area that you are driving your motor car in.
 12. any claim if your motor car is reported stolen and then recovered and you refuse to lay a theft charge with the police or withdraw the theft charge.
 13. liability to third parties if your motor car is on a public road and it is not registered or licensed to be on a public road.
 14. any injury, damage or liability directly or indirectly caused by, related to, or in consequence of terrorism, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

Extensions to cover

1. **Third party liability while you are driving a motor car not owned or leased by you**

We will pay for damage to third party property or injury to any person caused by you using or driving a motor car that you do not own and have not leased or hired under a financing or hire-purchase agreement that is not insured on any other insurance policy if there is a claim against you from a third party and you are found to be legally liable. We will not pay for damage to the motor car that you were driving.

2. **Other drivers**

We will pay for damage to your motor car and any third party claim against you for which you are found to be legally liable while your motor car is being used or driven by any person with your permission as long as that person is not able to claim from any other insurance policy, observes the terms of this policy as far as they can apply, and has not been refused any motor car insurance by ourselves or any other insurer.

3. **Damage while towing**

We will pay for damage while you are towing another motor car, (as well as liability in connection with the towed motor car), but not if you are towing the other motor car for reward. We will not pay for damage to the towed motor car, unless it is insured separately on this policy or for property in or on the towed motor car.

4. **Removing your motor car after an accident**

We will pay the reasonable cost of recovering and protecting your motor car and removing the debris and wreckage of your motor car to the nearest repairer after an event for which cover is given by this policy.

5. Delivery after repair

We will pay the reasonable cost of delivery of your repaired motor car to you at your permanent address in the Republic of South Africa after repair.

6. Injury causing death

We will pay the limit stated in the table of limits attached to your policy schedule if you are injured and die within 12 months of the day on which you are injured if the injury occurs as a result of a motor accident.

7. Locks and keys

We will pay you for costs necessarily and reasonably paid by you to repair or replace the locks on your motor car or replace the keys to your motor car after loss of or damage to locks or loss of the keys (including cardkeys and remote control devices) for your motor car up to the limit in the table of limits attached to your policy schedule.

8. Tools, spare parts and travel accessories

We will pay up to the limit in the table of limits attached to your policy schedule for loss of or damage to tools, spare parts and accessories like children's car seats, seat covers and rubber mats if they are lost or damaged in an event that we pay a claim for while they are in your motor car.

9. Emergency accommodation

We will pay the costs of emergency accommodation up to the limit in the table of limits attached to your policy schedule while your motor car is being repaired after an accident more than 150 kilometres from your premises.

Provisions

1. Motor cars with outstanding loan agreements

If you bought your motor car on a hire-purchase or similar agreement then we will first pay the owner in terms of the agreement and any remaining amount to you, and you will then have no further claim against us.

2. Window glass

If there has been no other damage to your motor car we will pay for damage to window glass (including a sunroof) of the motor car without your claim free group being changed. You will have to pay the first amount payable as stated in your policy schedule, but if the glass is repaired and not replaced, then you will not have to pay any first amount payable.

3. Parts not easily available

If any part or accessory needed to repair your motor car is not available in the Republic of South Africa as a standard manufactured article, the most that we will pay is the value of the part at the time of loss or damage. In no case will we pay more than the manufacturer's listed price.

4. Motor car sound equipment

We will only pay up to the limit in the table of limits attached to your policy schedule (after we have taken off any first amount payable) for non-factory fitted car radios, tape players, record players or compact disc players unless the equipment is specified in your policy schedule.

5. Motor car sharing

If you accept reward for giving lifts to passengers as part of a motor car sharing agreement for social purposes or to or from work, we will not consider it to be excluded under the Class of Use exclusions as long as

- (a) the passengers are not being carried in the course of a passenger-carrying business.
- (b) the total reward that you receive does not involve any element of profit.

6. Driver's licences and traffic offences

You must advise us in writing immediately you are aware

- (a) that your driver's licence, or anyone that you allow to drive your motor car driver's licence, is endorsed suspended or cancelled.
- (b) that you, or anyone that you allow to drive your motor car is being charged or has been convicted of negligent, reckless, drunken or improper driving.

7. Average

The Average clause in the General Section of your policy wording does not apply to this section of your policy.

8. Repairs and measures after damage or theft

After damage to or theft of your motor car you may authorise repairs up to the limit in the table of limits attached to your policy schedule, as long as an invoice is sent to us as soon as possible.

9. Security warranty (if stated in your policy schedule to apply)

If we require that a specific security device is fitted in your motor car then we will not pay a claim for theft or hijack of your motor car unless the device

- (a) is installed in your motor car and is in working order at the time of the theft or hijack.
- (b) is activated whenever there is no-one in your motor car.

If the device is a tracking device there must be a valid and paid up to date contract between yourself and the tracking company at the time of the theft or hijack of your motor car or we will not pay your claim.

You must report the theft or hijack of your motor car to the tracking company immediately unless you are prevented by injury from doing so.

Additional cover that you may choose to take

1. Hire-purchase shortfall (if stated in your policy schedule to apply)

If any total loss payment for damage to or theft of your motor car is less than the amount owing on your hire-purchase or similar agreement, we will pay an additional amount to cover the shortfall less

- (a) any arrears instalments or rentals and the interest that you have to pay on the arrears.
- (b) all refunds of premium for cancellation of any insurance cover for the motor car.

- (c) the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled.
- (d) the first amount payable.

We will not pay

- (a) more than the sum insured on your motor car less the first amount payable.
- (b) if the hire-purchase or similar agreement is an agreement where the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10% from any other instalment.
- (c) if the shortfall is because of a re-advance under an instalment sale or refinancing in terms of a lease.

2. Car hire following the theft of or accident to your motor car (if stated in your policy schedule to apply)

If your motor car is stolen or damaged and requires repairs we will, as long as you agree to comply with the terms and conditions of the car hire company and sign documentation required by the car hire company, provide a motor car of our choice on an unlimited mileage basis. We will not pay for fuel, fuel deposits or lubricants or any collection or delivery costs.

We will only provide you with a motor car if

- (a) the order for the hire of the motor car from the car hire company is authorised by us.
- (b) the period of the hire stops on the day your motor car is returned to you after any repairs as a result of the theft or damage have been made, or the day on which the theft claim has been settled, or 30 days after the start of the period of hire, whichever is the sooner.

If the hired motor car is damaged or stolen during the period of hire, you will be responsible for the first amount payable as stated in the hire contract. You must pay the first amount payable to the car hire company.

We will not provide you with a hire motor car outside of the Republic of South Africa.

Limited cover

1. Fire or theft of your motor car and third party liability (if stated in your policy schedule to apply)

We will only pay for a claim for damage to your motor car if the damage is caused by fire, self-ignition, lightning, or explosion or by theft or attempted theft. We will not pay for loss of or damage to fitted car radios, CD players, tape decks or record players of any type unless they are stolen with your motor car.

2. Third party only (if stated in your policy schedule to apply)

We will only pay for liability to third parties and not for any damage to or theft of your motor car.

Specific Definitions

You/Your/Yours means any person named in the personal accident section of your policy schedule.

Total disability means that **you** are totally unable to continue **your** usual occupation or profession.

Temporary total disability means that **you** are totally unable to continue **your** usual occupation or profession for a period of more than 2 weeks but less than 104 weeks.

Injury means bodily injury caused by accidental violent external and visible means that happens anywhere in the world and that

- (a) directly and independently of all other causes results in **your** death or disability within 12 months.
- (b) includes accidental death or injury as a result of exposure, starvation and thirst.

This meaning of the words **you** and **injury** overrides the meaning of the word **you** and **injury** under the General Section of your policy wording.

Benefits given

1. If you are injured we will pay the percentage of compensation or amount as stated in the table of benefits to you or your estate.
2. We will not pay more than the death or permanent disability benefit, whichever is the higher, and the medical expenses benefit per accident or series of accidents from the same cause for any one insured person.
3. We will pay the death benefit if you disappear and after a year there is enough evidence to presume that you have died as a result of injury. If it is later found that you have not died as a result of injury then we must be refunded any amount that we have paid.
4. If you are younger than 18 years of age we will not pay more than the limit that is allowed to be paid for minors by current legislation at the time of your death or the benefit in the table of benefits whichever is the lesser amount.
5. If you have more than one accident policy underwritten by us, the benefits will be added together and we will not pay more than the limit in the table of limits attached to your policy schedule.
6. We will not pay more than the limit in the table of limits attached to your policy schedule for any one accident or series of accidents arising from the same cause for any individual insured.

Exclusions

We will not pay the benefit for

1. injury
 - (a) that happens when you are older than 75 years of age or younger than of 15 years of age.
 - (b) if you are a professional sports person, member of the armed forces, police force or correctional services, or member of the crew on a ship or off shore drilling rig or a professional diver.
 - (c) caused by you being insane, under the influence of alcohol or drugs unless they were prescribed by and taken in accordance with the directions of or administered by a medical doctor other than yourself, committing suicide or any act intended to injure yourself, deliberately putting yourself in a position where you will endanger your life, sexually transmitted disease or any injury caused by childbirth.
 - (d) that happens while you are
 - (i) a crew member or technician on an aircraft or travelling in an aircraft not licensed to carry passengers.
 - (ii) engaged in underground mining or tunnelling or the manufacturing of ammunition or the refining of petroleum.
 - (iii) engaging in
 - (A) motor cycling or quad biking, whether as driver or passenger.
 - (B) racing or speed or endurance testing other than on foot.
 - (C) steeple chasing or polo.
 - (D) winter sports involving snow or ice.

- (E) mountaineering needing the use of ropes.
 - (F) big game hunting.
 - (G) wrestling or boxing.
 - (H) scuba diving.
 - (I) hang-gliding, parachuting, bungi jumping, bridge jumping or sky diving.
 - (J) martial arts.
- (e) if it is caused solely by an existing physical defect or illness that you have.
 - (f) that happens while you are taking part in a riot or civil commotion or are committing any crime or illegal act.
2. temporary total disability for longer than 104 weeks or for less than 2 weeks.
 3. temporary total disability if you are not in active permanent employment at the date of loss.
 4. any injury, damage or liability directly or indirectly caused by, related to, or in consequence of terrorism, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

Extensions to cover

Return of your body

If you die while more than 150 kilometres from your permanent home, we will pay your estate up to the limit in the table of limits attached to your policy schedule to pay for the return of your body to the mortuary closest to your permanent home.

Provisions

1. Life support machinery

The 12 month period in the Specific definitions will not include any period or periods where your death is delayed only by the use, for periods longer than 3 consecutive days, of life support machinery, equipment or apparatus.

2. Automatic termination of policy

This section of your policy will terminate on the date that we pay a benefit for death or permanent disability.

3. Average

The Average clause in the General Section of your policy wording does not apply to this section of your policy.

4. Medical examinations and post mortem

If to help us in assessing your claim, we ask you to have a medical examination that we pay for, you must have the examination. You must also have any treatment required after the examination. If you die we may need a post mortem to be done before we agree to pay the claim.

Table of Benefits

Description of injury		% of compensation	
1.	Death	100%	
2.	Permanent disability		
(a)	If you lose one or both hands and feet	100%	
(b)	If you lose sight in one or both eyes	100%	
(c)	If you are totally unable to move	100%	
(d)	If you are injured and totally disabled	100%	
(e)	If you lose four fingers	70%	
(f)	If you lose a thumb	25%	
(g)	If you lose your finger	10% per finger	
(h)	If you lose your toes	all toes	30%
		one toe	10% per toe to a maximum of 30%
(i)	If you lose your hearing	both ears	80%
		one ear	20%

If you lose the use of a part of your body then we will pay you as though you have lost that part of your body.

Where the injury is not specified, we will pay you a percentage of disability that we believe is consistent with the benefits above.

3.	Temporary total disability	100% of weekly benefit per week
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Specific definitions

Watercraft means the watercraft, used for social and pleasure purposes only, described in your policy schedule and made up of the hull, superstructure, fittings, electrical machinery, engines, motors, dinghies, gear and radar equipment that would normally be sold with the watercraft as one unit.

Replacement value means the new replacement cost if **your watercraft** is less than 4 years old and the reasonable market value if **your watercraft** is more than 4 years old.

In commission means the period when your **watercraft** is available for immediate use.

Semi-rigid watercraft means a **watercraft** using pontoons, made of rubber or other material, which are inflated under pressure. The **watercraft** has a rigid hull.

Written off means that **your watercraft** is damaged and the assessed cost of repairs is more than 70% of the current replacement value including tax.

Cover given

We will pay for

1. repair or replacement of your watercraft if it is stolen or damaged. Repair or replacement will be as close as possible to what your watercraft was like before the damage or theft but we may not be

able to give you an identical replacement or repair. We will either repair your watercraft, pay the sum insured in your policy schedule, or the replacement value whichever is less.

2. the amount that you are legally liable to pay directly as a result of the use of your watercraft for injury to any third party or damage to property belonging to a third party including the cost of raising or attempting to raise, removing or destroying the wreck of your watercraft after an accident. We will not pay more than the limit of indemnity per event in your policy schedule.

Exclusions

We will not pay for

1. theft of your watercraft if you leave it unattended unless it is on your premises inside a locked building or behind a wall with a locked gate, or at a recognised place of repair or service or at a recognised marina, and theft is accompanied by visible forcible and violent entry or exit or your watercraft is securely locked to an immovable fixed object.
2. theft of your outboard motor or damage caused by your motor dropping off or falling overboard unless it is securely locked or bolted to the hull of your watercraft.
3. any costs and expenses as a result of wear and tear, depreciation, deterioration from use, latent defect, lack of maintenance, electrical or mechanical or electronic breakdown which includes breakdown caused by the intake of foreign matter into the cooling system.

4. damage to sails or protective covers split by the wind or blown away while set unless caused by damage to the spars or by the watercraft being stranded, sunk, burnt, on fire or in collision or contact with any external substance, including ice other than water.
5. damage to sails, masts, spars, standing or running rigging unless caused by your watercraft being stranded, sunk, burnt, on fire or in collision or contact with any external substances, including ice other than water.
6. the cost of replacing or repairing any part which needs to be replaced or repaired only because of a fault in design or construction or any cost or expense that increases the value of the watercraft or any alteration in design or construction.
7. theft of the watercraft from a watercraft dealer's premises if left there to sell.
8. damage caused by your watercraft being stranded, sunk, swamped, immersed or breaking adrift while you have left it moored or anchored unattended off an exposed beach or shore or river bank.
9. sheathing unless the damage has been caused by the watercraft being stranded, sunk, burnt, on fire or in collision or contact with any substance including ice other than water.
10. damage by fire or explosion to a watercraft fitted with inboard machinery, unless the watercraft is fitted with adequate hand held fire extinguishers.

11. damage to or theft of a sailboard if you leave it unattended while it is on a roof rack or the roof of any vehicle or on a trailer unless the vehicle or trailer is in a locked garage.
12. damage to a sailboard happening as a result of the roof rack falling off the vehicle or the fastenings breaking or coming undone, or the sailboard falling off the vehicle.
13. damage to the mast, wishbone or sails of a sailboard during use.
14. damage to or theft of Wave Jumpers, Trick boards or similar boards.
15. damage to semi-rigid watercraft for more than the cost of patching or repair of a tear or ripping of the fabric of pontoons or for submerged objects cover unless we have agreed to give you the cover in writing.
16. any damage, liability or injury while your watercraft is
 - (a) chartered or hired out or carrying fare-paying passengers.
 - (b) being used for any purpose other than private and pleasure.
 - (c) being towed on water except when in need of assistance or for customary towage in connection with laying up, fitting out or repairs.
 - (d) towing or salvaging another watercraft other than one in distress.
 - (e) taking part in any racing, speed tests or trials or being used for demonstration purposes.
 - (f) in the care and custody of any person who is not licensed in accordance with the local, regional or national legislation applicable to the use of watercraft.

- (g) in ocean waters more than 50 nautical miles from the shoreline.
 - (h) being towed by a motor car driven by you or any person with your consent and knowledge who is not licensed to drive the motor car or not licensed to tow a trailer in terms of legislation applying to the territory in which the motor car is being used.
 - (i) being used or towed by a motor car driven by you, or any person with your consent and knowledge, while under the influence of intoxicating liquor or drugs or while the concentration of alcohol in your or their blood or breath is more than the statutory limit however measured.
17. death of or injury to
- (a) fare-paying passengers.
 - (b) any person that is a member of your household or your employee or who was at the time of the event giving rise to a claim a member of the your household or your employee.
18. any liability, cost or expense arising out of the ownership or use of a Jet-ski, Water bike or Wet bike of more than the limit in the table of limits attached to your policy schedule.
19. liability as a result of seepage, pollution or environmental impairment unless the seepage or pollution is sudden and unforeseen.
20. any injury, damage or liability directly or indirectly caused by, related to, or in consequence of terrorism, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

Extensions to cover

1. Injury causing death

We will pay the limit stated in the table of limits attached to your policy schedule if you are injured and die within 12 months of the day on which you are injured if the injury occurs as a result of an accident to your watercraft.

2. Transport by road or rail

We will pay for damage to your watercraft while it is being transported by road or rail in the territorial limits and while being loaded onto or unloaded from the truck or train on which it is being transported. We will not pay your claim if the trailer or train on which your watercraft is being transported has not been fitted to transport watercrafts or if the watercraft has not been properly secured to the trailer or train or if the trailer is not in a roadworthy condition. We will not pay for the cost of repairing scratching, bruising or denting of your watercraft. This extension includes road accident damage to your trailer while being towed with or without your watercraft.

Provisions

1. Watercraft with outstanding loan agreements

If you bought your watercraft on a hire-purchase or similar agreement then we will first pay the owner in terms of the agreement and any remaining amount to you, and you will then have no further claim against us.

2. Replacement of gear and equipment

We may make deductions for new material replacing old after loss of or damage to sails, masts, spars, standing and running rigging, protective covers, batteries and outboard motors. We will not pay more than the sum insured for any item.

3. Pollution

Where the watercraft is damaged by an insured event and as a result becomes a pollution hazard or threat we will pay for any loss or damage to the watercraft caused by any government authority acting to prevent or minimize the pollution hazard or threat.

4. Duties as owner

You and all users of your watercraft will

- (a) take all reasonable steps to maintain the watercraft, outboard motors, trailers and other insured property in a proper state of repair, seaworthiness and roadworthiness.
- (b) exercise all due care and diligence in the crewing of the watercraft.
- (c) do everything reasonably possible to minimize or avert loss or damage.

We will pay for all charges and expenses reasonably and necessarily incurred by you in complying with (c) of this provision, as long as we do not pay more than the sum insured per event.

5. Launching through surf or used in ocean waters

When the watercraft is being launched through the surf or used in ocean waters it must be fitted with at least two motors in a workable and readily usable condition.

6. Breach of law and regulation

You may not use your watercraft, or allow it to be used, in contravention of any law or regulation promulgated by any authority, including but not limited to Department of Transport regulations in terms of the Merchant Shipping Act 1951 as amended, in so far as they relate to pleasure craft.

7. Repairs and tenders

We will have the right to nominate the place of repair or repairing firm and may also take tenders or may require tenders to be taken for the repair of your watercraft. We will refund any additional expenses that you have as a result of these requirements.

8. Constructive total loss

In deciding if your watercraft is a constructive total loss the replacement value will be taken as the repaired value and the damage or break-up value of the watercraft or wreck will not be taken into account. No claim for constructive total loss based on the costs of recovery and/or repair of your watercraft will be paid unless that cost would be more than the replacement value.

9. Average

The Average clause in the General section of your policy wording does not apply to this section of your policy.

10. Unrepaired damage

In no case will we pay for unrepaired damage along with a later total loss.

Additional cover that you may choose to take

Hire-purchase shortfall (if stated in your policy schedule to apply)

If any total loss payment for damage to your watercraft is less than the amount owing on your hire-purchase or similar agreement, we will pay an additional amount to cover the shortfall less

- (a) any arrears instalments or rentals and the interest that you have to pay on the arrears.
- (b) all refunds of premium for cancellation of any insurance cover for your watercraft.
- (c) the increased instalments or rentals that would have been paid had there be no residual capital value at the end of the finance period, calculated to the month in which the claim is settled.
- (d) the first amount payable.

We will not pay

- (a) more than the sum insured less the first amount payable.
- (b) if the hire-purchase or similar agreement is an agreement where the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10% from any other instalment.
- (c) if the shortfall is because of a re-advance under an instalment sale or refinancing in terms of a lease.

Specific definitions

Written off means that **your drone** is damaged and the assessed cost of repairs is more than 70% of the current **value** including tax.

A **Drone** is an unmanned aircraft that is piloted from a remote pilot station. The control box, ground control station and built-in cameras and sensors bought with **your drone** are insured as part of **your drone**. Any additional equipment such as, but not only, fitted cameras, sensors and monitoring equipment do not form part of **your drone** and must be separately insured.

In Flight means that **your drone** is switched on and moving under its own power or the rotors are in motion.

Private use means that **your drone** is being used for personal and private purposes only, where there is no payment or reward made to **you**, the owner, or the **pilot** of **your drone**. **Your drone** may not be hired out or used to carry any goods.

Pilot means the operator of **your drone**.

A member of **your household** is **you**, **your** life partner and any members of **your** or their family that reside with **you** or any person that has resided with **you** for a period in excess of 90 days.

Cyber attack means hacking that results in the theft of **your drone** or any personal information or any encryption of data or cyber bullying.

Take-off weight means the total weight of **your drone** including any equipment fitted to **your drone** or being carried by **your drone**.

How you may use your drone (Description of Use)

Your drone may be used for private use only. If your drone is being used for anything except **private use** then we will not pay your claim.

Cover given

We will pay for

1. **repair or replacement of your drone if it is stolen or damaged**

If your drone is stolen and not recovered, or is written off, we will either replace your drone with a new one, or pay you the current purchase price of a new drone of the same or a similar model or the sum insured in your policy schedule, whichever is the lesser, less the first amount payable. It is our choice whether we repair your drone or replace it.

2. **third party liability.**

Third Party Liability is an amount that you become legally liable to pay directly as a result of the use or your ownership of your drone in respect of accidental death of or injury to any person or accidental damage to property. We will only pay for costs and expenses that we have agreed in writing to pay including the cost of representation at an inquest or post mortem or for defence against criminal proceedings in a court of law. It is our choice how much we will pay for any cost or expense.

We will not pay more than the limit of indemnity in the table of limits attached to your policy schedule for any one event.

Exclusions

We will not pay for

1. depreciation in value even if it is as a result of repairs after a claim, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages.
2. damage to or loss, disappearance or theft of your drone
 - (a) while in flight if there is a direct electronic point to point contact between the transmitter or the pilot station and the receiver on the airframe.
 - (b) while in flight if your drone is being operated within controlled, restricted or prohibited airspace.
 - (c) if it is flying more than 500 metres from the remote pilot station or below the height of the highest obstacle within 300 meters of the drone or if it cannot be seen by the pilot at the time of damage, loss, disappearance or theft.
 - (d) if your drone is being operated at night or in weather conditions which may obstruct the pilot or observer from maintaining direct visual contact with the drone.
 - (e) caused by electromagnetic interference or cyber attack.
3. detention, confiscation or requisition by customs or other officials or authorities.
4. damage happening while your drone is being cleaned, repaired, altered in any way, or restored, or any damage that is not sudden and unforeseen.
5. damage caused by birds while in flight.

6. more than the sum insured in your policy schedule for your drone (including the ground control station and control box) or the value of your drone at the time of the claim whichever is the lesser amount. You will have to give us satisfactory proof of the value of your drone.
7. loss, disappearance or theft of your drone from any motor car, caravan, trailer or watercraft when left unattended unless the loss, disappearance or theft follows visible forcible or violent entry or unless the theft is immediately after an accident. We will not pay your claim unless your drone stolen was in the fully enclosed portion of the motor car, caravan, trailer or watercraft and not able to be seen from the outside.
8. damage to any electronic equipment caused directly or indirectly by any computer virus, Trojan or worm(s) or other destructive media or any loss or corruption of data.
9. any damage or liability if your drone has been modified outside of the manufacturers specifications.
10. any damage or liability while your drone is being used to race or in any drone racing event or competition, an aerobatic display, formation or swarm fly or like activities, or is landing or taking off from a public road.
11. any claim because of a contract that you have entered into unless you would have been liable even if you had not entered into the contract.
12. liability as a result of seepage, pollution or environmental impairment unless the seepage or pollution is sudden and unforeseen.

13. liability in respect of death or bodily injury to or illness of any person who is the pilot or a member of your or their household or an employee or was the pilot or a member of your or their household or an employee at the time of the event that resulted in the claim.
14. any claim as a result of an event happening while your drone is being used or operated
 - (a) other than in accordance with the description of use.
 - (b) other than in compliance with the Civil Aviation Act (as amended) in as far as it applies to drones or any other air navigation orders or regulations.
 - (c) by you or any person with your permission and knowledge who is under the influence of intoxicating liquor or drugs or if the concentration of alcohol in your or their blood or breath is more than the statutory limit, however it is measured.
 - (d) to transport any goods or with a take-off weight of more than it is designed to carry or 7 kilograms, whichever is the lesser.
 - (e) other than in compliance with the specification and recommendations of the original equipment manufacturer.
 - (f) for any illegal purpose.
 - (g) indoors.
15. any claim if your drone is reported stolen and then recovered and you refuse to lay a theft charge with the police or withdraw the theft charge.
16. any damage or liability directly or indirectly caused by or in connection with
 - (a) vibration, sonic boom or noise whether you can hear the noise or not.
 - (b) pollution, contamination, environmental impairment or seepage unless as a direct result of your drone colliding or exploding in flight.

17. any damage or liability directly or indirectly caused by or in connection with a cyber attack or cyber liability of any kind or description.
18. any injury, damage or liability directly or indirectly caused by, related to, or in consequence of terrorism, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.
19. liability arising out of any breach of privacy laws, trespass or the misuse of data or the breach of data security.

Extensions to cover

Other pilots

We will pay for damage to your drone and any third party claim against you for which you are found to be legally liable while your drone is being used by any person with your permission as long as that person is not able to claim from any other insurance policy, observes the terms of this policy as far as they can apply, and is using your drone in compliance with the Civil Aviation Act (as amended) as it applies to remotely piloted aircraft systems and any other air navigation orders and regulations.

Provisions

1. Civil Aviation Act and Air Navigation orders and regulations

The operation of your drone is regulated by the South African Civil Aviation Authority. You must comply with any law, regulation or order including flight regulations, air navigation requirements and airworthiness orders and requirements. You must comply with the Civil Aviation Act as amended from time to time and specifically in

relation to the operation of remotely piloted aircraft systems. You must be in possession of all certification, licences and permits as required by the Civil Aviation Authority for you to pilot a drone.

It is a requirement that

- (a) your drone is airworthy at the start of each flight.
- (b) all required log books, maintenance and other records in connection with your drone are kept up to date and available for us to inspect.
- (c) your drone is flown safely and does not endanger the safety of any aircraft, person or property.
- (d) your drone is flown only in areas that it is permitted to be flown in.
- (e) you comply with the manufacturers recommendations and guidelines for operating, maintaining, storing and transporting your drone.

If you do not comply with any of the above requirements, we may reject your claim.

2. Disappearance

If your drone disappears during a flight and is not found within 14 days of the start of the flight then we will regard your drone as having been damaged beyond repair.

3. Parts not easily available

If any part or accessory needed to repair your drone is not available in the Republic of South Africa as a standard manufactured article, the most that we will pay is the value of the part at the time of loss or damage. In no case will we pay more than the manufacturer's listed price.

4. Average

The Average clause in the General Section of your policy wording does not apply to this section of your policy.

5. Dismantling after damage

You may not dismantle or start repairs to your drone unless we agree in writing that you may do so or unless you are instructed by the Civil Aviation Authority to do so.

Additional cover that you may choose to take

1. Cameras, sensors and monitoring equipment (if stated in your policy schedule to apply)

We will pay for specified camera equipment, sensors or monitoring equipment attached to your drone if they are stolen or damaged. We will not pay a claim as a result of the fogging of a camera lense. All the exclusions that apply to your drone apply to this additional cover that you have chosen to take. We will not pay more than the limit in the Table of limits attached to your policy schedule for any one event.

Limited cover

Damage to your drone only (if stated in your policy schedule to apply)

We will only pay for damages to or theft of your drone. We will not pay for any third party liability. 2. third party liability of **Cover given** on page 87 of your policy wording is deleted.

General exclusions, exceptions, extensions and provisions that apply to all sections of your policy wording

These General exclusions, exceptions, extensions and provisions apply to all sections of your policy wording unless they are specifically overridden in any section for that section only.

If you comply with the terms and conditions in this policy and pay the premium to us on or before the due date then we will settle your claim for any item that is insured by this policy if it is lost, stolen or damaged by an insured event covered by this policy. It is up to us to decide if we will replace, repair or pay you in cash to settle your claim.

General exclusions and exceptions

1. SASRIA exclusion

We will not pay for

- (A) loss of or damage to property or any liability related to or caused by
 - (i) civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or any activity which is aimed at bringing about any of the above;
 - (ii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - (iii) (a) mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which causes the proclamation or maintenance of martial law or state of siege;
 - (b) insurrection, rebellion or revolution;

- (iv) any act (whether on behalf of any organization, body or person or group of persons) aimed at overthrowing or influencing any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;
- (v) any act which is aimed at bringing 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;
- (vi) any attempt to perform any act referred to in clause (iv) or (v) above;
- (vii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (A) (i), (ii), (iii), (iv), (v) or (vi) above.

If we say that because of clause (A) (i), (ii), (iii), (iv), (v), (vi) or (vii) of this exception, loss or damage is not covered by this policy, then you will have to prove that we are wrong before we will pay your claim.

- (B) loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this policy applies.

2. Terrorism exclusion

Regardless of any extensions to this policy, we will not pay for loss of or damage to property or any expense directly or indirectly caused by, arising out of, or in connection with, any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this exclusion an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section of the public.

If we say that because of this exception, loss or damage is not covered by this policy then you must prove us wrong for us to pay your claim.

3. Nuclear exclusion

(A) We will not pay for

(i) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

(ii) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

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

- (B) We will not pay for any loss, destruction, damage or legal liability directly or indirectly caused by, or contributed to by, or arising from nuclear weapons material.

4. Total asbestos exclusion

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision which would otherwise override a general exception this policy does not cover any legal liability, loss, damage, 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 any extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.

5. Nuclear causes exclusion

This insurance does not cover legal liability, loss, damage, cost or expense (including consequential loss) caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

Nuclear material, nuclear fission or fusion, nuclear radiation, nuclear waste from the use of nuclear fuels, nuclear explosives or any nuclear weapon.

Definitions:

- “Nuclear material”** as defined in Nuclear Materials Act 1975.
- “Nuclear fission”** means a nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy.
- “Nuclear fusion”** means a nuclear reaction in which atomic nuclei of low atomic number fuse to form a heavier nucleus with the release of energy.

- “Nuclear radiation”** means the absorption of electromagnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.
- “Nuclear waste”** as defined in Nuclear Materials Act 1975.
- “Nuclear fuels”** means a substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy.
- “Nuclear explosives”** means an explosion involving the release of energy by nuclear fission or fusion or both.
- “Nuclear weapon”** means a nuclear device designed, used or usable for inflicting bodily harm or property damage.

6. Computer losses

General exception applying to all sections of this policy insuring damage to property or the consequences of damage to property or any liability.

Regardless of any other extensions to this policy, we will not pay for

- (a) loss or destruction of or damage to any property (including a computer) or any loss or expense;
- (b) any legal liability;
- (c) any consequential loss;

directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all

- (i) to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date, or

- (ii) to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such data, or
- (iii) to capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes, or
- (iv) to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any trojan horse, time or logic bomb or worm or any other destructive or disruptive code, media or programme or interference.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether your property or not.

Special extension to computer losses general exception

- (A) Loss or destruction of or damage to the insured property by fire, explosion, lightning, earthquake, rain or storm is not excluded.
- (B) This special extension will not insure any loss, destruction, damage or consequential loss if it would not have been insured in the absence of this computer losses general exception and this special extension.

7. Epidemic/Pandemic exclusion

We will not pay for any liability, loss, damage, illness, injury, bodily injury, disability or death or any cost or expense arising directly or indirectly out of, or contributed to by, or resulting from, any infectious epidemic which leads to the imposition of quarantine or the restriction in movement of people or animals or any travel advisory or warning being issued by a national or international body or agency or any fear or threat of such classification or advisory whether actual or perceived. If we say that because of this exclusion, the loss or damage is not covered by this policy, then you must prove us wrong or we will not pay your claim.

8. Sanctions exclusion

We will not pay a claim to a party in any country outside the Republic of South Africa if paying the claim will expose us to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or the German Republic.

9. General exclusions

We will not pay for

- (i) any loss, damage, injury or claim that you have agreed to because of a contract that you have entered into or because you have sold a possession and not confirmed with your bank that valid and legal payment has been made before giving the property to the other person.
- (ii) consequential loss or damage, unless we specifically agree to pay for such loss or damage somewhere else in this policy.
- (iii) property that has been legally taken away from you or confiscated.

- (iv) damage caused by wear and tear, gradual deterioration, depreciation, electrical or mechanical breakdown, rust, corrosion, mildew, rot, rising damp, moth, vermin, insects, dyeing, cleaning or renovating of items.
- (v) any damage that is not sudden and unforeseen or that happens over a period of time.

General extensions to cover

Claims preparation costs

We extend the cover of each section of this policy to pay costs that you have in preparing your claim and getting together the information and documents that we ask for. We will only pay you up to the limit in the table of limits attached to your policy schedule for any one claim.

General provisions

1. Correct information

You need to always give us true and correct information. We decide whether to give you cover or not and what premium to charge based on the information that you give us so if that information is incorrect or not true and it would have affected any of our decisions, we will not pay your claim.

2. Changes after we have given you cover

If any of the information that you gave us changes in any way that would make a claim more likely to occur or would have affected any of our decisions then you must tell us immediately or we will not pay your claim. We may make changes to your policy,

including changes to the premium that we charge you or the cover that we give you, by giving you 31 days' notice in writing of the change.

If you do not wish to accept the change to your policy terms or conditions then you may cancel your policy immediately by advising us in writing.

3. Other insurance

If you have any other insurance under which you can claim for the same event that you are claiming for under this policy, then we will only pay our portion of the claim and the balance must be claimed from the other insurer. If the item is more specifically insured on another policy then you must claim against the other policy.

4. Cancellation

You can cancel this policy or any section of it by giving us notice in writing. If we wish to cancel this policy or any section of it, we must give you 31 days' notice in writing and we must refund you any premium paid in advance for the rest of the insured time.

5. Continuing cover

You can choose whether you want to pay us monthly by debit order or annually in advance for the cover that you have taken under this policy. If you pay us monthly then the term of your policy is one month. If you pay us annually then the term of your policy is 12 months.

(a) If you pay by monthly debit order

You must pay your premium in advance and, if we do not receive it by the due date and you do not pay us during the 15 day grace period after the due date, we will re-submit

your debit or we will re-debit on the next due date, and if the outstanding premium is not received when we re-submit your debit or re-debit, then this policy will be cancelled at midnight on the last day of the period of insurance that you did pay us for. If we re-debit and only one debit is met, the premium that we receive will be used to clear the oldest debt. If you have a claim after your debit has been unpaid and before we re-debit then you will have to pay us the outstanding premium before we can process your claim. If you cancel your debit order to us then your policy will be cancelled at midnight on the last day of the period that you did pay us for and no further debit will be called for. Due date will be the 1st working day of every month or as otherwise agreed in writing.

(b) If you pay an annual premium

If you pay your premium annually in advance then you must pay us before the start of your policy and within 15 days of the due date on renewal for cover to remain in place. If you do not pay us before the due date or within the 15 days after the due date if your policy is renewing then your policy will be cancelled from the due date. If you have a claim in the 15 days after renewal but before you have paid us, then you will have to pay us the outstanding premium before we can process your claim. Due date will be the 1st day of every 12th month.

We will not have to accept premium given to us except in compliance with the terms above but we may choose to accept premium under other conditions. If we accept premium under conditions other than in compliance with the terms above, then it will be subject to you advising us in writing of any claims that you have outstanding at the time of you giving us the premium.

6. Preventing theft or damage

You must take all reasonable steps and precautions to prevent accidents, theft or damage including, but not only, complying with and adhering to all laws, regulations, rules and by-laws that are material to the risk whether the law, regulation, rule or by-law was in force at the date that your policy was issued or enacted at a later date. If you do not comply with this condition and you not complying is material to the claim, we may reject your claim.

7. Claims

- (a) If you have a loss which could result in a claim then you must, at your own expense
 - (i) advise us as soon as possible, but no more than the number of days in the table of limits attached to your policy schedule, after the event that has led to the claim, and give us details of any other insurance against which you could claim.
 - (ii) if the claim involves theft or a motor accident, report it to the police and do all that you can to help to find the guilty person and recover any stolen property.
 - (iii) fill in and send a claim form to us.
 - (iv) give us any proof, information or declarations that we require to help us to pay your claim and immediately send to us any notice of claim or any communication, writ, summons or other legal process issued or commenced against you in connection with the event resulting in the claim. We may only ask you for information relevant to your claim.
- (b) We will not pay a claim more than 12 months after the event that caused the claim unless the claim is the subject of pending legal action or is a claim in respect of your legal liability to another person.

- (c) If we do not pay your claim you have 90 days from the date that we reject or avoid your claim to appeal to us in writing and a further 6 months to take legal action against us, or any other period that may be legislated from time to time. If you do not take legal action against us within this period you will lose your right to do so.
- (d) If any of the property that we paid a claim for is found then you must help us in any way possible to identify the property. We will pay any costs that you have as a result of helping us. If you refuse to help us when we ask you to then you will have to repay us any money that we paid out for the claim.
- (e) You may not make any statement, admission, offer, promise or payment or give any indemnity to any person without our agreement in writing that you do so.
- (f) You must be able to prove the ownership and value of any item claimed for.
- (g) If any of the information that you give to us regarding your claim or the circumstances of your claim is not true or not correct then we will not pay your claim.

8. Our rights after an event

- (a) After an event that could or has led to a claim against this policy, we and anyone that we appoint may, without implying or agreeing that we will pay the claim or prejudicing our right to rely on any conditions of this policy,
 - (i) take, enter or keep possession of any damaged property and deal with it in a reasonable manner. This condition allows us to do so. You are not allowed to abandon your property to us even if we have taken it as said here.
 - (ii) take over and conduct in your name the defence or settlement of any claim and prosecute in your name for our benefit. We will be able to negotiate settlement in any way we wish.

- (b) You will, at our expense, help us and allow us to do anything necessary or reasonably needed by us to enforce any rights which would be or have been subrogated to us because we are indemnifying you.
- (c) If there is a claim against you by another person we can chose to pay the limit of indemnity (sum insured) to you and we will then not have to pay any further claim from that event.
- (d) We can, at our option, repair, replace, reinstate or pay you cash for the property lost or damaged. We will never pay you or anyone who replaces or repairs your property more than the sum insured or limit of indemnity for that item or event.

9. Fraud

If any claim or any part of any claim is fraudulent or if you or anyone else on your behalf uses any fraudulent means or devices to benefit under this policy or if the loss is because of a deliberate act on your part or if you helped anyone to cause the loss then we will not pay your claim and your policy will immediately be cancelled and you will be refunded any premium paid in advance for the rest of the insured time.

10. Non-compliance

If you do not comply with any of the terms, conditions or warranties of this policy (including but not limited to security requirements) or if you misrepresent any material information we will not pay your claim. The conditions of this policy apply individually to each of the risks insured so that any breach will result in only the risk that was breached being voided.

11. Only you have rights

Only you have rights under this policy. If any other person has a claim against the policy then you must claim on their behalf. Once we have paid you, the claim will be regarded as settled.

12. Insurable interest and proof of value

At the time of an event that results in a claim you must be able to prove ownership, or possession in terms of a credit agreement, or a hire-purchase agreement, of the item that you are claiming for, or a financial loss as a result of the event, for us to pay your claim. You must also be able to prove the value of the item claimed for or we will not pay your claim.

13. Upfront payment

If there are delays in finalising your claim we can, at our option, pay you an interim amount which we will then subtract from the final amount of the claim paid to or for you.

14. First amount payable

If a first amount payable applies to a claim then we will pay you less this amount. You can find the first amount payable in each section of your policy schedule.

15. Average clause

You need to insure your property for the total cost of replacing it as new. If you insure your property for an amount less than the total replacement cost then we will only pay your claim proportionately. For example if the total replacement cost is R1 000 000 and you insure your property for R500 000, we will only pay 50% of your claim because you will only have paid us 50% of the premium that we would have charged for R1 000 000 of cover.

16. Liability under more than one section

You can only claim once under one section for damage, theft or liability even if the damage, theft or liability could be claimed under more than one section. You must claim under the section where it is most specifically insured.

17. Meaning of words

Your policy schedule, any endorsements and this policy wording must be read together and any word or expression to which a specific meaning has been given will have that same meaning wherever it is used.

18. Sums insured blank

If, in your policy schedule attaching to this policy or in the table of limits attached to your policy schedule, the sum insured, limit of indemnity or compensation is

- (a) left blank or has no monetary amount
- (b) reflected as nil or not applicable or not covered or no indemnity extended

this means that insured event or circumstance shown in your policy schedule is not insured by this policy.

19. Use of your personal information

When you enter into this policy you will be giving us your personal information that may be protected by data protection legislation, including but not only, the Protection of Personal Information Act, 2013 (“POPI”). We will take all reasonable steps to protect your personal information.

You authorise us to

- (a) process your personal information to
 - (i) communicate information to you that you ask us for.

- (ii) provide you with insurance services.
- (iii) verify the information you have given us against any source or database.
- (iv) compile non-personal statistical information about you.
- (b) transmit your personal information to any affiliate, subsidiary or re-insurer so that we can provide insurance services to you and to enable us to further our legitimate interests including statistical analysis, re-insurance and credit control.
- (c) transmit your personal information to any third party service provider, that we may appoint to perform functions relating to your policy on our behalf.

You acknowledge that this consent clause will remain in force even if your policy is cancelled or lapsed.

20. Territorial Limits

Unless we state otherwise in any section or sub-section of this policy wording for that section or sub-section only, we will only pay claims if the event that causes the claim happens in the Republic of South Africa, Lesotho, Swaziland, Botswana, Namibia, Zimbabwe, Zambia, Malawi, Angola or Mozambique.

21. Repatriation

We will only pay the cost of bringing a motor car or any other property damaged outside of the Republic of South Africa back to the Republic of South Africa up to the amount in the table of limits attached to your policy schedule.

22. Jurisdiction

This policy will be subject to the Laws and Statutes that apply in the Republic of South Africa and we will only abide by judgments first delivered by or obtained from a court of competent jurisdiction within the Republic of South Africa.



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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;

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- (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.

For this purpose ONE INSURED shall mean:

Any Single One Insured, a Holding Company and all it's 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.

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 Arbitor(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,
- (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.

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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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.

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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.

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.

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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 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

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 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

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

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.

This notice does not form part of the Insurance Contract (Policy) or any other document. It does however contain valuable information which by law needs to be disclosed to you.

Introduction

The FAIS (Financial Advisory and Intermediary Services) Act (Act 37 of 2002) has been introduced to protect consumer rights and makes provision for

- Registration of brokers referred to as Financial Service Providers (FSP) who must comply with certain requirements such as academic qualifications, experience and continuous professional development. The FSP must also comply with fit and proper requirements referring to honesty, integrity, competency and financial soundness.
- The disclosure to you as the client material information regarding
 - details of the Product Supplier (Insurer).
 - details of the FSP.
 - details of the Financial Service provided.
- Your rights to lodge a complaint and seek resolution thereof through the FAIS Ombud offices or Ombud for Short Term Insurance.

The Insurer Disclosure

Name: Infiniti Insurance Limited
 Physical Address: Block F, Upper Grayston Office Park,
 152 Ann Crescent, Strathavon, Sandton
 Postal Address: PO Box 23, Strathavon, 2031
 Telephone: 011 718 1200

FAIS Licence Information

Services: Advice and Intermediary
 Categories: Personal and Commercial Short Term Insurance

FSP Number: 35914

Email address: compliance@infinitiafrica.com

Complaints: Please direct your complaint to the above address or by email to complaints@infinitiafrica.com. Should you wish to receive a copy of our complaints procedure please send your request to the above email address.

Professional Indemnity: Our Professional Indemnity policy is underwritten by Brit, Channel Syndicate, Amlin and Newline of Lloyds Limited.

SASRIA Disclosure

Name: SASRIA Limited

Physical Address: 36 Fricker Road, Illovo, Sandton

Postal Address: PO Box 653367, Benmore, 2010

Telephone: 011 214 0800 086 172 7742

Fax: 011 447 8630

Compliance Officer: Avhaphani Mathada

Email address: complaints@sasria.co.za

**WE ARE AUTHORISED IN TERMS OF A BINDER AGREEMENT
TO ISSUE SASRIA COUPONS ON BEHALF OF SASRIA.**

Your Policy

Type of Policy: Personal Lines

Premium: Premium is the amount you pay us for the cover under the policy. The premium payable and frequency is reflected in your policy schedule or endorsement. Your policy schedule and endorsements are issued by the FSP on our behalf.

	<p>The premium is payable before inception or renewal of the policy, subject to a 15 day period of grace. Non-payment of the premium will result in contractual lapsing of the policy.</p> <p>Please ensure that your FSP has explained the consequences of non-payment of premium to you.</p>
Fees:	Any fees payable to your FSP are separately disclosed on the policy documentation.
Commission:	Any commission payable to the FSP by us is reflected on the policy documentation and may not exceed the maximum stated in the regulations for the specific class of business.
Binder fees:	Any binder fees payable to your FSP are separately disclosed on the policy documentation. The binder fee is paid by us to the FSP for fulfilling binder functions on our behalf.

Complaints Resolution Procedure

Summary

The objective of the Complaints procedure is to set out the steps that enable you to approach the respective Ombud for determination on a complaint, without incurring legal expenses.

What is a complaint?

- Infiniti Insurance Limited or its representative contravened or failed to comply with a legislative provision or contractual obligation and as a result you have suffered or are likely to suffer financial prejudice.
- We or our representative wilfully or negligently rendered a financial service which caused or is likely to cause financial prejudice.
- We treated you unfairly.

How do you lodge a complaint?

A Complainant can lodge a complaint by contacting their broker or intermediary, or inform Infiniti Insurance directly by telephone, in writing or by email. When lodging a complaint, a complaint form must ideally be completed. The complaint form will be supplied on request or can be downloaded from the Infiniti website.

What happens after this?

- Infiniti Insurance Limited will acknowledge receipt of the complaint within 72 hours, and inform the complainant of our decision within 14 days of receipt of the complaint unless specific circumstances necessitate a longer time frame.

What other rights do you have?

Alternatively you may approach the respective Ombud. You must complete a complaints registration form that you can download from the respective Ombud website.

Waiver of rights

Section 21 of the Code of Conduct provides that no FSP may request, induce or persuade you to waiver any right or benefit given to you in terms of this code. Any such waiver is null and void.

FAIS Ombudsman contact details

Physical Address:	Sussex Office Park, Ground Floor, Block B, 473 Lynnwood Road, Cnr Lynnwood Road & Sussex Ave, Lynnwood, 0081
Postal Address:	PO Box 74571, Lynnwood Ridge, 0040
Telephone:	012 762 5000
Fax:	012 470 9097

Customer Contact Division

Telephone: 0860FAISOM (0860324766)
012 762 5000
Fax: 012 470 9097
Email address: info@faisombud.co.za
Website: www.faisombud.co.za

Short Term Insurance Ombudsman contact details

Postal address: PO Box 32334, Braamfontein, 2017
Telephone: 011 726 8900
Email Address: info@osti.co.za

A FULL COPY OF OUR COMPLAINT RESOLUTION POLICY AND PROCEDURES IS AVAILABLE FROM OUR OFFICES

Your rights to information

You have a right to request and receive information regarding the terms and conditions of your policy including the premium charged and the cover given.

You also have the right to request and receive copies of any documentation completed and signed by you and any recordings made of telephonic disclosures made by you.

Compliance Officer details

Name: Peet Pieterse
(Officer Number 6897)
Telephone: 011 718 1200
Postal Address: PO Box 23, Strathavon, 2031
Email address: peetp@infinitiafrica.com
Your Intermediary: Also referred to as your broker or Financial Service Provider (FSP). The name of your broker is reflected in your policy schedule.

Legal Status: Your broker is authorised by us in terms of an agency agreement to render advisory and intermediary services with regard to our financial products in the categories they are licensed for. Your broker is not a representative of Infiniti Insurance Limited and Infiniti Insurance Limited accepts no responsibility for their actions. Your broker has to disclose to you whether they have professional indemnity insurance or not.

Claims Procedure

On the happening of any event, which may result in a claim under your policy, please notify your broker,

Email Address: info@apio.co.za

Telephone: 011 799 6400

If you are dissatisfied with the way your claim has been handled please contact Infiniti Insurance Limited.

Physical Address: Block F, Upper Grayston Office Park,
152 Ann Crescent, Strathavon, Sandton

Postal Address: PO Box 23, Strathavon, 2031

Telephone: 011 718 1200

If you are still dissatisfied with the way your claim has been handled please contact The Short Term Insurance Ombudsman to review your claim.

Broker Emergency Assist Number (after hours)

Telephone: 0861 444 896



Company Registration number: 2005/029823/06

A Registered short-term Insurer and
Authorised Financial Services Provider

FSP Number 35914

October 2018