



Renasa Insurance Company Limited ("the insurer") agrees to provide insurance in terms of this policy during any period of insurance for which a premium has been paid and accepted.

The proposal and/or declaration that You have made are the basis of the contract and form part of this policy.

Signed for and on behalf of the insurer

Renasa Insurance Company Limited

A handwritten signature in black ink, appearing to read 'Colin Scott', is written over a horizontal line.

Colin Scott

Head of Underwriting

Please read Your policy carefully and let Your Broker know of any changes that You require. It is vital that You tell Us or Your broker if You pay Your insurance premium monthly and You change:

1. Your bank or financial institution;
2. the branch of Your bank or financial institution; and/or
3. Your account number.

If You do not advise Us about changes, Your premium debit will not be processed and We cannot guarantee continuance of Your insurance cover.

Your authorisation to Your insurer:

1. I acknowledge that the sharing of insurance information for underwriting and claims purposes (including credit information) between insurers is in the public interest as it enables insurers to underwrite policies and assess risks fairly and to reduce the incidence of fraudulent claims with a view to limiting premiums.
2. On my own behalf and on behalf of any person I represent herein, I hereby waive my right to privacy with regard to underwriting or claims information (including credit information) that I provide or that is provided by another person on my behalf in respect of any insurance policy or claim made or lodged by me.
3. I acknowledge that the insurance information provided by me may be stored in the shared database and used as set out above as well as for any decision pertaining to the continuance of my policy or the meeting of any claim I may submit.
4. I consent to such information being disclosed to any other insurance company or its agent.
5. I acknowledge that the information may be verified against legally recognised sources or databases.

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Sections 1 to 14 Underwritten/Cover provided by Renasa Insurance Company Limited

Reg. No. 1998/000916/06.

FSP Licence No. 15491

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SASRIA NON-MOTOR SECTION Underwritten/Cover provided by SASRIA Limited Reg. No. 1979/00287/06.

SASRIA MOTOR SECTION Underwritten/Cover provided by SASRIA Limited Reg. No. 1979/00287/06.

**The Sections that apply will be shown in the schedule.**

# GENERAL TERMS AND CONDITIONS

## 1. DEFINITIONS

- 1.1 Unless otherwise stated You/Your/Yours/Yourself means the policyholder named in the schedule and the policyholder's lawful or common law spouse or life partner and members of the policyholder's family normally resident with him.
- 1.2 We/Us/Our means Renasa Insurance Company Limited.
- 1.3 Excess/First amount payable means the amount payable by You.

## 2. INTERPRETATION

The policy, its schedule and any endorsements that may be issued from time to time shall be read as one document. Any word or expression that is given a specific meaning shall have the same meaning wherever it appears.

## 3. OBSERVANCE OF POLICY TERMS

Our liability is conditional on the observance of the policy terms by any person claiming indemnity, compensation or benefit.

## 4. PREVENTION OF LOSS

You must take all reasonable precautions to prevent loss, damage, accidents and the incurring of legal liability and You may effect emergency repairs to Your property to prevent further damage.

## 5. CLAIMS PROCEDURE AND REQUIREMENTS

- 5.1 If an event occurs giving rise to or likely to give rise to a claim You must notify Us within 30 (thirty) consecutive days of the event coming to Your knowledge and as soon as reasonably possible thereafter give Us:
  - 5.1.1 particulars of any other insurance covering the same event;
  - 5.1.2 details of the event in writing;
  - 5.1.3 such proofs, information and sworn declarations We may require from time to time to substantiate or deal with the claim; and/or
  - 5.1.4 any document or details of any communication received in connection with a claim.
- 5.2 You may not make any admission of blame or liability, statement, offer, promise, payment or indemnity without Our written consent failing which You may forfeit every and all indemnity in respect of all sections of this policy.
- 5.3 You must report motor accidents, incidents of theft of or malicious damage to any insured property to the police within a reasonable time.
- 5.4 We may take over and conduct the defence or settlement of any claim and have the right to use Your name for this purpose.
- 5.5 You must give all information and assistance required by Us to obtain indemnity from other parties.
- 5.6 You must notify Us immediately You become aware of any inquest or impending prosecution in respect of any event which will or may give rise to a claim.
- 5.7 If We reject, dispute quantum or dispute the claim made under any section of this policy You will have 90 (ninety) consecutive days after the notice of rejection or dispute, within which You can make representation to Us in respect of such rejection or dispute. We will be relieved of all liability unless summons is served on Us within 180 (one hundred and eighty) consecutive days after the expiry of the 90 days which You have in which to make representation.

## 6. OTHER INSURANCES

If the loss, damage or liability is covered by any other insurance, other than Personal Accident, We will not pay more than Our rateable proportion of the claim.

## 7. REINSTATEMENT OF SUM INSURED

The sum insured will not be reduced by the amount of any claim. We may request You to pay the premium on the amount of the claim from the date of the loss or damage to the expiry of the period of insurance. This applies separately to the Household Contents Section, Houseowners Section and All Risks (unspecified items only) Section.

## 8. CANCELLATION

### 8.1 Monthly policy

You may cancel this policy or any section of it by giving Us notice in writing. We may cancel or amend this policy or any section of it by giving You 30 (thirty) consecutive days' notice in writing sent to Your last known address.

### 8.2 Annual policy

We may cancel or amend this policy or any section of it by giving 30 (thirty) consecutive days' notice in writing sent to Your last known or nominated address or You may cancel this policy or any section of it by giving immediate notice in writing. If You cancel the policy, We may retain the customary short period or minimum premium. If We cancel the policy You may

claim a proportionate refund.

### **8.3 Premium Payment**

If You place a stop payment on Your premium this Policy will automatically be cancelled from the date that the premium was due to be paid.

We may change the amount of premium payable under this Policy at any time but if We do We will give You thirty (30) days written notice of the change.

#### **8.3.1. Monthly Policy**

The premium must be paid on the due date which is the first day of every month unless otherwise agreed in writing.

If We do not receive Your premium by the due date a thirty (30) day grace period will be granted by Us from such due date and a debit order will be submitted at the beginning of the next month in respect of the unpaid debit order and the premium for the next month. If payment of the double debit is not received, Your Policy will be cancelled automatically from the original due date.

Should You have a claim during the grace period of thirty (30) days mentioned above, We will not process the claim until You have paid the outstanding premiums.

#### **8.3.2 Annual Policy**

The premium is due and payable on or before inception date or renewal date as the case may be. We shall not be obliged to accept the premium that is tendered to Us after thirty (30) days from inception

If We do not receive Your premium within thirty (30) days after the due date, You will not have any cover and the Policy shall lapse automatically from midnight (24h00) on the day before the due date.

## **9. NO CLAIM REWARD**

In the event that You have been insured with Us for a continuous period of 12 consecutive months without a claim in that period we will extend your policy for 1 month at no extra cost, provided that you renew your policy with us.

## **10. CHANGE IN RISK**

We may decline to indemnify or compensate You for loss, damage, accident or liability under any item or section if the risk is materially increased without Our knowledge and consent or in the event of any material misdescription, misrepresentation or non-disclosure.

## **11. RIOT AND STRIKE EXTENSION** (excluding cover which may be provided by the South African Special Risks Insurance Association or the Namibian Special Risks Insurance Association)

Notwithstanding anything to the contrary contained in Exclusion 13.3:

11.1 this policy is extended to cover loss or damage to property or bodily injury directly occasioned by or through or in consequence of:

11.1.1 civil commotion, labour disturbances, riot, strike or lockout;

11.1.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 11.1.1. above.

11.2 *this extension does not cover loss or damage to property or bodily injury:*

11.2.1 *occurring either within the territorial limits of the Republic of South Africa or Namibia or beyond the territorial limits specified in the policy;*

11.2.2 *resulting from total or partial cessation of work, or the retarding or cessation of any process or operation;*

11.2.3 *occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;*

11.2.4 *related to or caused by any occurrence referred to under General Exclusions or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.*

If We allege that by reason of 11.2.1, 11.2.2, 11.2.3, 11.2.4 loss or damage or bodily injury is not covered by this extension, the burden of proving the contrary will rest on You.

## **12. JURISDICTION**

This policy is subject to the jurisdiction of the courts of the Republic of South Africa.

## **13. GENERAL EXCLUSIONS**

*We will not be liable for:* We are not liable for:

### **13.1 Fraud**

If any claim or part thereof under this policy is in any way fraudulent, or if any fraudulent means or devices are used by you or anyone acting on your behalf to obtain a benefit under this policy (whether successfully or not), or if any event is caused by or arises out of your intentional conduct, or any person acting on your behalf or with your connivance and/or

Any fraudulent information and/or documentation, whether created by you or any other party is provided by you or acting on your behalf or with your connivance to us in substantiation or support of any claim under this policy and whether or not

the claim itself is fraudulent, and/or

The quantum, in whole or part, of any claim is exaggerated by any degree whatsoever by you or anyone acting on your behalf or with your connivance, for any reason whatsoever and whether or not the claim itself is fraudulent:

Then

Any and all benefit afforded in terms of this policy in respect of such claim shall be forfeited and we shall have no liability whatsoever to you or any other party in respect of such claim in its totality.

### **13.2 Deliberate Acts**

*loss, damage or bodily injury deliberately caused by You or any person acting in collusion with You;*

### **13.3 War, Riot and Terrorism:**

(A) *This policy does not cover loss of or damage to property or bodily injury related to or caused by:*

13.3.1 *civil commotion, labour disturbances, riot, strike or lock-out or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing;*

13.3.2 *war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;*

13.3.3 (a) *mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;*  
(b) *insurrection, rebellion or revolution;*

13.3.4 *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;*

13.3.5 *any act which is calculated or directed to bring about destruction or damage or bodily injury in order to further any political aim, objective or cause, or to bring about any social or economic change or in protest against any State or government or any provincial, local or tribal authority or for the purpose of inspiring fear in the public or any section thereof;*

13.3.6 *any attempt to perform any act referred to in exclusions 13.3.4 or 13.3.5 above;*

13.3.7 *the act of any lawfully established authority in controlling, preventing or suppressing or in any other way dealing with any occurrence referred to in exclusions 13.3.1, 13.3.2, 13.3.3, 13.3.4, 13.3.5 or 13.3.6 above.*

*If the company alleges that by reason of exclusions 13.3.1, 13.3.2, 13.3.3, 13.3.4, 13.3.5, 13.3.6 or 13.3.7, loss or damage or bodily injury is not covered by this policy, the burden of proving the contrary will rest on the insured.*

(B) *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 any of the territories to which this policy applies.*

(C) *Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which could otherwise override a general exception, this policy does not cover loss of or damage to property or expense of whatsoever nature 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 General exception 13.(C) 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 thereof.*

*If the company alleges that, by reason of clause 13. (C) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the insured.*

### **13.4 Nuclear**

*this policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:*

(i) *ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;*

(ii) *nuclear material, nuclear fission or fusion, nuclear radiation;*

(iii) *nuclear explosives or any nuclear weapon;*

(iv) *nuclear waste in whatever form;*

*regardless of any other cause or event contributing concurrently or in any other sequence to the loss.*

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

**13.5 Consequential Loss**

*consequential loss or damage except as specifically provided.*

**13.6 Computer losses**

*General exclusion (applicable to personal computers and laptop computers)*

*This policy does not cover:*

- (a) *loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;*
- (b) *any legal liability of whatsoever nature;*
- (c) *any consequential loss;*

*directly or indirectly caused by or contributed to by or consisting of or arising from their 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 recognize, 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 institution including any Trojan horse, time or logic bomb or worm or any other destructive 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 their information or data electronically or otherwise stored in or on any of the above, whether the property of the Insured or not.*

*Special extension to General Exclusion 13.6*

- (A) *loss or destruction of or damage to the insured property by fire, explosion, lightning, earthquake or by the special perils referred to below or indemnified by the Personal Accident, Motor, Motorcycle, Trailer/Caravan or Pleasure craft sections is not excluded by this General Exclusion. The special perils that are not excluded for the purpose of this special extension are damage caused by:*

*storm, wind, water, hail or snow excluding damage to property:*

- i) *arising from its undergoing any process necessarily involving the use or application of water*
- ii) *caused by tidal wave originating from earthquake or volcanic eruption;*
- iii) *in the underground workings of any mine;*
- iv) *in the open (other than buildings structures and*
- v) *plant designed to exist or operate in the open);*
- vi) *in any structure not completely roofed;*
- vii) *being retaining walls;*

*(unless so described and specifically insured as a separate item)*

*aircraft and any other aerial devices or articles dropped therefrom;*

*impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles.*

*These special perils do not cover wear and tear or gradual deterioration.*

- (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 General Exclusion and Special Extension thereto.*

**14. CONFISCATION OR ATTACHMENT.**

*We shall not be liable for any loss, damage, cost or expense directly or indirectly arising from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, SA Police Services, crime prevention units or other officials or authorities.*

**15. POLLUTION AND CONTAMINATION EXCLUSION**

*This policy does not cover any loss, damage, costs or expense directly or indirectly arising from contamination, pollution, soot, deposition, impairment with dust, chemical precipitation, adulteration, poisoning, impurity, epidemic or disease or due to any limitation or prevention of the use of objects because of hazards to health*

15.1. *This exclusion does not apply if such loss or damage arises as a direct consequence of*

- (a) *the perils*
  - i. *fire, lightning, explosion, impact of aircraft*
  - ii. *vehicle impact, sonic boom.*
  - iii. *accidental escape of water from tank apparatus or pipes*
  - iv. *malicious damage*
  - v. *storm, hail.*
  - vi. *flood, inundation*
  - vii. *earthquake*
  - viii. *landslide, subsidence'*
  - ix *snow pressure, avalanche*

*or*

- (b) *physical damage of the type insured by the original policy which occurred on the insured premises*

*If a peril not excluded from the original policy arises directly from pollution and/or contamination any loss or damage arising directly from that peril shall be covered.*

*All other terms and conditions of the policy shall be unaltered and especially the exclusions shall not be superseded by this clause*

**16. TERRORISM CONTAMINATION AND EXPLOSIVE EXCLUSION**

*It is agreed, that regardless of any contributory causes, this policy does not cover any loss, damage, costs or expenses directly or indirectly arising out of*

- a) *biological or chemical contamination*
- b) *missiles, bombs, grenades, explosives*

*due to any act of terrorism.*

*For the purpose of this endorsement an act of terrorism means an act, including but not limited to use of force or violence and/or 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) and/or to put the public, or any section of the public, in fear.*

*For the purpose of a) "contamination" means the contamination, poisoning or prevention and/or limitation of use of objects due to the effects of chemical and/or biological substances.*

*If the insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon the insured.*

**17. INFECTIOUS EPIDEMICS/PANDEMICS EXCLUSION (Applicable to Houseowners, Household Contents, All Risks, Motor, Motor Cycle, Caravan and Trailer, Pleasure Craft, Electronic Equipment and any other property classes)**

*This insurance excludes any loss, damage, cost or expense, directly or indirectly arising out of, contributed to by, or resulting from any infectious epidemic/pandemic.*

*For the purpose of this clause Infectious Epidemics shall mean the sudden, unexpected, large-scale manifestation of an initially locally contained, infectious disease relating to people which spreads very rapidly and with great virulence.*

*If the insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon the insured.*

**18. INFECTIOUS EPIDEMICS/PANDEMICS EXCLUSION (Applicable Personal Liability, Personal Accident and any other casualty classes)**

*This insurance excludes any loss, damage, cost or expense, directly or indirectly arising out of, contributed to by, or resulting from any infectious epidemic/pandemic (if classified either way by the appropriate national or international body/agency) which leads to:*

- a) *the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency; and /or*
- b) *any travel advisory or warning being issued by a national or international body or agency and in respect of a) or b) any fear or threat thereof (whether actual or perceived).*

*If the insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon the insured*

**19. SANCTION LIMITATION AND EXCLUSION CLAUSE**

*This insurance shall not be deemed to provide cover and Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Company 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 or United States of America.*



# SECTION 1 HOUSEOWNERS

## DEFINITIONS

For this section:

1. dwelling means the private residence and its domestic outbuildings, landlord's fixtures and fittings, water, sewerage, gas, electricity and telephone connections, paths and driveways constructed of brick, concrete, pavers, asphalt or stone (not gravel), walls, gates and fences (excluding hedges), swimming pools including fixed filtration plant, water-pumping machinery (not automatic pool cleaners), tennis courts, sauna and spa baths belonging to You and situated at the risk address shown in the schedule;
2. reinstatement means:
  - 2.1 if the dwelling is destroyed, rebuilding it;
  - 2.2 if the dwelling is damaged, repairing the damaged portion;

as nearly as possible to the condition when new.

## COVER PROVIDED

### 1. OUR INDEMNITY TO YOU

If there is loss of or destruction or damage to the dwelling arising from or caused by an insured event:

- 1.1 We will by payment or at Our choice by reinstatement or repair indemnify You provided if at the time of the destruction or damage the value of the dwelling including the cost of demolition and professional fees amount to more than the sum insured You will be Your own insurer for the difference and will bear a rateable proportion of the loss;
- or
- 1.2 You may choose within 6 (six) consecutive months of the date of destruction or damage to reinstate the dwelling on the same site (or on another site and in the way You want subject to Our liability not being increased) as nearly as possible to its condition when new provided:
    - 1.2.1 the reinstatement must be started and finished in a reasonable time otherwise We will settle in terms of 1.1;
    - 1.2.2 We will not be liable for the cost exceeding the cost which would have been payable in terms of 1.1 until the cost has been incurred by You;
    - 1.2.3 if at the time of reinstatement the cost including the cost of demolition and professional fees which would have been incurred in reinstating the dwelling had it been totally destroyed exceeds the sum insured on the dwelling at the time of destruction or damage You will be Your own insurer for the difference and will bear a proportion of reinstatement.

### 2. INSURED EVENTS

The insured events are:

- 2.1 fire, lightning, explosion;
- 2.2 deliberate or wilful malicious acts excluding destruction or damage caused whilst the building is vacant or unoccupied;
- 2.3 storm, wind, water, hail, snow or flood excluding destruction or damage:
  - 2.3.1 to gates and fences other than palisade fences, motorised gates and their attached motors;
  - 2.3.2 caused by movement of the land supporting the dwelling even if such movement is caused by storm or flood. This exclusion will not apply to the removal of land supporting the dwelling by flowing surface water.
- 2.4 earthquake, including earth tremor arising from mining activities;
- 2.5 bursting, leaking or overflowing of water apparatus or fixed oil-fired heating apparatus (including damage to such apparatus and pipes);
- 2.6 theft or attempted theft provided if the dwelling is vacant there is forcible and violent entry or exit;
- 2.7 impact;
- 2.8 breakage or collapse of radio or television aerials or masts including satellite dishes.
- 2.9 subsidence of the land supporting the dwelling or landslip provided such destruction or damage is not caused by or does not arise from:
  - 2.9.1 excavations other than mining excavations;
  - 2.9.2 alterations, additions or repairs to the dwelling;
  - 2.9.3 the compaction of infill;
  - 2.9.4 defective design, materials or workmanship;
  - 2.9.5 normal settlement, shrinkage or expansion of the dwelling.

### **3. BREAKAGE OF GLASS AND SANITARY WARE**

In the event of accidental breakage in the dwelling (except when the dwelling is vacant) of:

- 3.1 fixed glass;
- 3.2 fixed sanitary ware excluding chipping, scratching or disfiguration;

We will pay for or choose to repair or replace it.

*You will be responsible for the first amount payable shown in the schedule of every claim.*

### **4. RENT**

If the private residence becomes uninhabitable as a result of insured loss, destruction or damage We will pay You up to 25% of the sum insured on the dwelling. The amount payable will be based on the period necessary for reinstatement and:

- 4.1 the monthly rental value of the unfurnished dwelling if it was Your permanent residence;
- 4.2 the monthly rent of the unfurnished dwelling if it was tenanted at the time of the loss, destruction or damage.

### **5. PUBLIC SUPPLY OR MAINS CONNECTIONS**

In the event of accidental destruction or damage to water, sewerage, gas, electricity or telephone connections belonging to You or for which You are responsible between Your dwelling and the public supply We will pay for or may choose to repair them.

### **6. PUBLIC AUTHORITIES REQUIREMENTS**

We will pay costs necessarily incurred in repairing or rebuilding in accordance with the requirements of public authorities following destruction or damage to the dwelling by an insured event.

### **7. FIRE EXTINGUISHING CHARGES**

We will indemnify You for the cost of fire extinguishing following fire damage to the dwelling or for the prevention of fire damage to the dwelling.

### **8. COST OF DEMOLITION AND PROFESSIONAL FEES**

We will pay costs that You necessarily incur with Our written consent:

- 9.1 in demolishing the dwelling, removing debris from the site and erecting hoardings required for building operations;
- 9.2 for architects, quantity surveyors and consulting engineer's fees;
- 9.3 for local authorities scrutiny fees;

following loss of or destruction or damage to the dwelling by an insured event.

### **9. LIABILITY TO THE PUBLIC AS PROPERTY OWNER**

If Your dwelling is insured by this section then indemnity is provided by Section 3. Personal Liability in so far as it applies to the liability of property owners.

### **SPECIAL EXCLUSIONS**

*We shall not be liable for:*

- 1. the first amount payable shown in the schedule;
- 2. loss or damage caused by or attributable to lack of maintenance, faulty or defective workmanship or construction, faulty design of the dwelling (as defined), or damage caused by vermin, insects or fungi.
- 3. destruction or damage caused by or arising from subsidence or landslip of land supporting the dwelling
  - 3.1 to buildings in known area which are situate in identified/known dolomitic areas;
  - 3.2 solid floor slabs or any other part of the dwelling resulting from the movement of such slabs, unless the foundations supporting the external walls of the private residence or its domestic outbuildings are damaged by the same cause at the same time;
  - 3.3 swimming pools, tennis courts, patios, terraces, driveways, paths, septic or conservancy tanks, drains, water courses, walls, gates, posts and fences unless the private residence or its domestic outbuildings are damaged by the same cause at the same time.

We will not be liable for:

- (i) work necessary to prevent further destruction or damage due to subsidence, heave or landslip except where appropriate design precautions were implemented during the original construction of the dwelling and any subsequent additions thereto;
- (ii) the first 10% minimum R 5000 of each and every loss caused by subsidence or landslip or the first amount payable shown in the Schedule whichever is the greater.

## CLAUSES

### 1. BUILDING OPERATIONS

- 1.1 While the dwelling is being erected or structurally altered You will be responsible for the *first amount payable shown in the schedule* of every claim for loss, destruction, damage or liability arising directly or indirectly from such erection or alteration.
- 1.2 While the dwelling is being erected or structurally altered cover provided by 2.3 storm, wind, water, hail, snow or flood (whilst the dwelling or that portion of the dwelling is not roofed) 4. Rent 11. Liability to the Public and 12. Accidental damage will not apply to loss, destruction, damage or liability arising directly or indirectly from such building operations.

### 2. MORTGAGEE

The interest of the mortgagee:

- 2.1 ranks prior to Your interest;
- 2.2 is limited to the amount owing to the mortgagee by You on the loan account in respect of the insured dwelling;
- 2.3 will not be invalidated by any act or omission of Yours if such act or omission occurs without the mortgagee's knowledge.

### 3. TENANTS

This insurance will not be invalidated by any act or omission of a tenant of Yours provided You notify Us as soon as such act or omission comes to Your knowledge.

## SECTION 2 HOUSEHOLD CONTENTS

### DEFINITIONS

For this section

1. dwelling means Your private residence and its domestic outbuildings (being domestic staff quarters, domestic garages and other buildings that are completely walled and roofed) situated at the risk address shown in the schedule;
2. property insured means:
  - 2.1 household goods and personal effects (including money and conversion bonds up to R 3 000);
  - 2.2 goods and equipment used in a small home office (excluding all manufacturing) in the dwelling (for which We will indemnify You up to 10% of the sum insured for this section);which belongs to You and/or for which You are responsible;

### COVER PROVIDED

#### 1. OUR INDEMNITY TO YOU

If the property insured is lost or damaged by an insured event We will pay for or may choose to repair or replace it. The amount payable will be the current replacement cost.

If at the time of loss or damage the cost of replacing the property insured as new is greater than the sum insured You will be Your own insurer for the difference and will bear a rateable proportion of the loss or damage.

#### 2. INSURED EVENTS

The insured events are:

- 2.1 fire, lightning, explosion;
- 2.2 deliberate or malicious acts excluding loss or damage caused by or arising from theft or attempted theft;
- 2.3 storm, wind, water, hail or snow excluding loss or damage:
  - 2.3.1 to property in the open, unless the property is designed to exist, operate or be used in the open;
  - 2.3.2 arising out of any process necessarily involving the use or application of water;
- 2.4 earthquake, including earth tremor arising from mining activities;
- 2.5 bursting, leaking or overflowing of water apparatus or fixed oil-fired heating apparatus (excluding damage to such apparatus or pipes);
- 2.6 sudden and violent damage to any building caused by impact;
- 2.7 theft or attempted theft from inside the building/s of Your private residence;

#### 3. RENT

If the private residence becomes uninhabitable because of loss or damage caused by an insured event We will for the period necessary for reinstatement indemnify You for:

- 11.1 rent for which You are liable, if You are a tenant;
  - 11.2 if You are a tenant or the owner of the dwelling, any reasonable additional costs incurred in providing alternative board and lodging for Yourself, Your family and domestic staff normally resident with You;
- up to 25% of the household contents sum insured.

#### 4. FIRE EXTINGUISHING CHARGES

We will indemnify You for the cost of fire extinguishing following fire damage to the dwelling or for the prevention of fire damage to the dwelling and contents.

### SPECIAL EXCLUSIONS

*We will not be liable for:*

1. *the first amount payable shown in the schedule;*
2. *loss or damage after the dwelling has been vacant for more than 30 (thirty) consecutive days;*
3. *the voluntary excess shown in the schedule;*
4. *loss or damage caused, sustained or incurred outside the territorial limits of the Republic of South Africa, Mozambique, Lesotho, Botswana, Swaziland, Namibia, Malawi, Zambia and Zimbabwe;*
5. *theft from the dwelling while lent, let or sub-let unless there is forcible and violent entry or exit;*
6. *loss of or damage or injury to animals (other than veterinary expenses following an accident);*
7. *more than one gold coin, stamp and coin collections, motor vehicles, caravans and trailers including their fitted accessories, air*

*or water craft (not a surfboard or paddle ski) and their equipment;*

8. *any amount in excess of one-third of the household goods sum insured for the total value of precious metals and stones, jewellery, watches, furs, rugs and carpets;*
9. *any precious metals and/or stones, jewellery, furs, watches, rugs and/or carpets, paintings, works of art/finer art articles/items or sets with item/article value in excess of R 50 000(fifty thousand Rand) unless specified in the schedule and supported by a valuation certificate which was issued prior to the loss.*
10. *loss of or damage to property more specifically insured.*

#### **WARRANTIES APPLICABLE**

The following Burglar Alarm Warranty is applicable

Where theft cover is conditional upon an alarm with armed response being fitted or where a discount has been allowed for the fitting of such an alarm and it has been reflected on the Household Contents policy schedule that the Burglar Alarm Warranty is applicable;

#### **Burglar Alarm Warranty**

It is a condition precedent to liability that a burglar alarm be installed to cover the dwelling as defined and it is warranted that:-

- a) the burglar alarm installed shall be made fully operative whilst the dwelling is unoccupied. (For the purposes of this warranty the presence of a domestic worker on the insured premises who has not been given full authority by the insured to arm and disarm the alarm system and enter and exit that portion of the premises which has been protected by such alarm system will not be regarded as being occupied);
- b) loss or damage to the property following the use of keys, the key pad code or remote control of the burglar alarm or a duplicate thereof belonging to the insured unless such keys, keypad code or remote control has been obtained by violence or threat of violence to a valid holder thereof ;
- c) the burglar alarm will be maintained in proper working order however You shall be deemed to have discharged Your liability if You have maintained Your obligations under a maintenance contract with the installation/service company of the alarm system;
- d) a valid and current contract is in force with the alarm service provider which includes response by a reaction unit.

Where the installed alarm is an approved, certified burglar alarm We will be entitled to request full information of the relevant arming and disarming log after the occurrence of a claim.

or

Where the installed alarm is not an approved, certified burglar alarm:-

- a) the said alarm is to be a dual monitoring alarm (for the purposes of this requirement, dual monitoring shall mean that once the alarm is triggered a signal will be transmitted by two different methods to the control room of the company monitoring the alarm);
  - b) the contract for the said alarm shall include an armed reaction unit's services;
- the control panel shall have an event log and the arming and disarming of the alarm is to be logged and after the occurrence of a claim, We will be entitled to request full information of the relevant log

**If You are in breach of the conditions of The Burglar Alarm warranty We may at Our discretion accept Your claim and You will be responsible for the first 30% of the loss provided always that if the installation/fitting of an alarm is a condition precedent to Us providing You with theft cover You will have no theft cover.**

## SECTION 3 PERSONAL LIABILITY

### COVER PROVIDED

#### 1. OUR INDEMNITY TO YOU

If You become legally liable to pay compensation to third parties for death, bodily injury or illness or accidental loss or damage to their property occurring during the period of insurance We will indemnify You up to R 3 000 000 for any one accident or series of accidents arising out of one event including costs and expenses:

- 1.1 recoverable by any claimant from You;
- 1.2 incurred with Our written consent.

#### 2. TENANTS

If You become legally liable as tenant and not as owner for:

- 2.1 damage to the building of a dwelling and its domestic outbuildings (including fixtures and fittings) caused by an insured event specified in Household Contents (Section 2.);
- 2.2 accidental damage to fixed glass or to fixed sanitary ware;
- 2.3 accidental damage to water, gas, sewerage, electricity or telephone connections to the dwelling or outbuildings;

We will indemnify You in terms of paragraph 1, Our Indemnity To You.

### SPECIAL EXCLUSIONS

*We will not indemnify You for:*

1. *compensation payable to:*
  - 1.1 *You or any member of Your family normally resident with You;*
  - 1.2 *any person acting in the course of their employment with You at the time of the accident other than domestic staff;*
  - 1.3 *Your directors, members, trustees or beneficiaries or members of their families normally resident with them if You are a Company, Close Corporation or Trust;*
2. *compensation payable for loss, destruction or damage to property in the custody or control of:*
  - 2.1 *You or any member of Your family normally resident with You;*
  - 2.2 *any person acting in the course of employment with You at the time of the accident;*
  - 2.3 *Your directors, members, trustees or beneficiaries or members of their families normally resident with them if You are a Company, Close Corporation or Trust;*
3. *compensation payable directly or indirectly due to:*
  - 3.1 *Your employment, business or profession;*
  - 3.2 *the ownership of land or buildings (other than buildings insured by Section 1. Houseowners and land upon which they are situated provided the land is used for residential purposes);*
  - 3.3 *the occupation of land or buildings, other than Your dwelling or any other residence where You are residing as a guest;*
  - 3.4 *the use of any motor vehicle, caravan, trailer (other than unattached trailers), air or water craft (other than model aircraft, surfboard or paddle ski) owned by or in the custody or control of Yourself or Your domestic staff;*
4. *liability accepted by agreement which would not have attached in the absence of the agreement.*

## SECTION 4 ALL RISKS

### DEFINITIONS

For this section:

1. specified property described in the specified article schedule.
2. Territorial Limits are world-wide.

### COVER PROVIDED

#### 1. INDEMNITY TO YOU

Specified

if specified property insured is accidentally lost or damaged We will pay for or may choose to repair or replace it.

### SPECIAL EXCLUSIONS

*We will not be liable for:*

1. *property (other than fitted car radios if specified in the schedule) insured lost from an unattended motor vehicle unless:*
  - 1.1 *the property insured was concealed in a locked boot or compartment forming part of a locked vehicle and there is violent and forcible entry into the vehicle;*

*or*

  - 1.2 *there is violent and forcible entry into the building where the vehicle is garaged;*
2. *Wear, tear or depreciation;*
3. *electrical or mechanical breakdown that is not accompanied by insured damage;*
4. *the value which any article may have as part of a set;*
5. *the cost of reproducing sounds, data and images on tapes, records, film or magnetic media;*
6. *loss or damage caused:*
  - 6.1 *by vermin, moths or gradually operating causes;*
  - 6.2 *during any process of cleaning, dyeing or renovating;*
  - 6.3 *by confiscation or detention by any process of law;*
7. *consequential loss of any kind;*
8. *the cost of re-testing eyes for replacement spectacles.*

## SECTION 5 MOTOR, MOTOR CYCLES & CARAVAN/TRAILERS

### DEFINITIONS

For this section vehicle means;

1. a car; goods vehicle with a gross vehicle mass not exceeding 3 500 kg listed in the schedule (and its spare parts and accessories thereon);
2. a motor cycle, motor scooter (with or without a side-car) and specifically excludes quads and all-terrain vehicles;
3. a trailer or caravan (including its permanent fittings) without means of self-propulsion, designed to be pulled by a self-propelled vehicle;

listed in the schedule and owned by You.

### SUB-SECTION A: COVER PROVIDED FOR INSURED VEHICLE

#### 1. OUR INDEMNITY TO YOU

Loss or damage to the vehicle

- 1.1 If the vehicle or any part of it is lost or damaged We will at Our option indemnify You by paying for its repair by a repairer acceptable to Us or replacement or the amount of the loss or damage, less the first amount payable. If the vehicle is the subject of an instalment sale or lease agreement any money due to You will be used first towards the repayment of the debt under the agreement, the balance, if any, to be paid to the creditor nominated by You alternatively the balance to be paid to a payment agency for distribution to creditors. The receipt by the title holder/owners referred to in the agreement will be a complete discharge to Us for the repayment.

The maximum amount payable by Us will be:

- 1.2 if within 12 (twelve) consecutive months of first registration the vehicle is:
  - 1.2.1 stolen or hijacked and not recovered and physically returned to Us; or
  - 1.2.2 damaged and the assessed cost of repairs exceeds 70% of the current new retail price including value added tax (VAT);  
the current purchase price of a new vehicle of the same or a similar model or the limit of indemnity shown in the schedule whichever is the lower, less the first amount payable;
- 1.3 if the vehicle is lost or damaged more than 12 (twelve) consecutive months after first registration the limit of indemnity shown in the schedule or the reasonable retail value of the vehicle at the time of loss or damage whichever is the lower, less the first amount payable.

In the event of Your being indemnified in terms of 1.2 or 1.3 above no refund of premium will be made for the unexpired period of insurance.

#### 2. PROTECTION AND REPAIR

If insured loss or damage occurs:

- 2.1 We will pay the reasonable cost of storage, protection, towing and removal of the vehicle to the nearest repairer or place of safety pending repair up to an amount of R 1 750 (if Renasa assist is used this limit falls away);
- 2.2 You may authorise repairs to the vehicle up to R 5 000 without Our consent provided a detailed quotation is given to Us as soon as practicable after repairs have been carried out.

#### 3. DELIVERY AFTER REPAIR

After repair We will pay the reasonable cost of delivering the vehicle to Your address in the Republic of South Africa.

#### 4. WINDOW GLASS (not applicable to vehicles described in definitions 2 & 3)

We will pay for damage to window glass of the vehicle without alteration of the claim-free group but You will pay the window glass, excess reflected in the schedule of excesses forming part of the policy.

#### 5. FIRE EXTINGUISHING COSTS

In addition to the Limit of Indemnity shown in the schedule We will pay any costs not exceeding R 5 000 related to the extinguishing or fighting of fire provided that You are legally liable for such costs and Your vehicle was on fire or was in danger of being damaged by fire.

### SUB-SECTION B: LIABILITY TO THIRD PARTIES

1. In the event of an accident caused by or in connection with the vehicle or attached trailer, caravan, car or goods vehicle with a



gross vehicle mass not exceeding 3 500 kg being towed (not for reward) We will indemnify You against all sums including claimant's costs and expenses for which You become legally liable for:

- 1.1 death or bodily injury to any person;
- 1.2 damage to property.
2. We will pay costs and expenses incurred with Our written consent.
3. We may arrange for:
  - 3.1 representation at any inquiry into death;
  - 3.2 the defence of criminal proceedings arising from any act related to an indemnifiable event.
4. In terms of liability to third parties 1 and 2 above We will:
  - 4.1 indemnify any person who is driving or using the vehicle with Your permission provided such person:
    - 4.1.1 is not entitled to indemnity under any other policy;
    - 4.1.2 as though he were You is subject to the terms of the policy as far as they can apply;
    - 4.1.3 has not been refused any motor vehicle insurance;
  - 4.2 indemnify You while driving a car or goods vehicle with a gross vehicle mass not exceeding 3 500 kg excluding damage thereto:
    - 4.2.1 not owned by You;
    - 4.2.2 not being purchased, leased or hired by You under a credit or similar agreement.

## **SPECIAL EXCLUSIONS**

### **1. LOSS OR DAMAGE TO THE VEHICLE**

*We will not be liable for:*

- 1.1 *more than 5% of the limit of indemnity of the vehicle listed in the schedule less the first Amount payable for any type of radio and other sound reproduction equipment other than radio and sound equipment installed by the manufacturer of the vehicle when new. If a radio or sound equipment is specified in the schedule the value shown against the radio or equipment shall be the maximum liability payable in the event of a claim;*
- 1.2 *depreciation, gradually operating causes, wear and tear, mechanical or electrical breakdown failure or breakage;*
- 1.3 *damage to the engine unless some other part of the vehicle is damaged in an accident at the same time or unless such damage is caused by thieves or persons of malicious intent.*
- 1.4 *damage to tyres by application of brakes or by road punctures cuts and/or bursts caused by obstacles and/or inequalities of the road surfaces or impact with obstacles and/or inequalities of the road surfaces unless some other part of the vehicle sustains damage at the same time which damage is attributable to the same incident and the agreed damage is equal to or exceeds R 2500 or the excess/first amount payable whichever is the greater*
- 1.5 *damage to springs and shock absorbers by application of brakes or caused by obstacles and/or inequalities of the road surfaces or impact with obstacles and/or inequalities of the road*
- 1.6 *undamaged parts, Our liability will be limited to the cost of replacing the damaged part only and not the value it may have as a pair or set.*

### **2. LIABILITY TO THIRD PARTIES**

*We will not be liable for:*

- 2.1 *death of or bodily injury to:*
  - 2.1.1 *a member of Your family normally resident with You;*
  - 2.1.2 *any person being carried in the trailer or caravan;*
  - 2.1.3 *an employee, other than domestic staff, of Yours or Your family who is killed or injured in the course of such employment;*
  - 2.1.4 *any passenger not being conveyed inside a car or in the permanently enclosed passenger-carrying compartment or the passenger cab of any goods-carrying vehicle;*
  - 2.1.5 *death of or bodily injury to any pillion or side car passenger;*
- 2.2 *damage to property:*
  - 2.2.1 *belonging to or held in trust by or in the custody or control of You or Your family;*

- 2.2.2 *being carried in any vehicle described in definitions 1, 2 & 3 above.;*
- 2.3 *so much of any compensation provided or insurable in terms of any motor vehicle insurance legislation, however should a loss be admissible under this section it will be limited to R 5 000 000 or R 2 500 000 if the driver of the insured vehicle is under 25 years of age including all costs and expenses any one incident or series of incidents arising out of one event;*
- 2.4 *more than R 2 500 000 including all costs and expenses for death or bodily injury to persons travelling in the vehicle if it is being driven by a person under 25 years of age;*
- 2.5 *more than R 5 000 000 including all costs and expenses for any one accident or series of accidents arising out of one event.*

### **3. GENERAL**

- 3.1 *We will not be liable for loss, damage, injury or liability caused, sustained or incurred:*
- 3.1.1 *outside the territorial limits of the Republic of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland, Zambia and Zimbabwe except for loss or damage to the vehicle while in transit by water between ports in the territorial limits;*
- 3.1.2 *while the vehicle is being driven or used:*
- 3.1.2.1 *other than in accordance with description of use (see 2. Description of Use below);*
- 3.1.2.2 *by You (or any person with Your consent) unless licensed to drive the vehicle and in possession of a valid driver's licence in terms of legislation applying to the territory in which the vehicle 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. This exclusion will not apply if the vehicle is being driven by You (or any person with Your consent) while learning to drive and legislation relating to learner drivers is being obeyed Any driver shall be deemed to be licensed to drive the vehicle if non-compliance with any licensing law is solely because of failure to renew any licence that is subject to periodic renewal;*
- 3.1.2.3 *by You or by a dependent member of Your family or by any person, while under the influence of intoxicating liquor or drugs or while the concentration of blood alcohol exceeds the statutory limit;*
- 3.1.2.4 *in a condition which does not comply with the provisions and regulations of The Road Traffic Ordinances of the Republic of South Africa or any similar legislation which applies to the territorial limits referred to in special exclusion 3.1.1 of this section;*
- 3.1.3 *while a goods vehicle is being used to carry goods for business or professional purposes.*
- 3.2 *We will not be liable for any claim or liability arising out of contract.*

### **SPECIAL CONDITIONS AND EXTENSIONS**

#### **1. FIRST AMOUNT PAYABLE**

*In the event of loss or damage to the vehicle, You will be responsible for the first amount payable shown in the schedule which will be calculated separately for each vehicle.*

If We have already paid any amount that is Your responsibility in terms of this condition You will immediately repay Us that amount.

#### **2. DESCRIPTION OF USE**

- 2.1 Where the Class of Use is shown in the schedule as Domestic the vehicle is only insured whilst being used for:

Domestic

Private, domestic and pleasure purposes but You will not be insured for travel to and from work, business and professional purposes, hiring, carriage of passengers for hire or carriage of fare-paying passengers, driving instruction for reward, racing, speed or other contests, rallies, trials or use for any purpose in connection with the motor trade. The term "motor trade" will not invalidate any cover provided to You while the vehicle is in the custody or control of any member of the motor trade and used for its maintenance or repair.

- 2.2 Where the Class of Use is shown in the schedule as Private the vehicle is only insured whilst being used for:

Private

private, domestic and pleasure purposes including travel to and from work, but You will not be insured for business and professional purposes, hiring, carriage of passengers for hire or carriage of fare-paying passengers, driving instruction for reward, racing, speed or other contests, rallies, trials or use for any purpose in connection with the motor trade. The term "motor trade" will not invalidate any cover provided to You while the vehicle is in the custody or control of any member of the motor trade and used for its maintenance or repair.

- 2.3 Where the Class of Use is shown in the schedule as Business or Professional the vehicle is only insured whilst being used for:

Business or Professional

private, domestic, pleasure, business and professional purposes, including travel to and from work, business and professional purposes, but You will not be insured for hiring, carriage of passengers for hire or carriage of fare-paying passengers, commercial travelling, driving instruction for reward, racing, speed or other contests, rallies, trials or use for any purpose in connection with the motor trade. The term "motor trade" will not invalidate any cover provided to You while the vehicle is in the custody or control of any member of the motor trade and used for its maintenance or repair.

**3. VEHICLE SHARING (not applicable to vehicles described in definitions 2 & 3)**

The acceptance of payment for giving lifts to passengers, when it is part of a vehicle sharing agreement for social purposes or commuting, will not be regarded as excluded under the Description of Use conditions, provided that:

- 3.1 the passengers are not being carried in the course of a passenger-carrying business;
- 3.2 no payment received for such journeys involves any element of profit.

**4. TRAFFIC OFFENCES**

It is a condition of this insurance that You notify Us in writing immediately You know of:

- 4.1 any driving licence issued to You or Your authorised driver being endorsed, suspended or cancelled;
- 4.2 any driver of the vehicle being charged or convicted of reckless, negligent or inconsiderate driving.

**5. CARE OF VEHICLE**

You shall take all reasonable steps to protect and maintain the vehicle in accordance with the roadworthy requirements of any legislation applying within the territorial limits. We will have the right of access to examine the vehicle or any part of it at any time.

**6. RIGHTS OF OTHERS**

The provision of cover for persons other than You does not give them the right to claim. You may claim for them and Your receipt will discharge Us.

**7. GOODS CARRYING VEHICLE EXCLUSION**

We will not be liable for loss, damage, injury or liability caused, sustained or incurred while any goods carrying vehicle (e.g. LDV, bakkie, 4X4 with load body, double cab) is being used to carry goods for any business or professional purposes. This exclusion also applies to the SASRIA cover (riot, civil unrest) otherwise in force for Your vehicles.

**8. REBUILT/REINSTATED VEHICLES REGISTERED AS CODE 3**

In the event of theft or total loss of the insured vehicle, claims settlement will not be based on retail value. We will not pay more than the reasonable market value as determined by the motor trade, or the amount shown on a valuation certificate (by a valuator authorised by Us or recognised by Us) that You supply to Us prior to the theft / total loss of the vehicle, whichever amount is the greater, but will not exceed the Limit of Indemnity shown in the schedule less the First amount Payable. The valuation certificate must not be older than one year at the time of loss.

**9. RETAIL VALUE-**

Retail value shall mean the retail value of Your vehicle as indicated in the Auto Dealers' Guide. We may adjust the retail figure shown in the Auto Dealers' Guide to take into account pre-loss condition, mileage (kilometres), corrosion or other factors that the motor trade considers when determining the retail value of vehicles.

**10. VEHICLE TRACKING WARRANTY (*Applicable only if shown in the Motor schedule to apply*)**

It is warranted that an approved tracking and recovery system is installed in the insured vehicle and is kept in a fully operational order under a contract with the service provider throughout the currency of this policy.

Should it be established that You have not complied with this warranty, We may decline to indemnify You for loss or damage arising out of or any attempt thereat.

**11. SPARE PARTS CLAUSE**

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, Our 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 manufacturer's latest list price.

**OPTIONAL LIMITATIONS**

**ONLY APPLICABLE IF THE SCHEDULE SHOWS THE SCOPE OF COVER AS**

**THIRD PARTY, FIRE & THEFT**

**OUR INDEMNITY TO YOU**

Loss or damage to the vehicle is restated as follows:

**1. OUR INDEMNITY TO YOU**

Loss or damage to the vehicle:

- 1.1 If the vehicle or any part of it is lost or damaged by fire, lightning, explosion, theft or attempted theft We will at Our option indemnify You by paying for its repair by a repairer acceptable to Us or replacement or the amount of the loss or damage less the first amount payable.  
  
If the vehicle is the subject of an instalment sale or lease agreement any money due to You will be used first towards the repayment of the debt under the agreement. The receipt by the owners referred to in the agreement will be a complete discharge to Us for the repayment.
- 1.2 The maximum amount payable by Us will be the limit of indemnity stated in the schedule or the reasonable retail value of the vehicle at the time of loss or damage whichever is the lower less the first amount payable.

**SPECIAL EXCLUSIONS IS restated**

**1. LOSS OR DAMAGE TO THE VEHICLE**

*We will not be liable for:*

- 1.1 *any type of radio and other sound reproduction equipment unless the entire vehicle is stolen at the same time;*
- 1.2 *depreciation, gradually operating causes, wear and tear mechanical or electrical breakdown failure or breakage;*
- 1.3 *damage to the engine or tyres unless some other part of the vehicle is damaged at the same time or unless such damage is caused by thieves or persons of malicious intent.*

*The following is deleted:*

4. *WINDOW GLASS,*

**SPECIAL CONDITIONS ARE RESTATED**

**FIRST AMOUNT PAYABLE**

*In the event of loss or damage to the vehicle You will be responsible for the first amount payable shown in the schedule which will be calculated separately for each vehicle.*

If We have already paid any amount that is Your responsibility in terms of this condition You will immediately repay Us that amount.

**ONLY APPLICABLE IF THE SCHEDULE SHOWS THE SCOPE OF COVER AS**

**THIRD PARTY ONLY**

*The following is deleted from cover under this section*

1. *OUR INDEMNITY TO YOU Loss or damage to the vehicle*
2. *PROTECTION AND REPAIR*
3. *DELIVERY AFTER REPAIR*
4. *WINDOW GLASS,*

**ONLY THE PARAGRAPH HEADED SUB-SECTION B: LIABILITY TO THIRD PARTIES SHALL BE OPERATIVE.**

# SECTION 6 PLEASURE CRAFT

## DEFINITIONS

For this section vessel means the pleasure craft owned by you and specified in the schedule comprising the hull not exceeding a 10 meter superstructure, fittings, machinery, engines, motors, boats gear and equipment such as would normally be sold as one unit.

## COVER PROVIDED FOR THE INSURED CRAFT

### 1. OUR INDEMNITY TO YOU

- 1.1 If the vessel is lost or damaged following an insured event We will at Our option indemnify You by paying for its repair by a repairer acceptable to Us or replacement or the amount of the loss or damage less the first amount payable. We will not be expected to achieve an exact restoration and repair or replacement will be as close to the original specification as possible. If the vessel is the subject of an instalment sale or lease agreement any money due to You will be used first towards the repayment of the debt under the agreement. The receipt by the owners referred to in the agreement will be a complete discharge to Us for the repayment.

The maximum amount payable by Us will be:

- 1.2 the current purchase price of a new vessel of the same or similar model if the vessel is less than 4 years old;

- 1.3 the current market value if the vessel is older than 4 years;

or the limit of indemnity shown in the schedule whichever is the lower less the first amount payable.

If the sum insured of the vessel is less than its market value at the time of insured loss or damage You will be Your own insurer for the difference and will bear a rateable proportion of the loss.

In the event of Your being indemnified in terms of 1.2 or 1.3 above no refund of premium will be made for the unexpired period of insurance.

### 2. INSURED EVENTS

The insured events are:

- 2.1 accident and perils of the sea;

- 2.2 fire, lightning, explosion, earthquake or volcanic eruption;

- 2.3 malicious acts;

- 2.4 outboard motor(s) dropping off or falling overboard provided it is securely locked onto the vessel by a device in addition to its normal method of attachment;

- 2.5 negligence of any person whether in charge of the vessel or not;

- 2.6 theft of the entire vessel or its boat(s);

- 2.7 theft of outboard motor(s) provided it is securely locked onto the vessel or its boat(s) by an anti-theft device;

- 2.8 theft of machinery including outboard motor(s), gear or equipment if stolen with the vessel or following forcible and violent entry into the vessel or place of storage;

provided that We shall not be liable under this section for more than the amount stated in the schedule in respect of any one accident or series of accidents arising out of any one event with a maximum of R 250 000 any one vessel.

### 3. SPECIAL EXTENSIONS

We will pay for:

#### 3.1 SIGHTING EXPENSES

the expense of sighting the underwater section of the hull after grounding if reasonably incurred specially for that purpose and authorised by Us in writing even if no damage is found.

#### 3.2 EMERGENCY AND SALVAGE CHARGES

all charges and expenses (up to the sum insured for the item concerned) reasonably and necessarily incurred in minimising or averting a loss which would be covered by this policy.

#### 3.3 TRANSIT RISKS

any loss or damage during transit by land (including loading and unloading) but excluding scratching and denting and liability to third parties. This section also extends to include claims made by third parties for death, injury or damage arising out of such loading or unloading operations.

*We will not be liable whilst the vessel is:*

- 3.2.1 *being conveyed by a person who has no valid driver's licence unless the person concerned is charged with the theft or illegal use of the vehicle used for conveying the vessel;*

- 3.2.2 *in the custody or under the control of any person who is under the influence of intoxicating liquor or any drug.*

#### 3.4 CREDIT SHORTFALL

If any total loss settlement is less than the amount owing to the financier under a current instalment sale or lease agreement, We will pay You an additional amount equal to the shortfall less:

- 3.5.1 any arrear instalments or rentals including interest payable on such arrears;

- 3.5.2 all refunds of premium for cancellation of any insurance cover related to Your vessel;

- 3.5.3 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;

- 3.5.4 the First Amount Payable;

Provided always that:

- 3.5.5 the amount including the amount paid or payable under 1.2 or 1.3 Our Indemnity to You shall not exceed the maximum indemnity stated in the schedule less the First Amount Payable;
- 3.5.6 this cover shall not apply to an agreement whereby the amount of any single instalment differs by more than 10% from any other instalment;
- 3.5.7 this Credit Shortfall extension shall not apply to any re-advance under an instalment sale or re-financing in terms of a lease.

### 3.5 YACHT RACING RISKS

the cost of repairing or replacing sails, masts, spars, standing and running rigging lost or damaged by an insured event whilst the vessel is racing, but We will only pay a maximum of two-thirds of the sum insured specified in the schedule (as applicable to such items) provided that the loss or damage is caused by the vessel being stranded, sunk, burnt, on fire, in collision, or in contact with any external substance (ice included) other than water. Special exclusion 4.1.6 does not apply to this special extension.

## 4. SPECIAL EXCLUSIONS

*We will not be liable for loss or damage:*

- 4.1. *whilst the vessel is:*
  - 4.1.1 *being used for any purpose other than private and pleasure;*
  - 4.1.2 *let out on hire or charter;*
  - 4.1.3 *being towed on water except:*
    - 4.1.3.1 *when in need of assistance;*
    - 4.1.3.2 *for customary towage in connection with laying up, fitting out or repairs;*
  - 4.1.4 *towing or salvaging a vessel other than one in distress;*
  - 4.1.5 *towing or salvaging a vessel (whether or not in distress) under a contract arranged prior to commencing towing or salvaging;*
  - 4.1.6 *participating in racing or speed tests or any trials in connection therewith;*
  - 4.1.7 *left moored or anchored unattended off an exposed beach or shore and it becomes stranded, sunk, swamped or breaks adrift;*
- 4.2 *resulting from lack of due diligence on Your part;*
- 4.3 *due to wear, tear, depreciation, corrosion;*
- 4.4 *due to mechanical or electrical breakdown of machinery, engines, motors, batteries and their connections (other than the shaft and propeller) unless occasioned by external causes not otherwise excluded;*
- 4.5 *to masts, spars, sails, standing or running rigging whilst the vessel is racing unless such loss or damage is caused by the vessel being stranded, sunk, burnt, on fire, in collision or in contact with any external substance (ice included) other than water;*
- 4.6 *to any part condemned solely because of a fault in design or construction;*
- 4.7 *due to any defect resulting from either negligence or breach of contract in respect of any repair or alteration work;*
- 4.8 *personal effects, consumable stores, fishing gear or moorings;*
- 4.9 *to the vessel if used as a houseboat or permanent residence;*
- 4.10 *theft of inflatable craft when deflated unless following forcible and violent entry into the vessel or place of storage or if stolen with the vessel. A vehicle is not considered a place of storage within the terms of this section;*
- 4.11 *fire or explosion to a vessel fitted with inboard machinery unless the vessel is equipped in the engine room or engine space, tank space and galley, with an automatic fire extinguishing system or one having controls at the steering position. Warranted that any fire extinguishing system must be properly installed and maintained in efficient working order.*

## 5. LIABILITY TO THIRD PARTIES

### COVER PROVIDED

- 5.1 We will indemnify You or any person using the vessel with Your permission or any water skier being towed or preparing to be towed by the insured vessel against all sums including claimants' costs and expenses which You shall become legally liable to pay in respect of:
    - 5.1.1 death of or bodily injury to any person other than Yourself or other than as specified in exclusions 5.2.1 to 5.2.7;
    - 5.1.2 loss of or damage to property not belonging to You or the permitted user;
    - 5.1.3 attempted or actual raising, removal or destruction of the wreck of the vessel or any neglect or failure to raise, remove or destroy the wreck;
    - 5.1.4 expenses incurred by You with Our prior written consent in connection with official enquiries and coroner's inquests;
    - 5.1.5 legal costs incurred with Our prior written consent in defending any action or contesting liability whether or not such action proceeds in the criminal or civil court.
- Our liability in respect of this section is limited to R1 000 000 in respect of any one claim or series of claims arising from one event.

### SPECIAL EXCLUSIONS APPLICABLE TO LIABILITY TO THIRD PARTIES

- 5.2 *We will not indemnify You or the permitted user or water skier against claims resulting from legal liability for:*

- 5.2.1 *death or bodily injury in respect of any person employed in any capacity by You in connection with the vessel or similarly employed by any person using the vessel with Your permission or similarly employed by any water skier;*
- 5.2.2 *accidents arising from any person engaged in kiting or other airborne sport whilst being towed by the insured vessel or preparing to be towed by the insured vessel or until safely back on board the vessel;*
- 5.2.3 *accidents arising while the vessel is in transit by mechanically propelled road vehicle, rail, ship or aircraft;*
- 5.2.4 *death or bodily injury in respect of fare-paying passengers and loss of or damage to their property;*
- 5.2.5 *damages or penalties arising under contract;*
- 5.2.6 *finer or other penalties imposed under any statutory code or common law in respect of any offence committed;*
- 5.2.7 *death or bodily injury to any person operating or employed by the operator of a shipyard, repair yard, slipway, yacht club, marina, sales agency or similar organisation if on-board in the course and scope of their employment.*

## **6. SPECIAL CONDITIONS**

### **6.1 First Amount Payable**

*In respect of any occurrence giving rise to a claim in respect of the vessel You will be responsible for the First Amount Payable shown in the schedule.*

### **6.2 Territorial limits**

*We will not be liable for loss, damage, injury or liability caused sustained or incurred outside the territorial limits of the Republic of South Africa, Botswana, Lesotho, Mozambique, Namibia, Swaziland, Zambia and Zimbabwe. Subject to a maximum cruising range of 12 nautical miles from the coast of the Republic of South Africa Malawi Zambia Namibia or Mozambique.*

### **6.3 Care of Vessel**

You will take all reasonable steps to protect and maintain the vessel in a proper state of repair and seaworthiness.

### **6.4 Left afloat clause**

*We will not be liable for loss of or damage to the vessel or for liability to any third party or for any salvage services caused by the vessel being stranded, swamped, sunk or breaking adrift whilst left moored or anchored unattended off an exposed beach or shore.*

### **6.5 Competency**

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

# SECTION 7

## ELECTRONIC EQUIPMENT

### DEFINITIONS

For this section property insured means electronic data processing equipment other accessories and peripherals described in the schedule that belong to You in Your personal capacity.

### COVER PROVIDED

#### 1. OUR INDEMNITY TO YOU

- 1.1 If the property insured is damaged and can be repaired by a repairer acceptable to Us We will pay for the cost of repair less the first amount payable or the sum insured less the first amount payable whichever is the lesser.
- 1.2 If the property insured is stolen and not recovered, lost or damaged beyond economic repair the basis of indemnification shall be the cost of replacing a new item of the same or a similar model or of equal performance and/or capacity or if such be impossible its replacement by new property having the nearest equivalent performance and/or capacity to the property lost or damaged less the first amount payable but limited to the sum insured less the first amount payable whichever is the lesser provided:
  - 1.2.1 if You are unwilling or unable to replace the property insured or fail to replace within 6 (six) consecutive months of the date of loss or damage the amount payable will be the market value of the property insured immediately before the loss or damage;
  - 1.2.2 if at the time of loss or damage the replacement value of the property insured as new is greater than the sum insured You will be Your own insurer for the difference and will bear a rateable proportion of the loss or damage.

#### 2. INSURED EVENTS

- 2.1 Material Damage  
Physical loss of or damage to the property insured described in the schedule from any cause not specifically excluded.
- 2.1 Recompilation of Data  
Costs and expenses necessarily and reasonably incurred in the recompilation of data and/or programmes recorded on data-carrying media which is lost as a result of accidental erasure or theft of the hardware.

#### 4. SPECIAL EXCLUSIONS

*We will not be liable for:*

##### 3.1 *in respect of Material Damage:*

- 3.1.1 *loss or damage provided for under any guarantee maintenance and/or lease arrangement;*
- 3.1.2 *loss or damage caused:*
  - 3.1.2.1 *by vermin moths or gradually operating causes;*
  - 3.1.2.2 *during any process of cleaning or upgrading;*
  - 3.1.2.3 *by confiscation or detention by any process of law;*
  - 3.1.2.4 *by wear and tear development of poor contacts scratching of painted or polished surfaces;*
- 3.1.3 *parts having a short life such as (but not limited to) cathode ray tubes bulbs fuses or sacrificial buffer circuits. If such parts are damaged as a result of damage to other parts We will indemnify You for the residual value of these parts;*
- 3.1.4 *property insured lost from an unattended motor vehicle unless:*
  - 3.1.4.1 *the property insured was concealed in a locked boot or compartment forming part of a locked vehicle and there is violent and forcible entry to the vehicle; or*
  - 3.1.4.2 *there is violent and forcible entry to the vehicle and You bear the first 20% minimum R 250 of any claim;*
- 3.1.5 *loss of use or other consequential loss damage or liability of any nature whatsoever;*
- 3.1.6 *the first amount payable shown in the schedule of any claim. This exclusion will not apply if You are liable for the first 20% minimum R 250 in terms of 3.1.4.2 above;*

##### 3.2 *in respect of Recompilation of Data:*

- 3.2.1 *accidental erasure caused by programme errors viruses incorrect entry or the inadvertent cancellation or corruption of data;*
- 3.2.2 *more than R 5 000 for any one occurrence or series of occurrences arising out of one event;*
- 3.2.3 *the first amount payable shown in the schedule.*



## SECTION 8 EXTENDED PERSONAL LEGAL LIABILITY

### DEFINED EVENTS

#### 1. **Comprehensive Legal Liability**

We will indemnify You up to the Limit of Indemnity stated in the Schedule for all sums which You becomes legally liable to pay as damages arising from an occurrence anywhere in the world, but not in respect of any judgement, award, payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award, payment or settlement either in whole or in part) during the Period of Insurance to the extent that

- 1.1 such liability is not indemnifiable in terms of the Insuring Clause and/or Insurable Events Clause and/or Operative Clause of any Underlying Insurance  
or
- 1.2 such liability is not indemnifiable by reason of an Exclusion in any Underlying Insurance  
or
- 1.3 the amount of such liability exceeds the Limit of the Underlying Insurance and the underlying insurer has paid or has admitted liability or has been held liable to pay the full amount of such Limit which for purposes of this Policy is deemed to be a minimum of R 500 000 (five hundred thousand rand) but R 1 000 000 (one million rand) in respect of Motor Liability and/or Watercraft Liability.

#### **The Limits of Indemnity**

The amount payable, inclusive of any legal costs recoverable from You by a claimant or any number of claimants and all other costs and expenses incurred with Our consent for any one event or series of events with one original cause or source, shall not exceed the limit of indemnity stated in the Schedule.

### DEFINITION

#### **Underlying Insurance**

"Underlying Insurance" means an existing insurance policy in force with

1. A registered South African, Namibian or Botswana Insurer which covers one or more of the following:  
Personal liability  
Property owner's liability  
Tenant's liability  
Motor liability  
Watercraft liability
2. Any insurer in the world which covers one or more of the following:  
Motor liability  
Watercraft liability  
Property owner's liability  
in respect of any motor vehicle hired, leased or owned by You or any watercraft or property owned by You, outside the Republic of South Africa, Namibia or Botswana.

### SPECIFIC EXCEPTIONS

*We will not indemnify You in respect of liability:*

1. *arising out of or in the course of Your employment, business or profession including but not limited to the sale of any goods or the rendering of any services for a fee, reward or any other consideration*
2. *arising out of the letting and/or hiring out of any movable or immovable property or part thereof for a fee, reward or any other consideration*
3. *for the first R5 000 (five thousand rand) of any claim in relation to property hired, leased or borrowed by You*
4. *arising out of the reckless disregard by You of the possible consequences of his acts or omissions*
5. (i) *of one Insured to another*  
(ii) *to any former Insured in respect of an occurrence during any period when such former Insured was an Insured*
6. *arising out of loss of or damage to property to the extent that such liability is indemnifiable under any other insurance policy*
7. *arising out of the ownership or use of any aircraft other than model aircraft and hang-gliders*
8. *which is the subject of statutory or similar legislation controlling the use of motor vehicles or trailers and in respect of which liability*  
(i) *You are compelled to effect insurance or to furnish security or*

- (ii) *the State or other government body or authority has accepted responsibility*
- 9. *for any claim in respect of Motor Liability unless such liability is indemnifiable by any of the Underlying Insurances, other than any claim excluded solely by reason of any territorial restrictions*
- 10. *for any claim in respect of Watercraft Liability*
  - (i) *unless such liability is indemnifiable by any of the Underlying Insurances, other than any claim excluded solely by reason of any territorial restrictions*
  - (ii) *where the overall length of the watercraft exceeds 10, 5 metres*
- 11. *for loss of or damage to any self-propelled land vehicle, trailer, caravan, watercraft or aircraft in Your care, custody or control*
- 12. *arising out of any dishonest fraudulent or malicious act of You or ads of physical assault or seduction committed by You*
- 13. *for payment of any fine, penalty, multiple, punitive or exemplary damages or arising out of liquidated damages clauses, penalty clauses, or performance warranties except to the extent that it can be proved that liability would have attached in the absence of such clauses or warranties*
- 14. *for any debt*
- 15. *for the failure to pay maintenance or alimony or any amounts following a breach of promise*
- 16. *arising out of the purchase, sale, barter or exchange of any property, movable or immovable or the failure by You to comply with any obligations in relation thereto*
- 17. *for the first R 2 000 (two thousand rand) of any claim arising from the suspension or termination of employment of any domestic servant*
- 18. *arising out of any condition directly or indirectly caused by or associated with Human immunodeficiency Virus (HIV) or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind howsoever it shall be named*
- 19. *directly or indirectly caused by or contributed to or arising from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.*

#### **SPECIFIC CONDITIONS**

1. The indemnity granted by this Section is conditional upon there being in force at the time of the occurrence an Underlying Insurance policy which substantially provides cover for the type of liability for which indemnity is sought hereunder and upon You not being in breach of the conditions of such an Underlying Insurance.
2. The laws of the Republic of South Africa, Namibia and Botswana whose courts shall have exclusive jurisdiction in any dispute between Us and You will govern this Section.
3. Written notice must be given to Us as soon as possible of any event that may give rise to a claim under this Section and You shall furnish such further information as We may reasonably require. Every claim, writ summons or process and all related documents must be forwarded to Us as soon as possible.  
  
Inadvertent failure to give notice as aforesaid because You could not reasonably have anticipated that the event would give rise to a claim under this Section will not be construed as a breach of this condition.
4. In respect of any claim not covered at least in part by an Underlying Insurance, We may take over and conduct in the name of You the defence or settlement of any claim or prosecute in the name of You for their own benefit and will have full discretion in the conduct of any proceedings and in the settlement of any claim. You will give all necessary information and assistance as may be required by Us.
5. The indemnity granted by this Section in respect of seepage, pollution or contamination not caused by sudden, unforeseen, unintended and unexpected occurrences is limited to R 250 000 (two hundred and fifty thousand rand) in the aggregate in any 12 (twelve) month period of insurance.
6. In the event of a claim for which We are liable for the maximum amount payable under any item the total amount of outstanding instalments for that item to the end of the current Period of Insurance will be deducted from the amount payable.
7. Payments under this Section will be made in the same currency as the premium payments.
8. We may in the case of any occurrence pay to You the maximum indemnity limit (but deducting any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and We shall thereafter be under no further liability in respect of such occurrence.
9. No admission, offer, promise or payment in relation to a claim under this Section may be made or given by or on behalf of You without Our written consent. You will take all reasonable steps to ensure that the underlying insurers will comply with this condition and cooperate with Us in the defence and settlement of any claim which is indemnifiable both by an Underlying Insurance and this Section, and in the exercise of any subrogation rights. The costs incurred in exercising such rights and any amounts recovered shall be apportioned to each party according to the sums paid or payable under the respective policies.

## SECTION 9 CAR HIRE

If Your comprehensively insured vehicle is lost or damaged We in exchange for receipt of the premium stated in the schedule, undertake to provide You with the use of a rented vehicle in accordance with the group selected shown on the schedule by a car rental agency nominated by Us for a maximum period of 30 (thirty) days subject to the terms and conditions set out below.

### INSURED EVENTS

Where Your comprehensively insured vehicle for which car hire insurance has been selected has been involved in an accident or is a total loss, We shall provide You with the use of a rented car for a maximum period of 30 (thirty) days or until settlement of Your insurance claim whichever is earlier,

provided that:

- (i) a claim form and license document have been submitted to Us;
- (ii) the vehicle has been left for repair at a panelbeater who We have authorised to do the repairs;
- (iii) if You have the limited car hire policy then You will only have car hire cover in the event that Your insured vehicle is a total loss;
- (iv) the rented vehicle is returned to the nominated car rental agency as soon as You take possession of Your vehicle after repairs have been completed or Your claim has been settled following a total loss but not later than 24 hours of You having been notified of the completion of the repair of Your vehicle or the settlement of Your claim.

### SPECIFIC CONDITIONS

- (a) You must sign all documentation required by the car rental agency at the time of the delivery or collection of the rented vehicle.
- (b) You are required to provide a fuel deposit to be paid to the nominated car rental agent by means of credit card or cash prior to the rented vehicle being dispatched by the nominated car rental agent.
- (c) You will also be required to sign an acknowledgement of having received the rented vehicle with a full tank of fuel. The rented vehicle must be returned to the nominated car rental agent with a full tank of fuel. Should the rented vehicle be returned without a full tank of fuel, You will be responsible for the full cost of refuelling and Your deposit will be used to pay for the costs of refuelling the rented vehicle. If the rented vehicle is returned with a full tank of petrol Your full deposit will be refunded.
- (d) If You fail to comply with any terms hereof, the rented vehicle shall be limited to a time period determined by Us.
- (e) This policy is not transferable.
- (f) You shall have no cover in terms of this policy in the event that Your claim in respect of Your vehicle is not covered by a comprehensive motor insurance policy at the time of the claim.
- (g) If You breach any of the terms and conditions contained herein, You shall be responsible to effect payment and immediately upon demand of the daily rental charges, refuelling charges, mileage charges and insurance to Us for the nominated car rental agency.
- (h) The provision and use of the rented vehicle is subject to the terms and conditions of the nominated car rental agent, insofar as same may be applicable and You acknowledge that You have been provided with a copy thereof.
- (i) If We repudiate Your motor comprehensive claim subsequent to Your hiring a vehicle, all car hire costs will be for Your own account and You must reimburse Us accordingly for any amounts which We may have paid for hiring the vehicle.
- (j) The rented vehicle may only be driven by a person in possession of a valid unendorsed driver's license agreed with the car rental agent.
- (k) The rented vehicle may not be driven outside of the borders of the Republic of South Africa unless authorised by Us in writing beforehand.
- (l) We shall not be liable for any loss or claim arising where there is misrepresentation, non-disclosure or misdescription of any fact or circumstances.
- (m) We shall not be liable for more than Our rateable proportion of any loss or claim which is covered under another enforceable insurance policy.

**FIRST AMOUNT PAYABLE**

You shall be responsible for the first amount payable in respect of each and every occurrence giving rise to a claim for loss or damage to the rented vehicle which amount will be advised to You by the nominated car rental agency.

**CLAIMS PROCEDURE**

In the event of a claim as a result of a defined event occurring during the period of insurance, You must contact Your local Renasa office as soon as reasonably possible after the event of a claim.

The nominated car rental agency shall make arrangements with You for the collection or delivery of the rented vehicle as soon as reasonably possible after the claim has been authorised by Us.

You or Your mandated broker must provide the nominated car rental agency with the following details:

1. Your name and contact details;
2. Copy of Your identity document and of Your valid and unendorsed driver's licence;
3. Your policy number;
4. Claim number (issued by the underlying motor insurer);
5. Name of the insurer holding the underlying motor policy;
6. Details of the vehicle involved in the insured event;
7. Details of event/s that gave rise to a claim.

You must report any damage or loss in respect of the rented car to the nominated car rental agency administrators within 24 hours of the incident.

## SECTION 10 RETRENCHMENT PROTECTION

In the event of you becoming retrenched/unemployed during the period of insurance as the result of any event not excluded we will pay the amount shown on the policy schedule during the Indemnity period.

### **Indemnity Period**

The period commencing at the beginning of the third month following the month in which you become unemployed and ending not later than the number of months shown on the schedule thereafter or the date upon which you become re employed whichever occurs first.

### **Limits of Liability**

- 1) The amount payable as stated in the policy schedule but not exceeding 60% of your average taxable income over the last three months of your employment.

### **Definitions**

1. Retrench means losing your employment, occupation, profession, or participation in any activity that generates a regular income but excludes self-employment.
2. You means the Insured person and persons whose names appear in the policy schedule. Trusts, corporate bodies and any other juristic bodies are expressly excluded.
3. We/Us means Renasa Insurance Company Limited
4. Period of insurance means a twelve (12) consecutive months period from the date that the policy incepts and reflected in the schedule
5. Premium means the annual premium which can either be paid annually in advance or monthly on due date.
6. Self-employment means (but is not restricted to) your employment within a business or company, whether registered as such or not and where you are the owner of or part owner of or partner in such business or company

### **Premium Payment**

- 1 Annual Policy:  
the premium is payable on or before inception date or renewal date of the policy as the case may be. We shall not be obliged to accept premium tendered to us later than 15 (fifteen) consecutive days from inception date or renewal date as the case may be.
- 2 Annual policies paid Monthly:  
the premium will be debited on due date which is shown in the schedule.

If you are retrenched the outstanding balance of the annual premium will be deducted from any consideration made.

### **Exclusions**

1. We will not be liable for any claim where you are retrenched arises from or is contributed to by:
  - a. Pregnancy, childbirth, miscarriage or complications caused by pregnancy, childbirth or miscarriage
  - b. Retirement or accepting an early retirement package
  - c. Any voluntary cessation of employment for whatever reason and by whatsoever name known
  - d. Dismissal following a Disciplinary hearing
  - e. The use of alcohol, drugs or narcotics other than drugs prescribed by and taken in accordance with the instructions of a member of the medical profession
  - f. HIV Aids, mental defect/infirmity or any medical reason.
  - g. Any criminal or dishonest act committed by you or with your collusion
  - h. Intentional self-injury
  - i. The expiration of any fixed term employment contract
  - j. Accidental injury
2. We will not be liable for any claim;
  - a. where you are a self-employed Trust, corporate body or any other juristic body;
  - b. for reimbursements such as (but not restricted to) fuel, travel, accommodation and other allowances.

## SECTION 11 EXCESS BUY DOWN

### DEFINED EVENTS

This policy

1. will pay your basic standard motor excess and reduce the additional excess (if any) in respect of theft and hijacking, following upon the occurrence of such an event; and
2. is conditional and dependent upon the existence of an underlying comprehensive motor vehicle policy and subject to its general conditions, exclusions and definitions, unless specifically stated otherwise.

Should we repudiate your claim in terms of the underlying comprehensive motor vehicle policy for any reason whatsoever, no cover will be in force in terms of this policy.

### LIMIT OF INDEMNITY

1. The Excess Buy-down policy covers
  - 1.1 the basic or standard excess up to a maximum limit of 5% of the amount claimed or the minimum basic excess, whichever is the greater; and
  - 1.2 in respect of an additional theft or hijacking excess (if any) for such an event, an additional maximum limit of 5% of the amount claimed or the minimum basic excess, whichever is the greater, provided that if the minimum excess for 1.1 or 1.2 above is greater than R 2 500, such minimum excess(es) will be limited to R 2 500 each.
2. The Excess Buy-down cover is dependent upon a valid and authorised claim in terms of the underlying policy.
3. The overall maximum limit of Excess Buy-down is R 30 000.

### SPECIAL CONDITIONS

1. The period of insurance is the period from the inception date of the policy to the last day of the calendar month in which the inception date occurs. Thereafter, the period of insurance continues on a monthly basis.
2. Upon receipt of the monthly premium on the first working day of each calendar month, the policy is automatically renewed by Renasa. If the premiums are not received on the due date or within 15 working days after the due date, the policy is considered cancelled on the last day of the month for which premium was last received.

The due date is the first day of every calendar month.
3. You must exercise all reasonable precautions for the maintenance and safety of the property insured, as well as to prevent or minimise loss or damage.
4. Limitations and amendments to the policy contract may be made by us after giving you 30 (thirty) days' written notice thereof at your last contact address according to our records.
5. The policy or any section thereof may be cancelled by you immediately, at any time, or by us giving you 30 (thirty) days' written notice thereof at the last contact address according to our records.
6. The insured vehicle(s) must be comprehensively insured at all times for this cover to be effective. No claim(s) will be settled in the event of us repudiating your claim.
7. This policy and the schedule are the contract between Renasa Insurance Company Limited (the insurer) and you (the insured).
8. If a claim payable under this policy is also payable under any other policy, we will only pay a proportional share of the claim.

### CLAIMS PROCEDURE

1. In the case of an event that may result in a claim, you must notify us thereof within 30 (thirty) days, as well as provide full details of any other policy that covers the same event in writing, together with full details of the relevant comprehensive policy insuring your vehicle(s) at the time.
2. Any event where theft or any other criminal act or loss is involved, must be reported to the police immediately

#### Our rights after an event that may lead to a claim

1. We reserve the right to confirm the amounts deducted and to check that all documentation is complete.
2. In the event of a dispute or misrepresentation, our decision will be final.
3. Upon your indemnification, we expect you to assist us in every way possible to exercise our right of recourse.

#### Fraudulent or wilful acts

All rights of indemnity in terms of the policy will be forfeited in the following circumstances:

1. If a claim is fraudulent in any respect or if fraudulent means are used by you, or on your behalf, to obtain any benefit from this policy.
2. If a claim in any way occurs due to a wilful act committed by you or with your knowledge.
3. If information in connection with a claim is untrue.

#### **EXCLUSIONS**

Excess Buy-Down does not cover the following:

1. Windscreen or glass excesses
2. Any excess payable under any policy extension (e.g. Loss of keys extension)
3. Voluntary excesses
4. Non-Motor excesses
5. Any excess if the underlying policy insurer rejects your claim to indemnity
6. Penal or additional excesses of any kind (e.g. driver age excess, license type excess, etc.)
7. Any excess if the loss or damage does not exceed R 2 500.

## **SECTION 12 BUYING ORDER**

In the event that your vehicle which is a car; SUV, LDV or goods vehicle with a gross vehicle mass not exceeding 3 500 kg listed in the schedule is a total loss (i.e. stolen, hi-jacked or written off), and not replaced by your insurer, We will provide you with a buying order at a motor dealer of our choice to enable you to purchase a vehicle provided that:-

- i) the maximum value of the buying order will be limited to the amount shown in the policy schedule
- ii) if the retail value of your vehicle is less than the limit of indemnity shown in the policy schedule the buying order will be limited to the retail value of your insured vehicle which is described in the policy schedule.

### **SPECIFIC TERMS AND CONDITIONS**

Terms and conditions are applicable to all aspects of this Section

- i) the insured against your underlying comprehensive policy vehicle is comprehensively insured;
- ii) the claim made for the loss of your vehicle was not rejected by your insurer,
- iii) the sum insured/limit of indemnity for which the vehicle is comprehensively insured is not less than the retail value at the time of the loss.
- iv) the insured vehicle has not been replaced by your insurer;
- v) this extension does not apply to a vehicle which is not a car, SUV, LDV or a goods carrying vehicle with a gross vehicle mass not exceeding 3 500 kg (Three thousand five hundred kilogram).



## SECTION 13 INCEPTION VALUE POLICY

### DEFINITION OF TERMS

1. **Us/We/Our:** Renasa Insurance Company Limited (the insurer).
2. **You/Your:** the insured.
3. **Inception value:** the retail value as at the inception of this policy with us.
4. **Retail value:** to be determined as per the publication of the Mead & McGrouther Auto Dealer's Digest.
5. **Outstanding balance:** the outstanding balance that you owe a financial institution as at the date of loss; less any
  - 5.1 overdue instalments and arrear interest as at the date of loss;
  - 5.2 rebates you would have been entitled to had you settled the loan as at the date of loss, or
  - 5.3 refunds due to you or the financial institution(s).
6. **Vehicle:** restricted to either a code 1 or code 2, as per the applicable Road Traffic Regulations of South Africa.

### SETTLEMENT OF CLAIMS

In the event that your vehicle is a total loss (i.e. stolen, hi-jacked or written off), we will settle your claim as follows:

1. **If the vehicle is financed,** we pay your financial institution (any residual balance to be paid to you) the greater of
  - 1.1 the outstanding balance you owe as at the date of loss, or
  - 1.2 the retail value as at the inception date of this policy, less the retail value as at the date of loss, less any excesses in terms of this policy.
2. **If the vehicle is not financed,** we pay you the inception value, less
  - 1.1 the retail value as at the date of loss, or
  - 1.2 any excesses in terms of this policy.
3. **The Inception Value Policy does not pay you**
  - 3.1 if your underlying comprehensive insurance is repudiated or rejected;
  - 3.2 if your underlying comprehensive policy is voided or cancelled, or
  - 3.3 for any amounts payable by you in respect of the underlying comprehensive insurance and this insurance policy (including, but not limited to outstanding premiums and the excess amounts applicable).

### SPECIFIC TERMS AND CONDITIONS

Terms and conditions are applicable to all aspects of your Inception Value Policy.

1. **Please familiarise yourself with the contents of the components of the Inception Value Policy**
  - 1.1 Policy documents
  - 1.2 Terms and conditions of our insurance
  - 1.3 The schedules
  - 1.4 All correspondence sent to you
  - 1.5 Any recorded verbal agreements.
2. **Alterations to and cancellation of the Inception Value Policy**

Alterations to or cancellation of the Inception Value Policy will be effected as follows:

  - 2.1 By giving you 30 (thirty) days' written notice (electronically, by fax or post to your last known address).
  - 2.2 Any changes made to or cancellation of the policy will be effective from the time and date agreed to.
  - 2.3 If you cancel your policy during the course of an insured month, we do not refund the premiums you have paid for the rest of that month.
3. **Premium Payments**

If your insurance policy is cancelled due to non-payment of premiums, your cover will terminate.
4. **Reinstatement of the cancelled policy**

If your insurance policy is cancelled due to non-payment of premiums (either your comprehensive cover or inception value premium) then, notwithstanding that your comprehensive policy may be reinstated, the Inception Value Policy will not be reinstated but it may be re-issued from the date that you requested reinstatement, and the value will be the retail value as at the inception of the replacement Inception Value Policy.
5. **First Amount Payable by you each time you claim**
  - 5.1 **Basic First Amount Payable:**

You are required to pay a basic excess every time you lodge a claim.
  - 5.2 **Additional excesses:**

Where applicable, you are also required to pay additional excesses stipulated in the policy schedule, over and above the

basic excess.

**6. Representations and legal process: disputed and/or repudiated claims**

In the event that we dispute the validity of, or repudiate your claim, you will have 90 (ninety) consecutive days to make written representations to us and thereafter, 180 (one hundred and eighty) consecutive days to serve legal process on us. If this is not done, we accept no further liability for the claim.

**7. Double or multiple insurance covers: Our contribution**

If the item in respect of which you lodge a claim with us is covered by more than one insurance policy, we will only pay you for our rateable proportion of the risk.

**8. No claims to be paid for deliberate and fraudulent acts**

We do not pay you for

8.1 fraudulent claims, or

8.2 loss, damage or injury arising from deliberate acts by you, or a member of your household, or anybody who acts on your behalf or with your knowledge or approval.

## SECTION 14 PERSONAL ACCIDENT

### DEFINITIONS

For the purpose of this section **you/your** means the person in whose name this policy is issued and the

1. lawful or common law spouse or life partner of the person named in this policy; and
2. natural or adopted child or children of the person who is named in the schedule and who depend financially on and usually reside with the person in whose name the policy is issued.

### COVER PROVIDED

#### 1. PAYMENT OF COMPENSATION (Applicable to each person separately)

We will pay compensation if you sustain bodily injury,

- 1.1 by violent external and visible means as a direct result of an accident;
- 1.2 including injury caused by starvation, thirst and/or exposure to the elements, directly or indirectly resulting from mishap, or
- 1.3 disappear in circumstances that satisfy us that you sustained injury to which this section applies and that such injury has resulted in your death, we will presume your death provided that if, after we have made payment hereunder in respect of your presumed death, you are found to be alive, such payment will be refunded to us; and
- 1.4 are the victim of a violent act of theft, hold-up, hijacking, rape or other unlawful assault that necessitates psychological treatment, up to 10% of the insured amount.

**Repatriation costs:** We will pay insured amount in respect of death and reasonable and necessary expenses for the repatriation of your mortal remains to your usual place of residence, up to an amount not exceeding R 5 000.

#### 2. COMPENSATION

- 2.1 If, within 12 (twelve) consecutive months from the date of the accident the injury causes **death**, we will pay for each person injured, the insured amount stated in the schedule.
- 2.2 If, within 12 (twelve) consecutive months from the date of the accident the injury causes **permanent disablement**, we will pay a percentage of the insured amount stated in the schedule, in accordance with the compensation table below, provided that
  - 2.2.1 if injury is not specified, we apply a percentage consistent with the compensation table below;
  - 2.2.2 compensation paid for permanent disablement will be deducted from compensation payable for death resulting from the same accident; and
  - 2.2.3 total compensation does not exceed the insured amount stated in the schedule.

#### COMPENSATION TABLE

| <i>Description of injury</i>  | <i>Percentage of the insured amount</i> |
|---|---|
| <i>Loss by separation at or above the wrist or ankle of one or more limbs (permanent total loss of use of a limb will be accepted as loss by separation) or the irrecoverable loss of sight in one or both eyes</i> | 100%                                    |
| <b>Loss of:</b>   |   |
| <i>speech</i>   | 75%                                     |
| <i>four entire fingers on one hand</i>  | 75%                                     |
| <i>entire thumb</i>   | 25%                                     |
| <i>entire index finger</i>  | 15%                                     |
| <i>any other entire finger</i>  | 6%                                      |
| <i>all toes on one foot</i>   | 32%                                     |
| <i>entire big toe</i>   | 4%                                      |
| <i>any other entire toe</i>   | 3%                                      |
| <i>hearing – both ears</i>  | 80%                                     |
| <i>hearing – one ear</i>  | 20%                                     |

## **EXTENSIONS**

### **1. LIFE SUPPORT EQUIPMENT**

Notwithstanding anything contained in the defined events, the 12 (twelve) consecutive month period stated therein does not include any period(s) where the death of such a person is delayed solely by the use, for periods of not less than 3 (three) consecutive days, of life support equipment or apparatus.

### **2. BEREAVEMENT EXPENSES**

In addition to the limit of compensation for death, we will pay you on behalf of such a person's immediate family, up to R5 000 in respect of bereavement expenses. In the event of such a person having no known immediate family, we are not obliged to make any payment under this extension.

### **3. MOBILITY**

If we compensate such a person in respect of permanent total disablement, and as a direct result of that disability s/he is permanently dependent on a wheelchair for mobility, we will, in addition to any amount payable for permanent disability, contribute towards the purchase of a wheelchair and/or altering his/her dwelling to facilitate the use of such wheelchair provided that our liability for such costs resulting from an accident or series of accidents arising from one cause does not exceed R 10 000 in respect of any one person.

## **EXCLUSIONS**

We are not liable under any insured event or extension for bodily injury, death, permanent disablement or disappearance, resulting from or sustained while participating in:

### **1. SPORT**

- 1.1 mountaineering necessitating the use of ropes;
- 1.2 big game hunting;
- 1.3 sport as a paid professional, polo on horseback, steeple chasing, parachuting, winter sports involving snow or ice, ice hockey, parachuting, skydiving or hang-gliding, or
- 1.4 speed or duration tests or racing (other than on foot, on a bicycle or in a yacht).

### **2. MOTOR CYCLING**

Motorcycling, motor quad cycling or motor tri-cycling.

### **3. TRAVEL**

Travelling in an aircraft

- 3.1 not licensed for transporting passengers;
- 3.2 piloted by a person not licensed for the purpose for which it was being used, or
- 3.3 as a member or acting member of the crew or for trade or technical operation connected with the aircraft.

### **TRAVELLING IN A WAR ZONE**

Including accidental occurrences, but excluding news reporting, camera and/or film crew activities.

### **4. YOUR CONDITION OR CONDUCT**

Resulting from an accident caused by or attributable to

- 4.1 your participation in any riot, civil commotion, labour disturbance, strike or lockout or public disorder or any calculated act or activity, directed to bring these about;
- 4.2 your wilful misconduct, intentional self-injury or suicide;
- 4.3 any serious physical or mental defect or infirmity from which you were suffering before the accident;
- 4.4 you being under the influence of intoxicating liquor or drugs, unless prescribed by a medical practitioner other than yourself and taken in accordance with medical advice; and
- 4.5 the performance or attempt to perform
  - 4.5.1 any calculated act whether on behalf of any organisation, body or group of persons, 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, or

- 4.5.2 any calculated act, directed to bring about destruction or damage or bodily injury, in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any state or government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof.

**5. YOUR PROFESSION OR ACTIVITIES**

Resulting from an accident caused by or attributable to working

- 5.1 in a mine, including underground and/or opencast mining activities
- 5.2 underground (in tunnels)
- 5.3 on an on- or offshore drilling rig
- 5.4 as a professional diver
- 5.5 as a crew member of a ship/watercraft
- 5.6 with explosives.

**6. AGE LIMIT**

Your 75th birthday.

**7. RIOT**

General Exclusions 13.3.1, 13.3.4, 13.3.5 and 13.3.7 of General Terms & Conditions do not apply to this section.

## SECTION 15 SASRIA NON-MOTOR

**SASRIA LIMITED**  
Reg. No 1979/00287/06

### **COUPON POLICY FOR SPECIAL RISKS INSURANCE**

#### **THE POLICY**

In consideration of the prior payment of the premium stated in the Schedule and the receipt thereof by or on behalf of Sasria Limited, (hereinafter called SASRIA) and subject to the insurers policy being current and valid at the effective date as stated in the Schedule, SASRIA will by payment or at its option by reinstatement or repair indemnify the insured during the Period of Insurance up to an amount not exceeding the total sum insured in respect of each item and not exceeding in the aggregate during the said Period of Insurance, the total insured value, or the aggregate limits of liability as stated in the proviso hereunder, whichever is the 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;
- (i) 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;
- ii) 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;
- iii) Any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
- iv) 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 SASRIA, the aggregate liability of SASRIA under all such Insurances shall be limited to the sum of R 300 million, during a calendar year where the property insured is in the Republic of South Africa.

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

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

In the case of One Insured other than Companies, SASRIA 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 tenable;
- 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.

#### **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 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 providing the contrary shall be upon the insured.

#### **SPECIAL CONDITIONS**

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

#### **MEMORANDUM**

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

1. 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 ratable share of the loss accordingly. Every item, if more than one, shall be separately subject to this consideration.
2. Any adjustment of Premium Clause or Condition in the Nominated Insurer's Policy shall not be applicable to this Coupon Policy.
3. No alteration of this Coupon Policy is valid unless signed by a Director of SASRIA
4. Any Reinstatement Value Conditions in the Nominated Insurers Policy shall be applicable to this Coupon Policy except insofar as it relates to Motor Vehicles.
5. The cover granted by this Coupon Policy shall apply to property situated in the Republic of South Africa.

## SECTION 16 SASRIA MOTOR

Reg. No 1979/00287/06

### MOTOR POLICY OF INSURANCE FOR SPECIAL RISKS In respect of property as defined.

#### THE POLICY

#### DEFINITIONS

Wherever the term "SASRIA" is used it shall refer to SASRIA limited.

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

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

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

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

Note: In this Policy, the term "Public Disorder" shall be deemed to include 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 market value of the property insured in the Schedule of this Policy subject always to Condition 8 of this Policy. If the property insured is the subject of a hire purchase or similar agreement and the seller or lessor (hereinafter referred to as the "Owner") is interested in any monies which should be payable to the Insured under this Policy in respect of loss or damage to the property insured (which loss or damage is not made good by repair or replacement)

Such monies shall if so requested in writing be paid in the said Owner and / or to the Insured to the extent of their respective interests as long as they are interested in the said property, and their receipt shall be a full discharge of SASRIA in respect of such loss or damage. Save as herein expressly provided nothing herein shall modify or affect the rights and liabilities of the Insured or SASRIA under or in connection with this Policy or any condition or term thereof.

In the event of any part accessory or fitment of whatsoever nature needed to repair or replace damage to the property insured being unprocurable in the Republic of South Africa, as a standard ready manufactured article or in the event of any such article being denied to the Insured for any reason the liability of SASRIA shall be met by the payment of a sum 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.



## EXCEPTIONS

This Policy does not cover: -

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

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

## NUCLEAR / CHEMICAL / BIOLOGICAL TERRORISM EXCLUSION

It is agreed that, regardless of any contributory cause(s), this insurance does not cover any 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 threat thereof, of any persons 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, 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 shall be upon the insured.

## CONDITIONS

### 1. CLAIMS PROCEDURE

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

### 2. SUBROGATION

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

### 3. CONTRIBUTION

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

damage.

**4. PRECAUTIONS**

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

**5. TRANSFER**

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

**6. ARBITRATION**

(a) If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to Arbitration in accordance with the Arbitration laws for the time being in force in the Republic of South Africa, and at such place as SASRIA may determine.

(b) Where any difference or dispute is in terms of paragraph (a) above to be referred to Arbitration the award of the Arbitrator(s) shall be final and binding and the making of such award shall be a condition precedent to any right of action against SASRIA under this Policy.

**7. LIMITATION**

In no case whatsoever shall SASRIA be liable under this Policy after the expiration of 12 months 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 hereby shall at the commencement of any destruction or damage to such property be of greater value than the total value on risk appearing in the Schedule to this Policy in the case of the Motor Dealer or Fleet Owner then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly

**9. TOTAL LOSS OF PROPERTY**

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

**10. PREMIUM**

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

**11. VALIDITY**

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

**12. ALTERATION OF USE OF PROPERTY INSURED**

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

**13. TERRITORIAL LIMITATION**

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

**14. CANCELLATION**

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

**15. FRAUD**

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

**16. MISREPRESENTATION**

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

**17. REPORTING EVENTS TO AUTHORITIES**

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