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**Combined Domestic Policy Wording**



**Version 11/07/2019 policy wording changes.**

We are pleased to provide you with our newly revised policy wording.

Page No	Condition Extension of cover	Current wording	Date Amended	New wording
<b>General Conditions</b>				
<b>New General Condition added from 01/11/2018</b>				
8	<b>17. National Building Regulations / Statutory Requirements</b>	You must comply with all statutory obligations, laws and bylaws, regulations, safety requirements and statutes and regulations thereto imposed for the safety of property or persons.		
<b>General Provisions</b>				
5	<b>2. THE EXCESS</b>	Unless specifically provided to the contrary the amount payable under any section is reduced by the amount of any excess applicable to an insured event under that section or to the policy as a whole.	<b>May-19</b>	<b>2. FIRST AMOUNT PAYABLE/EXCESS</b> The insured is responsible for the first amount payable/ excess under each section of the policy as noted in the schedule or wording, however we will only apply the highest first amount payable per section in the event of a claim where more than one first amount payable applies. This does not apply to: <ul style="list-style-type: none"> <li>(i) Any voluntary excess selected by the insured for which he is receiving a discount in premium.</li> <li>(ii) Any compulsory first amount payable which has specifically been imposed on an item or section by Insurers.</li> </ul>
<b>Houseowners Section</b>				
11	<b>B Optional (if stated to be included in the schedule) Subsidence and Landslip (v)</b>	the first amount payable as stated in the schedule for any loss or damage	<b>Apr-19</b>	the first amount payable of 10% of any loss or damage calculated with a minimum of R 10 000 and R1 000 in any action suit or other proceedings.
	<b>Conditions</b>	<b>New conditions 6 &amp; 7 added</b>	<b>Mar-19</b>	
10	<b>6 - Veldfire excess</b>	The first amount payable (excess) in the event of a veldfire claim, will be 2.5% of the claim per event.		
10	<b>7 - Unoccupancy Excess</b>	The first amount payable (excess) in the event of a claim occurring whilst the premises is unoccupied will be 10% of claim with a minimum of R 5 000.00 and a maximum of R 100 000 per event. <b>It is hereby noted and agreed that this excess will not apply in the event of a loss as a result of fire, lightning, explosion and earthquake</b>		
10	<b>6 - Medical Expenses has been replaced by Emergency services</b>	<b>Up to R10 000 for expenses reasonably incurred:</b> (i) following accidental injury to any person other than the insured caused by a domestic animal owned by the Insured or by a defect in the Building situate at the address stated; (ii) following accidental injury to any domestic employee arising from his employment by the insured. (iii) for a trauma related medical expenses in respect of Psychological treatment for the insured as defined under General Condition 1(a).		
<b>Household Contents Section</b>				
	<b>Conditions</b>	<b>New conditions 9 &amp; 10 added</b>	<b>Mar-19</b>	
14	<b>9 - Veldfire excess</b>	The first amount payable (excess) in the event of a veldfire claim, will be 2.5% of the claim per event. The first amount payable (excess) in the event of a veldfire claim, will be 10% of the claim per event.		

15	7 - Medical Expenses and 8 - Trauma Expenses, has been replaced by Emergency services	<p><b>Up to R10 000 for expenses reasonably incurred:</b></p> <p>(i) following accidental injury to any person other than the insured caused by a domestic</p> <p>(ii) following accidental injury to any domestic employee arising from his employment by the</p> <p>(iii) for a trauma related medical expenses in respect of Psychological treatment for the insured as defined under General Condition 1(a).</p>
14	10 - Unoccupancy Excess	The first amount payable (excess) in the event of a claim occurring whilst the premises is unoccupied will be 10% of claim with a minimum of R 5 000.00 and a maximum of R 100 000 per event. The excess will be waived if a burglar alarm condition (where applicable) is adhered to in the event of a claim. <b>It is hereby noted and agreed that this excess will not apply in the event of a loss as a result of fire, lightning, explosion and earthquake</b>
<b>Motor Section</b>		
24	<b>New exclusion added from 19/07/2018</b>	
	<p>Special Exception to cover</p> <p>(viii) Loss or damage caused by:</p> <p style="padding-left: 40px;">(a) vermin, rats, insects or termites;</p> <p style="padding-left: 40px;">(b) scratching, biting, chewing, tearing or soiling by domestic pets.</p>	
<b>PERSONAL ALL RISKS SECTION</b>		
<b>The following excesses have been increased</b>		<b>Oct-18</b>
Unspecified all risks excess has been increased from R 250 per claim to R 500 per claim		
Car Audio Equipment and GPS Navigators excess has been increased from R 250 per claim to R 500 per claim		
Cellular Phones excess has been increased from R 350 per claim to R 500 per claim		



## INDEX

General Exceptions Provisions & Conditions	2
Houseowners	9
Householders	13
Personal All Risks	18
Motor	21
Extended Personal Legal Liability	31
Pleasure Craft	33
Fire Sasria	37
Motor Sasria	39
Thatch Assist	42
<b>Thatch Assist Emergency Number</b>	<b>44</b>



## GENERAL EXCEPTIONS PROVISIONS & CONDITIONS

### Insuring Clause

Subject to the terms, exceptions **and** conditions (*precedent or otherwise*) and in consideration of and conditional upon, the prior payment of the premium by or on behalf of the insured and receipt thereof by or on behalf of **Compass Insurance Limited** (the Company), **the Company** agrees to indemnify or compensate the insured by payment or, at the option of the Company, by replacement, reinstatement or repair in respect of the defined events occurring during the period of insurance and as otherwise provided under the within sections up to the sums insured, limits of indemnity or compensation and other amounts specified.

Specific exceptions, conditions and provisions shall override general exceptions, conditions and provisions.

### GENERAL EXCEPTIONS

#### 1 War, riot and terrorism

- (A) This policy does not cover loss of or damage to property related to or caused by:
- (i) civil commotion, labour disturbances, riot, strike, lockout or public disorder or act or activity which is calculated or directed to bring any of the afore going;
  - (ii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
  - (iii) (a) mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege:  
(b) insurrection, rebellion or revolution;
  - (iv) 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;
  - (v) 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;
  - (vi) Any attempt to perform any act referred to in clause (iv) or (v) above;
  - (vii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause A (i), (ii), (iii), (iv), (v) or (vi) above.

If the company alleges that, by reason of clause A (i), (ii), (iii), (iv), (v) or (vi) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall 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 would 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 the General exception 1(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 1(C) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the insured.

## 2 Nuclear

Except as regards the Fidelity, Stated Benefits and Group Personal Accident sections, 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 exception only, combustion shall include any self-sustaining process of nuclear fission.

## 3 Computer losses

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

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, 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 there from;
- 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 the incapacity or failure of any computer, correctly or at all:

- i) to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date, or
- ii) to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such date, or
- ii) 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 harmful or otherwise unauthorised code or instruction including a Trojan horse, time or logic bomb or worm or any other destructive or disruptive code, media or programme or interference.

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

### **Special Extension to General Exception 3**

- 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 Glass, Employer's Liability, Stated Benefits, Group Personal Accident or Motor section is not excluded by this General Exception.

The special perils that are not excluded for the purpose of this special extension are damage caused by:

- 1 storm, wind, water, hail or snow excluding damage to property
  - a) arising from its undergoing any process necessarily involving the use or application of water;
  - b) caused by tidal wave originating from earthquake or volcanic eruption;
  - c) in the underground workings of any mine
  - d) in the open (other than buildings structures and plant designed to unless so described and exist or operate the open); unless so described and specifically insured as a separate item
  - e) in any structure not completely roofed; a separate item
  - f) being retaining walls;

- 2 aircraft and other aerial devices or articles dropped there from;
- 3 impact by animals, trees, aerals, satellite dishes or vehicles excluding damage to such animals, trees, aerals, satellite dishes or vehicles or property in or on such vehicles.

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

- B) General exception 3 also does not apply to consequential loss as insured by any Business Interruption indemnity provided by this policy to the extent that such consequential loss results from damage to insured property by the perils referred to in Special Extension A above.
- C) This Special extension will not insure any loss destruction, damage or consequential loss if it would not have been insured in the absence of this Computer Losses General exception and this Special extension.
- D) This Special extension shall not apply to any Public Liability indemnity.

#### 4 Consequential Loss or Damage

This policy does not cover loss, damage or liability directly or indirectly caused by or related to or in consequence of consequential loss of any description, or delay.

#### 5 General Exclusions

This policy does not cover loss, damage or liability directly or indirectly caused by or related to or in consequence of earthquake, whether caused by mining operations or otherwise, subterranean fire, volcanic eruption or other convulsion of nature, subsidence or landslip unless otherwise stated in a section.

#### 6 Asbestos exclusion

*[applicable to the Public Liability and Employers Liability sections and Subsection D (Liability) of the Buildings Combined Section]*

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision which would otherwise override general exception, this policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.

#### 7 Territorial Limits

The policy does not cover loss, damage or liability caused, sustained or incurred outside the Republic of South Africa, Botswana, Lesotho, Namibia, Swaziland, Zimbabwe, Malawi and Mozambique unless otherwise stated in a section.

## GENERAL PROVISIONS

Subject to the provisions of Section 55 of the Short-Term Insurance Act No 53 of 1998 (as amended).

#### 1 CLAIMS PREPARATION COSTS

The insurance by each section of this policy is extended to include costs reasonably incurred by the Insured producing and certifying any particulars or details required in terms of general condition 4 (*claims*) or to substantiate the amount of any claim, up to R10 000 in respect of any particular section.

#### 2 FIRST AMOUNT PAYABLE / EXCESS

The insured is responsible for the first amount payable/ excess under each section of the policy as noted in the schedule or wording, however we will only apply the highest first amount payable per section in the event of a claim where more than one first amount payable applies. This does not apply to:

- (i) Any voluntary excess selected by the insured for which he is receiving a discount in premium
- (ii) Any compulsory first amount payable which has specifically been imposed on an item or section by Insurers.

#### 3 PAYMENTS ON ACCOUNT

Payment on account may be made to the Insured at the discretion of the Company if the payment of the amount recoverable from the Company is delayed pending finalization of a claim.

#### 4 PERIOD OF INSURANCE

Where the expression "twelve consecutive months of insurance (*calculated from the inception of this policy*)" appears in a section it shall be interpreted literally, except where the first or a subsequent period of insurance is for a shorter or longer period than the normal frequency of premium payment to comply with the requirements of the Insured, in which case such shorter or longer period shall be interpreted as being the same duration as the normal frequency for the purposes of the said expression.

#### 5 COLLECTIVE POLICIES

Where more than one Insurance Company or Insurer is stated in the schedule as participating in this insurance the word 'Insurers' is deemed to be substituted for 'Company' wherever it appears in the policy except in the conditions where "the Company" shall mean the leading office on behalf of the Insurers.

The participation of each insurer shall be for the percentage set against its name in the schedule and the liability of each individually shall be limited to that percentage.

In such case this policy becomes a collective insurance.

**6 LIMITATION OF LOSS**

The Company shall not be liable under more than one section of this policy in respect of liability, loss or damage arising from the same happening in respect of the same liability, loss or damage. This does not apply to the Thatch Assist Section of the policy.

**7 INTERPRETATION**

The proposal for insurance, policy wording, policy schedule and all amendments and endorsements must be read as one document and any word or expression given a specific meaning shall have such meaning wherever it appears.

**8 PREMIUM PAYMENT**

The Company shall not be obliged to accept premium tendered to it after inception date or renewal date as the case may be but may do so upon such terms as it, at its sole discretion, may determine.

**9 RIOT AND STRIKE**

Notwithstanding general exception 1 insured event includes loss or damage directly occasioned by or through or in consequence of

- (i) civil commotion, labour disturbances, riot, strike or lockout;
- (ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (i) above;

Provided that the Company shall not be liable for

- (a) loss or damage occurring in the Republic of South Africa or Namibia;
- (b) consequential or indirect loss or damage of any kind or description whatsoever;
- (c) loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
- (d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- (e) loss or damage related to or caused by any occurrence referred to in general exception 1(ii); (iii); (iv); (v) or (vi) or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that by reason of provisos (a), (b), (c), (d) or (e) loss or damage is not covered by this section the burden of proving the contrary shall rest on the Insured.

The Company's liability shall not exceed R50 000 or the amount stated in the schedule, whichever the higher in respect of any one event.

<b>GENERAL CONDITIONS</b>
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Subject to the provisions of Section 55 of the Short-Term Insurance Act No 53 of 1998 (as amended).

**1 DEFINITIONS**

- (a) **Definition of Insured**  
You/your/yours/yourself refers to the person in whose name this policy is issued and their spouse and members of your family who normally reside with you in your capacity as owner/occupier of a private residence and any firm or corporation specifically designated by name as the insured in the policy.
- (b) **Period of Insurance**  
The period for which the Company has received and accepted premium commencing with the effective date stated in the Schedule.

**2 GENERAL**

All benefit under this policy shall be forfeited if:

- (a) *non-disclosure*  
there is a misrepresentation, mis-description or non-disclosure of any material fact particular at any time, whether applying for insurance cover or subsequent to the inception of cover
- (b) *insurable interest*  
the Insured's interest ceases except by will or operation of law unless such alteration has been accepted by the Company
- (c) *increase in risk*  
the risk of accident, loss, damage or liability is increased other than in circumstances for which provision is made
- (d) *breach of warranty*  
the Insured breaches any warranty.



3 **PREVENTION OF LOSS**

The Insured or any person authorized by the Insured shall take all reasonable precautions for the maintenance and safety of insured property and for the prevention of accidents or losses.

4 **CLAIMS**

(a) On the **happening of any** event which may give rise to a claim under this policy, the Insured shall, as soon as possible, and at his own expense (*except as otherwise provided herein*)

- (i) notify the Company and give details of any other insurance covering the same event
- (ii) inform the police of any claim involving theft or loss of property, obtain the police report number and take all practical steps to discover the guilty party and recover the stolen or lost property
- (iii) co-operate with the Company or its nominee in minimizing the resultant loss, damage, injury or liability
- (iv) supply full details of the event in writing supported by such proofs, information and sworn declarations as the Company requires
- (v) forward any notice of claim communication, writ, summons or other legal process connected with the event to the Company.

(b) A claim shall not be payable if

- (i) the Insured makes any admissions, statement, offer, payment or indemnity without the prior written consent of the Company
- (ii) twenty four months (*or such other period as is provided in a section*) has elapsed since the occurrence of the insured event unless the claim is the subject of the Insured's legal liability to third parties or pending legal action
- (iii) it is rejected or a dispute arises in respect of the claim or the quantum thereof and if the insured:
  - a) has not made representations to the Company within Ninety (90) days after the date of receipt of the notice of rejection or dispute, and
  - b) legal action is not commenced within twelve (12) months following the ninety (90) days as noted in (b) (iii) (a) above.

5 **THE COMPANY'S RIGHTS**

On the occurrence of an insured event the Company or its nominee may without incurring any liability or in any way diminishing its rights

- (a) take, enter or keep possession of any damaged insured property and deal with it in any reasonable manner but this condition does not grant the Insured license to abandon any property to the Company whether already in its possession or not
- (b) take legal action in the name of the Insured in respect of any recovery of or contribution to a claim
- (c) take over and conduct in the name of the Insured the defense and settlement of any claim
- (d) discharge its obligations at any time under any section or sub-section providing indemnity for liability to third parties by paying to the Insured the limit of liability of such lesser sum for which the claim can be settled which shall be inclusive of legal fees and other expenses agreed by the Company and incurred prior to the date of payment.

6 **OTHER INSURANCES**

The Company shall not be liable

- (a) to indemnify the Insured for any insured property which is or would, but for the existence of this policy, be insured or be insurable by a marine insurance policy except in respect of any excess beyond the amount that would have been recoverable under such marine insurance policy
- (b)
  - (i) to contribute more than its rate-able proportion where there is another policy in force covering partially or fully an insured event also insured by this policy
  - (ii) when such policy contains any provision excluding it from ranking concurrently with or contributing rateably to this policy for more than such proportion of the loss or damage as the sum insured hereby bears to the value of the insured property and

If such other policy is subject to a condition of average this policy if not already subject to such condition shall also be subject to average.

7 **CANCELLATION**

This policy or any section thereof may be cancelled by the Insured giving immediate notice or the Company giving thirty days' notice in writing to the Insured.

A pro-rata return of premium calculated from the expiry of the period of notice to the expiry of the then current period of insurance will be allowed, if premium was received.

8 **ADJUSTMENT OF PREMIUM**

When the premium for any section or any part thereof is subject to adjustment on declaration, such adjustment shall be made at the expiry of each twelve consecutive months of insurance (*calculated from the inception of this policy*) and the insured shall at all times keep adequate records of the particulars relative to the declaration required and shall make such records available to the Company at the intervals provided for in the section or on request.

9 **REINSTATEMENT OF SUM INSURED (*Not applicable to any section in which it is stated not to be applicable*)**

In consideration of the sum insured in a section not being reduced where appropriate by the amount of any valid claim, the insured shall (if required) pay a pro-rata premium calculated on the amount of the valid claim from the date of reinstatement or replacement (whichever is the later) to the expiry of the period of insurance.

10 **FRAUD**

If any claim under this policy is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this policy or if any loss, damage or liability be occasioned by the willful act or with the connivance of the Insured, all benefit under this policy in respect of such claim shall be forfeited.

11 **JURISDICTION**

This policy is subject to the laws of the Republic of South Africa whose courts shall have the sole jurisdiction to the exclusion of the courts of any other country.

Where payment is to be made to or by the Company it shall be made in the currency of the Republic of South Africa at the Company's head office unless the Company allows otherwise.

12 **LONG TERM AGREEMENT**

When a section is stated to be subject to a long term agreement the following shall apply:

"In consideration of the Company allowing a discount off the premium for the section which is included in the premium, the Insured agrees to continue this section or the appropriate section of any substituted policy for the unexpired portion of the period originally agreed, it being understood that the sum insured may be reduced at any time to correspond with a reduction in value.

General condition 7 is replaced by the following

**7 Cancellation**

This policy or any section thereof may be cancelled by the Company giving thirty days' notice in writing to the Insured.

A pro-rata return of premium from the expiry of the period of notice to the expiry of the then current period of insurance will be allowed, if premium was received.

13 **MONTHLY QUARTERLY AND HALF-YEARLY POLICIES**

When the premiums are stated to be payable "monthly", "quarterly" or "half yearly", they must be received by the Company within 30 days to 45 days from the commencement of the period of insurance to which they relate, failing which the policy shall be deemed to be cancelled (notwithstanding general condition 6) from the expiry of the preceding period of insurance unless the Insured can show that failure to make payment was an error on the part of his bankers or other paying agent.

14 **SECURITY FIRMS**

The Company agrees not to exercise their rights of recourse against a security firm whose employee causes loss or damage if the said security firm is employed by the Insured under a contract in terms of which the Insured may not claim against the security firm.

15 **HOLDING COVERED**

The Company will not reject a claim on which they are holding covered due to the premium not having been agreed.

16 **SCHEDULE SUMS INSURED BLANK**

If, in a schedule of this policy, the sum insured, limit of indemnity or compensation is

- a. left blank or has no monetary amount stipulated against it
- b. reflected as nil or not applicable or not covered or no indemnity extended

the defined event or circumstance shown in the schedule is not insured by the policy.

17 **National Building Regulations / Statutory Requirements**

You must comply with all statutory obligations, laws and bylaws, regulations, safety requirements and statutes and regulations thereto imposed for the safety of property or persons.



## HOUSEOWNERS

### SUB-SECTION A – MATERIAL DAMAGE

#### INSURED EVENT

The Company will at its option repair, replace or pay for loss or accidental damage to the Building.

#### DEFINITIONS

##### Accidental damage

means accidental unforeseen physical loss or damage which includes but is not limited to fire, lightning, power/electrical surge, explosion, earthquake, impact by animals, aircraft, vehicles or their loads, falling trees, or parts thereof, malicious damage, storm, wind, hail, snow, water, theft or attempted theft, oil leaking from any apparatus, bursting leaking or overflowing of pipes, geysers and water apparatus.

##### The Building

means the residence situate at the address stated in the schedule including all ancillary structures such as garages, outbuildings, walls, fences, courts, swimming pools and includes hedges, gates, paved driveways and patios, geysers and the fixtures and fittings which would normally be sold with.

##### Ad fees and costs

includes architects' and other consultant's fees, charges for the demolition and removal of debris from the site of the insured Building and similar expenses necessarily incurred in connection with a claim.

#### CONDITIONS

##### 1 Basis of Indemnity

The sum insured must be equivalent to the estimated rebuilding cost of the Insured Building with new materials and include an allowance for **additional fees and costs**. The Company will pay for a single claim or series of claims, arising from a single occurrence, up to the insured amount of the building. Claims will be settled on the basis of the cost of replacement or repair with new materials without deduction for betterment.

The Insured may request settlement on a cash basis in which event the Company's obligation will not exceed the retail value of the damage of that portion of the Building which is the subject of the claim. If alterations or extensions to the Building are undertaken which will increase its replacement value, it is important that you advise the Company as soon as the alterations or extensions are completed, so that the sum insured of the Building can be suitably increased.

##### 2 Average

Should the rebuilding cost of the Building with new materials, inclusive an allowance for **additional fees and costs**, be more than the amount for which it is insured at the time of the loss or damage, the Insured will be considered as his/her own insurer for the difference and he/she shall bear a proportional share of the loss or damage accordingly.

This condition applies separately to each item in the schedule.

##### 3 Tenants

If the action of a mortgagor/tenant/sub-tenant of the Building increases the risk without the mortgagee's/Insured's knowledge, the cover will not be affected.

##### 4 Interests of the Mortgagee

The Interests of the mortgagee have priority over the interest of the Insured, but are limited to the outstanding amount of the bond. These interests will not be invalidated by any act or omission of the mortgagor or owner of the buildings, provided that the act or omission takes place without the knowledge of the mortgagee.

##### 5 Excess Waiver for Pensioners and Policy Holders 55 years and older

The first amounts payable (excess) will be waived on any claim under the policy where:

- (i) The insured is noted as a Pensioner
- (ii) The age of the insured is 55 years and older

This excess waiver does not apply to:

- (i) Any voluntary excess selected by the insured for which he is receiving a discount in premium
- (ii) Any compulsory first amount payable which has specifically been imposed on an item or section by Insurers.

The above is subject to Thatch Risk Acceptances receiving documentary proof thereof in the form of a copy of a legible South African Identity Document or Passport.

6. **VELDFIRE EXCESS**

The first amount payable (excess) in the event of a veldfire claim, will be **2.5% of the claim per event**.

7. **UNOCCUPANCY EXCESS (If stated to be included in the policy schedule)**

The first amount payable (excess) in the event of a claim occurring whilst the premises is unoccupied, will be **10% of claim with a minimum of R 5 000.00 and maximum of R 100 000 per event**.

It is hereby noted and agreed that this excess will not apply in the event of a loss as a result of fire, lightning, explosion and earthquake.

**SPECIFIC EXCEPTIONS TO COVER:**

This section does not cover:

- 1 loss or damage caused by
  - (i) storm, wind, water, hail, snow and flood damage to hedges and retaining walls;
  - (ii) theft by any tenant or sub-tenant (or by family or servants of such tenant or sub-tenant);
  - (iii) vermin, insects, termites, scratching, denting, chipping, de-facing, damp or the process of cleaning, dyeing and bleaching;
  - (iv) scratching, biting, chewing, tearing or soiling by domestic pets;
  - (v) roots or weeds to underground pipes, tennis courts or driveways;
  - (vi) gradually operating causes such as, but not restricted to wear and tear, rust, mildew, corrosion, damp, wet or dry rot;
  - (vii) cracking of the Building, but excluding accidental breakage of fixed glass and fixed sanitary ware;
  - (viii) subsidence and landslip unless stated to be covered in the schedule;
  - (ix) altering, repairing, restoring or renovation, unroofed or partially roofed buildings including cover for building materials, fixtures, fittings and improvements which you own or for which you are responsible.
  - (x) mechanical or electrical breakdown or derangement unless stated in the Extensions of Cover and/or the schedule to be covered.

**EXTENSIONS OF COVER**

**A In addition the Company will pay:**

- 1 **Additional Charges**  
Charges levied by an authorized body for fire brigade and similar charges in connection with an Insured event.
- 2 **Rent Receivable**  
Up to 25 per cent of the sum Insured for rent receivable if the Building is made uninhabitable as a result of an insured event. Payment will not be made for longer than the period required to make the Building habitable.
- 3 **Watchmen**  
Up to R10 000 for costs reasonably incurred in employing watchmen following an insured event given rise to a valid claim.
- 4 **Vandalism**  
Up to R 5000 for vandalism to the insured building(s) noted to be included on the policy schedule.
- 5 **Mechanical or electrical breakdown or derangement**  
Up to R 5000 or the sum insured stated in the schedule, less the first amount payable, for Mechanical or electrical breakdown or derangement for swimming pool pumps, borehole pumps, jacuzzi machinery, electrical doors or gates.
- 6 **Emergency Expenses**  
Up to R10 000 for expenses reasonably incurred:
  - (i) following accidental injury to any person other than the insured caused by a domestic animal owned by the Insured or by a defect in the Building situate at the address stated;
  - (ii) following accidental injury to any domestic employee arising from his employment by the insured.
  - (iii) for a trauma related medical expenses in respect of Psychological treatment for the insured as defined under General Condition 1(a).
- 7 **Shelter for Domestic Pets**  
Up to R5000 for cost incurred in placing domestic pets owned by the insured, as defined under General Condition 1(a), in a shelter following the total destruction of the insured building(s) by fire.
- 8 **Loss of water**  
Up to R5 000 for additional charges levied by the supply authority for water lost through bursting or leaking (corrosion of pipes included) of the main water supply pipes between the supplier's meter and the building.

The additional amount shall be the amount by which the account submitted by the supply authority for the period (*not exceeding three months*) during which the loss occurred, exceeds the average account payable for water for the previous six months.

**9 Keys and Locks**

Up to R5 000 for the cost of replacing locks/electronic locks/keys, remote alarm or security controllers and if necessary, the programming of any coded alarm / electronic lock / security device following the disappearance of any keys or remote controller or following upon the Insured having reason to believe that an unauthorized person may be in possession of a duplicate key, remote alarm or electronic security controller in respect of the residence at the address stated in the schedule

**10 Gardens and Water features**

The Company will pay up to R10 000 for costs incurred by the insured in restoring damaged landscaped gardens and water features following damage by fire, fire-fighting operations, explosion, impact by vehicles, aircraft or other aerial devices and articles dropped from them or any act committed by one with the intention of causing loss or damage.

**11 Removal of fallen trees**

The Company will pay up to R10 000 for costs incurred for the removal of fallen trees from the residence stated to be included on the schedule following an Insured event.

**12 Structural alterations to your residence**

The Company will compensate you up to R100,000 for necessary and reasonable costs following structural alterations to facilitate access to the residence, stated to be included in the schedule, as a result of an accident and disease which causes bodily injury and leaves you permanently disabled and wheelchair bound.

**B Optional (if stated to be included in the schedule)**

**1 Subsidence and Landslip**

It is hereby declared and agreed that Subsidence and Landslip cover is included in terms of this section of the policy if stated in the schedule to apply. Notwithstanding general exception 5 the insured event includes loss or damage to the insured property due to subsidence or landslip provided the Company shall not be liable for

- (i) loss or damage to drains, water courses, boundary, garden, dam or retaining walls, gates, posts, or fences
- (ii) loss or damage due to faulty design or construction or the removal or weakening of support to any insured building.
- (iii) loss or damage caused by workmen engaging in making structural alterations additions or repairs to the insured building.
- (iv) loss or damage due to excavations on or under land except in the course of mining operations
- (v) the first amount payable of 10% of any loss or damage calculated with a minimum of R 10 000 and R1 000 in any action suit or other proceedings

Where the Company alleges that by reason of these provisions loss or damage is not covered by this memorandum the burden of proving the contrary shall rest on the Insured. Each item insured shall be separately subject to this condition.

**SUB-SECTION B – LIABILITY**

**INSURED EVENTS**

**Accidental**

- (a) death of or bodily injury (*including illness*) to any person who is not normally resident in the Building and which does not arise out of or in the course of his employment with the Insured;
- (b) loss of or physical damage to tangible property not belonging to or in the custody and control of a person normally resident in the building;
- (c) caused in or about the Building by the negligence of the Insured or of his domestic servants which results in the Insured becoming legally liable to pay damages.

**INDEMNITY**

The limit of the Company's liability for any one accident or series of accidents with one original cause or source inclusive of legal costs recovered by a claimant from the Insured and all other costs and expenses incurred with its written consent is R10 000 000.

In the event of the Company being required to indemnify more than one person, the limit of liability shall apply in the aggregate to all persons being indemnified and in priority to the Insured or in the event of his death, to his legal personal representative.

**EXTENSIONS OF COVER**

**1. Indemnity to tenants**

We will indemnify the insured up to the sum insured stated in the policy schedule for any one accident or series of accidents arising out of one event in respect of accidental death of or bodily injury (*including illness*) to any tenant and loss of or physical damage to any property belonging to the tenant or in the custody and control of the tenant caused in or about the building by the negligence of the Insured which results in the Insured becoming legally liable to pay damages. We will indemnify the insured up to the sum insured stated in the policy schedule for any one accident or series of accidents arising out of one event. Liability accepted by agreement which would not have attached in the absence of the agreement is excluded.

#### **SPECIFIC EXCEPTIONS**

This sub-section does not cover:

- (a) the Insured's business or occupation (*other than as owner of the building*);
- (b) the ownership, possession or use by or on behalf of the Insured of any locomotive, rolling stock, airborne craft, watercraft, power assisted cycle, mechanically propelled vehicle of any kind (*other than garden implements*) trailers or animals (*other than cats, dogs or horses*);
- (c) liability assumed under agreements unless liability would have attached to the Insured notwithstanding such agreement;
- (d) liability arising from or connected with seepage, pollution or contamination or any costs in connection with nullifying or cleaning up seeping, polluting or contaminating substances unless caused by a sudden unintended and unforeseen happening unconnected with any gradually operating cause;
- (e) fines, penalties, punitive, exemplary or vindictive damages;
- (f) compensation for damages or costs and expenses of litigation recovered by any claimant from the Insured in respect of judgments delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and Swaziland.



## HOUSEHOLDERS SECTION

### SUB-SECTION A – MATERIAL DAMAGE

#### INSURED EVENTS

Loss or damage to

- (a) the Insured's movable personal property (*excluding such property more specifically insured elsewhere under the policy*);
- (b) the Insured's movable business office contents (*under-Insurance is not applicable*)

by accidental damage whilst contained in any building.

#### DEFINITIONS

**Accidental damage** means accidental unforeseen physical loss or damage which includes but is not limited to fire, lightning, power/electrical surge, explosion, earthquake, impact by animals, aircraft, vehicles or their loads, falling trees, or parts thereof, malicious damage, storm, wind, hail, snow, water, theft or attempted theft, oil leaking from any apparatus, bursting leaking or overflowing of pipes, geysers and water apparatus.

**Movable personal property** excludes:

- (i) aircraft, watercraft, motor vehicles or their fitted accessories (*other than garden implements*) trailers, caravans including their contents and fitted accessories, animals, livestock, trade goods, tools of trade, stock or landlord's fixtures and fittings;
- (ii) money, documents or negotiable securities for more than R1 000 in any one claim.

#### CONDITIONS

**1 Basis of Indemnity**

The sum insured must be equivalent to the current new replacement cost of the Insured's movable personal property. The Company will pay for a single claim or series of claims, arising from a single occurrence, up to the insured amount of the contents. Claims will be settled on the basis of the cost of replacing such property with new property of the same kind or type or similar new property to that lost or damaged at the date of the insured event.

**2 Average**

Should the new replacement cost of the Insured's movable personal property be more than the amount for which it is insured at the time of the loss or damage, the Company's liability will be limited to the proportion that the sum insured bears to the actual cost of replacing the total of such property.

This condition applies separately to each item in the schedule.

**3 Limitation of Cover**

**(a) Valuables**

The cover available for furs, precious and semi-precious metals and stones and articles manufactured therefrom **is limited to one third of the sum insured in total**. We will not pay more than R20 000 for any watch or article of jewelry unless a valuation dated prior to the loss is submitted.

**(b) Business Office Contents**

The Company's liability in respect of business office contents is limited to R50 000 per any one event.

**4 Excess Waiver for Pensioners and Policy Holders 55 years and older**

The first amounts payable (excess) will be waived on any claim under the policy where:

- (i) The insured is noted as a Pensioner
- (ii) The age of the insured is 55 years and older

This excess waiver does not apply to:

- (i) Any voluntary excess selected by the insured for which he is receiving a discount in premium
- (ii) Any compulsory first amount payable which has specifically been imposed on an item or section by Insurers.

The above is subject to Thatch Risk Acceptances receiving documentary proof thereof in the form of a copy of a legible South African Identity Document or Passport.

5 **BURGLAR ALARM CONDITION (A) (If stated in the schedule to apply)**

It is hereby declared and agreed that notwithstanding anything contained in the policy, that moveable personal property is not covered against theft or any attempt thereat unless the alarm installed in the residence is maintained in an efficient condition and is switched on and whilst the residence is unattended.

6 **BURGLAR ALARM CONDITION (B) (If stated in the schedule to apply)**

It is hereby declared and agreed that notwithstanding anything contained in the policy, that moveable personal property is not covered against theft or any attempt thereat unless the alarm installed in the residence is:

- i) maintained in an efficient condition
- ii) switched on and operative whilst the residence is unattended.
- iii) linked to a control room and armed response company

7 **BURGLAR BARS & SECURITY GATES (If stated in the schedule to apply)**

It is hereby declared and agreed that notwithstanding anything contained in the policy, loss or damage by theft or attempted theft resulting from entry to the building through any window or Louvre which can be opened and which is not protected by burglar proofing, as well as any external glass door which is not protected by a security gate, is not covered.

8 **FORCIBLE & VIOLENT ENTRY AND/OR EXIT WHILST THE PREMISES IS UNOCCUPIED. (If stated in the schedule to apply)**

Theft or attempted theft is not covered unless accompanied by forcible and violent entry into or out of the building(s) whilst the premises are unoccupied at the time of the loss.

9. **VELDFIRE EXCESS**

The first amount payable (excess) in the event of a veldfire claim, will be **2.5% of the claim per event**.

10. **UNOCCUPANCY EXCESS (If stated to be included in the policy schedule)**

The first amount payable (excess) in the event of a claim occurring whilst the premises is unoccupied will be **10% of claim with a minimum of R 5 000.00 and maximum of R 100 000 per event**. The excess will be waived if a burglar alarm condition (where applicable) is adhered to in the event of a claim.

It is hereby noted and agreed that this excess will not apply in the event of a loss as a result of fire, lightning, explosion and earthquake.

**SPECIFIC EXCEPTIONS TO COVER**

This section does not cover:

1 **theft or attempted theft**

- (i) if such theft is money unless the theft is accompanied by visible forcible entry into or exit from the premises or by violence or threat of violence to the Insured.
- (ii) if such theft is in any other premises unless the theft is accompanied by visible forcible entry into or exit from the premises or by violence or threat of violence to the Insured.
- (iii) more than 50% (Fifty Percent) of the sum insured for theft by any tenant or sub-tenant (*or family or servants of such tenant or sub-tenant*);

2 **loss or damage caused by:**

- (i) vermin, insects, termites, scratching, denting, chipping, defacing, damp or the process of cleaning, dyeing and bleaching;
- (ii) scratching, biting, chewing, tearing or soiling by domestic pets;
- (iii) gradually operating causes such as but not restricted to wear and tear, rust, mildew, corrosion, damp, wet or dry rot;
- (iv) mechanical or electrical breakdown or derangement unless stated in the Extensions of Cover and/or the schedule to be covered.
- (v) altering, repairing, restoring or renovation, unroofed or partially roofed buildings including cover for building materials, fixtures, fittings and improvements which you own or for which you are responsible.

**EXTENSIONS OF COVER**

**In addition, the Company will pay:**

1 **Additional Charges**

Fire brigade and similar charges levied in connection with an insured event.



- 2 **Movable personal property in vehicles**  
Loss or damage to Movable Personal Property up to R5 000 while in any motor vehicle **excluding** money, documents and negotiable securities.
- 3 **Credit Cards**  
Up to R5 000 for which the Insured is liable following the loss of his credit, charge, debit or similar card provided he complies with the conditions under which the card was issued. The cover for this extension is worldwide.
- 4 **Death**  
R10 000 if the Insured is injured by fire or thieves and dies within twelve months as a result of such injury.
- 5 **Deterioration of Foodstuffs**  
Up to 2 per cent of the sum insured, for accidental deterioration of foodstuffs from any cause except the deliberate withholding of power by a supply authority.
- 6 **Keys and Locks**  
Up to R5 000 for the cost of replacing locks/electronic locks/keys, remote alarm or security controllers and if necessary, the programming of any coded alarm / electronic lock / security device following the disappearance of any keys or remote controller or following upon the Insured having reason to believe that an unauthorized person may be in possession of a duplicate key, remote alarm or electronic security controller in respect of the residence at the address stated in the schedule or any motor vehicle, trailer or caravan owned by the insured.
- 7 **Emergency Expenses**  
Up to R10 000 for expenses reasonably incurred:
- (i) following accidental injury to any person other than the insured caused by a domestic animal owned by the Insured or by a defect in the Building situate at the address stated;
  - (ii) following accidental injury to any domestic employee arising from his employment by the insured.
  - (iii) for a trauma related medical expenses in respect of Psychological treatment for the insured as defined under General Condition 1(a).
- 9 **Property of guests and domestic employees**  
Up to R5 000 for any one person in respect of movable, personal property belonging to guests, visitors or domestic employees, lost or damaged by an insured event but theft or attempted theft of domestic employees' movable personal property must be accompanied by forcible and violent entry.
- 10 **Property in the open**
- (i) Up to the sum insured for movable, personal property lost or damaged by fire, lightning or explosion.
  - (ii) Up to R15 000 for theft of personal property while in the open at the address stated in the schedule.
- 11 **Property in transit**  
Up to the sum insured for loss or damage to movable personal property not otherwise insured while being in transit because the insured is making a permanent change of address or while being taken to or from any bank safe deposit or furniture depository. A first amount payable of 5% of the claim minimum R1,000 will apply.
- 12 **Loss of water**  
Up to R5 000 for additional charges levied by the supply authority for water lost through bursting or leaking (*corrosion of pipes included*) of the main water supply pipes between the supplier's meter and the building. The additional amount shall be the amount by which the account submitted by the supply authority for the period (*not exceeding three months*) during which the loss occurred, exceeds the average account payable for water for the previous six months.
- 13 **Rent**  
Up to 25 percent of the sum insured for rent payable or the cost of alternative accommodation, if the insured's residence is made uninhabitable as a result of a valid claim. The definition of insured is extended to include a Domestic Person(s) in the insured's employ and who permanently resides on the insured premises. Payment will not be made for longer than the period required to make the residence habitable.
- 14 **Veterinary Expenses**  
Up to R10 000 for veterinary expenses incurred following a road accident involving a domestic pet owned by the insured.
- 15 **Shelter for Domestic Pets**  
Up to R5 000 for cost incurred in placing domestic pet/s owned by the insured in a shelter following the total destruction of the insured's building by fire.
- 16 **Horses and Koi Fish**  
The Company will pay up to R3 000 for any one event for death or injury to horses or koi fish directly resulting from fire, lightning, thunderbolt, explosion, earthquake, theft, aircraft (*or articles falling from aircraft*), storm, tempest, flood, impact by vehicles or any act committed by anyone with the intention of causing such death or injury.
- 17 **Watchmen**  
Up to R10 000 for costs reasonably incurred in employing watchmen following an event giving rise to a valid claim.

**18 Gardens and Water features**

The Company will pay up to R10 000 for costs incurred by the insured in restoring damaged landscaped gardens and water features following damage by fire, fire-fighting operations, explosion, impact by vehicles, aircraft or other aerial devices and articles dropped from them or any act committed by one with the intention of causing loss or damage.

**19 Electrical Equipment**

The Company will pay up to R5 000 for any one event following loss or damage by any cause to swimming pool pumps, borehole pumps, Jacuzzi machinery, electrical doors and gates.

**20 Household Appliances - Electrical and/or Mechanical Breakdown** (If stated in the schedule to be included)

The company will at its option by payment, repair or replacement, indemnify you for sudden mechanical or electrical breakdown of household appliances in the private residence stated to be included under the Household Contents Section of the policy.

We will not be liable for:

- (a) more than the sum insured stated in the policy schedule less the first amount payable of R350 per claim.
- (b) Loss or damage
  - (i) arising from neglect or misuse;
  - (ii) occurring during the currency of a manufacturer's guarantee unless a claim is first made against the guarantor;
  - (iii) gradual operating causes such as, but not restricted to, rust, mildew, corrosion, damp, vermin, dry rot wear and tear.

<b>SUB-SECTION B – LIABILITY</b>
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**INSURED EVENT**

**1 Accidental**

- (a) death of or bodily injury (*including illness*) to any person who is not normally resident in the Building.
- (b) loss or physical damage to tangible property not belonging to or in the custody and control of a person normally resident in the Building by the negligence of the Insured or of his domestic servants which results in the Insured becoming legally liable to pay damages.

caused anywhere in the world (*notwithstanding general exception 7.*)

**2 Damage by an insured peril to the Building, landlord's fixtures and fittings, oil and water tanks or to the water, sewerage, gas, electricity, telephone or television connections between the Building and the public or mains supply points for which the Insured becomes legally liable as a tenant.**

**INDEMNITY**

The limit of the Company's liability under any or all of the insured events for any one insured event or series of insured events with one original cause or source, inclusive of legal costs recovered by any claimant from the Insured and all other costs and expenses incurred with its written consent is R10 000 000.

In the event of the Company being required to indemnify more than one person the limit of liability shall apply in the aggregate to all persons being indemnified and in priority to the Insured or in the event of his death, to his legal personal representative.

**SPECIFIC EXCEPTIONS TO COVER**

This sub-section does not cover:

- (a) the Insured's business or occupation (*except as provided in insured event 3*);
- (b) the ownership or occupation of land or building(s)
- (c) the ownership, possession or use (*other than as a passenger having no right of control*) of any airborne craft (*other than model aircraft*), watercraft (*except non-power driven craft used on inland or coastal waters*), power assisted cycle, mechanically propelled vehicle of any kind (*other than garden implements or golf caddy carts*), trailers, caravans or animals (*other than cats, dogs or horses*);
- (d) liability assumed under agreement unless liability would have attached to the Insured notwithstanding such agreement;
- (e) liability arising from or connected with seepage, pollution or contamination or any costs in connection with nullifying or cleaning up, seeping, polluting or contaminating substances unless caused by a sudden unintended and unforeseen happening unconnected with any gradually operating cause;
- (f) fines, penalties, punitive, exemplary or vindictive damages;
- (g) compensation for damages or costs and expenses of litigation recovered by any claimant from the Insured in respect of judgments delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and Swaziland;
- (h) any liability falling within the scope of any form of motor insurance or which is compulsorily insurable under any legislation governing the use of motor vehicles notwithstanding that no such insurance is in force or has been effected.

## EXTENSIONS OF COVER

### 1 **Tenant's liability**

When the Insured occupies a residence which does not belong to him, this section includes his legal liability (*other than any liability arising from an agreement with the landlord unless such liability would have attached in the absence of such agreement*) for loss or damage to the building and its service connections to utilities which due to his negligence is caused by or arises from:

- (i) fire or explosion;
- (ii) (a) storm, wind, hail, snow or water;  
(b) theft or attempted theft  
**unless** the residence is unoccupied;
- (iii) accidental breakage of fixed glass or sanitary ware.

### 2 **Employer's Liability**

When the Insured employs a domestic employee, this section includes his legal liability for death or bodily injury to such employee or damage to his property arising out of and in the course of such employment but not arising out of or connected with industrial diseases of the lungs unless arising from a sudden and unforeseen cause.

### 3. **Security Firm Liability**

If in terms of a contract with a security firm engaged to protect the Insured's property at the address stated in the schedule, the Insured becomes legally liable for negligent acts of employees of such firm in the course of their employment by the Insured, then this section includes such legal liability to the extent that indemnity would have been granted had the said employees been under a contract of service to the Insured and not the security firm. If at the time of an occurrence giving rise to a claim, the security firm is entitled to indemnity under any other policy in respect of the same event, the Company shall not be liable to make any payment except in respect of any amount above the amount payable under such other policy.

### 4 **Wrongful Arrest**

Up to R100 000 for all damages that the Insured is legally liable to pay arising from the wrongful arrest or search of any person.

### 5 **Hole-in-One or Full-House**

The Company will pay up to R5 000 if the insured hits a hole-in-one in golf or scores a full-house in bowls on a golf course or bowling-green affiliated to a provincial union.

The hole-in-one or full-house must be achieved whilst playing in terms of the recognized rules of the specific game and the hole-in-one or full-house must be confirmed in writing by the secretary of the club.



## PERSONAL ALL RISKS SECTION

### MATERIAL DAMAGE

#### INSURED EVENT

Accidental physical loss of or damage to the insured property.

#### DEFINITIONS

**Insured Property** Any property specified in the schedule belonging to the Insured or held by him in trust or on commission for which he is responsible.

**Unspecified All Risk** Wearing Apparel, sports equipment and personal effects designed to be worn on or carried by the person, but limited to 20% per item of the total sum insured of unspecified all risks and excluding pedal cycles, items used for business/professional purposes, car sound equipment, portable electronic equipment such as but not limited to cell phones, laptops, notebooks, tablets and i-pads.

#### CONDITIONS

- 1 **Basis of Indemnity**  
The Company at its option may repair or replace the property or pay the current replacement cost of the property up to the amount of the sum insured.
- 2 **Earthquake**  
General exception 5 is deleted.
- 3 **Disposal of Salvage**  
The Company agrees not to sell or dispose of any property which is the subject of a claim without giving the Insured the option to repurchase it at the greater of its intrinsic and market value but this clause does not give the Insured license to abandon property to the Company.
- 4 **Stamp Collections**  
The Insured shall maintain an inventory of the stamp collections which must be stored in an entirely different location from where the collections are held. The Company's liability shall not exceed R500 on any one stamp nor more than 75% of the value printed in an authoritative current catalogue approved by the South African Philatelic Dealers Association.
- 5 **Coin Collections**  
The Company shall not be liable for more than R500 on any one item. Coins in current circulation and usage are excluded.
- 6 **Car Radios**  
If sound reproduction equipment fitted in a motor vehicle is specified, special exception (c) does not apply.
- 7 **Pairs and Sets**  
If an article which is lost or damaged was part of a pair or set, the Company will not pay more for the article than its proportionate value in relation to the total value of the pair or set.
- 8 **Safe Deposit**  
Where a lower premium has been charged by the Company for items described in the schedule as being deposited in a bank the insurance under this section shall apply only while such item(s) is/are contained in a bank safe deposit.
- 9 **Excess Waiver for Pensioners and Policy Holders 55 years and older**  
The first amounts payable (excess) will be waived on any claim under the policy where:
  - (i) The insured is noted as a Pensioner
  - (ii) The age of the insured is 55 years and olderThis excess waiver does not apply to:
  - (i) Any voluntary excess selected by the insured for which he is receiving a discount in premium
  - (ii) Any compulsory first amount payable which has specifically been imposed on an item or section by Insurers.

The above is subject to Thatch Risk Acceptances receiving documentary proof thereof in the form of a copy of a legible South African Identity Document or Passport.

**10 Jewellery Specified Items**

It is a condition of this section notwithstanding the sum insured stated on the policy schedule, that the Company will not pay more than a maximum limit of R20 000 per item, unless a valuation certificate issued prior to the date of a loss occurring, is provided to the Company.

**SPECIFIC EXCEPTIONS TO COVER**

The Company shall not be liable for:

- (a) the amount of any excess stated in the schedule unless the insured event arises from fire, lightning or explosion;
- (b) loss or damage caused by or resulting from
  - (i) wear and tear, maintenance, depreciation, deterioration or other gradually operating cause;
  - (ii) the process of cleaning, dyeing, bleaching, alteration, repair or restoration;
  - (iii) mechanical, electrical or electronic breakdown, failure, breakage or derangement unless caused by an accident or misfortune not otherwise excluded;
  - (iv) confiscation, detention, requisition or nationalization whether by customs or other authority;
  - (v) inherent vice or defect, vermin, insects, termites, mildew, damp, corrosion, oxidation or rust;
- (c) more than a limit of R 5,000 in respect of theft from an unattended vehicle; unless the property is concealed in a locked boot or compartment forming part of a locked vehicle and there is forcible and violent entry to the vehicle;
- (d) loss of or damage to
  - (i) bank and currency notes, travelers and other cheques, money and postal, unused current postage revenue and holiday post, stamp, credit card slips and other documents, certificates or instruments of a negotiable nature or business books;
  - (ii) contact lenses (unless specifically insured);
  - (iii) firearms, caused by rusting, bursting or derangement;
  - (iv) insured property consigned under a bill of lading or in the custody of professional carriers.
- (e) loss or damage to drones and similar devices whilst in use.

**EXTENSIONS OF COVER**

**1 Territorial Limits**

Notwithstanding the territorial limits stated in general exception 7 the territorial limits for this section are worldwide.

**2 Fire Extinguishing Charges**

In addition to any amount paid as a result of the insured event the Company will pay any charges incurred for which the Insured is legally liable in extinguishing or fighting of fire and the insured property was in danger from the fire.

**3 Riot and Strike (If stated in the schedule to apply)**

Notwithstanding general exception 1, insured event includes physical loss or physical damage directly occasioned by or through or in consequence of:

- (i) civil commotion, labour disturbances, riot, strike or lock-out;
- (ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (i) above;

provided that the Company shall not be liable for

- (a) loss or damage occurring in the Republic of South Africa or Namibia;
- (b) consequential or indirect loss or damage of any kind or description whatsoever;
- (c) loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
- (d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- (e) loss or damage related to or caused by any occurrence referred to in general exception 1(ii), (iii), (iv), (v) or (vi) or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that by reason of provisos (a), (b), (c), (d) or (e) loss or damage is not covered by this memorandum, the burden of proving the contrary shall rest on the Insured.

**OPTIONAL EXTENSION OF COVER (If stated to be included on the policy Schedule)**

- 1 Mobile devices** (available on request and subject to an additional premium.)  
Cellphones, Portable Satellite navigation equipment, Laptops, Notebooks, I-pads and Tablets are insured up to the maximum limit per event as indicated on the policy schedule, less a first amount payable of R 500 per event.
- 2 Unspecified All Risks Extension** (available on request and subject to an additional premium.)  
Loss or damage to any personal property (excluding drones & similar devices) is insured up to the maximum limit per event as indicated on the policy schedule, less a first amount payable of R1,000 per event. Jewellery is limited to R20,000 per item unless a valuation certificate issued prior to the date of a loss occurring, is provided to the Company

The maximum limit for this extension will not exceed **one third of the contents sum insured covered as indicated on the policy schedule**



## MOTOR SECTION

### SUB-SECTION A – MATERIAL DAMAGE

#### INDEMNITY

Loss of or damage to an insured vehicle and its accessories and spare parts whilst there on. The cover available by the Company is limited to:

- a) The actual and necessary cost of repair or the retail value of the insured vehicle or the sum stated against the insured vehicle, whichever is the lowest;  
and
- b) If, following loss or damage, the insured vehicle is disabled, the reasonable and necessary costs for its protection and removal to the nearest competent repairer;  
and
- c) If, the insured vehicle is repaired, the cost of re-delivery to the insured but not exceeding the cost of transportation from the repairer to the insured's permanent address within the territorial limits.

From which amount shall be deducted the first amount payable.

#### DEFINITIONS

<b>INSURED VEHICLE</b>	Any vehicle including, but not limited to LDV, motor car, motor cycle, motor home, caravan, trailer and special type vehicle ( <i>including any permanent fittings, accessories or spare parts therein or thereon</i> ) that is limited to either private or professional use as described under Condition 8 – Description as to the Use of this section of the policy, the details of which are stated in the schedule; including any vehicle temporarily operated by the Insured as replacement for any specified vehicle which is out of use for the purpose of overhaul, upkeep and/or repair provided that the limit of the Company's liability for such replacement vehicle shall be the lesser of its retail value and the sum insured for the replaced vehicle.
<b>LDV (LIGHT DELIVERY VEHICLE)</b>	Any self-propelled vehicle ( <i>not falling within the definitions of motor car or motor cycle</i> ) not exceeding 3 500 kilogram's gross vehicle mass.
<b>MOTOR CAR</b>	Any self-propelled vehicle having a saloon, station wagon, convertible or open body fitted with permanent passenger seating for not more than 12 persons ( <i>including the driver</i> ).
<b>MOTOR HOME/CAMPER</b>	Any vehicle with self-propulsion (motor home or camper)
<b>CARAVAN</b>	Any vehicle without means of self-propulsion and designed to be towed by a LDV or motor car.
<b>TRAILER</b>	Any vehicle without means of self-propulsion designed to be towed by a commercial vehicle, LDV, motor car or motor cycle.
<b>SPECIAL TYPE</b>	Any vehicle not defined already and limited to solely private use as described under the Condition 8 - Description as to the Use of this section of the policy
<b>MOTOR CYCLE</b>	Any self-propelled two-wheeled vehicle ( <i>to which may be fitted a single seat passenger side car</i> ), mechanically assisted pedal cycle or three-wheeled vehicle (with an engine capacity not exceeding 350 cubic centimeters) designed for the carriage of goods or a quad bike.
<b>OCCURRENCE</b>	Each insured event shall include all events or occurrences arising from a single cause or series of causes with one original cause or source.

## COVER

When the cover for an insured vehicle is stated in the schedule to be

- (a) 'Comprehensive' Sub-sections A and B of the motor section apply;
- (b) 'Third party fire and theft' Sub-section A is limited to loss or damage by fire, lightning or explosion and theft or any attempt thereat and Sub-section B applies;
- (c) "Third party only" only Sub-section B applies.

## CONDITIONS

### 1 FIRST AMOUNT PAYABLE

The schedule defines the circumstances in which an amount is to be borne by the Insured under Sub-section A. Each applicable item of the schedule shall apply individually and cumulatively to each insured vehicle for every insured event.

If the Company makes a payment which includes any amount to be borne by the Insured such amount shall be repaid forthwith.

### 2 DRIVERS

The Company shall not be liable for any insured event occurring while and insured vehicle is being driven by:

- (i) the insured while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than themselves) or while the concentration of alcohol in any specimen of blood exceeds the permissible level as set out in the National Road Traffic Act 93 of 1996 or while the concentration of alcohol in any specimen of breath exceeds the permissible level as set out in the National Road Traffic Act 93 of 1996.
- (ii) Any other person with the general consent of the insured who, to the insured's knowledge, is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than themselves) or whose concentration of alcohol in any specimen of blood exceeds the permissible level as set out in the National Road Traffic Act 93 of 1996 or while the concentration of alcohol in any specimen of breath exceeds the permissible level as set out in the National Road Traffic Act 93 of 1996.

### 3 DRIVERS LICENSES

The Company shall not be liable for any insured event occurring while and insured vehicle is being driven by any person who is not licensed to drive such vehicle, but this shall not apply if the insured was unaware that the driver was unlicensed and the insured can prove to the satisfaction of the Company that, in the normal course of their business, procedures are in operation to ensure that only licensed drivers are permitted to drive insured vehicles.

- (i) It is a pre-condition of cover that any driver shall be licensed to drive the vehicle.
- (ii) Any driver shall be deemed to be licensed to drive the vehicle if they are compliant with the licensing laws relating to any of the territories in respect of which the cover is available or if non-compliance within the licensing law because of failure to renew any license subject to periodic renewal or if a license is not required by law or while such driver is learning to drive and is compliant with the laws relating to learner drivers.
- (iii) If during the currency of this section, any driver's license in favour of the insured or the authorised driver is endorsed, suspended or cancelled or if they shall be charged or convicted of negligence, reckless or improper driving, notification shall be send in writing to the company immediately the insured have knowledge of such facts.

### 4 ROADWORTHINESS

It is warranted that the insured vehicle or any part thereof or any trailer attached thereto or forming part of a train of trailers drawn thereby or any part of any such trailer or trailers (all of which are here referred to as "the insured vehicle") complies in all respects with the requirements of roadworthiness as set out in the National Road Traffic Act 93 of 1996, or any replacement statute, the Regulations thereto or any Provincial or Local Proclamation or statute which is applicable to the insured vehicle.

Breach of this warranty in any manner shall result in no benefit being payable under this policy, if the insured vehicle's lack of roadworthiness was a cause of or contributed to the occurrence giving rise to such claim.

All benefit under this policy shall be forfeited if any insured vehicle at the time of any accident or loss giving rise to a claim in terms of this policy, is found not to be in possession of a valid vehicle registration certificate in terms of the requirements of the National Road Traffic Act No 93 of 1996 or any replacement statute.

### 5 REGISTRATION OF VEHICLE

It is warranted that the insured vehicle or any part thereof or any trailer attached thereto or forming part of a train of trailers drawn thereby or any part of any such trailer or trailers (all of which are here referred to as "the insured vehicle") must be registered in the Republic of South Africa subject to legislated time frames.



**6 CFG CLAIM FREE GROUP / NO CLAIM BONUS**

In the event of the Company not being required to make any payment for an insured event during the period stated below immediately preceding the renewal of this section the premium for an insured vehicle (other than a trailer or one for which the cover in the schedule is stated to be other than comprehensive) during the ensuing period will be charged in accordance with the Company's scale of rates for the appropriate CFG or reduced by the percentage NCB applicable.

Each insured vehicle is separately subject to this privilege:

Period	CFG
Less than 12 months	0
Not less than 12 months	1
Not less than 24 months	2
Not less than 36 months 30%	3
Not less than 48 months 40%	4
Not less than 60 months	5

In respect of an insured vehicle for which the premium is based on CFG 4 or 5 if one or more insured event occurs during the applicable period the premium for the ensuing period will be based on CFG 2 or 3 respectively and thereafter in accordance with the provisions of the above scale but in any other circumstances CFG 0 applies. If the Company agrees to a transfer of interest in an insured vehicle during the currency of this section any CFG/NCB due to the Insured shall not vest to the benefit of the transferee.

**7 MOTOR TRADE RESTRICTED USAGE**

When the Insured is an individual connected with the motor trade and the description of use as described under Condition 8 – Description as to the Use of this section of the policy, is private

- (a) this section excludes use for experiments tests trials demonstration towing or breakdown purposes connected with the Insured's business
- (b) the 'driving of other vehicles' extension to sub-section B excludes
  - (i) vehicles the property of or in the custody or control of a company or firm of which the Insured is a principal director member partner or employee
  - (ii) any vehicle in the custody or control of the insured in the course of his business as a motor trader

**8 DESCRIPTION OF USE**

This section shall be operative only while an insured vehicle is being used with the general knowledge and consent of the Insured for

- (i) **Description of use P - Social, Domestic and Pleasure Use**  
Use for social, domestic, pleasure emergency travel to and from work, emergency professional and business purposes

EXCLUDING 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 only for its maintenance or repair.

- (ii) **Description of use B – Business Use**  
Use for social, domestic, pleasure, professional and business purposes

EXCLUDING 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 only for its maintenance or repair.

**9 LIABILITY TO THE INSURED ONLY**

Notwithstanding that sub-section B extends to indemnify persons other than the Insured no one except the Insured shall have any rights against the Company nor shall the Insured abandon his rights to any other person it being the intention that if the Company is required to indemnify another person the Insured shall claim on his behalf

In all cases the receipt of the Insured shall absolutely discharge the Company's liability

## 10 EXCESS FOR PERSONS OVER THE AGE OF 55

If the Insured individual over the age of 55 years (including the insured individual's spouse) is the registered owner of a private vehicle and is the driver of the insured vehicle, and/or any other person over the age of 55 years who has the insured's permission to drive the insured vehicle, at the time of an occurrence which gives rise to a claim in terms of this section, the undermentioned excesses noted on the Motor schedule will be waived.

Basic	5% of gross claim minimum R1,500
Windscreen	10% of gross claim minimum R350
Glass	R 250
Loss of Keys	R100 per vehicle per claim

The above is subject to Thatch Risk Acceptances receiving documentary proof thereof in the form of a copy of a legible South African Identity Document or Passport.

### SPECIAL EXCEPTIONS TO COVER

The Company shall not be liable for:

- (i) Wear and tear, mechanical, electrical or electronic breakdowns, failures or breakages;
- (ii) Depreciation in value whether arising from repairs following an insured event or otherwise;
- (iii) Damage to:
  - (a) Tyres by the application of brakes or by road punctures, cuts or burst;
  - (b) The suspension due to any qualities of the road or other service or impact with such inequalities;
- (iv) Theft or any attempt thereof of accessories or spare parts when the cover under this sub-section is stated to be Third Party, fire and theft unless the insured vehicle is stolen at the same time or the theft occurs from the insured's locked garage;
- (v) More than the amount as stated in the schedule (*less the applicable first amount payable*) in respect of the theft or any attempt there at of fitted radios, tape players and similar equipment and/or fitted telephones (*not supplied by the manufacturers of the vehicle when new*) from an insured vehicle,
- (vi) Accessories and spare parts required in the repair or reinstatement of an insured vehicle which cannot be obtained in the Republic of South Africa in which event the Company may discharge its liability by paying in cash the value of the article at the time of the insured event or the amount stated in the latest manufacturer's / agent's price list for the article concerned whichever is the lesser.
- (vii) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- (viii) Loss or damage caused by:
  - (a) vermin, rats, insects or termites;
  - (b) scratching, biting, chewing, tearing or soiling by domestic pets.

### EXTENSION TO COVER

#### 1 ALTERNATIVE BASIS OF SETTLEMENT - Only included for vehicles with Comprehensive Cover

Notwithstanding the provisions of this sub-section, if during the period of 12 (*twelve*) calendar months following the date on which a LDV or motor car is first registered, it is -

- (a) Stolen and recovered within 6 (*six*) months of the date on which the theft is reported to the company or
- (b) Damaged following an insured event to the extent that the estimated cost of repair (*by two independent repairers*) exceeds 70% of its retail price on the date of the insured event;

The Company will subject to the consent of the insured and/or any other interested party replace it with a new vehicle of the same type and model provided that:

- (i) Such vehicle is available in the territory in which the insured vehicle was registered;
- (ii) The stolen / damaged vehicle becomes the property of the company;
- (iii) The company shall not be liable for more than the sum stated in the schedule for such vehicle.

If in the opinion of the company the insured damaged car or LDV cannot economically be repaired and must be written off, then the basis of settlement shall be the market value which shall be arrived at by taking the retail price for the relevant vehicle as appearing in the latest Auto Dealers Digest and applying thereto the said Digests factors which either reduce or increase the printed value.

- 2 **EARTHQUAKE - Only included for vehicles with Comprehensive Cover**  
The word Earthquake is deleted from General Exception 5.
- 3 **MEDICAL EXPENSES - Only included for vehicles with Comprehensive Cover**  
If the insured or the driver or any other occupant of the permanently enclosed passenger compartment of any insured vehicle or motorized caravan other than a bus or taxi sustains bodily injury by violent accidental external and visible means directly in connection with such insured vehicle or caravan the Company will pay to the Insured any medical expenses (*including costs incurred in freeing such injured person from such vehicle and the costs of bringing such injured person to a place where medical treatment can be administered*) actually and necessarily incurred which are not recoverable from some other source up to a maximum of R1 500.00 per injured person.
- 4 **REPAIR AUTHORITY - Only included for vehicles with Comprehensive Cover**  
The insured may (*subject to obtaining a detailed estimate and immediately forwarding it to the Company*) authorize repairs following an insured event up to an amount not exceeding R2 000.00.
5. **SUSPENSIVE SALE / LEASE AGREEMENT - Only included for vehicles with Comprehensive Cover**  
If the Company has been notified prior to an insured event of the interest of any party in an insured vehicle which is the subject of a suspensive sale / lease agreement it will note and protect such interest provided that if any payment is made in terms of this sub-section to such owner his receipt shall be full and final discharge of the Company's liability for loss or damage.
6. **FIRE EXTINGUISHING CHARGES**  
Any costs relating to the extinguishing or fighting of fire shall be considered as damage to the insured property and shall be payable in addition to any other payment for which the Company may be liable in terms of this section provided the insured is legally liable for such costs and the insured property was in danger from the fire.
7. **WINDSCREEN - Only included for vehicles with Comprehensive Cover**  
Subject to cover in respect of an insured LDV or motor car or vehicle (*if stated in the schedule to be included*) being stated in the schedule to be *Comprehensive* The Company will pay for damage arising from the breakage of its windscreen or other window glass and scratching of its bodywork resulting solely and directly there from provided that the Insured shall pay the first amount payable (*applicable to glass*) specified in the schedule  
  
For the purpose of special condition 6 any payment under this extension does not constitute an insured event.
8. **TERRITORIAL LIMITS & REPATRIATION CLAUSE Limits & Repatriation Clause**  
Notwithstanding the territorial limits stated in General Exception 7, the territorial limits for this section does not cover loss, damage or liability caused, sustained or incurred outside the Republic of South Africa, Botswana, Lesotho, Namibia, Swaziland, Zimbabwe, Malawi, Mozambique, Zambia, Kenya, Tanzania and Uganda.  
  
In the event of a vehicle insured by this Policy sustaining damage outside the Territorial Limits of the Republic of South Africa, Botswana, Lesotho, Namibia, Swaziland and Zimbabwe and such vehicle being disabled by such damage, the cost and responsibility of salvaging and delivering the vehicle to the nearest border of the Republic of South Africa shall be borne by the Insured.
9. **TOW-IN-COSTS FOLLOWING MECHANICAL BREAKDOWN - Only included for vehicles with Comprehensive Cover**  
We will pay up to R 2000 per event for Tow-in service to the nearest approved dealership (if under warranty), repair centre or panel beater in the event of mechanical breakdown.

## SUB-SECTION B – LIABILITIES TO THIRD PARTIES

### INSURED EVENT

An accident caused through or in connection with an insured vehicle or a trailer attached thereto, the loading and/or unloading thereof or a disabled vehicle being towed in respect of which the insured and/or any passenger become legally liable to pay damages for:

- (a) death or bodily injury (including illness) to any person;
- (b) damage to property.

### INDEMNITY

The Company will pay all sums inclusive of legal fees recoverable by a Claimant and other costs and expenses incurred with its written consent for which the insured become legally liable up to the limit of liability below.

### LIMITS OF LIABILITY

The Company shall not be liable for more than the amount stated below for any one event or series of events with one original cause or source

- (i) R5 000 000 for an insured event arising from fire (*LDV'S and motor cars*) or fire and/or explosion (*any other insured vehicle*);
- (ii) R200 000 for death or bodily injury to any one or all persons being carried in or upon or entering into or getting onto or alighting from the goods carrying section of a LDV or the passenger compartment of a motor car with an open or convertible body;
- (iii) R100 000 for death or bodily injury to any one or all persons being carried in or upon or entering into or getting onto or alighting from a Professional vehicle designed for the carriage of passengers

- (iv) R10 000 for death or bodily injury to any one or all persons being carried upon or getting onto or alighting from a motor cycle
- (v) R5 000 000 in any other circumstances for LDV's and motor cars or R 2 500 000 in respect of any other vehicle type.

but when the motor section extends to persons other than the Insured the above limits shall apply in aggregate to all persons being indemnified and in priority to the Insured or in the event of his death his legal personal representative.

#### **SPECIAL EXCEPTIONS TO COVER**

The Company shall not be liable for

- (a) death or bodily injury to any person
  - (i) who is a member of the same household as the Insured
  - (ii) in the employment of the Insured if death or bodily injury arises out of and in the course of such employment
  - (iii) being carried in or upon or entering into or getting onto or alighting from any insured vehicle other than a vehicle designed for the carriage of passengers, motor car, the cab or permanently enclosed passenger carrying compartment of a LDV at the time of an insure event or a motor cycle
- (b) damage to
  - (i) property belonging to, held in trust by or in the custody or control of the Insured or being conveyed by or loaded onto or unloaded from an insured vehicle
  - (ii) any vehicle or trailer (*except as provided in subsection A*) being towed by an insured vehicle or any property in or on such vehicle or trailer
- c) an insured event
  - (i) which falls within the scope of any compulsory motor vehicle insurance enactment notwithstanding that no such insurance has been effected or is in force
  - (ii) arising from the operation, demonstration or use for purposes other than maintenance or repair of an insured vehicle.
- d) any contractual liability

#### **SPECIAL EXTENSIONS TO COVER**

##### **1 DRIVING OF OTHER VEHICLES**

Where the Insured is an individual the Company will indemnify him in terms of sub-section B while personally driving or using a LDV motor car or motor cycle which does not belong to him nor is hired by or purchased or leased by him under a suspensive sale/ lease agreement.

##### **2 INQUEST / CRIMINAL PROCEEDINGS**

The Company may at its sole discretion arrange for representation at any inquest/criminal proceedings arising from an insured event and will pay all costs and expenses thereof incurred with its written consent.

##### **3 OTHER DRIVERS**

The Company will indemnify any person driving or using an insured vehicle on the order or with the permission of the Insured provided that:

- (a) he shall as though he were the Insured observe fulfill and be subject to the terms of this insurance in so far as they can apply
- (b) he is not entitled to indemnity under any other policy (*this proviso does not apply to any amount not recoverable under such policy*)
- (c) he has not been refused nor had a motor vehicle insurance cancelled by an insurer
- (d) the Company shall not be liable for
  - i) death of or bodily injury to any person who is a member of the same household as or which arises out of and in the course of employment with the person being indemnified
  - ii) damage to property belonging to or held in trust by or in the custody or control of the person being indemnified.

## MEMORANDA

*(if stated in the schedule to apply)*

### 1 CONTINGENT LIABILITY

The Company will indemnify the Insured for an insured event under sub-section B arising from the use by an employee *(or any person if carrying school children)* of any vehicle in connection with the business provided that

- (a) the vehicle is not supplied by the Insured
- (b) this memorandum does not cover loss or damage to the vehicle

### 2 LIMITATION OF PASSENGER LIABILITY

Paragraph (ii) of the limits of liability *(Sub-section B)* is amended to read

- (ii) R50 000 for death or bodily injury to any one or all persons being carried in or upon or entering into or getting onto or alighting from a commercial vehicle designed for the carriage of goods at the time of an insured event shall be the sum stated in item

### 3 LIMITATION OF PASSENGER LIABILITY *(Drivers under 25)*

When the insured vehicle is being driven by a person under 25 years of age memorandum 2 shall apply.

### 4 PASSENGER LIABILITY EXTENSION *(Vehicle designed for the carriage of goods)*

The words 'designed for the carriage of passengers' are deleted from special exception (a) (iii) of subsection B and item (iii) of the limits of liability *(Subsection B)* and the limit of the Company's liability for any one or all persons being carried in or upon or entering into or getting onto or alighting from a commercial vehicle designed for the carriage of goods at the time of an insured event shall be the sum stated in item (iii) of the limits of liability *(Sub-section B)* or the sum stated in the schedule *(if applicable)*.

### 5 PASSENGER LIABILITY EXTENSION *(Vehicles designed for the carriage of passengers)*

The limit of the Company's liability for any one or all persons under item (iii) of the limits of liability *(Sub-section B)* is increased to the sum stated in the schedule.

### 6 UNAUTHORISED PASSENGERS

Sub-section B extends to include passengers being carried on an insured vehicle in contravention of the Insured's instructions to his driver not to carry passengers. When this memorandum is in force memorandum 5 applies.

This memorandum shall only operate if the insured vehicle is being driven by a person duly authorised by the Insured.

### 7 BASIC EXCESS WAIVER

The Basic Excess including the Windscreen and Glass Excesses as stated on the policy schedule is hereby waived.

### 8 HIJACK EXCESS WAIVER

The Hijack Excess as stated on the policy schedule is hereby waived.

### 9 RIOT AND STRIKE

Notwithstanding general exception I insured event includes loss or damage directly occasioned by or through or in consequence of

- (i) civil commotion, labour disturbances, riot, strike or lock-out
- (ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (i) above

provided that the Company shall not be liable for

- (a) loss or damage occurring in the Republic of South Africa or Namibia
- (b) consequential or indirect loss or damage of any kind or description whatsoever
- (c) loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation
- (d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
- (e) loss or damage related to or caused by any occurrence referred to in general exception IQ) (Hi) (iv) (v) or (vi) or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with such occurrence.

If the Company alleges that by reason of provisos (a) (b) (c) (d) or (e) loss or damage is not covered by this memorandum the burden of proving the contrary shall rest on the Insured.

**10 LOSS OF KEYS EXTENSION**

The Company will indemnify the Insured in respect of the cost of replacing locks and keys including the remote alarm controller and if necessary the reprogramming of any coded alarm system of any insured vehicle following upon the disappearance of any keys or alarm controller of such vehicle or following upon the insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller provided that

- (i) the Company's liability shall not exceed the amount stated in the schedule for any one event
- (ii) the Insured shall bear the amount stated in the schedule for each and every loss
- (iii) for the purposes of special condition 1 and the first amount payable definition any payment under this extension does not constitute an insured event.

**11 WRECKAGE REMOVAL EXTENSION**

The cover provided under sub-section A extends to include costs and expenses incurred by the Insured in respect of clearing up and removal of debris and wreckage of any insured vehicle following damage to such vehicle by an insured event provided that in addition to the limit of indemnity under sub-section A the limit of the Company's liability under this extension shall not exceed in respect of any one occurrence the limit to apply to this extension stated in the schedule.

**12 VEHICLE HIRE COST EXTENSION**

A In the event of a private motor vehicle or light delivery vehicle which is comprehensively insured or which enjoys theft and hijack cover under this section of the policy:

- (a) being unusable or being repaired due to damage or loss covered under this section;|
- (b) being damaged and in the opinion of the Company repairs are not economically viable or being stolen or hijacked

the Company will indemnify the insured up to R 9 000.00 per incident for the hire of the vehicle from a recognised rental company upon submission of an invoice, provided that:

- (a) the insurer has been informed or that a properly completed claim form in respect of the loss or damage has been received;
- (b) the Company will not pay for petrol or lubricants;
- (c) cover does not apply if only window glass is damaged;
- (d) cover will terminate if the vehicle
  - (i) has been satisfactorily repaired if repairs were economically viable or;
  - (ii) been replaced with a new vehicle or the date of settlement in the case of a cash settlement or;
  - (iii) had been recovered plus, if required, any time required for the repair of the vehicle after it had been recovered in the event of theft or hijacking, whichever occurs first or;

(e) Loss or damage falling within Subsection A.

B Hire of vehicles outside the Borders of the Republic of South Africa

If in terms of this clause, the insured is to be supplied with a rental vehicle outside the Republic of South Africa, but within the borders of Namibia, Lesotho, Swaziland, Zimbabwe, Mozambique and Malawi, the insured may rent a vehicle from a recognised rental company in one of the countries mentioned for his own account. Upon submission of an invoice the Company will indemnify the insured.

The Company's liability will not exceed the same amount that would have been payable per day if the Company had supplied the rental vehicle in the Republic of South Africa.

**13 CREDIT SHORTFALL - Only included for vehicles with Comprehensive Cover**

If a total loss settlement under sub-section A is less than the amount owing to the financier under a current installment sale or lease agreement the Company will pay to the Insured an additional amount equal to the shortfall less

- (a) any arrears of installments or rentals including interest payable on such arrears;
- (b) all refunds of premium for cancellation of any insurance cover relating to the motor vehicle;
- (c) the increased installments or rentals that would have been paid had there been no residual capital value at the end of the finance period calculated to the month in which the claim is settled;

(d) the first amount payable under sub-section A.

provided always that

- (a) the amounts payable shall not exceed the maximum indemnity less the first amount payable under sub-section A;
- (b) this endorsement shall not apply to an agreement whereby the amount of any single installment other than the final residual amount after the initial payment differs by more than 10% from any installment;
- (c) if such short fall is as a result of a re-advance under an installment sale or refinancing in terms of a lease the insurance by this extension.

**14 INSURED ONLY DRIVING**

The Company shall not be liable under this section (*notwithstanding anything contained herein to the contrary*) if the insured vehicle is being driven by any person other than the Insured.

**15 NAMED DRIVERS**

The Company shall not be liable under this section (*notwithstanding anything contained herein to the contrary*) if an insured vehicle is being driven by any person other than the Insured or the person(s) named in the schedule.

**16 EXCLUDING DRIVING OTHER VEHICLES**

The special extension 1 "*Driving of other vehicles*" under sub-section B is cancelled.

**17 RESTRICTED DRIVING**

The following is added to special condition 2

- (iii) Any person under the age of 25 years or by the Insured or any other person with the general knowledge and consent of the Insured who has not had a valid license to drive the vehicle for more than two years and is not disqualified from holding such license.

**18 LEGAL USE OF UNLICENSED DRIVERS**

When a driving license is not required by law special condition 3 is cancelled.

**19 FIRST AMOUNT PAYABLE (SUB-SECTION B)**

The first amounts payable as noted in the schedule apply to an insured event under subsection B.

**20 INDEMNITY TO EMPLOYER**

The Company will indemnify the employer of the Insured (the *employer*) under sub-section B while an insured vehicle is being used by the Insured and/or other employees on the business of the employer provided that:

- (a) such indemnity does not include liability for death or bodily injury to any employee arising out of or in the course of such employment
- (b) the employer is not entitled to indemnity under any other policy
- (c) the employer shall as though he were the Insured observe fulfill and be subject to the terms of this insurance in so far as they can apply.

**21 MANUALLY ASSISTED VEHICLES**

The Company shall not be liable while any manually assisted vehicle is in motion unless an attendant holding the controls and not riding the vehicle is in charge.

**22 SELF-PROPELLED CARAVANS**

The words "*accessories or spare parts*" are deleted from the definition of "*insured vehicle*".

**23 AGRICULTURAL VEHICLE WARRANTY**

It is warranted that the insured vehicle is used solely for agricultural work.

**24 VEHICLES NOT CONSTRUCTED FOR GENERAL ROAD USE**

The territorial limits for the insured vehicles are restricted to the private premises of the Insured within the territorial limits stated in the schedule except that the vehicle may be used on that part of any road which traverses such premises.

**25 FLEETS**

When the detail of insured vehicles is limited to the number and category of vehicles insured special condition I and the schedule of the first amounts payable is cancelled and for the purposes of this memorandum only general condition 8 is replaced by:

*"8 Adjustment of premium*

*The Insured shall declare to the Company within 30 days of the expiry of each twelve consecutive months of insurance (calculated from the inception of this policy) or the prior termination of this section the number of vehicles purchased leased or hired and sold or otherwise disposed of during such period of each category of insured vehicle and shall pay or receive premium calculated at 50% of the premium charged for the expired period on the difference between the number of vehicles at the commencement of the period of those declared."*

26 **LEGAL DEFENCE COSTS**

The Company will indemnify the persons stated in the schedule for costs and expenses incurred with the written consent of the Company by such person in the defense of any criminal action brought against him in the course of his duties with the Insured arising out of a claim or claims first being made against the Insured in writing during the period of insurance following contravention of or alleged contravention of the Hazardous Substances Act No 15 of 1973 (*as amended*)

Which shall be read in conjunction with the Criminal Procedure Act No 56 of 1955 (*as amended*) and provided that the Company shall not be liable to

- (a) proceed to or defend an appeal without its prior written consent;
- (b) pay any fine or penalty imposed by any magistrate or judge;
- (b) pay more than R10 000 during any twelve consecutive months of insurance (*calculated from the inception of this policy*).





## EXTENDED PERSONAL LEGAL LIABILITY

### BASIC COVER

#### INSURED EVENT

Accidental

- (a) death of or bodily injury (*including illness*) to any person
- (b) loss of or physical damage to tangible property

which the Insured becomes legally liable to pay as damages arising from an occurrence anywhere in the world, but not in respect of any judgment, 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 judgment, award or settlement either in whole or in part) during the period of insurance to the extent that:

- (i) such liability is not indemnifiable in terms of the insuring clause and/or insurable events clause and/or operative clause of underlying insurance; or
- (ii) such liability is not indemnifiable by reason of an exclusion in any underlying insurance; or
- (iii) 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 section is deemed to be a minimum of R500 000 but R1 000 000 in respect of motor liability and/or watercraft liability.

#### DEFINITIONS

**Underlying insurance** means an existing insurance policy in force with:

- (i) a registered South African Insurer which covers Personal Liability, Property Owners Liability, Tenants Liability, Motor Liability or Watercraft Liability;
- (ii) any Insurer in the world which covers Motor liability, Watercraft Liability or Property Owners Liability;

in respect of any motor vehicle hired or owned by the Insured or any watercraft or property owned by the insured outside the territory which on 1 January 1976 constituted the Republic of South Africa.

**Insured** means the insured named in the schedule and members of his family normally resident with him.

#### CONDITIONS

**1 Basis of Indemnity**

The amount payable for any one event or series of events with one original cause or source inclusive of any legal costs recoverable from the Insured by a claimant and all other costs and expenses incurred with the Company's written consent shall not exceed R 10 000 000 in excess of the underlying policy limits.

**2 Underlying Policy**

Indemnity granted 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 the Insured not being in breach of the conditions of such underlying insurance.

**3 General Condition 4(b)(i)**

General Condition 4(b)(i) is cancelled and replaced by:

"If any admission, offer, promise or payment in relation to a claim under this policy is made or given by or on behalf of the Insured without the written consent of the Company, the Insured will take all reasonable steps to ensure that the underlying Insurers will comply with this condition and co-operate with the Company in the defense 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 or any amounts recovered shall be apportioned to each party according to the sums paid or payable under the respective policies".

## SPECIFIC EXCEPTIONS TO COVER

This section excludes liability:

- (a) arising out of or in the course of the Insured's 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;
- (b) 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;
- (c) the first R5 000 of any claim in relation to property hired, leased or borrowed by the Insured;
- (d) arising out of the reckless disregard by the Insured of the possible consequences of his acts or omissions;
- (e)
  - (i) of one Insured to another;
  - (ii) to any former Insured in respect of any occurrence during any period when such former Insured was an Insured;
- (f) arising out of loss or damage to property to the extent that such liability is indemnifiable under any other insurance policy;
- (g) arising out of the ownership or use of any aircraft other than model aircraft and hang gliders;
- (h) which is the subject of statutory or similar legislation controlling the use of motor vehicles or trailers and in respect of which liability
  - (i) the Insured is compelled to effect insurance or to furnish security or
  - (ii) the state or other governmental body or authority has accepted responsibility;
- (i) for any claim in respect of motor liabilities unless such liability is indemnifiable by any of the underlying insurances other than any claim excluded solely by reason of any territorial restrictions;
- (j) for any claim in respect of watercraft liability
  - (i) unless such liability is indemnifiable by any of the underlying insurances other than a claim excluded solely by reason of any territorial restrictions,
  - (ii) where the overall length of the watercraft exceeds 10,5 metres;
- (k) for loss of or damage to any self-propelled land vehicle, trailer, caravan, watercraft or aircraft in the Insured's care, custody or control;
- (l) arising out of any dishonest, fraudulent or malicious act on the Insured or acts of physical assault or seduction committed by the Insured;
- (m) 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;
- (n) for any debt;
- (o) for the failure to pay maintenance or alimony or any amounts following a breach of promise;
- (p) arising out of the purchase, sale, barter or exchange of any property, movable or immovable or the failure of the Insured to comply with any obligations in relation thereto;
- (q) for the first R2 000 of any claim arising from the suspension or termination of employment of any domestic servant;
- (r) arising out of any condition directly or indirectly caused by or associated with Human Immune Virus (HIV) or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any syndrome or condition of a similar kind howsoever it shall be named.



## PLEASURE CRAFT SECTION

### MATERIAL DAMAGE

#### INSURED EVENTS

Loss or damage caused by:

- 1 Accident;
- 2 Fire, lightning, explosion, earthquake or volcanic eruption;
- 3 Malicious acts;
- 4 Outboard motor(s) dropping off or falling overboard provided it is securely attached to the vessel at all times when in use by means of either bolts or galvanised steel chains or Terylene rope in addition to its normal method of attachment;
- 5 Latent defect in the vessel or her machinery;
- 6 Negligence of any person;
- 7 Theft or attempted theft of the vessel including machinery, outboard motors, gear or equipment if stolen with the vessel or following forcible and violent entry into or exit from the vessel and/ or place of storage.

#### DEFINITIONS

**You/your/yours/yourself** means the person in whose name this policy is issued and spouse.

**Vessel** means the pleasure craft having a maximum designed speed of 100 km per hour / 54 knots specified in the schedule comprising the hull, superstructure, fittings, machinery, engines, motors, boats, gear and equipment such as is normally sold as one unit, but excluding its trailer.

#### CONDITIONS

##### 1 Basis of Indemnity

If the vessel is lost or damaged following an insured event we will at our option indemnify you by paying

- (a) for its repair by a repairer acceptable to us or
- (b) for its replacement or
- (c) for the amount of the loss or damage

less the First Amount Payable.

Repair or replacement will be as close to the original specification as possible but we cannot and therefore will not be expected to achieve an exact restoration. 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 of the owners referred to in the agreement will be a complete discharge to us for the repayment.

The maximum amount payable by us will not exceed

- (a) The current purchase price of a new vessel of the same or a similar model if the vessel is less than 4 years old
- (b) 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 at the time of loss or damage the cost of replacing the vessel insured as per 1(a) and 1(b) above is greater than the limit of indemnity shown in the schedule you will be your own insurer for the difference and will bear a rateable proportion of the loss or damage.

## 2. **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 the balance of your entitlement under the Policy less:

- (a) any arrear instalments or rentals including interest payable on such arrears;
- (b) all refunds of premium due to you for cancellation of any insurance cover relating to your vessel;
- (c) the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled;
- (d) the First Amount Payable;

### **Provided always that**

- (i) the amounts payable shall not exceed the maximum indemnity less the First Amount Payable
- (ii) this cover shall not apply to an agreement whereby the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10% from any other instalment
- (iii) if such shortfall is as a result of a re-advance under an instalment sale or refinancing in terms of a lease the insurance by this extension shall be void.

## 3 **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.

## 4 **Care Of Vessel**

You will take all reasonable steps to protect the vessel its fittings, machinery, engines, motors, gear and equipment and it an them in a proper state of repair and seaworthiness.

## 5 **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 **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, Malawi and Zimbabwe, subject to a maximum cruising range of 20 nautical miles from the coast of the Republic of South Africa, Namibia or Mozambique.

## 7 **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. In the event of the rejection of a claim based upon the competence of the person piloting the vessel, the onus shall be upon you to prove the person's competence.

## **SPECIAL EXCLUSIONS**

We will not be liable for loss of or damage to the vessel

### 1 whilst the vessel is

- (a) being used for any purpose other than private and pleasure;
- (b) let out on hire or charter;
- (c) being towed on water except
  - (i) when in need of assistance;
  - (ii) for customary towage in connection with laying up, fitting out or repairs;
- (d) towing or salvaging a vessel other than one in distress;
- (e) towing or salvaging a vessel (whether or not in distress) under a contract arranged prior to commencing towing or salvaging;
- (f) participating in racing or speed tests, or any trials in connection therewith;
- (g) left moored or anchored unattended off an exposed beach or shore and it becomes stranded, sunk, swamped or breaks adrift;
- (h) being piloted by or is under the control of any person under the influence of alcohol and drugs;

### 2 due to wear, tear, depreciation, corrosion;

- 3 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 to sails or protective coverings split by the wind or blown away whilst set, unless in consequence of damage to the spars to which the sails are bent or occasioned by the vessel being stranded, sunk, burnt, on fire, in collision or in contact with any external substance (ice included) other than water;
- 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;
- 6 to any part condemned solely because of a fault in design or construction;
- 7 due to any defect resulting from either negligence or breach of contract in carrying out any repair or alteration work;
- 8 to personal effects, consumable stores, fishing gear or moorings;
- 9 to the vessel if used or occupied as a house boat or permanent residence;
- 10 due to 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 excluding wet bikes and jet skis.

#### **EXTENSIONS OF COVER**

**In addition, the Company will pay:**

- 1 **Sighting expenses**  
The expense of sighting the underwater section of the hull after grounding, if reasonably incurred specially for that purpose, even if no damage is found.
- 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 **Transit risks**  
Any loss or damage following 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:
  - (a) being conveyed by a person who has no valid driving licence unless the person concerned is charged with the theft or illegal use of the vehicle used for conveying the trailer
  - (b) under the control of any person who is under the influence of intoxicating liquor or drugs or while the concentration of alcohol in their blood exceeded the statutory limit.
- 4 **Medical expenses**  
Medical expenses incurred and paid for as a result of bodily injury sustained by any person on board the vessel arising out of an accident if not otherwise insured up to a maximum of R5 000 any one occurrence.
- 5 **Use by other persons**  
Any person other than the operator or an employee of an operator of a shipyard, repair yard, slipway, yacht club, marina or vessel sales service or similar operation using the vessel with your permission will be regarded as the insured provided he complies with and is subject to the terms of the policy.
- 6 **Yacht racing risk (if stated to be included)**  
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).

If 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, we will pay the repair or replacement costs up to the limit of the sum insured after the deduction of any First Amount Payable.

Special exclusion 1 (f) does not apply to this extension.

## LIABILITY

### INSURED EVENTS

Subject to the provisions of Special Exclusions (a) to (g) below 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 or such permitted user or water skier shall become legally liable to pay in respect of:

- 1 death or bodily injury to any person other than yourself or the permitted user or water skier;
- 2 loss of or damage to property not belonging to you or the permitted user or water skier;
- 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;
- 4 expenses incurred by you with our prior written consent in connection with official enquiries and coroners inquests;
- 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

We will not indemnify you or the permitted user or water skier against claims resulting from legal liability for

- (a) death or bodily injury in respect of any person employed in any capacity by you or any other person in connection with the vessel or similarly employed by any person using the vessel with your permission or similarly employed by any water skier;
- (b) 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;
- (c) accidents arising while the vessel is in transit by mechanically propelled road vehicle, rail, ship or aircraft;
- (d) death or bodily injury to fare-paying passengers and loss of or damage to their property;
- (e) damages or penalties arising under contract;
- (f) fines or other penalties imposed under any statutory code or common law in respect of any offence committed;
- (g) 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.
- (f) any claim whatsoever arising whilst the vessel is being piloted by or is under the control of any person under the influence of alcohol and Drugs.

# SASRIA SCO LIMITED

Reg. No. 1979/000287/06

## FIRE POLICY FOR SPECIAL RISKS INSURANCE

(IF STATED TO BE INCLUDED IN THE THATCH RISK ACCEPTANCES POLICY SCHEDULE)

In consideration of the prior payment of the premium stated in the Schedule and the receipt thereof by or on behalf of Sasria SCO 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;
- (ii) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
- (iii) any riot, strike or public disorder, or; any act or activity which is calculated or directed to bring about a riot, strike or public disorder;
- (iv) any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
- (v) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii), (iii) or (iv) above.

**NOTE:**

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

**PROVIDED that:**

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

For this purpose ONE INSURED shall mean:

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

In the case of One Insured 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.
- (d) **NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION**  
it is agreed that, regardless of any contributory cause(s), this insurance does not cover loss(es) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

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

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.

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



# SASRIA SCO LIMITED

Reg. No. 1979/000287/06

## MOTOR POLICY OF INSURANCE FOR SPECIAL RISKS in respect of property as defined (IF STATED TO BE INCLUDED IN THE THATCH RISK ACCEPTANCES POLICY SCHEDULE)

### THE POLICY

#### DEFINITIONS

1. Wherever the term "Sasria" is used it shall refer to Sasria SCO Limited.

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

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

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

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

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 would be payable to the Insured under this Policy in respect of loss of or damage to the property insured (which loss or damage is not made good by repair or replacement) such monies shall if so requested in writing be paid to the said Owner and/or to the Insured to the extent of their respective interests as long as they are interested in the said property, and their receipt shall be a full discharge of Sasria in respect of such loss or damage. Save as herein expressly provided nothing herein shall modify or affect the rights and liabilities of the Insured or Sasria under or in connection with this Policy or any condition or term thereof.

In the event of any part accessory or fitment of whatsoever nature needed to repair or replace damage to the property insured being unprocurable in the Republic of South Africa, as a standard ready manufactured article or in the event of any such article being denied to the Insured for any reason the liability of Sasria shall be met by the payment of a sum 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 or foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
  - (ii) mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
  - (iii) the act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with any occurrence referred to in clause (i) or (ii) above.
5. Any claims arising out of any liability assumed by the Insured by agreement, unless such liability would have attached to the Insured in the absence of such agreement.
6. Any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or consequential loss directly or indirectly caused by or contributed to, by, or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception only combustion shall include any self-sustaining process of nuclear fission.

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

## 7. NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION

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

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

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.

## CONDITIONS

### 1. Claims Procedure

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

### 2. Subrogation

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

### 3. Contribution

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

### 4. Precautions

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

### 5. Transfer

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

**6. Arbitration**

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

**7. Limitation**

In no case whatsoever shall Sasria be liable under this Policy after the expiration of 12 months 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 rate-able share of the loss accordingly.

**9. Total Loss of Property**

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

**10. Premium**

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

**11. Validity**

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

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

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

**13. Territorial Limitation**

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

**14. Cancellation**

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

**15. Fraud**

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

**16. Misrepresentation**

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

**17. Reporting Claims to Authorities**

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

## THATCH ASSIST

(If stated to be included in the policy schedule)

Underwritten by Global Choices Lifestyle (Pty) Ltd

### ROADSIDE AND ACCIDENT ASSISTANCE

#### Roadside Assistance

Members have access to the following services in the event of a roadside emergency (limited up to R500 per incident):

- Flat battery - jump start only (replacement of battery for the member's account)
- Flat tyre (help with change of tyre)
- Keys locked in vehicle (unlocking only)
- Fuel assistance (limited to five liters per incident)
- Minor roadside—running repairs (electrical, coil, immobilizer etc.)
- Transmission of urgent messages

#### Tow-in

Tow-in service to the nearest approved dealership (if under warranty), repair centre or panel beater in the event of:

- Mechanical breakdown – covered up to R750
- Electrical breakdown – covered up to R750
- Accident damage – cost covered under insurance policy.

#### Courtesy Transport

Where the vehicle needs to be towed to a repairer, we will arrange for the occupants of the vehicle (up to a maximum of two persons) to be transported to a nominated destination where the breakdown has occurred within a 60 km radius of your normal place of residence.

#### Hotel Accommodation

Where the breakdown has occurred outside a radius of 100 km from your normal place of residence, resulting in an overnight delay, we will arrange hotel accommodation for the occupants of the vehicle (up to a maximum of four people). Cover up to R500.

#### Car Rental

If the circumstances of the problem entitles you to the hotel accommodation benefit but you would prefer to continue with your journey immediately, we will arrange for a rental car to enable you to reach your destination, subject to your qualifying for a rental vehicle in terms of the car rental companies general terms and conditions. The costs incurred will be confined to rental charges; delivery and collection of the hire vehicle, and the car must be surrendered on arrival at your destination. Cover up to R500 and subject to availability.

#### Vehicle Repatriation

In the event of a member's vehicle being left for repairs, we will pay up to R500 for 24-hour, Group-B car rental or a flight ticket to collect the vehicle after repairs. Alternatively, should the vehicle have been towed to a dealership closer to the member's place of residence, we will supplement the additional tow costs with the costs of car rental.

#### Overall limit of R5 000 per annum per policy.

*\*Please note: This cover excludes all vehicles over 3 500kg. A member will not be entitled to service where the vehicle is not in a roadworthy condition. Any costs incurred through arrangements made by the member without prior authorisation shall not be reimbursed. Assistance is only available in South Africa, Lesotho and Swaziland.*

**HOME ASSIST**

**Fixtures, Fittings and Services**

In the event of a home emergency, we will arrange for an appropriate repairer (electrician, plumber, locksmith and glazier) to address the problem at one nominated address (call-out fee and first hour labour is covered, thereafter normal rates apply). Please note that all parts and materials used are excluded and will be for the members account. Maintenance related issues are not covered.

A home emergency is defined as an event that is potentially life threatening or could possibly cause structural or further damage to your property.

**Overall limit of 3 incidents or up to R2 000 per annum per policy.**

**Emergency Services Notification and Call out**

We will, at your request, relay notification of emergencies to the police, traffic, fire brigade, ambulance, security or any other emergency service provider.

Type of Emergency	What is covered	What is not covered
<b>Electrical</b>	Distribution boards, circuits, main cables causing power failure	Electrical gates and doors
	Earth-leakage relays causing power failure	Jacuzzi, swimming pool and borehole pumps
	Geysers connections, thermostats and elements	Air conditioners and commercial refrigeration
	Multiple plug points causing power failures	Repairs not complying with regulated specifications such as SABS and others
	Lighting strikes on wiring causing power failures	All electrical motors (electric gate motors etc)
	Multiple burnt connections on wiring or plug points causing power failure	White Appliances (Stove, Refrigerator, Dishwasher etc)
	General House Wiring	
	Connections to all electrical motors causing power failure	
	Municipal connections inside the property causing power failure	
<b>Plumbing</b>	Burst water connections and pipes that are causing further structural damage	Concealed pipes are not covered. Specialist are not covered e.g Leak Detectors
	Overflowing blocked drains (internal & external) that can cause further structural damage	Specialist are not covered e.g Drain specialist like Roto-Rooter & Drain Surgeon
	Geysers Problems (No hot water – dependent on case circumstances, water pressure, overflowing geyser)	Repairs not complying with regulated specifications such as SABS and others. Replacement of a burst geyser
		Jacuzzis, swimming pools and boreholes
<b>Locksmith</b>	If keys are broken off or lost for a main entrance or exit of the house	Leaking tap that runs into a basin or shower
	If a child is locked inside the house or any room within the house	Outbuildings and garages
<b>Glaziers</b>		Padlocks
	Any glass that has been damaged or broken and is causing a security risk to your premises	Mirrors or any specialised glass
<b>PS. Any other cases we will be able to assist the client but they will be liable for ALL the costs</b>		

## EMERGENCY MEDICAL SERVICES (ACCESS ONLY)

### EMERGENCY MEDICAL ASSIST

The following benefits are advisory services only:

- Medical advice and information
- Emergency telephonic advice and information, 24-hours, seven days a week
- Referrals to crisis lines
- Referrals to medical practitioners and facilities

The following benefits are on an access basis only (all costs are for your account):

- Emergency medical response to the scene of an incident
- Emergency medical transportation to the nearest appropriate medical facility
- Inter-hospital transfer
- Medical repatriation
- Escorted return of minors
- Compassionate visits
- Repatriation of mortal remains

*\* Please note: This cover is only valid for emergencies within the borders of South Africa*

## EMERGENCY CONTACT DETAILS

For assistance in the event of an emergency please contact the following numbers:

**24 Hour Number 0860 444 483**

Should this number be out of order, please contact  
the undermentioned backup number

**Backup Number: 083 289 8520**