



Personal Protector

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GENERAL CONDITIONS

1. DEFINITIONS

- 1.1 You/your/yours/yourself means the policyholder named in the schedule, other insured(s) and/or other parties to whom cover in terms of the sections of this policy has been provided.
- 1.2 We/us/our means the insurer, New National Assurance Company Limited, who are represented by Frontline Underwriting Managers, who act as agents for and on behalf of the Insurer.
- 1.3 Headnotes are for reference and do not affect the interpretation of the policy.

2. INTERPRETATION

The policy and schedule must be read as one document. Any word or expression given a specific meaning will have such meaning wherever it appears.

3. OBSERVANCE OF POLICY TERMS

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

4. PREVENTION OF LOSS

You must take all reasonable precautions to prevent loss or damage, bodily injury and accidents and should effect emergency repairs to your property to prevent further damage.

5. CLAIMS PROCEDURE, REQUIREMENTS AND CONDITIONS

- 5.1 If an event giving rise to or likely to give rise to a claim comes to your knowledge you must notify us as soon as reasonably possible and within 30 days and also as soon as reasonably possible give us
 - 5.1.1 particulars of other insurance covering the same event
 - 5.1.2 written details of the event
 - 5.1.3 such proofs, information and sworn declarations we may require from time to time
 - 5.1.4 any document or details of any communication received in connection with a claim.
- 5.2 No admission, statement, offer, promise, payment or indemnity may be made or accepted by you without our written consent.
- 5.3 The theft or loss of, or malicious damage to any insured article must be notified to the police and us as soon as is reasonably possible.
- 5.4 We may take over and conduct the defence or settlement of any claim and have the right to use your name for this purpose.
- 5.5 You must give all information, documentation and assistance required by us to obtain indemnity from other parties.
- 5.6 You must notify us immediately you become aware of any impending prosecution or inquest in respect of any event which may give rise to a claim.
- 5.7 If we deny liability for any claim made under this policy we will be relieved of liability unless summons is served on us within 90 days of repudiation.
- 5.8 We will not be liable under more than one section of this policy in respect of liability, loss or damage arising from the same event in respect of the same liability, loss or damage.
- 5.9 In respect of any section of this policy under which an indemnity is provided for liability to third parties, we may, upon the happening of any event, pay you the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and we shall thereafter not be under further liability in respect of such event.
- 5.10 If, after payment of a claim in respect of lost or stolen property, the property (the subject matter of the claim) or any part thereof is located, you will render all assistance in the identification and physical recovery of such property if called on to do so by us, provided that your reasonable expenses in rendering such assistance will be reimbursed by us. Should you fail to render such assistance in terms of this condition when called upon to do so, you will immediately become liable to repay us all amounts paid in respect of the claim.

5.11 In the event of a claim for which we become liable to provide indemnity for the maximum amount payable under any item(s) or section of the policy, we are not obliged in law or otherwise to provide a refund of premium for the unexpired period of insurance.

6. MORE THAN ONE POLICY

If the loss, damage or liability is covered by any other insurance we will not pay more than our rateable proportion.

7. REINSTATEMENT OF SUM INSURED

The sum insured will not be reduced by the amount of any claim. We may request you to pay a premium on the amount of the claim from the date of the loss or damage to the expiry of the period of insurance.

This condition applies separately to

7.1 Household Goods Section

7.2 Building Section

7.3 All Risks Section

8. CANCELLATION/PREMIUM PAYMENT

8.1 CANCELLATION

8.1.1 This policy or any section may be cancelled

8.1.1.1 by you at any time given in writing and we will be entitled to retain the customary short term premium or minimum premium

8.1.1.2 by us by 30 days notice given in writing to you at your last known or nominated address and we will retain a pro-rata premium. Notice shall be deemed to have been received by you after 10 days of the dispatch of the notice unless proven by you to the contrary.

8.2 PREMIUM PAYMENT

8.2.1 Annual Policy

premium is payable on or before inception date or renewal date as the case may be. We shall not be obliged to accept premium tendered to us after 15 days from inception date or renewal date as the case may be.

8.2.2 Monthly Policy

8.2.2.1 If the premium is not paid on the date that it was due to be paid

8.2.2.1.1 as a result of payment having been stopped by you this policy will be cancelled at 16h00 on the date that the premium was due to be paid

8.2.2.1.2 for any reason other than as described in 8.2.2.1.1 we will debit in the following month and should the outstanding premium not be paid when debited, the policy will be cancelled from the date the first unpaid premium was due to be paid.

8.2.2.2 If the first premium in respect of new business is not paid on due date, the policy will be cancelled from the date the policy was due (inception date).

9. AUTOMATIC INCREASE MARGIN

The sums insured under Household Goods Section and Building Section will be increased automatically on the anniversary/renewal date of this policy by a percentage commensurate with price indices. This does not relieve you of your responsibility to ensure that the sums insured represent the full value of the property at all times.

10. CHANGE IN CIRCUMSTANCES

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

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

Notwithstanding anything to the contrary contained in Exclusion 13.1.3

- 11.1 This policy is extended to cover loss of or damage to property directly occasioned by or through or in consequence of
 - 11.1.1 civil commotion, labour disturbances, riot, strike or lockout
 - 11.1.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 11.1.1 above.
- 11.2 This extension does not cover loss of or damage to property
 - 11.2.1 occurring either within the territorial limits of the Republic of South Africa or Namibia or beyond the territorial limits specified in the policy
 - 11.2.2 resulting from total or partial cessation of work, or the retarding or cessation of any process or operation
 - 11.2.3 occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
 - 11.2.4 related to or caused by any occurrence referred to in exclusion 13.1.3.2, 13.1.3.3, 13.1.3.4, 13.1.3.5 or 13.1.3.6 or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If we allege that by reason of 11.2.1, 11.2.2, 11.2.3, 11.2.4 loss or damage is not covered by this extension, the burden of proving the contrary shall rest on you.

- 11.3 Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exclusion, this policy does not cover loss of or damage to property or expense, of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this exclusion 11.3 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 we allege that by reason of exclusion 11.3, loss of or damage to property is not covered by this policy, the burden of proving the contrary shall rest on you.

12. JURISDICTION

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

13. EXCLUSIONS

13.1 We will not be liable for

13.1.1 any claim which is in any respect fraudulent

13.1.2 loss, damage or bodily injury deliberately caused by you or any person acting in collusion with you

13.1.3 loss of or damage to property related to or caused by

13.1.3.1 civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing

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

13.1.3.3 (a) mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege

(b) insurrection, rebellion or revolution

13.1.3.4 any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence

13.1.3.5 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

13.1.3.6 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

13.1.3.7 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in exclusions 13.1.3.1, 13.1.3.2, 13.1.3.3, 13.1.3.4, 13.1.3.5 or 13.1.3.6 above.

If we allege that, by reason of exclusions 13.1.3.1, 13.1.3.2, 13.1.3.3, 13.1.3.4, 13.1.3.5, 13.1.3.6 or 13.1.3.7 of this exclusion, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on you.

13.1.4 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.

13.2 Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exclusion, this policy does not cover loss or damage to property or expense, of whatsoever nature directly or indirectly caused by or 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 purposes of this exclusion 13.2 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 we allege that by reason of exclusion 13.2 loss of or damage to property is not covered by this policy, the burden of proving the contrary shall rest on you.

13.3 Except as regards the Personal Accident Section, this policy does not cover any legal liability, loss or damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:

13.3.1 ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;

13.3.2 nuclear material, nuclear fission or fusion, nuclear radiation;

13.3.3 nuclear explosives or any nuclear weapon;

13.3.4 nuclear waste in whatever form;

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

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

COMPUTER LOSS EXCLUSION

13.4 Notwithstanding any provision of this policy including any exclusion or extension or other provision not included herein which would otherwise override a general exclusion, this policy does not cover:

(a) loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom

(b) any legal liability of whatsoever nature

(c) any consequential loss

directly or indirectly caused by or contributed to by or consisting of or arising from 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 connection with any such date, or

(iii) to capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes, or

(iv) to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any Trojan horse, time or logic bomb or worm or any other destructive or disruptive code, media or programme or interference.

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

Special Extension to the above General Exclusion 13.4

1. Loss or destruction of or damage to the insured property by fire, explosion, lightning, earthquake or by the insured events referred to in 2. below or indemnified by Personal Accident, Motor, Motor Cycle, Trailer/Caravan or Pleasure Craft section is not excluded by this General Exclusion.

2. The insured events that are not excluded for the purpose of this Special Extension are damage caused by

2.1 Storm, flood, wind, rain, hail or snow excluding loss or damage to property in the open unless the property is designed to exist or operate in the open

2.2 Sudden damage to any building caused by impact

These Insured Events do not cover wear and tear or gradual deterioration.

3. 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 Loss General Exclusion and this Special Extension.

4. This Special Extension shall not apply to any Personal Liability indemnity.

13.5 We will not be liable for consequential loss or damage except as specifically provided.

SECTION 1 - HOUSEHOLD GOODS

DEFINITIONS

For this section

1. You/your/yours/yourself includes members of your family normally resident with you.
2. For the purposes of this section the private residence means:
 - 2.1 a building situated at the risk address shown in the schedule and in which a person resides and excludes the grounds upon which the building is situated
 - 2.2 an outbuilding which means a separate building situated at the risk address shown in the schedule and which is not interleading to the building defined in 2.1, regardless of whether it is detached, attached to or forming part of the building defined in 2.1 and excludes the grounds upon which the outbuilding is situated.
3. Property insured means
 - 3.1 household goods and personal effects (including money and negotiable instruments up to R2 500)
 - 3.2 business goods and equipment inside the private dwelling (for which we will indemnify you up to R30 000 in any 12 month period of insurance)
which belong to you or are your responsibility.

COVER PROVIDED

1. **INDEMNITY TO YOU**
 - 1.1 If the property insured is lost or damaged by an insured event we will pay at our option for or may choose to repair or replace it. The amount payable will be the current replacement cost.
 - 1.2 If at the time of loss or damage the cost of replacing the property insured as new is greater than the sum insured you will be your own insurer for the difference and will bear a rateable proportion of the loss or damage.
2. **INSURED EVENTS**

The insured events are

 - 2.1 Fire, lightning, explosion.
 - 2.2 Deliberate or wilful acts excluding loss or damage caused by or arising from theft or attempted theft.
 - 2.3 Storm, flood, wind, rain, hail or snow excluding loss or damage to property in the open unless the property is designed to exist or operate in the open.
 - 2.4 Earthquake.
 - 2.5 Bursting, leaking or overflowing of water apparatus, pipes or fixed oil-fired heating apparatus, excluding damage caused to the apparatus or pipes.
 - 2.6 Sudden damage caused by impact to the private residence.
 - 2.7 Theft or attempted theft from
 - 2.7.1 the private residence referred to under Definition 2.1
 - 2.7.2 that part of the private residence referred to in Definition 2.2, limited to R5 000 unless there is forcible and violent entry or exit
 - 2.7.3 a building in which you are temporarily residing or occupying
 - 2.7.4 any building in which you are employed
 - 2.7.5 any furniture storage depot or a bank safe deposit
 - 2.7.6 any other building if there is forcible and violent entry or exit.

- 2.8 Theft
- 2.8.1 of laundry, garden and swimming pool furniture, implements and pool safety nets and covers from the grounds of the private residence up to R5 000 any one claim
- 2.8.2 while being moved by professional removers during a permanent change in the risk address
- 2.8.3 while in transit to or from a furniture storage depot or a bank safe deposit
- 2.8.4 or attempted theft while in transit in your custody to or from any place of purchase, repair or renovation following an accident to the conveying vehicle or theft following forcible and violent entry into the vehicle up to an amount of R5 000 any one event.

3. **AUDIO VISUAL EQUIPMENT AND GLASS**

If in or on the private residence

- 3.1 any television set, video recorder, decoder, sound reproduction equipment, satellite dish or aerial is accidentally damaged (other than mechanical or electrical breakdown)
- 3.2 mirror glass or sheet glass in or on furniture or on an appliance is accidentally damaged

we will indemnify you.

4. **GUESTS**

If household goods and personal effects excluding money and negotiable instruments not otherwise insured belonging to a guest temporarily residing with you are lost or damaged by an insured event specified in 2.1 to 2.6 or by theft from the private residence we will indemnify the guest up to R5 000 any one claim.

5. **DOMESTIC STAFF'S PROPERTY**

If household goods and personal effects excluding money and negotiable instruments belonging to your domestic staff are lost or damaged in the private residence by an insured event we will indemnify the domestic staff up to R5 000 any one claim.

6. **REFRIGERATOR AND DEEP FREEZE CONTENTS**

In the event of deterioration of food in any refrigerator/deep freeze unit in the private residence as a result of

- 6.1 breakdown of or accidental damage to the unit
- 6.2 failure of power supplied by public authorities

we will indemnify you for loss of food up to R3 000 any one claim.

7. **KEYS AND LOCKS**

We will indemnify you for costs reasonably and necessarily incurred as a direct consequence of any keys and locks for the private residence owned by you being lost or damaged up to R3 000 any one claim.

8. **DOCUMENTS**

We will indemnify you for loss or damage caused by an insured event to your personal documents up to R5 000 any one claim. We will only be liable for the value of the material and the cost of labour in reinstating the documents or obtaining duplicates and not for the value to you of the content.

9. **MEDICAL AND VETERINARY EXPENSES**

If medical and veterinary expenses are incurred and paid for as a result of accidental bodily injury sustained by any

- 9.1 person other than yourself caused by a domestic animal owned by you
- 9.2 guest or visitor arising from any defect in the private residence
- 9.3 domestic staff in the course of their employment by you
- 9.4 domestic animal owned by you arising from a road accident

we will pay the expenses up to R5 000 per person or R1 000 per animal if not otherwise insured.

- 10. ACCIDENTAL DEATH**
If you sustain accidental bodily injury while in the private residence or its grounds and die as a result of the injury we will pay
- 10.1 R5 000 for a person 18 years of age and under
10.2 R10 000 for a person over 18 and under 76 years of age
- provided death occurs within 3 months of the injury.
- 11. RENT**
If the private residence becomes temporarily uninhabitable because of loss or damage caused by an insured event we will for the period necessary for reinstatement indemnify you for
- 11.1 rent for which you are liable
11.2 any reasonable additional costs incurred in providing alternative lodging for yourself, your family and domestic staff normally resident with you
- up to 25% of the Household Goods sum insured.
- 12. SECURITY GUARD**
We will indemnify you for costs reasonably and necessarily incurred in employing a security guard following loss or damage caused by an insured event up to R5 000 any one claim.
- 13. HOLE IN ONE**
If you score a hole-in-one playing as an amateur in a game of golf in terms of the rules at any recognised golf club we will pay R1 500 on written confirmation by the secretary of the club.
- 14. FULL HOUSE**
If you are part of a team of two, three or four which, playing as amateurs, scores a full house (that is, all eight or nine bowls to count) in a game of bowls in any competition played in terms of the rules of the South African Bowling Association, at any recognised bowling club, we will pay R1 500 on written confirmation by the secretary of the club.
- 15. TRAUMA**
If you are the victim of a violent act of theft, attempted theft, hold-up or hijacking which necessitates professional counselling we will pay compensation up to R5 000 any one event.
- 16. LOSS OF WATER BY LEAKAGE**
We will indemnify you for the costs of water lost through leakage from pipes in the private residence or on its grounds where you are responsible to pay the charge for such water subject to the following
- 16.1 only in the event of the quarterly reading of water consumption exceeding the average of the last previous four quarterly readings by 50% or more we will indemnify you for the cost of such additional water consumed up to a limit of R5 000. If less than 50% no indemnity will be provided
- 16.2 up to R5 000 shall be payable for not more than two separate incidents in any 12 month period of insurance
- 16.3 it shall be a condition precedent to liability under this extension that you shall upon discovery of a leak (by physical evidence or on receipt of an abnormally high water account) take immediate steps to repair the pipe(s) affected
- 16.4 this extension does not cover the cost of remedial action including repairs to the pipe(s) affected
- 16.5 we shall not be liable for claims
- 16.5.1 as a result of leaking taps, geysers, toilet systems and swimming pools
16.5.2 whilst the private residence is unoccupied for a period in excess of 30 days
16.5.3 where the water level of a swimming pool has to be topped as a result of a leaking inlet or outlet pipe.

17. CLEARANCE COSTS

We will indemnify you up to R5 000 any one claim for costs necessarily incurred in respect of the removal of debris from the private residence or its grounds following loss or damage hereby insured.

18. TRANSIT

We will indemnify you up to R5 000 for damage to Household Goods in your custody whilst in transit to or from any place of purchase, repair or renovation provided the damage is caused by fire, collision or overturning of the conveying motor vehicle.

19. DAMAGE TO THE GARDEN

We will pay costs reasonably and necessarily incurred by you in your capacity as owner of the private residence for the replacement of trees, shrubs and plants situated on the grounds of the private residence following damage due to fire, fire fighting operations, explosion, impact by vehicles or aircraft, other aerial devices or articles dropped therefrom or deliberate or wilful acts up to an amount of R5 000 excluding loss or damage caused by or arising from theft or attempted theft.

20. PERSONAL LIABILITY - OCCUPANTS RISK

20.1 INDEMNITY TO YOU

If you become legally liable to pay compensation as a householder occupying the private residence for accidental death, bodily injury or illness or accidental loss of or damage to property occurring during the period of insurance we will indemnify you up to R3 000 000 any one accident or series of accidents arising out of one event including costs and expenses recoverable by any claimant from you and incurred with our written consent.

20.2 TENANTS LIABILITY

If you become legally liable as tenant and not as owner for

20.2.1 damage to the private residence and outbuildings (including fixtures and fittings) caused by an insured event specified in this section

20.2.2 accidental damage to fixed sanitaryware or fixed glass

20.2.3 accidental damage to water, gas, sewerage, electricity or telephone connections to the private residence or outbuildings

we will indemnify you in terms of 20.1 above up to the amount shown in the schedule for any one accident or series of accidents arising out of one event.

20.3 EXCLUSIONS

We will not indemnify you for

20.3.1 compensation payable to

20.3.1.1 you or any member of your family normally resident with you

20.3.1.2 any person acting in the course of their employment with you at the time of the accident other than domestic staff

20.3.1.3 your directors, members, trustees or beneficiaries or members of their families normally resident with them if you are a Company, Close Corporation or Trust

20.3.2 compensation payable for loss of or damage to the property in the custody or control of

20.3.2.1 you or any member of your family normally resident with you

20.3.2.2 any person acting in the course of his employment with you at the time of the accident

20.3.2.3 your directors, members, trustees or beneficiaries or members of their families normally resident with them if you are a Company, Close Corporation or Trust

20.3.3 compensation payable directly or indirectly due to

20.3.3.1 your employment, business or profession

20.3.3.2 the ownership of land or buildings (other than the private residence insured by Section 3. Building and land upon which they are situated provided the land is used for residential purposes)

20.3.3.3 the occupation of land or buildings, other than your private residence

20.3.3.4 the use of any motor vehicle, caravan, trailer, air or water craft (other than model aircraft, surfboard or paddle ski) owned by or in the custody or control of yourself or your domestic staff

20.3.4 liability accepted by agreement which would not have attached in the absence of the agreement.

SPECIAL EXCLUSIONS

We will not be liable for

1. loss or damage caused, sustained or incurred outside the territorial limits of the Republic of South Africa, Lesotho, Botswana, Swaziland, Namibia, Malawi, Mozambique and Zimbabwe
2. theft of money and negotiable instruments unless stolen from a building mentioned in 2.7.1 to 2.7.4 and there is forcible and violent entry or exit
3. theft from the private residence while lent, let or sub-let unless there is forcible and violent entry or exit
4. loss of or damage or injury to animals, more than one gold coin, stamp and coin collections, motor vehicles, caravans and trailers including their fitted accessories, air or water craft (not a surfboard or paddle ski) and their equipment
5. any amount exceeding 10% (ten percent) of the sum insured for Household Contents in respect of platinum, gold and/or silver articles, diamonds, precious stones, watches and other jewellery, unless kept in a locked category 1 or similar security safe, where the limit will then be increased to 30% (thirty percent) of the total sum insured for Household Contents.
6. any amount exceeding 30% (thirty percent) of the sum insured for Household Contents in respect of furs, Paintings and works of art, precious stones, watches, platinum, gold, silver articles, photographic equipment, oriental rugs and carpets.
7. loss of or damage to property more specifically insured

SPECIAL CONDITION

1. **FIRST AMOUNT PAYABLE**
In respect of any occurrence giving rise to a claim in terms of this section other than Personal Liability you will be responsible for the First Amounts Payable shown in the schedule.
2. **AUTOMATIC INFLATION MARGIN**
The sum insured will be increased every month by a percentage proportionate to the national inflation rate (10% per annum). No monthly premium adjustment will be made until the annual renewal / anniversary date of the Policy, whereafter the renewal premium will be calculated on the adjusted sum insured.

OPTIONAL COVER - ONLY APPLIES WHEN INDICATED IN THE SCHEDULE

1. **ACCIDENTAL DAMAGE**
We will at our option by payment, repair or replacement indemnify you for accidental damage to household goods in the private residence

We will not be liable for
 - 1.1 more than 20% of the sum insured indicated in the schedule for any single item
 - 1.2 more than the sum insured indicated in the schedule for any one claim
 - 1.3 loss or damage
 - 1.3.1 caused by or resulting from wear and tear, depreciation, electrical or mechanical breakdown, rust, mildew, moth, vermin, insects, your own domestic pets, any gradually operating cause, process of dyeing, cleaning or renovating, the action of light or atmospheric conditions, confiscation or detention by any process of law
 - 1.3.2 to furniture or domestic appliances by scratching, denting or chipping
 - 1.3.3 to firearms, video or audio tapes, dvd or compact discs and cellular phones.
 - 1.4 consequential loss of any nature.
2. **FIRE & PERILS COVER ONLY**

COVER PROVIDED
Insured events 2.7 and 2.8 and paragraphs 3 to 18 are deleted.

SECTION 2 - BUILDING

DEFINITIONS

For this section

1. You/your/yours/yourself means the policyholder named in the schedule.
2. The private residence shall mean the building and outbuildings, landlord's fixtures and fittings, water sewerage, gas, electricity and telephone connections, paths and driveways constructed of brick, concrete, pavers, asphalt or stone (not gravel), walls, gates and fences (excluding hedges), swimming pools (other than pools that are built above ground level and vinyl lined pools) including fixed filtration plant, pool safety nets and covers, water-pumping machinery (not automatic pool cleaners), tennis courts, sauna and spa baths belonging to you and situated at the risk address shown in the schedule.
3. Reinstatement means, if the private residence is
 - 3.1 destroyed, we will rebuild it
 - 3.2 damaged, we will repair the damaged portion as nearly as possible to its condition when new

COVER PROVIDED

1. INDEMNITY TO YOU

Following loss of or damage to the private residence arising from or caused by an insured event

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

2. INSURED EVENTS

The insured events are

- 2.1 Fire, lightning, explosion.
- 2.2 Deliberate or willful acts excluding loss or damage caused by or arising from theft or attempted theft.
- 2.3 Storm or flood excluding loss or damage
 - 2.3.1 to gates and fences other than metal palisades and any motor attached thereto
 - 2.3.2 directly caused by movement of the land supporting the private residence even if such movement is directly or indirectly caused by storm or flood. This exclusion will not apply to the removal of land supporting the private residence by flowing surface water
 - 2.3.3 caused by wear and tear or gradual deterioration.
- 2.4 Earthquake.
- 2.5 Bursting, leaking or overflowing of water apparatus or fixed oil-fired heating apparatus.

- 2.6 Theft or attempted theft provided that if the private residence is vacant there is forcible and violent entry or exit.
- 2.7 Impact by animals, vehicles, falling trees or parts of trees, aircraft and other aerial devices or articles dropped therefrom.
- 2.8 Breakage or collapse of fixed radio or television aerials, satellite dishes or masts.
- 3. GLASS AND SANITARYWARE**
In the event of accidental breakage in the private residence (except when it is vacant) of
- 3.1 fixed glass
3.2 fixed sanitaryware excluding chipping, scratching or disfiguration
- we will pay for or choose to repair or replace it.
- 4. RENT**
If the private residence becomes temporarily uninhabitable as a result of insured loss or damage we will pay you up to 25% of the sum insured on the private residence. The amount payable will be based on the period necessary for reinstatement and
- 4.1 the annual rental value of the unfurnished private residence if it was your permanent residence
4.2 the annual rent of the unfurnished private residence if it was tenanted at the time of the loss or damage.
- 5. WATER-PUMPING MACHINERY**
In the event of accidental loss of or damage (not directly or indirectly due to wear and tear) to fixed filtration plant or water-pumping machinery (not automatic pool cleaners) in domestic use we will pay for or choose to repair or replace it up to a maximum amount of R5 000 any one claim.
- 6. PUBLIC SUPPLY OR MAINS CONNECTIONS**
In the event of accidental loss of or damage to water, sewerage, gas, electricity or telephone connections belonging to you or for which you are responsible between your private residence and the public supply we will pay for or may choose to repair them.
- 7. PUBLIC AUTHORITIES REQUIREMENTS**
We will pay costs necessarily incurred in repairing or rebuilding in accordance with the requirements of public authorities following loss of or damage to the private residence by an insured event excluding the requirement of public authorities relating to defective workmanship, design, plan or specification.
- 8. FIRE BRIGADE CHARGES**
If the authorities charge you with the cost of fire extinguishing following fire damage to the private residence we will indemnify you.
- 9. DEMOLITION AND PROFESSIONAL FEES**
We will pay costs necessarily incurred by you with our written consent
- 9.1 in demolishing the private residence, removing debris from the site and erecting hoardings required for building operations
9.2 for architects' quantity surveyors' and consulting engineers' fees
9.3 for local authorities' scrutiny fees
- following loss of or damage to the private residence by an insured event.
- 10. SECURITY GUARD**
We will indemnify you for costs reasonably and necessarily incurred in employing a security guard following loss or damage caused by an insured event up to R5 000 any one claim.

11. LOSS OF WATER BY LEAKAGE

We will indemnify you for the costs of water lost through leakage from pipes in the private residence or on its grounds where you are responsible to pay the charge for such water subject to the following

- 11.1 only in the event of the quarterly reading of water consumption exceeding the average of the last previous four quarterly readings by 50% or more we will indemnify you for the cost of such additional water consumed up to a limit of R5 000. If less than 50% no indemnity will be provided
- 11.2 up to R5 000 shall be payable for not more than two separate incidents in any 12 month period of insurance
- 11.3 it shall be a condition precedent to liability under this extension that you shall upon discovery of a leak (by physical evidence or on receipt of an abnormally high water account) take immediate steps to repair the pipe(s) affected
- 11.4 this extension does not cover the cost of remedial action including repairs to the pipe(s) affected
- 11.5 we shall not be liable for claims
 - 11.5.1 as a result of leaking taps, geysers, toilet systems and swimming pools
 - 11.5.2 whilst the private residence is unoccupied for a period in excess of 30 days
 - 11.5.3 where the water level of a swimming pool has to be topped as a result of a leaking inlet or outlet pipe.

12. REMOVAL OF FALLEN TREES

We will pay costs necessarily incurred by you with our written consent for the removal of fallen trees from the private residence following an insured event, up to R5 000 in any 12 month period of insurance.

13. PROPERTY OWNERS LIABILITY

13.1 INDEMNITY TO YOU

If you become legally liable to pay compensation as owner of the private residence for accidental death, bodily injury or illness or accidental loss of or damage to property occurring during the period of insurance we will indemnify you up to a maximum limit of R3 000 000 any one accident or series of accidents arising out of one event including costs and expenses recoverable by any claimant from you and incurred with our written consent.

13.2 EXCLUSIONS

We will not indemnify you for

13.2.1 compensation payable to

- 13.2.1.1 you or any member of your family normally resident with you
- 13.2.1.2 any person acting in the course of their employment with you at the time of the accident other than domestic staff
- 13.2.1.3 your directors, members, trustees or beneficiaries or members of their families normally resident with them if you are a Company, Close Corporation or Trust

13.2.2 compensation payable for loss of or damage to property in the custody or control of

- 13.2.2.1 you or any member of your family normally resident with you
- 13.2.2.2 any person acting in the course of his employment with you at the time of the accident
- 13.2.2.3 your directors, members, trustees or beneficiaries or members of their families normally resident with them if you are a Company, Close Corporation or Trust

13.2.3 compensation payable directly or indirectly due to

- 13.2.3.1 your employment, business or profession
- 13.2.3.2 the ownership of land or buildings (other than the private residence insured by this Section and land upon which they are situated provided the land is used for residential purposes)
- 13.2.3.3 the occupation of land or buildings, other than your private residence
- 13.2.3.4 the use of any motor vehicle, caravan, trailer, air or water craft (other than model aircraft, surfboard or paddle ski) owned by or in the custody or control of yourself or your domestic staff

13.2.4 liability accepted by agreement which would not have attached in the absence of the agreement.

SPECIAL CONDITIONS

1. FIRST AMOUNT PAYABLE

In respect of any occurrence giving rise to a claim in terms of this section other than Property Owners Liability you will be responsible for the First Amounts Payable shown in the schedule.

2. BUILDING OPERATIONS

While the private residence is being structurally altered cover provided by 3. Glass and Sanitaryware, 4. Rent and 13. Property Owners Liability will not apply to loss, destruction, damage or liability arising directly or indirectly from such alteration.

3. MORTGAGEE

The interest of the mortgagee

3.1 ranks prior to your interest

3.2 is limited to the amount owing to the mortgagee by you on the home loan account in respect of the insured private residence

3.3 will not be invalidated by any act or omission of yours if such act or omission occurs without the mortgagee's knowledge.

4. TENANTS

This insurance will not be invalidated by any act or omission of a tenant of yours provided you notify us as soon as such act or omission comes to your knowledge.

5. HOME BUSINESS

This insurance shall not be invalidated if you carry a business from the private residence provided that

5.1 such business is not a manufacturing concern

5.2 the buildings are primarily occupied as a private residence

5.3 no person other than you is employed specifically for such business unless the nature of the business is an office or consulting room and

5.4 the risk of loss or damage to the buildings is not thereby increased.

6. AUTOMATIC INFLATION MARGIN

The sum insured will be increased every month by a percentage proportionate to the national inflation rate (10% per annum). No monthly premium adjustment will be made until the annual renewal / anniversary date of the Policy, whereafter the renewal premium will be calculated on the adjusted sum insured.

OPTIONAL COVER - APPLIES WHEN INDICATED IN THE SCHEDULE

1. SUBSIDENCE

1.1 This section is extended to include loss of or damage to the private residence caused by subsidence or heave of the land supporting the private residence or landslip provided such loss or damage is not caused by or does not arise from

1.1.1 excavations other than mining excavations

1.1.2 alterations, additions or repairs to the private residence

1.1.3 the compaction of infill

1.1.4 defective design, materials or workmanship

1.1.5 normal settlement, shrinkage or expansion of the private residence.

1.2 We will not be liable for loss of or damage to

1.2.1 solid floor slabs or any other part of the private residence resulting from the movement of such slabs, unless the foundations supporting the external walls of the private residence or outbuildings are damaged by the same cause at the same time

1.2.2 swimming pools, tennis courts, patios, terraces, driveways, paths, septic or conservancy tanks, drains, water courses, walls, gates, posts and fences unless the private residence or outbuildings are damaged by the same cause at the same time.

1.3 We will not be liable for work necessary to prevent further loss or damage due to subsidence, heave or landslip except where appropriate design precautions were implemented during the original construction of the private residence and any subsequent additions thereto.

SECTION 3 - PERSONAL LIABILITY

DEFINITION

For this section

You/your/yours/yourself includes members of your family normally resident with you.

COVER PROVIDED

1. INDEMNITY TO YOU

If you become legally liable to pay compensation for accidental death, bodily injury or accidental loss of or damage to property occurring during the period of insurance we will indemnify you up to the amount shown in the schedule for any one accident or series of accidents arising out of one event including costs and expenses recoverable by any claimant from you and incurred with our written consent.

SPECIAL EXCLUSIONS

We will not indemnify you for

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

SECTION 4 - ALL RISKS

DEFINITIONS

For this section

1. You/your/yours/yourself includes members of your family normally resident with you.
2. Property insured means
 - 2.1 General
 - 2.1.1 clothing
 - 2.1.2 personal effects, normally worn or designed to be carried on or by the person
 - 2.1.3 personal equipment normally worn or used by the person participating in sport belonging to you.
 - 2.2 Specified
 - 2.2.1 property described in the specified article schedule

COVER PROVIDED

1. INDEMNITY TO YOU

- 1.1 General
If general property is accidentally lost or damaged we will pay for or may choose to repair or replace it.
The amount payable will be the current replacement cost.
- 1.2 Specified
If specified property is accidentally lost or damaged we will pay for or may choose to repair or replace it.

2. COLLECTIONS

- 2.1 Stamp
If a stamp collection is specified in the schedule
 - 2.1.1 we will only be liable if one or more complete pages of the collection are lost or damaged
 - 2.1.2 our liability for any one stamp will not exceed two-thirds of the value stated in any current recognized catalogue up to R5 000 any one stamp.
- 2.2 Coin
If a coin collection is specified in the schedule we will not be liable for
 - 2.2.1 current coins
 - 2.2.2 more than R5 000 for any one coin.

3. CONTENTS OF CARAVAN

If the contents of a caravan are specified in the schedule the following apply to that item.

- 3.1 Definition
Property insured means household goods, which belong to you or are your responsibility, while in the caravan or attached side tent.
- 3.2 Indemnity to you
If the property insured is accidentally lost or damaged we will pay for or may choose to repair or replace it.
The amount payable will be the current replacement cost.
If at the time of loss or damage the cost of replacing the property insured as new is greater than the sum insured you will be your own insurer for the difference and will bear a rateable proportion of the loss or damage.

- 3.3 Special exclusions
We will not be liable for
 - 3.3.1 theft of property insured while the caravan or attached side tent is unoccupied unless there is forcible and violent entry
 - 3.3.2 more than R1 000 or 25% of the sum insured, whichever is the greater, for any one article
 - 3.3.3 the permanent fittings of the caravan
 - 3.3.4 stamp and coin collections, money, documents, jewellery, furs or any article more specifically insured
 - 3.3.5 loss or damage caused by fraud or dishonesty by any person to whom the caravan is on loan or hire.

- 4. **CAR RADIO'S**
If sound reproduction equipment fitted to a motor vehicle is specified in the schedule special exclusion 2. below does not apply to that item.

- 5. **SAFE DEPOSIT**
In respect of any item indicated on the schedule as being kept in a bank safety deposit box, insurance in terms of this section only applies while the item(s) is contained in such safety deposit in a bank.

- 6. **HOUSEHOLD GOODS IN TRANSIT**
2.1 General (See Definitions) is extended to include theft of household goods including groceries belonging to you and in your custody while in transit to or from any place of purchase, repair or renovation.

SPECIAL EXCLUSIONS

We will not be liable for

- 1. in respect of 2.1 General
 - 1.1 more than 25% of the sum insured or R2 000 whichever is the greater for any one article
 - 1.2 pedal cycles, contact lenses, firearms, portable radio/tape/cd players, ipod's, MP3 players, compact discs, tapes, cellular telephones and accessories, computer equipment of any description, tools, stamp and coin collections, money and documents
 - 1.3 motor vehicles (including the accessories), trailers, caravans, hang gliders, air and water craft other than surfboards and paddle skis
 - 1.4 property more specifically insured.

- 2. loss or disappearance of the insured property from any motor vehicle, caravan, trailer or watercraft when left unattended unless such loss or disappearance follows upon forcible and violent entry of the said motor vehicle, caravan, trailer or watercraft but in the case of motor vehicles, cover is restricted to property contained in a locked boot or concealed in a compartment forming part of a locked vehicle.

- 3. wear, tear and depreciation.

- 4. electrical or mechanical breakdown not accompanied by other damage.

- 5. the special value which any article may have as part of a set.

- 6. the cost of reproducing sounds, data and images on tapes, records, film or magnetic media or any other electronic media.

- 7. loss or damage caused
 - 7.1 by vermin, moths or gradually operating causes
 - 7.2 during any process of cleaning, dyeing or renovating
 - 7.3 by confiscation or detention by any process of law.

- 8. bursting and splitting of gun barrels.

SPECIAL CONDITION

1. FIRST AMOUNT PAYABLE

In respect of any claim for property insured under General, you will be responsible for the First Amount Payable shown in the schedule.

2. JEWELLERY (and if specified in the Schedule and a premium has been paid for it)

It is a Policy Condition that items with a sum insured exceeding R5 000 must be accompanied by the necessary valuation certificate indicated on the schedule prior to any payments arising from any loss or damage.

Items with a sum insured of R5 000 or more must be examined by an acknowledged professional jeweller at least every 24 (twenty-four) months for any wear and tear and possible damage. The necessary certificates must be available on request.

Jewellery with a sum insured of R5 000 or more must be kept in a locked safe when not worn on the person.

Jewellery with a total sum insured of R10 000 or more must be kept in a locked safe when not worn on the person.

SECTION 5 - MOTOR

DEFINITIONS

For this section

1. You/your/yours/yourself means the person in whose name this policy is issued and spouse
2. Vehicle means
 - 2.1 a car
 - 2.2 a goods vehicle with a gross mass not exceeding 3500kg and its accessories and spare parts whilst thereon, listed in the schedule and owned by you
 - 2.3 any vehicle (and its accessories and spare parts whilst thereon) hired, leased or temporarily used by you as a replacement for an insured vehicle out of use for the purpose of overhaul, upkeep and/or repair by the motor trade provided that our maximum liability shall not exceed the limit of indemnity of the replaced vehicle as listed in the schedule.

PART A. COVER PROVIDED - COMPREHENSIVE

1. INDEMNITY TO YOU

Loss of or damage to the vehicle

- 1.1 If the vehicle or any part of it is lost or damaged we will at our option indemnify you by
 - 1.1.1 paying for its repair at a repairer acceptable by us or replacement less the First Amount Payable or
 - 1.1.2 paying the amount of the loss or damage, less the First Amount Payable.

If the vehicle is the subject of an instalment sale or lease agreement any money due to you will be used first towards the repayment of the debt under the agreement. The receipt of the owners referred to in the agreement will be a complete discharge to us for the repayment.

Maximum amount payable

- 1.2 If you are the first registered owner of a new vehicle and within 12 months of registration it is
 - 1.2.1 stolen or hijacked and not recovered and physically returned to us or
 - 1.2.2 damaged and the assessed cost of repairs exceeds 70% of the current new retail price including Value Added Tax (VAT) and
 - 1.2.3 the vehicle has not been driven more than 30,000 kilometres since newthe maximum amount payable by us will be the current purchase price of a new vehicle of the same or a similar model or the limit of indemnity shown in the schedule, whichever is the lower, less the First Amount Payable.
- 1.3 If the vehicle is lost or damaged
 - 1.3.1 more than 12 months after first registration or
 - 1.3.2 you are not the first registered owner of the vehiclethe maximum amount payable by us will be the limit of indemnity shown in the schedule or the reasonable retail value of the vehicle at the time of loss or damage, whichever is the lower, less the First Amount Payable.

2. PROTECTION AND REPAIR

If insured loss or damage occurs

- 2.1 we will pay the reasonable cost of protection and removal of the vehicle to the nearest repairer
- 2.2 you may authorise repairs to the vehicle up to R2 000 without our consent provided a detailed quotation is immediately given to us.

3. DELIVERY AFTER REPAIR

After repair to insured damage we will pay the reasonable cost of delivering the vehicle to your address in the Republic of South Africa.

- 4. MEDICAL EXPENSES**
If any occupant of the vehicle sustains bodily injury as a direct result of loss of or damage to the vehicle we will pay you the medical expenses actually incurred and paid by you in connection with the injury up to R2 000 per injured occupant, but not more than R20 000 in total for all occupants injured if not otherwise insured.
- 5. WINDSCREEN / WINDOW GLASS**
The claim free group will not be altered following a claim for replacement of or repair to windscreen/window glass of the vehicle provided that there is no other loss or damage to the vehicle.
- 6. CREDIT SHORTFALL**
- 6.1 If any vehicle comprehensively insured under this section is
- 6.1.1 stolen or hijacked (and not physically returned to us) or
- 6.1.2 damaged and the assessed cost of repairs exceeds 70% of the reasonable retail value we will pay to the registered finance company that financed the purchase of the vehicle any difference between the reasonable retail value and the settlement balance outstanding under a valid credit agreement subject to the total payment not exceeding the limit of indemnity shown in the schedule less the First Amount Payable.
- 6.2 The settlement balance outstanding is defined as the payment due at any specified date that would settle the actual debt owing to the finance company but excluding
- 6.2.1 payments and or interest in arrears
- 6.2.2 any additional finance charges
- 6.2.3 early settlement penalties
- 6.2.4 any other amounts refundable to you
- 6.2.5 any legal costs owing to the finance company by you.
- 6.3 Cover under this extension is subject to
- 6.3.1 liability having been admitted for loss or damage in terms of 1. Indemnity To You
- 6.3.2 you providing us within 30 days of the loss or damage a copy of the credit agreement and a statement of your account reflecting the settlement balance outstanding as at the date of loss or damage.
- 7. EMERGENCY HOTEL EXPENSES**
In the event of loss of or damage to the insured vehicle we will pay emergency hotel expenses necessarily incurred by you and one passenger up to R350 per person per day for a maximum period of 2 days and a maximum benefit of R2 000 any 12 month period of insurance subject to the loss or damage occurring not less than 250 km from your private residence.
- 8. WRECKAGE REMOVAL**
The cover provided under this section extends to include costs and expenses incurred by the Insured in respect of the clearing up and removal of debris and wreckage of the insured vehicle up to R2 000 any one claim.
- 9. TRAUMA**
If you are a victim of a violent act of theft, attempted theft, hold-up or hijacking which necessitates professional counseling we will pay compensation up to R5 000 any one claim.
- 10. LOCKS AND KEYS**
We will indemnify you for costs reasonably and necessarily incurred as a direct consequence of any keys and locks for the vehicle owned by you being lost or damaged up to R5 000 any one claim.
- 11. TRACKING DEVICE**
In the event that you have an operational tracking system in your vehicle and the vehicle is irreparably damaged or unrecovered following theft, we will pay to an approved Vehicle Tracking Company the actual cost up to R1 500 to install a tracking system on your new vehicle provided that the installation is authorised by us.

12. VEHICLE SHARING

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

- 12.1 the passengers are not being carried in the course of a passenger-carrying business
- 12.2 the total payments received for such journey do not involve any element of profit.

13. REPATRIATION CLAUSE

If an insured vehicle is damaged outside the Republic of South Africa, the Insured will be responsible for the repatriation cost thereof, unless New National has specifically approved the opposite in writing.

14. CONSTRUCTIVE TOTAL LOSS (outside the Republic of South Africa)

If an insured vehicle suffers an insured event in terms of Part A COVER PROVIDED - COMPREHENSIVE and the vehicle is repairable, but for costs involved in recovering the vehicle from the final place it has come to rest after the accident and returning the vehicle to the Republic of South Africa, the following Special Conditions are applicable:

- a) the company will settle the claim for the estimated cost of repair or the lesser of the retail value or the sum stated as maximum indemnity in the schedule, less:
 - i) the first amount payable
 - ii) the value of the salvage calculated on the basis of what would have been realised if the vehicle had been recovered and had been returned to a major repair centre in the Republic of South Africa.
- b) on payment as set out in (a) above the salvage shall belong to the Insured.

PART B. LIABILITY TO THIRD PARTIES

- 1.1 In the event of an accident caused by or in connection with the vehicle or attached trailer, caravan, car or goods vehicle with a gross mass not exceeding 3 500 kg being towed (other than for reward) we will indemnify you against all sums including claimant's costs and expenses for which you become legally liable for
 - 1.1.1 death or bodily injury to any person
 - 1.1.2 damage to property.
- 1.2 We will pay costs and expenses incurred with our written consent.
- 1.3 We may arrange for
 - 1.3.1 representation at any inquiry into death
 - 1.3.2 the defence of criminal proceedings arising from any act related to an indemnifiable event
- 1.4 In terms of liability to third parties 1.1 and 1.2 we will
 - 1.4.1 indemnify any person who is driving or using the vehicle with your permission provided such person
 - 1.4.1.1 is not entitled to indemnity under any other policy
 - 1.4.1.2 is though he/she were you is subject to the terms of the policy as far as they can apply
 - 1.4.1.3 has not been refused any motor vehicle insurance
 - 1.4.2 indemnify you while driving a car or goods vehicle with a gross mass not exceeding 3 500 kg excluding damage thereto not
 - 1.4.2.1 owned by you
 - 1.4.2.2 being purchased leased or hired by you under a credit or similar agreement.

The First Amount Payable indicated in the schedule will not be applicable in respect of indemnity provided under this cover.

SPECIAL EXCLUSIONS

1. LOSS OF OR DAMAGE TO THE VEHICLE

We will not be liable for

- 1.1 more than 5% of the limit of indemnity shown in the schedule or R1 000, whichever is the greater for any type of radio and sound reproduction equipment other than radio and sound reproduction equipment installed by the manufacturer of the vehicle when new
- 1.2 depreciation, wear and tear, gradually operating causes, mechanical or electrical breakdown, failure or breakage
- 1.3 damage to the engine or tyres or those parts of the vehicle actually connected to the engine or tyres unless some other part of the vehicle is damaged at the same time or the engine or those parts of the vehicle actually connected to the engine or tyres is damaged by direct impact.

2. GENERAL

We will not be liable for loss, damage, injury or liability caused, sustained or incurred

- 2.1 outside the territorial limits of the Republic of South Africa, Botswana, Lesotho, Mozambique, Malawi, Namibia, Swaziland and Zimbabwe except for loss of or damage to the vehicle while in transit by water between ports in the territorial limits.
- 2.2 while the vehicle is being driven or used
 - 2.2.1 other than in accordance with description of use as described in Special Condition 2
 - 2.2.2 by you (or any person with your consent) unless licensed to drive the vehicle and in possession of a valid driving licence in terms of legislation applying to the territory in which the vehicle is being used. If a licence is subject to renewal the driver must have held and not be disqualified from holding or obtaining such a licence. This exclusion will not apply if the vehicle is being driven by you (or any person with your consent) while learning to drive and legislation relating to the learner drivers is being obeyed
 - 2.2.3 by you while under the influence of intoxicating liquor or drugs or while the concentration of alcohol in your blood exceeded the statutory limit
 - 2.2.4 by any person, with your consent and knowledge, who you know is under the influence of intoxicating liquor or drugs or while the concentration of alcohol in their blood exceeded the statutory limit
 - 2.2.5 in a condition which does not comply with the provisions and regulations of The Road Traffic Ordinances of the Republic of South Africa or any similar legislation which applies to the territorial limits referred to in Special Exclusions 2.1 of this Section
- 2.3 while a goods vehicle is being used to carry goods for business or professional purposes
- 2.4 arising out of contract or by agreement which would not have attached in the absence of the contract or agreement.

3. LIABILITY TO THIRD PARTIES

We will not be liable for

- 3.1 death of or bodily injury to
 - 3.1.1 a member of your family normally resident with you
 - 3.1.2 any person being carried in the trailer or caravan referred to in Part B. Liability to Third Parties
 - 3.1.3 an employee, other than domestic staff, of yours or your family, who is killed or injured in the course of such employment
 - 3.1.4 any passenger carried outside the cab portion of any vehicle.
- 3.2 damage to property
 - 3.2.1 belonging to or held in trust by or in the custody or control of you or your family
 - 3.2.2 being carried in the trailer or caravan referred to in Part B. Liability to Third Parties.
- 3.3 so much of any compensation provided or insurable in terms of any motor vehicle insurance legislation.
- 3.4 more than R2 500 000 including all costs and expenses for death or bodily injury to persons traveling in the vehicle if it is being driven by a person under 25 years of age.
- 3.5 more than R2 500 000 including all costs and expenses for any one accident or series of accidents arising out of one event.

OPTIONAL COVER - IF STATED IN THE SCHEDULE TO BE INCLUDED

1. CAR HIRE (LOSS OR DAMAGE)

- 1.1 We will pay the actual car hire charges including the cost of delivery for a vehicle (not exceeding 1600cc engine capacity) up to a maximum limit of R250 per day on an unlimited distance basis but excluding the cost of fuel and lubricants
 - 1.1.1 if the vehicle cannot be driven following insured loss or damage
 - 1.1.2 while the vehicle remains unrecovered following theft
- 1.2 the period of hire must commence not later than 30 days from the day on which
 - 1.2.1 the vehicle was handed to the motor trade for repair or
 - 1.2.2 the theft of the vehicle is reported to us
- 1.3 the period of hire must terminate
 - 1.3.1 the day you regain possession of the vehicle or
 - 1.3.2 the day we discharge our liability for total loss of the vehicle or
 - 1.3.3 after a maximum period of 30 days
whichever occurs first.
- 1.4 Provided that the order for the hire of a vehicle must be placed through and authorised by us and you accept any terms and conditions imposed upon you by the Car Hire company.

2. THIRD PARTY ONLY COVER

The following are deleted (see Cover Provided - Comprehensive) :-

- 1. Indemnity to You (Loss of or damage to the vehicle)
- 2. Protection and Repair
- 3. Delivery after Repair
- 4. Medical Expenses
- 5. Windscreen / Window Glass
- 6. Credit Shortfall
- 7. Emergency Hotel Expenses
- 8. Wreckage Removal
- 9. Trauma
- 10. Locks and Keys
- 11. Tracking Device
- 13. Repatriation Clause
- 14. Constructive Total Loss (outside the Republic of South Africa)

3. THIRD PARTY, FIRE AND THEFT COVER

3.1 INDEMNITY TO YOU

Loss of or damage to the vehicle

- 3.1.1 if the vehicle or any part of it is lost or damaged by fire, lightning, explosion, theft or attempted theft we will by payment or at our choice by repair or replacement indemnify you by
 - 3.1.1.1 paying for its repair at a repairer acceptable to us or replacement less the First Amount Payable
or
 - 3.1.1.2 paying the amount of the loss or damage less the First Amount Payable.

If the vehicle is the subject of an instalment sale or lease agreement any money due to you will be used first towards the repayment of the debt under the agreement. The receipt of the owners referred to in the agreement will be a complete discharge to us for repayment.

Maximum amount payable

- 3.1.2 The maximum amount payable by us will be the limit of indemnity shown in the schedule or the reasonable retail value of the vehicle at the time of loss or damage whichever is the lower, less the First Amount Payable.

3.2 REPATRIATION CLAUSE

If an insured vehicle is damaged outside the Republic of South Africa, the Insured will be responsible for the repatriation cost thereof, unless New National has specifically approved the opposite in writing.

3.3. CONSTRUCTIVE TOTAL LOSS (outside the Republic of South Africa)

If an insured vehicle suffers an insured event in terms of Part A COVER PROVIDED - COMPREHENSIVE and the vehicle is repairable, but for costs involved in recovering the vehicle from the final place it has come to rest after the accident and returning the vehicle to the Republic of South Africa, the following Special Conditions are applicable:

- a) the company will settle the claim for the estimated cost of repair or the lesser of the retail value or the sum stated as maximum indemnity in the schedule, less:
 - j) the first amount payable
 - ii) the value of the salvage calculated on the basis of what would have been realised if the vehicle had been recovered and had been returned to a major repair centre in the Republic of South Africa.
- b) on payment as set out in (a) above the salvage shall belong to the Insured.

3.4 SPECIAL EXCLUSIONS

3.4.1 LOSS OF OR DAMAGE TO THE VEHICLE

We will not be liable for

- 3.4.1.1 any type of radio and other sound reproduction equipment
- 3.4.1.2 depreciation, wear and tear, gradually operating causes, mechanical or electrical breakdown, failure or breakage
- 3.4.1.3 damage to the engine or tyres or those parts of the vehicle actually connected to the engine or tyres unless some other part of the vehicle is damaged at the same time or the engine or those parts of the vehicle actually connected to the engine or tyres is damaged by direct impact.

The following are deleted (See Cover Provided - Comprehensive) :-

4. Medical Expenses
5. Windscreen / Window Glass
6. Credit Shortfall
10. Locks and Keys

SPECIAL CONDITIONS APPLICABLE TO COMPREHENSIVE, THIRD PARTY AND THIRD PARTY FIRE & THEFT COVER

1. FIRST AMOUNT PAYABLE

In respect of any occurrence giving rise to a claim in respect of the vehicle, you will be responsible for the First Amount Payable shown in the schedule.

If we have already paid any amount that is your responsibility in terms of this condition you will immediately repay us that amount.

2. DESCRIPTION OF USE

- 2.1 Where the use is shown in the schedule as Class 1 Domestic / To & From Work, the vehicle may only be used for social, domestic, pleasure, travel to and from work, excluding business and professional purposes, carriage of passengers for hire or carriage of fare paying passengers, commercial travelling, the conveyance of goods for trade purposes, driving instruction for reward, racing, speed or other contests, rallies, trials or use for any purpose in connection with the motor trade.
- 2.2 Where the use is shown in the schedule as Class 2 Domestic & Business, the vehicle may only be used for social, domestic, pleasure, travel to and from work, business and professional purposes, excluding hiring, carriage of passengers for hire or carriage of fare paying passengers, commercial travelling, the conveyance of goods for trade purposes, driving instruction for reward, racing, speed or other contests, rallies, trials or use for any purpose in connection with the motor trade.

- 2.3 Where the use is shown in the schedule as Class 3 Business, the vehicle may only be used for social, domestic, pleasure, travel to and from work, business and professional purposes and commercial travelling, excluding hiring, carriage of passengers for hire or carriage of fare paying passengers, the conveyance of goods for trade purposes, driving instruction for reward, racing, speed or other contests, rallies, trials or use for any purpose in connection with the motor trade.

In respect of 2.1, 2.2 and 2.3 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.

3. TRAFFIC OFFENCES

You will notify us in writing immediately you know of

- 3.1 the endorsement, suspension or cancellation of any driving licence issued to you or your authorised driver
3.2 any driver of the vehicle or you being charged with or convicted of reckless, negligent or inconsiderate driving.

4. CARE OF VEHICLE

It is a specific condition to cover under this policy that you will take all reasonable steps to protect and maintain the vehicle in accordance with the roadworthy requirements of any legislation applying within the territorial limits. We will have access to examine the vehicle or any part of it at any time.

5. RIGHTS OF OTHERS

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

6. INDEMNITY TO OTHERS

If more than one person is entitled to indemnity by this section any limitation applies to the total amount of indemnity and you will receive priority.

SECTION 6 - MOTOR CYCLE

DEFINITIONS

For this section

1. You/your/yours/yourself means the person in whose name this policy is issued and spouse
2. Vehicle means a motor cycle or motor scooter (with or without a side-car), listed in the schedule and owned by you.

COVER PROVIDED - COMPREHENSIVE

1. INDEMNITY TO YOU

Loss of or damage to the vehicle

- 1.1 if the vehicle or any part of it is lost or damaged we will at our option indemnify you by
 - 1.1.1 paying for its repair at a repairer acceptable by us or replacement less the First Amount Payable or
 - 1.1.2 paying the amount of the loss or damage, less the First Amount Payable.

If the vehicle is the subject of an instalment sale or lease agreement any money due to you will be used first towards the repayment of the debt under the agreement. The receipt of the owners referred to in the agreement will be a complete discharge to us for the repayment.

Maximum amount payable

- 1.2 The maximum amount payable by us will be the limit of indemnity shown in the schedule or the reasonable retail value of the vehicle at the time of loss or damage, whichever is the lower, less the First Amount Payable.

2. PROTECTION AND REPAIR

If insured loss or damage occurs

- 2.1 we will pay the reasonable cost of protection and removal of the vehicle to the nearest repairer
- 2.2 you may authorise repairs to the vehicle up to R2 000 without our consent provided a detailed quotation is immediately given to us.

3. DELIVERY AFTER REPAIR

After repair to insured damage we will pay the reasonable cost of delivering the vehicle to your address in the Republic of South Africa.

4. LIABILITY TO THIRD PARTIES

- 4.1 In the event of an accident caused by or in connection with the vehicle we will indemnify you against all sums including claimant's costs and expenses for which you become legally liable for
 - 4.1.1 death of or bodily injury to any person
 - 4.1.2 damage to property.
- 4.2 We will pay costs and expenses incurred with our written consent.
- 4.3 We may arrange for
 - 4.3.1 representation at any inquiry into death
 - 4.3.2 the defence of criminal proceedings arising from any act related to an indemnifiable event.
- 4.4 In terms of liability to third parties 4.1 and 4.2 we will
 - 4.4.1 indemnify any person who is driving or using the vehicle with your permission provided such person
 - 4.4.1.1 is not entitled to indemnity under any other policy
 - 4.4.1.2 is though he/she were you is subject to the terms of the policy as far as they can apply
 - 4.4.1.3 has not been refused any vehicle or motor vehicle insurance

The First Amount Payable indicated in the schedule will not be applicable in respect of indemnity provided under this cover.

SPECIAL EXCLUSIONS

1. LOSS OF OR DAMAGE TO THE VEHICLE

We will not be liable for

- 1.1 theft of accessories unless the vehicle is stolen at the same time
- 1.2 more than R750 in total for any one claim for accessories (unless supplied by the manufacturer of the vehicle when new), any type of radio and other sound reproduction equipment
- 1.3 depreciation, wear and tear, gradually operating causes, mechanical and electrical breakdown, failure or breakage
- 1.4 damage to the engine or tyre or those parts of the vehicle actually connected to the engine or tyres unless some other part of the vehicle is damaged at the same time or the engine or those parts of the vehicle actually connected to the engine or tyres is damaged by direct impact.

2. LIABILITY TO THIRD PARTIES

We will not be liable for

- 2.1 death of or bodily injury to
 - 2.1.1 any person travelling on or mounting onto or dismounting from the vehicle
 - 2.1.2 a member of your family normally resident with you
 - 2.1.3 an employee of yours or your family who is killed or injured in the course of such employment
- 2.2 damage to property belonging to or held in trust by or in the custody or control of you or your family
- 2.3 so much of any compensation provided or insurable in terms of any motor vehicle insurance legislation
- 2.4 more than R2 500 000 including all costs and expenses for any one accident or series of accidents arising out of one event.

3. GENERAL

We will not be liable for loss, damage, injury or liability caused, sustained or incurred

- 3.1 outside the territorial limits of the Republic of South Africa, Botswana, Lesotho, Mozambique, Malawi, Namibia, Swaziland and Zimbabwe except for loss of or damage to the vehicle while in transit by water between ports in the territorial limits.
- 3.2 while the vehicle is being driven or used
 - 3.2.1 other than in accordance with description of use as described in Special Condition 2
 - 3.2.2 by you (or any person with your consent) unless licensed to drive the vehicle and in possession of a valid driving licence in terms of legislation applying to the territory in which the vehicle is being used. If a licence is subject to renewal the driver must have held and not be disqualified from holding or obtaining such a licence. This exclusion will not apply if the vehicle is being driven by you (or any person with your consent) while learning to drive and legislation relating to the learner drivers is being obeyed
 - 3.2.3 by you while under the influence of intoxicating liquor or drugs or while the concentration of alcohol in your blood exceeded the statutory limit
 - 3.2.4 by any person, with your consent and knowledge, who you know is under the influence of intoxicating liquor or drugs or while the concentration of alcohol in their blood exceeded the statutory limit
 - 3.2.5 in a condition which does not comply with the provisions and regulations of The Road Traffic Ordinances of the Republic of South Africa or any similar legislation which applies to the territorial limits referred to in Special Exclusions 3.1 of this Section
- 3.3 arising out of contract or by agreement which would not have attached in the absence of the contract or agreement.

4. REPATRIATION CLAUSE

If an insured vehicle is damaged outside the Republic of South Africa, the Insured will be responsible for the repatriation cost thereof, unless New National has specifically approved the opposite in writing.

5. **CONSTRUCTIVE TOTAL LOSS (outside the Republic of South Africa)**

If an insured vehicle suffers an insured event in terms of Part A COVER PROVIDED - COMPREHENSIVE and the vehicle is repairable, but for costs involved in recovering the vehicle from the final place it has come to rest after the accident and returning the vehicle to the Republic of South Africa, the following Special Conditions are applicable:

- a) the company will settle the claim for the estimated cost of repair or the lesser of the retail value or the sum stated as maximum indemnity in the schedule, less:
 - i) the first amount payable
 - ii) the value of the salvage calculated on the basis of what would have been realised if the vehicle had been recovered and had been returned to a major repair centre in the Republic of South Africa.
- b) on payment as set out in (a) above the salvage shall belong to the Insured.

OPTIONAL COVER - APPLIES IF INDICATED IN THE SCHEDULE

1. **THIRD PARTY ONLY**

The following are deleted (see Cover Provided - Comprehensive)

1. Indemnity to You - Loss of or damage to the vehicle
2. Protection and Repair
3. Delivery after Repair

2. **THIRD PARTY FIRE & THEFT**

1. Indemnity to You - Loss of or damage to the vehicle is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion by theft or any attempt thereat.

SPECIAL CONDITIONS

1. **FIRST AMOUNT PAYABLE**

In respect of any occurrence giving rise to a claim in respect of the vehicle, you will be responsible for the First Amount Payable shown in the schedule.

If we have already paid any amount that is your responsibility in terms of this condition you will immediately repay us that amount.

2. **DESCRIPTION OF USE**

- 2.1 Where the Use is shown in the schedule as Class 1 Domestic / To & From Work, the vehicle may only be used for social, domestic, pleasure, travel to and from work, excluding business and professional purposes, carriage of passengers for hire or carriage of fare paying passengers, commercial travelling, the conveyance of goods for trade purposes, driving instruction for reward, racing, speed or other contests, rallies, trials or use for any purpose in connection with the motor trade.
- 2.2 Where the Use is shown in the schedule as Class 2 Domestic & Business, the vehicle may only be used for social, domestic, pleasure, travel to and from work, business and professional purposes, excluding hiring, carriage of passengers for hire or carriage of fare paying passengers, commercial travelling, the conveyance of goods for trade purposes, driving instruction for reward, racing, speed or other contests, rallies, trials or use for any purpose in connection with the motor trade.
- 2.3 Where the Use is shown in the schedule as Class 3 Business, the vehicle may only be used for social, domestic, pleasure, travel to and from work, business and professional purposes and commercial travelling, excluding hiring, carriage of passengers for hire or carriage of fare paying passengers, the conveyance of goods for trade purposes, driving instruction for reward, racing, speed or other contests, rallies, trials or use for any purpose in connection with the motor trade.

In respect of 2.1, 2.2 and 2.3 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.

3. TRAFFIC OFFENCES

You will notify us in writing immediately you know of

- 3.1 the endorsement, suspension or cancellation of any driving licence issued to you or your authorised driver
- 3.2 any driver of the vehicle or you being charged with or convicted of reckless, negligent or inconsiderate driving.

4. CARE OF VEHICLE

It is a specific condition to cover under this policy that you will take all reasonable steps to protect and maintain the vehicle in accordance with the roadworthy requirements of any legislation applying within the territorial limits. We will have access to examine the vehicle or any part of it at any time.

5. RIGHTS OF OTHERS

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

6. INDEMNITY TO OTHERS

If more than one person is entitled to indemnity by this section any limitation applies to the total amount of indemnity and you will receive priority.

SECTION 7 - TRAILER / CARAVAN

DEFINITIONS

For this section

1. You/Your/Yours/Yourself means the person in whose name this policy is issued and spouse.
2. Vehicle means a trailer or caravan (including its permanent fittings) without means of self-propulsion, designed to be pulled by a self-propelled vehicle, listed in the schedule and owned by you.

COVER PROVIDED - COMPREHENSIVE

1. INDEMNITY TO YOU

Loss of or damage to the vehicle

1.1 If the vehicle or any part of it is lost or damaged we will at our option indemnify you by

- 1.1.1 paying for its repair at a repairer acceptable by us or replacement less the First Amount Payable or
- 1.1.2 paying the amount of the loss or damage, less the First Amount Payable.

If the vehicle is the subject of an instalment sale or lease agreement any money due to you will be used first towards the repayment of the debt under the agreement. The receipt of the owners referred to in the agreement will be a complete discharge to us for the repayment.

Maximum amount payable

1.2 The maximum amount payable by us will be the limit of indemnity shown in the schedule or the reasonable retail value of the vehicle at the time of loss or damage, whichever is the lower, less the First Amount Payable.

2. PROTECTION AND REPAIR

If insured loss or damage occurs

- 2.1 we will pay the reasonable cost of protection and removal of the vehicle to the nearest repairer
- 2.2 you may authorise repairs to the vehicle up to R2 000 without our consent provided a detailed quotation is immediately given to us.

3. DELIVERY AFTER REPAIR

After repair to insured damage we will pay the reasonable cost of delivering the vehicle to your address in the Republic of South Africa.

4. REPATRIATION CLAUSE

If an insured vehicle is damaged outside the Republic of South Africa, the Insured will be responsible for the repatriation cost thereof, unless New National has specifically approved the opposite in writing.

5. CONSTRUCTIVE TOTAL LOSS (outside the Republic of South Africa)

If an insured vehicle suffers an insured event in terms of Part A COVER PROVIDED - COMPREHENSIVE and the vehicle is repairable, but for costs involved in recovering the vehicle from the final place it has come to rest after the accident and returning the vehicle to the Republic of South Africa, the following Special Conditions are applicable:

- a) the company will settle the claim for the estimated cost of repair or the lesser of the retail value or the sum stated as maximum indemnity in the schedule, less:
 - i) the first amount payable
 - ii) the value of the salvage calculated on the basis of what would have been realised if the vehicle had been recovered and had been returned to a major repair centre in the Republic of South Africa.
- b) on payment as set out in (a) above the salvage shall belong to the Insured.

6. LIABILITY TO THIRD PARTIES

- 6.1 In the event of an accident caused by or in connection with the vehicle we will indemnify you against all sums including claimant's costs and expenses for which you become legally liable for
 - 6.1.1 death or bodily injury to any person
 - 6.1.2 damage to property.
 - 6.2 We will pay all costs and expenses incurred with our written consent.
 - 6.3 We may arrange for
 - 6.3.1 representation at any inquiry into death
 - 6.3.2 the defence of criminal proceedings arising from any act related to an indemnifiable event.
- The First Amount Payable indicated in the schedule will not be applicable in respect of indemnity provided under this cover.

SPECIAL EXCLUSIONS

1. LOSS OF OR DAMAGE TO THE VEHICLE

We will not be liable for

- 1.1 depreciation, wear and tear, gradually operating causes, mechanical or electrical breakdown, failure or breakage
- 1.2 damage to tyres unless some other part of the vehicle is damaged at the same time.

2. LIABILITY TO THIRD PARTIES

We will not be liable for

- 2.1 death of or bodily injury to
 - 2.1.1 a person being carried in the vehicle
 - 2.1.2 a member of your family normally resident with you
 - 2.1.3 an employee of yours or your family who is killed or injured in the course of such employment
- 2.2 damage to the property
 - 2.2.1 belonging to or held in trust by or in the custody or control of you or your family
 - 2.2.2 being carried in the vehicle
- 2.3 so much of any compensation provided or insurable in terms of any motor vehicle insurance legislation
- 2.4 more than R2 500 000 including costs and expenses for any one accident or series of accidents arising out of one event.

3. GENERAL

We will not be liable for loss, damage, injury or liability caused, sustained or incurred

- 3.1 outside the territorial limits of the Republic of South Africa, Botswana, Lesotho, Mozambique, Malawi, Namibia, Swaziland and Zimbabwe except for loss of or damage to the vehicle while in transit by water between ports in the territorial limits.
- 3.2 while the vehicle is
 - 3.2.1 being used for purposes other than social domestic and pleasure
 - 3.2.2 attached to a self-propelled vehicle being driven
 - 3.2.2.1 by you (or any person with your consent) unless licensed to drive the self-propelled vehicle and in possession of a valid driving licence in terms of the legislation applying to the territory in which the vehicle is being driven or used. If a licence is subject to renewal the driver must have held and not be disqualified from holding or obtaining such a licence. This exclusion will not apply while the self-propelled vehicle is being driven by you (or any person with your consent) while learning to drive and legislation relating to learner drivers is being obeyed.
 - 3.2.2.2 by you while under the influence of intoxicating liquor or drugs or while the concentration of alcohol in your blood exceeded the statutory limit
 - 3.2.2.3 by any person, with your consent and knowledge, who you know is under the influence of intoxicating liquor or drugs or while the concentration of alcohol in their blood exceeded the statutory limit
- 3.3 arising out of contract or by agreement which would not have attached in the absence of the contract or agreement.

OPTIONAL COVER - APPLIES IF INDICATED IN THE SCHEDULE

1. THIRD PARTY ONLY

The following are deleted (see Cover Provided - Comprehensive)

4. Indemnity to You - Loss of or damage to the vehicle
5. Protection and Repair
6. Delivery after Repair

2. THIRD PARTY FIRE & THEFT

2. Indemnity to You - Loss of or damage to the vehicle is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion by theft or any attempt thereat.

SPECIAL CONDITIONS

1. FIRST AMOUNT PAYABLE

In respect of any occurrence giving rise to a claim in respect of the vehicle, you will be responsible for the First Amount Payable shown in the schedule.

If we have already paid any amount that is your responsibility in terms of this condition you will immediately repay us that amount.

2. TRAFFIC OFFENCES

You will notify us in writing immediately you know of

- 2.1 the endorsement, suspension or cancellation of any driving licence issued to you or your authorised driver
- 2.2 any driver of the vehicle or you being charged with or convicted of reckless, negligent or inconsiderate driving.

3. CARE OF VEHICLE

It is a specific condition to cover under this policy that you will take all reasonable steps to protect and maintain the vehicle in accordance with the roadworthy requirements of any legislation applying within the territorial limits. We will have access to examine the vehicle or any part of it at any time.

4. RIGHTS OF OTHERS

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

5. INDEMNITY TO OTHERS

If more than one person is entitled to indemnity by this section any limitation applies to the total amount of indemnity and you will receive priority.

SECTION 8 - PERSONAL ACCIDENT

DEFINITIONS

For this section

You/Your/Yours/Yourself means the insured person named in the schedule.

COVER PROVIDED

PAYMENT OF COMPENSATION

If you sustain bodily injury directly as a result of violent, accidental, external and visible means we will in respect of such injury pay to you (or in the event of your death to your nominated representative or if no representative is nominated your estate) the sum insured stated in the schedule if such injury shall be the sole and direct cause of death or disablement within 24 months of the date of the accident.

COMPENSATION

A - Death
The sum insured stated in the schedule

B - Permanent Disablement
The percentage of the sum insured stated in the schedule and calculated as set out in the table below.

Description of Permanent Disablement

Percentage of the Sum Insured Payable

Loss by physical separation at or above the wrist or ankle of one or more limbs or the complete and irrecoverable loss of all sight in one or both eyes	-	100
Loss of four fingers	-	70
Loss of thumb	- both phalanges	25
	- one phalanx	10
Loss of index finger	- three phalanges	10
	- two phalanges	8
	- one phalanx	4
Loss of middle finger	- three phalanges	6
	- two phalanges	4
	- one phalanx	2
Loss of ring finger	- three phalanges	5
	- two phalanges	4
	- one phalanx	2
Loss of little finger	- three phalanges	4
	- two phalanges	3
	- one phalanx	2
Loss of metacarpal	- first or second (additional)	3
	- third, fourth or fifth (additional)	2
Loss of toes	- all on one foot	30
	- great, both phalanges	5
	- great, one phalanx	2
	- other than great, if more than one toe lost, each	1

Loss of hearing	-	both ears	100
	-	one ear	25
Loss of	-	whole eye	100
	-	sight of eye	100
Loss of	-	sight of one eye, except	
	-	perception of light	75
Loss of	-	speech	100
Injuries resulting in total paralysis or permanent disablement or in being permanently bedridden			100
Permanent disfigurement from burns of			
(1)		100% of the surface area of the head and/or neck	50
(2)		100% of the surface area of the remainder of the body	25

If the percentage disfigurement under item (1) or (2) is less than 100% of the surface area we will apply to the benefit concerned a percentage based on the extent that actual disfigurement bears to 100% disfigurement.

We shall not be liable under item (1) or (2), unless the extent of the disfigurement under item (1) or (2) individually exceeds 10% nor until the permanent effect of medical and/or surgical treatment has been established.

Permanent total loss of use of a limb will be treated as loss by separation.

Where the injury is not specified we will apply a percentage disablement which is consistent with the provisions of this table.

The aggregate of all percentages payable for permanent disablement in respect of any one accident shall not exceed 100% of the amount payable under item B.

EXTENSIONS OF COVER

1. DISAPPEARANCE

If, after a reasonable period of time has elapsed and we, having examined all evidence accepted by a court of law declaring you dead, have no reason to suppose based on such evidence other than that an accident has occurred, your disappearance shall be considered to constitute a claim. If at any time after payment has been made by us in settlement of a claim, you are found to be living, any sums we have paid in settlement of the claim shall be refunded to us.

2. EXPOSURE

Death or bodily injury resulting from starvation, thirst and/or exposure as a direct or indirect result of an accident shall be considered to constitute a claim.

3. LIFE SUPPORT

The 24 months period stated under Cover Provided shall not include any period or periods where your death is delayed solely by the use, for a period or periods of not less than 3 consecutive days, of life support machinery, equipment or apparatus.

4. REPATRIATION

We will pay in addition to the Death sum insured reasonable and necessary expenses for the repatriation of your body to your normal place of residence up to an amount not exceeding R5 000.

5. BEREAVEMENT EXPENSES

In the event of an accident giving rise to a Death claim we will pay your estate R5 000 as a contribution to bereavement expenses.

6. TRAUMA

We will pay compensation up to an amount of 10% of the Death sum insured subject to a maximum of R10 000 if you are the victim of a violent act of theft, hold-up, hijacking or unlawful assault which necessitates professional counselling.

7. DOUBLE COMPENSATION

In the event of death (within 12 months) of you and your spouse solely and directly as a result of the same accident, we will pay double compensation in respect of item A (Death).

Provided that

- 7.1 you have selected cover for items A (Death) and B (Permanent Disablement)
- 7.2 there is a surviving minor child who is entirely dependent on you and your spouse
- 7.3 you and your spouse and child were at the time of the accident all members of the same household.

PROVISIONS

Compensation shall not be payable under more than one of the items A (Death) and B (Permanent Disablement) in respect of the same accident.

SPECIAL EXCLUSIONS

We will not be liable for any claim resulting from:

- 1. Participation by you in
 - 1.1 any sport as a professional
 - 1.2 parachuting, skydiving, hang gliding, wrestling, boxing or martial arts
 - 1.3 racing, speed or endurance tests on or in power driven vehicles or craft
 - 1.4 flying other than as a passenger in a licensed passenger carrying aircraft piloted by a duly qualified person
 - 1.5 mountaineering where the use of ropes or a guide is necessary.
- 2. Any physical infirmity, condition or disability which existed prior to inception of this section of the policy.
- 3. Your wilful misconduct or being under the influence of intoxicating liquor or drugs.
- 4. Your suicide, attempted suicide or intentional self-injury.
- 5. An accident caused by or attributable to
 - 5.1 your participation in any riot, civil commotion, labour disturbance, strike or lockout or public disorder or any act or activity which is calculated or directed to bring these about
 - 5.2 the performance or attempt to perform
 - 5.2.1 any act whether on behalf of any organisation, body 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
 - 5.2.2 any act which is calculated or directed to bring about destruction or damage or bodily injury in order to further any political aim, objective or cause, or to bring about any social or economic change or in protest against any State or government, or any provincial, local or tribal authority or for the purpose of inspiring fear in the public or any section thereof.
- 6. General exclusions 13.1.3.1, 13.1.3.4, 13.1.3.5 and 13.1.3.7 of General do not apply to this section.
- 7. Your service in the military, naval, police or air service of any country.

SPECIAL CONDITIONS

1. Upon payment of any claim under item A or item B for which compensation as stated in the table of permanent disablement is 100% of the basic amount insured by that item the insurance and any further liability will cease immediately.
2. You must give notice to us
 - 2.1 of any physical infirmity which, to your knowledge, affects you.
 - 2.2 immediately of any change to a more hazardous occupation by yourself.
3. This section will not continue in force beyond the period of insurance during which you attain the age of 75 years.
4. On the happening of any occurrence for which Compensation is payable you must employ the services of a registered medical practitioner and undergo any treatment the practitioner deems necessary.
5. You must submit to a medical examination at our expense as often as we require.
6. Compensation under Item A Death in respect of children under the age of 14 is restricted to limits prescribed by statute.

SECTION 9 - PLEASURE CRAFT

DEFINITIONS

For this section

1. You/your/yours/yourself means the person in whose name this policy is issued and spouse.
2. Vessel means the pleasure craft having a maximum designed speed of 100 kph specified in the schedule comprising the hull, superstructure, fittings, machinery, engines, motors, boats, gear and equipment such as would normally be sold as one unit, excluding its trailer.

COVER PROVIDED

1. INDEMNITY TO YOU

- 1.1 If the vessel is lost or damaged following an insured event we will at our option indemnify you by paying for its repair by a repairer acceptable to us or replacement or the amount of loss or damage less the First Amount Payable. Repair or replacement will be as close to the original specification as possible but we 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 debts 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 be

- 1.2 The current purchase price of a new vessel of the same or a similar model if the vessel is less than 4 years old
- 1.3 The current market value if the vessel is older than 4 years.

or the limit of indemnity shown in the schedule whichever is the lower, less the First Amount Payable.

If at the time of loss or damage the cost of replacing the vessel insured as per 1.2 and 1.3 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. INSURED EVENTS

The insured events are

- 2.1 Accident.
- 2.2 Fire, lightning, explosion, earthquake or volcanic eruption.
- 2.3 Malicious acts.
- 2.4 Loss of or damage to outboard motor(s) provided that it is securely attached to the vessel.
- 2.5 Latent defect in the vessel or her machinery.
- 2.6 Negligence of any person.
- 2.7 Theft or attempted theft including machinery, outboard motors, gear or equipment if stolen with the vessel or following forcible and violent entry into or exit from the vessel or place of storage.

3. CREDIT SHORTFALL

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

- 3.1 any arrear instalments or rentals including interest payable on such arrears
- 3.2 all refunds of premium for cancellation of any insurance cover relating to your vessel
- 3.3 the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled

3.4 the First Amount Payable

Provided always that

- 3.5 the amounts payable shall not exceed the maximum indemnity less the First Amount Payable
- 3.6 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
- 3.7 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.

4. LIABILITY TO THIRD PARTIES

- 4.1 We will indemnify you or any person using the vessel with your permission or any water skier being towed or preparing to be towed by the insured vessel against all sums including claimants' costs and expenses which you shall become legally liable to pay in respect of:
 - 4.1.1 death of or bodily injury to any person other than yourself or other than as specified in Special Exclusions 2.1 to 2.7
 - 4.1.2 loss of or damage to property not belonging to you or the permitted user
 - 4.1.3 attempted or actual raising, removal or destruction of the wreck of the vessel or any neglect or failure to raise, remove or destroy the wreck
 - 4.1.4 expenses incurred by you with our prior written consent in connection with official enquiries and coroners inquests
 - 4.1.5 legal costs, incurred with our prior written consent in defending any action or contesting liability whether or not such action proceeds in the criminal or civil court.

Our liability in respect of this section is limited to R1 000 000 in respect of any one claim or series of claims arising from one event.

SPECIAL EXTENSIONS

We will pay for

- 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:
 - 3.1 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
 - 3.2 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. Yacht racing risk
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 minimum of two-thirds of the sum insured specified in the schedule (as applicable to such items).
- 5. 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 up to a maximum of R5 000 any one occurrence, if not otherwise insured.
- 6. 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.

SPECIAL EXCLUSIONS

1. LOSS OF OR DAMAGE TO THE VESSEL

We will not be liable for loss of or damage

- 1.1 whilst the vessel is
 - 1.1.1 being used for any purpose other than private and pleasure
 - 1.1.2 let out on hire or charter
 - 1.1.3 being towed on water except
 - 1.1.3.1 when in need of assistance
 - 1.1.3.2 for customary towage in connection with laying up, fitting out or repairs
 - 1.1.4 towing or salvaging a vessel other than one in distress
 - 1.1.5 towing or salvaging a vessel (whether or not in distress) under a contract arranged prior to commencing towing or salvaging
 - 1.1.6 participating in racing or speed tests, or any trials in connection therewith
 - 1.1.7 left moored or anchored unattended off an exposed beach or shore and it becomes stranded, sunk, swamped or breaks adrift
- 1.2 due to wear, tear, depreciation, corrosion
- 1.3 due to mechanical or electrical breakdown of machinery, engines, motors, batteries and their connections (other than the shaft and propeller) unless by external causes not otherwise excluded
- 1.4 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
- 1.5 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
- 1.6 to any part condemned solely because of a fault in design or construction
- 1.7 due to any defect resulting from either negligence or breach of contract in respect of any repair or alteration work
- 1.8 to personal effects, consumable stores, fishing gear or moorings
- 1.9 to the vessel if used or occupied as a house boat or permanent residence
- 1.10 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 gallery with an automatic fire extinguishing system or one having controls at the steering position.

2. LIABILITY TO THIRD PARTIES

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

- 2.1 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
- 2.2 accidents arising from any person engaged in kiting or other airborne sport whilst being towed by the insured vessel or preparing to be towed by the insured vessel or until safely back on board the vessel
- 2.3 accidents arising while the vessel is in transit by mechanically propelled road vehicle, rail, ship or aircraft
- 2.4 death or bodily injury in respect of fare-paying passengers and loss of or damage to their property
- 2.5 damages or penalties arising under contract
- 2.6 fines or other penalties imposed under any statutory code or common law in respect of any offence committed
- 2.7 death or bodily injury to any person operating or employed by the operator of a shipyard, repair yard, slipway, yacht club, marina, sales agency or similar organisation

SPECIAL CONDITIONS

- 1. FIRST AMOUNT PAYABLE**
In respect of any occurrence giving rise to a claim in respect of the vessel, you will be responsible for the First Amount Payable shown in the schedule.
- 2. CARE OF VESSEL**
You will take all reasonable steps to protect and maintain the vessel in a proper state of repair and seaworthiness.
- 3. 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.
- 4. 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 12 nautical miles from the coast of the Republic of South Africa, Namibia or Mozambique.
- 5. COMPETENCY**
We will not be liable for loss or damage, injury or liability caused, sustained or incurred whilst the vessel is being piloted by any person not competent to pilot such vessel under the immediate supervision of a person so competent.

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