ELITE

WEALTH ASSETS INSURANCE



POLICY WORDING UNDERWRITTEN BY:



Authorised Financial Services Provider (FSP 12)

GENERAL

1. Introduction

Thank you for choosing Elite Risk Acceptances to protect your valuable possessions.

This policy wording and the schedule is the contract you have with us. Please read both documents and let us know as soon as possible if any of the details are shown incorrectly. We strive to deliver to the highest standards of service. Your views are important to us. If you feel that our service is below the standard you expect from us, please do not hesitate to contact us.

2. Our commitment to you

We promise to:

- a) Cover your valuable possessions in accordance with the terms and conditions of this policy in return for the premium you pay;
- b) Settle your covered claims as quickly and efficiently as possible. We may decide how to settle your claim. It can be one or a combination of the following:
 - pay for repair at a repairer of our choice;
 - replace the item through a supplier of our choice; or
 - pay cash.
- c) Only cancel your insurance for a valid reason and only after giving you at least 31-days' notice which will be sent to your postal address shown in your schedule. In the event that you had committed fraudulent actions relating to this contract, we have the right to cancel your policy with immediate effect;
- d) Write to you at least 45 days in advance of your renewal date with our offer to renew or to give you time to make other arrangements if we are unable to renew your insurance. The renewal offer will include the premium and any changes in the terms and conditions for the next period of cover which, unless you have advised us otherwise, will automatically proceed if you continue to pay your premium. Where we have agreed to collect this premium automatically we will continue to do so unless you tell us differently. If you do not wish to renew your insurance please let us know before the renewal date of your policy.

3. Your commitment to us

Please ensure that you fulfil the obligations set out below. Not doing so may affect a claim or could result in your insurance being invalid. Please:

3.1 Give us accurate information

Take care when providing any information we ask for and ensure that it is accurate, complete and up-to-date. Tell us if this information changes. If you are in any doubt, please talk to us. We will tell you if a change in information affects your insurance.

3.2 Take care of your property

Take all reasonable steps to prevent accident or injury and protect your property against loss or damage.

If you have a claim, you must take all reasonable steps to prevent further loss, damage or liability.

3.3 Keep us informed

a) Let us know before you have any work to extend, renovate, build or demolish any part of the buildings. Please tell us at least 30 days before this work starts so that we can assess any potential increase in the risk of your home being damaged. We will tell you if the building works affect your insurance. For example we may be unable to continue insuring your home or we may ask you to pay more for your insurance.

b) Tell us if your home is going to be unoccupied for more than 60 consecutive days, or unfurnished for more than 30 consecutive days. Losses are more likely to occur in unoccupied or unfurnished properties so we may amend the terms of your insurance.

3.4 Make sure your sums insured are adequate

Make sure that the sums insured of all your valuable possessions are sufficient to replace them in the event of a total loss.

It is your responsibility to ensure that all your insured property is insured for its replacement value. The replacement value is what it will cost you to replace the property with similar new property at the time of the loss or damage.

We will arrange a risk assessment and agree with you the insured amounts for your property. If you agree and accept the insured amounts, we will not adjust your sums insured when you have a claim.

If you choose not to agree to the risk assessment or recommendation, we will determine the replacement value you should have insured your property for when you claim. If it is more than the limit of compensation shown in the schedule it means you are under-insured. We will only compensate you for the percentage of insurance you bought. You will be responsible for the difference.

Your schedule will show whether under-insurance applies to your contract or not.

3.5 Pay your premiums

Pay your premium according to the payment method shown in your schedule. We base your premiums on your information and on the limits of compensation shown in the schedule.

The schedule will show if you have a yearly or a monthly policy.

- a) If you have a yearly policy
 - A yearly policy means that your policy runs for a period of one year from the start date shown in the schedule. You pay your premium each year in advance. The policy is automatically renewed if you pay your next yearly premium in time.
 - For the policy to start, we must receive your premium within 30 days from the start date shown in the schedule. If we do not receive your premium in this time, your policy will not start. You have a period of 14 days from the date you receive your policy contract to consider if you want to continue with the insurance. If we do not receive your first yearly premium within the first 30 days after the start date shown in the schedule, we will cancel your policy from the start date as though it never existed.
 - For the policy to renew, we must receive and accept your premium within 30 days from the anniversary date shown in the schedule. If we do not receive your premium in this time, your policy will automatically end from the anniversary date. You have a period of 14 days from the date you receive your renewal contract to consider if you want to continue with the insurance. If we do not receive your yearly renewal premium within the first 30 days after the renewal date shown in the schedule, we will cancel your policy with effect from the renewal date.
 - From the second month we will give you 15 days from the payment due date to settle the outstanding premium. If you do not pay the outstanding premium during this period, the policy will end automatically from the payment due date that you did not pay your premium.
 - If we make a change to your policy, we will send 30 days' notice of the changes to your postal address shown in the schedule. You have a period of 14 days from the date you receive this notice to consider if you want to continue with the insurance. If we do not receive your objection within 30 days after the date of our 30 days' notice, we will continue with the changed contract of insurance.
 - If there is a total loss from an event or of an item covered under this policy during the period of insurance, you are not entitled to a refund of your premium.

b) If you have a monthly policy

- A monthly policy means that your policy runs for a period of one month and you pay your premium each month in advance. The policy is automatically renewed each month if you pay your next monthly premium in time.
- For the policy to start, we must receive your premium for the first month in advance. If we do not receive your premium, your policy will not start.

- For the policy to renew each month, you must pay your premium in advance every month by no later than the payment due date. The payment due date is the day of the month you have agreed to pay us the premium and is shown in the schedule.
- If we do not receive your premium on the payment due date, we will debit it again at the next payment due date. If we are able to collect both premiums, your policy will continue. If we are unable to collect both premiums, your policy will end automatically from the first payment due date that you did not pay your premium.

3.6 Understand your excess

For some insured items, you must pay an excess when you claim. The relevant excess is set out alongside the items in the schedule. Excesses are VAT exempt and are due before we settle the claim. We may deduct your excess from the claims payment.

4. The information you have given us

The following documents and information form part of this policy and must be read together as one document:

- a) The information you gave to us or your intermediary when you applied for insurance.
- b) Your schedule. Your schedule shows the type of insurance you have bought, the people who are insured, the period of insurance, the amounts you are insured for, the excesses that apply, the premium you must pay and any conditions or exclusions specific to your contract.
- c) Insurance terms, conditions and exclusions.
- d) The information that you give to us, which we use in setting the terms and premium for this policy, is material information. If you do not give us all material information or give us information that is not true and correct, we will treat this insurance as if it never existed and decline all claims. We will return your premiums to you, less any amounts you owe us.

If you acted carelessly when giving us your information the following may happen:

- a) If we provided insurance cover that we would not otherwise have offered, we may treat this policy as if it had never existed. If this happens, we will give you back your premiums and may claim back from you any claims we have paid; or
- b) If we would have insured you on different terms, we may treat this policy as if it had never existed, or at our discretion, change the policy from the start date and if necessary, deduct any premiums due to us from the claim amount; provided that we will have the discretion how to handle your claim and consider each case on its own merits.

5. How to claim

5.1 Refer to specific claim requirements in each section

Some sections may have additional claims processes we require. Please refer to the specific sections of this policy for any additional requirements on claiming under those sections.

5.2 Report certain claims to the police

You must report claims that involve crime (for example, theft or malicious damage) and traffic accidents to the police as soon as reasonably possible. You must give us the case number.

5.3 Tell us about the claim

- a) You must give us notice of your claim as soon as is reasonably possible, but no later than 30 days after the incident which gave rise to a claim. If you do not tell us within 30 days, you may lose your right to bring a claim under this policy.
- b) You must give us within a reasonable time:
 - Full details of the claim;

- Details of any other insurance you may have for the incident;
- Proof, statements, and any other information we ask for;
- Any correspondence or other documents (for example, court papers or legal letters) you have received in relation to the claim.

c) If an incident may lead to a claim against you

You must tell us **immediately** if there is an incident that may lead to a claim against you. If you do not do so, we may decide not to insure you for the claim. You must send us copies of all documents (for example court papers or legal letters) relating to the incident.

d) You must not:

- give out any information unless we give you our written permission;
- admit you are at fault, whether orally or in writing;
- make any promises, give or accept any compensation (including, for example settling excesses with third parties, which may prejudice any recovery rights).

5.4 Help to recover compensation

You must give us reasonable help to:

- a) take steps against any other person to recover compensation we have given to you;
- b) identify and recover any items that have been lost or stolen and have been found.

We will reimburse you for the reasonable expenses you incur in helping us. If you do not give us this help, you must reimburse the compensation we gave.

5.5 We may conduct legal proceedings in your name

We may take over and conduct in your name the defence, recovery or settlement of any claim that we have accepted.

5.6 If we reject your claim

We may accept or reject all or part of your claim.

- a) If we reject your claim, you have 90 days from receiving the rejection letter to object to our decision. You must write to us and give reasons for your objection. If you are out of time, you may not object to our decision.
- b) If your objection is not successful, you have 6 months from the end of the 90- day period to serve a summons on us. If you do not do so in this time, we will have no obligations to you under this policy.

5.7 You can contact the Ombudsman

- a) We give compensation for all valid claims under this policy honestly, fairly and promptly. If you believe that we have not done so, and you wish to make a complaint, please contact your financial adviser.
- b) If you are still not satisfied, you have the right to contact the Short Term Insurance Ombudsman. You can find the contact details in the Disclosure notice attached to the schedule.
- c) We will abide by any decision made by the Ombudsman.

6. How to read this policy

6.1 Examples

Examples in this policy are to help you understand how concepts of insurance work. They do not reflect a real situation and may assist you to interpret the clauses they illustrate.

6.2 Singular and plural

Any reference to the singular includes a reference to the plural and vice versa.

6.3 How this policy works

- a) You are not insured under a section of this policy if:
 - the limit of compensation in the schedule is left blank, has no amount next to it, or is shown as nil, not applicable or not insured;
 - there is no information under the heading.

b) Understand the rand amounts

All compensation limits shown in the schedule include VAT.

Premiums of the International travel section shown in the schedule include 0% VAT.

Premiums of all other sections include VAT at the standard rate.

All amounts are in South African rand, including premiums and the amounts we give to you as compensation.

c) Read this General section with all its elements

The General Terms, Conditions and Exclusions apply to this entire policy. There are also terms, conditions and exclusions that apply to the specific sections under this policy, because each specific section is separate and stands alone. Please make sure you understand all relevant parts of this document.

d) Refer to the policy for what we do not insure

Make sure that you understand what we do not insure in both the General section and the specific sections that apply to this insurance.

7. Other important terms and conditions to take note of

7.1 Loss or damage under this policy

We cover loss or damage under this policy if the event giving rise to your claim was sudden, accidental and unforeseen.

7.2 Changes in premiums

We may change your premium at any time. We will write to let you know 30 days before any change.

7.3 Increases due to inflation

We increase the sums insured under your property sections each year on the anniversary of your policy by a percentage to cater for the effect of inflation. This means that your premiums may also increase.

7.4 Increases after a claim

The sum insured or limit of compensation does not change when you have a claim, but the premium may be affected. We may choose to wait until the policy anniversary to increase your premiums or we may ask you to pay a higher premium from the date of the loss or damage.

7.5 Changing the terms of this policy

- a) You may ask us to change the policy at any time. Any change that we agree to in writing will apply from the time and date of our agreement.
- b) We may change the terms, conditions and exclusions of this policy by giving you 30 days' notice. We will give you this notice by fax, post or email to the last known address or contact details we have for you.

7.6 Cancelling all or part of this policy

- a) You may cancel this policy or any section of it at any time by letting us know.
- b) We may cancel this policy or any section of it by giving you 30 days' notice in writing. We will send the notice to your postal address on our records.
- c) If either you or we cancel a yearly policy, we will refund you for the period of insurance you have not used.

7.7 South African law applies

South African law applies to this policy. You agree that only the courts of the Republic of South Africa may deal with any dispute in respect of this policy.

7.8 Sharing of insurance information

The Old Mutual Group would like to offer you ongoing financial services and may use your personal information to provide you with information about products or services that may be suitable to meet your financial needs. Please SMS your ID number to 30994 if you would prefer not to receive such information and/or financial services.

We may use your information or obtain information about you for the following purposes:

- Underwriting
- Assessment and processing of claims
- Credit searches and/or verification of personal information
- Claims checks
- Tracing beneficiaries
- Fraud prevention and detection
- Market research and statistical analysis
- Audit & record keeping purposes
- Compliance with legal & regulatory requirements
- Verifying your identity
- Sharing information with service providers we engage to process such information on our behalf or who render services to us. These service providers may be abroad, but we will not share your information with them unless we are satisfied that they have adequate security measures in place to protect your personal information.

You may access your personal information that we hold and may also request us to correct any errors or to delete this information. In certain cases you have the right to object to the processing of your personal information.

You also have the right to complain to the Information Regulator, whose contact details are: http://www.justice.gov.za/inforeg/index.html.

Telephone number: (012) 406 4818 Facsimile number: (086) 500 3351

Email: inforeg@justice.gov.za

To view our full privacy notice and to exercise your preferences, please visit our website on www.oldmutual.co.za.

7.9 No interest

You are not responsible to pay interest on premiums. We are not responsible to pay interest on any compensation or any other amounts due to you.

7.10 If you have other short-term insurance for the same item

If any item we insure under this policy is also insured by other short-term insurance, we compensate you only for our rateable proportion of the claim.

7.11 You may only claim under one section of the policy for each event

We do not compensate you under more than one section of this policy for the same loss or damage that arises from the same event or for the same item. Where there is cover provided under more than one section, you may choose under which section to claim.

7.12 Compliance with terms and conditions

We only give compensation if you have complied with the terms and conditions of this policy.

8. Definitions

These definitions apply to all sections of this policy.

anniversary date	means the date 12 months after the start date of this policy and shown in the schedule.				
consequential loss	means any indirect loss or damage that happens as a result of the insured loss or damage.				
excess	means the first amount you must pay before we settle a claim.				
exclusions	means an event, loss or damage that is not insured.				
held liable	means held responsible in law by a South African court.				
liability	means responsible in law.				
may	means are entitled to.				
period of insurance	 For yearly policies means the period from the start date of this policy to the anniversary date. 				
	 For monthly policies means the period from the start date of this policy to the same day of the month one month later. 				
	Start dates and anniversary dates are shown in the schedule.				
policy	means the information you gave us, this document and the schedule.				
schedule	means the annexure to this wording, which sets out the type of insurance you have bought, the people who are insured, the period of insurance, the amounts you are insured for, the excesses that apply and the premium you must pay. Any changes to this policy will be shown in the schedule and will form part of this policy.				
spouse	means a person who:				
	 is the partner of the policyholder in any marriage, civil union or customary union recognised by South African law; or 				
	 is living with the policyholder in a relationship that is intended to be permanent and who is named in the schedule. 				
start date	means the latest of the following dates:				
	 the date on which insurance starts, as shown in the schedule; 				
	the date that any change to your policy became effective.				
sum insured	means the most we will pay for any item, as shown in the schedule.				
we, us, our	means Elite Risk Acceptances (Pty) Ltd. Reg. No: 2018/275355/07 as agent and representative; and				
	Old Mutual Insure Limited. Reg No: 1970/006619/06. VAT No: 4460101019 Authorised Financial Services Provider (FSP 12) as insurer.				
	Financial Services Provider (FSP 12) as insurer.				

9. What we do not insure (exclusions)

These exclusions apply to all sections of this policy.

9.1 Consequential loss

We do not cover consequential loss. Consequential loss is any indirect loss or damage that happens as a result of the insured loss or damage.

EXAMPLE:

You are driving in your car to the airport to catch a flight. On the way, you have a car accident. Because of the accident, you miss your flight. We compensate you for damage to your car but we will not compensate you for cost of the wasted air ticket.

9.2 Events deliberately caused

We do not cover any loss or damage if it was deliberately caused by you or any person colluding with you.

9.3 Fraud, dishonesty or misrepresentation

We do not cover any loss or damage based on fraud, dishonesty or misrepresentation (giving misleading or incorrect facts), including exaggerated claims.

If we paid any claims or part of a claim that we later discover were based on fraud, dishonesty or misrepresentation, all benefits under this policy will be forfeited and you must pay back the amount we paid when we ask for it.

We may cancel your policy immediately and you may face criminal charges.

9.4 Scams

We do not cover loss or damage arising from scams, fraud or theft by false pretences. For example, if you sell your car and were paid by the buyer with a bad cheque, we will not pay you for the loss of the car.

9.5 Liability related to contracts

We do not cover liability arising from a contract you entered into unless you would have been liable even if there was no contract.

9.6 Confiscation by lawful authorities

We do not cover any loss, damage, bodily injury or liability if a lawful authority takes the insured items, for example, by nationalising, commandeering, seizing, confiscating, attaching, or impounding.

9.7 Fines or penalties

We do not cover any punitive damages, fines or penalties that you are held liable for.

9.8 Pollution or contamination

We do not cover liability related to pollution or contamination of any type. This includes the cost of cleaning up or replacing any property damaged by pollution or contamination.

9.9 Nuclear material

We do not cover loss or damage resulting directly or indirectly from any of the following:

- a) lonising, radiation, radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Combustion includes any self-sustaining process of nuclear fission;
- b) Contamination from nuclear material in any form, including from nuclear waste;
- c) Nuclear fission or fusion;
- d) Nuclear weapons, nuclear explosion.

We do not give cover even if another event or cause (regardless of the sequence of events) contributed to the loss, damage, bodily injury or liability.

EXAMPLE:

There is an explosion at a nuclear plant. The explosion causes a water tower outside the plant to topple. The water flows into your house and causes damage to your carpets. We will not give compensation for this damage.

9.10 War, riots, civil commotion, labour strikes or terrorism

We do not cover any loss or damage resulting directly or indirectly from any one or more of the following:

- a) Labour disturbances, riots, civil commotion, strikes, lockouts or public disorder, or any acts that are aimed to cause these;
- War and warlike activities, for example invasion, acts of foreign enemies, and civil war (whether war is declared or not);
- c) Martial law, mutiny, military uprising or a state of siege, or any event which may cause these;
- d) Revolution, including protests, rebellion, civil disobedience, and inciting fear in the public;
- e) Acts or attempts to overthrow the government or any local or tribal authority by force or by means of fear, terrorism or violence:
- f) Terrorism or the threat of terrorism, or the attempt to cause terrorism or the threat of terrorism. Terrorism includes the use of violence or threat of violence to bring about any political aim, or to bring about any social or economic change, or in protest against any state or government or any provincial, local or tribal authority. It includes acts whether harmless to human life or not, by any person or group of people, whether acting alone or in a group. It includes any acts committed for political religious, personal or ideological reasons;
- g) Any events for which a fund is established under the war damage insurance and compensation act, no 85 of 1976 or any similar act;
- h) The acts of any lawfully established authority to control, prevent, suppress or otherwise deal with any of the activities listed above.

9.11 Sanctions

We do not cover any loss, damage or event which would expose us to any sanction, prohibition or restriction under United Nations regulations or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

10. SASRIA

Sasria SOC Ltd provides cover as shown in the schedule of this policy, for all sections covering your property insured. Sasria covers you for any accidental or intentional damage to your insured property caused by any person or group of people taking part in a riot, strike, lock-out, public disorder, civil commotion or committing any act which has a political, social or economic aim, objective or cause, or in protest against any state or government. This cover is limited to events in the Republic of South Africa.

PROPERTY

1. Definitions specific to Property

	. ,
business contents	means any contents of your private home that you own or are responsible for, which are used for business or professional purposes.
contents	means household goods, clothing and personal property, all of which belong to you or for which you are legally responsible. It also includes fixtures and fittings that belong to you as tenant of your private home.
digital currency	means any cryptocurrency that exists purely in electronic form, which is not issued by a central authority.
domestic staff	means people employed by you at your private home.
insured property	means all property covered under the Buildings, Contents and Fine arts and collectibles sections of this policy. The schedule will show which sections under Property you have selected.
money	means bank notes, coins that are not part of a collection, cheques, postal orders, bank drafts, travel tickets, traveller's cheques, postage stamps, saving stamps, certificates, premium bonds and other negotiable instruments. Money does not include bullion.
outbuildings	means separate buildings at the address shown in the schedule, that do not interlead with the main building.
private home / buildings	means all permanent structures (including fixtures and fittings that form part of these structures) at the address shown in the schedule and which belong to you or for which you are legally responsible. This includes (but is not limited to) outbuildings, fixed fuel tanks, underground service pipes, cables, drains, sewers, walls (including retaining walls), fences and driveways. It does not include gravel driveways or any structures or driveways made of earth.
	The roof and wall construction of your private home are shown in the schedule.
professional purposes	means that the item is used to earn money, rather than for the purposes of a hobby.
replacement value	means the cost to replace insured property with similar new property in the event of loss or damage.
risk address	means the address where your insured property is located as shown in the schedule.
tenant	means a person who lives in your private home in accordance with a rental contract.
unattended	means that you are not at the private home and you left no person in charge of your private home with the express instruction to look after the property.
unfurnished	means that your private home is not equipped with kitchen appliances, fixtures and fittings, curtains, carpets and any furniture essential for modern living.
unoccupied	means that your private home is not lived in for a period of 60 consecutive days per calendar year.
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2. What is covered under Property

We cover loss of or damage to your insured property that occurred during the period of insurance.

The schedule will show which of your buildings (covered under the Buildings section), contents (covered under the Contents section) and personal possessions (covered under Fine arts and valuables section) are insured by this policy.

3. What is also covered under Property

Additional cover is added to the various sums insured of the property sections as shown in the schedule. The combined limit of all additional covers is limited to 25% of your sums insured for respective property sections as shown in the schedule.

3.1 Loss of rent

We cover the rent you do not earn because your tenant cannot live in your private home due to physical damage we have agreed to pay.

This cover is limited to the actual rental income you have lost in connection with the valid claim. We will only pay for the period reasonably needed to make your private home fit to live in again.

This cover is subject to the following conditions:

- a) We decided that your private home is not fit to live in.
- b) You can claim for either loss of rent or alternative accommodation in connection with the same loss.

3.2 Rental top-up

We cover the difference if the cost of alternative accommodation for your tenant is higher than the rental amount in your lease agreement with the tenant.

This cover is limited to the period that is left of the rental contract or the period reasonably needed to make your private home fit to live in again, whichever is the shortest.

This cover is subject to the following conditions:

- a) We decided that your private home is not fit to live in.
- b) You must have a legal liability towards your tenant in terms of your lease agreement to provide alternative accommodation.

3.3 Alternative accommodation

We cover your alternative accommodation if you cannot live in your private home due to damage we have agreed to pay.

This cover is limited to the period reasonably needed to make your private home fit to live in again.

This cover is subject to the following conditions:

- a) We decided that your private home is not fit to live in.
- b) You can claim for either alternative accommodation or loss of rent in connection with the same loss.

3.4 Fire brigade charges

We cover the reasonable costs that the fire brigade charges you for putting out or preventing a fire at your private home.

3.5 Property keys

If you lose the keys to outside doors, windows, safes and alarms of your private home during the period of insurance we will cover the cost of replacing keys (including card keys) and remote controls, as well as changing the locks.

This cover is limited to the amount shown in the schedule.

3.6 Clearing of debris

We cover the reasonable costs of removing debris from your risk address shown in the schedule after loss or damage

covered under this section.

If rubbish and waste material has been deposited on your land and at the address shown in the schedule during the period of insurance without your permission, we will also pay the reasonable and necessary cost to have it removed.

3.7 Loss of water by leaking

We cover the costs of water lost from leaking pipes in your private home or on its grounds, if you are responsible for paying these costs.

This cover is limited to the amount shown in the schedule.

This cover is subject to the following conditions:

- a) We will only pay you if the water reading is above the average of the previous four readings by 50% or more.
- b) If you discover a leak (either by physical evidence or from an abnormally high water bill) you must immediately take steps to repair the pipes or we will not pay for the costs of the loss of water.
- c) You can claim for a maximum of two separate incidents of this kind per calendar year.
- d) If your private home is unoccupied at the time of the loss, you have to pay the excess shown in the schedule.

We do not cover water lost from:

- a) leaking taps, geysers, or toilets;
- b) swimming pools or leaks in their inlet or outlet pipes;
- c) leaks that happen while your private home is unoccupied for more than 30 consecutive days.

3.8 Damage to the garden

We cover the reasonable costs of replacing trees, shrubs, plants and sprinkler irrigation systems at your risk address shown in the schedule.

We cover loss or damage caused by:

- a) fire;
- b) firefighting;
- c) explosion;
- d) impact by vehicles, aircraft, other aerial devices or other objects dropped from the air;
- e) malicious damage;
- f) theft, attempted theft or burglary.

This cover is limited to the amount shown in the schedule.

3.9 Employing a security guard

We cover the reasonable costs of employing a security guard after a valid claim at your private home.

This cover is limited to the amount shown in the schedule.

3.10 Special alterations to your private home

We will pay you the necessary and reasonable costs for special alterations to facilitate access to your private home after an accident that leaves you permanently disabled and bound to a wheelchair.

This cover is limited to the amount shown in the schedule.

This cover is subject to the condition that you have our consent in writing to incur these costs.

3.11 Claims preparation costs

We will pay you the reasonable costs for getting any documentation, proof or details you need to prepare for a claim you have under this section of the policy.

This cover is limited to the amount shown in the schedule.

3.12 Reward for information

We cover the cost of a reward for information that helps to recover any insured item and helps the police to arrest and convict any person who committed the crime which resulted in your claim.

This cover is limited to the amount shown in the schedule.

We do not cover reward for information that you or the police gave.

3.13 Hole-in-one

We cover your expenses related to hitting a hole-in-one during the period of insurance while playing golf as an amateur.

This cover is limited to the amount shown in the schedule.

This cover is subject to the following conditions:

- a) The hole-in-one must happen on a registered golf course;
- b) You must be playing according to the recognised rules of golf;
- c) The secretary of the relevant golf club must confirm in writing that you hit the hole- in-one.

3.14 Full house

We cover your expenses related to scoring a full house during the period of insurance while playing bowls as an amateur.

This cover is limited to the amount shown in the schedule.

This cover is subject to the following conditions:

- a) The full house must happen as part of an official competition;
- b) The game must be on a registered bowling green;
- c) You must be playing according to the recognised rules of the game, with all 8 or 9 bowls to count;
- d) The secretary of the relevant bowling club must confirm in writing that you scored a full house.

4. Special terms and conditions under Property

4.1 How we will pay you

We will pay you for loss of or damage under this section by one or a combination of the following:

- a) Paying the costs of the loss or damage;
- b) Replacing whatever is lost or damaged;
- c) Repairing whatever is damaged.

You can choose how you prefer us to pay your claim.

We will base the payment on the replacement value of similar new property at the time of the loss or damage. The sums insured shown under the various Property sections in the schedule, are the maximum limits of compensation we will pay for each section.

4.2 Underinsurance

Property must be insured for its replacement value.

If, at the time of loss or damage, the actual replacement value is more than the sum insured, we will not pay the full amount of your claim. We calculate the difference between the actual replacement value and the sum insured and apply this difference proportionately to your claim amount. You will be responsible for the difference.

EXAMPLE:

The replacement value of your property is R4 000 000. You insure it for R3 000 000.

We will calculate the underinsurance as follows:

R3 000 000 X 100 = 75%

R4 000 000 1

This means that you have only insured your property for 75% of its value.

If there is R1 000 000 damage to the property, we will only pay 75% of the damage (R750 000), less any excess. You will be responsible for the difference of R250 000.

We will not apply this condition to this policy if you agree for us to conduct a risk assessment of your property and adjust your sums insured in accordance with our recommendations.

The schedule will show whether Underinsurance applies to your contract or not.

4.3 Agreed value

If you agree that we can conduct a risk assessment of your property within **60 days** from the start date of this policy, you accept the outcome of the risk assessment and instruct us to change your property sums insured accordingly, we will not adjust your claim because of underinsurance. This means that you and we agree that the sums insured of your insured property equals the replacement value.

This condition must be read together with all covers, conditions and exclusions relating to building extensions or alterations, or new contents you buy.

The schedule will show whether Agreed value applies to your contract or not.

4.4 Tell us if your private home is unoccupied

You must tell us if you intend to leave your private home unoccupied for more than 60 consecutive days during a calendar year. We may adjust your premium or change your terms, conditions or exclusions.

If you do not tell us, we may choose not to pay for any loss or damage during the time your private home is unoccupied.

4.5 Security measures

The security measures installed at your private home determine the premium we charge you and whether we are willing to accept your policy. Installation and maintenance of those security measures are therefore a condition of this policy.

a) Burglar bars

If the schedule states that you have burglar bars on all opening windows, we will only cover theft or attempted theft if the burglar bars are fitted at the time of the theft or attempted theft.

b) Security gates

If the schedule states that you have security gates, we will only cover theft or attempted theft if all the following conditions are met at the time of the theft or attempted theft:

- The security gates are fitted; and
- The security gates are locked when your private home is left unattended.

c) Alarm

If the schedule states that you have an alarm, we will only cover theft or attempted theft if all the following conditions are met at the time of the theft or attempted theft:

- The alarm is fitted and in working order; and
- The alarm is set when your private home is left unattended.

d) Alarm with armed response

If the schedule states that you have an alarm with armed response, we will only cover theft or attempted theft if all the following conditions are met at the time of the theft or attempted theft:

The alarm is fitted and in working order; and

- The alarm has 24-hour monitoring with armed response; and
- The alarm is set when your private home is left unattended.

4.6 Adjustment to cater for inflation

The various insured amounts relating to the property sections, are adjusted each month to cater for the effect of inflation. This increase will not be shown in the schedule, but applied in the event of a claim. We will not increase your premium during the period of insurance, but your property sums insured will automatically increase accordingly on the anniversary date of this policy.

5. What is not covered under Property

These exclusions apply to all the sections covered under Property in this policy.

5.1 Gradual damage

We do not cover loss or damage caused by or from:

- a) rust, oxidation, corrosion or decay;
- a) rot, rising damp, a rise in the water table, fungus, mildew or mould;
- b) wear and tear, shrinkage, deterioration or any other gradually operating causes;
- c) depreciation;
- d) any process of dyeing, cleaning, repair, restoration or renovation;
- e) pollution or contamination;
- f) the action of light or climatic conditions
- g) coastal or river erosion;
- h) weeds or roots.

5.2 Guarantees, agreements or contracts

We do not cover loss or damage covered by any manufacturer's guarantee, purchase agreement or service contract.

5.3 Faulty workmanship or materials

We do not cover loss or damage caused by or from or as a result of:

- a) Faulty or poor workmanship or design;
- b) the use of unsuitable or faulty materials;
- c) inherent fault;
- d) misuse of the property.

5.4 Animals or insects

We do not cover damage caused by vermin, insects or infestation by any other pests.

PROPERTY: BUILDINGS

1. What is also covered under the Buildings section

If we insure your buildings, we cover loss of or damage to your private home. All the definitions, covers, terms, conditions and exclusions listed under Property apply to your Buildings section.

We will also give the following cover:

1.1 Public supply or mains connections

We cover the reasonable costs for accidental loss of or damage to water, sewerage, gas, electricity and telephone connections between your private home and the public supply that belong to you or that you are responsible for.

1.2 Public authorities' requirements

We cover the necessary costs of repairing or rebuilding your private home to meet the requirements of public authorities after a valid claim under this section.

We do not cover public authorities' requirements relating to defects in workmanship, design, planning or specifications.

1.3 Demolition and professional fees

If there is damage to your private home after a valid claim under this section, we will cover the necessary and reasonable costs of:

- a) demolishing your private home;
- b) putting up hoardings needed during building operations;
- c) architects' fees, quantity surveyors' fees and consulting engineers' fees;
- d) local authorities' inspection fees.

We will only pay you if you have our consent in writing to incur these costs.

1.4 Removing trees

We cover the reasonable costs of removing trees that pose a risk to your private home, from the risk address.

This cover is limited to the amount shown in the schedule.

You can claim for a maximum of two separate incidents of this kind per calendar year.

This cover is subject to the condition that you have our consent in writing to incur these costs.

1.5 Cover before property transfer

We cover damage to a private home you are in the process of buying. This cover is for the period between you signing a deed of sale and the transfer of the property into your name by the Deeds Office.

This cover is subject to the condition that you insure the property you buy on this policy.

This cover will not apply if your private home is insured by the seller or on the seller's behalf.

1.6 New fixtures and fittings

We cover loss of or damage to new fixtures, fittings and interior decorations which are fixed to and form part of your private home.

This cover is subject to the following conditions:

- a) You must let us know in writing within 30 days of the installation of these fixtures or fittings; and
- b) You must pay any additional premium we may charge.

1.7 Pest extermination

We will pay you for emergency pest extermination.

This cover is limited to the amount shown in the schedule.

This cover is subject to the conditions that the infestation:

- a) is sudden and unexpected; and
- b) is a risk to your health; or
- c) can cause damage to your private home or its contents; or
- d) is making it impossible for you to live in your private home.

We will not pay you for emergency pest extermination if your private home is unoccupied.

1.8 Temporary removal of fixtures

We cover loss of or damage to permanent fixtures that are temporarily removed from your private home to be repaired or restored during the period of insurance.

This cover is limited to the amount shown in the schedule.

This cover is subject to the condition that the permanent fixtures may not be removed for more than 60 consecutive days.

1.9 Extensions or alterations to your private home

We cover damage to extensions or alterations you made to your private home during the period of insurance even if you did not inform us of the increase in the value of your buildings.

This cover is limited to the amount shown in the schedule.

This cover is subject to the condition that you must inform us of the extensions or alterations within 60 days from the date of completion of the work. If you do not inform us within 60 days, we will not cover your extensions or alterations.

2. Property owner's liability

2.1 Legal liability

We cover your legal liability occurring during the period of insurance as the owner of your private home for:

- a) accidental death of another person;
- b) accidental bodily injury or illness of another person;
- c) accidental loss of or damage to property belonging to another person.

Our payment will include the following:

- a) The amounts you are liable for;
- b) Legal costs of the other person that you are liable for;
- c) Costs that you incur to settle or defend the claim against you with our permission.

The limit of compensation at the time of the loss, damage, bodily injury, illness or death is shown in the schedule. This amount applies to any single event or series of events that are the result of a single incident.

2.2 What is not covered under Property owner's liability

We do not cover the following:

- a) Liability claimed by any of the following people:
 - You or any member of your family who normally lives with you;
 - Your directors, members, trustees, beneficiaries and members of their families who normally live with them (if you are a company, close corporation or trust);
 - Your employees acting in the course of their employment with you at the time of the event. This exclusion does not apply to your domestic employees.
- b) Liability related to loss of or damage to property owned by, looked after or under the control of any of the following

people:

- You or any member of your family who normally lives with you;
- Your directors, members, trustees, beneficiaries and members of their families who normally live with them (if you are a company, close corporation or trust);
- Your employees acting in the course of their employment with you at the time of the event.

c) Liability related to:

- your employment, business or profession;
- your ownership or occupation of land or buildings other than your private home;
- aircraft, vehicles or watercraft that you or your employees own, look after or control;
- the vibration, removal, weakening or interference with the support of any land, building or other property.

3. Special terms and conditions under the Buildings section

3.1 The countries where you are insured under this section

The Buildings section of this policy applies to the Republic of South Africa only.

3.2 We look after the credit provider's rights

If you have a home loan or bond registered over your private home and you claim for loss or damage, we will pay the credit provider first. That payment is limited to the amount that you still owe on your home loan. If there is any balance, it will be paid to you.

EXAMPLE:

James buys a house for R1 000 000 and borrows money to pay for it. The credit provider registers a home loan over the buildings for the full value. James buys insurance for the full value. James has paid back R400 000 to the credit provider when his house is destroyed in a fire. James claims from his insurance. We compensate the credit provider for R600 000 and we compensate James R400 000 for the damage, less any excess.

If you act or omit to act in a way that leads to the rejection of your claim for loss or damage, we will still pay the credit provider if:

- a) the credit provider did not know that you acted in a way that made this policy invalid; and
- b) the credit provider tells us of the act or omission as soon as it becomes aware of it; and
- c) the rejection of the claim was not due to fraud, dishonesty, misrepresentation or any event deliberately caused by you or any person colluding with you.

3.3 Matching building materials

We do not have a duty to repair your private home to precisely match its previous state, but will repair it as close as circumstances reasonably allow.

Where we cannot match it exactly, we will use materials that, in our opinion, match the damaged or lost materials as closely as possible. We will only do this to the part of the structure where the loss or damage has occurred. We will not pay for matching building materials to create a uniform effect throughout your private home.

3.4 Tenants' behaviour

If a tenant acts in a way that would lead to our rejecting your claim, we still give cover if:

- a) you did not know of or agree to the tenant's action or omission; and
- b) you tell us about the action or omission as soon as you find out about it; and
- c) the claim was not due to fraud, dishonesty, misrepresentation or any event deliberately caused by you or any person colluding with you.

This cover includes tenants who rent your private home in terms of an Airbnb arrangement.

4. What is not covered under the Buildings section

These exclusions are in addition to the property exclusions and apply only to the Buildings section.

4.1 If you do not maintain your private home

We do not cover any loss or damage caused by your private home not being maintained.

4.2 Building alterations or renovations to your private home

When you do structural building alterations or alterations at your private home, we do not cover loss, damage or liability caused by the structural building alterations or renovations to glass or sanitary ware (for example, toilets, sinks and baths).

We also will not cover property owner's' liability if it is caused by the structural building alternations or renovations.

4.3 Ensure compliance with building laws and regulations

We do not cover any loss, damage or liability as a result of your private home not complying with the National Building Regulations or any other laws or regulations that apply to building standards or maintenance.

4.4 Maintenance or decoration

We do not cover loss, damage or liability caused by routine maintenance, refurbishment, improvement or decoration of your private home. We also do not cover the costs of maintenance, refurbishment, improvement or decoration of your private home.

PROPERTY: CONTENTS

1. What is also covered under the Contents section

If we insure your contents, we cover loss of or damage to the contents of your private home at the address shown in the schedule. All the definitions, covers, terms, conditions and exclusions listed under Property apply to your Contents section.

We will also give the following cover:

1.1 Contents not at your private home anywhere in the world

We cover loss of or damage to your contents that are temporarily removed from your private home anywhere in the world.

This cover is limited to the amount shown in the schedule.

The security precautions at your private home do not apply to this cover. This is subject to the condition that the care you take of the contents that you remove from your private home must be in accordance with its value.

1.2 Contents on the grounds of your private home

We cover loss of or damage to laundry, garden furniture, bicycles and swimming pool equipment (including safety nets and covers) at the address shown in the schedule.

This cover is limited to the amount shown in the schedule.

1.3 While moving to a new home

We cover loss of or damage to your contents while professional movers are moving it when you permanently move to a new private home.

This cover is subject to the following conditions:

- a) The contents must be packed by the professional movers with care that is in accordance with the value and fragility of the various items; and
- b) Jewellery must be kept safely in accordance with the safekeeping conditions of this policy.

1.4 Transporting of contents

We cover loss of or damage to your contents caused by:

- a) theft while the contents are moved to or from a commercial storage facility or bank safety deposit facility;
- b) theft while you are transporting the contents to or from any place of purchase, repair or renovation. There must be visible signs of forced entry or exit from the vehicle;
- fire, collision or overturning of the motor vehicle carrying contents to or from any place of purchase, repair or renovation.

This cover is limited to the amount shown in the schedule.

1.5 Guests' property

We cover contents belonging to a guest living with you temporarily, if they do not have any other insurance.

This cover is limited to the amount shown in the schedule.

This cover is subject to the condition that the loss or damage must take place at your private home.

This cover does not include loss of or damage to money.

1.6 Domestic employees' property

We cover contents belonging to your domestic employees, if they do not have any other insurance.

This cover is limited to the amount shown in the schedule.

This cover is subject to the condition that the loss or damage must take place at your private home.

This cover does not include loss of or damage to money.

1.7 Veterinary expenses

We cover veterinary expenses for accidental bodily injury if a domestic animal you own is injured in a road accident.

This cover is limited to the amount shown in the schedule.

We do not cover veterinary expenses if the injured domestic animal is covered by any other insurance, including pet's insurance.

1.8 Accidental death from injury in your private home

We will pay your estate if you suffer an accidental bodily injury in your private home and you die within 90 days as a direct result of the injury.

This cover is limited to the amount shown in the schedule.

1.9 Spoiling of fridge and freezer contents

We cover accidental spoiling of the contents of your fridges or freezers in your private home if the spoiling results from either:

- a) breakdown or accidental damage to the fridge or freezer;
- b) failure of the public power supply.

This cover is limited to the amount shown in the schedule.

We do not cover:

- a) Damage to fridges or freezers themselves;
- b) Spoiling that has happened because you have not paid for or bought sufficient power or fuel.

1.10 Recovering data

We cover the costs involved in recovering your personal data from the computer in your private home or from your other personal electronic devices which have suffered physical damage we have agreed to pay. This cover includes costs associated with data usage to recover data from the cloud or other internet storage facility.

This cover is limited to the amount shown in the schedule.

1.11 Students' belongings

We cover loss of or damage to the personal possessions of permanent members of your household who are full-time students while they live away from your private home.

This cover is limited to the repair or replacement costs of the students' belongings.

This cover is subject to the condition that loss or damage caused by theft or attempted theft will only be covered if there are visible signs of forced entry into or exit from the building.

1.12 Theft of money

We cover loss of or damage to money caused by theft or attempted theft.

This cover is limited to the amount shown in the schedule.

This cover is subject to the following conditions:

- a) If R5 000 or less was stolen, there must be signs of forced entry into or out of the building where you are at the time of the loss, or there must be threat of force against you.
- b) If more than R5 000 was stolen, the money must have been kept in a securely locked wall- or floor-mounted safe at the time of the theft or attempted theft, with signs of forced entry into the safe or threat of force against you.

1.13 Theft of digital currency

We cover loss of digital currency caused by theft or attempted theft.

This cover is limited to the amount shown in the schedule.

This cover is subject to the condition that you must comply with the terms and conditions of the internet service provider

regarding the safekeeping of your digital wallet.

1.14 New contents

We cover loss of or damage to new contents you bought during the period of insurance.

This cover is limited to the amount shown in the schedule.

This cover is subject to the condition that you must inform us of the increase in your Contents sum insured and pay any additional premium due. If you do not comply with this condition, you may be underinsured and we may adjust your claim amount accordingly.

1.15 Remote jamming or blocking

We cover contents stolen from an unattended vehicle even if there are no visible signs of forced entry into the vehicle, if we suspect that access was gained to the vehicle by remote jamming or blocking.

This cover is limited to the amount shown in the schedule and one claim per calendar year.

This cover is subject to the following conditions:

- a) The windows must be closed;
- b) Any insured items must be hidden out of sight; and
- c) You must have attempted to lock the vehicle when leaving it unattended.

1.16 Fixed machinery

We cover accidental damage to fixed motors and machinery of saunas, spas, swimming pools, garage doors, security systems electronic gates and boreholes installed at the address shown in the schedule.

This cover is limited to the amount shown in the schedule.

This cover is subject to the condition that you do not own or are not responsible for insuring the buildings of your home.

We do not cover:

- a) automatic swimming pool cleaning equipment;
- b) windmills;
- c) damage that is covered under another section of this policy.

1.17 Business contents

We cover your business contents at your private home as shown in the schedule.

This cover is limited to the amount shown in the schedule.

We do not cover:

- a) Loss or damage caused by theft or attempted theft unless there are visible signs of forced entry into or exit from your private home;
- b) Stock in trade;
- c) Any liability arising from your business activities at your private home.

2. Tenant's liability

2.1 Tenant's liability

We cover your legal liability occurring during the period of insurance as the tenant of your private home for:

- a) accidental death of another person;
- b) accidental bodily injury or illness of another person;
- c) accidental loss of or damage to property belonging to another person;

- d) accidental damage to your private home (including fixed sanitary ware, fixed glass, fixtures and fittings);
- e) accidental damage to water, sewerage, gas, electricity or telephone connections.

Our payment will include the following:

- a) The amounts you are liable for;
- b) Legal costs of the other person that you are liable for;
- c) Costs that you incur to settle or defend the claim against you with our permission.

The limit of compensation at the time of the loss, damage, bodily injury, illness or death is shown in the schedule. This amount applies to any single event or series of events that are the result of a single incident.

2.2 What is not covered under Tenant's liability

We do not cover the following:

- a) Liability claimed by any of the following people:
 - you or any member of your family who normally lives with you;
 - your directors, members, trustees, beneficiaries and members of their families who normally live with them (if-you are a company, close corporation or trust);
 - your employees acting in the course of their employment with you at the time of the event. This exclusion does not apply to your domestic employees.
- b) Liability related to loss of or damage to property owned by, looked after or under the control of any of the following people:
 - you or any member of your family who normally lives with you;
 - your directors, members, trustees, beneficiaries and members of their families who normally live with them (if you are a company, close corporation or trust);
 - your employees acting in the course of their employment with you at the time of the event.
- c) Liability related to:
 - your employment, business or profession;
 - your ownership or occupation of land or buildings other than your private home;
 - aircraft, vehicles or watercraft that you or your employees own, look after or control;
 - the vibration, removal, weakening or interference with the support of any land, building or other property.

3. Special terms and conditions under the Contents section

3.1 The countries where you are insured under this section

The Contents section of this policy applies to the Republic of South Africa only, except for the percentage of contents not at your private home which is covered world-wide.

3.2 You must give proof of ownership or responsibility

You must give us acceptable proof that you own an item or are legally responsible for it, or acceptable proof of its value, if we ask for it.

3.3 You must prove ownership of jewellery and watches

When you claim for any jewellery or watches, you must give us proof of ownership and the value of the item that you claim for. Examples of this may be invoices, receipts or valuation certificates (dated before the date of the claim).

If you do not give us this proof of ownership and value, your claim will be limited to R25 000 for each item.

3.4 You must keep jewellery and watches in a safe

You must keep jewellery and watches with a value of R50 000 or more that you are not wearing, in a securely locked wall-or floor-mounted safe. The keys to your safe must also be kept away, secured and hidden from sight.

If you do not comply with this condition, we will not cover loss or damage caused by theft or attempted theft for more than R50 000 per item, unless you are wearing it.

3.5 Pairs and sets

We do not cover any additional, special value that an item has because it forms part of a pair or set. We only cover the proportionate value of the part of the set that is lost or damaged.

4. What is not covered under the Contents section

These exclusions are in addition to the property exclusions and apply only to the Contents section.

4.1 Items we do not cover

We do not cover loss of or damage to:

- d) money caused by theft if the money was not at your private home;
- e) animals (except if covered under Veterinary expenses);
- f) motor vehicles including their fitted accessories;
- g) caravans or trailers including their fitted accessories;
- h) air or watercraft and their fitted accessories and equipment (not a surfboard or paddle ski);
- i) stock-in-trade that you own or are responsible for;
- j) contents that are more specifically insured elsewhere in this policy;
- k) ride-on lawn mowers unless you keep them in a locked building when not in use;
- bicycles left unattended away from your private home unless locked to a fixed structure or located within a locked building;
- m) any item while it is transported unless it is adequately packed and secured;
- any item used for professional or commercial purposes in excess of the amount shown in the schedule for Business contents.

4.2 Circumstances when we do not cover loss or damage caused by theft or attempted theft without signs of forced entry or exit

We do not cover your contents against loss or damage caused by theft or attempted theft, unless there are visible signs of forced entry into or exit from:

- a) your private home while it is lent, let or sub-let;
- b) your private home while it is on show;
- c) your private home while it undergoes any renovations or structural building alterations;
- d) any unattended vehicle, unless the vehicle is locked, windows closed and any insured items are hidden out of sight. This does not apply if we accept your claim under Remote jamming or blocking.

4.3 Chipping, denting or scratching

We do not cover damage caused by scratching, denting, chipping or discolouration of furniture, glass, glassware, jewellery or other brittle articles.

4.4 If you do not receive contents you have paid for

We do not cover loss caused to you because you have not received any goods or services you have paid for.

4.5 Electronic data

Ve do not cover th r any other electro	e cost of reproducir onic media.	ng sounds, dat	a and images	that are lost fro	om tapes, record	s, films, magnetic mo

PROPERTY: FINE ARTS AND VALUABLES

1. Definitions specific to the Fine arts and valuables section

antiques	means furniture, porcelain or any other items (but not fine arts) that have a high value because of its age or quality.
collections	means a group of objects accumulated in one location, which holds particular value because of the grouping. Each item also holds value, but the collective value is greater than the sum of the individual items making up the collection. Examples are coin collections, stamp collections, wine collections or book collections.
fine arts	means creative art, especially visual art, where the products are appreciated primarily for their imaginative, aesthetic or intellectual content.
valuables	means jewellery, watches, gems or gemstones, or any other item you wish to specify as valuable.

2. What is covered under the Fine arts and valuables section

If we insure your Fine arts and valuables, we cover loss of or damage to the items shown in the schedule. All the covers, terms, conditions and exclusions listed under Property apply to your Fine arts and valuables section.

2.1 Specified items

If we insure your specified items, we cover loss of or damage to the items shown in the schedule.

This cover is limited to the amount shown in the schedule next to each specified item.

3. What is also covered under the Fine arts and valuables section

3.1 Additional cover for antiques, collections or fine arts with valuations less than three years

If there is loss of or damage to any antique, collection or fine arts covered under this section for which we accepted a professional valuation dated less than three years before the date of loss or damage, we may pay up to 150% of the item value to repair, replace or renovate the item, pair or set.

3.2 Death of the artist

We cover the increased value of an artwork if the artist passes away during the period of insurance if you have a valid claim under this section.

This cover is limited to 200% of the insured value of the artwork and to R500 000 during a calendar year.

This cover is subject to the following conditions:

- a) You must give us a professional valuation dated before the death of the artist.
- b) The valuation may not be older than three years.

We will only cover the increased value after the initial twelve months following the death of the artist.

3.3 Fine artworks in progress

We cover loss of or damage to artwork you have commissioned if the artwork is damaged or destroyed before it is completed.

We also cover loss you suffer if the commissioned artist passes away before the artwork is completed.

This cover is limited to the lowest amount of R100 000, the non-refundable deposit you have paid or the prepaid commission price.

3.4 Removal by professional contractors

We cover loss of or damage to your fine art or valuables while professional movers are moving it when you permanently move to a new private home.

This cover is subject to the condition that the fine arts and collectibles must be packed by the professional movers in accordance with the value and fragility of the items.

3.5 Defective title

If you are required by law to return any item covered under this section to its rightful owner because it has been proven that you do not have good title to it, we will pay up to R50 000 for that item.

This cover is subject to the condition that you bought the item during the period that this section is in force.

We do not give this cover:

- a) If you did not make suitable enquiries to the provenance of the item before you bought it.
- b) To items you inherited or received as gifts.

3.6 Fine art and valuables in storage

We cover 20% of the sum insured of this section if your fine arts and valuables are in a commercial storage facility at the time of loss or damage.

4. Special terms and conditions under the Fine arts and valuables section

4.1 The countries where you are insured under this section

Cover under this section is world-wide.

4.2 You must give proof of ownership

You must give us acceptable proof that you owned an item, or acceptable proof of its value, if we ask for it.

4.3 Pairs and sets

We do not cover any additional, special value that an item has because it forms part of a pair or set. We only cover the proportionate value of the part of the set that is lost or damaged.

5. What is not covered under the Fine arts and valuables section

These exclusions are in addition to the property exclusions and apply only to the Fine arts and collectibles section.

5.1 Reframing

We do not cover damage caused by reframing or similar processes.

5.2 Weather

We do not cover loss or damage caused by:

- a) exposure to light;
- b) extreme temperatures;
- c) frost, moisture, aridity or humidity.

5.3 Circumstances when we do not cover loss or damage caused by theft or attempted theft without signs of forced entry or exit

We do not cover your specified items against loss or damage caused by theft or attempted theft, unless there are visible signs of forced entry into or exit from:

- a) your private home while it is lent, let or sub-let;
- b) your private home while it is on show;
- c) your private home while it undergoes any renovations or structural building alterations;
- d) any unattended vehicle, unless the vehicle is locked and the windows are closed.

5.4 Theft, attempted theft and malicious damage

We do not cover your specified items against loss or damage caused by theft, attempted theft or malicious damage unless the premises where these items are kept, complies with the security measures we required for your private home. This exclusion does not apply to specified jewellery, watches, photographic equipment or electronic equipment.

MOTOR

1. Definitions specific to the Motor section

agreed value	means the value you and we agree at which to insure your vehicle and its factory-fitted accessories.			
Class A vehicle	means a private motor car.			
Class B vehicle	means a light delivery vehicle (LDV) with a gross mass of 3 500 kg or less.			
Class C vehicle	means a 4x4 or 4x2 vehicle with a gross mass of 3 500 kg or less.			
Class D vehicle	means a standard road two- or three wheel motor cycle, a motor scooter (with or without a side car), a three- or four-wheel motorised vehicle (for example a quad bike or all-terrain vehicle).			
Class E vehicle	means a caravan or trailer, which is not self-propelled, including its permanent fittings.			
Class F vehicle	means a golf car. A golf car is a motorised or battery-operated vehicle designed for transport on a golf course.			
Class G vehicle	means a self-propelled, recreational tractor or lawn mower, which is used for domestic or recreational purposes (for example mowing the lawn at your private home).			
code 3 / built-up vehicle	means a new or used vehicle that has been declared permanently unfit for use, usually because the vehicle:			
	was involved in an incident and declared unfit for use as a vehicle;			
	is damaged to an extent which includes structural defects and requires substantial rebuilding;			
	was stolen.			
credit shortfall	means the difference between the total amount you owe a registered credit provider under a financing agreement in terms of the National Credit Act, Act 34 of 2005, and the value of the vehicle shown in the schedule.			
reasonable retail value	means the price at which a car dealer sells a vehicle with its factory-fitted accessories.			
replacement vehicle	means any vehicle from categories A to C that you hire, lease or temporarily use as a replacement for the insured vehicle while the insured vehicle is in for a service or mechanical or electrical repairs by the motor trade.			
SAPVIN	Means the number that is uniquely generated by the SAPS vehicle circulation system. A SAPVIN number is issued when a vehicle does not have a VIN or engine number, the vehicle's VIN or engine numbers have been duplicated, or the vehicle's VIN or engine numbers have been altered, defaced or obliterated.			
	SAPVIN is an abbreviation for South African Police Vehicle Identification Number.			
self-driving	means that your vehicle is operating in a mode in which you do not control or monitor it.			
sum insured value	means the value of your vehicle shown in the schedule.			
vehicle	means the insured vehicle shown in the schedule, or the replacement vehicle where relevant. The vehicle includes factory-fitted accessories and spare parts when they are in or on the vehicle.			
written off	means your vehicle is damaged and, in our opinion, is not economical to repair.			

you means the policyholder and drivers named in the schedule.

2. What is covered under the Motor section

We cover loss of or damage to your vehicle that occurred during the period of insurance, up to the value shown in the schedule.

The schedule will also show the following information per vehicle:

- a) Class of vehicle use;
- b) Type of vehicle value;
- c) Type of vehicle insurance.

3. Class of vehicle use

When you insure your vehicle, you choose the class of use for each vehicle. You may only use your vehicle for the purpose in the description you selected and which is shown in the schedule. We will not cover your vehicle while you use it for any other purposes.

3.1 Domestic use

If the schedule shows that your vehicle is used for domestic purposes, you may use it for social and private travel, travel to and from work, as well as travel for business, trade or occupation purposes once a week. If you use your vehicle for business, trade or occupation more than once a week, it cannot be covered under Domestic class of use.

3.2 Business use

If the schedule shows that your vehicle is used for business purposes, you may use it for social and private travel, travel to and from work, as well as travel for business, trade or occupational purposes.

4. Types of vehicle value

4.1 Reasonable retail value

Reasonable retail value is based on the retail value of the vehicle as publicised in a recognised and current motor trade publication or database. The vehicle's age, condition and odometer readings may affect the value.

If the schedule shows that your vehicle value is reasonable retail value, we will automatically adjust your vehicle sum insured and premium each anniversary date to align to the retail value on the anniversary date.

To ensure that your vehicle is sufficiently covered, you must insure the following items separately:

- a) Non-factory fitted accessories;
- b) Credit shortfall (any amounts owing on the vehicle).

You must ensure that the values of any extra accessories are accurate and up to date. You may change the amounts at which the non-factory accessories are insured, at any time.

4.2 Agreed value

Agreed value is only used for vehicles that do not have a retail value publicised in a recognised and current motor trade publication or database (for example imported sports cars or vintage cars).

If the schedule shows that your vehicle value is agreed value, you must give us proof of the vehicle value in the form of a valuation by three reputable motor vehicle dealers. You must give us this proof at every anniversary date of this policy, otherwise the agreed value will remain unchanged on the anniversary of this policy.

If the condition of the vehicle deteriorates after the agreed value valuation, but before a claim, we may pay you less if there is a claim.

4.3 Sum insured value

If the schedule shows that your vehicle value is sum insured, we will not adjust your vehicle sum insured during the period of insurance. This means that, in the event of a total loss (if your vehicle is written off or stolen) that we guarantee that we will pay the sum insured shown in the schedule without any reduction.

5. Types of vehicle insurance

5.1 Comprehensive

If the schedule shows that your vehicle is insured on a Comprehensive basis, we cover the vehicle against:

- a) any loss or damage;
- b) liability.

5.2 Third party, fire and theft

If the schedule shows that you vehicle is insured for Third party, fire and theft, we only cover the vehicle against:

- a) fire, lightning or explosion;
- b) theft or attempted theft;
- c) hijacking or attempted hijacking;
- d) liability.

5.3 Third party only

If the schedule shows that your vehicle is insured for Third party only, we only cover the vehicle against liability.

6. What is also covered under the Motor section

6.1 Costs to protect the vehicle (if the type of insurance is Comprehensive or Third party, fire and theft)

We cover the reasonable costs to protect the vehicle after a valid claim under this section.

6.2 Costs for emergency repairs (if the type of insurance is Comprehensive or Third party, fire and theft)

You may authorise emergency repairs to the vehicle without our consent and immediately give us a detailed invoice from the repairer.

This cover is limited to the amount shown in the schedule.

6.3 Costs to tow and store the vehicle (if the type of insurance is Comprehensive or Third party, fire and theft)

We cover the reasonable costs for towing and storage of your vehicle after a valid claim under this section.

6.4 Delivery after repair (if the type of insurance is Comprehensive or Third party, fire and theft)

We cover the reasonable costs to deliver the vehicle to your private home after a valid claim under this section.

This cover is subject to the condition that the vehicle must be repaired in the Republic of South Africa.

6.5 Special modifications to your vehicle (if the type of insurance is Comprehensive or Third party, fire and theft)

We cover the necessary and reasonable costs for special modifications to your vehicle after an accident that causes bodily injury which leaves you permanently disabled and bound to a wheelchair.

This cover is limited to the amount shown in the schedule.

This cover is subject to the following conditions:

- a) The vehicle must be a Class A, B or C vehicle.
- b) We have authorised the installation.

6.6 Replacement of your vehicle (if the type of insurance is Comprehensive or Third party, fire and theft)

If your vehicle is stolen and not recovered or written off, we will replace your vehicle with a new vehicle of the same make and model.

This cover is subject to the following conditions:

- a) Your vehicle may not be older than two years from the date of first registration;
- b) Your vehicle may not have travelled more than 60 000 kilometres.

6.7 Window glass (if the type of insurance is Comprehensive)

We cover the cost of replacing or repairing the window glass of the vehicle if it is damaged.

This cover does not include cover for sunroofs and other glass that forms part of the body of the vehicle.

6.8 Emergency expenses for accommodation (if the type of insurance is Comprehensive)

We cover accommodation expenses for you and your passengers after a valid claim under this section.

This cover is limited to the amount per person, per day as shown in the schedule and for a maximum of two days.

This cover is subject to the following conditions:

- a) The loss or damage must take place more than 100km from your private home shown in the schedule;
- b) The vehicle must be a Class A, B, C, D or E vehicle.

6.9 Accidental death (if the type of insurance is Comprehensive)

We will pay your estate if you are injured in an incident in your vehicle that leads to a valid claim under this section, and you die within 90 days as a direct result of the injury.

This cover is limited to the amount shown in the schedule.

6.10 Repatriation of mortal remains (if the type of insurance is Comprehensive)

We cover the costs to return your body to the town where your private home, as shown in the schedule, is situated, if you die from an accident in which your vehicle was involved.

This cover is limited to the amount shown in the schedule.

6.11 Vehicle keys (if the type of insurance is Comprehensive)

We cover loss of or damage to your vehicle's locks, keys (including smart keys) and remote control units. We also cover the cost of calling out a locksmith if necessary.

This cover is limited to the amount shown in the schedule.

6.12 Tracking device (if the type of insurance is Comprehensive)

We cover the cost to install a tracking system in your new vehicle, if you had a tracking system in your vehicle which was damaged beyond repair or stolen and not recovered.

This cover is limited to the amount shown in the schedule.

This cover is subject to the following conditions:

- a) You must have a valid contract with a tracking company for the lost or damaged vehicle;
- b) All payments to the tracking company must be up to date at the time of the loss or damage;
- c) We have authorised the installation.

6.13 Mechanical or electrical breakdown (if the type of insurance is Comprehensive)

We cover the costs you necessarily incur for protecting your vehicle and transporting it to a repairer after mechanical or electrical breakdown of your vehicle.

This cover is limited to the amount shown in the schedule.

This cover is subject to the following conditions:

- a) You must not have any other breakdown insurance;
- b) The vehicle must be a Class A. B or C vehicle.

6.14 Head, tail- or spotlights (if the type of insurance is Comprehensive)

We cover the cost of replacing any head, tail or fitted spotlights accidentally damaged, even if there is no other damage to the vehicle.

6.15 Extinguishing costs (if the type of insurance is Comprehensive)

We cover the reasonable costs of extinguishing or fighting a fire that poses a danger to your vehicle.

This cover is subject to the condition that you must be legally liable to pay the extinguishing costs.

6.16 Car hire (if the type of insurance is Comprehensive)

If you have a valid claim under this section, we will arrange the hiring of a car if your vehicle:

- a) cannot be driven;
- b) is undergoing repairs;
- c) is stolen and not recovered.

The type of car we will arrange is shown in the schedule.

This cover is subject to the following conditions:

- a) We must arrange the car hire for you from an approved car hire company of our choice;
- b) You must accept the terms, conditions and exclusions of the car hire company.

The period of car hire will start from any of the following dates:

- a) the date the vehicle cannot be driven;
- b) the date the vehicle is handed to the motor trade for repair; or
- c) the date the theft of the vehicle was reported to us.

The period of hire ends at the earliest of the following dates:

- a) The day your vehicle has been completely repaired;
- b) The day we pay you for the total loss of your vehicle; or
- c) The last day of the number of days shown in the schedule.

6.17 Difference in excess for a hired vehicle (if the type of insurance is Comprehensive)

If any vehicle you hire is lost or damaged while you are using it, we will pay the difference between your basic excess under this section and the excess for the hired vehicle.

This cover is limited to the amount shown in the schedule.

This cover is subject to the condition that you must have taken the insurance offered by the car hire company.

6.18 Claims preparation costs

We will pay you the reasonable costs for getting any documentation, proof or details you need to prepare for a claim you have under this section of the policy.

This cover is limited to amount shown in the schedule.

6.19 Self-driving vehicles (if the type of insurance is Comprehensive)

We cover your vehicle if it is involved in an accident while driving itself.

6.20 Vehicles parked on the dealer's floor (if the type of insurance is Comprehensive)

We agree to cover your vehicle against loss or damage while it is parked in the showroom or floor of a recognised member of the motor dealer trade.

This cover is subject to the following conditions:

- a) The vehicle must be parked at the dealership for the purpose of selling it.
- b) The vehicle keys must be kept in a locked safe.
- c) Your vehicle must be parked in secure premises when the premises are open for business.
- d) Your vehicle must be in a locked garage or locked showroom when the premises are closed for business.
- e) If your vehicle is taken for a test drive, an employee of the company must accompany the prospective buyer.

We do not cover the following:

- a) Loss or damage occurring away from the dealership premises, except if your vehicle is taken for a test drive.
- b) Any loss of or damage to sound equipment.
- c) Any loss of or damage to any vehicle glass.

6.21 Cover if you buy a new vehicle (if the type of insurance is Comprehensive)

If you buy a new vehicle to replace a vehicle insured under this section of your policy, we will cover your new vehicle for the first 72 hours after you take possession of the vehicle, even if it is not shown in the schedule.

This cover is subject to the condition that your new vehicle is added to this policy with effect from the date that you take possession of the vehicle and that you pay any additional premium due to us.

7. Vehicle liability

7.1 Legal liability for your vehicle

We cover your legal liability caused by your vehicle, which occurs during the period of insurance for:

- a) accidental death of another person;
- b) accidental bodily injury of another person;
- c) accidental loss of or damage to property belonging to another person.

This cover includes death, injury, loss or damage caused whilst your vehicle is self-driving.

Our payment will include the following:

- a) The amounts you are liable for;
- b) Legal costs of the other person that you are liable for;
- c) Costs that you incur to settle or defend the claim against you with our permission.

The limit of compensation at the time of the loss, damage, bodily injury or death is shown in the schedule. This amount applies to any single event or series of events that are the result of a single incident.

7.2 Passenger liability

We cover your legal liability caused by your vehicle, which occurs during the period of insurance for:

- a) accidental death of a passenger of the insured vehicle;
- b) accidental bodily injury of a passenger of the insured vehicle.

This cover includes death or injury caused whilst your vehicle is self-driving.

The limit of compensation at the time of the loss, damage, bodily injury or death is shown in the schedule. This amount applies to any single event or series of events that are the result of a single incident.

We do not cover passengers in or on the load body of a Class B or C vehicle.

7.3 Legal liability while other people drive or use your vehicle

We also cover the legal liability of any person who is driving or using your vehicle during the period of insurance for:

- a) accidental death of another person;
- b) accidental bodily injury of another person;
- c) accidental loss of or damage to property belonging to another person.

This cover includes death, injury, loss or damage caused while your vehicle is self-driving.

This cover is subject to the following conditions:

- a) The person driving or using your vehicle must:
 - have your permission to drive or use it;
 - not have legal liability cover under any other insurance;
 - not have been refused motor insurance at any time;
 - comply with the terms, conditions and exclusions of this policy.
- b) You must ensure that any person driving or using your vehicle is aware of the terms, conditions and exclusions of this policy.

7.4 Legal liability for vehicles not insured on this policy

We also cover your legal liability while you are using or driving a vehicle not insured on this policy during the period of insurance for:

- a) accidental death of another person;
- b) accidental bodily injury of another person;
- c) accidental loss of or damage to property belonging to another person.

This cover is subject to the following conditions:

- a) You do not own the vehicle;
- b) You are not buying, leasing or hiring the vehicle under a credit agreement or similar agreement;
- c) The vehicle must be a Class A, B or C vehicle.

We do not cover loss of or damage to the vehicle not insured under this policy.

7.5 Legal representation

We may arrange legal representation for:

- a) you at an inquiry into death resulting from a valid claim under this section;
- b) your defence at any civil or criminal proceedings resulting from a valid claim under this section.

7.6 What is not covered under Vehicle liability

We do not cover the following:

- a) Liability for death of or bodily injury to any of the following people:
 - you, a person using or driving your vehicle with your permission or members of your family who normally live with you;
 - your employees, other than your domestic employees, acting in the course of their employment with you at the time of the event;
 - any person in or on a caravan or trailer while it is being towed by your vehicle;

- any passenger who was outside the cab of your vehicle at the time of the event;
- any person travelling on or mounting onto, or dismounting from any Class D, F or G vehicle.
- b) Liability for loss of or damage to property:
 - that you, a person using or driving the vehicle with your permission or any member of your family own, look after or control;
 - in or on a caravan or trailer while being towed.
- c) Your legal liability covered in terms of the Road Accident Fund;

We do not cover your liability covered in terms of the Road Accident Fund, or any amounts that the Road Accident Fund wants to recover from you.

d) If you alter or fail to update on-board computer software;

We do not cover liability if death, injury, loss or damage results from:

- unauthorised changes to the on-board computer software; or
- failure to update the on-board computer software.

8. What you can also buy under the Motor section

We only cover the following options if they are included in your schedule.

8.1 Trade-in protection plan

We cover the difference between the trade value of your vehicle as published in a recognised and current motor trade publication or database, and the actual trade value of your vehicle if it was involved in an accident that we covered under this section of your policy.

This cover is subject to the following conditions:

- a) Your vehicle must not be written off in the accident;
- b) Your vehicle must not be stolen or hijacked and not recovered;
- c) Your vehicle must be under manufacturer's guarantee;
- d) You must attempt to sell your vehicle within 30 days after it was repaired to your satisfaction and the manufacturer's guarantee reinstated;
- e) We must source the actual trade-in value of your vehicle.

EXAMPLE:

You buy a car for R1 500 000. This vehicle is involved in an accident. It is repaired in accordance with the vehicle manufacturer's standards and the vehicle warranty is fully restored.

You decide to trade in your vehicle after the accident and find that your trade-in value is R1 000 000, because it was involved in an accident. Other vehicles of the same make, model and mileage have a trade-in value of R1 200 000.

We will pay you the difference of R200 000.

8.2 Credit shortfall

We cover any credit shortfall you may have for your vehicle if the vehicle is financed by a registered credit provider under a financing agreement in terms of the National Credit Act, Act 34 of 2005.

This cover is subject to the following conditions:

- a) The vehicle must be stolen or hijacked and not physically returned to you or to us; or
- b) The vehicle must be written off;
- c) The vehicle must be a Class A, B, C or D vehicle;

d) You have given us the documents we require within 30 days of the loss or damage.

You must give us the following documents when you claim for credit shortfall:

- a) A copy of the credit agreement;
- b) A statement of your account showing the outstanding settlement balance at the date of loss or damage.

We do not cover the following amounts:

- a) Payments or interest that are in arrears before the date of loss or damage;
- b) Early settlement penalties;
- Any residual or balloon payment amount payable at the end of the credit agreement, which was agreed on to reduce your monthly repayments;
- d) Any other amounts that can be refunded to you (for example, extra payments you have made to reduce your credit);
- e) Any legal costs you owe the finance company.

EXAMPLE:

You buy a car for R750 000. You take out vehicle financing from a registered credit provider to pay off the car in instalments.

During the vehicle loan repayment period, the vehicle is written off and at that stage you owe the credit provider R700 000, but your vehicle retail value is R680 000.

Normally, we would pay the credit provider R680 000 (less your excess) and you would still owe them the outstanding R20 000. If you have Credit shortfall cover, we will pay the R680 000 (less your excess) PLUS the outstanding R20 000.

8.3 Non-factory fitted accessories

We cover loss of or damage to non-factory fitted accessories shown in the schedule.

This cover is limited to the amount shown next to each accessory in the schedule.

8.4 Extended countries

We also cover loss of or damage to your vehicle in the countries shown in the schedule.

The repatriation costs from these extended countries are limited to the amount shown in the schedule.

This cover is subject to the following conditions:

- a) You must pay the additional excess shown in the schedule;
- b) If your vehicle was damaged in any of these countries, we will only pay your claim once we have brought the vehicle back to the Republic of South Africa;
- c) If the vehicle is written off and not brought back to the Republic of South Africa, you must prove to us that it is uneconomical to repair the vehicle before we will accept your claim. We will calculate the value of the wreckage at 20% of the vehicle value shown in the schedule and deduct the value of the wreckage from the claim amount.

We do not cover Third party liability in any of these countries.

8.5 Track-day cover

We cover loss of or damage to your vehicle while it is on the race track.

This cover is limited to the lowest amount of:

- a) the agreed value as shown in the schedule; or
- b) R800 000.

This cover is subject to the following conditions:

a) The vehicle must be used:

- in a time-trial. A time trial is where one vehicle on the track is driving against the clock with a controlled time delay start; or
- in a fun day or driver instruction while the event is controlled by or held under the protection of the recognised marquee club.
- b) You must pay the additional excess shown in the schedule.

We do not cover racing on the race track.

9. Special terms and conditions under the Motor section

9.1 The countries where you are insured under this section

The Motor section of this policy applies to the Republic of South Africa, Namibia, Botswana, Zimbabwe, Malawi, Mozambique, Swaziland, Lesotho, Tanzania, Zambia, Kenya, Angola and Uganda.

If your vehicle was damaged in any of these countries outside the Republic of South Africa, we will only pay your claim once we have brought the vehicle back to the Republic of South Africa.

If the vehicle is written off and not brought back to the Republic of South Africa, you must prove to us that it is uneconomical to repair the vehicle before we will accept your claim. We will calculate the value of the wreckage at 20% of the vehicle value shown in the schedule and deduct the value of the wreckage from the claim amount.

9.2 How we will pay you

We will pay you for loss of or damage under this section by one or a combination of the following:

- a) paying for the vehicle's repair at a repairer we approve;
- b) replacing the vehicle;
- c) pay you the amount of the loss, damage or liability.

We will decide how to pay your claim. If we decide to repair your vehicle and it is no longer under warranty, we can choose to replace non-safety or non-critical parts with parts that are not supplied by the manufacturer of your vehicle, or with used parts which have been reconditioned.

The vehicle value shown in the schedule is the maximum limit of compensation we will pay.

9.3 You must take care of your vehicle

You must take all reasonable steps to protect your vehicle against loss or damage.

You must also ensure that your vehicle is roadworthy at all times, according to relevant legislation.

9.4 Excess if your vehicle is less than one year old

If your vehicle is lost or damaged due to an accident, theft, attempted theft or hijacking and your vehicle age is one year or less from the date of first registration, you will not pay the basic excess shown in the schedule.

9.5 You must keep your vehicle secure

a) Security systems

If the schedule states that your vehicle is fitted with a security system, it is your responsibility to ensure that the security system has been installed.

We will only cover theft, attempted theft or hijacking if you comply with the following conditions:

- You must provide proof that the security system was installed at the time of the theft, attempted theft or hijacking;
- You must comply with the service agreements and recommendations of the manufacturers and installers of the security system.

b) Satellite tracking systems

If the schedule states that your vehicle is fitted with a satellite tracking system, it is your responsibility to ensure that

the satellite tracking system has been installed.

We will only cover theft, attempted theft or hijacking if you comply with the following conditions:

- You must immediately notify the authorities and the vehicle tracking company of the event;
- By no means may you interfere (including not paying fees) with the tracking or response company's ability or willingness to track and recover the vehicle effectively;
- You may not cancel your service agreement.

9.6 Chauffeur services

We cover loss of or damage to your vehicle even if it is driven by an employee or agent of a registered chauffeuring or valet company.

We also cover loss of or damage to your vehicle if it is driven by an employee or agent of a company which is a member of the motor trade while your vehicle is serviced, repaired or waiting for collection from a registered motor dealer.

9.7 You must agree to inspections

We may ask an inspection agent to inspect your vehicle at any time. We may decide not to insure your vehicle if you do not agree to the inspection. We reserve the right to change the terms, conditions and exclusions or cancel the insurance based on the outcome of the inspection.

9.8 You must tell us about any traffic offences

You must tell us immediately in writing if your driver's licence, or the driver's licence of anyone you allow to drive the vehicle, is endorsed, suspended or cancelled. This includes a conviction for or charges brought against you or anyone you allow to drive the vehicle for:

- a) negligent driving;
- b) reckless driving;
- c) driving under the influence of alcohol, drugs or driving with a blood- alcohol level that is over the legal limit.

9.9 We may pay value for unavailable spare parts

If any part needed to repair your vehicle is not available in the Republic of South Africa as a standard part, we will pay up to the manufacturer's list price at the time of the loss or damage. This amount includes the reasonable cost to transport the part to the Republic of South Africa. At our discretion, we may cover the transport of parts by air.

9.10 Only the policyholder can claim under this section

Only the policyholder may claim under this section of this policy. If the cover applies to someone other than the policyholder, the policyholder must claim on their behalf.

9.11 Vehicle sharing

If you accept payment in return for giving lifts to passengers as part of a vehicle sharing agreement for social or commuting purposes, we will cover your vehicle whether it is used for domestic or business purposes, subject to the following conditions:

- a) The vehicle is a Category A, B or C vehicle;
- b) The passengers are not transported in the course of a passenger-carrying business;
- c) The total payment does not amount to profit.

10. What is not covered under the Motor section

10.1 Gradual damages

We do not cover loss or damage caused by or from:

a) deterioration in value resulting from repairs (unless specifically shown in the schedule to be included);

- a) wear and tear;
- b) rust, mildew, corrosion or decay.

10.2 Mechanical, electronic or electrical breakdown

We do not cover mechanical, electronic or electrical breakdowns, failure or breakages.

10.3 Certain damages to tyres

We do not cover damage to tyres caused by:

- a) the application of brakes;
- b) distortion of the tyre;
- c) road hazards.

10.4 Taking or impounding by authorities

We do not cover loss or damage caused by any authority lawfully taking or impounding your vehicle or any part of your vehicle.

10.5 Loss or damage outside the countries

We do not cover any loss of or damage to your vehicle that takes place outside the countries where you are insured under this section, except while your vehicle is in transit by water between ports in these countries.

10.6 Licences

We do not cover loss of or damage to your vehicle if it is driven or used by you or any other person with your permission:

- a) without a vehicle licence that is valid in the country where your vehicle is driven or used;
- b) without a driver's or learner's licence that is valid in the country where the vehicle is driven or used.

10.7 Driving under the influence

We do not cover loss of or damage to your vehicle while you or any other person drives your vehicle under the influence of alcohol or drugs or when your or that person's blood-alcohol level is over the legal limit.

10.8 Compliance with Road Traffic ordinances

We do not cover loss of or damage to your vehicle while the vehicle is in a condition that does not comply with the Road Traffic ordinances of the Republic of South Africa, or similar legislation that applies to the country where your vehicle is driven.

10.9 Unauthorised software alterations or failure to update software

We do not cover damage to your vehicle or your legal liability resulting from the following:

- a) Any unauthorised changes to the software of the on-board computer systems;
- b) Your failure to update the software of the on-board computer systems.

PERSONAL LIABILITY

1. Definitions specific to the Personal liability section

phishing	means the attempt by scammers to trick you into giving out personal information, like your bank account numbers or passwords.
you	means the policyholder named in the schedule, the policyholder's spouse, as well as any family member who normally lives with the policyholder.

2. What is covered under the Personal liability section

We cover your legal liability which occurs during the period of insurance for:

- a) accidental death of another person;
- b) accidental bodily injury or illness of another person;
- c) accidental loss of or damage to property belonging to another person.

2.1 Compensation

Our payment will include the following:

- a) The amounts you are liable for;
- b) Legal costs of the other person that you are liable for;
- c) Costs that you incur to settle or defend the claim against you with our permission.

The limit of compensation at the time of the loss, damage, bodily injury, illness or death is shown in the schedule. This amount applies to any single event or series of events that are the result of a single incident.

3. What is also covered under the Personal liability section

3.1 Wrongful arrest

We cover your legal liability if you are held liable for wrongful arrest while you are a member of a neighbourhood watch or block watch group, or a similar non-profit organisation, which occurs during the period of insurance.

This cover includes cover for your liability incurred because of an assault or search connected to the wrongful arrest.

Our payment will include the following:

- a) The amounts you are liable for;
- b) Legal costs of the other person that you are liable for;
- c) Costs that you incur to settle or defend the claim against you with our permission.

This cover is limited to the amount shown in the schedule.

3.2 Contracts with security, armed response and garden services companies

Our cover for your legal liability will not be invalidated by contracts you have with security providers, armed response or garden service providers.

3.3 Bank and SIM cards

We cover your legal liability if you are held liable for loss caused by the fraudulent use of your credit card, debit card or SIM cards during the period of insurance.

This cover is limited to the amount shown in the schedule.

This cover is subject to the following conditions:

- a) You must report the loss to the bank or other relevant company as soon as reasonably possible;
- b) You must comply with the terms, conditions and exclusions for using the relevant card.

We do not cover your liability if the loss is caused by a member of your family who lives with you.

3.4 Digital payments

We cover your legal liability if you are held liable for loss caused by fraudulent, digital access to your bank account during the period of insurance.

This cover is limited to the amount shown in the schedule.

This cover is subject to the following conditions:

- a) You must report the loss to the bank or other relevant company as soon as reasonably possible;
- b) You must comply with the terms, conditions and exclusions of your bank or other relevant company;
- c) You must not have exposed your user name or password to any other person.

We do not cover your liability if the loss is caused by a member of your family who lives with you.

3.5 Phishing

We cover your legal liability if you are held liable for loss caused by a phishing scam during the period of insurance.

This cover is limited to the amount shown in the schedule.

This cover is subject to the following conditions:

- a) You must report the loss to the bank or other relevant company as soon as reasonably possible;
- b) You must comply with the terms, conditions and exclusions of your bank or other relevant company.

We do not cover your liability if the loss is caused by a member of your family who lives with you.

4. Special terms and conditions under the Personal liability section

4.1 The countries where you are insured under this section

Cover under this section is world-wide.

5. What is not covered under the Personal liability section

5.1 Claims by certain people

We do not cover your legal liability claimed by any of the following people:

- a) You;
- b) Your directors, members, trustees, beneficiaries and members of their families who normally live with them (if you are a company, close corporation or trust);
- Your employees (except your domestic employees) acting in the course of their employment with you at the time of the
 event.

5.2 Liability related to property looked after or controlled by certain people

We do not cover your legal liability related to loss of or damage to property owned by, looked after, by or under the control of any of the following people:

- a) You;
- b) Your directors, members, trustees, beneficiaries and members of their families who normally live with them (if you are a company, close corporation or trust);
- c) Any employee acting in the course of their employment with you at the time of the event.

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5.3 Liability related to your work, business and property

We do not cover your legal liability related to:

- a) Your employment, business or profession;
- b) Your ownership or occupation of land or buildings;
- c) Aircraft, vehicles or watercraft that you or your domestic employees own, look after or control (except for model aircraft, surfboards or paddle skis).

5.4 Liability arising from a contract

We do not cover your legal liability arising from a contract you entered into, unless you would have been liable if there were no contract. This exclusion does not apply to contracts entered into with security, armed response or garden services companies.

5.5 Liability related to support of property

We do not cover your legal liability related to the vibration, removal, weakening or interference with the support of any land, building or other property.

5.6 Judgements or settlements under US or Canadian law

We do not cover your legal liability related to the following:

- a) Any award or settlement made in countries that follow the laws of the USA or Canada;
- b) Any order made to enforce an award or settlement made in the USA or Canada.

5.7 Liability based on events deliberately caused

We do not cover your legal liability if you, or any person colluding with you, caused the loss, damage, death or bodily injury deliberately.

5.8 Liability relating to movable or immovable property

We do not cover your legal liability caused by the letting of hiring out of movable or immovable property for a fee.

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SWIFTCARE

1. Definitions specific to Swiftcare

accident	means the unintended collision of one motor vehicle with another vehicle, a stationary object, pothole, or person, which causes damage to your vehicle. It also means damage to your vehicle caused by fire or water.
country	means the Republic of South Africa.
emergency roadside	means any sudden, unexpected and unforeseen event that leaves your vehicle un-driveable (without it being involved in an accident) and it needs to be towed.
home emergency	means any sudden, unexpected, unforeseen and unintended event at your private home that requires the immediate services of a domestic tradesman or repairer, to ensure your safety and to limit or prevent further damage to your private home.
mechanical or electrical breakdown	means the operational failure of your vehicle in such a way that:
	 the underlying mechanical or electrical problem stops your vehicle from operating at all;
	 it hinders your vehicle's operation to a point where it is very difficult or nearly impossible to drive;
	 your vehicle becomes dangerous to drive; or
	 driving further could cause further damage to your vehicle.
we, us, our	means Swiftcare.
you, your, yourself	means the person(s) named in the schedule as the policyholder(s).

2. What is covered under Swiftcare

Please contact Swiftcare on 0860 247 365.

Your Elite product automatically includes Swiftcare.

Swiftcare is a value-added service for you as an Elite policyholder, with quality benefits that assist you on the road for your insured vehicles, at home for your insured property, or while on vacation.

2.1 Roadside assistance

a) Towing service for accidents

Old Mutual Insure pioneered a Swift Accident Management Solution, to help you if you are involved in a motor vehicle accident. Swiftcare will connect all accident-related calls to the accident management helpdesk.

b) Towing service for mechanical or electrical breakdown

If your insured vehicle suffers a mechanical or electrical breakdown, Swiftcare will send an Old Mutual Insure appointed towing vehicle to competently and efficiently tow your vehicle to an Old Mutual Insure appointed specialist workshop.

If the appointed towing vehicle is not the closest, most appropriate, quality and cost-effective towing vehicle available, Swiftcare will send an alternative preferred towing vehicle.

Swiftcare will arrange and pay for the Old Mutual Insure vehicle to be towed to the closest, most appropriate repair centre or dealer.

c) Minor roadside problems

We will assist you if you have minor roadside problems. This includes:

- flat tyres:
- flat batteries:
- your keys locked in your vehicle;
- if you run out of fuel (you will have to pay for the fuel).

This service is limited to the call-out fee and first hour's labour, as well as to three incidents per year. You will have to pay for any additional costs.

2.2 Home assistance

We give 24-hour unlimited assistance if you have a household emergency. This includes locksmiths, electricians, plumbers, glaziers or any other domestic emergency.

We also give assistance services for non-emergency call-outs. This service is limited to three incidents per year.

The Home assistance service is limited to the call-out fee and first hour's labour. You will have to pay for any additional costs.

3. What is also covered under Swiftcare

3.1 Extra services under Roadside assistance

a) Chauffeur services

We will assist you with a chauffeur to drive your vehicle back to your private home after a night out.

We can also arrange for you to be dropped off at any destination you give us and collect you again at a time you have arranged with us.

This service is limited to a 100 kilometre radius from your private home and to twelve incidents per year.

We have contracted with service providers across the country. We may however not have contracted service providers in small or remote areas. Although we will always do our best to give you the assistance you need, we may not always be able to give you the speed of service you expect, if you need assistance in a small or remote area.

b) Accommodation and transport

If your vehicle suffers a mechanical or electrical breakdown or you have a minor roadside problem more than 100 kilometres from your private home, we will arrange the following:

- Hotel accommodation (We give telephonic assistance to arrange hotel accommodation and travel arrangements. You will have to pay for the accommodation and travel.)
- Car rental or a taxi (We give telephonic assistance to arrange car rental or a taxi. You will have to pay for the car hire or taxi.)

c) Storage

If your vehicle needs safe storage after a mechanical or electrical breakdown or a minor roadside problem, we will handle all the arrangements. You will have to pay for the safe storage.

d) Vehicle return

If your vehicle suffers a mechanical or electrical breakdown or you have a minor roadside problem, we will you're your vehicle back to your private home or another agreed destination. We will handle all the arrangements, but you will have to pay for the service.

e) Communication of urgent messages

We will pass on any messages to your family members or employer on your behalf if your vehicle is involved in an accident or if it suffers a mechanical or electrical breakdown.

f) Secure services

We will send a security guard to your location after your vehicle broke down or you had a minor roadside problem. The

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security guard will stay with you until help arrives.

3.2 Extra services under Home assistance

a) Service suppliers

We will put you in touch with reliable service suppliers, like plumbers, electricians, glaziers, locksmiths or repairers of domestic appliances.

b) Secure services

We will send a security guard from a private security company if you have an emergency situation at your private home. The security guard will stay with you until the matter has been addressed and your private home is safe again.

This service is limited to 24 hours. You will have to pay for any additional hours.

c) Emergency notifications

We will notify the police, ambulance, fire and rescue services or any other emergency services telephonically if you have an emergency at home.

3.3 We make sure you are satisfied

If you made use of our Roadside assistance or Home assistance services, we will follow up with you until you confirm that the matter has been resolved to your satisfaction.

3.4 We look after your claim

If your emergency is covered under any of the other sections of this policy, we will arrange for your claim and assist with all necessary claims documentation.

4. Special terms and conditions under Swiftcare

4.1 What to do in the event of a claim

The benefits given under this section are service-related benefits. You must therefore contact us on our dedicated share call number to access your Swiftcare benefits.

Please contact Swiftcare on 0860 24 7 365.

4.2 We try our best

We have contracted with service providers across the country. We may however not have contracted service providers in small or remote areas. Although we will always do our best to give you the assistance you need, we may not always be able to give you the speed of service you expect, if you need assistance in a small or remote area.

Service providers are independent contractors. Although we make every effort to monitor and assess the service providers, the responsibility of loss, damage or defective workmanship stays with the service provider.

4.3 Your vehicle must be insured with us

We will only give you roadside assistance to your legally licensed vehicle which is insured under this policy.

4.4 You must stay with your vehicle

You must be with your vehicle at the time of service and assistance.

4.5 Vehicles under warranty

If your vehicle is still under warranty, we have the right to transfer the service to the warranty provider. If we gave assistance for a vehicle under warranty, you must sign an indemnity to clear us from any warranty dispute.

4.6 Your private home must be insured with us

We only give you home assistance if your private home is insured under this policy.

4.7 We can determine if your home assistance is an emergency

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We have the right to first find out if the assistance you requested is an emergency. If we decide that the assistance can be done during office hours and is not an emergency, we will let you know.

5. What is not covered under Swiftcare

5.1 Unattended vehicles and existing damage

We will not be responsible for any damage to or loss from unattended vehicles or any existing damage to your vehicle.

5.2 Off-site costs

We will not be responsible for any off-site repair or costs.

5.3 Appliances

We will not be responsible for removing or delivering any appliance from your private home.

5.4 Home assistance

We will not be responsible for assistance relating to:

- a) septic tanks;
- b) remote controls or access controls;
- c) main electrical or water supply to your private home;
- d) normal wear and tear;
- e) any appliances still under manufacturer's guarantee;
- f) installation of any appliances;
- g) any electrical appliance older than eight years;
- h) replacement of light bulbs;
- i) adjustment of thermostats;
- j) buying any parts.

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ANNEXURE 4

COUPON POLICY FOR SPECIAL RISKS INSURANCE

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

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

NOTE:

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

PROVIDED that:

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



For this purpose ONE INSURED shall mean:

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

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

PROVIDED FURTHER that this insurance does not cover:

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

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

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

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

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

CLAIMS NOTIFICATION

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

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



CONTRACTUAL VALUE

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

CONDITIONS

Misrepresentation, misdescription and non-disclosure

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

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

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

Transfer

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

Arbitration

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

Company's rights after an event

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



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

SPECIAL CONDITIONS

- 1. It is a condition precedent to any liability that at the time of the happening of any occurrence given rise to a loss in terms of this Coupon Policy there shall be in force the Underlying Policy covering the interest of the Insured in all the property insured by this Coupon Policy against loss or damage by fire.
- 2. All the terms, conditions, exclusions, exceptions and warranties applicable to the Underlying Policy, other than:
 - (a) Exception A(i), A(iii)(b), A(iv), A(v), A(vi) and A(vii) to the extent that A(vii) refers to A(i), A(iii)(b), A(iv), A(v) and A(vi);

And

- (b) The Burden of Proof Clause set out in Exception A to the extent that such Clause refers to the Exceptions listed in (a) above:
- (c) Any excess, deductible or similar payment to be met by the Insured in terms of the Underlying Policy;
- (d) The Sasria Coupon incorporates the Terms, Conditions, Exceptions, Exclusions and Warranties of the underlying Policy to which it attaches. It does not automatically incorporate the Extensions. In order to cater for the Extensions, the Sasria Sum Insured must be increased by the value of the Extension and a premium charged for the said Extension. In this instance a schedule showing a breakdown of all additional covers included (together with the sum insured) must be attached to the coupon,
- (e) Where required by the Insurer, the Insured shall at the commencement of such insurance and when required provide the Insurer with a written estimate of the cost at such date of reinstatement of the Property Insured to which this section applies made and certified by a Valuator acceptable to the Insurer.



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

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

shall be deemed to be incorporated in this Coupon Policy and shall as a condition precedent to any liability hereunder relate to and be complied with by the Insured accordingly.

Memorandum

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

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



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POLICY FOR MOTOR INSURANCE

DEFINITIONS

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

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

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

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

- 1.3 The term "total loss" shall mean the total loss, destruction or damage of the vehicle or where the damage exceeds at least 70% of the retail value of the vehicle;
- 1.4 The insured shall mean the person, people or juristic entity in whose name the policy is Issued.

2.0. PREAMBLE

SECTION A

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



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

Wherever the word **"property"** is used it must be taken to mean any motor car or vehicle, trailer, a tool, utensil, or other piece of equipment that is used for a particular purpose or machine of any description for specific operational purpose with or without means of self-propulsion capable of being driven or towed on any road and any accessories or spare parts whilst on the road.

INSURANCE

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

Subject to the terms, exceptions and conditions of this Policy, Sasria will indemnify the Insured against loss of or damage to the property described in the Schedule directly related to or caused by:

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

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

Sasria may at its option repair or replace such property or any part thereof or may pay in cash the amount of the loss or damage not exceeding the reasonable retail value of the property insured in the schedule of this Policy subject always to Condition 8 of this Policy (which relates to Average). If the property insured is the subject of a hire purchase or similar agreement and the seller or lessor (hereafter referred to as the "Owner") is interested in any money which would be payable to the Insured under this Policy in respect of loss of or damage to the property insured (which loss or damage



is not made good by repair or replacement) such money will, if requested in writing, be paid to the owner and/or to the Insured to the extent of their respective interests as long as they are interested in the said property, and their receipt will be a full discharge of Sasria in respect of such loss or damage. Save as expressly provided nothing in this Policy will modify or affect the rights and legal responsibilities by the Insured or Sasria under or in connection with this Policy or any condition or term of it.

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

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

3.0. Memoranda

3.1. Replacement Value Condition

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

- 3.2. If, to Sasria's knowledge, the vehicle is the subject of a suspensive sale or similar agreement and the vehicle is written off, stolen or hijacked and the insured is permanently deprived of the use of the vehicle, payment in settlement of the claim shall be made to the titleholder whose receipt shall be a full and final discharge to Sasria in respect of such loss or damage.
- 3.3 If any part, accessory or fitment needing to be repaired or replaced, following insured damage to the vehicle/s described in the schedule, being unobtainable in the republic of South Africa, Sasria's liability shall be limited to payment of a sum equal to the value of a Standard ready manufactured part, accessory or fitment at the date of loss or damage, but not exceeding the maker's latest list price.
- 3.4 Sasria will only pay up to 10% of the insured value of the vehicle in respect of accessories fitted in or on the vehicle: if the value exceed 10% of the insured value of the vehicle then the

accessories must be specified on the schedule and be insured under the Plant category, for them to be covered for Sasria purposes.

EXCEPTIONS



This Policy does not cover:

- 1. Consequential Loss from any cause whatsoever, depreciation of any nature which will also mean decrease in value of the insured property however it arises, consequent upon it having sustained damage insured against and continuing after the repair of such damage, wear and tear and mechanical or electrical breakdown, failure or breakage.
- 2. Loss or damage occasioned by permanent or temporary dispossession of the insured property resulting from confiscation, commandeering or requisitioning by any lawful authority.
- 3. Loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of any War Damage Insurance and Compensation legislation.
- 4. Any loss or damage related to or caused by:
 - i. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not) or civil war;
 - ii. mutiny, military rising, military or An invasion from abroad, or an internal rebellion, where armies are drawn up against each other, when the laws are silent, and when the firing of towns becomes unavoidable., martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
 - iii. the act of any lawful authority in controlling, preventing, suppressing, or in any other way dealing with any occurrence referred to in clause (i) or (ii) above.
- 5. Any claims arising out of any legal responsibility assumed by the Insured by agreement, unless or if such legal responsibility would have attached to the Insured in the absence of such agreement.
- 6. Any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising from it or consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception only combustion will include any self-sustaining process of nuclear fission.

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

7. NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION

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

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for



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

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

CONDITIONS

1. Claims Procedure

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

2. Subrogation

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

3. Contribution

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

4. Precautions

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

5. Transfer

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

6. Arbitration

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

7. Limitation



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

8. Average

If the property insured is, at the commencement of any destruction or damage to such property, of greater value than the total value on risk appearing in the Schedule to this Policy in the case of the Motor Dealer or Fleet Owner then the Insured will be considered as being his/her own insurer for the difference and will bear a ratable share of the loss accordingly.

9. Total Loss of Property

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

10. Premium

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

11. Validity

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

12. Alteration of Use of Property Insured

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

13. Territorial Limitation

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

14. Cancellation

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

15. Fraud

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

16. Misrepresentation



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

17. Reporting Claims to Authorities

All things that happen or takes place especially things of importance which may give rise to a claim in terms of this policy must be reported to the South African Police as soon as reasonably possible.

18 Declarations

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

19 Listing of Vehicles

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

20 Uninsured Third Party vehicles

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

SPECIFIC CONDITION

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