



MUA

*Insuring the Individual.*

*Everything  
you need  
to know*

**MUA EXECUTIVE POLICY**



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# MUA EXECUTIVE POLICY

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## 1. Type of agreement

This is a Personal Lines Agreement of Insurance which consists of your schedule of insurance (the schedule) and the policy wording, which will collectively be referred to as 'the policy'.

The policy records the terms and conditions of the agreement between the insurer, **Compass Insurance Company Ltd (Compass)**, represented by **MUA Insurance Acceptances (Pty) Ltd (MUA)**, and the policyholder whose name appears in the schedule. The policyholder is represented by the broker whose name appears in the schedule.

## 2. The roles of the insurer, underwriting manager and the broker

### *The insurer*

Compass undertakes to cover you for the events stated in your schedule as more fully described in the different sections (e.g. Buildings, Contents, Motor) of the policy. Only events which occur during the insured periods are covered provided that you have paid the premium. The amount of your cover is, however, restricted to the sum for which you or your property is insured as recorded in your schedule.

### *The underwriting manager*

MUA is the agent and representative of Compass appointed to communicate and deal with policyholders and will act as the contact point for the submission of your claims, or for any changes to policy details, confirmation of policy or claim information and in other related matters.

### *The broker*

The person acting on your behalf to administer and maintain the policy, communicate and be the contact point between MUA and you for the submission of your claims, or for any changes to policy details, confirmation of policy or claim information and in other related matters.

## 3. What the policy consists of and how to read it

- Your insurance agreement consists of your schedule and the policy document.
- You must read the two documents together.
- Your policy is not valid unless it has a signed schedule.

## 4. Conditions of cover

The insurer will cover you for events that take place during the time that you are insured, subject to any

restrictions listed in the insurance agreement, in accordance with what is stated in your policy on condition that

- you meet all the terms, conditions and requirements of insurance as listed in the insurance agreement
- you or your broker has paid your premium to the insurer
- you pay any excess amount stated in your schedule.

## 5. Claims that involve two or more people

- If two or more people can claim under your policy, the insurer will cover each person separately to the value of his/her interest in the property concerned.
- Any legal liability that arises towards two or more people covered under your policy will be treated as though each person has a separate policy, except that the total combined cover to the parties will not exceed the amount for which you are insured as stated in your schedule.

## 6. Information sharing

It is necessary for insurance companies to share information in order to underwrite (assess and price the risks) policies fairly and lower the number of fraudulent claims

In view of the above, you and any person you may represent are obliged to:

- Accept that it is in the public interest for insurers to share insurance information (including credit information).
- Waive your rights to keep private your policy, claims or credit information.
- Accept that any information provided to the insurer may be stored in a shared database and used by other insurance companies as explained above. This includes information regarding the renewal or continuation of your policy or any claim that you may submit.
- Consent to such information being given to any other insurance company and/or reinsurance company or its agent.
- Accept that this information may be checked against other legal sources or databases.

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# GENERAL DEFINITIONS

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Below is a list of definitions of the most common terms you may come across in this policy. The meanings given here are those that apply to your policy.

- 1. Asbestos:** Asbestos, asbestos fibres, any product derived from asbestos and any product containing asbestos, asbestos fibres or any product derived from asbestos.
- 2. Average:** When you claim for loss of or damage to a building or its contents, and the reasonable cost of repairing or replacing the building or the contents (including any demolition costs and professional fees for architectural or other necessary professional services) amounts to more than the insured amount as stated in your schedule, you will share in the loss in proportion to the amount by which your property is underinsured and you will be responsible for the uninsured portion of the loss. This average applies to each item under each section separately. For example, if the reasonable cost of replacing your property is 20% more than the insured amount, you will be responsible for that 20% of each and every claim yourself.
- 3. Average waiver benefit:** This is an optional benefit offered by the insurer under the policy. You pay extra for it and it replaces the standard or usual condition relating to Average as defined above. If you choose this option, the insurer will appoint a valuator to value your property and/or its contents, and the value determined by such valuator will be accepted as the insured amount as stated in your schedule.
- 4. Bodily injury:** Physical harm or death that is accidental, sudden and caused by visible and external means. This includes inhaling gasses.
- 5. Business:** Any professional activity that you undertake for payment at the address stated in your schedule.
- 6. Business use:** Use in the type of profession or occupation (work) stated on your insurance proposal and for which you earn a salary, a wage, other income or remuneration. If the use of the vehicle is stated in your schedule as 'business' (work), the vehicle may be used for social and domestic purposes, for journeys between your home and permanent place of business (work), and for use in your business or any other destination you may travel to for any purpose including business.
- 7. Car:** A motor vehicle or light delivery vehicle (including station wagons, minibuses, motorised caravans and the like) or similar vehicle which is meant for private use, is designed to seat 10 persons or fewer (including the driver) and does not weigh more than 3 500 kilograms.
- 8. Caravan:** A vehicle which is not self-propelled (does not move under/is not driven by its own power) and which is designed to be towed by a self-propelled vehicle.
- 9. Classic car:** A vehicle that is a classic, collectable, vintage or veteran type of vehicle.
- 10. Commercial travelling:** Extensive travelling connected with your business or work, including travelling to sell the products and/or services connected with your business or work.
- 11. Claim preparation costs:** Reasonable costs that you incur in obtaining and officially confirming any particulars or details the insurer may require in terms of General Condition 2 or to prove the amount of any claim.
- 12. Domestic employee:** Domestic staff, au pairs, nannies, gardeners or labourers (full time or casual) that you employ and who carry out domestic duties at the address stated in your schedule.
- 13. Endorsement:** A change to the standard terms of the policy which is noted in writing as an amendment to your schedule.
- 14. Event:** An occurrence or series of occurrences that results from a single cause, and for which the insurer will cover you under this policy.
- 15. Insured vehicle:** The vehicle described in your schedule including any permanently fitted accessories or spare parts in or on the vehicle.
- 16. Licence:** A valid driver's licence that complies with the laws of the specific country in which the vehicle is being used at the time of any loss or damage. A person who is learning to drive must comply with the laws for learner drivers.
- 17. Light delivery vehicle:** A delivery vehicle (including a panel van or double cab vehicle) that does not weigh more than 3 500 kilograms.
- 18. Motorcycle:** A motorcycle, motor scooter (with or without a sidecar), scrambler, quadbike or a golf cart.
- 19. Private use:** If the vehicle is described in your schedule as 'private', it may be used for social and domestic purposes only.
- 20. Private and commuting use:** If the use of the vehicle is stated in your schedule as 'private and commuting' (travelling to work and back), the vehicle may be used for social and domestic purposes, for journeys between your home and permanent place of business or any other destination you may travel for any purpose other than business.
- 21. Retail value:** The reasonable retail value of the insured vehicle which will be determined by consulting the Auto Dealers' Guide prepared by TransUnion Auto Information Services and other vehicle sales price information publications for the month in which the loss or damage occurred

# GENERAL DEFINITIONS

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## 22. Excess:

- a. Basic excess: The first amount of any claim for which you are not insured. The insurer will not be legally responsible to pay this amount to you when they settle your claim.
- b. Voluntary excess: This is an additional amount by which you chose to increase your excess, in addition to your basic excess. In return for paying a voluntary excess you pay a lower premium as stated in your schedule. The insurer will not be legally responsible to pay this amount or the basic excess to you when they settle your claim and you are effectively not insured for the amount of the basic or the voluntary excess.

**23. Loss or damage:** Physical damage to your property which happens by accident, and is sudden and unexpected, and does not include wear or tear or reduction in value due to the passing of time.

**24. Period of insurance:** The time period for which this insurance is in force or operational as stated in your schedule during which time you must meet all the requirements stated in your policy.

**25. Policyholder:** The policyholder is

- a. any individual whose name appears in your schedule, his/her cohabiting partner or spouse, and directly related family members who live permanently with the policyholder at the insured address  
or
- b. the company, close corporation or trust whose name appears in your schedule, and the directors, members or trustees of the company, close corporation or trust.

In this policy, the policyholder is addressed as 'you', 'your' or 'yourself'.

**26. Personal belongings:** Property that you own, and which you normally wear or carry for your own use or for which you are legally responsible, including equipment for sports, hobbies and all household goods temporarily removed from the insured address.

**27. Schedule:** The part of the policy that lists the detail of the cover offered under the policy, including your current details, the period of insurance, a description of the insured property, any optional benefits that may apply, the amounts for which you and your property are insured, your excesses (see definition), and any endorsements (see definition) which have the effect of changing the standard policy wording.

**28. Specified vehicle accessories:** Items which, although fitted to the insured vehicle, are covered only under this policy if stated in your schedule and for which you pay an additional premium.

**29. Sum insured:** The limit of cover the insurer offers you or the value of insurance as stated in your schedule to which you and the insurer have mutually agreed.

**30. Terrorism:** An act or acts undertaken for political, religious or similar purposes in which a person or group of people with a similar set of beliefs, acting either on their own or on behalf of or in connection with an organisation(s) or government(s), use force or violence and/or threaten to use force or violence to influence a government and/or to frighten the public or a section of the public.

**31. Trailer:** A vehicle (other than a caravan) which is not self-propelled (does not move under/is not driven by its own power) and which is made to be towed by a self-propelled vehicle.

**32. Vehicle sharing:** Carrying passengers for social reasons (including giving lifts to learners) and travelling to and from work in vehicles that are not registered or licensed to carry passengers for profit. Although refunds may be received for expense on fuel and maintenance of the vehicle, this must not be for the purpose of making a profit.

**33. Vehicle:** Any car, light delivery vehicle, trailer, caravan or motorcycle described in your schedule, including the standard tools, accessories (items to make the vehicle more useful and/or attractive or which enhance the performance of the vehicle) and spare parts in it or on it, as well as extra accessories and parts of the vehicle while these are fitted to it.

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# GENERAL CONDITIONS OF THIS POLICY

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The general conditions below apply to all sections of the policy. You must comply strictly with these conditions. If you do not, the insurer may refuse to cover your claim and/or reclaim any benefit already paid to you and will be entitled to cancel your policy.

## 1. Claims the insurer will not cover

The insurer will not cover you for any loss, damage or injury that you or any person acting on your behalf causes deliberately or that results from any involvement in unlawful activities or for any claim which is in any respect fraudulent (dishonest). You will lose all benefits in respect of this policy.

## 2. Procedure to follow when you make a claim

If you suffer any loss, damage or injury for which you would like to claim, you must follow the procedure below:

- a. Notify the insurer of the potential claim as soon as you become aware of the event or loss.
- b. Provide details of any other insurance that may also cover the event or loss.
- c. Report any claim involving any of the following to the police as soon as possible after the event or loss
  - bodily injury, theft or any other criminal act
  - a motor accident
  - loss of property.
- d. Take all practical steps to identify and determine the whereabouts of the guilty party and to recover the stolen or lost property.
- e. Submit the full details of your claim to the insurer in writing within a maximum of 30 days after the event or loss.
- f. Do not respond to any letter, claim or other legal process instituted against you in connection with any insured event. You must submit these documents to the insurer as soon as you receive them. Failure to do so will result in the insurer rejecting your claim.
- g. Give the insurer any proof, information and sworn declarations which they may require or which is necessary to assess your claim.
- h. Give the insurer proof of ownership and of the value of any item(s) for which you are claiming.
- i. Give the insurer proof that the driver of a vehicle was in possession of a valid driver's licence at the time of the event. The form of proof must comply with provisions of the Road Traffic Act or any act that replaces it.

## 3. Helping the insurer identify found or recovered property

If the insurer has settled your claim and your property is later found or recovered, you must assist the insurer to identify the property. The insurer will pay the reasonable costs that you may incur in order to assist in identifying the property.

## 4. Time limit on claims and rejected claims

No claim will be paid more than **24 months** after an event unless the insurer agrees to extend this period, or if the claim forms part of pending legal action or if the claim is in respect of your legal liability to a third party.

If the insurer rejects your claim, you have **90 days** in which to submit a written objection or make further requests to the insurer.

If you do not act within the 90 days, you have a further **180 days** in which to institute legal action against the insurer.

## 5. The insurer will control all proceedings

The insurer has sole discretion in deciding on how or whether to proceed with the institution of defence of any legal action for the recovery of your property or settlement of your claim and no action may be taken without the insurer's prior consent in writing.

Neither you nor your representative may admit to any blame or take liability or make any offer, promise or payment in relation to any aspect of any event which may result in a claim under this policy.

## 6. Overlapping or duplicated cover

If an event occurs and there is overlapping or duplicated cover under different sections of your policy for the same loss, damage or liability, you must decide under which section you will submit the claim. You may not submit separate claims under different sections of the policy for the same event.

## 7. Notify the insurer of other insurance

If an event occurs for which you have any other existing insurance which provides cover for the same loss, damage or legal liability, then, you must give the insurer full details of that other insurance at the time of submission of your claim. The insurer will not pay or contribute more than their proportion of the legal liability in respect of the claim.

## 8. Conditions for meeting claims: terms met and statements true and complete

Your claim will only be paid if all information, statements and answers provided by you, including information given in your proposal and claim forms are true and complete.

## 9. Actions the insurer may take

If an event occurs, the insurer or their appointed representative may do the following without incurring any legal liability or in any way lessening or waiving any of their rights:

- a. Take, enter or keep possession of any damaged item, its parts or accessories, and deal with these

# GENERAL CONDITIONS OF THIS POLICY

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in a reasonable manner. (This condition does not give you the right to abandon any property to the insurer whether it is already in the insurer's possession or not.)

- b. Take over or conduct legal action in your name in connection with any recovery of or contribution to a claim.
- c. Take over and manage in your name the defence and settlement of any claim.
- d. Meet their obligations at any time under the Personal Liability section of the policy, by paying to you, or a third party claimant, the amount for which you are insured or any lesser amount for which the claim may be settled including the legal fees and any other expenses that the insurer agreed upon and that were incurred before the date of payment.

## 10. Full payment of compensation and no further action

When an event happens, the insurer may pay you the full amount for which you are insured under that section, and then not take any further action (e.g. not undertake any defence settlement or proceedings). The insurer will not be responsible for any damage you may claim to suffer as a result of any action or failure of the insurer to act, nor will the insurer be responsible for any costs or expenses that you or any claimant or other person may incur after the insurer has decided not to take any further action.

## 11. Inform the insurer of changed information

You must inform the insurer immediately of any changes to any of the information you have given them including the information contained in your proposal form to allow them to underwrite the risk based on current information and to ensure that the cover and premiums are amended from the date of change. The insurer may refuse to cover you under any section of your policy if

- you fail to advise them immediately of changes to any relevant information, or
- you have not described the conditions accurately, or
- have misrepresented them, or
- left out relevant information.

If you misrepresent any information, or fail to describe information adequately or to give the insurer any information that affects the conditions of the insurance, your policy will become invalid and you will lose any cover you will have otherwise enjoyed under any section of the policy.

## 12. Your obligations regarding your property and yourself

You must take all reasonable steps to

- a. prevent accidents, bodily injury, loss or damage
- b. keep the insured property safe, and ensure that every item is taken care of and looked after in accordance with its value
- c. maintain the insured property in good condition and repair.

## 13. Passing on of assets/policies/interests

No party other than you will have any rights under this policy unless the insurer has stated this in your schedule. If you pass on your interest under this policy to another party, other than through death or through the normal operation of law, the cover under this policy will cease and the insurer will not be liable for any claim which arises after you passed on such interest, unless and until the insurer has confirmed continuation of the insurance cover by endorsement in your schedule. Only you have the right to make a claim under this policy. Even where the insurer has extended cover under the policy to any other party, all claims must be submitted by you and payment to you shall constitute full settlement of any legal liability that the insurer has in respect of the claim.

## 14. All payments will be in South African Rands

You must pay all your premiums in South African Rands and claims will be paid out in South African Rands.

## 15. Insured amount must be shown

You will not be insured for an event, if the space allocated for the amount of insurance or cover in your schedule is

- a. left blank or no monetary amount is given for it
- b. shown as 'nil', 'no', 'not applicable', 'not covered' or 'no indemnity extended'.

## 16. Cancelling a policy

The insurer may cancel your policy at any time by giving you **30 days** notice (or an extended period you and the insurer agree upon) by sending a **written notice** either to your insurance broker or to you at your last known address.

You may cancel your policy at any time by giving **written notice** to the insurer. If you cancel an annual policy, the insurer will charge you a premium at their short-period rates for the time that your policy was in force and will repay the balance of your annual premium to you.

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# GENERAL CONDITIONS OF THIS POLICY

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## 17. No refund of premium

If you suffer a complete loss you will not be entitled to a refund of the premium for that item for the remaining period of insurance.

## 18. Due dates of premiums

The premium for your policy is due on or before the starting date or any renewal date of your policy as stated in your schedule. The due date for payment is as follows:

- **Monthly premiums:** The first working day of every calendar month
- **Annual premiums:** The first working day of the month in which the policy started

## 19. Premiums not paid

If your premium is not received on the due date:

- a. You are allowed **15 days** of grace in which to pay the premium, except that no such grace period will apply for the first premium payable at the inception of a policy where the premium is payable monthly. However, if you wish to cancel your policy, you must still give the insurer formal notice in writing.
- b. If you do not pay your premium by the time the 15-day grace period has passed, the policy is deemed to have terminated automatically at midnight on the last day of the last month in respect of which a premium was received.
- c. The insurer will debit the premium to your bank account again in the same month.

## 20. Period of cover

If you pay your premium annually, cover continues to the anniversary date of your policy plus any period for which you renew your policy.

If you pay your premium monthly, the period of cover continues for each calendar month for which you have paid the premium.

## 21. Revision of insurance agreement with monthly premiums

The conditions of cover of policies with monthly premiums will be revised annually at the anniversary date of the policy.

## 22. Conditions of insurance

The insurance offered in any section of your policy is subject to the conditions listed in

- a. the provisions of such section
- b. the general conditions in this policy
- c. the general exclusions of this policy
- d. any specific provisions, conditions and exclusions that appear in the policy or in your schedule.

## 23. Terms of the policy

The insurer has used headings in this policy document and schedule solely to make the document easier to read, and not to influence your interpretation or understanding of your policy. You must read your schedule and any changes to it and the policy together, and any specific meaning that the insurer has given to a specific word or expression in any part of your policy is the meaning the insurer intends it to have.

No waiver of any of the terms, conditions, exclusions or endorsements to this policy will be valid, unless these are in writing and signed by an authorised officer of the insurer.

This policy falls under the jurisdiction of the courts of the Republic of South Africa. It does not include any awards, including costs and expenses of legal processes that a court may allow anyone who claims against you if these do not come from a court in the Republic of South Africa.

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# GENERAL EXCLUSIONS OF THIS POLICY

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The insurer will **not** cover the following:

1. Any loss or damage, injury, liability or claim that arises from any legal liability you may have as the result of having entered into a contract or agreement, unless the legal liability would in any event have arisen without you entering into the contract or agreement
  2. Any loss or damage, injury, liability or claim that arises from any dishonest act, theft by false pretences or fraudulent act or representation of a third party
  3. Any loss, damage, cost or expense that arises directly or indirectly from customs officials, policing services, crime prevention units or other officials or authorities detaining you, or confiscating, making you forfeit, impounding, demanding, detaining or legally seizing your property
  4. Any consequential or indirect loss or damage which results directly or indirectly from any cause whatsoever, unless your policy specifically provides for such an event
  5. Loss, damage, injury and/or liability connected to or caused by
    - a. civil unrest, labour unrest, riot, strike, lockout or public disorder or any act or activity which aims to bring about any of the above
    - b. war, invasion, act of a foreign enemy, hostilities or warlike operations (whether war is declared or not) or civil war
    - c.
      - i. mutiny, military uprising, military or usurped power, martial law or state of siege, or any other event or cause which causes the authorities to proclaim or maintain martial law or a state of siege
      - ii. insurrection, rebellion or revolution
    - d. any act (whether on behalf of any organisation, body or person, or group of persons) that aims to overthrow or influence
      - any state or government
      - any provincial, local or tribal authoritywith force, or by means of fear, terrorism or violence
    - e. any act which aims to bring about loss or damage to
      - promote any political cause
      - bring about any social or economic change or in protest against
      - any state or government
      - any provincial, local or tribal authorityor to arouse fear in the public or any section of the public
  - f. any attempt to perform any act listed in the clauses above, a-e
  - g. the act of any lawful authority to control, prevent, suppress or in any other way deal with any event listed in the clauses above, a-f
  - h. any act directly or indirectly resulting from or connected with any act, attempted act or threatened act of terrorism, even if
    - there are any other causes or events that may at the same time or at another time contribute to the loss
    - this insurance or any alterations or changes to it provides for these causes and events
  - i. any other act which is directly or indirectly caused by, results from or is in any way linked to any action authorities may take to control, prevent, or suppress any act of terrorism
- If an event occurs and the insurer maintains that according to subsection a, b, c, d, e, f, g, h or i of this clause 5, your policy does not cover loss, damage, injury and/or liability, then you must prove that it does. If you show that any portion of clause 5 is invalid or unenforceable, the rest of the clauses will remain in force.
6. Any legal liability, loss or damage caused directly or indirectly by, through or as a result of any event for which there is a fund in terms of the War Damage Insurance and Compensation Act 1976 (No. 85 of 1976), or any similar act or law that operates in any country where this policy applies
  7. Any legal liability, loss, damage, cost or expense or any loss that results directly or indirectly from, is caused by, contributed to by or arises from
    - a. ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel
    - b. nuclear material, nuclear fission or fusion, nuclear radiation
    - c. nuclear explosives or any nuclear weapon
    - d. nuclear waste in whatever formeven if there is any other cause or event that contributes at the same time or at any other time to the loss
- For the purpose of this section only, combustion will include any self-sustaining process of nuclear fission.
8. Any legal liability that arises directly or indirectly from
    - a. being exposed to or inhaling asbestos
    - b. fear of the results of being exposed to or inhaling asbestos
    - c. the cost of cleaning up or removing asbestos

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## GENERAL EXCLUSIONS OF THIS POLICY

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- d. damage to property arising from any use of asbestos, or
  - e. in any other way attributable to the harmful nature of asbestos
9. Any legal liability, loss, damage or destruction that results directly or indirectly from any mining operation
10. Any loss or destruction of or damage to any property (including a computer) or any loss or expense resulting or arising from
- a. any legal liability of any nature
  - b. any consequential loss directly or indirectly caused or contributed to by, or consisting of or arising from the incapacity or failure of any computer, correctly or at all
    - to treat any date as the correct date or true calendar date
    - to recognise, manipulate, interpret, process, store, receive or respond to any data or information correctly or appropriately
    - to carry out any command or instruction in regard to or in connection with any such date; or
    - to capture, save, retain or process any information or code as a result of the operation of any command which has been programmed into any computer, and the incorrect functioning of that command causes the loss of data or failure to capture, save, retain or correctly process that data; or
- to capture, save, retain or process any information or code owing to
    - program errors
    - incorrect entry
    - the inadvertent cancellation or corruption of data and/or programs; or
  - to capture, save, retain or process any data as a result of the action of any computer virus, other corrupting, harmful or otherwise unauthorised code or instruction or any other destructive or disruptive code, media or program or interference.
- A computer includes
- any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment, or
  - any computer software, tools, operating system, or
  - any computer hardware or peripherals and
  - the information or data electronically or otherwise stored in or on any of the above, whether it is your property or not.

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## RIOT AND STRIKE EXTENSION OF THIS POLICY

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This extension excludes cover which may be provided by the South African Special Risks Insurance Association (SASRIA Limited) or the Namibian Special Risks Insurance Association.

This extension operates despite anything to the contrary contained in the general exclusions.

1. This policy is extended to cover loss of or damage to property or injury to your body directly caused by or as a result of
  - a. civil commotion, labour unrest, riot, strike or lockout
  - b. the act of any lawful authority to control, prevent, suppress or in any other way deal with any event listed in 1.a. above.
2. This extension does not cover loss of or damage to property or injury to your body that
  - a. occurs either within the Republic of South Africa or Namibia, or beyond any national boundaries specified in the policy
  - b. results from you totally or partly stopping work, or slowing or ending any process or operation
  - c. is caused by any lawful authority permanently or temporarily confiscating, commandeering or requisitioning your property
  - d. is related to or caused by any event referred to in General Exclusion 5.a., 5.b., 5.c., 5.d., 5.e. or 5.f. or the act of any lawful authority to control, prevent, suppress or in any other way deal with any such event.

If an event occurs and the insurer maintains that, according to subsection 2.a., 2.b., 2.c. and/or 2.d., this extension does not cover loss of or damage to your property or injury to your body, then you must prove that it does.

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## SASRIA COVER

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You have automatic SASRIA cover for unrest, riot, strike or public disorder in respect of those sections for which it is available. SASRIA cover is provided according to the terms of the SASRIA coupon. You may request a copy of the SASRIA coupon. The SASRIA Limited Policy is enclosed with your insurance policy.

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# Section 1 : Buildings

## SPECIFIC DEFINITIONS FOR THIS SECTION

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1. **Buildings:** Permanent structures that you primarily use for or associate with your domestic life which you either own or are legally liable for. Buildings include
  - a. private dwellings, garages, guest cottages, domestic employees' quarters, studios, stables, change rooms, garden sheds, greenhouses
  - b. your or your tenants' permanent fixtures, fittings and improvements
  - c. fitted furniture, fitted appliances and climate control systems
  - d. permanently installed swimming pools, hot tubs, spas, saunas, ornamental ponds and fountains, permanently installed garden watering systems, garden lights and lighting systems
  - e. walls, retaining walls, fences, gates, driveways, footpaths, steps, terraces, patios, all-weather tennis courts and floodlights
  - f. underground service pipes, cables, sewers, drains, tanks, inspection hatches and covers, domestic boreholes, pumps, motors and fixed generators
  - g. fixed radio and television antennae, satellite dishes, their fittings and masts,but specifically **exclude**
  - i. earthen walls, earthen and gravel driveways and earthen structures
  - ii. dam walls
  - iii. piers, jetties, bridges and culverts.
2. **Fixed equipment:** Fixed filters, pumps, motors for gates and doors, fire and burglar alarm systems, electric fence energisers, hoists, lifts, escalators, generators, air-conditioning plants.
3. **Pests:** Rats, mice, wasps' nests, hornets' nests and bees and other animal infestations.
4. **Subsidence, landslip or ground heave**
  - a. **Subsidence** is the downward movement of a structure when the soil on which it was built can no longer support it.

Examples are underground mining (specifically excluded), clay shrinkage (especially due to the action of tree roots) and erosion caused by water passing underneath the upper layers of soil. The compaction of make-up ground or infill is not defined as subsidence.
  - b. **Landslip** is the massive movement of the top layer of soil down a slope.
  - c. **Ground heave** is the upward movement or expansion of the site caused by load being removed from it or by actions from inside the site itself; but excludes
    - settlement, which is the movement of a site as a result of loading placed on it by a building. (Settlement is not covered in terms of subsidence cover.)
5. **Tenants' improvements:** These are improvements, alterations and decorations that you or a previous occupier as the tenant has undertaken and for which you are legally responsible.
6. **Unoccupied:** At the time of the loss of or damage to buildings, the home, although furnished, had not been lived in for more than **60 consecutive days**, or, if not sufficiently furnished for normal living purposes, for more than **30 consecutive days**.

# WHAT THE INSURER OFFERS

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## 1. Your cover

The insurer will cover you against loss or damage from a cause other than those listed in the general exclusions of the policy and the specific exclusions of this section while you are at the insured address.

The insurer may decide whether to replace, restore, repair or rebuild your building or to pay you out, or any combination of these up to the insured amount as stated in your schedule.

Depending on the insured amount (and provided that costs do not go beyond the amount as stated in your schedule), the insurer will also pay any reasonable and necessary cost you incur following the loss or destruction of or damage to the dwelling in respect of

- a. demolishing the building, removing rubble from the site and erecting the board fence required for building operations
- b. architects', quantity surveyors' and consulting engineers' fees
- c. local authorities' inspection fees.

The insurer is **not** responsible for paying

- costs or fees connected with any undamaged parts of the building
- costs you may incur in meeting any condition required by the government or local authority of which they notified you before the damage occurred.

## 2. Reinstatement cover

This cover is limited to the amount for which you are insured that is stated in your schedule and is calculated according to the cost of replacing the lost or damaged building or part of it with a new building of a similar type, but not superior to or more extensive than the originally insured property.

The building may be replaced on the same site or any other site as you may require provided that this does not result in the insurer's legal liability being increased.

The reinstatement work must start and be carried out as soon as possible, as no payment will be made if an additional amount becomes payable as a result of unreasonable delay in starting or completing the building works.

The insurer will not be legally liable for payment of any amount until you have incurred the expense in repairing or replacing the building.

You have **6 months** from the date of the damage to notify the insurer of your intention to replace or reinstate the building.

## 3. Cover during building changes

When you are renovating, adding or extending your building(s) and the insurer has agreed to cover you during these changes, the insurer will not cover you if there is loss or accidental damage caused by storm, wind, water, hail or snow and this is aggravated by these renovations, additions or extensions.

## 4. Cover during property transfer

If you have bought a new property and advised the insurer about your purchase, and you have paid the insurer the premium that is due, the insurer will cover you according to the terms of Section 1: Buildings, during the time between your signing the Deed of Sale and the transfer of the property into your name by the Deeds Office. The insurer will not pay for alternative accommodation or loss of rent.

The insurer will, however, **not** cover your new property if

- a. the seller or his agent has insured your newly bought property
- b. you or your broker has more specifically insured the property.

## 5. Liability to the public

If your building is covered by this section, the insurer covers you for personal legal liability under Section 4: Personal Liability as far as it applies to your liability as the owner of the property.

## 6. No excess payable

You will not pay

- the basic excess stated in your schedule where you are over 55 years of age, or
- any excess if your claim is more than R100 000.

However, any voluntary excess that you chose will apply first to every claim.

## 7. Priority of interested parties

If you have borrowed money from any bank or other financial institution to pay for your building and this is stated in your schedule, you agree that their interest will rank above yours if you claim under this policy. The insurer will pay out or pay the bank or financial institution according to the amount that you owe them in respect of the property concerned at the time any claim is settled, or the insured amount as stated in your schedule, whichever is the lower.

If you do anything that may jeopardise this insurance or make it invalid, the interest of the bank or financial institution will not be affected provided that the bank or financial institution

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## WHAT THE INSURER OFFERS

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- a. did not know that you behaved in a way that may have made this insurance invalid
- b. informs the insurer about your actions or failure to act as soon as they become aware of it.

You must pay any additional instalment or payment owed to the financial institution.

### 8. Inflation protection

The maximum amount for which you are insured will be adjusted each month in line with the building cost index rate, as calculated and provided by the South African Bureau of Economic Research, to cater for the effect of inflation. You will not be charged any additional premium during the period of insurance, but your premium will be automatically recalculated according to the adjusted maximum amount for which you are insured at the anniversary date of your policy.

### 9. Subsidence, landslip or ground heave (if these are included in your schedule)

The insurer will cover you, according to the maximum amount for which you are insured as stated in your schedule, for any destruction or damage to your buildings caused by subsidence or ground heave of the land supporting the buildings, or landslip, but excluding

- a. destruction or damage to drains, water courses, boundary walls, garden walls, retaining walls, gate posts, fences, driveways, paving and swimming pool surroundings, tennis courts, patios and terraces
- b. damage which existed when the policy started
- c. damage caused as a result of or made worse by faulty design, material or workmanship, or inadequate (poor/not enough) compacting of filling, normal settlement or construction, or the removal or weakening of support to any building specified in your schedule
- d. damage caused as a result of altering, adding to or repairing the insured item
- e. damage caused as a result of excavations on or under the land other than mining operations.

If you are asked to do so, you must prove that the loss or damage you are claiming for was caused by subsidence or landslip or ground heave.

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# AUTOMATIC EXTENSIONS OF COVER

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These extensions of cover are in addition to the cover detailed above. If you claim under more than one extension, the combined total that the insurer will pay out will not exceed 25% of the total amount for which you are insured. The excess that is stated in your schedule does not apply to claims under these extensions, but any voluntary excess that you chose will apply first to every claim.

## 1. Alternative accommodation/rent

If you are not insured for this elsewhere in this policy or in another policy, the insurer will pay the necessary and reasonable costs of other accommodation for you and your pets if, as a direct result of damage for which you are insured,

- people cannot live in the buildings or
- a local or police authority will not allow you to enter your home as a direct result of damage to a neighbouring property.

The insurer will also pay for the loss of actual rent that you would have received provided that a valid lease agreement is presented to the insurer.

The following conditions apply to the above cover:

- The maximum period for this cover to be in force is **2 years** or such time as is reasonably needed to replace, restore, repair or rebuild the buildings.
- The insurer will decide on the alternative accommodation by considering the rental that it would be reasonable to charge for a building of the same or similar value and location as the address stated in your schedule.

You will be paid the reasonable costs for temporary accommodation in a guesthouse or hotel for not more than **14 nights** while you organise your alternative accommodation.

## 2. Changes to your home because of physical injury

The insurer will pay the fair and reasonable costs, up to the amount stated in your schedule, towards essential changes to your home that you need to make because of a permanent and identifiable physical disability which

- is caused directly by a sudden and unexpected accident
- occurs during the period for which you are insured
- results in your having to rely on a wheelchair for moving around.

## 3. Costs of preparing claims

The insurer will pay you out for reasonable costs up to the amount as stated in your schedule that you

incur in providing and obtaining proof of any details that they may need in order to consider any claims you may submit.

## 4. Cover after building changes

The insurer will pay for damage to or loss of capital additions or completed extensions to the buildings provided that you let the insurer know in writing within **60 days** of the start of such additions or alterations, and that you pay any extra premium that you owe them.

## 5. Electrical and mechanical breakdown

The insurer will cover you for the sudden and unexpected electrical or mechanical breakdown of fixed equipment that you use solely for domestic purposes at the address stated in your schedule. The insurer will pay you for the reasonable cost of repairing or replacing it, up to the amount stated in your schedule.

## 6. Fire extinguishing charges

The insurer will cover you for the cost of extinguishing a fire if you have a fire in your building(s), or for preventing imminent fire damage to the buildings, provided that these costs are reasonable.

## 7. Hiring of security guards/watchmen

The insurer will cover you against the costs you reasonably incur for employing watchmen after you have experienced a loss for which you are insured provided the loss gives rise to a valid claim.

In an emergency, you may agree to a hiring fee up to the amount stated in your schedule, without first obtaining permission from the insurer.

## 8. Metered water leakage

The insurer will cover you for extra metered water charges for which you are legally liable owing to leaks, breaks or bursts in your water mains system. You are covered up to the amount stated in your schedule.

- a. If the quarterly reading of the water you use is 50% or more above the average of the previous four quarterly readings, the insurer will cover you for the cost of the additional water used.
- b. The insurer will not be liable for more than **2 separate** incidents in a period of **12 months**.

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## AUTOMATIC EXTENSIONS OF COVER

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- c. If you discover a leak (either from physical evidence or by receiving an abnormally high water account), you must take immediate steps to repair the affected pipe(s).
- d. This extension does not cover the cost of fixing the problem, including repairs to the affected pipe(s).

### 9. New fixtures and fittings

The insurer will pay up to the amount as stated in your schedule for which the building is insured for damage to new fixtures and fittings, fitted furniture and fitted appliances that are installed at the address stated in your schedule

provided that

- you let the insurer know in writing within **21 days** of these new fixtures or fittings being installed
- you pay any additional premium you owe the insurer.

### 10. Pest contamination

The insurer will pay the reasonable costs for emergency professional extermination (getting rid of) and control of pests, on condition that it is a sudden and unexpected infestation of the buildings that

- a. is a risk to your health, or
- b. can lead to the loss of or damage to the buildings and any of your contents that are normally part of or kept in the buildings, or
- c. makes it impossible for you to live in the buildings.

The insurer will **not** pay for extermination in respect of buildings that have been unoccupied for more than **60 consecutive days**.

### 11. Reinstatement of gardens after damage to home

If your insured home is damaged by fire, lightning, explosion, theft, attempted theft, impact by vehicles and aircraft, vandalism (deliberate destruction) or malicious (intentional) acts, the insurer will pay the cost of re-landscaping the garden up to the amount stated in your schedule for which the building is insured.

### 12. Removal of fallen trees

The insurer will pay the reasonable costs of removing fallen trees on the insured property. Where the fallen trees do not damage the insured building(s), your cover will be limited to the amount stated in your schedule for the removal of fallen trees.

### 13. Reward for information

The insurer has sole discretion in deciding to pay a reward up to the amount stated in your schedule to any person or organisation (but excluding you or the police) for information that helps them recover the item, and helps the police arrest and convict any person who committed a crime which resulted in loss or damage for which you are insured and can claim.

### 14. Temporary removal of fixtures

If you claim for damage to permanent fixtures that are temporarily removed from the building to be repaired or restored, the insurer will pay up to the amount as stated in your schedule

- for damage for which you are insured
- that occurs while your insurance is in force.

The permanent fixtures may not have been removed for more than **60 consecutive days**.

### 15. Tracing of leaks

The insurer will pay the fair and reasonable costs, up to the amount stated in your schedule, towards the cost of tracing the source of escaping water, gas or oil from any fixed water or fixed heating appliance in your insured home.

The insurer will also pay for any resultant and necessary remedial repairs to floors, walls and ceilings, provided that the first sign of the leak occurred only after the start of your policy.

### 16. Underground services and servitudes

The insurer will pay the fair and reasonable cost of repairing or replacing underground service cables, pipes, sewers and drains for which you are legally liable following accidental damage.

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## SPECIFIC EXCLUSIONS FOR THIS SECTION

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The insurer will **not** cover the following:

1. The excess as stated in your schedule
2. The first R5 000 for any loss or damage that arises from theft or attempted theft, malicious damage or the escape or leaking of water when the building is unoccupied
3. Loss, damage or breakdown which is or would, in the absence of this contract of insurance, have been insured by a guarantee, service contract, purchase contract or other purchase agreement
4. The costs you incur for maintaining, decorating, extending, refurbishing or improving your buildings or the costs of the tenants' improvements to your buildings
5. Loss or damage that arises from or is aggravated directly or indirectly by changes to the structure of the building (including demolishing it) or any building works including extending, altering, renovating, constructing, cleaning, restoring or repairing the buildings unless the insurer has agreed to cover you during these changes
6. Damage caused by or as a result of
  - a. inherent fault, faulty design, poor workmanship, use of faulty material, misuse of the building or your deliberate actions
  - b. rot, rising damp, a rise in the water table, fungus, mould, damage caused by infestation, insects or vermin
  - c. weeds or roots
  - d. chewing, scratching, tearing and fouling by domestic pets
  - e. chipping, scratching, spoiling or discolouring
  - f. settlement, shrinkage, warping, corrosion, wear and tear or other gradual processes including rust, oxidation, smoke, smudge and any deterioration of the buildings
  - g. subsidence, landslip or ground heave (unless stated as included in your schedule)
7. Loss or damage you incur by any tenant or subtenant of yours or by the family or servants of your tenant or subtenant stealing or misappropriating (taking dishonestly) your property
8. Items that fail while still under their manufacturer's guarantee and/or warrantee
9. Costs you incur for removing any part of a tree(s) that is buried below ground and/or for restoring the site
10. Any loss or damage you incur that arises directly or indirectly from not complying with the National Building Regulations (or any statute that replaces it, or provincial or local legislation or regulation that applies to building standards or maintenance)

# Section 2 : House Contents

## SPECIFIC DEFINITIONS FOR THIS SECTION

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1. **Business equipment:** Any computers, laptops, software, printers, scanners, fax machines, photocopiers, typewriters, telecommunication equipment and furniture that you own or for which you are legally liable, and which is kept at the insured address stated in your schedule.
2. **Contents:** The contents of the buildings at the insured address stated in your schedule including
  - a. household goods and equipment, furnishings, business equipment, refrigerated, frozen and other food and drink, and domestic heating oil
  - b. personal belongings
  - c. outdoor and garden items
  - d. remote-controlled power-driven toys and models
  - e. money
  - f. which you own or for which you are legally liable,but **excluding**
  - i. tenants' improvements, fitted furniture, fitted appliances, fixtures and fittings
  - ii. motor vehicles, motorcycles and watercraft except remote-controlled power-driven toys and models
  - iii. aircraft including remote-controlled power-driven toy and model aircraft
  - iv. caravans and trailers
  - v. pets, bloodstock, livestock, insects.
3. **Forcible and violent entry:** This describes a person's use of force (which might be minimal) to enter your property. It makes the person's attempt to enter more obvious (e.g. broken window or door). If one takes into account all the circumstances, the action can be considered as violent. Violence or threats of violence to persons to gain entry are regarded as forcible and violent entry.
4. **Jewellery and watches:** This includes items which people wear or use to decorate themselves or their clothes. They are made of gold, silver, platinum or other precious metals and set with precious or semi-precious stones.
5. **Money:** Your personal money including your cash, Kruger Rands, cheques, traveller's cheques, postal orders, money orders, travel and other tickets, gift vouchers and current postage stamps.
6. **Outdoor and garden items:** Items that are meant to be left or used outdoors, including garden furniture, patio furniture, flower containers and urns, children's play equipment, garden statues and ornaments, equipment for keeping your garden in good order, lawnmowers with motors and garden equipment driven by power (electricity or fuel).
7. **Pests:** Rats, mice, wasps' nests, hornets' nests and bees and other animal infestation.
8. **Specified valuable items:** Individual items, and collections and sets which are valuable from an artistic and/or historical point of view, or are unique, rare, of good quality and in good condition (such as, but not limited to, fine arts, antique furniture or jewellery, furs, collectable items and wine collections) which belong to you or for which you are liable. They have a value that cannot be insured at replacement cost, but the insurer will insure them at a value that you and the insurer agree to. In this policy, your specified valuable items will each be listed under the Contents section of the policy and insured for the value on which your and the insurer agree. You accept this agreed value as the true value of the item.
9. **Unoccupied:** At the time of the loss of or damage to contents, the home, although furnished, had not been lived in for more than **60 consecutive days**, or, if not sufficiently furnished for normal living purposes, for more than **30 consecutive days**.

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# WHAT THE INSURER OFFERS

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## 1. Your cover

The insurer will cover you against loss or damage from a cause other than those listed in the general exclusions of the policy or the specific exclusions to this section while the insured item is at the insured address.

This cover is calculated according to the cost of replacing your lost or damaged contents or part of it with similar new contents. It is limited to the amount for which you are insured as stated in your schedule.

The insurer may decide whether to replace, restore or repair your contents or pay you out, or any combination of these, up to the amount for which you are insured as stated in your schedule.

If the insurer replaces an item they are only required to supply an item of similar quality and value and not an exact duplicate of the item. Where the insurer repairs an item, they are only required to make reasonable repairs to restore the item to a similar condition.

## 2. Contents in storage

The insurer will cover you against loss of or damage to your contents that are stored in a commercial storage facility in the Republic of South Africa.

The following conditions apply to this cover:

- a. You must inform the insurer **in writing before** you place your contents in storage.
- b. The loss or damage must be caused directly by fire, explosion, smoke, storm, floodwater, theft, attempted theft, collision, impact, vandalism (deliberate destruction) or a malicious (intentional) action.
- c. Your contents are not insured against any of the above events with any other insurer.

## 3. No excess payable

You will not pay

- the basic excess stated in your schedule where you are over 55 years of, or
- any excess if your claim is more than R100 000.

However, any voluntary excess that you chose will apply first to every claim.

## 4. Liability to the public

If your contents are covered by this section, the insurer covers you for personal legal liability under Section 4: Personal Liability as far as it applies to your liability as the owner of the contents.

## 5. Limits that apply to jewellery

If you claim for loss of or damage to any watch or article of jewellery, the insurer will pay you out no more than R20 000 for each item or pair, unless you provide a professional valuation for the item or pair by an independent jeweller that is dated less than **5 years** before the loss or damage occurs.

You must keep all items that are worth more than R50 000 each in a locked safe that is fixed to the building when

- a. the buildings in which you keep your jewellery or watches are unoccupied
- b. you or any persons covered by this policy are not actually wearing or carrying the items.

If these items are lost or stolen while they are not in a locked safe under the circumstances described above, the insurer will not meet any claim you make for loss or damage.

## 6. Inflation protection

The amount for which you are insured will be adjusted each month in line with the consumer price index to cater for the effect of inflation. You will not be charged any additional premium during the period of insurance, but your premium will be automatically recalculated according to the adjusted insured amount as stated in your schedule at the anniversary date of your policy.

## 7. Items in pairs and sets

If you lose or damage an item that is part of a pair or set, the insurer will decide whether to cover you by

- a. restoring, repairing, rebuilding or replacing the lost or damaged item, or
- b. paying you out a portion of the value in line with the total value of the pair or set.

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## WHAT THE INSURER OFFERS

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### 8. Removal of your contents

The insurer will cover you for loss of or damage to your contents under this section of your policy while

- a. professional furniture removal contractors remove your contents during a permanent change of address
- b. your contents are in transit to or from a furniture storage or a bank safe deposit
- c. your contents are in transit to or from the place of purchase or a place of repair to your permanent residence

provided that

- fragile items such as glass or china have been packed by the same professional furniture removal contractors before they are removed
- you have taken reasonable steps to protect the contents and ensure that every item is given care and protection in line with its value
- the contents are not insured in any other way

You will be responsible for an additional excess payment of R5 000.

### 9. Specified valuable items

Where items are listed in your schedule as specified valuable items, you may choose whether the insurer must restore, repair or replace your contents or pay you out up to the amount for which you are insured as stated in your schedule. The maximum amount that the insurer will pay is the lesser of the current cost of replacing the item(s) or the value to which you and the insurer agreed and which is stated in your schedule.

If a work of art is listed in your schedule as a specified valuable item at an agreed value and the value of that work of art has increased during the period for which it has been insured because the artist has died, the insurer will pay you up to 150% of the agreed value for the work.

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# AUTOMATIC EXTENSIONS OF COVER

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These extensions of cover are in addition to your Contents cover. If you claim under more than one extension, the total that the insurer will pay you out will not be more than 25% of the total amount for which you are insured for Contents. The excess that is stated in your schedule does not apply to claims under these extensions, but any voluntary excess that you chose will apply first to every claim.

## 1. Alternative accommodation/rent

If you are not insured for this elsewhere in this policy or in another policy, the insurer will pay the necessary and reasonable costs of other accommodation for you and your pets if, as a direct result of damage for which you are insured,

- people cannot live in the buildings, or
- a local or police authority will not allow you to enter your home as a direct result of damage to a neighbouring property.

The insurer will also pay for the loss of actual rent that you would have received, provided that a valid lease agreement is presented to the insurer.

The following conditions apply to the above cover:

- The maximum period for this cover to be in force is **2 years** or such time as is reasonably needed to replace, restore, repair or rebuild the buildings.
- The insurer will decide on the alternative accommodation by considering the rental that it would be reasonable to charge for a building of the same or similar value and location as the address stated in your schedule.

You will be paid the reasonable costs for temporary accommodation in a guesthouse or hotel for not more than **14 nights** while you organise your alternative accommodation.

## 2. Business equipment

The insurer will cover you for loss of or damage to your business equipment that you keep at the insured address stated in your schedule. The cover will be limited to the amount stated in your schedule.

The following conditions apply to this cover:

- a. If you claim for loss or damage that arises from theft or attempted theft, there must be forcible or violent entry into the buildings.
- b. Your insured amount for your Contents as stated in your schedule must include the full value of your business equipment.
- c. Business stock is not covered.

## 3. Changes to your home because of physical injury

The insurer will pay the fair and reasonable costs,

up to the amount stated in your schedule, towards essential changes to your home that you need to make because of a permanent and identifiable physical disability which

- a. is caused directly by a sudden and unexpected accident
- b. occurs during the period for which you are insured
- c. results in your having to rely on a wheelchair to be able to move around.

## 4. Costs of preparing claims

The insurer will pay you out for reasonable costs up to the amount stated in your schedule that you incur in providing and obtaining proof of any details that they may need in order to consider any claims you may submit.

## 5. Cover for contents while not at the address given in your schedule

The insurer will cover you against loss of or damage to your contents while they are temporarily removed from the address stated in your schedule and contained in a building anywhere in the Republic of South Africa. This cover is limited to 10% of the amount for which you are insured in this section of your policy (Contents).

The following conditions apply to this cover:

- a. You must take reasonable steps to protect your contents and ensure that every item is given the care and protection that is in line with its value.
- b. Your contents are not insured anywhere else.

You will be responsible for an additional excess of R1 000 for every claim.

## 6. Fatal injury and trauma counselling

The insurer will pay you the following:

- a. R50 000 if you are fatally injured (i.e. you die) as a result of either a fire or an attack by violent intruders at the address stated in your schedule
- b. R5 000 for the costs of trauma counselling following a fire or the actions of violent intruders at the address stated in your schedule

Death or trauma must occur within **12 months** of the event.

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## AUTOMATIC EXTENSIONS OF COVER

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### 7. Fire extinguishing charges

The insurer will cover you for the cost of extinguishing a fire if you have a fire in your building(s), or for preventing imminent fire damage to the buildings, provided that these costs are reasonable.

### 8. Guests' and domestic employees' personal belongings

The insurer will cover you for the loss of or damage to the contents and personal belongings of guests or domestic employees who live permanently at the address stated in your schedule. This cover will be limited to the amount stated in your schedule.

The following conditions apply to this cover:

- a. The contents and personal belongings of the guests or domestic employees are not insured in any other way.
- b. The loss of or damage to these contents and personal belongings occurs at the address stated in your schedule.

### 9. Hiring of security guards/watchmen

The insurer will cover you against the costs you reasonably incur for employing watchmen after you have experienced a loss for which you are insured and for which you can claim.

In an emergency, you may agree to a hiring fee up to the amount stated in your schedule, without first obtaining permission from the insurer.

### 10. Hole-in-one and full-house

- a. The insurer will pay you R10 000 if you score a hole-in-one on any recognised golf course in the world, during a game played according to the official rules of golf,
- b. The insurer will pay you R5 000 for your first lawn bowls full-house in an official singles competition or league match,  
  
provided that the secretary of the golf or lawn bowls club has confirmed your achievement in writing to the insurer.

### 11. Laundry

The insurer will cover you up to the insured amount as stated in your schedule for the loss of or damage to your laundry on a washing line at the insured address.

### 12. Metered water leakage

The insurer will cover you for extra metered water charges for which you are legally liable owing to leaks, breaks or bursts in the water mains system. This cover is in line with the amount stated in your schedule.

- a. If the quarterly reading of the water you use is 50% or more above the average of the previous four quarterly readings, the insurer will cover you for the cost of the additional water used.
- b. The insurer will not be responsible for more than **2 separate** incidents in a period of **12 months**.
- c. If you discover a leak (either from physical evidence or by receiving an abnormally high water account), you must take immediate steps to repair the affected pipe(s).
- d. This extension does not cover the cost of fixing the problem, including repairs to the affected pipe(s).

### 13. Money

The insurer will cover you for loss of or damage to money kept at the insured address as stated in your schedule. The following conditions apply to this cover:

- a. If you claim for loss or damage from theft or attempted theft for amounts up to R5 000, there must be forcible and violent entry into the residential building.
- b. If you claim for loss or damage from theft or attempted theft for amounts over R5 000, but limited to the amount stated in your schedule, there must be forcible and violent entry into the residential building and into a locked safe that is fixed to the building.

### 14. Outdoor and garden items

The insurer will cover you for loss of or damage to outdoor and garden items while these are in the garden of the insured address. This cover is limited to the insured amount stated in your schedule.

### 15. Personal baggage insurance

The insurer will cover your luggage from airport to airport throughout the world. The cover is limited to the amount stated in your schedule for each incident. The cover is valid only if you do not have any other insurance for your baggage.

### 16. Pest contamination

The insurer will pay the reasonable costs for emergency professional extermination (getting rid of) and control of pests, on condition that it is a sudden and unexpected infestation of the buildings that

- a. is a risk to your health, or
- b. can lead to loss of or damage to the buildings and any of your contents that are normally part of or kept in the buildings, or
- c. makes it impossible for you to live in the buildings.

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# AUTOMATIC EXTENSIONS OF COVER

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The insurer will not pay for extermination in respect of buildings that have been unoccupied for more than **60 consecutive days**.

## 17. Replacing locks and keys

The insurer will cover you for costs you may reasonably and necessarily incur in replacing lost or damaged keys (including carkeys and remote control devices) for your home, safe(s) or security alarms.

## 18. Restoring data on computers

The insurer will cover you against the loss of or damage to data or records stored on your personal or business computer which is kept at the insured address stated in your schedule. The cover will be the reasonable and fair cost of restoring the lost data onto the computer, and limited to the amount stated in your schedule.

## 19. Restoring documents

The insurer will cover you for the reasonable professional fees to replace lost or damaged legal and financial documents, provided that these are lost or damaged at the insured address stated in your schedule or while in safekeeping with your attorney or bank. The cover will be limited to the amount stated in your schedule.

## 20. Reward for information

The insurer has sole discretion in deciding to pay a reward of up to the amount stated in your schedule to any person or organisation (excluding you or the police) for information that helps them recover an insured item, and helps the police arrest and convict any person who committed a crime which resulted in damage for which you are insured and can claim.

## 21. Spoiling of food and drink

The insurer will cover you for food and drink in refrigerators and freezers at the address stated in your schedule that spoils (goes rotten) provided that this is

- a. caused by the refrigerator or freezer failing, or
- b. being damaged accidentally, or
- c. the power supplied by the public authorities failing accidentally or through scheduled power cuts.

## 22. Swimming pool, borehole and other motors

The insurer will cover you for loss of or damage up to the amount stated in your schedule to the motors and machinery of saunas, spas, swimming pools, garage doors, security systems, electronic gates and domestic boreholes which are installed at the insured address as stated in your schedule.

The loss or damage must result from

- a. accidental external causes
- b. electrical or mechanical breakdown.

The insurer will **not** cover

- i. loss or damage caused by wear and tear, gradual deterioration or rust
- ii. loss or damage to automatic swimming pool cleaning equipment or windmills
- iii. damage that is insured elsewhere in this or another policy.

## 23. Veterinary expenses

The insurer will cover you for the cost of using a veterinary surgeon (animal doctor) if your pet is injured in a road accident. This cover is limited to the amount stated in your schedule.

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## SPECIFIC EXCLUSIONS FOR THIS SECTION

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The insurer will **not** cover the following:

1. The excess stated in your schedule
2. The first R5 000 of a claim for any loss or damage that arises from theft or attempted theft, or malicious (intentional) damage to your contents, or from water escaping or leaking when the building is unoccupied
3. Loss, damage or breakdown which is or would, in the absence of this contract of insurance, have been insured by a guarantee, service contract, purchase contract or other purchase agreement
4. Loss or damage that arises from or is aggravated directly or indirectly by changes to the structure of the building (including demolishing it) or any building works including extending, altering, renovating, constructing, cleaning, restoring or repairing the buildings unless the insurer has agreed to cover you during these changes
5. Any claim that is more than R5 000 for the theft of contents from outbuildings, including domestic motorised garden maintenance equipment, unless entry to the outbuildings was obtained by using forcible or violent means. (This exclusion does not apply if the outbuildings are protected by an armed response alarm.)
6. Damage caused by or as a result of
  - a. inherent fault, faulty design, poor workmanship, use of faulty material, misuse of the building or your deliberate actions
  - b. altering, cleaning, renovating, repairing, restoring, reframing or similar processes applied to your contents
  - c. rot, rising damp, a rise in the water table, fungus, mould, your contents being infested, insects
  - d. weeds or roots
  - e. chewing, scratching, tearing and fouling by domestic pets
  - f. chipping, scratching, spoiling or discolouring
  - g. settlement, shrinking, warping, corrosion, wear and tear, or other gradual processes including rust, oxidation, smoke and smudging
7. Loss of or damage to any motorised wheelchair, golf trolley, golf buggy, motorised scooter or sit-in toy or miniature vehicle that is used where any road traffic legislation applies
8. Loss or damage caused by theft, attempted theft, deliberate destruction (vandalism) or malicious actions, unless you have complied with all the security requirements stated in your schedule
9. Loss or damage caused by theft or misappropriation (dishonest taking of goods) while you hired out, loaned or sublet the buildings, unless there is forcible and violent entry into the buildings
10. Loss of or damage to firearms or guns from buildings that are unattended, unless the firearms or guns were stored in a locked gun safe which was accessed through forcible or violent means
11. Loss of or damage to contents that you have insured more specifically
12. Loss of or damage to stamps, coins or collectable items caused by
  - a. fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness or extreme temperature
  - b. handling or being worked on
  - c. repairing, restoring or retouching
  - d. the item(s) being used as something other than a collectable
  - e. the disappearance of an individual stamp, coin or other collectable item that is insured as part of a collection, unless it is mounted in a volume and the page is also lost



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# Section 3 : All Risks

## SPECIFIC DEFINITIONS FOR THIS SECTION

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This cover is valid and in force only if your contents are covered in terms of Section 2: Contents of this policy.

**1. All risks unspecified items are**

- a. clothing
- b. personal belongings normally worn or carried by a person
- c. personal equipment normally worn or used by the person participating in sport and hobbies
- d. contents of caravans and camping equipment.

**2. All risks specified items are**

- a. any personal belongings that are worth more than the amount stated under unspecified all risks in your schedule
- b. items used for business or professional purposes

- c. mobile communication equipment, cellular phones, laptops/notebooks/palmtops/portable computers
- d. DVDs or compact discs, MP3 players, iPods, portable playstations and portable GPS navigation systems
- e. firearms and guns
- f. pedal cycles
- g. parachutes, paragliders and hang-glidors.

- 3. Jewellery and watches:** This includes items which people wear or use to decorate themselves or their clothes. They are made of gold, silver, platinum or other precious metals and set with precious or semi-precious stones.

# WHAT THE INSURER OFFERS

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## 1. Your cover

The insurer will cover you against loss of or damage to items defined as all risks specified or unspecified items from any cause that is not listed under the general exclusions of the policy or specific exclusions of this section.

The insurer may decide to repair or replace the item(s) or pay you out for your loss or damage. The amount they will pay will be the lesser of the current cost of replacing the item(s) or the amount as stated in your schedule.

If the insurer replaces an item, they are only required to supply an item of similar quality and value and not an exact duplicate of the item. Where the insurer repairs an item, they are only required to make reasonable repairs to restore the item to a similar condition.

## 2. Limits that apply to jewellery

If you claim for loss of or damage to any watch or article of jewellery, the insurer will pay you out no more than R20 000 for each item or pair, unless you provide a professional valuation for the item or pair by an independent jeweller that is dated less than **5 years** before the loss or damage occurs.

You must keep all items that are worth more than R50 000 each in a locked safe that is fixed to the building when

- a. the buildings in which you keep your jewellery or watches are unoccupied
- b. you or any persons covered by this policy are not actually wearing or carrying the items.

If these items are lost or stolen while they are not in a locked safe under the circumstances described above, the insurer will not meet any claim you make for loss or damage.

## 3. Items in pairs and sets

If you lose or damage an item that is part of a pair or set, the insurer will decide whether to cover you by

- a. restoring, repairing, rebuilding or replacing the lost or damaged item, or
- b. paying you out a portion of the value in line with the total value of the pair or set.

## 4. Proving ownership and value

When you lose or damage an item, the insurer may ask you to prove that you own the item and to prove its value by giving them originals or copies of your purchase receipts or payment or valuation certificates.

## 5. Items kept in a bank vault

If your schedule states that the insurer will cover an item while it is in a bank vault, the full amount of insurance offered under this section applies only while the item is in a safe deposit at a registered bank.

If you temporarily remove the item from the bank vault, and you lose or damage it, the insurer will pay only up to 25% of the value of that item as stated in your schedule.

## 6. Reinstatement of specified items after a claim

If you suffer a complete loss of any item that is covered in your schedule and claim for it, the lost or damaged item will be deleted from your schedule. It is then your responsibility to submit a request to the insurer for cover for any new item which replaces the deleted item.

## 7. Territorial limits of cover

This cover is worldwide.

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## SPECIFIC EXCLUSIONS FOR THIS SECTION

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The insurer will **not** cover the following:

1. The excess as stated in your schedule
2. Loss of personal belongings from an unoccupied vehicle, unless the belongings are out of sight in a locked boot or compartment that forms part of a locked vehicle, and there is forcible and violent entry to the vehicle  

If your vehicle does not have a boot or compartment that locks and is part of the locked vehicle, you will be asked to pay an extra excess of R1 000.
3. Loss of or damage to money, credit and cash cards or other negotiable instruments (used in financial trading)
4. Wear and tear, depreciation (loss of value), inherent defect, gradual deterioration, loss or damage caused by moths, vermin, insects or mildew, unless this follows an accident or misfortune that is not excluded anywhere else in this policy
5. Items that fail while still under their manufacturer's guarantee
6. Loss, damage or deterioration of an item caused by any process of cleaning, dyeing, repairing, restoring or renovating
7. Mechanical or electrical breakdown where there is no other damage
8. The cost of reproducing sound, data and images on tapes, records, compact discs, films or magnetic media or any other electronic media
9. The theft of the contents of your caravan or trailer while the caravan or trailer is unoccupied, unless there is violent and forcible entry
10. Loss of or damage to the contents of your caravan or trailer by any person to whom you have lent or hired your caravan
11. Loss of or damage to a firearm or gun caused by it being rusted or bursting, or by breakdown
12. Loss of or damage to a firearm or gun when it is not in a locked gun safe or you are not carrying it at the time of the loss or damage
13. Loss of or damage to contents that is more specifically insured
14. Loss of or damage to stamps, coins or collectable items caused by
  - a. fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness or extreme temperatures
  - b. handling or being worked on
  - c. repairing, restoring or retouching
  - d. the item(s) being used as something other than a collectable
  - e. the disappearance of an individual stamp, coin or other collectable item that is insured as part of a collection, unless it is mounted in a volume and the page is also lost



# Section 4 : Personal Liability

## SPECIFIC DEFINITIONS FOR THIS SECTION

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- 1. Insured event:** Death, bodily injury or illness of any person, or loss of or damage to the tangible property of any person which occurs during the period of insurance and for which you become legally liable to pay for loss, damages, and costs and expenses

## WHAT THE INSURER OFFERS

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- 1. Your cover**

The insurer will cover you in respect of claims up to the amount as stated in your schedule for any loss or losses arising out of any one insured event, including costs and expenses you incur in the defence of any action brought against you for an insured event for which you become legally liable, provided that the insurer agrees in writing before you incur such costs or expenses.

- 2. Territorial limits**

This section of the policy applies to an insured event that occurs anywhere in the world.

- 3. Jurisdiction**

This section of the policy falls under the jurisdiction of the courts of the Republic of South Africa. It does not include any legal liability for loss or damage, including costs and expenses of legal processes, if these arise from the claimant instituting legal action against you in a court outside of the Republic of South Africa.

## AUTOMATIC EXTENSIONS OF COVER

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- 1. Tenants**

If you become legally liable as the tenant and not as the owner for damage to the building of a private residence and its domestic outbuildings (including fixtures and fittings) occupied by you as the tenant or by members of your household, the insurer will cover you up to the amount as stated in your schedule for any one accident or series of accidents arising out of one insured event.

- 2. Wrongful arrest**

If you become legally liable to pay for damages resulting from the wrongful arrest or alleged wrongful arrest which arises out of your activities as a member of a neighbourhood watch or a block watch group or a similar voluntary non-profit organisation, the insurer will cover you up to the amount as stated in your schedule for any one valid claim or series of valid claims arising out of one insured event, including legal costs and expenses.

- 3. Liability to domestic employees**

The insurer will cover you for legal liable up to the amount as stated in your schedule where you become liable due to the death of or bodily injury to your domestic employee which arises from and in the course of his/her service during the period of insurance. This includes the legal costs and expenses which the domestic employee can recover in respect of a valid claim under this extension and which you may incur with the insurer's written consent. Exclusion 2 below does not apply to domestic employees.

This clause will not apply if the loss is covered by any compulsory statutory insurance.

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## SPECIFIC EXCLUSIONS FOR THIS SECTION

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The insurer will **not** cover you for legal liabilities relating to or arising from or in any way associated with

1. loss of or damage to property belonging to you, family members permanently residing with you or your domestic employees, or in your possession or under your control
2. any family member permanently residing with you or financially dependent on you or any person acting in the course of his/her employment with you at the time of the accident
3. your directors, members, trustees or beneficiaries, or their family members permanently residing with them if you are a company, close corporation or trust
4. any employment, trade, apprenticeship, business, profession
5. the use of or interference with support to land, buildings or any other property
6. liability or claim that arises from any legal liability you may have as the result of having entered a contract or agreement, unless such liability would in any event have ensued without entering into such contract
7. wilful, dishonest, fraudulent, criminal or malicious acts or damage
8. damages awarded against you in any judgment or cost and expenses of litigation recovered by any claimant who institutes action in a court outside of the Republic of South Africa, except a judgment confirmed or cost and expenses of litigation recovered by any claimant in a court of the Republic of South Africa
9. costs and expenses incurred after you or the claimant has accepted an offer by the insurer to settle the claim in full, or for a lesser amount than the insurer believes the claim can be settled for, or the maximum amount for which the insurer is legally liable
10. any penalties or fines, or for any criminal offences or criminal judgment against you
11. the ownership, possession, use or handling of any firearm including air guns
12. loss of or damage to or attributable to animals, other than domesticated animals, including horses, owned by you or in your possession or control
13. any condition directly or indirectly caused by or associated with Human Immune Virus (HIV) or any mutations, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any syndrome or condition of a similar kind
14. passing on an infectious or other disease
15. arising from seepage, pollution or contamination; the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances, unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected accidental event
16. the ownership, possession, use or handling of any motor vehicle, caravan, trailer (other than unattached trailers), aircraft or watercraft (other than model aircraft, surfboards or paddle skis) owned by or in the custody or control of you or your domestic staff
17. loss or damage covered by any other insurance policy
18. loss or damage which forms the subject of any compulsory statutory insurance.

# Section 5 : Liability Plus

Chartis South Africa Limited (referred to in this section as 'Chartis') provides insurance for this section and undertakes to cover you for the events listed in this section of your policy. MUA (representing Compass and collectively referred to as 'the insurer') will act as the

contact point between policyholders and Chartis for the submission, settlement and negotiation of your claims or confirmation of policy or claim information and in other related matters.

## SPECIFIC DEFINITIONS FOR THIS SECTION

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- 1. Insured event:** Death, injury, sickness or disease or death sustained by a person resulting from such injury, sickness or disease including mental injury, mental anguish and shock or physical damage to, loss of use or destruction of tangible property

## WHAT CHARTIS OFFERS

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### 1. Your cover

- Chartis will cover you for any one event not exceeding the amount as stated in your schedule. This cover includes any costs and expenses that you may incur with their written consent and any costs and expenses that any claimant may recover from you after deduction of any payments or awards made and due to be paid under Section 4: Personal Liability or Section 10: Legal Liability to Third Parties of your policy.
- Chartis will cover you for more than the limit provided under Section 4: Personal Liability and under Section 10: Legal Liability to Third Parties of your policy, but not for more than the amount as stated in your schedule that you are legally liable to pay by law or that you undertook to pay under any contract in the event of death, bodily injury or property damage that is not covered by Section 4: Personal Liability or Section 10: Legal Liabilities to Third Parties, provided that
  - no legal liability will be accepted by Chartis unless and until you have paid or been held legally liable to pay the full amount as stated in your schedule.
  - under no circumstances will the combined liability cover of Chartis and the insurer exceed the amount(s) as stated in your schedule (for Liability Plus). The limit of legal liability under this section shall be reduced by any sum paid or payable by either Chartis or by the insurer under your policy.
  - in the event of a claim that is likely to exceed the amount as stated in your schedule, you may not incur any costs without Chartis's written consent. You must ensure that Chartis be given the opportunity to cooperate in the settlement of claims in

which Chartis is interested. Should the claim become adjustable before going into court or judgment be entered for an amount of not more than the amount as stated in your schedule, no costs shall be payable by Chartis under this section.

- if by reason of the payment of any claim or claims by the insurer during the period of insurance and the cover provided by Section 4: Personal Liability or Section 10: Legal Liability to Third Parties is
  - partially reduced, then this cover will apply in excess of the reduced amount of Section 4: Personal Liability and Section 10: Legal Liability to Third Parties for the remainder of the period of insurance
  - totally exhausted, then this cover will stay in force as your liability cover until expiry of your policy.

### 2. Territorial limits

- In respect of Section 10: Legal Liability to Third Parties, this section of the policy covers an insured event happening in any sub-Saharan African country.
- In respect of Section 4: Personal Liability, this section of the policy covers an insured event happening anywhere in the world, but not in respect of any judgement, award, payment or settlement made within the United States of America or Canada (or any order made anywhere in the world to enforce such judgement, award, payment or settlement, either in whole or in part).

### 3. Jurisdiction

This section is subject to the laws of the Republic of South Africa.

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## SPECIFIC CONDITIONS FOR THIS SECTION

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### 1. Reinstatement of cover after loss

Chartis will not reduce the amount insured if they pay a claim, but they may charge an additional premium from the time of the loss or damage or from the time of the replacement of the lost or damaged property to the expiry date of the policy, based on the amount of the loss.

### 2. Breach of conditions

The conditions of this section apply individually to each of the risks insured and not collectively to them, so that any breach makes the subsection null and void (invalid) only for the risk to which the breach applies.

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## SPECIFIC EXCLUSIONS FOR THIS SECTION

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Chartis will **not** cover you for legal liabilities relating to the following:

1. Any insured event arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft of more than 8 metres in length or any aircraft owned by the you or rented to the you
2. Any insured event resulting from the use of any registered motor vehicle owned by or in your physical legal control or in respect of which insurance is required by virtue of any legislation relating to motor vehicles  
provided that
  - a. this exclusion shall not apply where cover is provided under your policy relating to the use of motor vehicles.
  - b. Chartis will not pay for so much of any compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment. This exception shall apply notwithstanding that no insurance under such enactment is in force or has been effected.

# Identity Theft

## SPECIFIC DEFINITIONS FOR THIS SECTION

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- 1. You and your:** These words refer to you, the person named in your schedule, and your legal spouse or dependent children under the age of 21 who permanently reside with you.
- 2. ATM:** Automatic teller machine
- 3. Business:** Your employment, trade, profession or occupation
- 4. Payment card:** An ATM card, credit card, or debit card issued by a registered financial institution or qualified retail shop
- 5. Identity theft:** The unauthorised and/or illegal use of your personal information such as your name or identity number to obtain a loan or open credit accounts
- 6. Relative:** Someone who is related to you, including but not limited to spouses, siblings, children and parents
- 7. Suit:** A civil proceeding seeking monetary damages as a result of identity theft, or a criminal proceeding in which you are charged with illegal acts committed by any person other than you while they were using your identity
- 8. Extended claim period:** The 12-month period following the end of the period of insurance or such other time that Chartis may agree to in writing

## WHAT CHARTIS OFFERS

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### Your cover

In the event of identity theft which takes place anywhere in the Republic of South Africa during the period of insurance and after **30 days** has passed from the start date of your policy, Chartis will cover you up to the amounts as stated in your schedule for

- reasonable legal expenses that you incur as a direct result of identity theft in
  - defending any suit brought against you by a creditor or collection agency or someone acting on their behalf
  - removing any civil or criminal judgment wrongfully entered against you and
  - challenging the accuracy or completeness of any information in your consumer credit report, provided this information is inaccurate and falsely provided to the credit agency or financial institution.
- income you lost solely because of the time taken from your profession to resolve any identity theft except if you are self-employed. This does not include compensation for whole or partial unpaid workdays, nor vacation days or sick days provided that these unpaid workdays are taken during the period of insurance or within **12 months** of this policy's expiration date.
- your actual loss owing to your legal obligation to pay a creditor if, as part of your identity theft, any payment cards, bank accounts, and other credit accounts were opened in your name without your authorisation.
- miscellaneous expenses
  - costs you incur for refiling applications for loans or other credit or debit accounts that are rejected solely because the lender received incorrect information
  - costs for notarising documents related to your identity theft, long-distance telephone calls, and certified mail reasonably incurred as a result of your efforts to report an identity theft or to correct your financial and credit records that have been altered
  - costs you incur to contest (debate) the accuracy or completeness of any information contained in your credit history
  - costs you incur for a maximum of **4** credit reports from an entity approved by Chartis. The credit reports will be requested during the policy period or the extended claim period. The first credit report may not be requested until after the discovery of the identity theft.

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## SPECIFIC CONDITIONS FOR THIS SECTION

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1. The account must have been opened in your name without your authorisation.
2. You must notify your local law enforcement agencies and file a police report within **24 hours** of discovering the theft.
3. Any false charge or withdrawal must be verified by your financial institution. Cover for false charges is limited to the amount for which you are held liable by the financial institution subject to the amount stated in your schedule.
4. Chartis will be allowed to inspect your books and financial records.
5. You will cooperate with Chartis and help them to enforce any legal rights you or they may have in relation to your identity theft including your attendance at depositions, hearings and trials, and giving evidence as necessary to resolve your identity theft.
6. You must
7. notify your bank(s), payment card company(ies), financial institution(s) and other account holders of the identity theft within **24 hours** of discovering the identity theft.
  - a. if you make a claim for lost wages, submit proof from your employer that you took unpaid days off, and you must have this information recorded. You must also provide proof that it was necessary to take time off work.
  - b. send the insurer copies of any demands, notices, summonses, complaints, or legal papers received in connection with a covered loss.
  - c. take all reasonable and prudent action to prevent further damage to your identity.

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## SPECIFIC EXCLUSIONS FOR THIS SECTION

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Chartis will **not** cover the following:

1. any claim under R250
2. any expenses or loss as a result of
  - a. any dishonest, criminal, malicious or fraudulent acts committed by you or a relative, or that you or a relative had knowledge of or planned, or if you withhold information or conceal material facts related to this policy or to your identity theft
  - b. losses that result from business pursuits
  - c. fraudulent payment card charges and bank transfer charges if they are not related to your identity theft
  - d. any physical injury, sickness, disease, disability, shock, mental anguish and mental injury including required care, loss of services or death
- e. identity theft that occurred or commenced before the start of your policy period
- f. the reimbursement of fees for stolen payment cards if you have not complied with all terms and conditions under which the cards were issued
- g. monetary losses other than the out-of-pocket expenses related to resolving the identity theft as contemplated by this policy including fraudulent payment card charges.

# Section 6 : Motor

## SPECIFIC DEFINITIONS FOR THIS SECTION

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The specific definitions below also apply to Section 7: Motorcycles, Section 8: Caravans and Trailers and Section 9: Classic Motors, where relevant and applicable.

### 1. Agreed value

The value for which the insurer agrees to insure your vehicle and which is stated in your schedule. The option of agreed value applies only to classic cars.

### 2. Comprehensive motor

If your vehicle is insured under this type of cover, the insurer will pay you out for

- a. any loss of or damage caused by you or the driver of the insured vehicle as a result of an insured event, including the amounts for which you are legally liable to any third party if the legal liability is related to the insured vehicle
- b. loss of or damage to any vehicle (and its permanently fitted accessories and spare parts) that you hire, lease or temporarily use in place of your vehicle which is out of use for an overhaul or for upkeep and/or repair by a business in the motor trade. The amount the insurer will pay is the reasonable retail value of your insured vehicle.

### 3. Comprehensive motor, excluding theft and hijacking

If your vehicle is insured under this type of cover, the insurer will cover you for any loss of or damage to the vehicle caused by an insured event, but not occurring as a result of theft or hijacking or any attempt at theft or hijacking of the insured vehicle or any part of it.

The insurer will also pay the amounts for which you are legally liable to a third party if the legal liability is related to the insured vehicle, but does not arise as a result of theft or hijacking or any attempt at theft or hijacking of the insured vehicle or any part of it.

The insurer will pay for loss of or damage to the insured vehicle (and its permanently fitted accessories and spare parts) that you hire, lease or temporarily use in place of your vehicle which is out of use for an overhaul or for upkeep and/or repair by a business in the motor trade, caused by an insured event, but not as a result of theft or hijacking or any attempt at theft or hijacking of the insured vehicle or any part of it.

The insurer will cover you up to the reasonable retail value of your insured vehicle as stated in your schedule.

### 4. Laid-up cover

If your vehicle is insured under this type of cover, the insurer will cover you only for the loss of or damage to the vehicle which results from fire, lightning, explosion or from self-ignition, or by theft

or attempted theft when you or anyone permitted to drive the insured vehicle is not using it and it is in a secure place.

If your vehicle will be out of use for a continuous period of **60 days** and more, and this is not as a result of any loss or damage covered by this policy, the insurer may suspend the cover and refund you part of the premium for the laid-up period.

The insurer will pay this refund when you ask for the cover to start again.

If you want the insurer to suspend cover, you must request them to do so in writing.

During the period when cover is suspended, the insurer will continue to provide cover for loss or damage caused by fire or theft while the vehicle is in a locked private garage.

The cover is not available if your vehicle is a caravan or mobile home.

The insurer will **not** pay for

- a. loss of use, reduced value, wear and tear, or mechanical, electrical or computer breakdowns, failures or breakages
- b. loss of value following repair
- c. loss or damage arising from theft while the ignition keys of your vehicle have been left in or on the vehicle
- d. damage by pests.

### 5. Territorial limits

The insurer will cover you in the Republic of South Africa, Namibia, Mozambique, Lesotho, Botswana, Swaziland, Zimbabwe, Malawi, Tanzania, Zambia, Kenya, Angola and Uganda.

### 6. Third party, fire and theft only

If your vehicle is insured under this type of cover, the insurer will pay only for the loss or damage for which you are legally liable to a third party if the legal liability arises from an insured event involving the insured vehicle, or for loss of or damage to the insured vehicle which results from fire, lightning, explosion or self-ignition, or from theft or attempted theft.

### 7. Third party only

If your vehicle is insured under this type of cover, the insurer will pay only for the loss or damage for which you are legally liable to a third party if the legal liability arises from an insured event involving the insured vehicle.

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## SPECIFIC CONDITIONS FOR THIS SECTION

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The specific conditions below also apply to Section 7: Motorcycles, Section 8: Caravans and Trailers, Section 9: Classic Motors and Section 10: Legal Liability to Third Parties, where relevant and applicable.

1. You must take all reasonable steps to protect the insured vehicle from loss or damage.
2. You must keep the insured vehicle in good running order and a roadworthy condition.
3. If the insured vehicle or any part of it does not comply with or in any way meet any of the required conditions for roadworthiness as set out in the Road Traffic Act (or any law that replaces it, or any provincial or local laws which apply to your motor vehicle), then all benefits (payouts) from any claim you may make under this policy will fall away and the insurer will have no legal liability to you or any other party in respect of any claim under the Motor section of this policy.
4. The insurer must be able to examine your insured vehicle at any time.
5. If, while your vehicle is insured under this policy, your driver's licence or that of any person who drives your insured vehicle is endorsed, suspended or cancelled, or if you or any person who drives your insured vehicle is charged with or convicted of negligent, reckless or improper driving, you must notify the insurer in writing immediately. In these circumstances the insurer may choose to either endorse or cancel the policy.
6. If, after an insured loss or damage has occurred,
  - a. a part, accessory or fitment needed to repair your vehicle is not available
  - b. the repairers have made every reasonable attempt to obtain the necessary part for at least **60 days** from the date you made the claimthe insurer will pay you an amount equal to the value of the part at the time of loss or damage.

The insurer will pay for the part at the price stated in the most recent price list that applies to your vehicle, plus any increase in the price due to inflation from the date of the price list to the date of settlement of your claim.
7. If your schedule states that your vehicle has a tracking device or other security device, then the insurer will not cover you for any claim relating to theft or hijacking of your insured vehicle if the device is not in full working order at the time that the loss occurs, unless you can prove that the device has been adequately maintained and tested by the security company that installed it.

# WHAT THE INSURER OFFERS

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## 1. Your cover

If your vehicle or any part of it is lost or damaged, the insurer may decide either to pay to repair or replace it, or pay you an amount equal to the loss or damage. If you bought your vehicle on a hire purchase or similar agreement, then the insurer will pay the owner of the vehicle in terms of the agreement, and once the owner has been paid, you have no further claims against the insurer.

The maximum amount that the insurer will pay for loss of or damage to your insured vehicle will be the lowest of the amounts

- stated in your schedule, or
- the listed retail value, or
- the agreed value (whichever one applies) of the vehicle.

The insurer will pay the lowest of these amounts and this will depend on the type of cover you have chosen as stated in your schedule.

The following cover types are available under this section and are defined under Section 6: Motor, Specific definitions:

- Comprehensive
- Comprehensive, excluding theft and hijack
- Third party, fire and theft only
- Third party only
- Laid-up, fire and theft only.

The insurer will cover you only if the insured event occurs in any of the countries listed under Section 6: Motor, Specific definitions, Territorial limits.

The insurer will not cover you where the insured event that gives rise to a claim occurs outside the Republic of South Africa, if your vehicle has been outside the Republic of South Africa for longer than a continuous period of **30 days**.

The insurer will not cover you for loss or damage which occurs outside of the Republic of South Africa, if you have used the insured vehicle outside of South Africa for more than a total of **90 days** during any period of insurance.

The insurer will cover you against loss of or damage to the vehicle while it is being transported by sea or air, between ports or places in the countries in which the cover under this policy is valid, including during loading and unloading.

## 2. New vehicles

If within one year of your insured vehicle first being registered as a new vehicle or of it first being used, it is

- a. stolen or hijacked and not recovered and returned to you within a reasonable period, or
- b. damaged and the cost of the repairs is more than 70% of the reasonable retail value, including tax at the date of the damage occurring,

then the insurer will either

- a. replace your vehicle with a new one, or
- b. pay the cost of purchasing a new vehicle of the same or similar make and model, up to the lesser of the reasonable retail value of the insured vehicle at the date of loss or the amount stated in your schedule.

If your vehicle is lost or damaged more than one year of your insured vehicle first being registered as a new vehicle or of it first being used, the maximum amount the insurer will pay you will be the retail value of the insured vehicle at the time of loss or damage.

## 3. No excess payable

- a. You will not pay the basic excess stated in your schedule for any claim where
  - i. you, your spouse or life partner, or any driver named in your policy is driving the vehicle or it is in your/their care and control
  - ii. as long as the driver is **55 years** of age or older
  - iii. has been a licensed driver for **5** or more years.
- b. You will not pay a basic excess, except if you have chosen to pay a voluntary excess, for any claim where
  - i. the vehicle is less than **12 months** old from the date it was first registered, and
  - ii. you, your spouse or life partner or main driver (stated in your schedule) is the driver and it is in your or his/her control,

provided that there is no endorsement (a note indicating a change) in your policy schedule which overrides (takes the place of) this benefit.

- c. You will not pay a basic excess if you have had an approved tracking system installed in your insured vehicle and it is stolen or hijacked, provided that the tracking system has been adequately maintained and regularly tested.

# AUTOMATIC EXTENSIONS OF COVER

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These extensions of cover are automatically part of the comprehensive motor cover option and the comprehensive motor cover option excluding theft and hijacking.

## 1. Authorising emergency repairs

If your claim is valid under this section, the insurer will cover you for emergency repairs up to the amount stated in your schedule to enable you to continue your journey.

You may give permission for these repairs to be done without first obtaining permission from the insurer, provided that you send a full, itemised invoice to the insurer.

## 2. Changes to your vehicle because of physical injury

The insurer will pay the fair and reasonable costs, up to the amount stated in your schedule for the insured vehicle, towards essential changes you need to make to the insured vehicle as a result of your permanent and identifiable physical disability which

- is caused by a sudden and unexpected accident
- occurs during the period for which you are insured
- results in your having to rely on a wheelchair for mobility when you are out of a vehicle.

## 3. Child seat

If you have a child seat fitted in your insured vehicle and your insured vehicle is involved in an accident or is damaged by fire or theft/hijacking, and the child seat is either lost or damaged, the insurer will pay the amount as stated in your schedule or replace the car seat.

## 4. Delivery after repairs

The insurer will cover you for the reasonable costs of having your insured vehicle delivered to your insured address as stated in your schedule once the repairs agreed to have been completed.

## 5. Difference in excess for a hired vehicle

If your vehicle is the subject of a valid claim which is pending under this policy and you have rented a substitute vehicle while your insured vehicle is being repaired or replaced, and the rented vehicle is stolen or damaged while you are using it, the insurer will cover you for the difference in excess, if the excess for the hired vehicle is higher than the excess payable in respect of your insured vehicle under this section.

This cover will apply only if you have taken up the insurance offered by the car hire company that the insurer appoints and is subject to the amount as stated in your schedule.

## 6. Fire extinguishing charges

The insurer will pay the reasonable costs of extinguishing or fighting a fire,

provided that

- a. the costs are not more than the amount as stated in your schedule
- b. you are legally liable for these costs
- c. the insured vehicle was on fire or was in imminent danger of being damaged by fire.

## 7. Four x Four

The extensions listed below apply only to 4x4, 2x4 (with differential lock) or all-terrain vehicles (other than motorcycles or quad bikes) which are stated in your schedule and which are insured for comprehensive motor cover. If the insured vehicle is outside the Republic of South Africa, cover is restricted to damage to this insured vehicle only.

### *Return of vehicle to South Africa*

- a. If your claim is valid under this section, the insurer will cover you for emergency repairs up to the amount as stated in your schedule to enable you to continue your journey. You may give permission for these repairs to be done without first obtaining permission from the insurer, provided that you send a full, itemised invoice to the insurer.
- b. If it is uneconomical to repair the insured vehicle and you do not return it to the Republic of South Africa, you will have to prove in a manner acceptable to the insurer that it is not economical to repair the insured vehicle before the insurer will accept your claim.

The insurer will calculate the value of the wreckage at 20% of the amount for which the vehicle is insured as stated in your schedule.

The insurer will first subtract this amount from any benefit that is due to you under the policy and the reduced amount will be paid to you. You will have no further claim against the insurer.

It is important to note that the insurer does not cover your legal liability to third parties outside the Republic of South Africa under this section.

### *Winching equipment*

The insurer will cover you for damage to the vehicle due to the sudden and unexpected mechanical or electrical breakdown, failure or breakage of the winching equipment up to the amount as stated in your schedule.

This cover excludes breakdown and failure or breakage in the following circumstances:

- a. Where it is linked to faulty design, faulty parts or faulty repair, or to operating the winching

# AUTOMATIC EXTENSIONS OF COVER

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equipment beyond the levels recommended by the manufacturer or supplier

- b. Because of wear and tear or gradual deterioration of the equipment's parts or components, or cables or coupling devices that deteriorate with use

## 8. Head, tail or spotlight damage

The insurer will cover you for the costs of replacing any head, tail or fitted spotlights that are damaged by accident, even if there is no damage to the vehicle.

The insurer will cover you up to the amount as stated in your schedule.

The excess stated in your schedule for window glass claims also applies to damaged head, tail or fitted spotlights.

Your claim-free group is not affected by a claim for head, tail or fitted spotlights that are damaged.

## 9. Imported parts

If a part that the repairers need to repair your vehicle after it has suffered loss or damage is not available in the Republic of South Africa as a standard part, the insurer will pay the cost of air freighting or importing the part up to the amount as stated in your schedule.

The insurer will not pay any additional costs that you might incur as a result of any delay in the repair of your vehicle owing to the part not being readily available.

## 10. Locks and keys

The insurer will cover you for the cost of replacing locks and keys, including cardkeys and remote controls, and, if necessary, the reprogramming of any coded security system of your vehicle up to the amount as stated in your schedule as a result of

- a. damage to locks
- b. the theft or disappearance of keys or remote controls
- c. the reasonable belief that an unauthorised person may have a duplicate key, cardkey or remote control.

The excess stated in your schedule for locks and keys will apply.

Your claim-free group is not affected by a claim for locks and keys.

## 11. Medical expenses, trauma treatment and injury causing death

- a. Medical expenses following a motor accident
  - The insurer will cover you for medical expenses you may have to pay for as a

direct result of a motor accident that results in bodily injury to anyone travelling in your vehicle. The cover is limited to the amount stated in your schedule.

- At the time of the accident/injury, the passenger must be seated in the vehicle's enclosed passenger compartment.
- The insurer will not be legally liable for any medical expenses which can be recovered from any other private or statutory insurance fund or facility.

## b. Expenses following hijacking or attempted hijacking

- The insurer will cover you for medical expenses you may have to pay as a result of you or the driver or any passenger travelling in the vehicle requiring professional counselling following a hijacking or attempted hijacking, or requiring medical attention or suffering bodily injury, death or trauma. The cover is limited to the amount stated in your schedule.
- The insurer will not be legally liable for any medical expenses which can be recovered from any other private or statutory insurance fund or facility.
- The insurer will cover funeral costs up to the amount stated in your schedule due to hijacking of your insured vehicle.

## 12. Radios, various players and specified (listed/named) accessories

If your fitted car radio, tape player, record player, compact disc player, MP3 player, DVD player and audio and audiovisual accessories and accessories of a similar nature, as well as accessories you have specified, are lost or damaged, the insurer will cover you up to the amount stated in your schedule. The excess stated in your schedule for each of these items will apply.

If you wish to increase the benefit you may claim for in the event of loss of or damage to the items, you must insure the equipment as specified items and pay an additional premium for the cover.

The insurer will provide cover in respect of these accessories which are temporarily removed from the insured vehicle for safety reasons or to have them repaired or serviced, or similar purpose.

## 13. Repatriation costs

If the vehicle is accidentally damaged in the countries where you are covered for the insured vehicle and you have a valid claim under this policy, the insurer will pay up to the amount stated in the schedule for the cost of returning the insured vehicle to the Republic of South Africa.

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# AUTOMATIC EXTENSIONS OF COVER

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## 14. Replacing your vehicle

The insurer will replace your insured vehicle with a vehicle of the same or a similar make and model limited to the amount as stated in your schedule, under the following conditions:

- a. You have a valid claim under this policy.
- b. The insurer has decided it is not economical to repair your vehicle.
- c. Your vehicle has been stolen and has not been recovered within a reasonable period.
- d. The same or similar vehicle is available on the local vehicle market.

If you wish the insurer to pay you out instead of replacing your insured vehicle, the insurer may decide to do so, but their payment to you will not be more than the cost of the replacement vehicle that they have sourced.

## 15. Reward for information

The insurer has sole discretion in deciding to pay a reward of up to the amount as stated in your schedule to any person or organisation (but excluding you or the police) for information that helps the police arrest and convict any person who committed a crime which resulted in loss or damage for which you are insured and can claim.

## 16. Transport cover

The insurer will cover you against loss of or damage to the vehicle while it is being transported by sea or air, between ports or places in the countries in which the cover under this policy is valid, including during loading and unloading.

## 17. Tracking device

If you have a tracking system in good working order in your vehicle and the vehicle is damaged and cannot be repaired or stolen and not recovered, the insurer will pay you for the actual cost of an approved vehicle tracking company installing a tracking system in your replacement vehicle, provided that

- the cost of the tracking device including installation is not more than the amount as stated in your schedule
- the insurer gives their permission for the installation.

## 18. Tow-in costs and vehicle protection

If you have a valid claim for your vehicle under this policy, the insurer will pay the reasonable costs to recover and safeguard your vehicle and move it to the closest repairer.

## 19. Vehicle transfer cover (for any vehicle you buy)

The insurer will cover the loss of or damage to a vehicle you have purchased for the first **72 hours** after you have taken possession of the vehicle, provided that the following conditions exist:

- a. You purchase the vehicle from a registered motor dealer.
- b. The seller has no insurance that covers the vehicle.
- c. You have at least one vehicle insured for comprehensive cover under this policy.
- d. You must add the new vehicle to your existing comprehensive cover policy before the insurer will accept the claim.
- e. The cover will be limited to loss or damage caused while the vehicle is in the care of or being used by you, your spouse or any other insured drivers as stated in your schedule.

If you claim and the insurer decides that it is uneconomical to repair your vehicle, the payment the insurer will make to you will not be more than the lowest of

- the reasonable retail value of the vehicle you bought
- the amount for which you insured the vehicle as stated in your schedule
- the cost of replacing the vehicle with one of the same or similar make and model.

Cover is limited to the lower of R750 000 or the highest insured value of the existing insured vehicle.

## 20. Window glass

The cover for damage to or loss of any permanent window glass fitted to an insured vehicle is limited to the amount stated in your schedule unless there is simultaneous loss or damage to other parts of the insured vehicle resulting from the same cause.

If the glass is repaired and not replaced, then you will not have to pay the basic excess.

Your claim-free group is not affected by a claim for window glass only.

## 21. Wreckage removal costs

The insurer will cover the reasonable costs and expenses to clean up and remove the debris or wreckage resulting from an accident which results in a valid claim under this policy.

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# OPTIONAL EXTENSIONS OF COVER

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These extensions are optional and will be stated in your schedule if you chose to include them. An additional premium will apply to these extensions.

## 1. Cover for credit shortfall

The insurer will pay the difference between the value of the insured vehicle as stated in your schedule and the outstanding amount you owe in terms of the credit agreement or finance contract that you entered into, up to a maximum of 10% of the amount for which your vehicle is insured.

The insurer will pay this difference only if you have a valid claim and

- they consider the vehicle to be beyond economic repair after loss or damage, or
- the vehicle is stolen and not recovered within a reasonable period.

The credit agreement that you entered into must be a valid credit agreement in terms of the National Credit Act (Act No. 34 of 2005).

The insurer will pay any amount still outstanding on your credit agreement, less

- a. any instalments in arrears (earlier instalments that you did not pay) or rentals, including the interest you must pay on the arrears
- b. all refunds of your premium due to you for the cancellation of any insurance cover relating to the vehicle
- c. the increased instalments or rentals that you would have had to pay to ensure that there was no capital value due at the end of the finance period. These are worked out to the month in which the insurer settles the claim.

This applies if the credit agreement provided for you to pay lower instalments at the beginning of the credit/loan period and higher instalments later on. In this case, the insurer will not cover you for the balance that you owe. They will cover you only for what you still would have owed if you had arranged to pay back the loan in equal instalments over the period of the loan. The insurer is not legally responsible for any remaining amount that is recorded in the finance agreement.

## 2. Car hire conditions

- a. If the insurer has accepted your claim under this section of the policy and you cannot use your vehicle or it is being repaired, then the insurer will supply you with a hired car, if one is available, according to what you have chosen as stated in your schedule.
- b. The insurer will supply the hired car only after they have received full details of the claim.

c. The insurer will supply the hired car to you for a period no longer than the number of days stated in your policy schedule. The hire period will end as soon as any of the following takes place:

- The date on which the vehicle is repaired, if the insurer has authorised its repairs
- The date on which the insurer settles your claim
- The date on which the insurer replaces the vehicle

d. The car hire option includes

- a vehicle of your choice as stated in your schedule from the various options the insurer has available
- unlimited kilometres
- car accident damage cover
- car theft cover
- airport surcharge
- tourism levy
- free delivery or collection for up to 25 kilometres from the nearest car hire company with which the insurer has a contract
- any two named drivers.

e. The insurer will not pay for the following:

- i. The costs listed below as stated in your schedule:
    - Delivery or collection fees for more than 25 kilometres from the nearest car hire company with which the insurer has a contract
    - The cost of any extra named drivers
    - One-way drop-off fees
    - Fuel deposit
    - Administration fees for traffic fines
  - ii. Breakage of windscreens or windows
  - iii. Damage by water and/or to the undercarriage
  - iv. Costs linked to operating the hired car
  - v. Traffic fines
  - vi. Any difference in car hire costs resulting from you using a more expensive car hire group than is stated in your schedule.
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## OPTIONAL EXTENSIONS OF COVER

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- f. You must have a valid credit card issued in your name with which to pay the car hire company for the above fees and excess.
- g. You must determine all costs for which you will be legally liable before you take delivery of the hired car.
- h. You will be supplied with a hired car only in the Republic of South Africa.
- i. If you need a hired car in Namibia, Lesotho, Botswana, Swaziland, Zimbabwe, Malawi or Mozambique, you may hire a car from a recognised car hire company in those countries. You must pay for the hire yourself and send the insurer a copy of the invoice. The insurer will pay you upon receipt of your invoice for the reasonable car hire costs incurred daily, up to the amount for which they would have been legally responsible per day had you hired a vehicle in South Africa.
- j. Where you hire a vehicle abroad, the insurer will not be legally liable for paying for the loss of or damage to the hired car and you must ensure that you take up the rental company's insurance cover.
- k. The insurer will not be legally liable for car hire expenses that you incur where there is loss or breakage of or damage to
  - the window glass arising from an accident that does not cause other damage to the insured vehicle as stated in your schedule
  - radios, tape decks, compact discs, MP3 Players, DVD players and other audio or audiovisual equipment by theft or attempted theft or malicious (intentional) damage
  - keys or remote-control devices
  - child seats.

### 3. Increased limit for window glass

The insurer will increase the limit of any claim for replacing window glass to the amount that is stated in your policy schedule under this extension.

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## SPECIFIC EXCLUSIONS FOR THIS SECTION

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The insurer will **not** cover the following:

1. The excess as stated in your schedule
2. Any event, injury, loss, damage and/or legal liability that occurs while you or anyone you allow to drive the insured vehicle with your expressed or implied consent
  - a. incurs loss or damage arising from theft of the insured vehicle while the ignition keys of your vehicle have been left in or on the vehicle
  - b. uses or drives it in any way other than according to the description of its use, or not in line with its specifications given in the manufacturer's booklet
  - c. is not fully licensed to drive your vehicle in terms of the law that applies to any territory listed under the territorial limits of this policy  
(This exclusion will not apply while you or any person who may drive your vehicle is learning to drive, provided that the learner driver complies with the laws and regulations for learner drivers.)
  - d. drives your insured vehicle while under the influence of alcohol or drugs, or while the alcohol content of the driver's blood is above the legal limit
  - e. uses your insured vehicle for commercial travelling, or for any business, trade or work, other than as stated in the proposal form of the policy
  - f. uses your insured vehicle to
    - carry goods or samples for trade purposes
    - carry passengers for hire or reward (other than vehicle sharing and under Section 9: Classic Motor on occasions where the vehicle is hired out for wedding ceremonies and matric farewells, provided that you, the nominated driver, are the sole driver on such occasions)
    - tow another vehicle for reward
    - rent it out
    - teach learner drivers to drive for reward
    - race or rally
    - compete in timing or trials or any driving on a motor track or a racing circuit, track obstacle course or test circuit
  - g. uses your insured vehicle to transport toxic waste, medical waste, explosives or other hazardous goods, for which you need permission from the authorities
  - h. uses your insured vehicle to carry any load or passengers that are above the capacity that your vehicle has been made for or is licensed to carry
  - i. uses your insured vehicle on airport property anywhere other than in the car park or drop-off zone
3. Any event, injury, loss, damage and/or liability that occurs while a member of the motor trade is looking after or has control of your insured vehicle, unless it is being overhauled, serviced or repaired or you have recently bought it and it is waiting to be collected from a recognised motor dealer
4. Any event, injury, loss, damage and/or liability that occurs because
  - a. you chose to abandon your insured vehicle after an accident, unless you felt that your life was in danger
  - b. your claim results from or is connected to an exchange, cash or credit sales agreement, or amounts to theft under false pretences and fraud
  - c. customs or other officials or authorities have demanded you forfeit your insured vehicle or have seized, detained, confiscated or requisitioned it
5. The depreciation or decrease or reduction in value of your insured vehicle whether caused by damage or loss arising from an insured event or from resultant repairs or from wear and tear or otherwise
6. Mechanical, electronic or electrical breakdown, failures or breakages, including any loss of or damage to any mechanical, electrical or electronic part as a result of that breakdown, failure or breakage
7. Gradual damage including wear and tear or other gradual processes including rust, oxidation, smoke, mildew, corrosion, decay or deterioration over time by any other means including infestation by pests
8. Damage to tyres from applying brakes or from punctures, cuts or bursts caused by road hazards or potholes, except for where the damage is as a result of an accident which also causes damage to other parts of the insured vehicle
9. Any secondary loss or damage flowing from or consequent to any loss which may give rise to a claim under this policy, including loss of income or profit
10. Payments, arrear payments, interest and finance charges which you owe due to you having purchased the insured vehicle through hire purchase or a similar agreement

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## SPECIFIC EXCLUSIONS FOR THIS SECTION

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11. An insured event that gives rise to a claim and which happens outside the Republic of South Africa, if your vehicle has been outside the Republic of South Africa for longer than a continuous period of **30 days**.
12. Loss or damage which occurs outside the Republic of South Africa, if you have used the insured vehicle outside of the Republic of South Africa for more than a total of **90 days** during any 12-month period of insurance.

## LEGAL LIABILITY TO THIRD PARTIES

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The cover provided under Section 10: Legal Liability to Third Parties affected by an insured event applies to Section 6: Motor

# Section 7 : Motorcycles

## WHAT THE INSURER OFFERS

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### 1. Your cover

If your vehicle or any part of it is lost or damaged, the insurer may decide either to pay to repair or replace it, or pay you an amount equal to the loss or damage. If you bought your vehicle on a hire purchase or similar agreement, then the insurer will pay the owner of the vehicle in terms of the agreement, and once the owner has been paid, you have no further claims against the insurer.

The maximum amount that the insurer will pay for loss of or damage to your insured vehicle will be the lowest of the amounts

- stated in your schedule, or
- the listed retail value, or
- the agreed value (whichever one applies) of the vehicle.

The insurer will pay the lowest of these amounts and this will depend on the type of cover you have chosen as stated in your schedule.

The following cover types are available under this section and are defined under Section 6: Motor, Specific definitions:

- Comprehensive
- Comprehensive, excluding theft and hijack
- Third party, fire and theft only
- Third party only

The insurer will cover you only if the insured event occurs in any of the countries listed under Section 6: Motor, Specific definitions, Territorial limits.

The insurer will not cover you where the insured event that gives rise to a claim occurs outside the Republic of South Africa, if your vehicle has been outside the Republic of South Africa for longer than a continuous period of **30 days**.

The insurer will not cover you for loss or damage which occurs outside of the Republic of South Africa, if you have used the insured vehicle outside of South Africa for more than a total of **90 days** during any period of insurance.

The insurer will cover you against loss of or damage to the vehicle while it is being transported by sea or air, between ports or places in the countries in which the cover under this policy is valid, including during loading and unloading.

### 2. New vehicles

If within one year of your insured vehicle first being registered as a new vehicle or of it first being used, it is

- a. stolen or hijacked and not recovered and returned to you within a reasonable period, or
- b. damaged and the cost of the repairs is more than 70% of the reasonable retail value, including tax at the date of the damage occurring,

then the insurer will either

- a. replace your vehicle with a new one, or
- b. pay the cost of purchasing a new vehicle of the same or similar make and model, up to the lesser of the reasonable retail value of the insured vehicle at the date of loss or the amount stated in your schedule.

If your vehicle is lost or damaged more than one year of your insured vehicle first being registered as a new vehicle or of it first being used, the maximum amount the insurer will pay you will be the retail value of the insured vehicle at the time of loss or damage.

### 3. No excess payable

- a. You will not pay the basic excess stated in your schedule for any claim where
  - ii. you, your spouse or life partner, or any driver named in your policy is driving the vehicle or it is in your/their care and control
  - iii. as long as the driver is **55 years** of age or older
  - iv. has been a licensed driver for **5** or more years.
- b. You will not pay a basic excess, except if you have chosen to pay a voluntary excess, for any claim where
  - i. the vehicle is less than **12 months** old from the date it was first registered, and
  - ii. you, your spouse or life partner or main driver (stated in your schedule) is the driver and it is in your or his/her control, provided that there is no endorsement (a note indicating a change) in your policy schedule which overrides (takes the place of) this benefit.
- c. You will not pay a basic excess if you have had an approved tracking system installed in your insured vehicle and it is stolen or hijacked, provided that the tracking system has been adequately maintained and regularly tested.

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# AUTOMATIC EXTENSIONS OF COVER

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These extensions of cover are automatically part of the comprehensive motor cover option and the comprehensive motor cover option excluding theft and hijacking.

## 1. Authorising emergency repairs

If your claim is valid under this section, the insurer will cover you for emergency repairs up to the amount as stated in your schedule to enable you to continue your journey.

You may give permission for these repairs to be done without first obtaining permission from the insurer, provided that you send a full, itemised invoice to the insurer.

## 2. Delivery after repairs

The insurer will cover you for the reasonable costs of having your insured vehicle delivered to your insured address as stated in your schedule once the repairs agreed to have been completed.

## 3. Imported parts

If a part that the repairers need to repair your vehicle after it has suffered loss or damage is not available in the Republic of South Africa as a standard part, the insurer will pay the cost of air freighting or importing the part up to the amount as stated in your schedule.

The insurer will not cover any additional costs that you might incur as a result of any delay in the repair of your vehicle owing to the part not being readily available.

## 4. Locks and keys

The insurer will cover you for the cost of replacing locks and keys, including cardkeys and remote controls, and, if necessary, the reprogramming of any coded security system of your vehicle up to the amount as stated in your schedule as a result of

- a. damage to locks
- b. the theft or disappearance of keys or remote controls
- c. the reasonable belief that an unauthorised person may have a duplicate key, cardkey or remote control.

The excess stated in your schedule for locks and keys will apply.

Your claim-free group is not affected by a claim for locks and keys.

## 5. Medical expenses, trauma treatment and injury causing death

- a. Medical expenses following a motor accident
  - The insurer will cover you for medical expenses you may have to pay for as a

direct result of a motor accident that results in bodily injury to anyone travelling in or on your vehicle. The cover is limited to the amount as stated in your schedule.

- At the time of the accident/injury, the passenger must either be seated in an attached side car or be riding as passenger on the motorcycle. In all cases, cover will be limited to one passenger only.
  - The insurer will not be legally liable for any medical expenses which can be recovered from any other private or statutory insurance fund or facility.
- b. Expenses following hijacking or attempted hijacking
- The insurer will cover you for medical expenses you may have to pay as a result of you or the driver or any passenger travelling in or on the vehicle requiring professional counselling following a hijacking or attempted hijacking, or requiring medical attention or suffering bodily injury, death or trauma. The cover is limited to the amount as stated in your schedule.
  - The insurer will not be legally responsible for any medical expenses which can be recovered from any other private or statutory insurance fund or facility.
  - The insurer will cover funeral costs up to the amount as stated in your schedule due to hijacking of your insured vehicle.

## 6. Radios, various players and specified (listed/named) accessories

If your fitted car radio, tape player, record player, compact disc player, MP3 player, DVD player and audio and audiovisual accessories and accessories of a similar nature, as well as accessories you have specified, are lost or damaged, the insurer will cover you up to the amount stated in your schedule. The excess stated in your schedule for each of these items will apply.

If you wish to increase the benefit you may claim for in the event of loss of or damage to the items, you must insure the equipment as specified items and pay an additional premium for the cover.

The insurer will provide cover in respect of these accessories which are temporarily removed from the insured vehicle for safety reasons or to have them repaired or serviced, or similar purpose.

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## AUTOMATIC EXTENSIONS OF COVER

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### 7. Replacing your vehicle

The insurer will replace your insured vehicle with a vehicle of the same or a similar make and model limited to the amount as stated in your schedule, under the following conditions:

- a. You have a valid claim under this policy.
- b. The insurer has decided it is not economical to repair your vehicle.
- c. Your vehicle has been stolen and has not been recovered within a reasonable period.
- d. The same or similar vehicle is available on the local vehicle market.

If you wish the insurer to pay you out instead of replacing your insured vehicle, the insurer may decide to do so, but their payment to you will not be more than the cost of the replacement vehicle that they have sourced.

### 8. Reward for information

The insurer has sole discretion in deciding to pay a reward of up to the amount as stated in your schedule to any person or organisation (but excluding you or the police) for information that helps the police arrest and convict any person who committed a

crime which resulted in loss or damage for which you are insured and can claim.

### 9. Tow-in costs and vehicle protection

If you have a valid claim for your vehicle under this policy, the insurer will pay the reasonable costs to recover and safeguard your vehicle and move it to the closest repairer.

### 10. Tracking device

If you have a tracking system in good working order in your vehicle and the vehicle is damaged and cannot be repaired or stolen and not recovered, the insurer will pay you for the actual cost of an approved vehicle tracking company installing a tracking system in your replacement vehicle, provided that

- the cost of the tracking device including installation is not more than the amount as stated in your schedule
- the insurer gives their permission for the installation.

### 11. Wreckage removal costs

The insurer will pay the reasonable costs and expenses to clean up and remove the debris or wreckage resulting from an accident which results in a valid claim under this policy.

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## OPTIONAL EXTENSIONS OF COVER

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These extensions are optional and will be stated in your schedule if you chose to include them. An additional premium will apply to these extensions.

### 1. Cover for credit shortfall

The insurer will pay the difference between the value of the insured vehicle as stated in your schedule and the outstanding amount you owe in terms of the credit agreement or finance contract that you entered into, up to a maximum of 10% of the amount for which your vehicle is insured.

The insurer will pay this difference only if you have a valid claim and

- they consider the vehicle to be beyond economic repair after loss or damage, or
- the vehicle is stolen and not recovered within a reasonable period.

The credit agreement that you entered into must be a valid credit agreement in terms of the National Credit Act (Act No. 34 of 2005).

The insurer will pay any amount still outstanding on your credit agreement, less

- a. any instalments in arrears (earlier instalments that you did not pay) or rentals, including the interest you must pay on the arrears
- b. all refunds of your premium due to you for the cancellation of any insurance cover relating to the vehicle
- c. the increased instalments or rentals that you would have had to pay to ensure that there was no capital value due at the end of the finance period. These are worked out to the month in which the insurer settles the claim.

This applies if the credit agreement provided for you to pay lower instalments at the beginning of the credit/loan period and higher instalments later on. In this case, the insurer will not cover you for the balance that you owe. They will cover you only for what you still would have owed if you had arranged to pay back the loan in equal instalments over the period of the loan. The insurer is not legally liable for any remaining amount that is recorded in the finance agreement.

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## EXCLUSIONS FOR THIS SECTION

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The general exclusions, specific exclusions noted under Section 6: Motor and the liability exclusions noted under Section 10: Legal Liability to Third Parties apply to Section 7: Motorcycles

**The following additional exclusions will also apply:**

1. Damage to or legal liability connected with any insured unlicensed motorcycle, quad bike or golf cart while you or anyone you allow to drive the vehicle drives it on a public road
2. The insurer will not be legally liable for the theft of accessories unless the motorcycle is stolen at the same time.

## LEGAL LIABILITY TO THIRD PARTIES

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The cover provided under Section 10: Legal Liability to Third Parties affected by an insured event applies to Section 7: Motorcycles

# Section 8 : Caravans and Trailers

## WHAT THE INSURER OFFERS

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### 1. Your cover

If your vehicle or any part of it is lost or damaged, the insurer may decide either to pay to repair or replace it, or pay you an amount equal to the loss or damage. If you bought your vehicle on a hire purchase or similar agreement, then the insurer will pay the owner of the vehicle in terms of the agreement, and once the owner has been paid, you have no further claims against the insurer.

The maximum amount that the insurer will pay for loss of or damage to your insured vehicle will be the lowest of the amounts

- stated in your schedule, or
- the listed retail value, or
- the agreed value (whichever one applies) of the vehicle.

The insurer will pay the lowest of these amounts and this will depend on the type of cover you chose as stated in your schedule.

The following cover types are available under this section and are defined under Section 6: Motor, Specific definitions:

- Comprehensive
- Third party, fire and theft only

The insurer will cover you only if the insured event occurs in any of the countries listed under Section 6: Motor, Specific definitions, Territorial limits.

The insurer will **not** cover you where the insured event that gives rise to a claim occurs outside the Republic of South Africa, if your vehicle has been outside the Republic of South Africa for longer than a continuous period of **30 days**.

The insurer will **not** cover you for loss or damage which occurs outside the Republic of South Africa, if you have used the insured vehicle outside of South Africa for more than a total of **90 days** during any period of insurance.

The insurer will cover you against loss of or damage to the vehicle while it is being transported by sea or air, between ports or places in the countries in which the cover under this policy is valid, including during loading and unloading.

## AUTOMATIC EXTENSIONS OF COVER

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These extensions of cover are automatically part of the comprehensive motor cover option.

### 1. Authorising emergency repairs

If your claim is valid under this section, the insurer will cover you for emergency repairs up to the amount as stated in your schedule to enable you to continue your journey.

You may give permission for these repairs to be done without first obtaining permission from the insurer, provided that you send a full, itemised invoice to the insurer.

### 2. Delivery after repairs

The insurer will cover you for the reasonable costs of having your insured vehicle delivered to your insured address as stated in the schedule once the repairs agreed to have been completed.

### 3. Locks and keys

The insurer will cover you for the cost of replacing locks and keys, including cardkeys and remote controls, and, if necessary, the reprogramming of

any coded security system of your vehicle up to the amount as stated in your schedule as a result of

- a. damage to locks
- b. the theft or disappearance of keys or remote controls
- c. the reasonable belief that an unauthorised person may have a duplicate key, cardkey or remote control.

The excess stated in your schedule for locks and keys will apply.

Your claim-free group is not affected by a claim for locks and keys.

### 4. Reward for information

The insurer has sole discretion in deciding to pay a reward of up to the amount as stated in your schedule to any person or organisation (but excluding you or the police) for information that helps the police

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## AUTOMATIC EXTENSIONS OF COVER

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arrest and convict any person who committed a crime which resulted in loss or damage for which you are insured and can claim.

### 5. Tow-in costs and vehicle protection

If you have a valid claim for your vehicle under this policy, the insurer will pay the reasonable costs to recover and safeguard your vehicle and move it to the closest repairer.

### 6. Wreckage removal costs

The insurer will pay the reasonable costs and expenses to clean up and remove the debris or wreckage resulting from an accident which results in a valid claim under this policy.

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## OPTIONAL EXTENSIONS OF COVER

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These extensions are optional and will be stated in your schedule if you chose to include them. An additional premium will apply to these extensions.

### 1. Cover for credit shortfall

The insurer will pay the difference between the value of the insured vehicle as stated in your schedule and the outstanding amount you owe in terms of the credit agreement or finance contract that you entered into, up to a maximum of 10% of the amount for which your vehicle is insured.

The insurer will pay this difference only if you have a valid claim and

- they consider the vehicle to be beyond economic repair after loss or damage, or
- the vehicle is stolen and not recovered within a reasonable period.

The credit agreement that you entered into must be a valid credit agreement in terms of the National Credit Act (Act No. 34 of 2005).

The insurer will pay any amount still outstanding on your credit agreement, less

- a. any instalments in arrears (earlier instalments that you did not pay) or rentals, including the interest you must pay on the arrears
- b. all refunds of your premium due to you for the cancellation of any insurance cover relating to the vehicle
- c. the increased instalments or rentals that you would have had to pay to ensure that there was no capital value due at the end of the finance period. These are worked out to the month in which the insurer settles the claim.

This applies if the credit agreement provided for you to pay lower instalments at the beginning of the credit/loan period and higher instalments later on. In this case, the insurer will not cover you for the balance that you owe. They will cover you only for what you still would have owed if you had arranged to pay back the loan in equal instalments over the period of the loan. The insurer is not legally liable for any remaining amount that is recorded in the finance agreement.

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## EXCLUSIONS FOR THIS SECTION

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The general exclusions, specific exclusions noted under Section 6: Motor and the liability exclusions noted under Section 10: Legal Liability to Third Parties apply to Section 8: Caravans and Trailers

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## LEGAL LIABILITY TO THIRD PARTIES

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The cover provided under Section 10: Legal Liability to Third Parties affected by an insured event applies to Section 8: Caravans and Trailers

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# Section 9 : Classic Motor

## SPECIFIC DEFINITIONS FOR THIS SECTION

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**Territorial limits:** The insurer will cover you in the Republic of South Africa and for a period not exceeding **30 consecutive days** in Lesotho and Swaziland.

## WHAT THE INSURER OFFERS

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### 1. Your cover

The insurer will cover you for any loss, damage, death, injury or liability to a third party arising in connection with the occurrence of an insured event in relation to the insured vehicle.

The insurer may decide whether to repair, reinstate or replace your vehicle or any part of the vehicle or its permanently fitted accessories or spare parts. Alternatively, the insurer may compensate you in cash for the amount of the loss or damage, but will not pay you more than the agreed value stated in your schedule, less any excess which is payable.

If you bought the vehicle on a hire purchase or similar agreement, then the insurer will pay the owner of the vehicle in terms of the agreement, and once the insurer has paid the owner, you can make no further claims against the insurer.

The following cover type is available and is defined under Section 6: Motor, Specific definitions:

- Comprehensive

### 2. Named driver clause

The insurer will cover the vehicle only while it is being driven by you or your spouse, or any driver named in your schedule, or by a mechanic who is carrying out repairs or maintenance.

### 3. Restricted mileage clause

The vehicle may do only 5 000 miles or 8 300 kilometres per year, unless it is stated differently in your schedule.

The mileage is worked out from the date on which your policy starts each year and at each anniversary date after that.

Once the vehicle has done the allowed mileage and you drive it further, all cover and benefits automatically end unless you have made an arrangement with the insurer before the vehicle reached its mileage limit and you have paid an extra premium.

### 4. No excess payable

- a. You will not pay the basic excess shown in your schedule for any claim where
  - you, your spouse or life partner, or any driver named in your policy is driving the vehicle or it is in your/their care and control
  - as long as the driver is 55 years of age or older
  - has been a licensed driver for 5 or more years.
- b. You will not pay a basic excess if you have had an approved tracking system installed in your insured vehicle and it is stolen or hijacked, provided that the tracking system has been adequately maintained and regularly tested.

### 5. Fire extinguisher clause

To qualify for cover in case of fire you must carry a SABS-approved fire extinguisher in the vehicle at all times.

# AUTOMATIC EXTENSIONS FOR THIS SECTION

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## 1. Authorising emergency repairs

If your claim is valid under this section, the insurer will cover you for emergency repairs up to the amount as stated in your schedule to enable you to continue your journey.

You may give permission for these repairs to be done without first obtaining permission from the insurer, provided that you send a full, itemised invoice to the insurer.

## 2. Cherished remains

You will have the first option to purchase the salvage or remains of your vehicle if the insurer declares that it is not economical to repair the vehicle. (This happens when the reasonable cost of repair is more than 70% of the agreed value stated in your schedule.) In this case, the purchase price of the salvage will be 25% of the agreed value, or 5% of the agreed value if the vehicle is burnt out by fire.

It is important to note that you will lose this option if your vehicle is underinsured to the extent that the reasonable retail value is more than 20% above the agreed value as stated in your schedule.

## 3. Delivery after repairs

The insurer will cover you for the reasonable costs of having your insured vehicle delivered to your insured address as stated in your schedule once the repairs agreed to have been completed.

## 4. Fire extinguishing charges

The insurer will pay the reasonable costs of extinguishing or fighting a fire,

provided that

- the costs are not more than the amount stated in your schedule
- you are legally responsible for these costs
- the insured vehicle was on fire or was in imminent danger of being damaged by fire.

## 5. Head, tail or spotlight damage

The insurer will cover you for the costs of replacing any head, tail or fitted spotlights that are damaged by accident, even if there is no damage to the vehicle.

The insurer will pay up to the amount as stated in your schedule.

The excess stated in your schedule for window glass claims also applies to damaged head, tail or fitted spotlights.

Your claim-free group is not affected by a claim for head, tail or fitted spotlights that are damaged.

## 6. Imported parts

If a part that the repairers need to repair your vehicle after it has suffered loss or damage is not available in the Republic of South Africa as a standard part, the insurer will pay the cost of air freighting or importing the part up to the amount as stated in your schedule.

The insurer will not pay any additional costs that you might incur as a result of any delay in the repair of your vehicle owing to the part not being readily available.

## 7. Protection during removal and delivery

If you have a valid claim for the repair of your vehicle under this policy, the insurer will pay the reasonable costs to safeguard your vehicle and move it to the closest repairer after it has suffered loss or damage.

The insurer will also pay for the reasonable costs of delivering your vehicle from the place authorised to repair it or the place of safe storage to your address as stated in your schedule.

## 8. Replacing your vehicle

The insurer will replace your insured vehicle with a vehicle of the same or a similar make and model limited to the amount as stated in your schedule, under the following conditions:

- You have a valid claim under this policy.
- The insurer has decided it is not economical to repair your vehicle.
- Your vehicle has been stolen and has not been recovered within a reasonable period.
- The same or similar vehicle is available on the local vehicle market.

If you wish the insurer to pay you out instead of replacing your insured vehicle, the insurer may decide to do so, but their payment to you will not be more than the cost of the replacement vehicle that they have sourced.

## 9. Temporarily detached parts

The insurer will pay you for the loss of or damage to parts that were temporarily removed or detached from your insured vehicle as long as

- the value of the temporarily detached parts does not exceed 25% of the agreed value of your insured vehicle as stated in your schedule
- the parts were removed or detached from your insured vehicle for service or repair
- the parts were in your care or control or with a recognised repairer and were kept in a locked garage or, if in transit to the repairer, the parts were adequately stowed.

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## AUTOMATIC EXTENSIONS FOR THIS SECTION

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### 10. Window glass

The insurer will pay up to the amount as stated in your schedule for replacing or repairing window glass or for any scratches on the bodywork of your vehicle caused directly by the broken glass.

If the glass is repaired and not replaced, then you will not have to pay the excess.

### 11. Wreckage removal costs

The insurer will pay the reasonable costs and expenses to clean up and remove the debris or wreckage resulting from an accident which results in a valid claim under this policy.

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## EXCLUSIONS FOR THIS SECTION

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The general exclusions, specific exclusions noted under Section 6: Motor and the liability exclusions noted under Section 10: Legal Liability to Third Parties apply to Section 9: Classic Motor

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## LEGAL LIABILITY TO THIRD PARTIES

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The cover provided under Section 10: Legal Liability to Third Parties affected by an insured event applies to Section 9: Classic Motor

# Section 10 : Legal Liability To Third Parties

## SPECIFIC DEFINITIONS FOR THIS SECTION

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**Insured event:** death or bodily injury of any person or accidental loss of or damage to tangible property of any person for which you become legally liable to pay for damages, as well as the claimants' costs and expenses arising out of or in connection with the ownership or

use of the insured motor vehicle, including the towing of any single insured vehicle, loading and unloading, or other vehicle (other than for reward) occurring during the period of insurance.

## WHAT THE INSURER OFFERS

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### 1. 1. Your cover

The insurer will cover you for claims up to the amount as stated in your schedule for any insured event including the costs and expenses you incur or are incurred on your behalf or for which you become legally liable, including the costs you incur in the defence of any action brought against you for an insured event, provided that such costs and expenses are incurred with the insurer's prior written consent.

If you are involved in an insured event, the insurer will

- a. cover you
- b. cover any person who is temporarily driving or using the insured vehicle with your express or implied permission provided that the person
  - is not entitled to cover under any other policy
  - complies with and fulfils all obligations under this policy and is subject to the terms, conditions and exclusions of this policy as though he/she were you
  - to your knowledge has not been refused any motor vehicle insurance or renewal thereof
- c. cover any passenger in the insured vehicle against all sums including claimant costs and expenses for which you or they become legally liable as a result of an insured event resulting from their occupancy of the insured vehicle
- d. cover you for insured events while you are temporarily driving a vehicle other than the insured vehicle (with a carrying capacity not exceeding 10 persons) or goods vehicle (with a gross mass not exceeding 3 500kg):

- not owned by you; and
- not leased or hired or being purchased by you under a credit or similar agreement.

Damages to the motor car are excluded.

The insurer will also pay the costs and expenses you incur with their prior written consent which relate to the defence of any civil or criminal action brought against you and for obtaining representation for you at any inquest or fatal accident enquiry as a result of an insured event, provided that the total combined legal liability of any claim and such associated costs will be limited to the amount as stated in your schedule.

### 2. Territorial limits for legal defence and associated costs

This section of the policy is subject to an insured event happening anywhere in the Republic of South Africa or, while for a period not exceeding 30 consecutive days, the insured vehicle is in Mozambique, Namibia, Lesotho, Botswana, Swaziland, Zimbabwe, Malawi, Tanzania, Zambia, Kenya and Uganda.

### 3. Jurisdiction

The insurer will not accept any legal liability in respect of any judgment or cost order awarded against you where the insured event giving rise to the claim against you occurs outside of Republic of South Africa unless such judgment or cost order is obtained through a court of the Republic of South Africa.

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## SPECIFIC EXCLUSIONS FOR THIS SECTION

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The insurer will **not** cover you for legal liability relating to or arising from or in any way associated with

1. compensation which falls within the scope of any compulsory motor vehicle insurance law in any of the territories where this cover applies, even where no such compulsory insurance is maintained
2. damage to property belonging to or held in trust by or in the custody or control of you, your family, the driver of the insured vehicle, or any person covered by the policy while such property is being transported or loaded or unloaded
3. you having entered a contract or agreement, unless such liability would in any event have ensued without you entering into such contract, or from any fraudulent act or misrepresentation by another person
4. death of or bodily injury to members of your family permanently residing with you, or, if the vehicle is being driven by someone other than you, such driver's family members permanently residing with them
5. death of or bodily injury to any person in your employment, or, if the vehicle is being driven by someone other than you, such driver's employee, other than a domestic employee, and which arises out of, and in the course of, such employment
6. death of or bodily injury to persons carried in or on or getting on or off any caravan or trailer
7. death of or bodily injury to persons carried in or on or getting on or off any vehicle being towed by the insured vehicle
8. death of or bodily injury to persons carried outside the passenger compartment of the insured vehicle at the time of the insured event
9. death of or bodily injury to passengers (other than excluded by exclusion 4. above) in or on any motorcycle or attached sidecar for any claim in excess of R100 000 resulting from any one accident or series of accidents arising out of one event
10. death of or bodily injury to any passengers on a quad bike or off-road bike
11. amounts exceeding the amount of R500 000 for death, bodily injury and damage to property if the quad bike or off-road bike is being driven by a person under the age of 16 years
12. any amount exceeding R500 000 for death, bodily injury and damage to property if the golf caddy/cart/lawnmower is being driven by a person under the age of 16 years
13. the use of watercraft, if the total length of the watercraft exceeds 8 metres
14. any vehicle while it is being used for racing, speed testing, hill climbs or trials
15. Death or injury to any person getting onto or off the motorcycle
16. Loss of or damage to property being carried in or on the motorcycle

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## Section 11 : Watercraft

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The details of cover under this section will be supplied to you by way of an attachment to your policy.

## Section 12 : Personal Accident

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The details of cover under this section will be supplied to you by way of an attachment to your policy.

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# Notes

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# *Insuring the Individual.*

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