NEDBANK INSURANCE

MYCOVER

TERMS AND CONDITIONS

This policy is underwritten by Nedgroup Insurance Company Limited Reg No 1993/001021/06. Authorised financial services provider (FSP 41104).

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GENERAL CONDITIONS AND EXCLUSIONS

GENERAL CONDITIONS AND EXCLUSIONS

Cover under this policy is provided subject to the following General conditions and exclusions.

GENERAL CONDITIONS

1. BASIS OF THIS POLICY

This policy, the schedule, our correspondence to you, your application for insurance and any statement, written or spoken that you make or is made on your behalf, forms the contract between you and us.

2. COVER PROVIDED BY THIS POLICY

2.1 We will provide cover under this policy only if we have received your premium in terms of general condition 4.

2.2 This policy does not cover an insured event or section if either the insured amount or the limit of compensation shown in the schedule:

2.2 a has no monetary amount next to it or is blank;

2.2 b is shown as nil; or

2.2 c is shown as 'not applicable'.

2.3 We will not compensate you under more than one section of this policy for loss or damage if the loss or damage is covered by more than one section.

3. PERIOD OF THIS POLICY

3.1 **Monthly paid policies**
The period of this policy is initially the period from the start date of this policy, as shown on the schedule, to the last day of the calendar month in which the start date occurs. After that, the period of this policy will be one calendar month.

3.2 **Annually paid policies**
The period of this policy is initially the period from the start date of the policy as shown on the schedule to midnight on the day before the start date of the following year.

4. PREMIUM PAYMENTS

4.1 **Monthly premium payment by debit order**
You must pay your premium every month by debit order before the beginning of the month to which cover applies. If you pay by debit order, we will present your debit order to your paying agent on the date shown in the schedule.

4.1 a If we do not receive your premium by the date shown in the schedule, we will present your debit order again and collect it with your debit order for the next month.

4.1 b If we cannot collect the outstanding amount your policy will end on the last day of the month for which we have received your premium.

4.2 **Annual premium payment by debit order**

4.2 a You must pay your premium every year by debit order before the beginning of the year to which cover applies. The year does not have to start in January – it can start in any month of the year. We will present your debit order to your paying agent on the date shown in the schedule.

4.2 b If we do not receive your premium by the date shown in the schedule, we will present your debit order again and collect it no later than 31 days from the first collection.

4.2 c If we cannot collect this debit order, this policy will end on the last day of the Annual period for which we have received your premium.

4.3 **Annual payment by electronic funds transfer (EFT)**
If you pay your premium yearly by EFT, you must pay the premium to us by the start or renewal date of your policy. If we do not receive your premium within 31 days from the start or renewal date, your policy will end on the last day of the Annual period for which we have received your premium.

5. CHANGES TO THE POLICY

We may change this policy by giving you 31 days' written notice of the changes at your last known address as shown on the schedule.

6. CANCELLATION

This policy or any section may be cancelled or changed.

6.1 You may cancel this policy or any section at any time.

6.2 We may cancel this policy, any section, or part of it by giving you 31 days' written notice of the cancellation at your last known address as shown on the schedule.

7. CLAIMS

7.1 **Claim preparation costs**

7.1 a We will compensate you for costs you incur to produce and certify any details that we may require in terms of 7.2 b to enable us to process any claim you may have.

Limit: R10 000 for each claim.

7.2 **How to claim**

7.2 a You must tell us as soon as possible of any event that may result in a claim and if any other policy that you have covers the same event.

7.2 b You must give us full details of the event within 31 days, and all the documents we may need.

7.2 c You must tell us immediately in writing if you become aware of any possible prosecution, legal proceedings or claim against you after an event.

7.2 d You must report any event that involves theft, or any other criminal act to the police immediately.

7.2 e You may not, without our written consent, admit liability, make an offer or promise or pay for any event that may result in a claim.

7.2 f You may not, without our written consent, agree to any partial payment or any settlement that any third party offers to you as compensation for loss, damage or liability that your policy covers.

7.3 **How we settle claims**

We may settle your claim in any one or more of the following ways:

7.3 a Repairing

7.3 b Replacing

7.3 c Reinstating

7.3 d Paying cash

7.3 e Any combination of these

Limit: Amount shown in the schedule, less any excess. If we replace or repair, we will do so only as circumstances reasonably allow and will use our preferred suppliers or repairers.

Before we finalise or settle any claim, we may require you to sign an agreement of loss.

7.4 **Our rights after an event which may lead to a claim**

7.4 a You must allow us or our appointed agent to enter the premises where the event took place and to take possession of any damaged insured property. You may not abandon any property to us, whether we have taken possession of it or not.

7.4 b You must give us all information and help that we need. We may also take over the recovery, defence or settlement of a claim and handle it in your name.

7.4 c We may, at any time, give up control of any defence, settlement or proceedings and pay you the full amount of our liability, or any lesser amount for which the claim can be settled. If we do so, we will no longer have any further liability.

7.4 d If this policy insures you and any other person, we may give any compensation to the other person and we will no longer have any further liability.

7.5 **Time limits**

7.5 a If we reject your claim or dispute the claim amount, which decision was communicated in writing, you may within 90 days from the date of our communication make written representation to us.

7.5 b If we still reject your claim or dispute the claim amount, you may start legal proceedings against us. You must do this within 180 days from the date on which we communicated your written representations.

7.5 c We are not liable after 12 months from the date of the event, that gives rise to the claim unless the claim is:

7.5 c (i) the subject of pending court action or arbitration; or

7.5 c (ii) for amounts for which you may become legally liable.

7.6 **No premium refund for an item or event if a claim is settled**

7.6 a If we compensate you for a claim, we will not refund any premium for the remainder of the period of your insurance for that event or item.

7.7 **Fraudulent or wilful acts**

You will lose all rights to claim under this policy if:

7.7 a a claim or any part of it is fraudulent or if you or anyone acting on your behalf uses any fraudulent means to obtain any benefit under this policy;

7.7 b a claim happens due to a deliberate, or wilful, or intentional act committed by you or with your involvement or anyone acting on your behalf;

7.7 c the claim information is untrue or if the documents to support your claim are fraudulent; or

7.7 d you or anyone acting on your behalf exaggerates the extent of the claim.

8. DUTY OF CARE

You must take all reasonable precautions and care to prevent or minimise loss, damage, death, injury or liability.

9. YOUR RIGHTS

You (in this paragraph meaning the names set out in the schedule) may not cede or assign your rights or obligations to another person. No other person may make a claim against us.

10. OTHER INSURANCE

If a claim is payable under this policy and under any other policy , we will only pay our proportional share of the claim.

11. DISCLOSURE OF INFORMATION THAT AFFECTS THE RISK

For this general condition, the term 'you' includes any person acting on your behalf.

We may declare the whole or any part of this policy invalid if you:

11.1 have not given us all the details that affect the risk; or

11.2 have misrepresented or misdescribed any details that affect the risk.

You must tell us immediately of any change in the risk. If the risk changes, then we may change the cover and premium from the date of the change. If you do not tell us about any material changes in the risk, we will be entitled to void the policy or reject any claim that occurred after the change in the risk.

12. REINSTATEMENT OF INSURED AMOUNTS OR LIMITS OF COMPENSATION

We will not reduce the insured amounts or limits of compensation shown in the schedule by the amount of any claim, unless we state otherwise.

13. NO-CLAIM DISCOUNT

13.1 You can get a no-claim discount for some sections of your policy, as indicated in your policy schedule.

13.2 If you have not claimed during the 12 months before the renewal date of your policy, you may earn a discount on your premium according to our scale of premiums. If we settle one or more claims, we will adjust your premium according to our scale of premiums.

13.3 Claims against the types of cover marked (*) will not affect your no-claim discount.

14. EXCESS

The excess is the amount you must pay before we can settle a claim. Our compensation is limited to the amount shown in the schedule, less any excess. Your schedule shows when you have to pay an excess.

If the excess is based on a percentage of the loss or damage, the percentage will be applied to the amount of the loss or damage that has happened.

15. JURISDICTION

This policy is subject to the jurisdiction of the courts of the Republic of South Africa and South African law applies.

16. YOUR RIGHT TO PRIVACY AND SHARING OF YOUR INFORMATION

16.1 **Sharing of information**

16.1 a To combat insurance fraud and to determine and properly evaluate risks, the South African Insurance Association (SAIA) has created a shared database for storing insurance information of policyholders. We will store your information in the shared database to verify any underwriting information against legally recognised sources or databases.

16.1 b Fighting insurance fraud will benefit you, because fraud has an enormous effect on the short-term insurance industry. It affects the evaluation and determination of risks by insurers, and it affects you directly as it leads to higher premiums. We are serious about combating fraud and the fair evaluation of risks, because we want to keep your premium as fair and competitive as possible.

16.2 **Your right to privacy**

Your right to privacy is a fundamental right that is included in The Constitution of the Republic of South Africa, 1996. This right is, however, restricted in certain circumstances. These circumstances include cases where the parties disclosing information and the parties who are privy to it have a legal interest in that information. This means that in terms of South African law, we may disclose and/or receive information if we intend using it to prevent fraud and to underwrite risks fairly.

16.3 **Your authorisation to us**

16.3 a You acknowledge that, in the public interest, the sharing of information regarding claims and underwriting records by insurance companies is desirable to enable them to assess risks fairly, issue policies and reduce the incidence of fraudulent claims. This will contribute to keeping premiums as low as possible.

16.3 b You therefore consent to us processing and sharing your information in connection with this insurance policy for any underwriting or for purposes of validating an insurance claim made by you or on your behalf in terms of this insurance policy.

16.3 c You consent to such information being stored in the shared database and used as set out above.

16.3 d You consent to such information being given to any insurer or its agent.

16.3 e You consent to any underwriting information being verified against and shared with legally recognised sources or databases.

17. A PERSON WHO DEALS ON YOUR BEHALF

You give up your right to receive compensation if a person who deals on your behalf does not comply with the conditions, exclusions or any other terms of this policy in the event of a claim.

18. AMENDMENTS TO CONFORM TO LAW

You and we agree that any terms or conditions of this policy that are against any law will be changed to conform to the law.

19. REFERENCE TO SINGULAR AND PLURAL

In this policy, references to the singular include the plural and the other way around.

20. INSURABLE INTEREST

You may only insure items in which you have an insurable interest. You only have an insurable interest in an item if you stand to suffer a direct loss due to the insured item being lost or damaged.

21. INFLATIONARY ADJUSTMENT

We may adjust the Buildings and House Contents insured amount annually to reasonably keep up with inflation. However, it is still your duty to make sure that the property is insured for the full replacement value.

22. FINANCIAL INSTITUTIONS

If we compensate you under this policy, you agree that we may pay a financial institution to the extent of its interest in the insured property, namely the amount that you owe to the financial institution or the amount shown in the schedule for the insured property, whichever is the lesser. After payment to the financial institution, we will pay the difference (if any) to you.

23. COOLING OFF PERIOD

You may cancel this policy within 14 days from its start date. We will then refund any premium that you have paid during this period, provided that you have not submitted a claim and no compensation has been paid under this policy.

24. CASHBACK BONUS

Our cashback bonus programme is designed to reward you for claim-free living.

24.1 **How it works**

24.1 a If you do not claim for three consecutive years, we will pay back 10% of your paid premiums (less any refunds).

We will pay cashback bonuses only if your cover is uninterrupted, which means that all premiums as set out in your policy under General condition 4 – Premium payments must be paid.

24.2 **Specific terms and conditions**

24.2 a If you claim, we will reset your cashback bonus cycle in the month after the date on which you have reported the claim to us.

24.2 b Claims that do not affect your cashback bonus include the following:

- Loss or damage to vehicle glass and windscreens if there is no other damage to the vehicle.
- Use of our Roadside Assist Services (section 06 of your policy).
- Loss or damage that Sasria covers.

24.2 c If you submit a claim after we have paid a cashback bonus and the date of loss for the claim falls within the cashback period, you must pay the cashback bonus back to us.

24.3 **Specific exclusions**

24.3 a Sasria premiums are excluded from the cashback bonus programme.

24.3 b If your cover is interrupted, for example if your policy is cancelled, and you take out a new policy later.

GENERAL EXCLUSIONS

We will not cover any loss, damage or legal responsibility that is caused by or results from or relates to any of the following:

1. RIOTS, WARS, POLITICAL ACTS, PUBLIC DISORDER, TERRORISM OR ANY ATTEMPTED ACTS OF THIS KIND

1.1 Civil commotion, labour disturbances, riots, strikes, lock-outs or public disorder or any act or activity that is calculated or directed to bring about any of the above.

1.2 Wars, invasions, acts of foreign enemy, hostilities or warlike operations (whether war be declared or not), or civil war.

1.3 Mutiny, military rising or usurped power, martial law or state of siege, or any other event or cause that determines the proclamation or maintenance of martial law or state of siege, insurrection, rebellion or revolution.

1.4 Any act (whether on behalf of an organisation, body, person or group of persons) calculated or directed to overthrow or influence any state or government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence.

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

1.6 Any attempt to perform any act referred to in General exclusions 1.4 or 1.5 above.

1.7 The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any event referred to in any of the General exclusions 1.1 to 1.6 above.

1.8 Any act of terrorism. An act of terrorism means the use or threat of violence for political, religious personal or ideological reasons. This may or may not include an act that is harmful to human life. It could be committed by any person or group of persons, acting alone, on behalf of or with any organisation or government. It includes any act committed with the intention to influence any government or inspire fear in the public.

2. EVENTS FOR WHICH LEGISLATION COVERS THE DAMAGE

Events for which there is a fund under the War Damage Insurance and Compensation Act, 85 of 1976, of the Republic of South Africa or any similar act in any of the countries to which your policy applies.

3. NUCLEAR SUBSTANCES

Nuclear weapons material, ionising radiations or contamination by radioactivity from nuclear fuel or nuclear waste, or from the combustion of nuclear fuel, which includes any self-sustaining process of nuclear fission.

4. NATIONALISATION

Nationalisation, confiscation, commandeering, requisition, wilful destruction, forfeiture, attachment, impounding, seizure or preservation or any similar actions or processes by any court order, customs officials, police, crime prevention units, or lawfully constituted authority or officials.

5. LIABILITY BY AGREEMENT

Any liability that you have because of an agreement you have entered into, unless you would have been liable if the agreement did not exist.

6. INDIRECT LOSS

Consequential or indirect loss unless otherwise shown to be included.

7. SANCTIONS

We will not provide cover and will not be liable to pay claims or to provide any benefit if it will expose us to any sanction, prohibition or restriction under United Nations resolution or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, irrespective of enactment in the jurisdiction where indemnity or benefit is provided or payment made.

8. INFECTIOUS OR CONTAGIOUS DISEASE

We do not cover death, injury, sickness, loss, damage, cost or expense, legal liability, or any consequential loss of or damage caused by, arising or resulting from or in consequence of:

8.1 any infectious or contagious disease (of whatsoever nature or cause);

8.2 any indication, fears or threat of a possible infectious or contagious disease (of whatever nature or cause);

8.3 irrespective:

8.3 a of where in the world such disease may exist or be feared to exist;

8.3 b of whether or not a local, regional or governmental authority including but not limited to the President of South Africa, has declared that an infectious or contagious disease exists locally, nationally or in any area or constitutes or has given rise to a national state of disaster or emergency.

If we state that a claim is not covered because of General exclusions 1 to 8 above, you must prove the contrary.

SASRIA

Sasria Limited provides cover if shown in the schedule of this policy, for all sections of this policy covering your property insured.

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

GENERAL DEFINITIONS

These definitions apply throughout your policy, unless shown differently in any section.

you and yours	the name(s) shown in the schedule and any other person(s) as defined under the sections of this policy
us, our and we	Nedgroup Insurance Company Limited

renewal period	a period of 12 consecutive months, starting from the policy start date or renewal date shown in the schedule
renewal date	the first day of a period of 12 consecutive months, as shown in the schedule
claim	any request for compensation (indemnity), whether or not any amounts have been established for the claim
schedule	the annexure forming part of your policy
section	the various sections of your policy
last known address	your postal address or email address that you have given us to receive our communication
start date	the date on which the policy begins and cover becomes effective
effective date	the date on which a change on the policy becomes effective

01 BUILDINGS

01 BUILDINGS

PRIMARY COVER

1. INSURED PROPERTY

Your insured property is the private residential structures of your home. The schedule gives its risk address and wall and roof construction. It includes all fixtures and fittings that belong to you as the owner or that you are responsible for as the owner. It does not include any fixtures and fittings that belong to a tenant or for which a tenant is responsible.

2. INSURED EVENTS

✓ **We cover loss or damage caused by:**

2.1 fire, lightning and explosion;

2.2 storm, wind, water, flood, hail or snow. We will not cover loss or damage caused by the following:

- 2.2 a any process that uses or applies water;
- 2.2 b wear and tear;
- 2.2 c gradual deterioration;
- 2.2 d mildew, rust or corrosion;
- 2.2 e rise in water table; or
- 2.2 f the contraction or expansion of soil due to its moisture or water content, as experienced in clay and similar soil types.

2.3 earthquake or mining related earth tremor;

2.4 bursting of water tanks, apparatus or pipes (including the damage to them);

2.5 impact with the private residential structures by vehicles, aircraft or aerial devices or other objects falling from them or falling trees (but not while they are being felled);

2.6 collapse or breakage of aerial systems and satellite dishes;

2.7 theft or attempted theft, but we do not cover theft or attempted theft while your private residence is lent, let or sub-let to a tenant; unless there is forcible entry into the private residence insured;

2.8 burglary;

2.9 leakage of oil from oil heaters;

2.10 malicious damage, but we do not cover malicious damage while your private residence is lent, let or sub-let to a tenant; unless there is forcible entry into the private residence insured;

2.11 subsidence or landslip. However, we do not cover loss of or damage caused by or arising from:

- 2.11 a excavations other than mining excavations;
- 2.11 b building or other construction work at the risk address;
- 2.11 c normal settlement, shrinkage, expansion or compaction of soil;
- 2.11 d defective design, materials, workmanship or construction;
- 2.11 e faulty construction or removal or weakening of support;

2.11 f contraction and/or expansion of soil, as is experienced with clay and other similar types of soil; or

2.11 g the compaction of infill or landfill.

✗ **We will not compensate you for the following:**

2.11 h Damage to or cracking of swimming pools, tennis courts, patios, paving, terraces, driveways, paths, septic tanks, dams, watercourses, boundary or retaining walls, sewerage pipes and drains, gates or fences.

2.11 i Damage to solid floor slabs or any other part of the buildings resulting from the movement of such slabs, unless the foundations supporting the external walls of the buildings are damaged by the same cause at the same time.

2.11 j Work necessary to prevent further destruction or damage, such as piling or underpinning.

If we require it, you must prove that the loss of or damage to the private residential structures was caused by subsidence or landslip or both.

EXTENDED COVER

1. ADDITIONAL EXPENSES

✓ We will compensate you for the necessary costs you incur relating to a valid claim in terms of the following:

1.1 Costs to limit the extent of damage.

1.2 Costs for complying with the requirements of any local or regional authority.

Limit: The percentage of the buildings' insured amount, as shown in the schedule.

2. POWER SURGE

✓ We will compensate you for loss of or damage to electronic or electrical equipment that forms part of the private residence, its structures, fixtures and fittings caused by power surge.

Limit: The amount shown in the schedule.

3. CLEARANCE COSTS

✓ We will compensate you for the necessary costs of removing your damaged insured property from your premises after loss or damage caused by an insured event.

Limit: The percentage of the buildings' insured amount, as shown in the schedule.

4. PROFESSIONAL FEES AND DEMOLITION COSTS

✓ We will compensate you for the necessary costs that you incur relating to a valid claim for demolition, erection of hoardings, municipal scrutiny of plans, or the fees and costs of architects, quantity surveyors and consulting engineers.

Limit: The percentage of the buildings' insured amount, as shown in the schedule.

5. RENT

✓ We will compensate you for the rent payable to you by a tenant or the reasonable expenses for similar alternative accommodation if your private residence is not fit to live in because of an insured event.

This cover is valid only for the period reasonably required to make your private residence suitable to live in.

Limit: The percentage of the buildings' insured amount, as shown in the schedule.

6. FIXED MIRRORS, FIXED GLASS AND SANITARYWARE

✓ We will compensate you for the cost of replacing accidentally broken fixed glass, mirrors or sanitaryware that forms part of your private residential structures.

✗ This cover does not apply if your private residence has been unoccupied for more than 60 consecutive days.

7. PUBLIC SUPPLY OR MAINS CONNECTIONS

✓ We will compensate you for accidental damage to, and the fair and reasonable cost of repairing or replacing, water, sewerage, gas, electricity and telephone connections between the public supply and your private residential structures.

This will apply only if the connections belong to you or are your responsibility.

8. LOSS OF WATER

✓ We will compensate you for amounts that you owe local authorities for water if leaking or burst pipes caused the water loss.

This will apply only if:

8.1 the amounts are calculated by local authorities;

8.2 the reading is at least 50% more than the average reading of the previous four readings; and

8.3 you took immediate steps to trace and repair the leaking pipes when a leak had been discovered, either by physical evidence or on receiving an unusually high water account.

Limit: The amount shown in the schedule.

✗ **This Extended cover item does not include:**

8.4 the costs to trace and to repair a leaking or burst pipe;

8.5 more than two separate claims within a renewal period. If there are two separate claims within a renewal period, the total combined compensation for both claims will be limited to the amount shown in the schedule;

8.6 loss of water:

- 8.6 a due to leaking taps, geysers or toilets;
- 8.6 b from a swimming pool or its leaking inlet or outlet pipes; or
- 8.6 c if the private residence has not been occupied for more than 30 consecutive days.

9. REMOVAL OF FALLEN TREES

✓ We will compensate you for the reasonable cost of removing trees that fell due to an insured event. You must get our written consent before removing fallen trees.

Limit: The amount shown in the schedule.

10. KEYS, LOCKS AND REMOTE-CONTROL UNITS (*)

✓ We will compensate you for accidental loss of or damage to keys occurring at or away from the private residence, (including related locks that must be replaced due to the loss or damage), locks, access cards and remote-control units used for your private residence.

We will also compensate you for the reasonable costs for calling out a locksmith for emergencies.

Limit: The amount shown in the schedule.

11. DAMAGE TO GARDENS

✓ We will compensate you for damage to trees, shrubs, plants and irrigation systems at your risk address caused by:

11.1 fire or explosion;

11.2 a vehicle or aircraft;

11.3 any person responding to a fire or explosion at your private residential structures.

Limit: The amount shown in the schedule.

12. GUARDS

✓ We will compensate you for the employment of guards to protect your insured property after an insured event has occurred.

Limit: The amount shown in the schedule.

13. ALTERATIONS OR ADDITIONS TO YOUR PRIVATE RESIDENTIAL STRUCTURES

✓ The buildings' insured amount will be deemed to have been increased for additions, alterations and improvements to the private residential structures if we are notified within 60 days of completion.

Limit: The percentage of the buildings' insured amount as shown in the schedule.

14. FIRE EXTINGUISHING CHARGES

✓ We will compensate you for the reasonable costs that an authorised body charges to extinguish a fire to prevent or reduce loss or damage to your insured property.

Limit: The amount shown in the schedule.

15. ACCIDENTAL DAMAGE TO FIXED MACHINERY

✓ We will compensate you for sudden and unexpected damage to fixed machinery installed at your risk address. The fixed machinery must be for domestic use only.

✕ **We will not cover:**

15.1 depreciation;

15.2 loss or damage:

- 15.2 a caused by household pests (such as rodents, termites, ants and moths);
- 15.2 b caused by cleaning, repairing or restoring by any manner or method;
- 15.2 c caused by power surge;
- 15.2 d if it is covered by a manufacturer's guarantee, purchase agreement or service contract;
- 15.2 e to windmills; or
- 15.2 f any data or telecommunication equipment or apparatus.

Limit: The amount shown in the schedule.

16. TRAUMA COVER (*)

✓ We will compensate you for the cost of trauma treatment provided by a registered professional counsellor, which you have incurred and paid for and is not otherwise recoverable from any other insurance or facility due to theft, burglary, hijacking or fire that occurred in your private residence, on your premises or at the entry point of your premises.

Limit: The amount shown in the schedule.

SPECIFIC TERMS AND CONDITIONS TO THIS SECTION

1. INSURED AMOUNT, BASIS OF INDEMNITY AND LIMIT OF COMPENSATION

The insured amount for the insured property as shown in the schedule, must represent the current replacement value of similar new property throughout the period of your policy.

Payments under Extended cover are additional to the insured amount for Primary cover.

The basis of indemnity for the loss of or damage to the insured property, or part of it, arising from a single claim or series of claims arising from a single event will be the current replacement value of similar new property, limited to the insured amount as shown in the schedule.

2. AVERAGE

If, according to our calculations, the amount needed to replace your insured property with similar new property at the time of any loss or damage, is more than the insured amount, we will not pay you the full amount of the loss or damage. You will be your own insurer for the difference between the insured amount and the amount needed to replace the insured property. Therefore, you will be responsible for a proportional share of the loss or damage.

Example

Let us assume you are insured for R1 000 000, but the replacement value of your property is R2 000 000. This means you are only insured for half of the replacement value. You must then cover the other half.

For example, if you suffer damage to the value of R200 000, we will pay only half of this amount, which is R100 000, which we will calculate as follows:

Insured for	R1 000 000
Replacement value	R2 000 000
Claim	R 200 000

Calculation - underinsurance:

$$\frac{\text{R200 000 (claim)}}{1} \times \frac{\text{R1 000 000 (sum insured)}}{\text{R2 000 000 (replacement value)}}$$

We will pay you R100 000 only.

3. MORTGAGEE

If you act or omit to act in a way that may make your policy invalid, the interest of the bank or financial institution will not be affected if the following conditions are met:

3.1 The bank or financial institution did not know that you acted or omitted to act in a way that may have made this insurance invalid.

3.2 The bank or financial institution tells us about the act or omission as soon as they become aware of it.

3.3 You pay any extra premium you owe.

4. TENANTS

If any tenant of your private residence acts or omits to act in a way that may make this policy invalid, your cover will still be valid only if the following conditions are met:

4.1 You did not know that your tenant acted or omitted to act in a way that may make this policy invalid.

4.2 You tell us as soon as you become aware of the actions or omissions.

5. MATCHING BUILDING MATERIALS

When the insured property is repaired, we are not obliged to do so exactly or precisely, but only as circumstances reasonably allow.

If we cannot achieve an exact match, we will use materials that, in our opinion, match the damaged or lost materials as closely as possible. We will do this only to the part of the structure or room where the loss or damage has occurred.

We will not pay for matching building materials to create a uniform effect throughout your private residential structures.

SPECIFIC EXCLUSIONS TO THIS SECTION

✕ We do not cover any of the following, unless specifically shown otherwise in the schedule:

1. LOSS OR DAMAGE CAUSED BY OR RELATED TO:

1.1 demolition, alteration, construction, cleaning, renovation, repair, restoration or a similar process;

1.2 rot, decay, mildew, rising damp, a rise in the water table except because of a storm, wild animals, fungus, mould, infestation, insects, termites, pests or vermin;

1.3 weeds or roots;

1.4 chipping, denting, scratches, disfiguration or discolouration; or

1.5 wear and tear or other gradually-operating causes.

2. Any loss or damage caused by a storm, wind, flood, water, hail or snow during renovations, additions or extensions if the loss or damage is caused by or made worse by the renovations, additions or extensions.

3. Loss, damage or breakage covered by any guarantee, service contract, purchase contract or any purchase agreement.

DEFINITIONS

you or your	the persons insured in this section whose names are shown in the schedule
private residence	the building of your home of which the wall and roof construction and risk address is shown in the schedule
premises	the land on which your private residential structure is situated
outbuilding	the domestic rooms, private garages and private outbuildings that are not attached to the private residence and are situated at the risk address
risk address	the address of the premises on which your private residence and outbuildings are situated
burglary	the unlawful taking of another person's property with the intention to deprive them of permanent ownership when it is accompanied by breaking into or out of a building by actual, visible, forcible and violent means
theft	the unlawful taking of another person's property with the intention to deprive them of permanent ownership when it is not accompanied by breaking into or out of a building by actual, visible, forcible and violent means

tenant	someone, other than you, who is allowed to occupy your private residence in terms of a written contract, but does not include a paying guest, boarder or lodger
power surge	an unexpected temporary increase in the current voltage of an electrical circuit that causes damage to fixed electronic or electrical equipment
fixed machinery	installed machinery of swimming pools, spa baths, boreholes, irrigation systems, electric gates, garage doors, central vacuum cleaning systems, water pumps, air conditioners, stoves, alarms and generators
subsidence	sudden downward movement of the ground on which the insured property is located, due to causes unconnected to the buildings
landslip	downward and/or sideways movement of sloping ground caused by stress and imposed loadings exceeding the available strength of the ground
settlement	gradual downward and/or sideways movement of ground resulting from stress and imposed loadings exceeding the available strength of the ground
private residential structures	the building of your private residence, constructed and situated as shown in the schedule, including: 1. private outbuildings; 2. fixtures and fittings belonging to the owner of the private residential structures while in or on the structures; 3. fixed recreational and ornamental structures; 4. paved and surfaced areas (including driveways) of brick, concrete, asphalt or stone (not gravel); 5. boundary and other walls, gate posts, gates (including all the machinery related to the gates), fences (other than hedges); 6. tennis courts; 7. swimming pools, spa baths, saunas and associated machinery and equipment, but not including movable swimming pools; 8. satellite dishes; 9. lightning conductors or masts; 10. fixed generators; 11. borehole machinery supplying water solely for domestic purposes; 12. septic tanks.

02 HOUSE CONTENTS

02 HOUSE CONTENTS

PRIMARY COVER

1. INSURED PROPERTY

In this section, insured property is property that belongs to you or for which you are responsible as shown on the schedule and means:

1.1 household contents;

1.2 personal property; and

1.3 fixtures and fittings that belong to you as the tenant, not the owner, of the private residence.

2. INSURED EVENTS

✓ **We cover loss or damage caused by:**

2.1 fire, lightning and explosion;

2.2 storm, wind, water, flood, hail or snow. We do not cover loss or damage caused by the following:

- 2.2 a any process which uses or applies water;
- 2.2 b wear and tear;
- 2.2 c gradual deterioration;
- 2.2 d mildew, damp, rust or corrosion.

2.3 earthquakes or mining-related earth tremors;

2.4 impact with the private residence by animals, vehicles, aircraft or aerial devices or other objects falling from them, or falling trees (but not while they are being felled);

2.5 collapse or breakage of aerial systems and satellite dishes;

2.6 theft or attempted theft. We do not cover theft or attempted theft while your private residence is lent, let or sublet;

2.7 burglary;

2.8 bursting, leaking or overflowing of water or oil from tanks, apparatus or pipes excluding damage to these items;

2.9 malicious damage. We do not cover malicious damage while your private residence is lent, let or sublet.

3. COVER FOR YOUR INSURED PROPERTY WHILE INSIDE YOUR PRIVATE RESIDENCE AND OUTBUILDINGS

✓ 3.1 We will compensate you for loss or damage to your insured property caused by an insured event while the insured property is inside your private residence and outbuildings.

Limit: The amount shown in the schedule.

3.2 Loss or damage from theft or attempted theft from any outbuilding on your premises is limited to the percentage of the House contents insured amount, as shown in the schedule.

3.3 Cover for loss of or damage to money as a result of an insured event is limited to the amount shown in the schedule. However, loss of or damage to money as a result of theft is not covered.

4. COVER FOR YOUR INSURED PROPERTY WHILE NOT INSIDE YOUR PRIVATE RESIDENCE

✓ We will compensate you for loss or damage to your insured property caused by an insured event while the insured property is:

4.1 inside a building where you live temporarily;

4.2 temporarily inside the residential section of any occupied private home;

4.3 deposited for safekeeping at any hotel, guest house, bank, safe deposit or registered furniture storehouse;

4.4 on the premises of your private residence, up to the percentage of the House Contents insured amount, as shown in the schedule;

4.5 inside the building of a business for the purpose of making up, altering, renovating, repairing, cleaning or dyeing, excluding theft or attempted theft;

4.6 inside a building of any office, business or trade where you are employed, excluding theft or attempted theft;

4.7 and/or as a result of theft, collision or overturning of the conveying vehicle while you are in the process of permanently moving to a different risk address, or while your insured property is being transported to or from any registered furniture storehouse, by a professional furniture removal contractor. Cover excludes any damage to brittle articles such as glass, china, art works, electronic equipment and the like unless these articles were packed by the professional furniture removal contractor and are not otherwise insured;

4.8 and/or as a result of fire, lightning or explosion while being transported or temporarily in places other than those mentioned in 4.1 to 4.3 (inclusive).

EXTENDED COVER

1. BUSINESS GOODS AND EQUIPMENT

✓ We will compensate you for loss of or damage to your business goods and equipment (not otherwise insured) caused by an insured event while inside your private residence, as shown in the schedule.

Limit: The amount shown in the schedule.

2. POWER SURGE

✓ We will compensate you for loss of or damage caused by power surge to electronic or electrical equipment while inside your private residence that forms part of your insured property.

Limit: The amount shown in the schedule.

3. RENT

✓ We will compensate you for the rent you must pay, or the reasonable expenses you incur, for similar alternative accommodation if your private residence is not fit to live in because of an insured event.

This cover will apply only for the period reasonably required to make your private residence suitable to live in again.

Limit: The percentage of the House Contents insured amount as shown in the schedule.

4. CLEARANCE COSTS

✓ We will compensate you for the necessary costs of removing your damaged insured property from your premises after loss or damage caused by an insured event.

Limit: The percentage of the House Contents insured amount as shown in the schedule.

5. MIRRORS AND CERTAIN GLASS (*)

✓ We will compensate you for the reasonable cost of replacing the following while it is inside your private residence:

5.1 Accidentally broken mirrors or glass tops of furniture belonging to you.

5.2 Accidentally broken glass forming part of a stove or oven that is your responsibility, and that is not insured elsewhere.

✗ This Extended cover item excludes the accidental breakage of glass that forms part of any other domestic appliances, computers and televisions.

6. FIRE EXTINGUISHING CHARGES (*)

✓ We will compensate you for the reasonable costs charged by any authorised body to extinguish a fire to prevent or reduce loss or damage to your insured property.

Limit: The amount shown in the schedule.

7. VETERINARY EXPENSES (*)

✓ We will compensate you for veterinary expenses you incur because of your pet being injured in an accident involving any vehicle, but only if you have no cover from any other insurance policy or facility.

Limit: The amount shown in the schedule.

8. KEYS, LOCKS AND REMOTE-CONTROL UNITS (*)

✓ We will compensate you for accidental loss of or damage to keys occurring at or away from the private residence (including related locks that must be replaced due to the loss or damage), locks, access cards and remote-control units used in connection with your private residence.

We will also compensate you for the reasonable costs you incur for calling out a locksmith for emergencies caused by such loss or damage.

Limit: The amount shown in the schedule.

9. LOSS OF WATER

✓ We will compensate you for amounts that you owe local authorities for water that has been lost due to leaking or burst pipes. This will apply only if the following conditions are met:

9.1 The amounts are calculated by the local authorities.

9.2 The reading is at least 50% more than the average reading of the four previous readings.

9.3 When a leak is discovered, either by physical evidence or on receipt of an unusually high water account, you have taken immediate steps to trace and repair the leaking pipes.

Limit: The amount shown in the schedule.

✗ **This Extended cover item does not include:**

9.4 the costs to trace and to repair a leaking or burst pipe;

9.5 more than two separate claims within a renewal period. If there are two separate claims within a renewal period, the total combined compensation for both claims will be limited to the amount shown in the schedule;

9.6 loss of water:

9.6 a due to leaking taps, geysers or toilets;

9.6 b from swimming pools or its leaking inlet or outlet pipes;

9.6 c if the private residence has been unoccupied for more than 30 consecutive days.

10. DAMAGE TO GARDENS

✓ We will compensate you for damage to trees, shrubs, plants and irrigation systems at your risk address caused by:

10.1 fire or explosion;

10.2 a vehicle or aircraft;

10.3 any person responding to a fire or explosion at your private residence.

Limit: The amount shown in the schedule.

11. GUARDS

✓ We will compensate you for the employment of guards to protect your insured property after an insured event has occurred.

Limit: The amount shown in the schedule.

12. CONTENTS OF REFRIGERATORS AND FREEZERS (*)

✓ We will compensate you for accidental spoiling of the contents of your refrigerators or freezers inside your private residence and outbuildings if caused by a change in temperature not resulting from someone adjusting the temperature control. Damage to the refrigerators or freezers is not covered.

✗ This cover excludes spoilage due to load-shedding by a power-supply authority, unless the duration of the power interruption exceeds 36 hours. Spoiling as a result of non-payment or non-purchase of power or any type of fuel is also not covered.

Limit: The amount shown in the schedule.

13. STORAGE COSTS FOR CONTENTS AFTER DAMAGE

✓ We will compensate you for the necessary storage costs you incur to safeguard your insured property after an insured event has occurred.

Limit: The percentage of the House Contents insured amount, as shown in the schedule.

14. MEDICAL EXPENSES OF DOMESTIC EMPLOYEES (*)

✓ We will compensate you for the medical expenses of domestic employees incurred as a result of an accidental bodily injury, but only if all the following conditions are met:

14.1 You employ the domestic employees at the risk address.

14.2 You incurred and paid the medical expenses.

14.3 The injury was caused during the course of the domestic employees' duty at the risk address.

14.4 It must not be possible to recover the medical expenses from any other insurance or facility.

Limit: The amount shown in the schedule.

15. PERSONAL EFFECTS OF DOMESTIC EMPLOYEES (*)

✓ We will compensate your full-time domestic employees for loss or damage to their personal belongings caused by an insured event while the personal belongings are inside your private residence or outbuildings.

Limit: The percentage of the House Contents insured amount, as shown in the schedule.

✗ This compensation does not apply if your full-time domestic employees have insurance that covers the loss or damage.

16. PERSONAL EFFECTS OF GUESTS (*)

✓ We will compensate your guests for loss of or damage to their personal belongings caused by an insured event while their personal belongings are inside your private residence.

Limit: The percentage of the House Contents insured amount, as shown in the schedule.

✗ This compensation does not apply if your guest has insurance that covers the loss or damage.

17. TRAUMA COVER (*)

✓ We will compensate you for the cost of trauma treatment provided by a registered professional counsellor, which you have incurred and paid for and is not otherwise recoverable from any other insurance or facility due to theft, burglary, hijacking or fire that occurred in your private residence, on your premises or at the entry point of your premises.

Limit: The amount shown in the schedule.

18. HOLE-IN-ONE (*)

✓ We will compensate you for the amount shown in the schedule if you score a hole-in-one while playing golf as an amateur. To receive compensation you must have played in a golf game on a registered golf course under the recognised rules of the game. The secretary of the golf club where you achieved the hole-in-one must confirm the hole-in-one in writing.

19. FULL HOUSE (*)

✓ We will compensate you for the amount shown in the schedule if you score a full house while playing bowls as an amateur.

To receive compensation, you must have played in an official competition as part of a team of two, three or four, on a registered bowling green under the recognised rules of the game with all eight or nine bowls to count. The secretary of the bowling club where you achieved the full house must confirm the full house in writing.

SPECIFIC TERMS AND CONDITIONS TO THIS SECTION

1. INSURED AMOUNT, BASIS OF INDEMNITY AND LIMIT OF COMPENSATION

The insured amount for the insured property, as shown in the schedule, must represent the current replacement value of similar new property throughout your insurance term.

Payments under Extended cover are additional to the insured amount for Primary cover.

The basis of indemnity for the loss of or damage to the insured property, or part of it, arising from a single claim or series of claims arising from a single event will be the current replacement value of similar new property, limited to the insured amount shown in the schedule.

2. AVERAGE

If, according to our calculations, the amount needed to replace all your insured property with similar new property at the time of any loss or damage, is more than the insured amount, we will not pay you the full amount of the loss or damage.

You will be your own insurer for the difference between the insured amount and the amount needed to replace all the insured property. Therefore, you will be responsible for a proportional share of the loss or damage.

Example

Let us assume you are insured for R500 000, but the replacement value of your property is R1 000 000. This means you are only insured for half of the replacement value. You must then cover the other half.

For example, if you suffer damage to the value of R100 000, we will pay only half of this amount, which is R50 000, and calculated as follows:

Insured for	R 500 000
Replacement value	R 1 000 000
Claim	R 100 000

Calculation - underinsurance:

$$\frac{\text{R100 000 (claim)}}{1} \times \frac{\text{R 500 000 (sum insured)}}{\text{R1 000 000 (replacement value)}}$$

We will pay you R50 000 only.

3. VALUABLE ARTICLES

We will only compensate you for loss of or damage to furs, jewels, jewellery, gemstones, watches and articles made of platinum, gold or silver up to one third of the insured amount shown in the schedule at your private residence.

4. SECURITY MEASURES

4.1 **Burglar bars**

If we require burglar bars, this will be shown in the schedule (as yes) and we will compensate you for theft or burglary only if:

4.1 a the required burglar bars are fitted to opening windows; and

4.1 b the required burglar bars have not been removed without our permission.

4.2 **Security gates**

If we require security gates, this will be shown in the schedule (as yes) and we will compensate you for theft or burglary only if:

4.2 a the required security gates are fitted to opening doors;

4.2 b the required security gates are locked when you or any person you have authorised to look after your private residence leaves your private residence unattended; and

4.2 c the required security gates have not been removed without our permission.

4.3 **Alarm system**

If we require an alarm system, this will be shown in the schedule (as yes) and we will compensate you for theft or burglary only if:

4.3 a the required alarm system is installed;

4.3 b the required alarm system is in working order;

4.3 c none of the 'passive infrared motion detectors' of the required alarm system are obstructed or bypassed;

4.3 d your private residence and your outbuildings are left unattended and the required alarm system has been set by you or any person you have authorised to look after your private residence and outbuildings; and

4.3 e the required alarm system has not been removed without our permission.

SPECIFIC EXCLUSIONS TO THIS SECTION

✕ We do not cover any of the following , unless specifically shown otherwise in the schedule:

1. Property that is more specifically insured, in this or any other policy, other than for any amount more than the specified insured amount.
2. Loss or damage arising from claims occurring outside the countries as defined in this section of this policy.
3. Property, whether it is processed or not, obtained with the purpose of disposing of it in a business transaction.
4. Any loss of or damage caused by depreciation, wear and tear or gradual causes.
5. Money, securities for money, deeds, bonds, bills of exchange, promissory notes, negotiable and other documents, stamps, manuscripts, rare books, medals and coins.
6. Vehicles, watercraft (excluding surfboards, kite boards, paddle skis, kayaks, canoes, surf skis, windsurf boards, sailboards and model boats), aircraft (excluding model aircraft), other aerial devices, and all tools, spare parts and accessories of these vehicles, aircraft or watercraft that are on, in or attached to it.
7. Golf carts and ride-on lawnmowers, motorcycles, scooters, scramblers or quad bikes and all tools, spare parts and accessories related and attached to any of these listed items.
8. Birds, fish and animals.
9. Loss of or damage to property in the open caused by a storm, water, flood, wind, hail or snow unless the insured property is designed to exist in the open.
10. The cost of reproduction or repair of data of any kind.
11. Loss, damage or breakage covered by a manufacturer's purchase agreement, guarantee or service contract.

DEFINITIONS

you and your	the insured person whose name is shown in the schedule of this policy, any other members of your family who normally live with you and any other entity named as an insured in the schedule
private residence	the building of your home of which the wall and roof construction and risk address is shown in the schedule
outbuilding	the domestic rooms, private garages and private outbuildings that are not attached to the private residence and are situated at and used in relation to your private residence at the risk address
premises	the land on which your private residence and any outbuildings are situated

risk address	the address of the premises on which your private residence and outbuildings are situated
money	cash, cheques, traveller's cheques, postal orders, money orders, travel and other tickets, gift vouchers or cards and current postage stamps
countries	the Republic of South Africa, Namibia, Lesotho, Botswana, Eswatini, Zimbabwe, Malawi and Mozambique
burglary	the unlawful taking of another person's property with the intention to deprive them of permanent ownership when it is accompanied by breaking into or out of a building by actual, visible, forcible and violent means
theft	the unlawful taking of another person's property with the intention to deprive them of permanent ownership when it is not accompanied by breaking into or out of a building by actual, visible, forcible and violent means
tenant	someone, other than you, who is allowed to occupy your private residence in terms of a written contract, but does not include a paying guest, boarder or lodger
power surge	an unexpected temporary increase in the current voltage of an electrical circuit that causes damage to electronic or electrical equipment

03 ALL RISKS

03 ALL RISKS

PRIMARY COVER

1. INSURED PROPERTY

1.1 Your clothing and personal belongings that you wear or carry with or on you.

1.2 Your personal sporting equipment that you wear or use.

2. INSURED EVENTS

✓ We cover accidental physical loss of or damage to your insured property anywhere in the world.

3. UNSPECIFIED ALL-RISKS

✓ We will cover loss of or damage to your insured property caused by an insured event.

Limit: The insured amount shown in the schedule.

We do not cover the following items, but you can cover them if you specify these individually under item 4 – Specified all-risks:

3.1 Any item and its associated accessories, including articles forming pairs or sets with replacement values of more than 25% of the insured amount shown in the schedule for item 3 Unspecified all-risks primary cover.

3.2 Mobile communication devices [eg cell phones, mobile data cards (eg 3G cards), satellite navigation system receivers (GPSs)] and accessories.

3.3 Portable gaming electronic equipment.

3.4 Stamp, medal, art and coin collections and personal documents.

3.5 Keys, access cards and remote-control units.

3.6 Bicycles and wheelchairs.

3.7 Gardening equipment controlled by a driver and all tools, spare parts and accessories in, on or attached to it.

3.8 Surfboards, kite boards, paddle skis, kayaks, canoes, surf skis, windsurf boards and sailboards.

3.9 Non-licensed type vehicles including motorised kiddies' cycles, autocycles, power-driven or assisted pedal cycles, motorised wheelchairs, shop or mall riders.

3.10 Contents of caravans or trailers.

3.11 Audio-visual equipment.

3.12 Items in a bank vault.

3.13 Computing equipment and accessories.

3.14 Any other property more specifically insured.

4. SPECIFIED ALL-RISKS

✓ We will cover your insured property that is specified in the schedule caused by an insured event. This means that the property, including its accessories must be shown in the schedule under Specified all-risks. If it is not shown in the schedule under Specified all-risks, it is not covered.

Limit: The insured amount per specified item as shown in the schedule.

SPECIFIC TERMS AND CONDITIONS TO THIS SECTION

1. BASIS OF INDEMNITY

The basis of indemnity for the loss of or damage to the insured property, or part of it, will be the current replacement value of similar new property limited to the amount shown in the schedule.

2. PAIRS OR SETS

If an article that is lost or damaged was part of a pair or a set, we will not compensate you for more than the article's value proportionate to the total value of the pair or set.

SPECIFIC EXCLUSIONS TO THIS SECTION

✕ **The following are not covered:**

1. Theft from any vehicle which is left unattended unless there is forcible entry and the items were locked in the luggage compartment or locked in the interior of the vehicle.
2. The cost of reproduction or repair of data of any kind.
3. Anything covered by a guarantee, service contract, purchase contract or any purchase agreement of any type.
4. Sports equipment while in use for professional purposes.
5. Property, whether it will be processed or not, obtained with the purpose to dispose of it in a business transaction (for example, to sell it).
6. Vehicles and all tools, spare parts and accessories related and attached thereto.
7. Watercraft and all tools, spare parts and accessories related and attached thereto, other than surfboards, kite boards, paddle skis, kayaks, canoes, surf skis, windsurf boards and sailboards if specified under this section.
8. Aircraft (excluding model aircraft) or other aerial devices and all tools, spare parts and accessories related and attached thereto.
9. Money, securities for money, deeds, bonds, bills of exchange, promissory notes, cheques, postal and money orders, negotiable documents, travel and other tickets, gift vouchers and cards, manuscripts and rare books.
10. Depreciation.
11. Gradual causes such as wear and tear, rust, mildew, corrosion, decay.
12. Loss or damage:
    - 12.1 caused by household pests such as rodents, ants, termites and moths;
    - 12.2 caused by cleaning, repairing or restoring;
    - 12.3 caused by mechanical, electrical or electronic breakdown;
    - 12.4 due to electronic viruses, trojans, worms or similar destructive media interferences; and
    - 12.5 to glass, glassware or any brittle article due to cracking or scratching unless caused by theft or fire. Jewellery, cameras, television or data-reproduction tubes or screens are not excluded.

DEFINITIONS

you and your	the insured person whose name is shown in the schedule of this policy, any other members of your family who normally live with you and any other entity named as an insured in the schedule
unspecified all risks	property insured, shown in the schedule, which is not otherwise excluded
specified all risks	property insured that is individually and specifically shown in the schedule, including its associated accessories
mobile communication devices	portable electronic items used for mobile communication, including all devices, accessories (eg cell phones, satellite navigation system receivers [GPSs])
audio-visual equipment	recording and reproduction equipment used for capturing, recording, processing, storing, transmitting and reconstructing images or sounds, including all accessories (eg cameras, binoculars, TVs, decoders, portable DVD players, iPods, MP3 and MP4 players).
computing equipment and accessories	electronic devices or machines that manipulate data according to a list of instructions and can store and execute programs, consisting of hardware and supported by software (eg laptops, notebooks)

04 PERSONAL LEGAL LIABILITY

04 PERSONAL LEGAL LIABILITY

PRIMARY COVER

1. PERSONAL LEGAL LIABILITY

✓ We will compensate you for your legal liability for amounts you must pay as compensation due to:

1.1 accidental death, bodily injury or illness of any person; and

1.2 accidental physical loss of or damage to tangible property,

which occur during the currency of this policy.

We will pay the compensation, regardless of where in the world the event happens.

Our compensation includes all costs and expenses that we incur and that you incur with our prior written approval.

Limit: The amount shown in the schedule for any single claim or any series of claims resulting from the same event.

2. PERSONAL LEGAL LIABILITY FOR WRONGFUL ARREST

✓ We will compensate you for your legal liability for amounts you must pay as compensation to any person resulting from the wrongful arrest or frisking of a person, occurring during the currency of this policy, including assault related to the wrongful arrest or frisking.

The compensation includes all legal and other costs we agree to in writing.

Limit: The amount shown in the schedule for any single claim or any series of claims resulting from the same event.

3. PERSONAL LEGAL LIABILITY TO DOMESTIC EMPLOYEES

✓ We will compensate you for your legal liability for amounts you must pay as compensation due to the accidental death of, or bodily injury to, your domestic employees occurring during the currency of this policy that arises from and in the course of their employment.

The compensation includes all legal and other costs we agree to in writing.

Limit: The amount shown in the schedule for any single claim or any series of claims resulting from the same event.

ⓘ Specific exclusion 12 to this section on the following page does not apply to this compensation.

4. TENANT'S LIABILITY

✓ We will compensate you for your legal liability for amounts that you as a tenant of a private residential building must pay as compensation to the owner of the building due to loss of or damage to the private residential building and/or fixtures or fittings in it, occurring during the currency of this policy, directly caused by any of the following:

4.1 Storm, water, hail or snow.

4.2 Theft or attempted theft.

4.3 Fire or explosion.

4.4 Breakage of glass, mirrors or sanitaryware not including chipping, scratching or disfiguration.

4.5 Damage to supply connections between the public supply and the buildings.

4.6 Impact by animals or vehicles.

The compensation includes all legal and other costs we agree to in writing.

Limit: The amount shown in the schedule for any single claim or any series of claims resulting from the same event.

Specific exclusion 11 to this section below does not apply to tenants under this compensation.

5. VEHICLE TRACKING, GARDEN SERVICES AND SECURITY COMPANIES

✓ We will compensate you for your legal liability to any person for amounts that you must pay as compensation in terms of a written contract with a vehicle tracking, garden service or security company for events occurring during the currency of this policy. This liability must result from the actions of a security company or garden services company pertaining to your property or the tracking and recovery of your insured vehicle by a tracking company to which you subscribe.

Limit: The amount shown in the schedule for any single claim or any series of claims resulting from the same event.

SPECIFIC EXCLUSIONS TO THIS SECTION

✗ **Unless specifically shown otherwise in the schedule, we will not compensate you for legal liabilities relating to:**

1. legal costs and expenses incurred after the date we paid or offered to pay:
   1.1 the full amount of the claim;
   1.2 a lesser amount that we believe the claim can be settled for; or
   1.3 the maximum amount for which we are liable;
2. your business, trade or occupation;
3. your ownership, possession or occupation of land, buildings or structures. This exclusion does not apply if the property is a building or structure and the contents or building is covered by this policy;
4. any building activity;
5. vibration or the removal or weakening of, or interference with, the support of land, buildings or property;
6. the ownership, possession, use or handling of vehicles (including trailers and caravans), watercraft, aircraft or other aerial devices;
7. the ownership, possession, use or handling of animals other than domestic animals;
8. fines, penalties or punitive damages;
9. any gradual cause that does not result from a sudden and identifiable event;
10. non-compliance by you or your legal representative with the terms of this policy;
11. accidental loss of or damage to property you or any person in your service owns, rents, borrows, keeps in trust, or has control or custody of; or
12. accidental death of, bodily injury to or illness of you or any person in your service if the liability results from their service.

DEFINITIONS

you and your	the insured person whose name is shown in the schedule of this policy, any other members of your family who normally live with you and any other entity named as an insured in the schedule
any person	people not related to you, people not named as insured in the schedule and people who are not in your employ when the event happens

EXTENDED PERSONAL LEGAL LIABILITY

PRIMARY COVER

1. EXTENDED PERSONAL LEGAL LIABILITY

✓ We will compensate you for your legal liability for amounts you must pay as compensation due to:

1.1 any event that happens during the currency of this section anywhere in the world:

1.1 a for which liability is not included in the underlying policy section;

1.1 b for which the limit of compensation, including costs and expenses, of the underlying policy section is exceeded. We will pay compensation above the following limits:

1.1 b (i) Personal legal liability section R5 000 000

1.1. b (ii) Vehicle liability section R5 000 000

1.2 your legal costs and legal expenses that:

1.2 a a claimant can recover from you for a valid claim under this section; and

1.2 b you incur with our prior written consent.

SPECIFIC TERMS AND CONDITIONS TO THIS SECTION

1. UNDERLYING POLICY SECTION(S)

We will pay compensation only if you meet the following conditions:

1.1 The underlying policy section(s) are active and in force at the time of the event.

1.2 You did not breach any of the conditions of the underlying policy section(s).

1.3 Us having paid or agreed to pay the full limit of compensation, including legal costs and expenses shown in the schedule under the underlying policy section.

2. LIMIT OF COMPENSATION

Our compensation is limited to the amount shown in the schedule for any single claim or any series of claims resulting from the same event.

SPECIFIC EXCLUSIONS TO THIS SECTION

✗ We will not compensate you for:

1. LIABILITY IN CONNECTION WITH

1.1 any judgement, award, payment or settlement made in a country that operates under the laws of the United States of America or Canada or is subject to any order made anywhere in the world to enforce such judgement, award, payment or settlement;

1.2 the pursuing of any business, trade or occupation. This exclusion does not apply to vehicle liability if the vehicle is insured for business use;

1.3 hiring out any property, or any part thereof. This exclusion does not apply if the property is a building or structure, including the land on which it is situated, used as a private residence and covered by the underlying policy;

1.4 your reckless disregard of the possible consequences of your acts or omissions;

1.5 loss of or damage to property that is covered under any other insurance policy;

1.6 the ownership, possession, use or handling of any aircraft other than model aircraft or hang-gliders;

1.7 HIV (Human Immunodeficiency Virus) or any related illness, including Aids (Acquired Immune Deficiency Syndrome) or any mutant derivative or variation thereof;

1.8 vehicle or watercraft liability, unless the liability is covered by the underlying policy or if the liability is excluded by the underlying policy due to any claim occurring outside the borders of the countries covered by the policy;

1.9 watercraft liability if the total length of the watercraft exceeds eight metres;

1.10 loss of or damage to any self-propelled vehicle, trailer, caravan, watercraft or aircraft under your care, custody or control;

1.11 a dishonest, fraudulent or malicious act, or acts of physical assault or seduction that you committed;

1.12 the payment of any fine, penalty or multiple, punitive or exemplary damages;

1.13 any debt;

1.14 failures to pay maintenance or alimony or any amounts following a breach of promise;

1.15 the purchase, sale, barter or exchange of property, or your failure to comply with your obligations relating to these.

2. ANY OF THE FOLLOWING FORMS OF LIABILITY:

2.1 Liability of one person included in this policy to another person included in this policy or a person who was included when the event happened.

2.2 Liability that is the subject of legislation controlling the use of vehicles or trailers and for which you must take out insurance or provide security.

2.3 Liability where the state or a government body or authority has accepted liability.

DEFINITIONS

you and your	the insured person whose name is shown in the schedule of this policy, any other members of your family who normally live with you and any other entity named as an insured in the schedule
underlying policy section(s)	the active and in-force liability section(s) of this policy, namely: 1. personal legal liability; and 2. vehicle liability.

05 VEHICLES

05 VEHICLES

PRIMARY COVER

Our compensation depends on the limit of compensation and the type of cover you have chosen as shown in the schedule. The types of cover are listed below.

1. COMPREHENSIVE

✓ We cover accidental loss of or damage to the vehicle. If we decide that it is not economical to repair the vehicle, our compensation will be as shown in the schedule. Cover includes amounts for which you are legally liable to a third party if the liability relates to the vehicle.

2. THIRD PARTY, FIRE AND THEFT

✓ If you have selected this option, we cover accidental loss of or damage to the vehicle only if the loss or damage is caused by fire, lightning, explosion, theft or hijack or any attempted theft or hijack. If we decide that it is not economical to repair the vehicle, our compensation will be as shown in the schedule. Cover includes amounts for which you are legally liable to a third party if the liability relates to the vehicle.

3. THIRD PARTY ONLY

✓ If you have selected this option, we cover amounts for which you are legally liable to a third party if the liability relates to the vehicle, our compensation will be as shown in the schedule.

EXTENDED COVER (APPLICABLE ONLY TO VEHICLES INSURED UNDER PRIMARY COVER OPTION 1 – COMPREHENSIVE, UNLESS SHOWN OTHERWISE IN THE SCHEDULE)

1. TOW-IN COST AND SAFEGUARDING (INCLUDING VEHICLES INSURED UNDER PRIMARY COVER ITEM 2 – 'THIRD PARTY, FIRE AND THEFT)

✓ We will compensate you for the reasonable costs to safeguard your vehicle and move it to the closest repairer if you have a valid claim for the vehicle under this section.

2. TOW-IN COST AND SAFEGUARDING AFTER MECHANICAL BREAKDOWN (*)

✓ We will compensate you for the reasonable cost of safeguarding and moving the vehicle if it has a mechanical or electrical breakdown. This is the only cover under this section where we compensate you for mechanical or electrical breakdown.

This cover applies only once during any renewal period of cover provided by this section.

Limit: The amount shown in the schedule.

3. EMERGENCY REPAIRS

✓ We will compensate you for emergency repairs to allow you to continue your journey if you have a valid claim for the vehicle under this section.

You may authorise these emergency repairs, without first obtaining our approval, only if the repairer gives you a full itemised invoice, which must be sent to us.

Limit: The amount shown in the schedule.

4. DELIVERY AFTER REPAIRS

✓ We will compensate you for the reasonable costs to deliver the vehicle to your home address as shown in the schedule after the completion of our authorised repairs.

5. REPLACEMENT OF YOUR CAR OR LIGHT DELIVERY VEHICLE AFTER A CLAIM

✓ We may replace your car or light delivery vehicle with a similar make and model if all the following conditions are met:

5.1 You have a valid claim for the car or light delivery vehicle under this section.

5.2 We decide that it is not economical to repair the car or light delivery vehicle.

5.3 The car or light delivery vehicle is stolen and not recovered within a reasonable period.

5.4 The car or light delivery vehicle is not more than 12 months old from the date of first registration.

5.5 The car or light delivery vehicle has travelled less than 30 000 kilometres.

5.6 A similar new car or light delivery vehicle is available on the local new-vehicle market.

Limit: The replacement vehicle is limited to the sum insured of the car or light delivery vehicle as shown in the schedule. If you prefer that we do not replace your car or light delivery vehicle with a similar make and model, our compensation will be the limit of compensation of the car or light delivery vehicle as shown in the schedule.

6. DIFFERENCE IN EXCESS COVER FOR A HIRED VEHICLE (*)

✓ If your vehicle, which must be covered under the comprehensive section of this policy, is the subject of a claim under this policy and we arranged a hired vehicle for you, which is stolen or damaged, we will compensate you for the difference in the excesses if the excess for the hired vehicle is more than the excess that applies to your vehicle under this section.

This cover will apply only if you have taken the insurance protection offered by the vehicle hire company.

Limit: The amount shown in the schedule.

7. LOSS OF KEYS (*)

✓ We will compensate you for the cost of replacing locks and keys, including any remote controls and, if necessary, the reprogramming of any coded security system of the vehicle. We will pay this compensation only after:

7.1 the disappearance or theft of the keys or remote controls, or both;

7.2 the reasonable belief that an unauthorised person may be in possession of a duplicate key or remote control; or

7.3 damage to the locks.

Limit: The amount shown in the schedule.

8. MEDICAL EXPENSES OF PASSENGERS

✓ After loss of or damage to the vehicle in which they travel, we will compensate you for medical expenses you incur and pay because of accidental bodily injury to passengers.

At the time of the injury, the passengers must be seated in the vehicle's permanent enclosed passenger-carrying compartment. It must not be possible to recover the medical expenses from any other insurance or facility.

Limit: The amount shown in the schedule.

9. EMERGENCY ACCOMMODATION AND/OR TRAVELLING

✓ We will compensate you for emergency accommodation for up to two nights and or travelling expenses for you and any passenger travelling with you if you cannot complete your journey in the vehicle because it has been damaged or stolen.

There is no cover under this benefit if the vehicle has a mechanical or electrical breakdown.

Limit: The amount shown in the schedule.

10. EMERGENCY COSTS

✓ We will compensate you for costs of emergency services you are liable to pay to any public authority after any loss of or damage to the vehicle.

Limit: The amount shown in the schedule.

11. RECOVERY COSTS (*) (INCLUDING VEHICLES INSURED UNDER PRIMARY COVER ITEM 2, 'THIRD PARTY FIRE AND THEFT')

✓ We will compensate you for reasonable costs you incur with our written consent to recover the vehicle when it is found after it has been stolen or hijacked.

Limit: The amount shown in the schedule.

12. TOOLS, SPARE PARTS AND TRAVEL ACCESSORIES

✓ We will compensate you for loss of or damage to car tools, spare parts and travel accessories (such as seat covers, rubber mats, towing ropes, sun shields) while they are in the vehicle.

Limit: The amount shown in the schedule.

OPTIONAL COVER (ONLY IF SHOWN IN THE SCHEDULE AS INCLUDED)

If the cover option below is shown (as yes) in the schedule, we will cover you as shown under that heading. If the cover option is blank or not selected, you do not have that optional cover.

1. SPECIFIED ACCESSORIES (*) (SUCH AS NON-FACTORY-FITTED CAR SOUND EQUIPMENT)

✓ We will compensate you for loss of or damage to accessories that form part of the vehicle and are described in the schedule. We will also cover the accessories when they are temporarily removed from the vehicle.

Limit: The amount shown in the schedule.

2. COVER FOR CREDIT SHORTFALL

✓ We will pay the difference between the value of your vehicle which is a car or light delivery vehicle as shown in the schedule, and the outstanding settlement value in terms of a credit agreement as defined by the National Credit Act (34 of 2005) that you entered into with a registered financial institution.

We will pay this difference only if we accept a claim for the vehicle being either:

2.1 in our opinion beyond economical repair following loss or damage; or

2.2 stolen and not recovered in a reasonable period.

✗ **We will not pay for:**

2.3 any arrears, including interest payable on the arrears;

2.4 any refunds of premium for cancellation of insurance cover relating to the vehicle.

3. VEHICLE HIRE

3.1 We will arrange a hired vehicle for you, subject to availability, in terms of your selection shown in the schedule, if your vehicle is unusable or being repaired after a claim we have accepted under this section of the policy.

3.2 We will arrange the hired vehicle only after we have received full information about the loss or damage.

3.3 Your hired vehicle will be provided for a period that will in total not be more than 30 days. The period for which we arrange a hired vehicle for you will end on the date that any one of the following takes place:

3.3 a the vehicle is repaired to your satisfaction, if we have authorised its repair;

3.3 b we settle your claim by a cash payment; or

3.3 c we replace the vehicle.

VEHICLE LIABILITY

1. LIMIT OF COMPENSATION

✓ We will compensate you for amounts for which you are legally liable to a third party due to an event occurring during the currency of this policy that happens or arises in connection with your use of the vehicle.

Limit: The amount shown in the schedule. The limit includes all costs and expenses we incur and that you incur with our prior written approval.

2. LEGAL LIABILITY TO THIRD PARTIES

✓ We will compensate you for amounts for which you are legally liable to a third party due to an event occurring during the currency of this policy that happens or arises in connection with:

2.1 your use of the vehicle;

2.2 using the vehicle to tow any single vehicle, trailer or caravan; or

2.3 the loading of any load onto or off the vehicle.

3. LEGAL LIABILITY TO THIRD PARTIES IF A PERSON OTHER THAN YOU USES THE VEHICLE SHOWN IN THE SCHEDULE

✓ We will compensate any person, other than you, for amounts they are legally liable to a third party due to an event that occurs during the currency of this policy and happens or arises from the other person's use of the vehicle, including the loading of any load onto or off the vehicle.

This legal liability is offered only if the other person using the vehicle meets all the following conditions:

3.1 They comply with all the General conditions and exclusions of the policy and the Specific terms and conditions of this section in so far as they apply.

3.2 They were using the vehicle with your express permission.

3.3 They are not entitled to compensation for the third-party claim by any other insurance policy.

3.4 They were not refused vehicle insurance or the continuation of any vehicle insurance during the three years before the date of the event.

4. LEGAL LIABILITIES TO THIRD PARTIES ARISING OUT OF YOUR USING A VEHICLE NOT SHOWN IN THE SCHEDULE

✓ We will compensate you for amounts for which you are legally liable to a third party due to an event that occurs during the currency of this policy and happens or arises in connection with:

4.1 your use of a vehicle not shown in the schedule;

4.2 the towing of any single vehicle, trailer or caravan by the vehicle; or

4.3 the loading of any load onto or off the vehicle you are using.

However, we will not compensate you for damage to the vehicle you are using.

This legal liability is offered only if:

4.4 you drive the vehicle;

4.5 the vehicle you are using is a car, a light delivery vehicle, a caravan, a trailer, a motorcycle or a special type vehicle as described in the definitions of this section;

4.6 you do not own the vehicle;

4.7 the vehicle is not leased to you; and

4.8 you are not purchasing the vehicle in terms of any credit agreement.

5. PASSENGER LIABILITY IN OR ON THE LOAD BODY OF LIGHT DELIVERY VEHICLES

✓ We will compensate you for amounts for which you are legally liable due to accidental death or injury (occurring during the currency of this policy) to a person who, at the time of the event, is transported in or on the load body of the light delivery vehicle.

Limit: The amount shown in the schedule.

6. PASSENGER LIABILITY FOR MOTORCYCLES

✓ We will compensate you for amounts for which you are legally liable due to accidental death or injury (occurring during the currency of this policy) to a person who, at the time of the event, is transported as a passenger on the motorcycle.

Limit: The amount shown in the schedule.

7. REPRESENTATION OR DEFENCE

We are entitled to arrange representations or defences that are the subject of any compensation under this section.

This includes:

7.1 representation at any legal autopsy or inquest relating to any death; and

7.2 the defence for any action which is the cause of or related to any event.

SPECIFIC TERMS AND CONDITIONS TO THIS SECTION

1. CLASS OF USE

1.1 **Private**

If the use of the vehicle is shown in the schedule as 'private', the vehicle may be used for social and domestic purposes and for pleasure. The vehicle may also be used for journeys between your place of residence and permanent place of business.

1.2 **Business**

If the use of the vehicle is shown in the schedule as 'business', the vehicle may be used for social, domestic, pleasure, professional or business purposes.

This policy does not cover any of the following uses of the vehicle for all classes of use:

a. Hiring.

b. Carrying passengers for hire or passengers who pay a fare (other than vehicle sharing to conserve fuel).

c. Driving instruction for reward.

d. Towing another vehicle for reward.

e. Racing of any kind, speed or other contests or trials, rallying or competitions involving timing.

f. Carrying explosives, hazardous substances or materials that require permission or permits from authorities.

g. Carrying more passengers or weight than the vehicle is licensed or designed to carry.

h. being anywhere outside the countries as defined at the end of the section.

i. Being in the possession, custody or control of a member of the motor trade, except for the purpose of maintenance or repair.

j. If the vehicle is a caravan or trailer, used for any business, trade or occupation or the carriage of any passengers.

k. Transportation of goods for trade purposes.

2. UNAVAILABLE PARTS

If a part that is needed to repair the vehicle after loss or damage has occurred is not available as a standard (ready-made) part in South Africa, we will pay an amount equal to the value of the part at the time of the loss or damage. The value of the part will be determined according to the price in the most recent catalogue or price list for the vehicle.

The vehicle must be the subject of a valid claim. The amount includes the reasonable cost to transport the part (other than by air).

3. SECURITY MEASURES

✓ 3.1 **Security device**

If a security device is required, this will be shown in the schedule (as yes) and loss of or damage to the vehicle after theft will be covered only if the required security device is:

3.1 a installed in or on the vehicle;

3.1 b in a working condition; and

3.1 c activated or put into operation when the vehicle is left unattended.

✓ 3.2 **Tracking device**

If a tracking device is required, this will be shown in the schedule (as yes) and loss of or damage to the vehicle after theft, hijacking or attempted theft or hijacking will be covered only if:

3.2 a the required tracking device is installed in or on the vehicle;

3.2 b a legally valid contract has been entered into between you and the supplier of the tracking device, this contract is in force, and the monthly fees had been paid in full at the time of any theft or hijacking or attempted theft or hijacking;

3.2 c the required tracking device is activated and in operation at the time of any theft, hijacking or attempted theft or hijacking; and

3.2 d the theft or hijacking is immediately reported to the supplier of the required tracking device.

SPECIFIC EXCLUSIONS TO THIS SECTION

✗ The following are not covered:

1. VEHICLE LOSS OR DAMAGE

1.1 Mechanical, electric or electronic breakdown, failures or breakages, including any consequential loss of or damage to any other mechanical, electrical or electronic component as a result of the mentioned breakdown, failure or breakage.

1.2 Depreciation in value whether from repairs or otherwise.

1.3 Gradual damage (such as wear, tear, rust, mildew, corrosion, decay).

1.4 Damage to tyres by the application of brakes or by punctures, cuts or bursts caused by road hazards, unless some other part of the vehicle is damaged at the same time.

1.5 Damage to the suspension system due to unevenness of the road or other surface or due to impact with such unevenness.

1.6 Damage to the vehicle resulting directly from the vehicle not being roadworthy.

2. VEHICLE LIABILITY

2.1 The amount of any compensation payable by any compulsory motor vehicle insurance legislation.

2.2 Your legal responsibility arising from using any tool or plant (including any machinery) attached to the vehicle.

2.3 Death of, or bodily injury to, any person you employ (other than domestic workers), if the death or bodily injury arises from and in the course of their employment.

2.4 Death of or bodily injury to any member of the same household as you.

2.5 Damage to property belonging to you or held in trust by you or in your custody or control.

2.6 Damage to property being conveyed by or loaded onto or unloaded from any vehicle.

2.7 Legal costs and expenses incurred after the date that we paid or offered to pay the full amount of a claim, a lesser amount needed to settle a claim, or the maximum amount for which we are liable for a claim.

2.8 Death of or bodily injury to any person who at the time was being carried in or on;

2.8 a a caravan or trailer;

2.8 b any vehicle being towed; or

2.8 c any special type vehicle.

2.9 Liability resulting directly from the vehicle not being roadworthy.

3. VEHICLE LOSS OR DAMAGE AND LIABILITY

3.1 If the vehicle is used for any purpose not described in the class of use shown in the schedule for that particular vehicle.

3.2 If you are using the vehicle while you are under the influence of intoxicating liquor or drugs, or your blood or breath alcohol concentration exceeds the legal limit.

3.3 If any other person is using the vehicle with your express or implied permission who, to your knowledge, is under the influence of intoxicating liquor or drugs or their blood or breath alcohol concentration exceeds the legal limit.

3.4 If you are using the vehicle and you do not have a licence to drive the vehicle, irrespective of where the vehicle is being driven.

3.5 If any person is using the vehicle with your express or implied permission and the person does not have a licence to drive the vehicle, irrespective of where the vehicle is being driven.

DEFINITIONS

you and your	the insured person whose name is shown in the schedule of this policy, any other members of your family who normally live with you and any other entity named as an insured in the schedule
vehicle	any car, light delivery vehicle, trailer, caravan, motorcycle or special type vehicle described in the schedule, including the standard tools, accessories and spare parts in or on it, as well as other extra accessories and parts of the vehicle while fitted to it
car	a private type of motor car (including station wagons, minibuses, motorised caravans and the like, or similar vehicles) designed to seat ten persons or fewer (including the driver), and not exceeding 3 500 kg in gross vehicle mass
light delivery vehicle	a light delivery vehicle (including a panel van or double-cab) not exceeding 3 500 kg in gross vehicle mass
trailer	a vehicle (other than a caravan) that is not self-propelled, and that is designed or adapted to be towed by a self-propelled vehicle
caravan	a vehicle that is not self-propelled, and that is designed or adapted to be towed by a self-propelled vehicle
motorcycle	a motorcycle, scooter, scrambler or quad bike
special type vehicle	any other self-propelled private vehicle not defined above, including motorised ride-on lawnmowers, golf carts and shop or mall riders not exceeding 3 500 kg in gross vehicle mass (used for private purposes only), as described in the schedule
licence	a valid driving licence in compliance with legislation of the specific country where the vehicle is used at the time of any loss or damage (a person who is learning to drive must comply with legislation concerning learner drivers)
vehicle sharing	carrying of passengers for social reasons (inclusive of learner commuting) and commuting to and from work in vehicles that are not registered or licensed for commuting purposes
countries	South Africa, Namibia, Lesotho, Botswana, Eswatini, Zimbabwe, Zambia, Malawi and Mozambique

06 ASSIST SERVICES

ROADSIDE ASSIST SERVICES

First Assist Management (FAM) manages and provides these services.

There are times when you need emergency roadside services. We offer Roadside Assist, which includes breakdown and accident services.

1. OUR BREAKDOWN SERVICES INCLUDE THE FOLLOWING:

1.1 Towing your vehicle to the nearest dealer after a mechanical or electrical breakdown.

1.2 The call-out fee plus one hour's labour for a vehicle locksmith if your keys are locked in your vehicle.

1.3 The call-out fee and one hour's labour when you have a flat tyre or battery.

1.4 Emergency delivery of 10 litres of fuel. The cost of the fuel will be for your own account.

1.5 Roadside referral: If you need roadside assistance for an uninsured vehicle, we can put you in touch with a service provider who can help you on a cash basis.

1.6 Mechanical referral: If you need a referral to a mechanical workshop, we can refer you to a reputable service provider in the area where the service is required.

1.7 Direction service: If you need help with planning a trip or need directions, we can help.

1.8 Free storage of up to 72 hours if your vehicle has been towed. (After 72 hours, storage costs will be for your account.)

1.9 A notification and message service for your family or business.

1.10 If you are stranded more than 100 km away from home after a breakdown and your vehicle needs to be towed, we will arrange and pay up to R500 towards the following:

1.10 a courtesy transport for you and up to six persons to one nominated destination;

1.10 b hotel accommodation for you and up to six persons if there is an overnight delay; or

1.10 c car hire for 24 hours, on condition that you provide payment upfront by credit card for delivery and collection charges as well as the cost of the first full fuel tank.

1.11 We will also pay up to R500 towards the cost of collecting the vehicle and returning it to your normal place of residence after your vehicle has been repaired.

These breakdown benefits are limited to three claims per insured vehicle in any renewal period.

2. OUR ACCIDENT SERVICES, WHICH ARE UNLIMITED, INCLUDE THE FOLLOWING:

2.1 We will tow your vehicle to the nearest approved panel beater or yard after an accident.

2.2 We will give you advice on our collision claims procedure.

SPECIFIC TERMS AND CONDITIONS TO THIS SECTION

1. When you insure your vehicle with Nedbank Insurance, you must call the Roadside Assist and Tow Line on 0861 262 636 (choose option 2) after an accident. If you don't, you will have to pay for the cost of towing and storing your vehicle. Please save the Roadside Assist and Tow Line number on your phone.
2. If your vehicle is towed to an unauthorised location and it is stored there, repairs will be delayed while you negotiate the price to release your vehicle from those facilities.

DRIVE ME HOME SERVICES

These services are managed and provided by The Digicall Group

1. OUR 'DRIVE ME HOME' AND 'PICK ME UP' ASSIST SERVICES INCLUDE THE FOLLOWING:

1.1 **Drive me home** is a service offered to get you and your vehicle home safely after an evening out. Two drivers will be sent to your location, one of whom will drive you home in your own vehicle.

1.2 **Pick me up** is a service offered to get you from one location to another. A professional team of drivers are on standby and at your service. Whether you are running between meetings, going to the airport or collecting your serviced car from the dealership, you can rely on our Pick me up service.

Drivers hold valid driving licences and carry cellphones with GPS access.

2. THE BENEFIT

We cover two trips in any one calendar month per policy, limited to 50 km per trip. Extra kilometres will be charged at R11 per kilometre as shown in the schedule and will be for your own account. You can pay cash.

The DRIVE ME HOME and PICK ME UP booking process and contact details are set out in your policy schedule under Section 06 Assist Services.

SPECIFIC TERMS AND CONDITIONS TO THIS SECTION

1. Bookings must be arranged at least 60 minutes in advance during off-peak periods, and up to 90 minutes in advance during peak periods. The service operating hours are set out in the definitions table below.
2. Trips are limited to a total of 50 km for one trip and extra kilometres will be charged at R11 per kilometre and will be for your own account.
3. Trips that are not used in a particular calendar month will be forfeited and the service cannot be accumulated and carried forward to a new month.
4. **Services for public holidays** must be booked by 17:00 on the day before the public holiday.
5. **The service is available if the pick-up point is within the following metropolitan areas only:**
   - 5.1 Johannesburg
   - 5.2 Cape Town
   - 5.3 Durban
6. If you want to be taken from an area that is covered to an area that is not covered (or vice versa) the trip will be covered within a 50 km radius. However, if both areas are not covered, the trip will not be arranged.

7. At the specified time and location, the call centre will notify you that the pick-up driver has arrived, and you will have 15 minutes to meet the driver. If you do not meet the driver within 15 minutes, the call centre will notify you that the driver will be leaving and the trip cancelled.
8. Cancellation and rescheduling rules will apply as follows:
   - 8.1 During off-peak periods, bookings that are not cancelled more than 60 minutes before the arranged collection time will be deducted from your total covered incidents.
   - 8.2 During peak periods, bookings that are not cancelled more than 90 minutes before the arranged collection time will be deducted from your total covered incidents
9. If you need more trips, The Digicall Group will facilitate the booking of these for your own account (you may pay cash). The cost per extra trip is R575 per trip as shown in the schedule. This covers 50 km and any extra kilometres will be charged at R11 per km.
10. The service is available to you and a maximum of two passengers, collected from a single pick-up point and transported to a single drop-off point. The service will not allow for various drop-off points.
11. If, while using these services, your vehicle or property or another person's property is damaged, neither the driver nor The Digicall Group will be liable for any damages or costs incurred, and a claim must be submitted to your insurer. If your vehicle is insured with us (depending on the cover you selected), all the terms and conditions of such cover must be met and will be applied to your claim.
12. You may not be able to secure your preferred pick-up time on high demand dates such as New Year's Eve due to capacity constraints. Available pick-up times will be communicated and agreed at the time you book one of these services.

DEFINITIONS

you and your	the insured person whose name is shown in this policy, any other members of your family who normally live with you and any other entity named as an insured in the schedule
pick-up point	this is the prearranged location where the driver will meet you to take you to the drop-off point
drop-off point	this is the prearranged final destination that the driver will deliver you to
trip	this is journey starting at the pick-up point and ending at the drop-off point
servicing operating hours	seven days a week from 16:00 to 03:00

ADDITIONAL INFORMATION FOR CLIENT

Servicing times	First booking	First pick-up	Last booking	Last pick-up
Off-peak times – Sunday evening to Thursday morning	16:30	17:30	02:00	03:00
Peak times – Thursday evening to Sunday morning	16:00 * Public holidays must be booked by 17:00 on the day before the public holiday.	17:30	02:00	03:00

07 SMALL CRAFT

07 SMALL CRAFT

PRIMARY COVER

1. COMPREHENSIVE

✓ We cover accidental loss of or damage to the small craft shown in the schedule.

EXTENDED COVER

1. COSTS TO PREVENT A LOSS

✓ We will compensate you for the reasonable costs you incur to prevent or reduce loss or damage covered under this section.

2. SIGHTING COSTS AFTER STRANDING, SINKING OR COLLISION

✓ We will compensate you for the reasonable costs you incur for sighting the hull of the small craft for possible damage that may have occurred due to stranding, sinking or collision of the small craft.

3. STORAGE, SAFEGUARDING AND TRANSPORT COSTS

✓ We will compensate you for the reasonable costs you incur to store, safeguard and transport the small craft to the nearest repairer if it is not in working order due to loss or damage covered under this section.

4. SALVAGE COSTS

✓ We will compensate you for the reasonable costs you incur to salvage the small craft, including lifting, removing and destroying (if applicable) the wreckage. But you first need our written approval.

5. RECOVERY COSTS

✓ We will compensate you for the reasonable costs you incur to recover the small craft if it has been stolen or hijacked. But you first need our written approval.

6. DELIVERY AFTER REPAIRS

✓ We will compensate you for the reasonable costs you incur to deliver the small craft to the address where you normally keep it once the repair work that we have authorised has been completed.

7. EMERGENCY REPAIRS AFTER LOSS OR DAMAGE

✓ We will compensate you for emergency repairs of the small craft if you have a valid claim under this section. We will compensate you only for the repairs needed to enable you to continue your journey.

You may authorise these emergency repairs without first obtaining our approval, but only if the repairer gives you a full itemised invoice, which you have to send to us.

Limit: The amount shown in the schedule.

8. EMERGENCY COSTS

✓ We will compensate you for the costs of emergency services that you have to pay to any public authority after loss of or damage to the small craft that is covered under this section.

Limit: The amount shown in the schedule.

9. MEDICAL EXPENSES OF PASSENGERS

✓ If the small craft sinks or collides, we will compensate you for the medical expenses you incur for the treatment of injuries to persons who were passengers in or on the small craft at the time. It must not be possible to recover the medical expenses from any other insurance or facility.

Limit: The amount shown in the schedule.

10. TRAUMA TREATMENT

✓ We will compensate you for the costs of trauma treatment that you incur if you have experienced a hijacking or attempted hijacking of the small craft. The trauma treatment must be given by a registered professional counsellor. It must not be possible to recover the expenses from any other insurance or facility.

Limit: The amount shown in the schedule.

OPTIONAL COVER (ONLY IF SHOWN IN THE SCHEDULE AS INCLUDED)

If the cover option below is shown (as yes) in the schedule, we will cover you as shown under that heading. If the cover option is blank or not selected, you do not have that optional cover.

1. OUTBOARD MOTORS

✓ We will compensate you for accidental loss of or damage to outboard motors shown in the schedule.

Limit: The amount shown in the schedule.

2. SPECIFIED ACCESSORIES (SUCH AS WATER SKIS, LIFE JACKETS AND ELECTRONIC EQUIPMENT)

✓ We will compensate you for accidental loss of or damage to the accessories of the small craft described in the schedule.

Limit: The amount shown in the schedule.

3. COVER FOR CREDIT SHORTFALL

✓ We will pay the difference between the amount we paid as compensation for the small craft and the outstanding settlement amount in terms of a credit agreement as defined by the National Credit Act (34 of 2005) that you entered into with a registered financial institution.

We will pay this difference only if we accept a claim for the small craft being either:

3.1 in our opinion beyond economical repair following loss or damage; or

3.2 stolen and not recovered in a reasonable period.

✗ **We will not pay for:**

3.3 any arrears, including interest payable on the arrears; or

3.4 any refunds of premiums for cancellation of insurance cover for the small craft.

SMALL CRAFT LIABILITY

1. LIMIT OF COMPENSATION

✓ We will compensate you for amounts you must legally pay to a third party due to an event (occurring during the currency of this policy) that has happened in connection with your use of the small craft or the towing of a stranded small craft.

Limit: The amount shown in the schedule. The limit includes all costs and expenses we incur and that you incur with our prior written approval.

2. LIABILITY TO THIRD PARTIES IF A PERSON OTHER THAN YOU USES THE SMALL CRAFT

✓ We will compensate any person other than you for amounts they must legally pay to a third party due to an event (occurring during the currency of this policy) that has happened in connection with their use of the small craft or the towing of a stranded small craft.

This legal liability is offered only if the other person using the small craft meets all the following conditions:

2.1 the person complied with all the General conditions and exclusions of this policy and the Specific terms and conditions to this section in so far as they apply;

2.2 the person used the small craft with your permission;

2.3 the person is not entitled to compensation for a third-party claim from any other policy or insurance facility;

2.4 the person was never refused small-craft insurance or the continuation of any small-craft insurance.

3. LIABILITY OF WATERSKIERS OR PARASAILORS

✓ We will compensate you for amounts that you are legally liable for which a water-skier or parasailor has had to pay due to an event that had happened (during the currency of this policy) while the water-skier or parasailor had been towed by the watercraft.

✗ **We will not pay compensation:**

3.1 if the waterskier or parasailor is entitled to indemnity under another policy;

3.2 for accidental death of, bodily injury to or illness of a person who is a member of the household of the waterskier or parasailor, or a person in the service of the waterskier or parasailor if the death, bodily injury or illness arises from their service;

3.3 for accidental physical loss of or damage to property belonging to, or kept in trust by, or under the charge or control of, or in the custody of, the waterskier or parasailor, or any member of the household of the waterskier or parasailor or any person in the service of the waterskier or parasailor;

3.4 if the waterskier or parasailor does not comply with the General conditions and exclusions of this policy or the Specific terms and conditions to this section in so far as they apply.

4. PASSENGER LIABILITY

✓ We will compensate you for amounts you must legally pay to a person who, at the time of the event, has been transported in or on the small craft.

5. REPRESENTATION OR DEFENCE

We are entitled to arrange representations or defences that are the subject of any compensation under this section, including:

5.1 representation at any legal autopsy or inquest for any death; and

5.2 the defence of any action that has been the cause of or is related to any event.

SPECIFIC TERMS AND CONDITIONS TO THIS SECTION

1. USE OF THE SMALL CRAFT

The small craft may be used for social, domestic and pleasure purposes only.

We do not cover any of the following uses of the small craft:

1.1 Any activity involving or arising from:

1.1 a racing, competitions or regattas (other than yachts under sail participating in amateur sailing events); or

1.1 b tests, speed trials or other contests of any kind.

1.2 Uses involving a business, trade or profession.

1.3 Hiring.

1.4 Carrying passengers for reward.

1.5 Using the small craft anywhere outside the countries.

2. UNAVAILABLE PARTS

✓ If a part that is needed to repair the small craft after loss or damage is not available as a standard (readymade) part in South Africa, we will pay an amount equal to the value of the part at the time when the loss or damage occurred. The value of the part will be determined according to the price given in the most recent catalogue or price list applicable to the small craft.

The amount includes the reasonable cost to transport the part (other than by air).

3. BASIS OF INDEMNITY AND LIMIT OF COMPENSATION

✓ 3.1 If the small craft is less than five years old, the basis for our compensation will be the cost to replace the small craft or part of it with a similar new property, limited to the insured amount shown is the schedule.

3.2 If the small craft is older than five years, the basis for our compensation will be the cost to replace the small craft or part of it up to its reasonable market value, limited to the insured amount shown in the schedule. This will be established by getting market value quotations from two qualified small-craft dealers of our choice.

3.3 Our compensation for sails, protective covers, fixtures and fittings, outboard motors, inboard motors and batteries will be the cost to replace these items up to their reasonable market value.

If we find that it is not economical to repair the small craft, our compensation will be limited to the insured amount shown in the schedule.

SPECIFIC EXCLUSIONS TO THIS SECTION

✗ **The following are not covered:**

1. SMALL CRAFT LOSS OR DAMAGE

1.1 Theft or attempted theft of the fixtures, fittings, equipment or outboard motors of the small craft that are not securely bolted to the small craft:

1.1 a if the small craft is left unattended;

1.1 b out of domestic outbuildings that are not attached to any private residence; and

1.1 c from any other storage place.

1.2 Jet skis or wet bikes in the open or on a trailer if left unattended.

1.3 Outboard motors that are not securely chained or bolted to the small craft, dropping off or falling overboard.

1.4 Mechanical, electric or electronic breakdown, failures or breakages, including any consequential loss of or damage to any other mechanical, electrical or electronic component because of the mentioned breakdown, failure or breakage.

1.5 Gradual causes such as wear, tear, rust, mildew, corrosion and decay.

1.6 Scratching, bruising or denting caused by or resulting from transit, loading or offloading.

1.7 Damage caused by household pests such as rodents, ants and moths.

1.8 Damage caused by any manner or method of cleaning, repairing, restoring or maintenance.

1.9 Damaged caused by a latent defect in the small craft's design or construction.

1.10 Damage to sails and protective covers torn by wind or blown away while being hoisted.

1.11 Damage caused because the small craft is not seaworthy.

1.12 Depreciation in value because of repairs or otherwise.

2. SMALL CRAFT LIABILITY

2.1 Legal costs and expenses incurred after the date we have settled or offered to settle a third-party claim:

- 2.1 a up to the limit of this section; or
- 2.1 b for amounts we believe will settle the third-party claim.

2.2 Costs or expenses due to:

- 2.2 a advice or treatment other than first aid, given or supplied by you or by any person acting on your behalf; or
- 2.2 b claims recoverable from any other section of this policy or from any other policy, whether you have claimed or not.

2.3 Liability because the small craft is not seaworthy.

2.4 Liability that arises when the small craft is transported on the road.

3. SMALL CRAFT LOSS, DAMAGE AND LIABILITY

3.1 If the small craft is used for any purpose other than shown in the schedule.

3.2 If the small craft is piloted by a person who does not have a valid skipper's licence required in terms of the relevant shipping legislation or does not comply with the relevant legislation applicable to the use of the small craft.

3.3 The following items, if they are not adequately protected from water and natural elements that the small craft is usually exposed to:

- 3.3 a anybody's clothing or personal effects;
- 3.3 b gear of any nature;
- 3.3 c sports or recreation equipment;
- 3.3 d safety and medical supplies;
- 3.3 e small-craft items not attached to the small craft; and
- 3.3 f electronic and mechanical equipment.

DEFINITIONS

you and your	the insured person whose name is shown in the schedule of this policy, any other members of your family who normally live with you and any other entity named as an insured in the schedule
small craft	the hull, not exceeding eight metres in length, inboard motors, rudder, propeller, hoardings, moorings, sails, spars, masts, rigging, fixtures, fittings, accessories and equipment of any small craft shown in the schedule
countries	South Africa, Mozambique, Namibia, Botswana, Lesotho, Malawi, eSwatini, Zambia and Zimbabwe, including up to 20km off the coast of South Africa, Mozambique and Namibia
sighting	the checking and inspection of the small craft hull after stranding, sinking or collision
seaworthy	a small craft that can be used safely on water
outboard motor	a motor attached to the outside of the hull of a small craft that must be shown separately in the schedule
inboard motor	a motor attached to the inside of the hull of the small craft; an inboard motor forms part of the small craft
yacht	a small craft that is propelled by a sail only

08 PERSONAL ACCIDENT

08 PERSONAL ACCIDENT

PRIMARY COVER

1. INSURED EVENTS

Accidental death and accidental permanent disability

We will pay compensation for your accidental death and/or accidental permanent disability caused directly by a bodily injury within 24 months of an accident.

2. BASIS OF COMPENSATION

2.1 **Accidental death** – the insured amount shown in the schedule next to your name.

2.2 **Accidental permanent disability** – a percentage of the insured amount shown in the schedule next to your name. The percentage that will apply is shown in the compensation table below.

3. INSURED EVENTS

Item	Description of accidental permanent disability	Percentage of insured amount
1.	Loss by physical separation at or above the wrist or ankle of one or more limbs	100%
2.	Loss of four fingers of one hand	75%
3.	Loss of a thumb 3.1 Both phalanges 3.2 One phalanx	 25% 10%
4.	Loss of a finger 4.1 Three phalanges 4.2 Two phalanges 4.3 One phalanx	 10% 8% 4%
5.	Loss of metacarpals 5.1 First or second (additional) 5.2 Third, fourth or fifth (additional)	 3% 2%

6.	Loss of toes 6.1 All of one foot 6.2 Big toe (both phalanges) 6.3 Big toe (one phalanx) 6.4 Other than the big toe, if more than one toe is lost, for each toe	 30% 15% 2% 1%
7.	Loss of hearing 7.1 Both ears 7.2 One ear	 100% 25%
8.	Total and irreparable loss of sight in one or both eyes Loss of 8.1 sight, except perception of light 8.2 a lens of the eye	100% 75% 75%
9.	9.1 Total paralysis or being permanently bedridden 9.2 Total disablement, being unable ever to continue with the occupation or doing the normal work that you have been trained to do or have the required knowledge to do.	100% 100%

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

Where this compensation scale does not provide for a particular permanent disability, we will consider compensation for the permanent disability if, in our opinion, it does not contradict the compensation table of benefits.

EXTENDED COVER

1. DISAPPEARANCE

✓ We will pay compensation if you disappear and it can be reasonably assumed that you have died in an accident covered under this policy, on condition that you agree to pay back the money if you are found to be alive.

2. EXPOSURE

✓ We will pay compensation for your accidental death caused by starvation, thirst or exposure to elements of nature.

3. REPATRIATION

✓ We will compensate your estate for the reasonable and necessary costs for the return of your body to your normal place of residence, but only if your death resulted from an accident covered under this policy. It must not be possible to recover the expenses from any other insurance or facility.

Limit: The amount shown in the schedule.

4. TRAUMA TREATMENT

✓ We will compensate you for the costs you pay for trauma treatment by a registered professional counsellor after a violent act of theft, burglary, hold-up, hijacking or attempted hijacking or fire. It must not be possible to recover the expenses from any other insurance or facility.

Limit: The amount shown in the schedule.

5. MOBILITY COVER

✓ We will compensate you for the reasonable and necessary costs for a wheelchair and changes to your vehicle and home following your permanent disability as a result of an accident covered under this policy. It must not be possible to recover the expenses from any other insurance or facility.

Limit: The amount shown in the schedule.

6. LIFE SUPPORT MACHINERY

✓ We will compensate you for the cost of life support machinery and equipment following an accident. It must not be possible to recover the expenses from any other insurance or facility.

Limit: The amount shown in the schedule.

OPTIONAL COVER (ONLY IF SHOWN IN THE SCHEDULE AS INCLUDED)

If the cover option below is shown (as yes) in the schedule, we will cover you as shown under that heading. If the cover option is blank or not selected, you do not have that optional cover.

1. TEMPORARY TOTAL DISABLEMENT

✓ We will compensate you for temporary total disablement if you cannot continue your occupation or do the normal work that you have been trained to do or have the required knowledge to do.

Limit: Weekly compensation up to the amount per week and the number of weeks shown in the schedule.

2. MEDICAL EXPENSES

✓ We will compensate you for medical expenses that you incur in the 24 months following an accident. It must not be possible to recover the medical expenses from any other insurance or facility.

Limit: The amount shown in the schedule.

SPECIFIC TERMS AND CONDITIONS TO THIS SECTION

1. MAXIMUM COMPENSATION PAYABLE - PRIMARY COVER

We will compensate you up to the amount shown in the schedule under death and permanent disability for a single claim or series of claims resulting from the same event that has happened during the period of insurance.

Compensation under Extended cover and Optional cover are additional to the insured amounts for Primary cover.

2. OTHER INSURANCE

General condition 10 'Other insurance' does not apply to this section.

3. MEDICAL EXAMINATIONS

You must go for any medical examination that we may need, and we will pay for it.

4. MEDICAL EXAMINATIONS

If you have any bodily injury that may result in a claim, you must seek medical advice within a reasonable time and follow that advice. If you do not seek medical advice, we have the right to refuse compensation for any consequences of your failure to follow the medical advice.

5. COMPENSATION PAYABLE IF YOU DIE

If you die, we will pay compensation to your estate.

SPECIFIC EXCLUSIONS TO THIS SECTION

✕ The following are not covered:

1. DEATH, PERMANENT DISABILITY, TEMPORARY TOTAL DISABLEMENT OR MEDICAL EXPENSES DUE TO THE FOLLOWING:

1.1 Suicide, attempted suicide or intentional self-inflicted injury.

1.2 Insanity, neurosis or stress-related conditions.

1.3 Any physical disability or infirmity present at the start of this insurance.

1.4 Sickness or disease of any nature present at the start of this insurance.

1.5 Pregnancy, childbirth, miscarriage, abortion or any consequences of these activities.

2. YOUR PARTICIPATION IN ANY OF THE FOLLOWING ACTIVITIES:

2.1 Defence force, police service or correctional services.

2.2 Racing other than on foot or in a non-motorised watercraft.

2.3 Motorcycle riding.

2.4 Mining.

2.5 Manufacturing of or using explosives.

2.6 Wilful misconduct.

2.7 Professional sports.

3. IF YOU ARE UNDER THE INFLUENCE OF INTOXICATING LIQUOR OR DRUGS.

4. IF YOU ARE DRIVING A VEHICLE WHILE YOUR BLOOD OR BREATH ALCOHOL CONCENTRATION EXCEEDS THE LEGAL LIMIT.

5. IF YOU ARE YOUNGER THAN 16 YEARS OR OLDER THAN 80 YEARS WHEN THE ACCIDENT HAPPENS.

DEFINITIONS

you and your	the person who's name is shown in the schedule of this section as an insured person
death	death occurring within 24 consecutive months of the accident
bodily injury	physical injury to the body caused by an accidental, violent, visible and external event
accident	an event that causes bodily injury that you could not avoid, that you did not intend and that you could not have expected or foreseen
permanent disability	permanent disability, as described in the compensation table, occurring within 24 consecutive months after sustaining the bodily injury
temporary total disablement	(that has been caused by bodily injury) – total and absolute incapacity from following your usual business or occupation, lasting longer than seven consecutive days

09 LEGAL EXPENSES

09 LEGAL EXPENSES

PRIMARY COVER

1. INSURED EVENTS

✓ We will compensate you for legal expenses that we have approved in writing relating to any of the following events:

1.1 Civil legal action brought by you or against you in your private capacity.

1.2 Your defence against a criminal charge (including the cost of a bail application and the bail amount) if you were charged with a criminal offence.

1.3 Legal action by or against you in a labour court.

1.4 Any legal action in connection with family matters, for example divorce, child custody disputes, maintenance suits and access to children.

1.5 Accidental death. This is not a death benefit payment, but we cover the legal expenses incurred in the event of accidental death, for example finalising your estate. We will pay an amount up to the maximum limit of R10 000. We pay this benefit into your estate account or to your nominated beneficiary's account.

SPECIFIC TERMS AND CONDITIONS TO THIS SECTION

1. LIMIT OF COMPENSATION

1.1 We will pay legal expenses up to the amount shown in the schedule for a single claim or a series of claims resulting from a single event.

1.2 Our compensation is limited to two separate events during a renewal period.

2. PREFERRED ATTORNEYS

2.1 Our compensation for legal expenses is based on the tariff that our preferred attorneys charge. If you decide not to use one of our preferred attorneys, you will be responsible for the difference between our tariff and the tariff that an attorney who you have appointed charges.

3. RECOVERY

3.1 If any legal expenses are recovered from another party, the money must be paid to us.

4. CLAIMS FALLING UNDER THE JURISDICTION OF THE SMALL CLAIMS COURT

4.1 All civil matters falling under the jurisdiction of the Small Claims Court must be heard in the Small Claims Court.

SPECIFIC EXCLUSIONS TO THIS SECTION

✕ The following are not covered:

1. LEGAL EXPENSES RELATING TO AN EVENT IN CONNECTION WITH:

1.1 your business or occupation, property renting or letting by or on behalf of a landlord, professional sports, copyrights, patent rights or other similar rights;

1.2 the use of a vehicle or watercraft powered by an engine for racing purposes;

1.3 the ownership, possession, use or handling of any aircraft or aerial device;

1.4 a wrongful act or omission where violence, dishonesty or immorality is an element

1.5 civil legal action contemplated or instituted between the following parties:

1.5 a you, your spouse and your children covered under this section (this exclusion does not apply to family matters covered under insured events); and

1.5 b you and us;

1.6 a vehicle involved in an accident while at the time of the accident:

1.6 a the vehicle is driven by you while you are under the influence of intoxicating liquor or drugs, or your blood or breath alcohol concentration is more than the legal limit, or you do not have a licence to drive the vehicle;

1.6 b the vehicle is driven by a person who has your express or implied permission but does not have a licence to drive the vehicle;

1.6 c the vehicle does not have a valid motor vehicle licence; or

1.6 d the vehicle is not roadworthy;

1.7 your using the vehicle for hire or reward (this exclusion does not apply to vehicle sharing);

1.8 a traffic offence for which an admission of guilt has been issued;

1.9 the recovery or payment of any excess for any insurance claim;

1.10 causes of action that happened before the start date or during the waiting period of this section;

1.11 any matter that conflicts with legislation;

1.12 any matter that we did not authorise in writing; and

1.13 appeals and arbitration matters.

2. LEGAL EXPENSES FOR ANY ACTUAL OR CONTEMPLATED LEGAL ACTION OUTSIDE OF SOUTH AFRICA

3. LEGAL EXPENSES IF:

3.1 the legal action is continued or defended in a way that differs from the advice of the attorney or advocate who represents you;

3.2 you do not give timely, proper instructions and complete information to your attorney or advocate;

3.3 the legal costs and legal expenses are for non-litigious matters, including applications for adoption, servitude, declaration of rights, appeals, administration of estates, drafting of legal contracts and debt counselling; and

3.4 you have other insurance for legal costs and legal expenses and do not tell us, or you prejudice our rights to claim pro rata compensation, fair compensation, or both.

DEFINITIONS

you or your	the person named in the schedule, their spouse and their child or children
child or children	natural, legally adopted and stepchildren younger than 21 years, who are financially dependent on you and normally live with you
legal expenses	costs and expenses for legal services approved by us in writing, and for which you are liable, including costs incurred by the attorney
licence	a valid driving licence in compliance with legislation of the specific country where the vehicle is used at the time of any loss or damage. A person who is learning to drive must comply with legislation concerning learner drivers
vehicle sharing	carrying of passengers for social reasons (including learner commuting) and commuting to and from work in vehicles that are not registered or licensed for commuting purposes
civil legal action	an institution and/or defence of legal action procedure by way of summons
waiting period	for family matters a waiting period of 6 months and for all other matters a waiting period of 3 months from the start date of this section of the policy. For Legal advice, support services and accidental death there is no waiting period. We do not pay compensation for legal expenses, bail applications or bail costs for events that happen during the waiting period.
accidental death	An unexpected, unforeseen and unintentional incident caused by violent, external and visible means that results in injury leading to death. It does not include illness or disease or any naturally occurring condition or degenerative process. This means that if the death is linked to an existing medical condition, this would not be considered as accidental.

If you have any questions about your MyCover policy, please contact us on 0860 333 111.

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