



WesBank in association with auto  general

# DRIVA COVER

Terms and Conditions



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They include plain language, logical structure, a clean layout and descriptive headlines. The Mark was awarded by Plain Business Writing (Pty) Ltd.

# Contents

|                                       |    |
|---------------------------------------|----|
| General terms and conditions          | 2  |
| Vehicle – comprehensive               | 6  |
| Vehicle – third party, fire and theft | 8  |
| Vehicle – third party only            | 10 |
| Off-road vehicle – comprehensive      | 12 |
| Motorcycle – comprehensive            | 14 |
| Caravan                               | 16 |
| Caravan – loose contents of caravan   | 17 |
| Golf cart – comprehensive             | 17 |
| Trailer                               | 18 |
| Watercraft                            | 20 |
| Home contents                         | 22 |
| Portable possessions                  | 25 |
| Buildings                             | 26 |

# General terms and conditions

This section explains the rules relating to your chosen cover.

## What makes up your insurance policy

Your schedule, terms and conditions, together with any correspondence sent to you, as well as any verbal agreements made, will form your insurance policy. Please ensure that you are familiar with the contents of all the documents and that all the details noted on your schedule are correct in every respect.

The general terms and conditions of this policy are applicable to you the policyholder, household members and anyone who acts on your behalf, as well as any person using the insured items with your general consent or that of your household members or regular driver.

## Definitions of terms used in your insurance policy

### Schedule

The part of your policy that lists all the details of the cover under your policy. This includes the description of your insured items, the premium, excesses and endorsements applicable to your cover.

### Regular Driver

The regular driver is the person who drives the insured vehicle most often and more frequently than any other person and is named specifically on your schedule.

### No-Claims Bonus

Your No-Claims Bonus (NCB) is based on the period for which you have been comprehensively insured with no interruptions in cover and without any claims or losses.

### Vehicle Use

The use type for which your vehicle is insured is stated on your schedule. It is important to ensure that your vehicle is covered for the correct use. If your vehicle is not insured for the correct use, you will not have cover when you claim.

### Vehicle

Any motor vehicle or light delivery vehicle (LDV) that is registered in South Africa.

### Excess

Your excess is the first amount you pay when you claim and is indicated on your schedule.

### Additional Excess

Any supplementary excess that is added to the basic excess. All additional excesses are noted on your schedule.

### Household Member

This is any person who resides with you at the residential address.

### Navigator

The person who controls or navigates a watercraft.

## How we indemnify you

Subject to the terms of your policy, we have the option to pay, replace or repair (or any combination of these) through a supplier or repairer of our choice.

If parts for repairs of an insured item are not available and this delays the repairs, we will not indemnify you for the inconvenience or money you lose or for any liability you may incur because of the delay, including but not limited to additional car hire.

Where a claim is settled for lost items that are subsequently found or for damaged items that cannot be repaired, these found and or damaged items become ours upon claims finalisation.

## **What you pay when you claim - the excess(es)**

Every time something happens for which you claim, you must pay the basic excess. You must also pay any of the additional excesses reflected in your schedule, in addition to the basic excess, where applicable.

## **Policy changes and cancellation**

We may change or cancel your policy by giving you 30 days' notice. We may give notice verbally, electronically or by post to your last known address. Any change or cancellation that you make will be effective from the time and date as agreed to. Please note that, if you cancel your policy during the course of an insured month, the premium paid for the rest of that month will not be refunded to you.

If you cancel your policy or any part thereof because you also have cover for the same item/s with another insurer, or your vehicle was sold, stolen or written off, or for any other reason, your premium refund will be limited to premiums actually paid in the 12 months prior to cancellation.

## **Policy Review**

Your policy will be reviewed annually on the anniversary date. Any changes made to your policy prior to the review date will also be subject to the annual review.

## **Payments**

Your policy is a monthly policy and you must make the monthly payment in advance, on the deduction date as stated on the schedule. If your deduction date falls on a Sunday or public holiday, your debit order may be lodged for an earlier date.

## **Payment not received**

If we do not receive the monthly payment for a policy on the deduction date(s) as stated on the schedule, you will not have any cover for the period for which you did not pay. From the second month's due payment, if payment is not made, we will allow a 15-day period of grace for payment, after which we will again lodge for payment. We will then also charge a non-refundable deduction fee. If your premium is not received on your preferred deduction date, an attempt may be made to collect your premium on a more suitable deduction date in an effort to keep you covered. If payment is not received for three consecutive months, the policy will be cancelled immediately.

## **Reinstatement of interrupted cover**

When cover is interrupted because we did not receive your payment, we have the right to debit your account to reinstate your cover. We will then charge a reinstatement fee and debit your account with it as soon as possible. In addition to the reinstatement fee, you must also make a payment for the cover to recommence.

## **Sharing of information**

We respect the confidentiality of your information. In order to ensure sound insurance practises and prevent insurance fraud we confirm and disclose information relating to claims, insurance and financial history where applicable. This is applicable to anyone covered under this policy.

## **We can act on your behalf**

We can also act on your behalf when you submit a claim. We can claim against other parties to recover costs or to defend any claim that they may have against you. Should your excess be recovered from the other party we will refund this to you.

## **Your obligations**

If you do not fulfil any of the following obligations, your cover may be cancelled or you may not enjoy cover when you claim.

**Your obligations are to:**

1. give us true and complete information;
2. comply with all our reasonable requests;

3. assist us in all ways to be indemnified from any other person who caused the loss for which you claim;
4. use all reasonable care and take all reasonable precautions to prevent or minimise loss, damage, death, injury or liability;
5. not admit any fault, nor make any offer of/or settlement, without our written agreement;
6. not permit any replacement or repairs that have not yet been authorised by us. You must obtain our approval before repairing any damaged items;
7. inform us if any of the policy details or declarations are incorrect or if any of these details or declarations change;
8. tell us if you change the address where you usually keep the items we insure;
9. tell us about any convictions or offences related to dishonesty by you or any person covered under your policy;
10. allow us to enter your premises and take, keep possession of and deal with any claimed property in any way we consider reasonable. You may not abandon any damaged property, whether we have taken possession of the property or not; and
11. tell us anything you have not disclosed, that may be important for us to know in order to accept the policy, or about anything that changes that may be important for us to continue accepting the policy, for example criminal conviction for fraud.

### **Important time limits**

We will only indemnify you for a claim if you:

1. inform us and give us full details of anything that has happened that you may claim for, within 30 days of becoming aware of such an incident;
2. report anything that is lost or stolen to the police, within 48 hours;
3. give us any documents that you receive in connection with any claim, within 14 days of receiving such documents; and
4. provide us with any information, proof, documentation and co-operation that we ask for, within 14 days of our request.

### **Proof**

When you claim, you may be asked to prove ownership and value of the items you claim for.

### **Dual Insurance**

If any loss, damage or injury insured under this policy is also insured by another insurance product or insurer, we will only indemnify you for our portion of the loss.

### **We do not indemnify you for:**

Any claim for loss, damage, death, injury or liability that is caused by or results from:

#### **Riots, wars, political acts, public disorder, terrorism or any attempted such acts:**

1. civil commotion, labour disturbances, riot, strike, lock-out or public disorder, or any act or activity that is calculated or directed to cause any of the above;
2. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
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;
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;
5. any act that is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any state or government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof;

6. any attempt to perform any act referred to in clause 4 or 5 above; and
7. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in any of clauses 1 to 6 above.

**Wear and tear and breakdown – this includes:**

1. any cause that was not sudden and unforeseen;
2. gradual deterioration, including rising damp, wear and tear, breakage, depreciation, rust, mildew, perishing or fading;
3. a rise in the underground water table or pressure caused by it;
4. defective lubrication or lack of oil or coolant;
5. mechanical, electrical or electronic breakdown, defect or failure;
6. damage to consumable parts or parts with a limited lifespan;
7. damage recoverable under any maintenance or lease agreement;
8. servicing, maintenance, cleaning, repairing, restoring, dyeing, bleaching or alteration;
9. computer viruses and similar destructive media;
10. faulty design or poor workmanship.

**Deliberate act**

You will not be indemnified for a claim when you or a member of your household, or anybody who acts on your behalf, deliberately causes loss, damage or injury.

**Inflation, dishonesty or fraud**

If you or anyone acting on your behalf submits a claim, or any information or documentation relating to any claim that is in anyway fraudulent, dishonest, inflated or exaggerated, we will reject the entire claim and cancel your policy retrospectively, from the date on which the incident has been reported, or from the actual incident date, whichever date is the earliest. We reserve the right to take further action if required.

**Things that happen for which the damage is covered by law.**

Any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act 1976 (No. 85 of 1976), as amended, of the Republic of South Africa, or any similar act operative in any of the territories to which your policy applies.

**Nuclear substances**

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

**Nationalisation**

Nationalisation, confiscation, commandeering or requisition by any lawfully constituted authority.

**Work stoppage**

Stoppage or slowing down of work, a process or an operation.

**Contractual liability**

Any loss arising from any contractual liability.

**Consequential loss**

Consequential loss or damage, except where it is specifically stated that damage or loss of this nature will be covered.

**Selling your possessions**

When selling your possessions, you need to have prior confirmation by your bank that valid and legal payment for the sale has been made and has been honoured, before giving the property to the other person.

## Illegal activities

Any loss or damage caused by the use of the insured items for, or in connection with, any illegal activity and/or the commission of any crime.

*If we say that a claim is not covered because of any of the general exclusions above, then you must prove the contrary.*

## South African Special Risks Insurance Association (Sasria)

SASRIA covers you for any accidental or intentional damage to your property caused by any person or group of people taking part in a riot, strike or lock-out, public disorder or civil commotion, or committing any act that has a political, social or economic aim, objective or cause, or that is in protest against any state or government. This cover is limited to things happening in South Africa. If you have taken SASRIA cover then the SASRIA policy documents will be provided separately.

## Proof

If SASRIA does not pay your claim, it is your duty to prove that you were covered with us.

## Complaints Handling Procedure

If you want to dispute a decision on a claim you can do so within 90 days by following the guidelines below:

### STEP 1:

Get in touch with our Senior Management team to discuss the outcome of your claim on 0860 10 90 59.

### STEP 2:

If you are not satisfied with the outcome, you can contact our Internal Complaints Handling Department on 0860 10 90 59.

### STEP 3:

If we have still not been able to resolve the matter to your satisfaction, you will have an additional 6 months to either institute legal proceedings or to contact the Ombudsman for Short-Term Insurance:

PO Box 32334

Braamfontein

2017

## Jurisdiction

Your policy is subject to South African law and to the jurisdiction of a South African court. We are not liable for any legal costs and expenses that are not incurred in the Republic of South Africa.

## Vehicle – comprehensive

**Under this section you may claim for any accident damage to the vehicle, or if it is stolen. You may also claim for the damage your vehicle caused to other parties' property.**

## We will indemnify you for:

### The vehicle

The vehicle is comprehensively insured. We will indemnify you if it is damaged or stolen. In the event of the vehicle being written off or stolen the most we will pay for the vehicle is its value stated on the schedule. If the vehicle is financed, we must first pay the finance company. If parts for the vehicle are not available and this delays the repairs, we will not indemnify you for the inconvenience or money you lose, or for any liability you may incur because of the delay.



It remains within our sole discretion to either repair or write a vehicle off. When a vehicle is written off and we indemnify you for your loss, we may deduct any outstanding fines and necessary costs, fees and penalties from the settlement value in order for us to become the rightful owner of the vehicle.

### **Towing and storage**

Towing from the scene of an accident and subsequent storage is covered. We will pay the reasonable cost to store the vehicle or to tow it to the nearest repairer. You will be personally responsible for the cost of the towing and storage of your vehicle if you do not call the towing number and/or do not use the approved towing operator we appoint.

### **The sound system**

The vehicle's sound system is covered, but only if your schedule states that you are paying for cover.

### **Hail damage**

Hail damage is covered, but only if your schedule states that you are paying for cover.

### **The canopy**

The canopy of the pickup is covered, but only if your schedule states that you are paying for cover.

### **Vehicle hire**

Vehicle hire is covered, as long as your claim is valid and only if your schedule states that you are paying for cover. We will pay for a hired vehicle through our preferred supplier, up to the maximum days stated on your schedule, while your vehicle is being repaired and/or if your vehicle is stolen.

### **Other parties**

1. If the regular driver is legally liable for an accident that caused damage to another party's property, we will indemnify the other party on your behalf for damages, costs and expenses. The accident must have been caused by or be in connection with:
  - a. the vehicle on the policy; or
  - b. a vehicle, motorcycle, trailer or a caravan that was towed by the vehicle on the policy; or
  - c. a vehicle that is not on the policy, but that the regular driver personally drove, as long as he/she does not own it or have it under a hire or credit agreement.

We are not liable for the vehicle he/she drove.

2. We will also indemnify the other party (excluding passengers in your insured vehicle) for damages, costs and expenses caused by any person who drove or used the vehicle on the policy with the regular driver's permission, provided that the person is subject to the terms and conditions of the policy. That person may not have a claim against another policy.

The maximum amounts we will pay under this sub-section are stated on your schedule. These limits are per incident.

## **We do not indemnify you for:**

### **No licence, under the influence, endorsed licence or invalid licence**

If the vehicle on the policy or any other vehicle is being driven by the regular driver, or if the vehicle is being driven by any person who has the general consent of the regular driver to drive the vehicle, and the driver:

1. drives while under the influence of alcohol or drugs, or while the percentage of alcohol in the driver's blood exceeds the legal limit, or when the driver fails a breathalyser test; or
2. is not licensed to drive, has an endorsed licence, whether the endorsement is displayed on the licence or is on record with the authorities for negligent, reckless or drunken driving, or for driving while the percentage of alcohol in that person's blood exceeds the legal limit.

### **An unroadworthy vehicle**

When the vehicle or the caravan or trailer that it tows is involved in an accident and it is not in a roadworthy condition as defined in the legislation relating to roadworthiness, or when the law or traffic regulations do not allow towing.

### **Unauthorised use of vehicle**

If someone uses the vehicle without your knowledge and consent and you have not laid a criminal charge against him/her with the police within 48 hours. You may also not withdraw the charge.

### **Vehicle keys left in or on the vehicle**

Loss of or damage to your insured vehicle if you, or anyone you allow to drive your insured vehicle, or anyone acting on your behalf, leaves the vehicle's keys and/or ignition keys of your vehicle in or on the vehicle.

### **Leaving the scene of an accident**

If the vehicle is involved in an accident and the person who drove the vehicle unlawfully leaves the scene of the accident.

### **Vehicle used to earn an income or for racing**

If the vehicle is used to carry fare-paying passengers, or for hiring, driving instruction, racing or competition.

### **Vehicle used to transport loads or people exceeding its registered capacity**

If the insured vehicle is used to carry any load or number of people in excess of its registered capacity.

### **Vehicle used in the motor trade**

When the vehicle is used in connection with the motor trade, unless it is in for service or repairs.

### **Vehicle used in certain countries outside South Africa**

When the vehicle is used outside South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe. We will not indemnify other parties on your behalf when the vehicle is used outside South Africa.

### **Accidental death or injury of a household member or employee**

If a member of your household dies or is injured in an accident, or if a person who works for you dies or is injured while he/she is working.

### **Property in your possession and that of your household members**

If the property in your possession is your property or the property of your household members, or other property that you and your household members have with you/them at the time of the accident.

### **Cover under the Road Accident Fund**

Anything that will be paid for under the Road Accident Fund.

## **Vehicle – third party, fire and theft**

**Under this section you may claim for certain specified damage to the vehicle, or if it is stolen. You may also claim for the damage your vehicle caused to other parties' property. You may not claim for accident damage to your vehicle.**

### **We will indemnify you for:**

#### **The vehicle**

The vehicle is insured for third party, fire and theft. We will indemnify you if it is damaged as a direct result of fire, explosion, lightning or an attempted theft, or if it is stolen. The most we will pay for the vehicle is its value stated on the schedule. If the vehicle is financed, we must first pay the finance company. If parts for the vehicle are not available and this delays the repairs, we will not indemnify you for the inconvenience or money you lose, or for any liability you may incur because of the delay.

It remains within our sole discretion to either repair or write a vehicle off. When a vehicle is written off and we indemnify you for your loss, we may deduct any outstanding fines, necessary costs, fees and penalties from the settlement value in order for us to become the rightful owner of the vehicle.

## **Towing and storage**

Towing from the scene of an accident and subsequent storage is covered. We will pay the reasonable cost to store the vehicle or to tow it to the nearest repairer. You will be personally responsible for the cost of the towing and storage of your vehicle if you do not call the towing number and/or do not use the approved towing operator we appoint.

## **The sound system**

The vehicle's sound system is covered, but only if your schedule states that you are paying for cover.

## **The windscreen**

The vehicle's windscreen is covered, but only if your schedule states that you are paying for cover.

## **The canopy**

The canopy of the pickup is covered, but only if your schedule states that you are paying for cover.

## **Vehicle hire**

Vehicle hire is covered, as long as your claim is valid and only if your schedule states that you are paying for cover. We will pay for a hired vehicle through our preferred supplier, up to the maximum days stated on your schedule, while your vehicle is being repaired and/or if your vehicle is stolen.

## **Other parties**

1. If the regular driver is legally liable for an accident that caused damage to another party's property, we will indemnify the party on your behalf for damages, costs and expenses. The accident must have been caused by or be in connection with:
  - a. the vehicle on the policy; or
  - b. a vehicle, motorcycle, trailer or caravan that was towed by the vehicle on the policy; or
  - c. a vehicle that is not on the policy, but that the regular driver personally drove, as long as he/she does not own it or have it under a hire or credit agreement.

We are not liable for the vehicle he/she drove.

2. We will also indemnify the other party (excluding passengers in your insured vehicle) for damages, costs and expenses caused by any person who drove or used the vehicle on the policy with the regular driver's permission, provided that the person is subject to the terms and conditions of the policy. That person may not have a claim against another policy.

The maximum amounts we will pay under this sub-section are stated on your schedule. These limits are per incident.

## **We do not indemnify you for:**

### **No licence, under the influence, endorsed licence or invalid licence**

If the vehicle on the policy or any other vehicle is being driven by the regular driver, or if the vehicle is being driven by any person who has the general consent of the regular driver to drive the vehicle, and the driver:

1. drives while under the influence of alcohol or drugs, or while the percentage of alcohol in the driver's blood exceeds the legal limit, or when the driver fails a breathalyser test; or
2. is not licensed to drive, has an endorsed licence, whether the endorsement is displayed on the licence or is on record with the authorities for negligent, reckless or drunken driving, or for driving while the percentage of alcohol in that person's blood exceeds the legal limit.

### **An unroadworthy vehicle**

When the vehicle or the caravan or trailer that it tows is involved in an accident and it is not in a roadworthy condition as defined in the legislation relating to roadworthiness, or when the law or traffic regulations do not allow towing.

### **Unauthorised use of vehicle**

If someone uses the vehicle without your knowledge and consent and you have not laid a criminal charge against him/her with the police within 48 hours. You may also not withdraw the charge.

### **Vehicle keys left in or on the vehicle**

Loss of or damage to your insured vehicle if you, or anyone you allow to drive your insured vehicle, or anyone acting on your behalf, leaves the vehicle's keys and/or ignition keys of your vehicle in or on the vehicle.

### **Leaving the scene of an accident**

If the vehicle is involved in an accident and the person who drove the vehicle unlawfully leaves the scene of the accident.

### **Vehicle used to earn an income or for racing**

If the vehicle is used to carry fare-paying passengers, or for hiring, driving instruction, racing or competition.

### **Vehicle used to transport loads or people exceeding its registered capacity**

If the insured vehicle is used to carry any load or number of people in excess of its registered capacity.

### **Vehicle used in the motor trade**

When the vehicle is used in connection with the motor trade, unless it is in for service or repairs.

### **Vehicle used in certain countries outside South Africa**

When the vehicle is used outside South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe.

We will not indemnify other parties on your behalf when the vehicle is used outside South Africa.

### **Accidental death or injury of a household member or employee**

If a member of your household dies or is injured in an accident, or if a person who works for you dies or is injured while he/she is working.

### **Property in your possession and that of your household members**

If the property in your possession is your property or the property of your household members, or other property that you and your household members have with you/them at the time of the accident.

### **Cover under the Road Accident Fund**

Anything that will be paid for under the Road Accident Fund.

## **Vehicle – third party only**

**Under this section you may only claim for the damage your vehicle caused to other parties' property.**

### **We will indemnify you for:**

#### **Other parties' property**

The vehicle is insured for third party only. We will only indemnify you for damage you caused to other parties' property. So, we will not indemnify you if the insured vehicle is damaged or stolen.

#### **The sound system**

The vehicle's sound system is covered but only if your schedule states that you are paying for cover.

#### **Other parties**

1. If the regular driver is legally liable for an accident that caused damage to another party's property, we will indemnify the other party on your behalf for damages, costs and expenses. The accident must have been caused by or be in connection with:
  - a. the vehicle on the policy; or

- b. a vehicle, motorcycle, trailer or caravan that was towed by the vehicle on the policy; or
- c. a vehicle that is not on the policy, but that the regular driver personally drove, as long as he/she does not own it or have it under a hire or credit agreement.

We are not liable for the vehicle he/she drove.

2. We will also indemnify the other party (excluding passengers in your insured vehicle) for damages, costs and expenses caused by any person who drove or used the vehicle on the policy with the regular driver's permission, provided that the person is subject to the terms and conditions of the policy. That person may also not have a claim against another policy.

The maximum amounts we will pay under this sub-section are stated on your schedule. These limits are per incident.

## **We do not indemnify you for:**

### **No licence, under the influence, endorsed licence or invalid licence**

If the vehicle on the policy or any other vehicle is being driven by the regular driver, or if the vehicle is being driven by any person who has the general consent of the regular driver to drive the vehicle, and if the driver:

1. drives while under the influence of alcohol or drugs, or while the percentage of alcohol in the driver's blood exceeds the legal limit, or when the driver fails a breathalyser test; or
2. is not licensed to drive, has an endorsed licence, whether the endorsement is displayed on the licence or is on record with the authorities for negligent, reckless or drunken driving, or for driving while the percentage of alcohol in that person's blood exceeds the legal limit.

### **An unroadworthy vehicle**

When the vehicle or the caravan or trailer that it tows is involved in an accident and it is not in a roadworthy condition as defined in the legislation relating to roadworthiness, or when the law or traffic regulations do not allow towing.

### **Unauthorised use of vehicle**

If someone uses the vehicle without your knowledge and consent and you have not laid a criminal charge against him/her with the police within 48 hours. You may also not withdraw the charge.

### **Leaving the scene of an accident**

If the vehicle is involved in an accident and the person who drove the vehicle unlawfully leaves the scene of the accident.

### **Vehicle used to earn an income or for racing**

If the vehicle is used to carry fare-paying passengers, or for hiring, driving instruction, racing or competition.

### **Vehicle used to transport loads or people exceeding its registered capacity**

If the insured vehicle is used to carry any load or number of people in excess of its registered capacity.

### **Vehicle used in the motor trade**

When the vehicle is used in connection with the motor trade, unless it is in for service or repairs.

### **Vehicle used in certain countries outside South Africa**

When the vehicle is used outside South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe.

We will not indemnify other parties on your behalf when the vehicle is used outside South Africa.

### **Accidental death or injury of a household member or employee**

If a member of your household dies or is injured in an accident, or if a person who works for you dies or is injured while he/she is working.

### **Property in your possession and that of your household members**

If the property in your possession is your property or the property of your household members, or other property that you and your household members have with you/them at the time of the accident.

## Cover under the Road Accident Fund

Anything that will be paid for under the Road Accident Fund.

## Off-road vehicle – comprehensive

Under this section you may claim for any accident damage to the vehicle, or if it is stolen. You may also claim for the damage you caused to other parties' property.

### We will indemnify you for:

#### The vehicle

The vehicle is comprehensively insured. We will indemnify you if it is damaged or stolen. In the event of the vehicle being written off or stolen the most we will pay for the vehicle is its value stated on the schedule. If the vehicle is financed, we must first pay the finance company. If parts for the vehicle are not available and this delays the repairs, we will not indemnify you for the inconvenience or money you lose, or for any liability you may incur because of the delay.

It remains within our sole discretion to either repair or write a vehicle off. When a vehicle is written off and we indemnify you for your loss, we may deduct any outstanding fines, necessary costs, fees and penalties from the settlement value in order for us to become the rightful owner of the vehicle.

#### Towing and storage

Towing from the scene of an accident and subsequent storage is covered. We will pay the reasonable cost to store the vehicle or to tow it to the nearest repairer. You will be personally responsible for the cost of the towing and storage of your vehicle if you do not call the towing number and/or do not use the approved towing operator we appoint.

#### The sound system

The vehicle's sound system is covered, but only if the schedule states that you are paying for cover.

#### The accessories

The accessories fitted to the vehicle, excluding its sound system, are covered to a maximum of **R10 000**. You have the option to increase this cover at an additional premium.

#### The vehicle's keys

The vehicle's keys, if they are lost or damaged, and reprogramming of the vehicle's anti-theft system are covered to a maximum of **R3 000**.

#### The vehicle's spare wheel

The vehicle's spare wheel is covered, if it is stolen.

#### Hail damage

Hail damage is covered, but only if the schedule states that you are paying for cover.

#### The canopy

The canopy of the pickup is covered, but only if the schedule states that you are paying for cover.

#### Vehicle hire

Vehicle hire is covered, as long as your claim is valid and only if your schedule states that you are paying for cover. We will pay for a hired vehicle through our preferred supplier, up to the maximum days stated on your schedule, while your vehicle is being repaired and/or if your vehicle is stolen.

## **Other parties**

1. If the regular driver is legally liable for an accident that caused damage to another party's property, we will indemnify the other party on your behalf for damages, costs and expenses. The accident must have been caused by or be in connection with:
  - a. the vehicle on the policy; or
  - b. a vehicle, motorcycle, trailer or a caravan that was towed by the vehicle on the policy; or
  - c. a vehicle that is not on the policy, but that the regular driver personally drove, as long as he/she does not own it or have it under a hire or credit agreement.

We are not liable for the vehicle he/she drove.

2. We will also indemnify the other party (excluding passengers in your insured vehicle) for damages, costs and expenses caused by any person who drove or used the vehicle on the policy with the regular driver's permission, provided that the person is subject to the terms and conditions of the policy. That person may not have a claim against another policy.

The maximum amounts that will be paid under this sub-section are stated on your schedule. These limits are per incident.

## **We do not indemnify you for:**

### **No licence, under the influence, endorsed licence or invalid licence**

If the vehicle on the policy or any other vehicle is being driven by the regular driver, or if the vehicle is being driven by any person who has the general consent of the regular driver to drive this vehicle, and the driver:

1. drives while under the influence of alcohol or drugs, or while the percentage of alcohol in the driver's blood exceeds the legal limit, or when the driver fails a breathalyser test; or
2. is not licensed to drive, has an endorsed licence, whether the endorsement is displayed on the licence or is on record with the authorities for negligent, reckless or drunken driving, or for driving while the percentage of alcohol in that person's blood exceeds the legal limit.

### **An unroadworthy vehicle**

When the vehicle or the caravan or trailer that it tows is involved in an accident and it is not in a roadworthy condition as defined in the legislation relating to roadworthiness, or when the law or traffic regulations do not allow towing.

### **Unauthorised use of a vehicle**

If someone uses the vehicle without your knowledge and consent and you have not laid a criminal charge against him/her with the police within 48 hours. You may also not withdraw the charge.

### **Vehicle keys left in or on the vehicle**

Loss of or damage to your insured vehicle if you, or anyone you allow to drive your insured vehicle, or anyone acting on your behalf, leaves the vehicle's keys and/or ignition keys of your vehicle in or on the vehicle.

### **Leaving the scene of an accident**

If the vehicle is involved in an accident and the person who drove the vehicle unlawfully leaves the scene of the accident.

### **Vehicle used to earn an income or for racing**

If the vehicle is used to carry fare-paying passengers, or for hiring, driving instruction, racing or competition.

### **Vehicle used to transport loads or people exceeding the registered capacity**

If the insured vehicle is used to carry any load or number of people in excess of its registered capacity.

### **Vehicle used in the motor trade**

When the vehicle is used in connection with the motor trade, unless it is in for service or repairs.

### **Vehicle used in certain countries outside South Africa**

When the vehicle is used outside South Africa, Kenya, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland, Tanzania, Zambia and Zimbabwe. We will not indemnify other parties on your behalf when the vehicle is used outside South Africa.

### **Accidental death or injury of a household member or employee**

If a member of your household dies or is injured in an accident, or if a person who works for you dies or is injured while he/she is working.

### **Property in your possession and that of your household members**

If the property in your possession is your property or the property of your household members, or other property that you and your household members have with you/them at the time of the accident.

### **Cover under the Road Accident Fund**

Anything that will be paid for under the Road Accident Fund.

## **Motorcycle – comprehensive**

**Under this section you may claim for any accident damage to the motorcycle, or if it is stolen. You may also claim for the damage your motorcycle caused to other parties' property.**

### **The use of the motorcycle**

You will only have cover if you use the motorcycle solely for social, domestic and pleasure purposes, and between your home and your permanent place of work.

## **We will indemnify you for:**

### **The motorcycle**

The motorcycle is comprehensively insured. We will indemnify you if the motorcycle is damaged or stolen.

The most we will pay for the motorcycle is its reasonable market value, or its value stated on the schedule, whichever is the lesser. If the motorcycle is financed, we must first pay the finance company.

It remains within our sole discretion to either repair or write a motorcycle off. When a motorcycle is written off and we indemnify you for your loss, we may deduct any outstanding fines, necessary costs, fees and penalties from the settlement value in order for us to become the rightful owner of the motorcycle.

### **Towing and storage**

Towing from the scene of an accident and subsequent storage is covered. We will pay the reasonable cost to store the motorcycle or to tow it to the nearest repairer. You will be personally responsible for the cost of the towing and storage of your motorcycle if you do not call the towing number and/or do not use the approved towing operator we appoint.

### **The accessories**

Stolen accessories are covered, if the motorcycle is stolen at the same time.

### **Other parties**

If the regular driver is legally liable for an accident caused by or in connection with the motorcycle that caused damage to another party's property, we will indemnify the other party on your behalf for damages, costs and expenses. The maximum amounts we will pay under this sub-section are stated on your schedule. These limits are per incident.



## **We do not indemnify you for:**

### **No licence, under the influence, endorsed licence or invalid licence**

If the motorcycle is being driven by the regular driver, or if the motorcycle is being driven by any person who has the general consent of the regular driver to drive the motorcycle, and the driver:

1. drives while under the influence of alcohol or drugs, or while the percentage of alcohol in the driver's blood exceeds the legal limit, or when the driver fails a breathalyser test; or
2. is not licensed to drive, has an endorsed licence, whether the endorsement is displayed on the licence or is on record with the authorities for negligent, reckless or drunken driving, or for driving while the percentage of alcohol in that person's blood exceeds the legal limit.

### **An unroadworthy motorcycle**

When the motorcycle is not in a roadworthy condition as defined in the legislation relating to roadworthiness.

### **Unauthorised use of motorcycle**

If someone uses the motorcycle without your knowledge and consent and you have not laid a criminal charge against him/her with the police within 48 hours. You may also not withdraw the charge.

### **Motorcycle used to earn an income or for racing**

If the motorcycle is used to carry goods or for trade purposes, hiring, driving instruction, racing or competition.

### **Leaving the scene of an accident**

If the motorcycle is involved in an accident and the person who drove the motorcycle unlawfully leaves the scene of the accident.

### **Motorcycle used in the motor trade**

When the motorcycle is used in connection with the motor trade, unless it is in for service or repairs.

### **Motorcycle used in certain countries outside South Africa**

When the motorcycle is used outside South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe. We will not indemnify other parties on your behalf when the motorcycle is used outside South Africa.

### **Accidental death or injury of a household member or employee**

If a member of your household dies or is injured in an accident, or if a person who works for you dies or is injured while he/she is working.

### **Property in your possession and that of your household members**

If the property in your possession is your property or the property of your household members, or other property that you or your household members have with you/them at the time of the accident.

### **Cover under the Road Accident Fund**

Anything that will be paid for under the Road Accident Fund.

### **Death or injury of any person**

If he/she dies or is injured while travelling on or mounting or dismounting the motorcycle.

# Caravan

Under this section you may claim if your caravan is damaged or stolen. You may also claim for the damage you caused to other parties' property.

## The use of the caravan

You will only have cover if you use the caravan solely for social, domestic and pleasure purposes.

## We will indemnify you for:

### The caravan

The caravan is comprehensively insured. We will indemnify you if the caravan is damaged or stolen.

The most we will pay for the caravan is its reasonable market value, or its value stated on the schedule, whichever is the lesser. If the caravan is financed, we must first pay the finance company.

### Towing and storage

Towing from the scene of an accident and subsequent storage is covered. We will pay the reasonable cost to store the caravan or to tow it to the nearest repairer. You will be personally responsible for the cost of the towing and storage of your caravan if you do not call the towing number and/or do not use the approved towing operator we appoint.

### Other parties

If the regular driver is legally liable for an accident caused by or in connection with the caravan that caused damage to another party's property, we will indemnify the other party on your behalf for damages, costs and expenses. The maximum amounts we will pay under this sub-section are stated on your schedule. These limits are per incident.

## We do not indemnify you for:

### No licence, under the influence, endorsed licence or invalid licence

If the caravan is towed by a vehicle driven by the regular driver, or if the vehicle is being driven by any person who has the general consent of the regular driver to drive the vehicle, and the driver:

1. drives while under the influence of alcohol or drugs, or while the percentage of alcohol in the driver's blood exceeds the legal limit, or when the driver fails a breathalyser test; or
2. is not licensed to drive, has an endorsed licence, whether the endorsement is displayed on the licence or is on record with the authorities for negligent, reckless or drunken driving, or for driving while the percentage of alcohol in that person's blood exceeds the legal limit.

### An unroadworthy vehicle or caravan

When the caravan or the vehicle towing it is not in a roadworthy condition as defined in the legislation relating to roadworthiness, or when the law or traffic regulations do not allow towing.

### Caravan used in certain countries outside South Africa

When the caravan is used outside South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe.

We will not indemnify other parties on your behalf when the caravan is used outside South Africa.

### Accidental death or injury of a household member or employee

If a member of your household dies or is injured in an accident, or if a person who works for you dies or is injured while he/she is working.

## **Property in your possession and that of your household members**

If the property in your possession is your property or the property of your household members, or other property that you or your household members have with you/them at the time of the accident, or things that are inside the caravan, unless you insured them under caravan contents.

## **Cover under the Road Accident Fund**

Anything that will be paid for under the Road Accident Fund.

## **Death or injury of any person**

If he/she was in the caravan at the time of the accident.

# **Caravan – loose contents of caravan**

**Under this section you may claim for the loose contents inside your caravan.**

## **We will indemnify you for:**

1. The loose contents of the caravan, your personal possessions and the personal possessions of your family members who live with you. These must be kept inside the caravan, and the schedule must state that you are paying for cover.
2. Loss or damage caused by fire, lightning, explosion, malicious damage, impact with the caravan, falling trees (but not while they are being felled), earthquake, storm, flood, break-in or theft, but only when we can see the damage caused by the break-in.

## **We do not indemnify you for:**

1. Deeds, bonds, bills of exchange, promissory notes, money, cheques, stamps, documents of any kind, manuscripts, medals and coins, rare books, vehicles or bicycles.
2. Things you insured more specifically elsewhere or with us.
3. Goods and possessions that you use solely for business, professional or trade purposes.

# **Golf cart – comprehensive**

**Under this section you may claim if your golf cart is damaged or stolen. You may also claim for the damage you caused to other parties' property.**

## **The use of the golf cart**

You will only have cover if you use the golf cart solely for social, domestic and pleasure purposes.

## **We will indemnify you for:**

### **The golf cart**

The golf cart is comprehensively insured. We will indemnify you if the golf cart is damaged or stolen.

The most that we will pay for the golf cart is its reasonable market value, or its value stated on your schedule, whichever is the lesser. If the golf cart is financed, we must first pay the finance company.

### **Towing and storage**

Towing from the scene of an accident and subsequent storage is covered. We will pay the reasonable cost to store the golf cart or to tow it to the nearest repairer. You will be personally responsible for the cost of the towing and storage of your golf cart if you do not call the towing number and/or do not use the approved towing operator we appoint.

## **Other parties**

If the regular driver is legally liable for an accident caused by or in connection with the golf cart that caused damage to another party's property, we will indemnify the other party on your behalf for damages, costs and expenses.

The maximum amounts we will pay under this sub-section are stated on your schedule. These limits are per incident.

## **We do not indemnify you for:**

### **No licence, under the influence, endorsed licence or invalid licence**

If the golf cart is driven on a public road by the regular driver, or towed by a vehicle driven by the regular driver, or by any person who has the general consent of the regular driver, and the driver:

1. drives while under the influence of alcohol or drugs, or while the percentage of alcohol in the driver's blood exceeds the legal limit, or when the driver fails a breathalyser test; or
2. is not licensed to drive, has an endorsed licence, whether the endorsement is displayed on the licence or is on record with the authorities for negligent, reckless or drunken driving, or for driving while the percentage of alcohol in that person's blood exceeds the legal limit.

### **Unauthorised use of golf cart**

If someone uses the golf cart without your knowledge and consent and you have not laid a criminal charge against him/her with the police within 48 hours. You may also not withdraw the charge.

### **Golf cart used outside South Africa**

We will not indemnify other parties on your behalf when the golf cart is used outside South Africa.

### **Accidental death or injury of a household member or employee**

If a member of your household dies or is injured, or if a person who works for you dies or is injured while he/she is working, as a result of an accident caused by or in connection with the golf cart.

### **Property in your possession and that of your household members**

If the property in your possession is your property or the property of your household members, or other property that you or your household members have with you/them at the time of the accident, or things inside the golf cart.

### **Cover under the Road Accident Fund**

Anything that will be paid for under the Road Accident Fund.

### **Death or injury of any person**

If he/she was inside the golf cart at the time of the accident.

## **Trailer**

**Under this section you may claim if your trailer is damaged or stolen. You may also claim for the damage you caused to other parties' property.**

### **Description of a trailer**

A trailer is defined as a vehicle without means of self-propulsion, designed to be drawn by a self-propelled vehicle.

### **The use of the trailer**

You will only have cover if you use the trailer solely for social, domestic and pleasure purposes.

### **The trailer**

The trailer is comprehensively insured. We will indemnify you if the trailer is damaged or stolen.

The most we will pay for the trailer is its reasonable market value, or its value stated on your schedule, whichever is the lesser. If the trailer is financed, we must first pay the finance company

### **Towing and storage**

Towing from the scene of an accident and subsequent storage is covered. We will pay the reasonable cost to store the trailer or to tow it to the nearest repairer. You will be personally responsible for the cost of the towing and storage of your trailer if you do not call the towing number and/or do not use the approved towing operator we appoint.

### **Other parties**

If the regular driver is legally liable for an accident caused by or in connection with the trailer that caused damage to another party's property, we will indemnify the other party on your behalf for damages, costs and expenses.

The maximum amounts we will pay under this sub-section are stated on your schedule. These limits are per incident.

## **We do not indemnify you for:**

### **No licence, under the influence, endorsed licence or invalid licence**

If the trailer is towed by a vehicle driven by the regular driver, or if the vehicle is being driven by any person who has the general consent of the regular driver to drive the vehicle, and if the driver:

1. drives while under the influence of alcohol or drugs, or while the percentage of alcohol in the driver's blood exceeds the legal limit, or when the driver fails a breathalyser test; or
2. is not licensed to drive, has an endorsed licence, whether the endorsement is displayed on the licence or is on record with the authorities for negligent, reckless or drunken driving, or for driving while the percentage of alcohol in that person's blood exceeds the legal limit.

### **An unroadworthy vehicle or trailer**

When the trailer or the vehicle towing it is not in a roadworthy condition as defined in the legislation relating to roadworthiness, or when the law or traffic regulations do not allow towing.

### **Trailer used to transport loads exceeding the registered capacity**

If the insured trailer is used to carry any load in excess of its registered capacity.

### **Trailer used in certain countries outside South Africa**

When the trailer is used outside South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe.

We will not indemnify other parties on your behalf when the trailer is used outside South Africa.

### **Accidental death or injury of a household member or employee**

If a member of your household dies or is injured in an accident, or if a person who works for you dies or is injured while he/she is working.

### **Property in your possession and that of your household members**

If the property in your possession is your property or the property of your household members, or other property that you or your household members have with you/them at the time of the accident, or things inside the trailer.

### **Cover under the Road Accident Fund**

Anything that will be paid for under the Road Accident Fund.

### **Death or injury of any person**

If he/she was in the trailer at the time of the accident.

# Watercraft

Under this section you may claim for any accident damage to the craft, or if it is stolen. You may also claim for the damage you caused to other parties and their property.

## How and where the craft may be used

1. You will only have cover if you use the craft solely for social, domestic or pleasure purposes, and for the purpose for which it was designed.
2. The craft must be navigated and controlled by you or with your permission by any competent person and used in accordance with the rules and regulations applicable to the specific waters where the craft is used.
3. The craft must be ashore or afloat on inland or coastal waters, or be transported by road, sea, air or rail, with:
  - a. waters of southern Africa being all inland non-tidal navigable waterways of Botswana, Lesotho, Malawi, Mozambique, Namibia, South Africa, Swaziland, Zambia and Zimbabwe, including lakes, rivers and dams, used for sport and recreational boating; and
  - b. coastal waters of southern Africa being the territorial waters within a distance of 20 km off the coast of Walvis Bay, Namibia, on the Atlantic seaboard, around the coastline of South Africa to no further north than latitude 23 degrees south, Mozambique, on the Indian Ocean.
  - c. Cover outside South Africa is limited to own damage only.

## We will indemnify you for:

### The craft, its machinery and motor(s), standard fittings, gear, equipment and fitted accessories

The craft, its machinery and motor(s), standard fittings, gear, equipment and fitted accessories are comprehensively insured. We will indemnify you if it is damaged or stolen.

The most we will pay for the craft is its reasonable market value, or its value stated on your schedule, whichever is the lesser. If the craft is financed, we must first pay the finance company.

### The reasonable salvage charges

The reasonable salvage charges that you incurred in preventing or minimising further loss of or damage to the craft are covered.

### Finding the craft

The reasonable cost of finding the craft after it became stranded, collided with something or sank is covered.

### Repatriation

The reasonable cost to salvage the craft and deliver it to the nearest South African border post is covered, if it was disabled outside South Africa by anything covered by the policy.

### Other parties

If the navigator of the craft is legally liable for an accident that caused damage to another party's property, or if a person died or was injured because of the accident, we will indemnify other parties, other than passengers on the craft or a waterskier, on your behalf for damages, costs and expenses. The accident must have been caused by or be in connection with the craft on the policy.

There will be no cover if the craft was being transported by road at the time of an accident, or if it was used outside South Africa or more than 20 km from its coast.

### Waterskier liability

Waterskier liability is covered only to the extent stated on your schedule.

1. If the navigator is legally responsible, we will pay for the accidental death of or bodily injury to a waterskier, and loss of or damage to the property of a waterskier while being towed by the craft, or preparing to be towed, or before getting back into the craft.

2. If the waterskier is legally responsible, we will pay for the accidental death of or bodily injury to others, and loss of or damage to the property of others caused by a waterskier while being towed by the craft, or preparing to be towed, or before getting back into the craft.

## **We do not indemnify you for:**

### **Property in your possession and that of your passengers**

If the property in your possession is your property or the property of your passengers, or other property that you and your passengers have with you/them on the craft.

### **The craft's trailer**

The trailer must be insured separately.

### **Accidental death or injury of a household member or employee**

If a member of your household dies or is injured in an accident, or if a person who works for you dies or is injured while he/she is working.

### **Craft used to earn an income or for hiring or chartering**

If the craft is used to carry fare-paying passengers, for hiring or piloting instruction, or while it is chartered.

### **Confiscation**

If the craft is seized or confiscated by any legal authority.

### **Faulty repair work, latent defects**

If the loss or damage is caused by faulty repair work or maintenance, a latent defect in the craft's design, construction or machinery.

### **Insects or pests**

Any damage or loss caused by insects or pests.

### **Transportation by road**

If the craft is not conveyed on a properly constructed and designed, roadworthy trailer while in transit.

### **Piracy or racing**

If the loss or damage is caused by piracy or while the craft is being used in any kind of race, or speed or reliability trial. If the craft was used in an organised regatta, the cover for replacing or repairing sails, masts, spars, and standing and running rigging will be limited to two thirds of the cost.

### **Sails and protective covers**

If sails and protective covers are lost or damaged as a result of being split by the wind or blown away, unless the craft is stranded, sinks, burns or collides, or the spars to which the sails are fastened become damaged.

### **Unattended craft**

If the craft and its motor(s) are left unattended for a continuous period longer than 12 hours, unless the craft and its motor(s) are located at a marina or recognised place of mooring, within the confines of the insured's home, at any boatyard or place of repair, or at any other recognised place of storage.

### **Fire extinguisher(s) not installed or not in working order**

If the loss or damage is caused by fire to any craft fitted with inboard machinery that does not carry a fire extinguisher(s) that is/are properly installed and maintained, and in efficient working order.

### **Navigator under the influence**

If the navigator is under the influence of alcohol or drugs, or the percentage of alcohol in the navigator's blood exceeds the legal limit, or the navigator fails a breathalyser test.

### **Craft moored at an unregistered marina or mooring**

If the loss or damage is caused to the craft while it is permanently moored at an unregistered marina or mooring.

### **Submerged motors**

If you do not immediately flush and restart a submerged motor, if practicable.

### **Motor(s) not securely bolted**

- If the loss of or damage to the craft's machinery and outboard motor(s) occurs while it was not securely bolted to the craft.
- Theft or attempted theft of:
  - Motors/engines, machinery, equipment, fittings and accessories that occurs without there being visible signs of force;
  - The outboard motor if it is not securely attached to the boat with bolts or a chain.

### **Other various causes**

If loss or damage is directly or indirectly caused by failure, breakage or rust, wear and tear, deterioration or depreciation, perishing, fading, mechanical or electrical breakdown, or consequential loss from any cause whatsoever.

## **Home contents**

**Under this section you may claim for items stolen from or damaged at your home.**

### **We will indemnify you for:**

Loss of or damage to the household goods and personal possessions that you, and your family members who live with you, have inside your home or the outbuildings at the address on your schedule. This loss or damage must be caused by fire, lightning, power surge (up to the amount as stated on your schedule), explosion, malicious damage, impact with your home or outbuildings (room(s) without direct access to your house), falling trees (but not while they are being felled), earthquake, storm, flood, the bursting or overflowing of geysers, equipment or pipes, or break-in or theft.

### **Valuable Items**

If you claim for damaged or stolen precious metals and stones, jewellery and watches, we may require valuation certificates for claimed items. Valuation certificates must be supplied for all jewellery items and/or watches that are valued higher than the amount stated on your schedule.

Individual jewellery items or watches must be stored in a securely locked SABS approved wall or floor mounted safe, when not worn, when the value exceeds the minimum amount as stated on your policy schedule. If items are stolen from a securely locked wall safe we will only indemnify you if we can see the damage caused to the wall safe by the break-in.

**The maximum indemnity for each of the following items is stated on your schedule:**

#### **Food that deteriorates**

Food that deteriorates because of a power failure or due to your fridge or freezer breaking down.

#### **Washing, garden furniture and leisure equipment**

Washing and garden furniture that is stolen while in the open at your home. Loss of or damage to garden and leisure equipment that is designed to be in the open such as garden furniture, braais, pool-cleaning equipment and jungle gyms.

#### **Your guests' belongings**

Your guests' belongings stolen at your home.

#### **Money stolen from your home**

Money stolen from your home, as long as we can see the damage caused by the break-in, or if entry was gained by violent or forcible means.



### **Personal documents, coins and stamps**

Loss of personal documents, coins and/or a stamp collection.

### **Locks and keys**

Locks and keys if they are lost or damaged.

### **A hole-in-one/bowling full-house**

A hole-in-one or bowling full-house on a recognised golf course or bowling green.

### **Your and/or your spouse's death**

Your and/or your spouse's death, if it is caused by a fire or a break-in at your home.

### **Your domestic employee's belongings**

Your domestic employee's belongings if stolen, but only when we can see the damage caused by the break-in into the outbuildings.

### **Medical expenses**

Medical expenses incurred because of injury that was caused by a defect in your buildings or by your household pet. We will not indemnify you for injury of a household member, but we will indemnify you for your domestic employee's injuries.

### **Veterinary expenses**

If your household pet is injured in a road accident.

### **Rent to live elsewhere**

If you cannot live in your home because it was damaged by anything covered by the policy. Cover is limited to your actual loss but not exceeding 20% of the sum insured.

### **Belongings in a removal truck**

When your belongings are in a removal truck and it is involved in an accident. We will also indemnify you for damage caused by fire, lightning and explosion while your belongings are in transit or stored in a registered furniture warehouse.

### **Breakage of mirrors and glass**

Breakage of mirrors and glass that are part of a stove, an oven or furniture, when broken by accident.

### **Breakage of a television set**

When broken by accident, but not when it breaks down mechanically or electrically.

### **Fire brigade charges**

Fire brigade charges incurred for a fire at your home.

### **Liability as a householder**

If you are legally liable, we will indemnify you:

1. if any person other than you, a member of your family who lives with you or someone who works for you is injured or dies accidentally;
2. if the property of any person other than you, a member of your family who lives with you or someone who works for you is accidentally damaged (note that something that does not belong to you or your family, but that you are looking after, is not insured); and
3. for the recoverable legal costs of the person who claims against you.

### **Liability as a tenant**

If you are legally liable, we will indemnify you:

1. for damage to the buildings and the landlord's fittings to the buildings that you are renting, caused by anything covered by this policy;
2. if sanitaryware or fixed panes of glass break by accident; and
3. if water, gas or sewerage pipes, or electricity or telephone connections of the buildings or outbuildings break by accident.

## **Liability to domestic employees**

If you are legally liable, we will pay if your domestic employee is injured or dies because of an accident that happened at your home while he/she was working.

## **We do not indemnify you for:**

### **Various documents, money, etc.**

Deeds, bonds, bills of exchange, promissory notes, money, cheques, stamps, documents of any kind, manuscripts, medals and coins, rare books, vehicles or their sound systems, accessories or parts, animals, watercraft, trailers or caravans.

### **Items specifically insured**

Items you insured more specifically elsewhere or with us.

### **Fire damage to a thatched-roof building**

Fire damage if your home or outbuildings have a thatched roof, unless the schedule states that this is covered.

### **Damage to non-approved buildings**

Any damage if the relevant local authority did not approve or would not have approved the construction of the building.

### **Goods used solely for business**

Goods and possessions that you use solely for business, professional or trade purposes.

### **Borehole and swimming pool equipment**

These items can be insured separately with a portable possessions policy.

### **Items stolen from your garage or outbuildings**

We will only indemnify you if we can see the damage caused by the break-in.

### **Communal living**

Any loss or damage if more than two people, who are unrelated to you, live in your home and it is a commune.

### **Home unoccupied**

Break-in or theft, but if your home or a part of it is let, then only if we can see the damage caused by the break-in. There is no cover if your home is unoccupied for more than 60 days in a year, unless you have notified us and your schedule specifically states that you have cover.

### **Transit and storage outside South Africa**

Any damage or loss if your belongings are transported in a removal truck or stored outside the borders of South Africa.

### **Contravention of building regulations & manufacturer specifications**

Any damage caused by or in connection with fire places, braai areas, gas installations, generators and other heating systems where the installation thereof does not comply with the national building regulations or manufacturer specifications.

### **Liability claims**

For death, injury or damage caused by, resulting from, or due to your:

1. ownership, possession or use of aircraft, vehicles or watercraft;
2. ownership of land or buildings;
3. pursuit or exercise of any trade, business or profession;
4. animal, other than a cat, dog or horse, which you ride for pleasure;

5. use of a weapon; or
6. intentional or malicious act.

## What happens if you are underinsured

The amount for which you insure your belongings must be their replacement value. The replacement value is what it will cost you, at the time of a claim, to replace all your belongings with similar new ones. If you claim, we will calculate the replacement value for which you should have insured your home contents. If you insured them for less than that, we will only pay a part of your claim, e.g.:

|                                     |                            |
|-------------------------------------|----------------------------|
| CLAIM                               | R10 000                    |
| INSURED FOR                         | R50 000                    |
| REPLACEMENT VALUE OF TOTAL CONTENTS | R100 000                   |
| UNDERINSURANCE CALCULATION          | $R10\ 000 \times R50\ 000$ |
|                                     | <hr/>                      |
|                                     | R100 000                   |
| CLAIM PAYMENT                       | R5 000                     |

## Portable possessions

Under this section you may claim for items you normally carry with you that are lost, stolen or damaged.

### We will indemnify you for:

1. Loss of or damage to your jewellery, clothing and the personal items that you and your family members, who live with you, normally wear or carry with you/them. When an item is worth more than the amount stated on your schedule, it must be specified separately before we will indemnify you for it.
2. Something that does not fit the description of the items above, but only if we agreed to insure it and it is specified on your schedule.
3. Bicycles, prescription glasses, contact lenses and cellphones, laptops and electronic tablets but only if they are specified on your schedule.
4. Borehole and swimming pool equipment (including the pump) but only if specified on your schedule.
5. If you claim for loss of or damage to precious metals and stones, jewellery and watches:

We may require valuation certificates for claimed items. Valuation certificates must be supplied for all jewellery items and/or watches that are valued higher than the amount stated on your schedule.

Individual jewellery items or watches must be stored in a securely locked wall safe when not worn, when the value exceeds the minimum amount as stated on your policy schedule. If items are stolen from a securely locked wall safe we will only indemnify you if we can see the damage caused to the wall safe by the break-in.

### We do not indemnify you for:

1. Loss, damage or deterioration because of moths or vermin, cleaning, ironing, repairing or restoring.
2. Loss of or damage to a watch caused by over-winding, leaking batteries or immersion in water.
3. Loss of or damage to specified bicycles when not in use; unless they are locked to an immovable object or if there are visible signs of forced entry.
4. Something that you use solely for business, trade or professional purposes.
5. More than the amount stated on the schedule if your insured items are stolen from the cabin of a vehicle. There will be no cover if we cannot see the damage caused by the break-in.
6. More than the amount stated on the schedule if your insured items are stolen from the locked boot of a vehicle. There will be no cover if we cannot see the damage caused by the break-in.

7. More than the amount stated on the schedule if insured items are stolen from a watercraft whilst it is unattended. There will be no cover if we cannot see the damage caused by the break-in.
8. Your washing stolen while in the open.
9. Money, cheques and other negotiable instruments.

## **Buildings**

**Under this section you may claim for damage to the physical structures of your home and its outbuildings.**

### **We will indemnify you for:**

Loss of or damage to your private home, garages, outbuildings, swimming pool, (but not borehole and swimming pool equipment), walls, gates, fences, tennis court, and the fixtures and fittings at the address on your schedule.

#### **Loss or damage caused by:**

1. fire, lightning, explosion, and/or earthquake;
2. the bursting or overflowing of equipment or pipes (other than what is attached to the geyser or the geyser itself);
3. storm or flood, but not when the loss or damage is to your retaining walls;
4. power surges and dips; up to the amounts as stated on your schedule;
5. impact with your home and outbuildings by vehicles;
6. impact with your home or outbuildings by falling trees (but not while they are being felled);
7. animals, excluding domesticated animals or pets;
8. malicious or intentional damage, but not if your home is unoccupied for more than 60 days in a year;
9. break-in or theft, but if your home or a part of it is let, then only if we can see the damage caused by the break-in. There is no cover if your home is unoccupied for more than 60 days in a year, unless you have notified us and your schedule specifically states that you have cover.
10. Subsidence of land:

If your schedule states that you are paying for this cover, we will indemnify you for loss of or damage to your private home, garage and outbuildings caused by subsidence or heave of the land supporting the building or landslide, as long as the loss or damage is not caused by or does not arise from:

- a. excavations other than mining excavations;
- b. alterations, additions or repairs to the dwelling;
- c. the compaction of infill;
- d. defective design materials or workmanship; or
- e. normal settlement, shrinkage or expansion of the dwelling or ground on which the dwelling is built.

Under this cover extension we will also indemnify you if you have a home contents policy with us and, due to subsidence, heave or landslip, the insured items that you normally keep inside the buildings at the same insured address are lost or damaged at the same time as your buildings, and your buildings claim is approved; and

## 11. Water-Heating Systems

Water-heating systems include geysers, solar panels and boilers.

- a. loss or damage caused by the bursting or overflowing of water-heating systems, equipment or pipes attached to the water heating systems, up to the maximum amount stated on your schedule; and
- b. loss or damage to the water-heating systems and attached equipment and pipes, but only if your schedule states that you are paying for cover.

**The maximum indemnity for each of the following items is stated on your schedule:**

### **Loss of rent**

Rent that you lost if your tenant had to vacate the insured buildings because they were damaged by something that is covered under this policy.

### **Rent to live elsewhere**

If you cannot live in your home because it was damaged by anything covered by the policy. Cover is limited to your actual loss but not exceeding 20% of the sum insured.

### **Professional fees**

Your expenses for professional fees and charges from public authorities following damage caused by something that is covered under this policy.

### **Glass and sanitaryware**

Your fixed glass and sanitaryware that is damaged accidentally.

### **Power supply**

Your public supply or mains connections that are damaged accidentally.

### **Aerials**

Your radio/television aerials or masts and satellite dishes when they break accidentally or if they are stolen.

### **Fire brigade charges**

Fire brigade charges incurred for a fire at your home.

### **Demolition charges**

The cost to demolish your home and to remove the debris if it was damaged by anything covered by this policy.

### **Liability as a homeowner**

If you are legally liable, we will indemnify you:

1. if any person other than you, a member of your family who lives with you or someone who works for you is injured or dies accidentally;
2. if the property of any person other than you, a member of your family who lives with you or someone who works for you is accidentally damaged (note that something that does not belong to you or your family, but that you are looking after, is not insured); and
3. for the recoverable legal costs of the person who claims against you.

### **Liability to domestic employees**

If you are legally liable, we will pay if your domestic employee is injured or dies because of an accident at your home while he/she is working.

## We do not indemnify you for:

### Fire damage to a thatched-roof building

Fire damage if your home or outbuildings have a thatched roof, unless your schedule states that this is covered.

### Damage to non-approved buildings

Any damage if the relevant local authority did not approve or would not have approved the construction of the building.

### Faulty design or construction

Any faulty design or construction.

### Roots and weeds

Any loss or damage to underground pipes, tennis courts, swimming pools or driveways caused by roots or weeds.

### Borehole and swimming pool equipment

These items can be insured separately with a portable possessions policy.

### Contravention of building regulations and manufacturer specifications

Any damage caused by or in connection with fire places, braai areas, gas installations, generators and other heating systems where the installation thereof does not comply with the national building regulations or manufacturer specifications.

### Liability claims

For death, injury or damage caused by, resulting from, or due to:

1. the ownership, possession or use of lifts or vehicles; or
2. the pursuit or exercise of any trade, business or profession.

### Subsidence, heave and landslip claims for:

1. loss of or damage to solid floor slabs or any other part of the building resulting from the movement of the slabs, unless the foundations supporting the external walls of the buildings are damaged by the same cause at the same time;
2. loss of or damage to swimming pools, tennis courts, patios, terraces, driveways, paths, septic or conservancy tanks, drains, water courses, walls, gates, posts and fences, unless the private residence or its domestic buildings are damaged by the same cause at the same time; or
3. the cost of work necessary to prevent further loss or damage due to subsidence, heave or landslide, except where appropriate design precautions were implemented during the original construction of the dwelling and any subsequent additions thereto.

## What happens if you are underinsured

### Buildings cover

You must insure your home for its replacement value. The replacement value is what it will cost you at the time of a claim to rebuild your home, outbuildings, walls, swimming pool, etc. with new material. You must ensure that you increase the value of your cover to keep the values up to date with replacement costs.

If you claim, we will calculate the replacement value for which you should have insured your buildings. If you insured it for less than that, we will only pay a part of your claim, e.g.:

|                            |                           |
|----------------------------|---------------------------|
| CLAIM                      | R20 000                   |
| INSURED FOR                | R100 000                  |
| REPLACEMENT VALUE          | R200 000                  |
| UNDERINSURANCE CALCULATION | <u>R20 000 x R100 000</u> |
|                            | R200 000                  |
| CLAIM PAYMENT              | R10 000                   |

### Water-Heating Systems cover

You must insure all the water-heating systems in your home, outbuildings and domestic quarters. If you claim, we will calculate the costs against the actual number of water-heating systems in your home. If you did not insure all the water-heating systems in your home, we will only pay a part of your claim, e.g.:

|   |                |
|---|----------------|
| CLAIM FOR ONE WATERHEATING SYSTEM       | R10 000        |
| NUMBER OF WATER-HEATING SYSTEMS INSURED | 1              |
| ACTUAL NUMBER OF WATER-HEATING SYSTEMS  | 2              |
| UNDERINSURANCE CALCULATION              | <u>R10 000</u> |
|   | 2              |
| CLAIM PAYMENT                           | R5 000         |

*Please note: installations must comply with manufacturers' and all relevant regulatory requirements.*

