

POLICY WORDING

THE ANGIERS GROUP
PTY LTD.



Welcome to The Angiers Group!

A service provider that prides itself in delivery excellent service within the insurance industry, to ensure you always have what is needed, when you need it most.

Our contact details for further information:

Physical Address:

01 Osborne Lane, Bedfordview, 2007

Postal Address:

01 Osborne Lane, Bedfordview, 2007

Telephone

010 021 5021

DISCLOSURE NOTICE FOR SHORT-TERM (NON-LIFE) INSURANCE POLICYHOLDERS

DISCLOSURE REQUIRED IN TERMS OF SECTION 4 TO 7 OF THE GENERAL CODE OF CONDUCT OF THE FINANCIAL ADVISERS AND INTERMEDIARY SERVICES (FAIS) ACT, No 37 of 2002

The purpose of this document is to provide you with key information that you should know. The Angiers Group, hereinafter referred to as The Angiers Group is authorized to provide financial advisory and intermediary services and administers all aspects of your policy. This information is given to assist Policyholders and is in line with our Regulatory Obligations. As a policy holder you have the right to the following information:

STATUTORY NOTICE	INFORMATION
1. About the intermediary (insurance broker) a. Name, physical address and postal address and telephone number. b. Legal status and any interest in the insurer. c. Whether or not in possession of professional indemnity insurance. d. Detail of how to institute a claim. e. Rand amount of fees and commission payable. f. Written mandate to act on behalf of insurer.	This information must be provided to you by your insurance advisor/broker. If your advisor does not provide this information when requested for, please contact us directly.
2. About the insurer a. Name, physical and postal address and telephone numbers. b. Telephone number of compliance department of the insurer. c. Details of how to institute a claim and/or complaint. d. Type of policy involved. e. Extent of premium obligations you assume as policyholder. f. Manner of payment of premium, due date of premiums and consequences of non-payment.	Contact Details: The Angiers Group 01 Osborne Lane, Bedfordview, 2007 Tel: 010 021 5021 E-mail: fabian@angiersgroup.com Company registration number: 2022/873233/07 Our Head of Compliance is: National Compliance CC Tel: (032) 946 2921 Email: info@nationalcompliance.co.za

3. Disclosures and other Legal Requirements

You must be informed of any material changes to the information referred to in paragraph 1 and 2. If the information in paragraphs 1 and 2 was given orally, it must be confirmed in writing within 30 days. If any complaint to the intermediary or insurer is not resolved to your satisfaction, you may address your queries to the relevant Ombudsman depending on the nature of your claim. Our complaints resolution policy is available on our website at www.omi.co.za. The insurer and not the intermediary must give reasons for repudiating your claim. Your insurer may not cancel your insurance merely by informing your intermediary. There is an obligation to make sure the notice has been sent to you.

Please take note of the importance of the following:

- a. You will be informed of any material changes to the information referred to above.
- b. Please read through all the documents sent to you so you understand the contents thereof.
- c. The Angiers Group accepts responsibility for the financial advice of its representatives, acting in the scope and course of their employment. Some of our representatives work under supervision as defined in the Determination of Fit and Proper Requirements.
- d. You are entitled to a copy of the policy documents free of charge.
- e. No person may request or induce you to waive your rights as set out in this disclosure notice or any other rights confirmed by the Short-term Insurance Act and/or the Financial Advisory and Intermediary Services Act.
- f. Do not sign any blank or partially completed application forms and keep notes as to what is said to you.
- g. Keep all documents handed to you.
- h. Do not be pressurized to purchase a product.
- i. Please ensure that all the information you supply has been recorded correctly. Any misrepresentation or incorrect information can prejudice you in the event of a claim.
- j. Your personal information will be processed in a lawful manner.
- k. With regards to your personal information, you have the right to access any of your personal information and lodge complaints in this regard with the Insurer or the South African Information Regulator in terms of the Protection of Personal Information Act (POPI).
- l. Review your cover periodically to ensure that it is appropriate for your needs.

4. Premiums and your monetary obligations.

You agreed to pay the premium. The amount of premium due, the frequency of payment and the date on which payment is due are contained in the schedule. Cover will be provided for those periods of insurance for which premiums have been paid to us within the valid receipt period.

For monthly policies, if payment has not been made on the payment date, a 15-day grace period will be extended from commencement of the second month of the policy; and failing further premiums, your policy will lapse and cover will automatically be cancelled, effective from and including the day that premium had become due. Therefore, non-payment of premiums may lead to rejection of your claim.

For annual policies, payment is due at inception of cover, and on or before renewal of the policy. Failing payment of the premium, your policy will lapse and cover will automatically be cancelled. Therefore, non-payment of premiums may lead to rejection of claims.

If a premium is paid by debit order, it may only be in favour of the insurer and may not be transferred without your approval.

5. Claims

Procedures for the submission of claims are detailed in the General Conditions section of the policy. In the event of a possible claim, you must notify your insurance broker or an office of The Angiers Group most convenient to you within 30 days. The contact details of your controlling The Angiers Group office are listed in all letters to you. In the event of a claim, you will be required to supply the following:

- Details of other insurance covering the same event
- Written details of the event unless otherwise instructed
- Information and proof in support of the claim
- Documents or details of any communication in connection with the claim.

You must make no admission or statement of liability or make any offer to any third party. Claim resulting from loss, theft or malicious damage must be reported to the police. You must notify The Angiers Group immediately if you become aware of any impending prosecution. In the event of a claim, you may become responsible for the first amount payable, which is reflected in your policy schedule.

In the event of repudiation or rejection of your claim The Angiers Group must give written reasons. Polygraph or any lie detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating a claim

6. General	The policy wording and schedule must be read as one document. If you need advice on any aspect of your policy, first amounts payable, claims procedures or your responsibility to pay premiums, please contact your insurance broker or the nearest The Angiers Group office.	
7. Complaints Resolution: Should you wish to dispute the outcome of your claim, you must address the dispute directly with us by sending an email to pierre@angiersgroup.com or calling us on 0815982649 and if the matter is not resolved to your satisfaction, you may address your queries to the relevant Ombudsman depending on the nature of your claim. Should you wish to dispute matters relating to your policy itself, example- the repudiation or rejection of a claim and or should you be unhappy with the internal process relating to your complaint resolution, you may refer the complaint to the Ombudsman for Short Term Insurance.	Contact details of Institutions for Referral of Complaints not resolved to your satisfaction.	
	National Financial Ombud Scheme of South Africa (NFO) Contact Details 0860-800-900 +27 (0) 66 473 0157 info@nfosa.co.za Johannesburg: 110 Oxford Rd, Houghton Estate, Johannesburg, Gauteng, 2198 Cape Town: Claremont Central Building, 6th Floor, 6 Vineyard Road, Claremont, Western Province, 7700	Sasria SOC Ltd P O Box 653367, Benmore, 2010 Physical address: 36 Fricker Road, Illovo South African Information Regulator Email: complaints.IR@justice.gov.za P O Box 31533, Braamfontein, 2017 Physical address: JD House, 27 Stiemens Street, Braamfontein, Johannesburg, 2001
	The FAIS Ombudsman Telephone: 0860 324 766 P O Box 74571, Lynnwood Ridge, 0040 Fax: (012) 348 3447 Website: info@faisombud.co.za	The Financial Sector Conduct Authority Telephone: 0800 20 37 22 P O Box 35655 Menlo Park, 0102 Fax: (012) 346 6941 Website: www.fsca.co.za
Conflict of Interest Disclosures: The Angiers Group accepts responsibility for any financial services provided to you by its representatives. We will always act in your best interest and provide you with an objective and unbiased financial service. We only recommend products that are suitable to your needs.		

Your Cover Benefits at a Glance

Vehicle [page 28]

This covers your motor vehicle, motorcycle, caravan or trailer which is registered in South Africa

Personal Accident [page 44]

This cover relates to claims for accidental injury or death to you.

Personal Liability [page 25]

Personal Liability cover refers to loss or damage, the cause of which is recognized under House Contents, Buildings or Vehicle cover, for which you may become legally liable. This cover is detailed in the appropriate individual sections.

Please note: These cover benefits must be read in conjunction with your Policy Wording and Policy Schedule and will only be valid if the cover is noted in the Policy Schedule.

Of Importance

It is of utmost importance to both of us, as insurer and insured, that you have read and understood your policy wording in its entirety. We would like to draw your attention to some of the important terms and conditions of your policy, for you to understand:

Premium Payment

In order to be indemnified by us, you need to pay your premiums timeously. For further details please refer to the General Conditions section of this policy.

Duty of Disclosure

The contract into which we have entered into together is in Good Faith, therefore, you have an obligation to disclose fully and truthfully all of the details which we require for the acceptance of your policy, to effect any changes to your policy, and to handle any claims which you may have. Duty of disclosure has many elements, but is covered in the General Conditions section.

Basic and Additional Excesses

An excess is the amount of a claim which you are responsible for, before we as insurer begin to pay our share of the costs of your claim. There are basic and additional excesses which you need to be aware of, which are detailed in the individual sections of this policy.

Average

It is important your cover accurately reflects the replacement value of your assets which are insured. If this is not so, you need to be aware of the implications of the concept of average in the event of a claim. Please refer to the General Section of this policy to see how it works.

Betterment

A principle objective of insurance, in the event of a loss, is to place you as insured in the same position as you were before the loss - but not for you to profit through a net improvement as a result of this indemnification. This is referred to as betterment. Please refer to the 'Settlement of your claim' part of the General Conditions section of this policy.

Dual Insurance

Whilst it is lawful to take out multiple independent insurance policies on the same risk, you need to be aware of the implications for any claim you may have on this dual cover. Applicable to all sections of this policy.

Jewellery

Ensure your jewellery is evaluated annually and that this valuation is submitted to us. Be wary of the limitations of settlement should you jewels be unspecified. Please refer to Householders and Cover on the Go sections of this policy.

Security Requirements

It is important that you comply with the security requirements which we have specified on your policy schedule. This is detailed in the Householders, Building, Cover on the Go and Vehicle sections of this policy.

Use of Vehicle

Ensure that your vehicle cover is correct in terms of the type of use as stated on your policy schedule. Please refer to the Vehicle section of this policy to understand the concepts of Personal and Business Use.

Driver Basis

Please ensure that you understand the differences between Regular Driver and Nominated driver, and have named the relevant driver/s accurately. This is detailed in the Vehicle section of this policy.

Due Care

Take all reasonable care and precaution to prevent or minimise loss, damage, liability, injury or death.

Basis of Contract

Please read the policy terms and conditions in conjunction with your Policy Schedule, bearing in mind the information you have provided to us at the inception of this policy. All three of these aspects form the basis of the contract into which we have entered into, together

INTRODUCTION

The Angiers Group (Pty) Ltd. agrees to provide you with insurance cover subject to the terms and conditions of this policy during the period of insurance for which the premium has been paid. The application and declaration made by you form the basis of this policy.

We regard all information requested by us and provided by you as material in assessing and accepting risk under this policy.

Your policy schedule along with the policy wording must be read as one.

GENERAL CONDITIONS

(APPLICABLE TO ALL SECTIONS OF THIS POLICY)

Premium Payment

Cover will be provided for those periods of insurance for which premiums have been paid to us within the valid receipt period (as stipulated in your policy schedule).

For monthly policies, if payment has not been made on the payment date, a 15 day grace period will be extended from commencement of the second month of the policy; and failing further premiums received, cover will be cancelled from the date on which the unpaid premium first became payable.

For annual policies, payment is due at inception of cover, and on or before renewal of the policy.

If you place a stop payment on your premium, cover will automatically be cancelled, effective from, and including the day that the premium had become due.

You are obliged to inform us if your bank details change. If your bank details change and we are unable to collect premiums from your account, your policy will lapse and you will no longer enjoy cover. If we are unable to collect the premium due to a bank error, your policy will not lapse. However, you will be obliged to provide proof of the same.

Claims Made Easy

When you want to claim you must notify your broker.

Remember you will need the following:

Your identity document;

Your policy number;

A detailed description of what happened.

DETAILS ON HOW TO CLAIM:

- You should notify your broker within 48 hours of the event/claim taking place;
- Written notification together with all supporting documents must be submitted within 30 days;
- Notify the police within 24 hours following loss or damage to motor vehicles and after an event where theft or any other criminal act is involved;
- Submit any document that you receive in relation to any claim, to your broker within 48 hours.

TO ALLOW US TO DEAL WITH YOUR MOTOR CLAIM SWIFTLY:

Please provide your broker or us with:

- Full names
- Addresses
- ID numbers
- telephone numbers
- licence details of all other drivers involved in the accident
- The owner/or owners' details (including addresses) of the vehicle/s or property involved
- The details of any insurance policy covering such vehicle/s or property;

- Full description (including make and registration number) of all vehicles involved;
- Details of injuries to any passenger in any of the vehicles involved and/or any other injuries directly resulting from the event;
- Full names, addresses, ID numbers and telephone numbers of any witnesses to the accident;
- Accident report or the accident report number.

SETTLEMENT OF YOUR CLAIM

We have the option to

Pay;

Replace (through a supplier of our choice);

Repair (through a repairer of our choice);

Any combination of the above

Where we choose to replace or repair, we shall not be obliged to do so exactly or precisely but only as circumstance may reasonably allow. A contribution will be required by you where, as a result of repair or replacement, the condition and/or value of the insured property is improved. In the event of a settlement by us for a total loss, the insured property or its salvage shall become solely our property.

OUR RIGHTS AFTER AN EVENT

We may take over and conduct the defence or settlement of any claim and or recovery from any third party and have the right to use your name for this purpose. You should provide every assistance and co-operate fully without delay when called upon to do so.

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 be discharged from all further liability.

RIGHTS OF OTHERS

This policy gives rights to you only. Our liability for losses of any other person gives no right to that person to claim against us. However, you may (in such case) submit a claim on behalf of such persons.

MORE THAN ONE POLICY

If at the time of a claim the loss, damage or liability is covered by any other insurance, we will not pay more than our pro-rata share. You are obliged to inform us of any other insurance at the time of submitting your claim.

IN ORDER FOR US TO CONSIDER YOUR CLAIM

You must fulfil the following obligations. If you fail to meet these obligations, your claim may be rejected:

- Pay your premium
- Give us true and complete information
- Take all reasonable care and precaution to prevent or minimise loss, damage, liability, injury or death
- Agree to comply with all our reasonable requests
- Prove ownership and value of any item that you are claiming for
- Inform us as soon as practically possible if any of the policy details or declarations are incorrect or if any of these details or declarations change
- Tell us if you change the address where you keep the items we insure
- Not admit any fault nor make any offer of/or settlement without our written agreement
- Tell us about anything you have not yet disclosed or future changes that may be important for us to know, in order to accept and continue cover on your policy

DISPUTED CLAIMS AND TIME LIMITS

After informing you of our decision on a claim, you will be allowed 90 days to make representation to us regarding our decision if you do not agree. Following your written representation, should your dispute not be satisfactorily resolved, you may institute legal action by the service of summons against us. The summons must be served on us within 180 days after the expiry of the 90 days which you have to make representation failing which, you will forfeit your claim and we will have no liability from such claim.

FRAUDULENT OR DELIBERATE ACTS

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

- i. a claim is fraudulent or if you or anyone acting on your behalf uses any fraudulent means to obtain any benefit under this policy; or
- ii. a claim occurs due to a deliberate, or willful, or intentional act committed by you or with your involvement or anyone acting on your behalf; or
- iii. information or documents in support of a claim, whether created by you or on your behalf, is not true, is not complete or is fraudulent; or
- iv. the quantum of a claim is deliberately exaggerated by you or anyone acting on your behalf.

NOTIFICATION OF CHANGES AND CANCELLATION

We may change or cancel your policy or any section of the policy by giving 30 days written notice electronically, by fax or by post to your postal address as shown on the policy schedule. Any changes or cancellation that you make will be effective from the date as agreed by us.

- If we cancel one section only, you will still have cover for the other sections.
- If the policy is cancelled by you during a period of insurance we will retain a portion of the premium paid.

AVERAGE

It is important that you insure your property for the full replacement value and review the value on an annual basis, with your broker. If there is under-insurance at the time of loss or damage, you will be considered your own insurer and will bear a proportional share of the loss or damage. We will only be liable to pay our proportionate share of the loss or damage.

CASE STUDY 1

How does Average work?

Mr Ndaba has insured his property for R 150, 000 and since coming on cover 3 years ago, has not increased his value at risk to be in line with current replacement values. Mr Ndaba now suffers a loss of R 20, 000 and submits the claim to the Insurer. At the time of the claim, it is established that the replacement value of the property is actually R 200, 000. In terms of our policy, and the condition of Average, due to him being "Under-Insured", his claim will be proportionately settled, using the following calculation.

R150 000 (Sum Insured)

X R20 000 (Loss) = R15 000 R200 000 (Value at Risk)

Settlement to Mr Ndaba will thus be R15 000.

WARRANTIES

The cover provided to you by this policy is subject to the warranties as mentioned in the "Notes/Extensions/Endorsements" section of the policy schedule

WHAT YOU PAY WHEN YOU CLAIM – THE EXCESS

You will be responsible to pay the basic excess and any additional excesses stated in the policy schedule.

TERRITORIAL LIMITS

The covers under this policy shall operate whilst an insured event occurs in the following territories:

Vehicle:	Republic of South Africa, Namibia, Lesotho, Swaziland, Botswana, Zimbabwe, Mozambique, Malawi
Personal Accident:	Republic of South Africa, Namibia, Lesotho, Swaziland, Botswana, Zimbabwe, Mozambique, Malawi
Personal Liability:	Republic of South Africa

JURISDICTION

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

REPATRIATION

If your insured vehicle is damaged outside the Republic of South Africa, you will be responsible for the cost of repatriation, unless we have agreed in writing to bear such costs.

INSURABLE INTEREST

In order for you to have cover, you have to have an Insurable Interest in any item insured under your policy. You must be the owner or alternatively the bona fide authorized user of the insured item or have a financial interest in the item.

SHARING OF INFORMATION

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

VALUE ADDED TAX IS INCLUDED

All amounts referred to in this policy include VAT. The amounts include:

- a. Premiums
- b. Maximum amounts of cover
- c. Sums Insured
- d. Claim amounts we pay out
- e. Excesses

UNAVAILABLE PARTS

If a part or material that is needed to repair the insured item after loss or damage has occurred is not readily available part in the Republic of South Africa, we will pay an amount equal to the value of the part or material at the time of the loss or damage. The value of the part or material will be determined according to the price provided in the most recent catalogue or price list relative to the insured item.

WHAT IS NOT COVERED

Under all sections of this Policy

This policy does not cover any loss, damage, liability or injury directly or indirectly arising from any of the following:

- War and public disorder.
 - war or war-like acts, military uprisings, usurped power, rebellion or revolution civil commotion, labour disturbances or public disorder any act of terrorism by any person or group, whether acting alone or under instruction.
- Attached property:
 - Property that has been lawfully attached in execution of a court order.
- Pollution or contamination:
 - Pollution and/or contamination including exposure to radioactive or nuclear material.
- Programs and data:
 - Electronic programs, data or unlicensed software.
- Wear-and-tear and breakdown:
 - any cause that was not sudden and unforeseen
 - gradual deterioration, including rising damp, wear-and-tear, rust, mildew or fading
 - mechanical-, electrical- or electronic breakdown, defect or failure
 - damage to consumable parts;
- Damage recoverable under any warranty, guarantee, maintenance or lease agreement.

- Damage resulting from cleaning, repairing, restoring, dyeing, bleaching or altering an insured item.
- Depreciation in any form.
- Damage caused by computer viruses and similar destructive media.
- Damage caused by insects or pests.
- Loss or damage caused by domestic pets.
- Contracts
 - breach of contract
 - liability arising from a contract, unless you would have had the same liability had you not entered into the contract
- Loss or Damage from or relating to any exchange, cash or credit sale agreement, including theft under false pretence and fraud. When selling your possessions, you need to have prior confirmation by your bank that valid and legal payment for the sale has been made before giving the property to the other person.
- Pawned items

Any pawned items, whether you pawned them or you are holding them on someone else's behalf.

- Misrepresentation, Non-Disclosure or Misdescription We may decline to indemnify or compensate you for loss, damage, accident or liability under any item or section where there is misrepresentation, non-disclosure or misdescription of factual information supplied to us in connection with your claim or your application for this policy or any subsequent changes made by you.
- Consequential loss

Any consequential loss or damage except where we specifically insured you for such losses.

- Illegal activities

The use of the insured property for, or in connection with, any criminal or illegal act. This includes, without limiting the scope of this clause, any incident relating to obtaining, using or soliciting narcotics.

- Nuclear Causes

Nuclear material, nuclear fission or fusion, nuclear radiation, nuclear waste from the use of nuclear fuels, nuclear explosives or any nuclear weapon

EXCLUSION FOR CONTRAVENTION OF SOUTH AFRICAN ROAD LAWS

No claim under this policy shall be payable for any loss, damage, or liability arising from or in connection with any act or omission by the insured that constitutes a breach of any applicable South-African Road Traffic law as set out in South-African National Road Traffic Act 93, of 1996, or regulation. This exclusion applies irrespective of whether such breach was inadvertent or deliberate.

SASRIA

Cover is provided by SASRIA Limited and is automatically included for all sections of this policy covering your insured property.

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 had a political, social or economic aim, objective or cause, or in protest against any state or government. This cover is limited to events occurring in the Republic of South Africa.

For a full description of cover and exclusions see the Sasria master policy which is available on request from us.

SANCTIONS EXCLUSION CLAUSE

We will not provide cover or be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanctions, prohibitions or restrictions under United Nations resolutions or the 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.

CYBER LOSS EXCLUSION

Notwithstanding any provision to the contrary within this insurance agreement or any endorsement thereto, this insurance agreement excludes all loss, damage, liability, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

any loss of, alteration of, or damage to or a reduction in the functionality, availability, or operation of a Computer System.

any loss of use, reduction in functionality, repair, replacement, restoration, or

reproduction of any Data, including any amount pertaining to the value of such Data.

Definitions:

1. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
2. Data means information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a Computer System.

INFECTIOUS OR CONTAGIOUS DISEASE/ EPIDEMIC/PANDEMIC

Notwithstanding anything to the contrary within this policy and any section thereof, this policy does not cover any claim, loss, damage, cost, expense, legal liability, or any consequential loss directly or indirectly caused by, in connection with, in any way involving, arising out of, any infectious disease, epidemic or pandemic. This includes, but is not limited to, any fear or threat thereof, whether actual or perceived.

Infectious Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism, including but not limited to any form of Coronaviruses or Influenza viruses, where:

1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property, including but not limited to any tangible goods, livestock, bloodstock, or other.

For the purposes of this clause Infectious Epidemics shall mean the sudden, unexpected, large scale manifestation of an initially locally contained infectious disease which spreads very rapidly and with great virulence, or any indication fear or threat of a possible Infectious Epidemic, as classified by the appropriate national or international body or agency which leads to:

- i. the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency, and/or
- ii. any travel advisory or warning being issued by a national or international body or agency
- iii. If it is alleged that by reason of this exclusion any loss is not covered by this policy or any section thereof, the burden of proving the contrary rests upon the insured.

ASBESTOS

We do not pay for claims resulting directly or indirectly from the effects of asbestos on your health.

DAMAGE CAUSED BY INCIDENTS COVERED UNDER LEGISLATION

This refers to any event for which a compensation fund has already been set up under relevant government legislation, whether in South Africa or any other country where the policy applies. An example of such legislation in South Africa is the War Damages Insurance and Compensation Act (Act 85 of 1976).

VEHICLE

Under this section you may claim for loss or damage to your motor vehicle, motorcycle, caravan or trailer; registered in SA.

What you pay when you have a claim:

Every time something happens, for which you claim, you must pay the basic excess and any additional excesses as stated in the schedule.

It is important that you understand the following definitions applicable to your cover relating to your vehicle

- Insured/You:** The person in whose name this policy is issued and his/her spouse.
- Vehicle:** A South African registered private motor car or minibus or caravan or light delivery vehicle with a gross vehicle mass not exceeding 3500 kg; trailer (not exceeding a carrying capacity of 1000 kg), motor cycle, scooter and quad bikes as stated on the schedule.
- Regular driver:** You and any other person/s as stated in the schedule, who drives the vehicle more frequently than anybody else in any month.
- Private use:** Use of your vehicle for social and domestic purposes, including driving between your home and regular place of work.
- Business use:** In addition to private use, the use of your vehicle for business and professional purposes.
The use of light delivery vehicles (LDVS), minibuses and station wagons for commercial purposes is not covered under business use. This would include the transporting of stock or people for reward.

We do not insure the following types of use:

- Commercial use;
- Carrying fare-paying passengers;
- Hiring out of the vehicle;
- Any racing or speeding contest, rally or trial involving driving of any kind including use on 4x4 courses and test circuits, fun-day events, or any events held on a race track;
- Any purpose related to the motor trade, except when the vehicle is in the care of the motor trade for it's maintenance or repair.

REASONABLE RETAIL VALUE

The value of a vehicle including factory fitted accessories as listed in a recognised current motor trade publication. The vehicle's age, condition and odometer reading may affect the value. This value changes frequently and should be reviewed by your broker at least once annually.

COVER

There are three types of cover under this section:

- Comprehensive;
- Third Party Fire and Theft; and
- Third Party Only.

The type of cover and use that you chose is stated on the schedule. It is very important that you understand which type of cover you have.

COMPREHENSIVE COVER

WE WILL INDEMNIFY YOU FOR

Accidental loss, damage or theft to the vehicle.

If the vehicle and/or the accessories, and/or any part thereof are stolen or damaged, we will at our option indemnify you by:

- Paying for its repair or replacement, less any excesses payable.
- The maximum amount payable by us is the vehicle sum insured as stated in the schedule or the reasonable retail value as recorded in a recognised and current motor publication, whichever is the lesser. The vehicle's age, condition and odometer reading may affect the value.
- Your vehicle's value should be adjusted by your broker at anniversary of your policy. If the vehicle is financed, payment will first be made to the finance company.

Liability to Third parties

This covers legal liability arising from your use of the insured vehicle, up to a maximum of R2,500,000. This includes legal costs, interest or any other cost incurred with our written consent. Cover is in respect of death and bodily injury to any other person or accidental damage to property of other parties.

We will compensate you for legal liability to a third party arising out of your use of a vehicle not shown in the schedule; however damage to the vehicle being used by you is not covered.

This cover will only be valid if, at the time of accident/loss:

- You were driving the vehicle;
- You were not using the vehicle for business, professional or commercial use at the time of the loss/accident;
- You did not own the vehicle;
- The vehicle was not leased to you;
- The vehicle was not hired to you;
- You did not purchase the vehicle in terms of any credit agreement.

We will compensate for legal liability to a third party arising from the use of a vehicle shown in the schedule by persons other than you, provided that no other insurance policy covers the same legal liability.

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

Towing, Storage and Protection costs

Roadside assistance is available at an additional premium. Should you choose not to include this service on your policy or if the service is included on your policy and you do not utilise it, the maximum cost of towing, storage and protection of your vehicle will be limited to the amount stated in the schedule.

In the event of an accident, immediately contact the roadside assistance helpline to arrange towing, storage and protection of your vehicle.

Please refer to Your Policy Schedule for the Roadside Assistance contact details.

Windscreens

We will pay for the damage to window glass of the vehicle as stated in the schedule, less any excess applicable.

Medical Expenses

If you or any passenger in the vehicle sustains an injury as a result of an accident, we will pay for medical expenses in connection with injury for an amount as stated in the schedule, per event; provided the passenger is seated in the vehicle's permanently enclosed passenger carrying compartment. This cover is excluded for motorcycles, scooters, caravans, trailers, quad bikes and golf carts.

Vehicle keys and remote-control units

We will pay for the reasonable cost as stated in the schedule for loss or damage to keys or remotes.

Contents of Motor Vehicle including non-factory fitted sound system

If not specified under "Cover on the go" section, cover is limited to the amount stated in the schedule.

Repatriation

If your insured vehicle is damaged outside the Republic of South Africa but within the territorial limits, you will be responsible for the cost of returning the insured vehicle back to South Africa, unless we have agreed in writing to bear such costs.

Canopies

Canopies fitted to LDVs are only covered if the schedule states that this is covered.

Emergency repairs and accommodation Emergency repairs to the vehicle is covered up to a maximum of R2500 following an insured event. You will need to provide us with a detailed invoice from the repairer before we can accept this claim.

Emergency accommodation expenses are covered for you and any passenger in the vehicle up to the policy limit per day following damages to the vehicle resulting from an insured event. This is for a maximum of two days and not exceeding the policy limit over a twelve-month period of insurance.

Trauma Counselling

We will compensate you for expenses for trauma treatment that you incur and pay if you have suffered a hijacking or attempted hijacking of your vehicle. The trauma treatment must be given by a registered professional counsellor. It must not be possible to recover the expense from any other insurance or facility.

Our compensation is limited to the amount shown on the schedule.

Car Hire

Car hire is optional and applies only to Private car/ minibus type vehicles or Light Delivery Vehicles insured under your policy.

- We compensate you for hiring a car following loss or damage to the vehicle in any of the following circumstances:
 - if the vehicle cannot be driven;
 - if the vehicle is being repaired;
 - if the vehicle is stolen and not recovered.
- We compensate you for:
 - the actual car hire charges for an unlimited distance of travel, excluding running costs (fuel and oil);
 - the cost of delivery of the hire car.
- Conditions for car hire:
 - we arrange the car hire for you. We only hire cars from hire companies that we approve;
 - we compensate you only if you accept the terms, conditions and exclusions of the hire company;
 - the hire car must have an engine capacity of the same or less than the engine capacity for a hire car shown in the schedule.
- The period of hire starts from anyone of these dates:
 - the date the vehicle could not be driven;
 - the date the vehicle was handed to the motor trade for repair; or
 - the date the theft of the vehicle was reported to us.

- The period of hire ends after 30 days or at the earliest of:
- the day your vehicle's repair was completed;
- the day we compensate you for total loss of your vehicle.

Excess waiver

You can choose to pay an extra premium so that you do not have to pay the basic vehicle excess shown on the schedule. Only the basic excess on your vehicle will be waived at the time of a claim. You will still be responsible to pay for all other excesses which might apply. We have the right to refuse or restrict access to this cover. This extension is not available for Third party, fire and theft and Third party only cover.

SPECIAL CONDITIONS

Vehicle inspection

You may not have a valid claim in the event of us notifying you that a vehicle inspection certificate is required for cover to be in force. Your claim may not be accepted if you have not furnished a vehicle inspection report as a pre-requisite for cover; if stated in the schedule.

No Claim Bonus

If you state as fact that you have not submitted any claims in a specified period, we use this information as a basis of our agreement when insuring your items. If your statement is false, then it is a breach of the agreement and we have the right to void your policy from inception. If we pay one or more claims during the period of insurance, the premium will be adjusted in accordance with our scale of premiums at the beginning of the next month.

Security Requirements

If a security device is required as described in the schedule, loss of or damage to the vehicle following theft will only be covered if:

- The required security device is installed in or on the vehicle;
- The required security device is maintained in a working condition;
- The required security device is activated or engaged when the vehicle is left unattended.
- If a tracking device is required, loss or damage following theft, attempted theft, hijack or attempted hijack will only be covered if:
 - The required tracking device is installed in the vehicle;
 - A legally valid contract is in place between you and the tracking company with all fees in terms of this contract being paid up to date at the time of the loss;
 - The required tracking device is activated and fully operational at the time of any theft, attempted theft, hijack or attempted hijack;
 - The theft or hijack is immediately reported to the tracking company;

You must ensure the tracking device is tested immediately at inception of cover and at least once every six months thereafter.

WE WILL NOT INDEMNIFY YOU FOR

- Mechanical, electrical or electronic breakdown, failures or breakages and any consequential loss arising from such breakdowns, failures or breakages;
- Any damage to the insured vehicle or any third-party liability where the insured vehicle is involved in an

accident and it does not meet the roadworthy requirements under any South African Road Traffic Legislation;

- Any loss, damage, injury or liability arising from the insured vehicle or any third-party liability where at the time of the accident, you or the person driving the insured vehicle with your permission is in any way in infringement of the Road Traffic Act (or similar legislation that applies within the country where the vehicle is being driven). Infringements include travelling over the designated legal speed limit, and or the driver being found to be under the influence of alcohol or drugs, or when the driver's blood alcohol level is over the legal limit or fails a breathalyser test.

CASE STUDY 3

How does our indemnity work?

Mr Ndlovu is involved in a collision with a third party. The circumstances of this incident were that as the vehicle Mr Ndlovu was driving approached a third-party vehicle which was stationary at a red traffic light, he realised too late that he could not stop in time, and that although he braked harshly, he hit the rear of the third-party vehicle. Upon assessment of Mr Ndlovu's vehicle damages, it is established that all the tyres on the insured vehicle were smooth and found to have a tread limit of 0.5mm across the full width and circumference of each tyre. Is he covered under this policy?

Answer - tyres with less than 1mm tread, are deemed unroadworthy which is an infringement of the Road Traffic Act. Considering the circumstance of the incident, the unroadworthy tyres were material by way of increasing the chances of the loss having occurred causing a substantial prejudice to us, and as such, indemnity will not be provided.

CASE STUDY 4

How does our indemnity work?

Miss Swart is involved in an accident where she requires immediate medical attention. It is subsequently established that her blood alcohol level was over the legal limit at the time of the accident. Is she covered under this policy?

Answer - being over the legal blood alcohol limit is similarly an infringement of the Road Traffic Act and as such indemnity is not provided.

- Damage to tyres by the application of brakes or by punctures, cuts or bursts caused by road hazards;
- Damage to the suspension or its components due to inequalities of the road or other surface;
- Depreciation in value following from repairs to the vehicle or otherwise;
- Gradual damage caused by wear and tear, rust, mildew, corrosion and decay;
- The amount of any compensation payable by any compulsory motor vehicle insurance legislation. This exception shall apply notwithstanding that no insurance under such enactment is in force or has been effected and regardless of whether the applicable legislative fund is unable to or incapable of providing compensation;
- Any damage caused directly or indirectly as a result of modifications to the engine to enhance performance;
- Consequential loss such as the loss of income;
- Loss or liability following damages to any goods, materials, possessions, movable contents, and personal effects including property attached to or in the insured vehicle; unless it is an accessory or spare part included in the sum insured and/or specified on the policy schedule;

- Death or injury to a member of your household or a person who works for you following a motor loss;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person without your knowledge and consent unless you have laid a criminal charge against such person within 48 hours and provided that you may not withdraw such a charge;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person for racing or competition, or driving instruction, hiring and carrying of fare paying passengers;
- Losses where the driver of the insured vehicle unlawfully leaves the scene of an accident;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person who is not licensed to drive such a vehicle; or any person who is in possession of a license which is endorsed or cancelled;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person who has been refused motor insurance at any time within 3 years before the date of the accident;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven other than in accordance with the Description of Use stated in the schedule;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is outside the territorial limits of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is in transit by water between ports in the territorial limits; unless specifically agreed to by us and noted accordingly on the schedule;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is in transit by rail; unless specifically agreed to by us and noted accordingly on the schedule;
- The death or injury of any person transported in or on a trailer or caravan towed by the vehicle insured, or in the open back section of a light delivery vehicle;
- The death or injury of any person who is a passenger in vehicle that does not have permanently fixed roof top or who is a passenger on a motorcycle or quad bike;
- Loss, damage or liability caused whilst the vehicle is in the custody and control of the motor trade for any purpose other than for the purpose of overhaul, upkeep or repair of the vehicle.

THIRD PARTY, FIRE AND THEFT

WE WILL INDEMNIFY YOU FOR

Accidental loss, damage or theft to the vehicle.

Loss of or accidental damage to the vehicle by fire, explosion, lightning or attempted theft, or theft of the vehicle. The theft of individual spare parts and accessories are covered provided that these are included in the vehicle sum insured and specified on the schedule.

Liability to Third parties

This covers legal liability arising from your use of the insured vehicle, up to a maximum of R2,500,000. This includes legal costs, interest or any other cost incurred with our written consent. Cover is in respect of death and bodily injury to any other person or accidental damage to property of other parties.

We will compensate you for legal liability to a third party arising out of your use of a vehicle not shown in the schedule; however damage to the vehicle being used by you is not covered.

This cover will only be valid if, at the time of accident/loss:

- You were driving the vehicle;
- You were not using the vehicle for business, professional or commercial use at the time of the loss/accident;

- You did not own the vehicle;
- The vehicle was not leased to you;
- The vehicle was not hired to you;
- You did not purchase the vehicle in terms of any credit agreement;
- The vehicle is not insured elsewhere.

We will compensate for legal liability to a third party arising from the use of a vehicle shown in the schedule by persons other than you, provided that no other insurance policy covers the same legal liability.

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

Towing, Storage and Protection costs

Roadside assistance is available at an additional premium. Should you choose not to include this service on your policy or if the service is included on your policy and you do not utilise it, the maximum cost of towing, storage and protection of your vehicle will be limited to the amount stated in the schedule.

In the event of an accident, immediately contact the roadside assistance helpline to arrange towing, storage and protection of your vehicle.

Please refer to Your Policy Schedule for our Roadside Assistance contact details.

Car Hire

Car hire is optional and applies only to Private car/ minibus type vehicles or Light Delivery Vehicles insured under your policy.

- We compensate you for hiring a car following loss or damage to the vehicle in any of the following circumstances:
 - if the vehicle cannot be driven;
 - if the vehicle is being repaired;
 - if the vehicle is stolen and not recovered.
- We compensate you for:
 - the actual car hire charges for an unlimited distance of travel, excluding running costs (fuel and oil);
 - the cost of delivery of the hire car.
- Conditions for car hire:
 - we arrange the car hire for you. We only hire cars from hire companies that we approve;
 - we compensate you only if you accept the terms, conditions and exclusions of the hire company;
 - the hire car must have an engine capacity of the same or less than the engine capacity for a hire car shown in the schedule.
- The period of hire starts from anyone of these dates:
 - the date the vehicle could not be driven;
 - the date the vehicle was handed to the motor trade for repair; or
 - the date the theft of the vehicle was reported to us.
- The period of hire ends after 30 days or at the earliest of:
 - the day your vehicle's repair was completed;
 - the day we compensate you for total loss of your vehicle.

Repatriation

If your insured vehicle is damaged outside the Republic of South Africa but within the territorial limits, you will be responsible for the cost of repatriation, unless we have agreed in writing to bear such costs.

SPECIAL CONDITIONS

- **Vehicle inspection**

You may not have a valid claim in the event of us notifying you that a vehicle inspection certificate is required for cover to be in force. Your claim may not be accepted if you have not furnished a vehicle inspection report as a pre-requisite for cover; if stated in the schedule.

- **No Claim Bonus**

If you state as fact that you have not submitted any claims in a specified period, we use this information as a basis of our agreement when insuring your items. If your statement is false, then it is a breach of the agreement and we have the right to void your policy

from the inception. If we pay one or more claims during the period of insurance, the premium will be adjusted in accordance with our scale of premiums at the beginning of the next month.

- **Security Requirements**

If a security device is required as described in the schedule, loss of or damage to the vehicle following theft will only be covered if:

- The required security device is installed in or on the vehicle;
- The required security device is maintained in a working condition;
- The required security device is activated or engaged when the vehicle is left unattended.

If a tracking device is required, loss or damage following theft, attempted theft, hijack or attempted hijack will only be covered if:

- The required tracking device is installed in the vehicle;
- A legally valid contract is in place between you and the tracking company with all fees in terms of this contract being paid up to date at the time of the loss;
- The required tracking device is activated and fully operational at the time of any theft, attempted theft, hijack or attempted hijack;
- The theft or hijack is immediately reported to the tracking company;

You must ensure the tracking device is tested immediately at inception of cover and at least once every six months thereafter.

WE WILL NOT INDEMNIFY YOU FOR

- Mechanical, electrical or electronic breakdown, failures or breakages and any consequential loss arising from such breakdowns, failures or breakages;
- Damage to tyres by application of brakes or by punctures, cuts or bursts caused by road hazards;
- Damage to suspension or its components due to inequalities of the road or other surface;
- Depreciation in value following from repairs to the vehicle or otherwise;
- Gradual damage caused by wear and tear, rust, mildew, corrosion and decay;
- Where the vehicle is involved in an accident and it does not meet the roadworthy requirements under any South African Road Traffic Legislation; The amount of any compensation payable by any compulsory motor vehicle insurance legislation. This exception shall apply notwithstanding that no insurance under such enactment is in force or has been effected and regardless of whether the applicable legislative fund is unable to or incapable of providing compensation;

- Any damage caused directly or indirectly as a result of modifications to the engine to enhance performance;
- Consequential loss such as loss of income;
- Loss or liability following damages to any goods, materials, possessions, movable contents, and personal effects including property attached to or in the insured vehicle; unless it is an accessory or spare part included in the sum insured and/or specified on the policy schedule;
- Any loss, damage, injury or liability arising from the insured vehicle or any third-party liability where at the time of the accident, you or the person driving the insured vehicle with your permission is in any way in infringement of the Road Traffic Act (or similar legislation that applies within the country where the vehicle is being driven). Infringements include travelling over the designated legal speed limit, and or the driver being found to be under the influence of alcohol or drugs, or when the driver's blood alcohol level is over the legal limit or fails a breathalyser test;
- Death or injury to a member of your household or a person who works for you following a motor loss;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person without your knowledge and consent unless you have laid a criminal charge against such person within 48 hours and provided that you may not withdraw such a charge;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person for racing or competition, or driving instruction, hiring and carrying of fare paying passengers;
- Losses where the driver of the insured vehicle unlawfully leaves the scene of an accident;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person with your permission who is not licensed to drive such a vehicle; or any person who is in possession of a license which is endorsed or cancelled;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person who has been refused motor insurance at any time within 3 years before the date of the accident;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven other than in accordance with the Description of Use stated in the schedule;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is outside the territorial limits of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is in transit by water between ports in the territorial limits; unless specifically agreed to by us and noted accordingly on the schedule;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is in transit by rail; unless specifically agreed to by us and noted accordingly on the schedule;
- The death or injury of any person transported in or on a trailer or caravan towed by the vehicle insured, or in the open back section of a light delivery vehicle;
- The death or injury of any person who is a passenger in vehicle that does not have permanently fixed roof top or who is a passenger on a motorcycle or quad bike;
- Loss, damage or liability caused whilst the vehicle is in the custody and control of the motor trade for any purpose other than for the purpose of overhaul, upkeep or repair of the vehicle.

THIRD PARTY ONLY

WE WILL INDEMNIFY YOU FOR

Accidental damage to third party property

Liability to Third parties

This covers legal liability arising from your use of the insured vehicle, up to a maximum of R 2,500,000. This includes legal cost, interest or any other cost incurred with our written consent. Cover is in respect of death and bodily injury to any other person or accidental damage to property of other parties.

WE WILL NOT INDEMNIFY YOU FOR

- Accidental loss, damage or theft to the vehicle;
- Mechanical, electrical or electronic breakdown, failures or breakages and any consequential loss arising from such breakdowns, failures or breakages;
- Where the vehicle does not meet the roadworthy requirements under any South African Road Traffic Legislation;

- The amount of any compensation payable by any compulsory motor vehicle insurance legislation. This exception shall apply notwithstanding that no insurance under such enactment is in force or has been effected and regardless of whether the applicable legislative fund is unable to or incapable of providing compensation;
- Any damage caused directly or indirectly as a result of modifications to the engine to enhance performance;
- Consequential loss such as the loss of income;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person who is deemed to be under the influence of alcohol or drugs;
- Death or injury to a member of your household or a person who works for you following a motor loss;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person without your knowledge and consent unless you have laid a criminal charge against such person within 48 hours and provided that you may not withdraw such a charge;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person for racing or competition, or driving instruction, hiring and carrying of fare paying passengers;
- Losses where the driver of the insured vehicle unlawfully leaves the scene of an accident;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven with your permission by any person who is not licensed to drive such a vehicle; or any person who is in possession of a license which is endorsed or cancelled;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person who has been refused motor insurance at any time within 3 years before the date of the accident;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven other than in accordance with the Description of Use stated in the schedule;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is outside the territorial limits of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe;
- Liability caused, sustained or incurred while the vehicle is in transit by water between ports in the territorial limits; unless specifically agreed to by us and noted accordingly on the schedule;
- Liability caused, sustained or incurred while the vehicle is in transit by rail; unless specifically agreed to by us and noted accordingly on the schedule;
- Liability caused whilst the vehicle is in the custody and control of the motor trade for any purpose other than for the purpose of overhaul, upkeep or repair of the vehicle.
- Loss or liability following damages to any goods, materials, possessions, movable contents, and personal effects including property attached to or in the insured vehicle; unless it is an accessory or spare part included in the sum insured and/or specified on the policy schedule;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person who is deemed to be under the influence of alcohol or drugs;
- Death or injury to a member of your household or a person who works for you following a motor loss;
- The death or injury of any person transported in or on a trailer or caravan towed by the vehicle insured, or in the open back section of a light delivery vehicle;
- The death or injury of any person who is a passenger in vehicle that does not have permanently fixed roof top or who is a passenger on a motorcycle or quad bike;
- Loss, damage or liability caused whilst the vehicle is in the custody and control of the motor trade for any purpose other than for the purpose of overhaul, upkeep or repair of the vehicle;
- Any loss, damage, or liability where at the time of the accident, you or the person driving the insured vehicle with your permission is in any way in infringement of the Road Traffic Act (or similar legislation that applies within the country where the vehicle is being driven). Infringements include travelling over the designated legal speed limit, and or the driver being found to be under the influence of alcohol or drugs, or when the driver's blood alcohol level is over the legal limit or fails a breathalyser test.

PERSONAL ACCIDENT

Under this section you may claim for accidental injury or death.

It is important that you understand the following definitions applicable to your cover under this section:

Insured/You: The insured person/s named in the policy schedule.

TERMS OF COMPENSATION

We will pay compensation if the insured:

- Sustains any bodily injury directly as a result of an external and violent accident; AND
- If the insured dies or become disabled as a result of such accident.

WE WILL INDEMNIFY YOU FOR

An accident which results in:

- Death

The amount stated in the policy Schedule;

- Permanent disablement

The percentage of the amount stated in the Policy Schedule as set out in the Table of Permanent Disablement;

- Temporary Total Disablement

The amount stated in the Policy Schedule for a maximum period of 104 (one hundred and four) weeks for disablement preventing the Insured from engaging in or giving attention to his/her normal business, from the date of the accident;

- Reasonable medical and other expenses incurred up to the limit stated in the Policy Schedule.

WE WILL NOT INDEMNIFY YOU FOR:

- Intentional self – injury;
- Bodily injury to persons younger than 15 years or older than 70 years;
- Bodily injury, death, disablement or disappearance resulting from:
- Sport, or while the insured participates in:
- Mountaineering where the use of ropes or guides is necessary;
- Big-game hunting;
- Football for or against professional clubs, polo, steeple chasing, rugby, any form of snow or ice sports, wrestling, boxing, scuba diving, water skiing, martial arts, parachuting, bungee jumping, skydiving, bridge jumping, hand gliding, or paragliding;
- Speed or endurance tests or any racing or races.
- Car Racing
- While the Insured participates in any form of car racing.
- Air Travel
- While the Insured travels in an aircraft:
- which is not licensed to transport passengers;
- piloted by a person not licensed for the purposes for which it is used;
- as a member or a temporary member of the crew for either trade or technical activities related to the aircraft.
- caused solely by an existing physical defect or other infirmity of such person
- as a result of the influence of alcohol, drugs or narcotics upon such person unless administered by a member of the medical profession or unless prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself)
- as a result of your participation in any riot or civil commotion
- in the case of females, directly or indirectly resulting from or prolonged or accelerated by or attributable to pregnancy, childbirth, abortion, miscarriage, obstetrical procedures or any sequelae thereof

- any loss or damage as a result of abduction, kidnapping or attempted kidnapping

SPECIAL CONDITIONS

- On the happening of any occurrence resulting in injury for which compensation is payable, the Insured must employ the services of a registered medical practitioner and undergo any treatment the practitioner deems necessary.
- In case of the death of the insured, the insurer has the right to do a post-mortem examination at the insurer's cost.
- Death and disablement, as well as medical and other expenses, are only covered if it happens or is incurred within a period of 12 (twelve) months of the date of the accident.
- Compensation paid for permanent disablement will be deducted from compensation payable for death if arising from the same accident.
- Payment under the temporary total disablement benefit will cease as soon as the insured has reasonably recovered from the injury causing the temporary disablement, notwithstanding the fact that the condition of permanent disablement continues to exist.
- Total and permanent loss includes the total and permanent loss of use as stated on the Permanent Disability table in the schedule.

EXTENSIONS OF COVER

- **Territorial Limits**

Cover under this Section is worldwide.

- **Disappearance**

If in the event of the insured's disappearance, and it can be proved that there are reasonable grounds to accept that the insured died as a result of an accident which was covered, we will pay the benefit, provided that the person to whom the payment is made, consent to reimburse the payment if the opposite seems to be true at a later stage.

- **Exposure**

We will pay the benefit if the insured is in an accident, or the vehicle wherein or on which the insured travels, is involved in an accident resulting in the death or disablement of the insured as a result of starvation, thirst or exposure to the elements.

- **Funeral Benefit**

In the event of an accident giving rise to a valid claim for compensation in respect of death, we will pay an additional amount of R1 000 (one thousand Rand) per insured person as a contribution to funeral expenses.

PERSONAL LEGAL LIABILITY

It is important that you understand the following definitions applicable to your cover under this section:

You: means the Insured Person (Persons) named in the Policy Schedule including members of your family normally residing with the you.

WE WILL PAY YOU

If you become legally liable to pay compensation for accidental death, physical injury or illness, or accidental loss or damage to property during the Period of Insurance, excluding any judgment, award, payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order

made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part) unless:

- such liability is payable in terms of any other Insurance cover.
- Up to an amount specified in the Schedule for any non-recurrent accident or series of accidents resulting from any one event including costs and expenses:
- recoverable by any claimant from you; and / or
- incurred by you with the written consent of the insurer, which consent shall not be withheld unreasonably.
- If you become legally liable as tenant and not as owner for:
- damage to the building of a dwelling and its domestic outbuildings (including movable and immovable property) caused by an Insured event specified in the Household goods section;
- accidental damage to fixed sanitary ware or fixed glass;
- accidental damage to water, gas, sewerage, electricity or telephone connections to the dwellings or outbuildings.
- We will pay you up to the amount of R1 000 000 (one million Rand) for any one accident or series of accidents arising out of any one event.

EXTENSIONS OF COVER

• Security Companies

- We will pay you in respect of your legal liability arising from the ownership, possession or use of any electrical fence;
- We will pay you against any legal liability arising from an indemnity agreement or similar agreement with any person that is a member of SAIDSA (South African Intruder Detection Services Association) and with whom the Insured has a contract for the delivery of security services (hereafter referred to as the Agreement) provided that:
 - both the Agreement and the service contract have been entered into in writing at a date prior to the event resulting in a claim made against you on account of the Agreement;
 - the event or events resulting in a claim against the Insured in terms of the Agreement, occurred in the immediate vicinity of the buildings situated at the risk address stated in the Policy Schedule;
 - accidental death of or bodily injury to any person who is not a member of your family normally resident with you at the address indicated in the Policy Schedule or your domestic staff;
 - accidental damage to property not belonging to or in the charge or under your control or in the charge of or under the control of a member of your family normally resident with you at the address stated in the Policy Schedule, or of your domestic staff;
 - in consequence of legal liability for the arrest or frisking of any person up to an amount of R10 000 as a result of one claim or a series of claims which arise from a single event;
- We will pay you up to the amount of R1 000 000 (one million Rand) for any one accident or series of accidents arising out of one event if we agree in writing.

• Hole in One or Full House

If you or any co-insured scores a hole-in-one or a full house in a game of golf or bowls, which is affiliated to a provincial union, we will pay an amount of R1 000 (one thousand Rand). The hole-in-one or full house must be achieved within the recognized rules of the game concerned and must be certified by the secretary of the club.

WE WILL NOT COMPENSATE YOU FOR:

- compensation payable to you or any member of your family normally resident with you at the address stated in the Policy Schedule, or of your domestic staff;
- loss of or damage to property belonging to you or any domestic staff, or under your control or custody;
- liability directly or indirectly:
 - arising out of and in the course of your service as employee, occupation, business or profession, including but not necessarily limited to the sale of any goods or the rendering of any services for a fee, reward or any other consideration;
 - arising from the ownership of land or buildings (other than buildings insured under the House Owner Section and land upon which buildings are situated, provided the land is used for residential purposes);
 - arising from the occupation of land or buildings other than the Insured's dwelling;
 - arising from the use of any vehicle, caravan, trailer, aircraft or watercraft, other than model aircraft, surfboards or paddle skis, belonging to you or in your custody or your domestic staff;
 - liability assumed by you by agreement, unless you will be liable notwithstanding such agreement;
 - liability arising from the letting or hiring out of any movable or immovable property or part thereof for a fee, reward or any other consideration;
- the first R5 000 of any claim in respect of property hired, leased or borrowed by you;
- any liability and costs thereof arising from the reckless disregard of the possible consequences of your acts or omissions;
- liability arising from one Insured to another member of the same household;
- liability to any former Insured in respect of any occurrence during any period when such former Insured was an Insured;
- liability arising out of loss of or damage to property to the extent that such liability is not indemnifiable under any other insurance policy;
- liability arising out of the ownership or use of any aircraft;
- liability which is the subject of any statutory or similar legislation controlling the use of motor vehicles or trailers and in respect of which liability:
- you are compelled to effect insurance or to furnish security; or
- The state or other governmental body or authority has accepted responsibility;
- liability arising from any person mounting or dismounting a motorcycle;
- the loss of or damage to any self-propelled land vehicle, trailer, caravan, watercraft or aircraft in your care, custody or control;
- liability arising out of any dishonest, fraudulent or malicious acts or acts of physical assault or seduction committed by you;
- payment of any fire, penalty, multiple, punitive or exemplary damages or arising out of liquidated damages clauses, penalty clauses, or performance warranties, except to the extent that it can be proved that liability would have existed anyway in the absence of such clauses or warranties;
- any debt;
- the failure to pay maintenance or alimony or any amounts following a breach of promise;

- liability arising out of the purchase, sale, barter or exchange of any property movable or immovable, or your failure to comply with any obligations in relation thereto;
- the first R2 000 of any claim arising from the suspension or termination of the term of service of any domestic servant;
- Economic Sanctions. We will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any Sanctions Law or Regulation;
- Silica Exclusion. We will not pay for any claim for any legal liability directly or indirectly caused by, arising out of, resulting from or in consequence of, in any way involving or contributed to or by the hazardous nature of asbestos or silica in whatever form or quantity;
- any legal liability, loss or damage to, cost or expense of whatsoever nature directly or indirectly arising from the use of drones or RPAS (remote pilot aircraft system).

SPECIAL CONDITIONS

- This section is subject to the laws of the Republic of South Africa and the courts of this country shall have exclusive jurisdiction in any dispute that may arise between the you and us.
- In respect of any claim not covered at least in part by an Underlying Insurance, we may take over and manage such claim in your name for our benefit. We will act at our option in the conduct of any proceedings as well as in the settlement of any claim. You are liable to give all necessary information and assistance as may be required by us.
- All payments under this Section must be made in the Republic of South Africa and in the currency of this country.
- The proper compliance with and satisfaction of all the conditions of this Section (which requires that anything done by you or that you must satisfy specific conditions) is a suspensive condition for the liability accepted by us concerning any occurrence for which you can make a claim in terms of this Policy.
- We may in the case of any occurrence pay you the maximum Indemnity Limit (but deducting any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and we shall thereafter be under no further liability in respect of such occurrence.
- No admission, statement, offer, promise or payment may be made by you concerning a claim in terms of this Policy without our written consent.