

Body Corporate &
Homeowners Association
TERMS & CONDITIONS

Never not there™
Auto & General

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General Terms and Conditions

These terms and conditions apply to all aspects of your policy.
This insurance product is designed for Residential-/Office Park Body Corporates, Homeowners Associations and Residential and Office Park Shareblock Schemes only.

What makes up your policy of insurance

The schedule, general terms and conditions and the policy wording, together with any correspondence sent to you, as well as any verbal agreements we make, form the policy of insurance between you and us. Please ensure that you are familiar with the contents of all the documents and that all the details noted on the schedule are correct in every respect.

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

Definitions:

Act

As applied to the issued policy and the interested parties being subject to either:

- The Sectional Titles Act 95 of 1986 (as may be amended or replaced), or
- The Companies Act, 71 of 2008 (section 21) (companies not for gain) (as may be amended or replaced), or
- The Share-blocks Control Act 59 of 1980 (as may be amended or replaced)

Residential Body Corporate

A Body Corporate as defined in the Sectional Titles Scheme Management Act (No. 8 of 2011) as amended or substituted from time to time, which is named in your policy schedule. The Body Corporate included all owners and Mortgagees of registered mortgagee bonds over the units in the scheme for their respective rights and interests.

A legal entity established to manage, maintain and administer a sectional title scheme in a residential complex or residential apartment building which consisting of multiple residential units, shared facilities and common areas. Body Corporates managing, maintaining and administering office, retail, commercial and industrial parks is not deemed as managing residences.

Office Park Body Corporate

A Body Corporate as defined in the Sectional Titles Scheme Management Act (No. 8 of 2011) as amended or substituted from time to time, which is named in your policy schedule. The Body Corporate included all owners and Mortgagees of registered mortgagee bonds over the units in the scheme for their respective rights and interests.

A legal entity established to manage, maintain and administer a sectional title scheme in an office park consisting of multiple office units, shared facilities and common areas. Body Corporates managing, maintaining and administering retail, commercial and industrial parks is not deemed an office park.

The Business of a Residential Body Corporate/Office Park Body Corporate

The duties and requirements of a Body Corporate in terms of the Sectional Titles Scheme Management Act (No. 8 Of 2011) as may be applied to this insurance and the registered rules agreed and amended by the appointed Trustees or as may be amended by statutory regulations and or the provisions thereof.

Common Property -Residential Body Corporate/Office Park Body Corporate

All areas/facilities/parts of the Residential Body Corporate/Office Park Body Corporate that are not owned exclusively by individual unit owners but are shared collectively by the owners within a Residential Body Corporate/Office Park Body Corporate.

Homeowners Association

A Homeowners Association is an organisation, in accordance with the Companies Act, 71 of 2008 (section 21) (companies not for gain), comprised of all owners of units/residential houses in the development.

A legal entity established by property owners within a residential estate, community or development to manage and oversee the shared interests and communal property of the development associated with freehold properties within the gated estate of similar development.

The Business of a Homeowners Association

The duties and requirements of the directors of a Company governing the activities of a Homeowners Association in terms of Companies Act, 71 of 2008 (section 21) (companies not for gain), as may be applied to this insurance or amended by statutory legislation and or the provisions thereof.

Common Property–Homeowners Association

Referring to land, facilities and infrastructure within the residential estate or residential development that are collectively owned or shared by all the property owners in the community.

Residential and Office Park Shareblock Scheme

A share block scheme is a property ownership model, in accordance with the Shareblock Control Act 59 of 1980, comprised of the company (owner) and rights of shareholders to use the property.

A legal entity established by residential or office park property owners, forming a company that holds ownership of the residential or office park property and individuals own shares in that company, which grants them the right to use specific units within the development.

The business of a Residential and Office Park Shareblock Scheme

The duties and requirements of the directors/members of a “share-block” as determined in accordance with the requirements of the Shareblock Control Act 59 of 1980 as may be applied to this insurance or amended by statutory legislation and or the provisions thereof.

Common Property - Residential and Office Park Shareblock Scheme

Referring to the parts of the building and land that are not allocated to individual shareholding units. All shareholders in a share block scheme have an undivided share in the common property.

References in this policy to “you”

Please note that all references to “you” in the policy book indicate the Residential and/or Office Park Body Corporate Scheme or Homeowners Association and shall include all owners and all mortgagees of registered mortgage bonds over the units in the scheme or properties in the association for their respective rights and interests.

References in this policy to “employee”

Please note that all references to “employee” in the policy book indicate any employee of the Residential and/or Office Park Body Corporate Scheme or Homeowners Association, but excluding managing agents and shall include all owners and all mortgagees of registered mortgage bonds over the units in the scheme or properties in the association for their respective rights and interests.

References in this policy to “trustees”

Please note that all references to “trustees” in the policy book indicate any elected trustee of the Residential and/or Office Park Body Corporate Scheme or Homeowners Association, but excluding any managing agent or professionally appointed or contracted person, firm or company when acting in a professional capacity or for reward—unless specifically stated to be included.

References in this policy to “director”

Please note that all references to “director” in the policy book indicate any elected director of the Residential and/or Office Park Body Corporate Scheme or Homeowners Association, but excluding any managing agent or professionally appointed or contracted person, firm or company when acting in a professional capacity or for reward—unless specifically stated to be included.

Officer

Means any person who is employed by the Residential and/or Office Park Body Corporate or Homeowners Association in an executive, managerial or supervisory position, but excluding any managing agent or professionally appointed or contracted person, firm or company.

Managing Agent

A person or company and its employees with delegated functions, appointed by the Residential and/or Office Park Body Corporate or Homeowners Association, to control, manage and administer the business or affairs of the Body Corporate/Homeowners Association.

Loss

Any loss, damage, liability, claim, cost or expense of whatsoever nature.

Computer System

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.

Electronic Data

Information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media.

Cyber Act

Means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident

Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Data Breach

The theft, loss, access to, acquisition of, or unauthorized or unlawful use or disclosure of any person's or organisation's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit or payment card information, health information, biometric data or any other type of non-public information, involving access to, processing of, use of or operation of any computer system; or the violation of any statute, regulation, common-law, or any other law regulating or protecting access to collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of electronic data.

Physical Loss or Physical Damage

A sudden and unforeseen detrimental change in tangible property in a manner necessitating repair, rebuilding or replacement. Pure loss of use, without preceding physical loss or physical damage, such as the inability to use or restrictions in the use of a building or an object as well as the simple non-functioning of an object, shall not constitute a physical loss or physical damage.

Climate Change

Is an alteration of the composition of the global atmosphere that is attributed directly or indirectly to human activity, and which is in addition to natural climate variability observed over comparable time periods.

Communicable Disease

Means any disease which can be transmitted by means of any substance or agent from any organism to another organism 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 bodily injury, illness, emotional distress, damage to human health or human welfare.

Regular Driver

The person that drives a vehicle regularly (most often and more frequently than anyone else) is the regular driver.

Parking Facilities

Are areas or structures that provide spaces for parking vehicles off the street.

Mortgagee

Is the financial institution lending money to the borrower to purchase fixed property.

Mortgagor

Is the borrower borrowing money from a financial institution to purchase fixed property.

Reasonable Cost

A price that is consistent with what a reasonable person would pay in the same or similar circumstances for the same business, or for the same or similar item.

Electronic Data Processing Equipment

Any computers, terminals, teleprinters, readers, telephone systems, computerized cash registers, word processing equipment, and equipment and parts related to the processing unit. Electronic data processing equipment does not include electronic systems that control production machinery nor the production machinery itself.

Looting

Any act or activity of stealing from businesses during the acts of riots (political and non-political), strikes (legal and illegal), lockout, public disorder, civil commotion, labour disturbance, xenophobia or afrophobia acts.

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.

Over-and underinsurance

This refers to the difference between the insured amount and the actual amount needed to replace all the insured property. The purpose of insurance is to put you back in the position that you were in immediately before the loss, and not to enrich you. We will only pay you for the actual loss suffered. You must insure your property for its replacement value, and you must ensure that the value remains appropriate based on the replacement cost.

Policy changes and cancellation

We may change or cancel your policy by giving you 31 days' notice. We may give this notice verbally, by fax, e-mail or post to your last known address. Any change or cancellation that you make will be effective from the time and date 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, then your premium refund will be limited to premiums actually paid in the 12 months prior to cancellation.

Payments

Depending on the payment option you selected, your policy is either:

- a monthly policy, with a full year's premiums paid upfront, or
- a monthly policy, with monthly premiums paid upfront.

You must make the annual or monthly payments in advance on the agreed deduction/payment date stated in your policy schedule. If we do not receive the payment for a policy on the deduction/payment date(s) as stated in the schedule, we will allow a 15-day grace period for payment.

Payments not received

If your premium is still not received after one month for annual policies, or three months for monthly policies, your policy will lapse.

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. You must also make a normal monthly payment for the cover to recommence.

Your obligations

If you do not fulfil any of the following obligations, cover may be cancelled and/or your claim may not be settled.

Your obligations are to:

1. provide us with true and complete information;
2. comply with all our reasonable requests;
3. assist us in all ways to recover indemnification 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 to settle or settlement, without our written agreement;
6. inform us if any of the policy details or declarations are incorrect or if any of these details or declarations change;
7. tell us if you change the address where you usually keep the items we insure;
8. tell us about anything you have not yet disclosed, but 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;
9. 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 to us, whether we have taken possession of the property or not;
10. allow us to use your name in any legal action against any other person to recover any amounts settled, or that we agree to settle, in respect of a claim under your policy.
11. take all reasonable steps to ensure that the property insured (as defined in the policy) complies with the National Building Regulations.
12. ensure that suitable disclaimers be displayed at the entrance to the insured property, all parking areas, swimming pools, saunas, jacuzzis and water features.
13. ensure that contractors, maintenance and cleaning staff display signs warning the tenants/public to exercise caution during their operations or activities on or about the premises.
14. **Fire Extinguisher Adherence & Servicing:** Maintain certifications and comply with all applicable laws and regulations material to the risk. You must obtain and maintain all necessary certifications, licenses, and permits required for your insured property. You must notify us immediately if any certification, license, or permit is revoked, suspended, or not renewed. Any failure to comply with relevant laws, regulations, by-laws, or rules may result in us having the right to deny any claim where such non-compliance is material to the loss.
15. **Certificate of Electrical Compliance:** Maintain certifications and comply with all applicable laws and regulations material to the risk. You must obtain and maintain all necessary certifications, licenses, and permits required for your insured property. You must notify us immediately if any certification, license, or permit is revoked, suspended, or not renewed. Any failure to comply with relevant laws, regulations, by-laws, or rules may result in us having the right to deny any claim where such non-compliance is material to the loss.
16. **Certificate of Electrical Compliance (Inverter):** Maintain certifications and comply with all applicable laws and regulations material to the risk. You must obtain and maintain all necessary certifications, licenses, and permits required for your insured property. You must notify us immediately if any certification, license, or permit is revoked, suspended, or not renewed. Any failure to comply with relevant laws, regulations, by-laws, or rules may result in us having the right to deny any claim where such non-compliance is material to the loss.

17. **Certificate of Electrical Compliance (Generator):** Maintain certifications and comply with all applicable laws and regulations material to the risk. You must obtain and maintain all necessary certifications, licenses, and permits required for your insured property. You must notify us immediately if any certification, license, or permit is revoked, suspended, or not renewed. Any failure to comply with relevant laws, regulations, by-laws, or rules may result in us having the right to deny any claim where such non-compliance is material to the loss.
18. **Commercial Kitchen Extraction System:** If the insured property contains operations such as restaurants, fast food preparation, etc. maintain certifications and comply with all applicable laws and regulations material to the risk. You must obtain and maintain all necessary certifications, licenses, and permits required for your insured property. You must notify us immediately if any certification, license, or permit is revoked, suspended, or not renewed. Any failure to comply with relevant laws, regulations, by-laws, or rules may result in us having the right to deny any claim where such non-compliance is material to the loss.
19. **Deep Fat Fryer-Cleaning:** If the insured property contains operations such as restaurants, fast food preparation, etc. maintain certifications and comply with all applicable laws and regulations material to the risk. You must obtain and maintain all necessary certifications, licenses, and permits required for your insured property. You must notify us immediately if any certification, license, or permit is revoked, suspended, or not renewed. Any failure to comply with relevant laws, regulations, by-laws, or rules may result in us having the right to deny any claim where such non-compliance is material to the loss.
20. **Gas Compliance:** Maintain certifications and comply with all applicable laws and regulations material to the risk. You must obtain and maintain all necessary certifications, licenses, and permits required for your insured property. You must notify us immediately if any certification, license, or permit is revoked, suspended, or not renewed. Any failure to comply with relevant laws, regulations, by-laws, or rules may result in us having the right to deny any claim where such non-compliance is material to the loss.
21. **Hot Works:** Maintain certifications and comply with all applicable laws and regulations material to the risk. You must obtain and maintain all necessary certifications, licenses, and permits required for your insured property. You must notify us immediately if any certification, license, or permit is revoked, suspended, or not renewed. Any failure to comply with relevant laws, regulations, by-laws, or rules may result in us having the right to deny any claim where such non-compliance is material to the loss.
22. **Waste Management:** Maintain certifications and comply with all applicable laws and regulations material to the risk. You must obtain and maintain all necessary certifications, licenses, and permits required for your insured property. You must notify us immediately if any certification, license, or permit is revoked, suspended, or not renewed. Any failure to comply with relevant laws, regulations, by-laws, or rules may result in us having the right to deny any claim where such non-compliance is material to the loss.

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 60 days from the date of the incident giving rise to the claim;
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 30 days; and
4. provide us with all the information and documentation that we may ask for, within 30 days

General clauses

Other parties' rights

Only you, the policyholder, have rights in terms of this policy. If you decide not to claim for any damages, that would be your right only. No other person may claim from this policy.

Non-adherence to the policy

If you do not adhere to the terms and conditions of this policy, we have the right to not indemnify you for any claim.

Disputed claims

After we inform you of our decision on a claim, we will allow you 90 days to make representations to us about our decision. If you do not comply with this time limit, we will not reconsider the disputed claim. If we do receive representations, the decision will then be reviewed and the outcome communicated to you.

If, after review, we do not indemnify you for a claim or any part of it and you wish to challenge our decision, you must serve legal process on us within six months, calculated from the expiry of the 90-day period referred to above. If you do not comply with this time limit, you will be prevented from proceeding with legal process.

Proof

When you claim, we can ask you to prove the ownership and value of the things you claim for.

Contribution

If a claim is also covered by another policy, we will only indemnify you for our portion.

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.

Fraud or dishonesty

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

Sanction limitation and exclusion clause

This insurance shall not be deemed to provide cover and the company shall not 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 violate any law, regulation, sanction, prohibition, resolution or restriction of the Republic of South Africa, the United Nations, the European Union, the United Kingdom or the United States of America or any other applicable law, regulation, sanction, prohibition, resolution or restriction.

Excess

Every time something happens for which you claim, you must pay an excess. This is the uninsured part of your loss. The amounts that you will be responsible for under each section of the cover you have chosen are stated on your schedule.

More than one section of this policy

If a claim is reported to us, we will decide which section of this policy will apply.

Claims costs

We will pay for the assessments we need to do of claims under your policy. However, if you wish to employ a person to assist you in preparing your claim, indemnification for the costs you incur in this process will be at our discretion. The maximum payable under each section is stated on your schedule.

Security firms

Should you need to use the services of a legally registered security firm to safeguard your property, we will consider the employees of this security firm as employees of your own—even though they are not directly paid by you. Their employee status will be limited to the duties outlined in the agreement between the security firm and yourself.

Temporary Repairs and Protection Costs

We will reimburse you all reasonable costs and expenses in effecting such temporary repairs and in taking such temporary protection measures, including the hiring of watchmen, as may be reasonable and necessary after loss or damage giving rise to a claim under this policy.

We do not indemnify you:

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

Riots, wars, political acts, terrorism or any such attempted acts:

1. any riot, strike or public disorder (including civil commotion, labour disturbances or lock-out) or any act or activity resulting in or calculated to bring about riot, strike or such disorder;
2. Any act or activity of looting committed as part of the acts of riots (political and non-political), strikes (legal and illegal), lockout, public disorder, civil commotion, labour disturbance, xenophobia or afrophobia acts;
4. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war; mutiny, military uprising, military or usurped power, martial law, 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;
5. any act or threat of any act (whether on behalf of any organisation, body, person or group of persons) calculated or directed to overthrow or influence any state or government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;

6. 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, government or any provincial, local or tribal authority,
7. any attempt to perform any act referred to in clause 5 or 6 above; or
8. 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 7 above.

Cyber Loss:

1. 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:
 - 1.1 any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the below paragraph 2;
 - 1.2 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.
2. Subject to the other terms, conditions and exclusions of your policy, we will cover physical damage to property insured under your policy and any time element loss directly resulting therefrom where such physical damage is directly occasioned by any of the following perils: theft, fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

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 (Act No. 85 of 1976) of the Republic of South Africa, or any similar act operative in any of the territories to which your policy applies.

Nuclear substances

Nuclear material, fission, fusion, weapons, explosives, waste, 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.

Failure or interruption of the electricity grid

Any loss, damage, death, injury, liability, cost, or expense of any kind—including any consequential losses under any provision of this policy—that is directly or indirectly caused by, contributed to, results from, arises out of, or is connected with any interruption or failure of the electricity grid, regardless of the cause, is not covered under your business insurance policy. This is true regardless of any clause in this policy that states the opposite or any support for it.

A total or partial interruption, interference, suspension, blackout or failure of the water, gas, fuel or electricity supply from the national, regional or private grid of South Africa to any insured or business of the insured, by any cause whatsoever, is referred to as an electricity failure or interruption of the electricity grid.

Asbestos

Death, injury, illness, costs, or expenses of whatsoever type related to asbestos.

Deterioration and breakdown

Failure, breakage or rust, wear and tear, depreciation, perishing, fading, mechanical or electrical breakdown, except if we specifically state in your schedule that it is covered.

Deterioration and breakdown

Failure, breakage or rust, wear and tear, depreciation, perishing, fading, mechanical or electrical breakdown, except if we specifically state in your schedule that it is covered.

Contractual liability

Any loss arising from any contractual liability.

Consequential loss

Consequential loss or damage, except if we specifically state in your schedule that it is covered.

Illegal activities

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

Climate Change

Any damage, loss, liability, costs, expenses, fines and penalties, equitable relief or legal obligation of any kind arising out of any allegation or claim that your insured business caused or contributed to

climate change or its consequences, or that your insured business has conveyed a false impression or provided misleading information about the degree to which your business activities or products were climate-friendly.

If we say that a claim is not covered because of any of the 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, lock-out 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. The Sasria master policy is kept by us and is available on request.

What is not covered by Sasria

Sasria does not cover loss or damage that is caused by:

1. consequential or indirect means;
2. a stoppage or deliberate slowing down of work;
3. your property being disposed of or confiscated by any lawful authority;

4. any lawful authority when dealing with riots, civil commotion or other political, social or economic act, war and warlike acts;
5. an act of terrorism involving the use or release, or the threat thereof, of any nuclear weapon or device, or chemical or biological agent; or
6. theft.

Proof

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

Undertaking in respect of the Ombudsman

We have given the National Financial Ombud Scheme South Africa (NFO) a written undertaking that we will always abide by his or her formal rulings in respect of any matter referred to him or her by a client.

The NFO can be contacted on 0860 800 900 or through their website www.nfosa.co.za.

Fire

Under this section you may claim for:

- property kept inside your insured building premises:
 - machinery, tools and equipment
 - tenants fixtures and fittings
 - miscellaneous items (and goods in the open),
- depending on the cover you have selected and provided your schedule states that you are paying a premium for this cover.

Excess

Every time something happens for which you claim, you must pay the basic excess. You must also pay any of the additional excesses on the schedule, on top of the basic excess.

We will indemnify you:

For physical loss or physical damage to your property, as noted in the **Fire section** of your schedule, if caused by any of the perils set out below.

Maximum indemnification

The maximum we will pay for any claim under this section is the sum insured. The sums insured are stated in the **Fire section** of your schedule.

Insured perils

Loss of or damage to your property as a result of:

1. fire, lightning, thunderbolt, power surge, subterranean fire, earthquake, explosion, storm, wind, water, hail and snow;
2. impact by animals, trees (except if they are being felled), aerials, satellite dishes, vehicles, aircraft and articles dropped from aircraft/s;
3. charges by any registered firefighting or rescue organisation; or
4. charges by any municipality to pass plans to replace the lost or damaged property.

Cover automatically included to assist you

Professional fees

You may have to obtain assistance from professionals in the replacement of property that was lost or damaged by the insured perils. We will indemnify you for the cost of architects or other professional persons in the compilation of estimates, plans, specifications, quantities, tenders or supervision.

Demolition and clearing costs

We will indemnify you for the cost of demolishing and clearing the land of debris after loss or damage caused by any of the insured perils.

Temporary removal

We will cover certain property/items, noted as item/s 1 and 3 under 'Sums insured' in the **Fire section** of your schedule, while they are away from your business premises, including transit by road or rail, for the purpose of overhauling, upkeep or repair.

Alternative replacement

Provided that the insured value is the correct new replacement value, we may indemnify you for replacing the insured property with alternative new property that can perform the same function.

Claims preparation costs

We will pay for the assessments we need to do of claims under your policy. However, if you wish to employ a person to assist you in preparing your claim, indemnification for the costs you incur in this process will be at our discretion. The maximum amount we will pay for any claim under this extension is **R50 000**.

We do not indemnify you:

For loss or damage as a result of:

1. Any tsunami, volcano, or abnormal nature conditions not included in this section as a peril or additional peril.
2. Exposure of property to any heating, drying or water process.
3. The property being in any underground mine or in the open, unless designed to be in the open.
4. The property being a retaining wall, drain or constructed water course.
5. Any faulty design or construction.
6. The weakening of any support to any structure.
7. The work of any workmen.
8. Lost or damaged due to the accidental discharge or leakage of tanks, pipes or other apparatus involving chemicals, oils, fluids, gases or fumes. Cover must be purchased under the **Accidental Damage section**.
9. Any excavation work.
10. Any malicious damage. Cover must be purchased under the **Accidental Damage section**.

11. Loss or damaged to heat pumps with a replacement value in excess of **R25 000**, which is not specified under the **Fire Miscellaneous section**. Cover for resultant damage of heat pumps valued above **R25 000** is also excluded under the **Buildings Combined section** unless the heat pump is specified under the **Fire Miscellaneous section**.

We will also not indemnify you for loss of or damage to property that is insured under any marine insurance policy.

What happens if you are underinsured

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

CLAIM	R10 000
INSURED FOR	R50 000
REPLACEMENT VALUE	R100 000
UNDERINSURANCE CALCULATION	<u>$\frac{R10\ 000 \times R50\ 000}{R100\ 000}$</u>
CLAIM PAYMENT	R5 000

Buildings Combined

Under this section you may claim for loss of or damage to the physical structure of your insured building and its outbuildings.

Excess

Every time something happens for which you claim, you must pay the basic excess. You must also pay any of the additional excesses on the schedule, on top of the basic excess.

Definitions

The following definitions will apply to this section:

Third party

A third party is any person with whom you have no family or employer relationship, as understood in a court of law.

We will indemnify you:

For physical loss of or physical damage to the buildings, sporting and recreational structures, and outbuildings (built of brick, stone, concrete or metal and roofed with slate, concrete tiles, concrete, asbestos or metal, (unless otherwise stated on the schedule), including the landlord's fixtures and fittings as well as boundary walls, gates, tarred and paved roads, driveways, paths or parking areas for which you are legally responsible.

Maximum indemnification

The maximum we will pay for any claim under this section is the sum insured. Monetary sums insured which reflect under automatic included cover are not included in the sum insured and are payable over and above. The sums insured are stated in the **Buildings Combined section** of your schedule.

Insured perils

There will be cover if the loss or damage is caused by any of the following perils:

1. Fire, lightning, thunderbolt, power surge, subterranean fire, earthquake, explosion, storm, wind, water, hail and snow.
2. Impact by animals, trees (except while they are being felled), aerials, satellite dishes, vehicles, aircraft and articles dropped from aircraft.
3. Burglary requiring break-in to any building or structure.
4. Charges by any registered firefighting or rescue organisation.
5. Charges by any municipality to pass plans to replace the lost or damaged property.
6. Accidental breakage of fixed mirror glass, fixed glass windows, fixed glass doors and sanitary ware.

Cover automatically included to assist you

Loss of rent

If you lose rent because your tenant had to vacate the building or any part of it due to damage caused by an insured peril, or if your tenant is unable to access your building as a result of an insured peril, but only until the building or the part that was damaged is fit for reoccupation. The maximum we will pay for a claim under this cover section is 25% of the sum insured.

Professional fees

You may need assistance from professionals in the replacement of property that was lost or damaged by the insured perils. We will indemnify you for the cost of architects or other professional persons in the compilation of estimates, plans, specifications, quantities, tenders or supervision.

Demolition and clearing costs

We will indemnify you for the cost of demolishing and clearing the land of debris after loss of or damage to your buildings or structures caused by any of the insured perils.

Temporary removal

We will extend this insurance to cover the property while it is away from your building or structure, including transit by road or rail, for the purpose of overhaul, upkeep or repair.

Mortgagee Clause

The interest of any mortgagee in the buildings, improvements, landlord's fixtures and fittings and rent insured only, shall not be prejudiced by any act or omission, on the part of the Body Corporate/Homeowners Association, mortgagor (owner) or mortgagor's tenants resulting in an increased hazard, provided that such acts or omissions have been effected without the knowledge of the mortgagee. In the event of a total loss we will only indemnify the mortgagee for the outstanding balance still due on the property. The mortgagee shall, however, inform us as soon as such act or omission comes to the attention of the mortgagee and the Body Corporate/Homeowners Association shall be responsible for any additional premium payable from the date we agree to take on an increased hazard.

In the event of any act or omission, as defined in the general terms and conditions of the policy, by the Body Corporate/Homeowners Association, mortgagor (owner) or mortgagor's tenants which resulted in an increased hazard, no indemnification shall take place to the Body Corporate/Homeowners Association or mortgagor (owner).

Public Supply

We will indemnify you for accidental damage to water, sewerage, gas, electricity and telecommunication connections, which are your property or for which you are legally responsible between the property insured and the public supply or mains.

Building escalation

Since the costs of building materials and labour increase every year, we agree to increase the sum insured by a factor of 10% per calendar year from the date of inception of this policy. It is a requirement that you increase the value at least once per calendar year to cater for these increased costs. Should you fail to increase the sum insured once a year, the original sum insured plus 10% will be the maximum sum insured that we will consider valid.

Subsidence of land

We will indemnify you for loss of or damage to the insured buildings, as described above, caused by subsidence or heave of the land supporting the buildings or landslip, as long as the loss or damage is not caused by or does not arise from:

- excavations other than mining excavations;
- alterations, additions or repairs to the buildings;
- the compaction of infill
- defective design materials or workmanship; or
- normal settlement, shrinkage or expansion of the dwelling.

Cover is included within the buildings insured value.

Under this cover extension, we will also indemnify you for your office contents and due to subsidence, heave or landslip, the insured office contents 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.

Emergency Accommodation

We will indemnify you the reasonable costs of alternative emergency accommodation if a unit owner of a residential unit cannot occupy the unit for its intended purpose following:

- a. damage to the unit to the extent that it is not habitable; or
- b. damage to other property within 10km radius of the unit which prevents access to the unit.

The maximum we will pay per day and in total is up to **R1 500** per day per unit for a maximum of 7 days.

We will not pay these costs if:

- a. this is not the unit owner's primary residence; or
- b. there is any other insurance that provides cover for alternative accommodation

Owner's Pets

We will indemnify you the reasonable costs to board pets belonging to owners, if a unit is damaged to the extent that it is not habitable only if:

- a. temporary accommodation does not allow pets;
- b. the pet is usually kept at the unit;
- c. the unit owner use the unit as primary residence

The maximum we will pay for any claim under this extension is **R3 000**.

We will not pay these costs if:

- a. the pet/s is not owned by the unit owner.

Power surge

Cover is included within the buildings insured value.

Swimming Pool/Borehole Pumps

Cover is included within the buildings insured value.

Window Glass and Glass Doors

Cover is included within the buildings insured value.

Gate motors

Cover is included within the buildings insured value.

Locks, keys, tags & remote control access devices

The maximum we will pay for any claim under this extension is **R5 000**.

Temporary protection costs and security guards

We will reimburse you all costs and expenses in effecting such temporary repairs and in taking such temporary protection measures, including the hiring of watchmen, as may be reasonable and necessary after loss or damage giving rise to a claim under this policy.

The maximum we will pay for any claim under this extension is Reasonable Cost.

Gardening, maintenance and cleaning related equipment (All Risks Basis)

We will indemnify you for accidental physical loss of or damage to gardening, cleaning and other maintenance related equipment used on the insured premises other than loss or damage to or caused by the following

1. While the property is in the possession of any other person or business to be cleaned, repaired or worked on, or if it is on sale.
2. As a result of tricks, devices or false pretences practiced on you.
3. As a result of any action related directly to the insured items, such as (but not limited to) gradual deterioration, gradual processes (e.g. rusting or fading), inherent or latent defects, insects or vermin.
4. As a result of a fault of any type related to the insured items, such as (but not limited to) defects, workmanship or professional advice.
5. Resulting from the dishonesty of any trustee, director or employee of the insured business, whether acting alone or in collusion with others.
6. As a result of any breakdown, failure or collapse of equipment.

The maximum we will pay for any claim under this extension is **R5 000**.

Home modification following disability

We will indemnify you for necessary modifications to any insured property following an event that gives rise to a claim that is agreed and processed by us, which results in permanent disability to the registered owner of a unit including the owner's spouse, children and other persons normally residing with him/her.

The maximum we will pay for any claim under this extension is **R20 000**.

Removal of fallen trees

We will indemnify you for the cost of removing trees when they have fallen upon and causes damage to the insured property.

The maximum we will pay for any claim under this extension is **R5 000**.

Removal of bees and wasps

We will indemnify you for cost and expenses necessarily and reasonably incurred in removing bees/wasps and nests from the insured premises, as well as the treatment of vacated hive areas to prevent re-occupation, provided that the removal is carried out by a registered bee keeper or bee owner

We will not be liable for the cost of removing nests already on the insured premises before the inception of this policy.

The maximum we will pay for any claim under this extension is **R2 500**.

Damage to landscaped gardens

We will indemnify you for the cost of reinstating landscaped gardens forming part of the insured premises following damage to the insured buildings as a result of an insured peril.

The maximum we will pay for any claim under this extension is **R5 000**.

Loss of water (50% variance)

We will indemnify you for the cost of water loss through leakage of pipes in any unit or on the common property where you are responsible for paying the charge of such water provided that the quarterly reading of the water consumption exceeds the average of the last previous four quarter's readings by 50% or more. There will be no cover if the water consumption exceeds the average by less than 50%.

The maximum we will pay for any claim under this extension is **R5 000**.

Claims preparation costs

We will pay for the assessments we need to do of claims under your policy. However, if you wish to employ a person to assist you in preparing your claim, indemnification for the costs you incur in this process will be at our discretion. The maximum amount we will pay for any claim under this extension is **R50 000**.

Office Contents

The maximum we will pay for any claim under this extension is:

1. Office Contents **R100 000**
2. Loss of Documents **R10 000**
3. Legal Liability for loss of or damage to other parties' documents in your possession **R1 000 000**

The **Office Contents section** of your policy wording applies to this extension inclusive of the stated cover automatically included to assist you.

Additional cover may be purchased in excess of the above automatic included limits. Such additional cover will appear under the **Office Contents section** of your policy schedule, for which a premium is payable. In such an event, the automatic included limit and the purchased limit is the maximum sum insured which we will pay for any claim under this extension. In the event of a claim, the excess as stated on your policy schedule will only apply once per event and is not accumulative.

Money

The maximum we will pay for any claim under this extension is **R25 000**.

Cover is conditional upon your SABS category 2 HD grading (or higher grading) receptacle/safe, being in working order at all times. In the event that money is not kept in a SABS category 2 HD grading (or higher grading) receptacle/safe; cover will be limited to your actual receptacle/safe limit.

The **Money section** of your policy wording applies to this extension inclusive of the stated cover automatically included to assist you.

Additional cover may be purchased in excess of the above automatic included limit. Such additional cover will appear under the **Money section** of your policy schedule, for which a premium is payable. In such event, the automatic included limit and the purchased limit is the maximum sum insured which we will pay for any claim under this extension, subject to the maximum combined sum insured being kept in a receptacle/safe as per the SABS grading as stated under the **Money section** of your policy wording. In the event of a claim, the excess as stated on your policy schedule will only apply once per event and is not accumulative.

Fidelity Guarantee

The maximum we will pay for any claim under this extension is **R50 000** on a blanket basis up to 5 trustees/employees. This cover is extended to include your appointed property managing agent or professionally appointed or contracted person, firm or company. This cover is also extended to include theft or fraud or dishonesty committed via the use of electronic data processing, computer, data, program, software, system or through media manipulation, input, suppression of input, destruction or alteration.

The **Fidelity Guarantee section** of your policy wording applies to this extension inclusive of the stated cover automatically included to assist you.

Additional cover may be purchased in excess of the above automatic included limit. Such additional cover will appear under the **Fidelity Guarantee section** of your policy schedule, for which a premium is payable. In such an event, the automatic included limit and the purchased limit is the maximum sum insured which we will pay for any claim under this extension, however the increased limit purchased will not provide cover for your appointed property managing agent. In the event of a claim, the excess as stated on your policy schedule will only apply once per event and is not accumulative.

Public Liability

The maximum we will pay for any claim under this extension, including all costs and expenses in defending or representing you is **R40 000 000**.

Public Liability is extended to include **Trustees Liability**. The maximum we will pay for any claim under this extension, including all costs and expenses in defending or representing you is **R10 000 000**.

The **Public Liability section** of your policy wording applies to this extension inclusive of the stated cover automatically included to assist you.

Additional cover may be purchased in excess of the above automatic included limits. Such additional cover will appear under the **Public Liability section** of your policy schedule, for which a premium is payable. In such an event, the automatic included limit and the purchased limit is the maximum sum insured, which we will pay for any claim under this extension. In the event of a claim, the excess as stated on your policy schedule will only apply once per event and is not accumulative.

Employers Liability

The maximum we will pay for any claim under this extension, including all costs and expenses in defending or representing you is **R10 000 000**.

The **Employers Liability section** of your policy wording applies to this extension inclusive of the stated cover automatically included to assist you.

Additional cover may be purchased in excess of the above automatic included limit. Such additional cover will appear under the **Employers Liability section** of your policy schedule, for which a premium is payable. In such an event, the automatic included limit and the purchased limit is the maximum sum insured, which we will pay for any claim under this extension. In the event of a claim, the excess as stated on your policy schedule will only apply once per event and is not accumulative.

Machinery Breakdown

The maximum we will pay for any claim under this extension is **R50 000** for unspecified machinery items. Any machinery items with a replacement value in excess of **R50 000** must be more specifically insured under the **Machinery Breakdown section** of your policy and the maximum indemnity is stated on your schedule.

The **Machinery Breakdown section** of your policy wording applies to this extension inclusive of the stated cover automatically included to assist you.

Additional cover may be purchased in excess of the above automatic included limit. Such additional cover will appear under the **Machinery Breakdown section** of your policy schedule, for which a premium is payable. In the event of a claim, the excess as stated on your policy schedule will only apply once per event and is not accumulative.

Accidental Damage

We will indemnify you for accidental physical loss of or damage to your insured property or property in your custody, in or about the insured premises not otherwise insured or for which insurance is available that are damaged by accident, caused by any incident other than loss or damage to or caused by the below listed exclusions:

1. Anything that can be used as a negotiable instrument.
2. Jewellery, bullion, precious and semi-precious metals, stones, curiosities, furs, books, documents and items of art are also excluded from accidental damage cover.
3. Property that can/should be insured elsewhere on your policy or that cannot be insured by us.
4. Vehicles, watercraft or aircraft of any type, or railway property.
5. Vegetation of all types.
6. Structures other than buildings themselves.
7. Structures being worked on.
8. Computers and media equipment.
9. Brittle articles of any type.
10. Property not insured under the **Fire, Office Contents, Buildings Combined or Electronic Equipment sections** of your policy.

For loss or damage caused by:

11. Any event or peril insured or insurable elsewhere on your policy.
12. Accidental discharge or leakage of tanks, pipes or other apparatus involving chemicals, oils, fluids, gases or fumes.
13. Tricks, devices or false pretenses practiced on you.
14. Breakdown, failure or collapse of equipment.

15. Work undertaken by you or on your behalf.
16. Any action related directly to the insured items, such as (but not limited to) gradual deterioration, gradual processes (e.g. rusting or fading), inherent or latent defects, insects or vermin.
17. Any fault of any type related to the insured goods, such as (but not limited to) defects, workmanship or professional advice.
18. The failure of supply of public utilities.

The maximum we will pay for any claim under this extension is **R250 000**.

Malicious Damage

We will indemnify you for physical loss of or damage to your insured property or property in your custody in or about the insured premises, if this arises from the deliberate, willful or wanton acts of any person who intended to cause loss or damage other than loss or damage to or caused by the below listed exclusions:

1. Movable property which is
 - a. stolen or
 - b. damaged in an attempt to remove it or part of it from any premises owned or occupied by you.
2. Movable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by you.
3. Immovable property owned or occupied by you occasioned by or through or in consequence of
 - a. the removal or partial removal or any attempt thereof of
 - b. or the demolition or partial demolition or any attempt thereof of the said immovable property or any part thereof with the intention of stealing any part thereof; provided that this extension does not cover:
 - i. loss or damage related to or caused by fire or explosion;
 - ii. consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured;
 - iii. loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
 - iv. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority;
 - v. loss or damage related to or caused by riots, wars, political acts, terrorism or any such attempted acts, or any nuclear substances, nationalisation, work stoppage, computer processes or asbestos.

If we alleges that, by reason of proviso 3 (i), (ii), (iii), (iv) or (v), loss or damage is not covered by this section, the burden of proving the contrary shall rest on you.

If any building insured or containing the insured property becomes unoccupied for 30 consecutive days the insurance in respect of this extension is suspended as regards the property affected.

The maximum we will pay for any claim under this extension is up to the sum insured of the insured property. In the event of a claim, the excess as stated on your policy schedule will apply.

Limited Leakage

We will indemnify you should your insured property or property in your custody be lost or damaged due to the accidental discharge or leakage from fire-extinguishing installations/appliances.

The maximum we will pay for any claim under this extension is up to the sum insured of the insured property. In the event of a claim, the excess as stated on your policy schedule will apply.

Optional cover

If you have selected the cover as described below and your schedule states that you are paying a premium for it.

Geyser cover

- a. loss or damage to permanent fixtures and fittings, e.g. walls, ceilings, fitted carpets, etc. caused by geysers, or equipment or pipes attached to geysers, up to the maximum stated on the schedule; and
- b. loss of or damage to the geysers and attached equipment and pipes.
- c. loss or damage to your heat pumps, solar panels, solar tubes, gas and induction, but only if this is stated on your schedule. Please note that heat pumps with a replacement value in excess of **R25 000** must be specified under the **Fire Miscellaneous section**.
- d. loss or damage caused to geyser parts and any concealed geyser pipes, even if the damage was caused by rust, decay, gradual deterioration, wear and tear, cracking or splitting, but subject to the below geyser maintenance warranty being adhered to and proof of scheduled adherence can be provided:

Geyser Maintenance Warranty

The maximum we will pay to have the geyser parts and any concealed geyser pipes repaired or replaced is **R2 000**, subject to a regular, scheduled maintenance procedure being in place which comply with the following:

- In areas where the water supply is of good quality, we require your insured geysers to be serviced every three years.
- In areas where the water supply is of poor quality or where the water is defined as “hard”, we require your insured geysers to be serviced every two years.

During such regular, scheduled maintenance of a geyser, the following must be attended to by a certified plumber:

- draining of the geyser;
- checking the level of degradation of the anode rod and if heavily corroded, replace it to prevent the tank from rusting;
- checking the element and thermostat and replace the thermostat if there's any excessive lime scale build-up on the element;
- ensure that the cover is placed back over the thermostat and element;
- inspect the pressure relieve valve and replace it if it is malfunctioning;
- remove any lime scale and sludge from the tank;
- check the entire geyser unit for leaks;
- ensure the drip tray is fitted beneath the geyser;

Please note that we will not indemnify you for:

1. damage covered by any geyser guarantee;
2. loss or damage directly or indirectly caused by, contributed to or arising from a faulty or defective design;
3. any maintenance labour costs for the scheduled maintenance procedure. We will only pay for labour cost associated with the replacement/repair of the damaged geyser parts/pipes;
4. the call out cost to attend to ripple relays, faulty circuit breakers, earth leakage or geyser main.

You must insure your geysers for the actual number of geysers in any of your insured building/s. If you claim, we will calculate the costs against the actual number of geysers declared. If you insured fewer geysers than the actual number of geysers, we will only pay part of your claim, e.g.:

CLAIM FOR ONE DAMAGED GEYSER	R10 000
NUMBER OF GEYSERS INSURED	1
ACTUAL NUMBER OF GEYSERS	2
UNDERINSURANCE CALCULATION	$\frac{R10\,000 \times 1}{2}$
CLAIM PAYMENT	R5 000

Please note: Installations must comply with the manufacturer's and all relevant regulatory requirements.

We do not indemnify you:

1. For loss or damage as a result of the following:
 - 1.1 Any tsunami, volcano, or abnormal nature conditions not included in this section as a peril or additional peril.
 - 1.2 Exposure of property to any heating, drying or water process.
 - 1.3 Property that is in the open, unless designed to be in the open.
 - 1.4 Any faulty design or construction.
 - 1.5 The weakening of any support to any building or structure.
 - 1.6 The work of any workmen.
 - 1.7 Any excavation work.
 - 1.8 Legal liability arising from any contract.
 - 1.9 Legal liability for death or injury that is not directly suffered by a third party.
 - 1.10 Legal liability for property loss or damage that is not directly suffered by a third party.
 - 1.11 The property being a retaining wall, unless the retaining wall was designed and constructed according to structural engineering specifications, proof of which must be supplied by you, drain or constructed water course.

We will also not indemnify you for loss or damage or for legal liability if this property is insured under any other insurance policy.
2. In the event of subsidence and landslip, we will not indemnify you for the following:
 - 2.1 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.
 - 2.2 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 insured buildings are damaged by the same cause at the same time.
 - 2.3 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 buildings and any subsequent additions thereto.
3. For loss of or damage to your geyser/s or resultant damage caused by your geyser/s, unless they are specifically insured under this section and it is noted on your schedule that you are paying for cover.
4. Solar geysers or hybrid solar systems and the resultant damage to the building, where the roof structure was not capable of bearing the additional weight of the installation.

5. Lost or damaged due to the accidental discharge or leakage of tanks, pipes or other apparatus involving chemicals, oils, fluids, gases or fumes, other than:
 - 5.1 leakage from geysers (if it is noted on your schedule that you are paying for cover)
 - 5.2 or from fire-extinguishing installations/appliances.
 Cover must be purchased under the **Accidental Damage section**.
6. Loss or damaged to heat pumps with a replacement value in excess of **R25 000**. Such heat pumps must be specified under the **Fire Miscellaneous section**. Cover for resultant damage by heat pumps valued above **R25 000** is also excluded under the **Buildings Combined section** unless the heat pump is specified under the **Fire Miscellaneous section**.
7. Tenants fixtures and fittings. Cover must be purchased under the **Fire section**.
8. A new building under construction.

What happens if you are underinsured

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

CLAIM	R10 000
INSURED FOR	R50 000
REPLACEMENT VALUE	R100 000
UNDERINSURANCE CALCULATION	$\frac{\mathbf{R10\ 000 \times R50\ 000}}{\mathbf{R100\ 000}}$
CLAIM PAYMENT	R5 000

Please note: In respect of the Sectional Titles Scheme, this condition applies to each individual unit separately and not to the scheme (as defined in the Sectional Titles Act (No. 95 of 1986) as amended or substituted from time to time) as a whole.

Office Contents

Under this section you may claim for the office contents you keep inside your insured premises. Electronic data and processing equipment of any description including computers and all related hardware and peripherals must be more specifically insured under the **Electronic Equipment section** of your policy.

Excess

Every time something happens for which you claim, you must pay the basic excess. You must also pay any of the additional excesses on the schedule, on top of the basic excess.

Definitions

The following definitions will apply to this section:

Documents

This means your business books of account, manuscripts, written records, maps, plans, drawings, deeds, wills, mortgages, agreements, letters, certificates, designs, patterns, and other written, printed or inscribed papers in your legal possession or used by you.

We will indemnify you:

For physical loss of or physical damage to the contents of your office at the insured premises, if the loss or damage is caused by any of the perils set out below.

Maximum indemnification

The maximum we will pay for any claim under this section is the combined Office Contents sum insured as stated under the **Buildings Combined** and **Office Contents sections** of your schedule. Monetary sums insured which reflect under the below automatic included cover are not included in the sum insured and are payable over and above.

Insured perils

Loss of or damage to the contents of your office, as well as your legal liability for loss of or damage to other parties' documents in your possession, as a result of:

1. Fire, lightning, thunderbolt, power surge, subterranean fire, earthquake, explosion, storm, wind, water, hail and snow.
2. Impact by animals, trees (except while they are being felled), aerials, satellite dishes, vehicles, aircraft and articles dropped from aircraft.
3. Charges by any registered firefighting or rescue organisation.
4. Charges by any municipality to pass plans to replace the lost or damaged property.

5. Accidental breakage of fixed mirror glass, fixed glass windows, fixed glass doors and glass furniture tops. We will also indemnify you for the cost of replacing the locks and keys of your office premises if the keys are proven to be in the possession of any unauthorised person or if an unauthorised person has duplicates of your office keys.

Cover automatically included to assist you

Professional fees

You may need assistance from professionals in the replacement of property that was lost or damaged by the insured perils. We will indemnify you for the cost of architects or other professional persons in the compilation of estimates, plans, specifications, quantities, tenders or supervision.

Demolition and clearing costs

We will indemnify you for the cost of demolishing and clearing the land of debris after loss of or damage to your office contents caused by any of the insured perils.

Temporary removal

We will extend this insurance to cover the property while it is away from your office premises, including transit by road or rail, for the purpose of overhaul, upkeep or repair.

Theft

Physical loss of or damage to your office contents as a result of any person(s) breaking into your business premises and removing, or attempting to remove, your property without the intention of returning it. We will also indemnify you if you or your employees are held up by any person(s) who intend to remove your property without permission.

There must be evidence of visible, violent and forcible entry or exit to show that a person(s) physically removed or attempted to remove your property.

The maximum amount we will pay for any claim under this extension section is 25% of the sum insured.

There will be no theft cover if your business premises are unoccupied for more than 30 consecutive days.

Personal property

Loss of or damage to uninsured personal property belonging to you or your employees. The maximum amount we will pay for any claim under this extension is **R2 500** per employee.

Increased cost of working

Additional expenses you incur for the sole purpose of operating your office after loss or damage due to an insured peril. The maximum amount we will pay for any claim under this extension is 25% of the sum insured.

Locks and keys

The cost of replacing the locks and keys of your business premises if these are proven to be in the possession of any unauthorised person or if any unauthorised person has duplicates of the keys to your business premises. The maximum amount we will pay for any claim under this extension is **R2 500**.

Accidental Damage

We will indemnify you for accidental physical loss of or damage to your insured property or property in your custody, in or about the insured premises not otherwise insured or for which insurance is available that are damaged by accident, caused by any incident other than loss or damage to or caused by the below listed exclusions:

1. Anything that can be used as a negotiable instrument.
2. Jewellery, bullion, precious and semi-precious metals, stones, curiosities, furs, books, documents and items of art are also excluded from accidental damage cover.
3. Property that can/should be insured elsewhere on your policy or that cannot be insured by us.
4. Vehicles, watercraft or aircraft of any type, or railway property.
5. Vegetation of all types.
6. Structures other than buildings themselves.
7. Structures being worked on.
8. Computers and media equipment.
9. Brittle articles of any type.
10. Property not insured under the **Fire, Office Contents, Buildings Combined or Electronic Equipment sections** of your policy.

For loss or damage caused by:

11. Any event or peril insured or insurable elsewhere on your policy.
12. Accidental discharge or leakage of tanks, pipes or other apparatus involving chemicals, oils, fluids, gases or fumes.
13. Tricks, devices or false pretenses practiced on you.
14. Breakdown, failure or collapse of equipment.
15. Work undertaken by you or on your behalf.
16. Any action related directly to the insured items, such as (but not limited to) gradual deterioration, gradual processes (e.g. rusting or fading), inherent or latent defects, insects or vermin.
17. Any fault of any type related to the insured goods, such as (but not limited to) defects, workmanship or professional advice.
18. The failure of supply of public utilities.

The maximum we will pay for any claim under this extension is **R250 000**.

Malicious Damage

We will indemnify you for physical loss of or damage to your insured property or property in your custody in or about the insured premises, if this arises from the deliberate, willful or wanton acts of any person who intended to cause loss or damage other than loss or damage to or caused by the below listed exclusions:

1. Movable property which is
 - a. stolen or
 - b. damaged in an attempt to remove it or part of it from any premises owned or occupied by you.
2. Movable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by you.

3. Immovable property owned or occupied by you occasioned by or through or in consequence of
 - a. the removal or partial removal or any attempt thereof of
 - b. or the demolition or partial demolition or any attempt thereof
 of the said immovable property or any part thereof with the intention of stealing any part thereof; provided that this extension does not cover:
 - i. loss or damage related to or caused by fire or explosion;
 - ii. consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured;
 - iii. loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
 - iv. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority;
 - v. loss or damage related to or caused by riots, wars, political acts, terrorism or any such attempted acts, or any nuclear substances, nationalisation, work stoppage, computer processes or asbestos.
 If we alleges that, by reason of proviso 3 (i), (ii), (iii), (iv) or (v), loss or damage is not covered by this section, the burden of proving the contrary shall rest on you.

If any building insured or containing the insured property becomes unoccupied for 30 consecutive days the insurance in respect of this extension is suspended as regards the property affected.

The maximum we will pay for any claim under this extension is up to the sum insured of the insured property. In the event of a claim, the excess as stated on your policy schedule will apply.

Leakage

We will indemnify you should your insured property or property in your custody be lost or damaged due to the accidental discharge or leakage from fire-extinguishing installations/appliances.

The maximum we will pay for any claim under this extension is up to the sum insured of the insured property. In the event of a claim, the excess as stated on your policy schedule will apply.

Claims preparation costs

We will pay for the assessments we need to do of claims under your policy. However, if you wish to employ a person to assist you in preparing your claim, indemnification for the costs you incur in this process will be at our discretion. The maximum amount we will pay for any claim under this extension is **R50 000**.

Optional cover

Legal liability documents

Legal liability as a direct result of loss or damage to documents. The maximum amount we will pay is stated on your schedule.

We do not indemnify you:

For loss or damage as a result of the following:

1. Any tsunami, volcano or abnormal nature conditions not included in this section as a peril or additional peril.
2. Exposure of property to any heating, drying or water process.
3. The property being in any underground mine or in the open, unless designed to be in the open.
4. Any faulty design or construction.
5. The weakening of any support to any structure.
6. The work of any workmen.
7. Any excavation work.
8. Legal liability arising from any contract.
9. Any theft or loss caused by you or any of your trustees, directors, members, partners or employees.
10. Loss of or damage to property that is insured under any marine insurance policy.
11. Electronic data and processing equipment of any description including computers and all related hardware and peripherals more specifically insurable under the **Electronic Equipment section** of the policy.
12. Lost or damaged due to the accidental discharge or leakage of tanks, pipes or other apparatus involving chemicals, oils, fluids, gases or fumes other than
 - 12.1 leakage from geysers (if it is noted on your schedule that you are paying for cover)
 - 12.2 or from fire-extinguishing installations/appliances.
 Cover must be purchased under the **Accidental Damage section**.

What happens if you are underinsured

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

CLAIM	R10 000
INSURED FOR	R50 000
REPLACEMENT VALUE	R100 000
UNDERINSURANCE CALCULATION	$\frac{R10\ 000 \times R50\ 000}{R100\ 000}$
CLAIM PAYMENT	R5 000

Theft

Under this section you may claim if your business property is stolen from inside your insured premises.

Excess

Every time something happens for which you claim, you must pay the basic excess. You must also pay any of the additional excesses on the schedule, on top of the basic excess.

We will indemnify you:

For physical loss of or damage to your property, excluding office contents, but including property insured under the **Fire section**, as a result of any person(s) breaking into your business premises using visible, forcible and violent entry into or exit from such premises and removing or attempting to remove your property without the intention of returning it.

We will also indemnify you if you or your employees are held up in an armed robbery on the business premises by any person(s) who intend/s to remove your property without permission.

Maximum indemnification

The maximum we will pay for any claim under this section is the sum insured. Monetary sums insured which reflect under automatic included cover are not included in the sum insured and are payable over and above. The sums insured are stated in the **Theft section** of your schedule.

Your obligations

The security and protective devices of which you have informed us, or those that we have insisted you install, must be kept in perfect working order and activated at all times when you lock up the business or if the business premises are left unoccupied. If we find that these devices were not activated and in perfect working order at the time of the break-in, we have the right not to indemnify you.

Cover automatically included to assist you

Locks and keys

The cost of replacing the locks and keys of your business premises if these are proven to be in the possession of any unauthorised person or if any unauthorised person has duplicates of the keys to your business premises.

Claims preparation costs

We will pay for the assessments we need to do of claims under your policy. However, if you wish to employ a person to assist you in preparing your claim, indemnification for the costs you incur in this process will be at our discretion. The maximum amount we will pay for any claim under this extension is **R50 000**.

We do not indemnify you:

1. Property not contained inside the building of your insured premises or for property not fixed/fitted to your insured premises.
2. Breakage of any fixed glass.
3. The value of any documents or papers.
4. Property more specifically insured or that could be more specifically insured by us.
5. Loss or damage caused by you or any of your trustees, directors or employees.
6. Loss of or damage to contents if your insured premises are unoccupied for more than 30 consecutive days.

Money

Under this section you may claim for the cash, cheques and safes you keep at your insured premises.

Excess

Every time something happens for which you claim, you must pay the basic excess. You must also pay any of the additional excesses on the schedule, on top of the basic excess.

We will indemnify you:

For physical loss of or damage to legally tendered cash, crossed 'not transferable' cheques, credit card vouchers, postal or revenue stamps—all of which must have a South African Rand value, at the insured premises, or in transit thereto or therefrom.

We will also indemnify you for physical loss of or damage to any safe, cash register, cash box, strong room or any other similar money receptacle, occurring at the same time as the physical loss of or damage to money.

Maximum indemnification

The maximum we will pay for any claim under this section is the combined Money sum insured as stated under the **Buildings Combined** and **Money sections** of your policy schedule.

Your obligations

- You are required to have a full written record of all money received and paid out by you, so that we can verify the value of any claim.
- You are required to make sure that money is kept in a receptacle/safe which carries the correct grading as the maximum indemnity limit is linked to the grading. If you purchased additional Money cover over and above the automatic included limit under the **Buildings Combined section** of your policy, then the combined sum insured of the automatic included limit and the additional cover purchased under the **Money section** of your policy, must be kept in a receptacle/safe as per the below SABS safe grading.
- If money to the value of more than **R20 000** is transported for banking, the utilisation of a registered security company is required.
- Money must be kept in the safe after working hours.

You are required to make sure that the safe is kept in perfect working order at all times. If we find that the safe was not in perfect working order at the time of any claim, we have the right not to indemnify you.

SABS safe grading limits

No SABS grading	R5 000
SABS Category 1-grading	R10 000
SABS Category 2-grading	R20 000
SABS category 2 HD-grading	R40 000
SABS category 2 ADM-grading	R100 000
SABS category 2 ADM-grading D3	R125 000
SABS category 3-grading	R175 000
SABS category 4-grading	R350 000
SABS category 5-grading	R500 000

Cover automatically included to assist you

Safes and receptacles

Safes, strongboxes, cash boxes or other money receptacles are covered. The maximum amount we will pay under this extension is **R10 000**.

Personal effects

Clothing and personal effects that belong to you or your employees, not already insured. The maximum amount we will pay under this extension is **R5 000**.

Money not locked in a safe

Money not locked in a safe after business hours will include money kept at your own or your employees' residence and money used for business trips. The maximum amount we will pay under this extension is **R3 000**.

Non-medical expense cover associated with hospitalisation

Cover will be provided from the first day of hospitalisation unless payment in respect of permanent disablement or death becomes payable. The maximum we will pay for any claim for non-medical expense cover associated with hospitalisation as a result of an armed robbery or attempted armed robbery is **R5 000**. This benefit is payable as a lump sum, upon proof of receipt of hospitalisation.

Claims preparation costs

We will pay for the assessments we need to do of claims under your policy. However, if you wish to employ a person to assist you in preparing your claim, indemnification for the costs you incur in this process will be at our discretion. The maximum amount we will pay for any claim under this extension is **R50 000**.

We do not will indemnify you for:

1. Any unexplained shortages or shortages caused by errors or omissions.
2. Property more specifically insured or that could/should be more specifically insured elsewhere.
3. Loss or damage caused by you or any trustee, director or employee, partner or member.
4. Money not contained in a locked safe at all times when you lock up the business or when the business premises are left unoccupied.
5. Money contained in any vehicle when the vehicle is not occupied by you or any trustee, director or employee, partner or member, unless the money is being transported by a registered security company.
6. Money in any ATM or vending machine.
7. Money belonging to anyone but you.
8. Counterfeit money.

Fidelity Guarantee

Under this section you may claim for business losses suffered due to fraud by any trustee, director or employee.

Excess

Every time something happens for which you claim, you must pay the basic excess. You must also pay any of the additional excesses on the schedule, on top of the basic excess.

Definitions

The following definitions will apply to this section:

Employee

Any employee of the Body Corporate Scheme or Homeowners Association, but excluding managing agents and shall include all owners and all mortgagees of registered mortgage bonds over the units in the scheme or property in the association for their respective rights and interests.

Trustees

Any elected trustee of the Body Corporate Scheme or Homeowners Association.

Director

Any elected director of the Body Corporate Scheme or Homeowners Association.

Theft

The wrongful taking of your property, resulting in any trustee, director or employee receiving dishonest personal gain of whatever type, occurring during the period that this section of the policy is in force.

Fraud or dishonesty

The use of false representations to gain an unjust advantage (or gain).

Computer fraud, theft or dishonesty

Theft or fraud or dishonesty committed via the use of electronic data processing, computer, data, program, software, system or through media manipulation, input, suppression of input, destruction or alteration.

We will indemnify you:

For financial loss suffered by you as a result of theft of your property by any trustee, director or employee or by anyone else acting in collusion with an employee, director or trustee.

Maximum indemnification

The maximum we will pay for any claim under this section is the sum insured at the date of discovering the theft or fraud or dishonesty, irrespective of any theft committed over more than one period of insurance. This is the combined Fidelity Guarantee sum insured as stated under the **Buildings Combined** and **Fidelity Guarantee sections** of your policy schedule.

Your obligations

1. Maintain and continue to maintain all safeguards to prevent theft.
2. Report any action of theft or fraud or dishonesty to the police, if we request you to do so.
3. Inform us immediately on becoming aware of any theft, and in all cases within 24 hours of your becoming aware.
4. Lay a charge of theft or fraud with the police against the trustee, director or employee involved. You may not later withdraw the charge.

Note that you may change an employee's duties with the agreement of your auditor.

Cover automatically included to assist you

Claims preparation costs

We will pay for the assessments we need to do of claims under your policy. However, if you wish to employ a person to assist you in preparing your claim, indemnification for the costs you incur in this process will be at our discretion. The maximum amount we will pay for any claim under this extension is **R50 000**.

Optional cover

If you have selected the cover as described below and your schedule states that you are paying a premium for it.

Computer fraud, theft or dishonesty

Theft or fraud or dishonesty committed via the use of electronic data processing, computer, data, program, software, system or through media manipulation, input, suppression of input, destruction or alteration.

We do not indemnify you for the following:

1. Theft or fraud or dishonesty not discovered by you within 24 months of the date of the theft.
2. Theft or fraud or dishonesty not discovered by you within 12 months of the termination of employment of the employee.
3. Theft or fraud or dishonesty committed by any stakeholder, unless this person is also an employee of your business at the time of the theft.
4. Theft or fraud or dishonesty committed by an employee after you have become aware of the employee's actions.
5. Theft or fraud or dishonesty committed via the use of electronic data processing, computer, data, program, software, system or through media manipulation, input, suppression of input, destruction or alteration, unless you have specifically elected cover for such incidents and your schedule states that you are paying a premium for it.
6. Theft or fraud or dishonesty committed by your appointed property managing agent or professionally appointed or contracted person, firm or company via the use of electronic data processing, computer, data, program, software, system or through media manipulation, input, suppression of input, destruction or alteration, -for any amounts in excess of the automatically included limit of **R50 000** under the **Buildings Combined section** of your policy.
7. Any losses covered by any other professional indemnity or fidelity guarantee policy
8. Theft or fraud or dishonesty committed by your appointed property managing agent or professionally appointed or contracted person, firm or company -for any amounts in excess of the automatically included limit of **R50 000** under the **Buildings Combined section** of your policy.
9. Any claim within the automatically included limit of **R50 000** under the **Buildings Combined section** of your policy involving the appointed property managing agent or professionally appointed or contracted person, firm or company, until you have exhausted your rights and entitlements to payment from the Fidelity insurance or fund that exists in the name of the respective appointed property managing agent or professionally appointed or contracted person, firm or company.

Electronic Equipment

Under this section you may claim for loss of or damage to property belonging to the Body Corporate or Homeowners Association, kept inside your insured building such as electronic data and processing equipment of any description including computers and all related hardware and peripherals, including licensed software.

Excess

Every time something happens for which you claim, you must pay the basic excess. You must also pay any of the additional excesses on the schedule, on top of the basic excess.

We will indemnify you:

For physical loss of or physical damage to the electronic equipment at your insured premises, as stated on the schedule.

Maximum indemnification

The maximum we will pay for any claim under this section is the sum insured. Monetary sums insured which reflect under automatic included cover are not included in the sum insured and are payable over and above. The sums insured are stated in the **Electronic Equipment section** of your schedule.

Cover automatically included to assist you

Additional increased cost of working

We will indemnify you if you have a claim for loss of or damage to your insured electronic equipment and, as a result, you incur additional expenses to prevent a loss of turnover/sales/revenue/income. The maximum we will pay for any claim under this section is stated on your schedule. It will be your responsibility to prove any alleged increased cost of working.

Reinstatement of data

If you have a valid claim for loss of or damage to your insured electronic equipment and, as a result, lose information contained in the electronic equipment, we will indemnify you for the labour costs of reinstating the information.

The maximum we will pay for any claim under this section is stated on your schedule.

Power or telecommunication access lines

We will indemnify you if your power or telecommunications suppliers terminate their supply due to accidental damage to their access lines for a period longer than 24 hours and you have to incur additional expenses to prevent a loss of turnover/sales/revenue/income. The maximum we will pay for any claim under this section is stated on your schedule.

Incompatibility cover

If you have a valid claim for electronic equipment, we will indemnify you for the reasonable cost of modifications or alterations to ensure the operating integrity of such equipment following your loss, including the replacement or upgrading of programs to achieve compatibility with your electronic equipment. The maximum we will pay for any claim under this section is stated on your schedule.

Claims preparation costs

We will pay for the assessments we need to do of claims under your policy. However, if you wish to employ a person to assist you in preparing your claim, indemnification for the costs you incur in this process will be at our discretion. The maximum amount we will pay for any claim under this extension is **R50 000**.

Optional cover

Replacement of licensed software

If you have a claim for electronic equipment, we will indemnify you for the purchase and installation of licensed software of the same type and edition. We will only indemnify you for software used for business purposes, and only if we have recorded the details of your software and noted these on your schedule. The maximum we will pay for any claim under this section is stated on your schedule.

We do not indemnify you:

For any loss or damage due to the following:

1. Internally caused derangement.
2. Anything covered by a maintenance contract.
3. The wearing out of components.
4. Gradual deterioration.
5. Any part having a short life, such as (but not limited to) tubes, fuses and buffer circuits.
6. The action of any virus, trojan horse or worms or any computer-related disruption, malfunction or any other external interference.
7. The inputting of data corruption, incorrect entries and programs.
8. Any consequential loss.
9. Any malicious damage. Cover must be purchased under the **Accidental Damage section**.
10. Theft not accompanied by evidence of visible, violent and forcible entry or exit to show that a person(s) physically removed or attempted to remove your property.
11. Lost or damaged due to the accidental discharge or leakage of tanks, pipes or other apparatus involving chemicals, oils, fluids, gases or fumes. Cover must be purchased under the **Accidental Damage section**.

There will be no theft cover if your insured premises are unoccupied for more than 30 consecutive days.

What happens if you are underinsured

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

CLAIM	R10 000
INSURED FOR	R50 000
REPLACEMENT VALUE	R100 000
UNDERINSURANCE CALCULATION	<u>$\frac{R10\,000 \times R50\,000}{R100\,000}$</u>
CLAIM PAYMENT	R5 000

Business All Risk

Under this section you may claim for property belonging to the Body Corporate or Homeowners Association, that are regularly taken away from your insured premises.

Excess

Every time something happens for which you claim, you must pay the basic excess. You must also pay any of the additional excesses on the schedule, on top of the basic excess.

We will indemnify you:

For accidental physical loss of or physical damage to the items that you, a trustee, director, or employee normally carry around for business purposes while away from the insured premises, as specified on your schedule.

Maximum indemnification

The maximum we will pay for any claim under this section is the sum insured. Monetary sums insured which reflect under automatic included cover are not included in the sum insured and are payable over and above. The sums insured are stated in the **Business All Risk section** of your schedule.

Cover automatically included to assist you

Increased cost of working

Additional expenses incurred for the operation of your business due to loss of or damage to the items specified in the **Business All Risk section** of your schedule. The maximum we will pay for any claim under this section is stated on your schedule.

Reinstatement of data

If you have a valid claim for loss of or damage to your insured business all risk items and, as a result, lose information contained in the electronic equipment, we will indemnify you for the labour costs of reinstating the information. The maximum we will pay for any claim under this section is stated on your schedule.

Claims preparation costs

We will pay for the assessments we need to do of claims under your policy. However, if you wish to employ a person to assist you in preparing your claim, indemnification for the costs you incur in this process will be at our discretion. The maximum amount we will pay for any claim under this extension is **R50 000**.

We do not indemnify you:

For loss or damage:

1. To property left in a vehicle whilst unattended. There will be no cover if we cannot see the damage caused by the break-in. "Remote jamming" is not covered unless you can provide us with CCTV footage showing the vehicle being locked, then "remote jammed" and the property being removed from the unattended vehicle.
2. While the property is in the possession of any other person or business to be cleaned, repaired or worked on, or if it is on sale.
3. As a result of tricks, devices or false pretenses practiced on you.
4. As a result of any action related directly to the insured items, such as (but not limited to) gradual deterioration, gradual processes (e.g. rusting or fading), inherent or latent defects, insects or vermin.
5. As a result of a fault of any type related to the insured items, such as (but not limited to) defects, workmanship or professional advice.
6. Resulting from the dishonesty of any principal, partner, director, member or employee of the insured business, whether acting alone or in collusion with others.
7. To money, documents and other forms of negotiable instruments and legal tender.
8. To furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, books and items of art.
9. As a result of any mechanical or electrical breakdown, failure or collapse of equipment (This exclusion does not apply to laptop computers)
10. To any property while it is consigned in terms of any bill of lading.
11. To laptops, tools or cellphones, unless these items are specifically insured under this section and it is noted on your schedule that you are paying for cover.

Accidental Damage

Under this section you may claim for Body Corporate or Homeowners Association property insured under the **Fire section** and **Electronic Equipment section** of your policy that are damaged by accident.

Excess

Every time something happens for which you claim, you must pay the basic excess. You must also pay any of the additional excesses on the schedule, on top of the basic excess.

We will indemnify you:

For accidental physical loss of or damage to your insured property, or property in your custody at your insured premises, caused by any incident not listed as an exclusion below.

Maximum indemnification

The maximum we will pay for any claim under this section is the sum insured. Monetary sums insured which reflect under automatic included cover are not included in the sum insured and are payable over and above. The sums insured are stated in the **Accidental Damage section** of your schedule.

Cover automatically included to assist you

Claims preparation costs

We will pay for the assessments we need to do of claims under your policy. However, if you wish to employ a person to assist you in preparing your claim, indemnification for the costs you incur in this process will be at our discretion. The maximum amount we will pay for any claim under this extension is **R50 000**.

Optional cover

If you have selected the cover as described below and your schedule states that you are paying a premium for it.

Malicious damage

Physical loss of or damage to your insured property under the **Fire and Electronic Equipment sections** of your policy, belonging to the Body Corporate or Homeowners Association, or property in your custody at your insured premises, if this arises from the deliberate, willful or wanton acts of any person who intended to cause loss or damage.

Leakage

Should your property, insured under the **Fire, Buildings Combined, Office Contents and Electronic Equipment sections** of your policy, belonging to the Body Corporate or Homeowners Association, be lost or damaged due to the accidental discharge or leakage of tanks, pipes or other apparatus involving chemicals, oils, fluids, gases or fumes. The loss or damage as a result of accidental discharge or leakage from fire-extinguishing installations/appliances is included under the **Buildings Combined and Office Contents sections** of your policy.

We do not indemnify you:

1. For loss of or damage to:
 - 1.1 Anything that can be used as a negotiable instrument.
 - 1.2 Jewellery, bullion, precious and semi-precious metals, stones, curiosities, furs, books, documents and items of art are also excluded from accidental damage cover.
 - 1.3 Property that can/should be insured elsewhere on your policy or that cannot be insured by us.
 - 1.4 Vehicles, watercraft or aircraft of any type, or railway property.
 - 1.5 Vegetation of all types.
 - 1.6 Structures other than buildings themselves.
 - 1.7 Structures being worked on.
 - 1.8 Computers and media equipment.
 - 1.9 Brittle articles of any type.
 - 1.10 Property not insured under the **Fire, Office Contents, Buildings Combined or Electronic Equipment sections** of your policy.
2. For loss or damage caused by:
 - 2.1 Any event or peril insured or insurable elsewhere on your policy.
 - 2.2 Accidental discharge or leakage of tanks, pipes or other apparatus involving chemicals, oils, fluids, gases or fumes.
 - 2.3 Tricks, devices or false pretenses practiced on you.
 - 2.4 Breakdown, failure or collapse of equipment.
 - 2.5 Work undertaken by you or on your behalf.
 - 2.6 Any action related directly to the insured items, such as (but not limited to) gradual deterioration, gradual processes (e.g. rusting or fading), inherent or latent defects, insects or vermin.
 - 2.7 Any fault of any type related to the insured goods, such as (but not limited to) defects, workmanship or professional advice.
 - 2.8 The failure of supply of public utilities.
3. Under the **Malicious damage section**, if stated on the schedule, we will not indemnify you for loss or damage to:
 - 3.1 Movable property which is
 - a. stolen or
 - b. damaged in an attempt to remove it or part of it from any premises owned or occupied by you.
 - 3.2 Movable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by you.
 - 3.3 Immovable property owned or occupied by you occasioned by or through or in consequence of
 - a. the removal or partial removal or any attempt thereof
 - b. or the demolition or partial demolition or any attempt thereof of the said immovable property or any part thereof with the intention of stealing any part thereof; provided that this extension does not cover:
 - i. loss or damage related to or caused by fire or explosion;
 - ii. consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured;
 - iii. loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
 - iv. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority;

- v. loss or damage related to or caused by riots, wars, political acts, terrorism or any such attempted acts, or any nuclear substances, nationalisation, work stoppage, computer processes or asbestos.

If we alleges that, by reason of points 5 (i), (ii), (iii), (iv) or (v), loss or damage is not covered by this section, the burden of proving the contrary shall rest on you.

If any building insured or containing the insured property becomes unoccupied for 30 consecutive days the insurance in respect of this extension is suspended as regards the property affected.

Public Liability

Under this section you may claim if you, your trustees, directors or employees are held legally responsible by a third party for death, injuries or damage to property, for losses occurring during the period whilst you are insured with us.

Excess

Every time something happens for which you claim, you must pay the basic excess. You must also pay any of the additional excesses on the schedule, on top of the basic excess.

Definitions:

Costs

Damages and the claimant's cost and expenses you are held legally liable to pay.

Defense Costs

Fees, costs, charges and expenses incurred by us or by you -with prior written consent from us, in the investigation, monitoring, defence and settlement of a claim.

We will indemnify you:

We will indemnify you if you are held legally liable by a South African court of law for claims made against you to pay for damages resulting from death, bodily injury or illness of any person or loss of or physical damage to any tangible property not belonging to you, occurring in the course of or in connection with your Body Corporate Scheme/Homeowners Association, while you are insured with us.

Please note that although your cover has been widened by the removal of the word "accidental" from the operative clause, deliberate, willful and malicious acts are still excluded by us. Please refer to the "Deliberate Acts Exclusion" below.

Maximum amount payable

The maximum we will pay for any claim under this section, including all costs and expenses in defending or representing you, is the combined sum insured as stated under the **Buildings Combined** and **Public Liability sections** of your schedule. Monetary sums insured which reflect under automatic included cover are not included in the sum insured and are payable over and above.

Territorial Limits

You will be provided with cover under this policy anywhere in the world but not in connection with:

- a. any business carried on by you at or from premises outside, or
- b. any contract for the performance of work outside the Republic of South Africa, Namibia, Botswana, Mozambique, Lesotho, Swaziland, Zimbabwe and Malawi.

Cover automatically included to assist you

Social activities

We will indemnify you for any claim resulting from your provision of canteen, sport, social, welfare, ambulance, first aid or fire services.

Private work

We will indemnify you for claims from employees if these arise from private, non-business related work done for any of the trustees or directors of your business, if this work is carried out with your knowledge and consent.

Security organisations

If you employ a security organisation and this organisation is a fully registered member of the SA Security Association, we will regard any employee of such an organisation as your employee while he/she is carrying out the employment duties stated in the contract you have signed with the security organisation.

More than one legal entity included in this policy

Where more than one legal entity is included in this policy, we will regard each as separate. We will indemnify each party as if a separate policy exists for each.

Emergency medical services

We will indemnify you if any claims are made against you as a result of your providing emergency medical services after the accidental death or bodily injury or illness of any person.

Parking facilities -visitor or guest vehicles and their contents

We will indemnify you for any claims made against you for damage to visitors' or guests' vehicles, while they are using the parking facilities that you provided for their vehicles during their visit at your insured premises, including the contents of any such vehicle, provided that:

- a. where a garage or vehicle parking facilities are provided, a suitably worded notice disclaiming liability for all loss or damage, howsoever caused, is conspicuously displayed in such garage or parking facilities; or
- b. the limit of liability shall not exceed the amount stated in the schedule.

Work away

We will indemnify you for legal liability resulting from your business activities at places that are not your usual insured premises.

Statutory Defence Costs

We will indemnify you against legal costs, fees and expenses incurred with our written consent in the defence of any criminal action brought against you, your trustees, directors or employees as a result of the alleged contravention of any statute governing the conduct of the Business (other than any Statutes governing the ownership, possession, use or licensing of motor vehicles, the relevant Labour Laws as promulgated in the Republic of South Africa from time to time, or the Companies Act No. 71 of 2008 (as amended from time to time) and as read in conjunction with the Criminal Procedure Act No. 56 of 1955 (as amended from time to time).

Provided always that:

- a. no indemnity will be granted for fines or penalties imposed as a consequence of any criminal act; and
- b. in the case of an appeal, we will not indemnify you unless a Senior Counsel (to be agreed to by us) will advise that such appeal should be likely to succeed.

The statutes

- The Occupational Health and Safety Act. 85 of 1993 (as amended),
- The Electricity Act 41 of 1987 (as amended),
- and/or any other Act or Ordinance pertaining to the supply of Electricity,
- all as read in conjunction with the Criminal Procedure Act. 51 of 1977 (as amended)

Wrongful arrest and defamation

We will indemnify you for claims made against you:

1. resulting from wrongful arrest, including assault directly relating to the wrongful arrest; or
2. in respect of defamation.

The maximum amount we will pay is stated on your schedule.

We do not indemnify you:

For legal liability resulting from and/or related to the following:

1. Business activities conducted outside the borders of South Africa, Mozambique, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi.
2. The death, bodily injury or illness of any of your trustees, directors, employees or any of their respective family members.
3. The physical loss of or physical damage to any tangible property in your care, custody or control.
4. Any advice, examination, prescription or treatment given or supplied by you or any of your employees.
5. The ownership or use of any motor vehicle or trailer, motorized watercraft, locomotive of rail carriage.
6. Any aircraft -or aviation-related activity.
7. Any form of pollution, other than pollution proved to be as a result of a sudden, specific and identifiable event, contamination or gradual process.
8. Any fine, penalty or indirect financial losses.
9. Any liability assumed under any contract or agreement unless such liability would have attached in the absence of such contract or agreement and your schedule states that we are providing you with special cover and that you are paying a premium for it.
10. Any claim made against you if you do not notify us of the claim within 60 days.
11. Any electronic device or program.
12. Any claim made in terms of any legal system that is not the same as the legal system of South Africa.
13. For legal liability resulting from/or related to the following:
 - 13.1 cyber act or cyber incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any cyber act or cyber incident;
 - 13.2 data breach; or
 - 13.3 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss of, damage to, corruption of, inability to access or inability to manipulate or theft of any electronic data, including any amount pertaining to the value of such electronic data.

Exclusion 13.1 shall not apply in respect of any actual or alleged liability for and/or arising out of:

- any bodily injury; or
- any property damage arising from physical damage to tangible property (electronic data is not tangible property) resulting from or arising out of a cyber incident or cyber act. nothing contained in this exception shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a cyber incident or cyber act.

Exclusion 13.2 shall not apply in respect of any actual or alleged liability for and/or arising out of:

- any bodily injury; or
- any property damage arising from physical damage to tangible property (electronic data is not tangible property). for the avoidance of doubt this policy does not cover notification costs, crisis consultancy, credit monitoring expenses, replacement of actual credit or payment cards, forensic expenses, public relations expenses or legal advice and services arising out of or in connection with a data breach.

14. We will not indemnify you for liability for claims arising out of any deliberate dishonest, fraudulent, malicious act/s or omission/s caused by you, your trustees, directors and employees or theft by any other person to whom property in your care, custody and control is entrusted.
15. We will not indemnify you for any claim or claims whether actual or alleged arising in connection with or based upon or arising from or in any way involving actual or alleged unlawful competition, unfair practices, abuse or monopoly power, cartel activities or as may otherwise arise from or be based upon or relate to any breach of a provision of the Competition Act no. 89 of 1998 (as amended) or any similar provision, act or regulation as may be in force in any jurisdiction or country in which your liability arose.
16. We will not indemnify you for claims arising out of bodily injury and loss or damage to property caused by:
 - 16.1 the actual, threatened or alleged sexual abuse, sexual molestation, sexual assault, sexual victimization, physical abuse, physical assault, any resulting mental or emotional injury or any coercion to engage in sexual activities on the part of any employee, assistant, volunteer or member of any facility owned, operated or maintained by you or on your behalf; or
 - 16.2 the negligent employment, investigation, supervision, reporting to the proper authorities or failure to report or retention of any employees, assistant, volunteer or member of any facility owned, operated or maintained by you or on your behalf, whose conduct would be excluded by paragraph 1 above.

Optional Cover

Trustees and Directors liability

We will indemnify you if the Trustees/Directors of the Body Corporate/Homeowners Association are held legally liable for a wrongful act committed in the discharge of duties and whilst acting in the capacity of trustee, director or officer in the management of the insured property, other than any bad faith or grossly negligent act or omission.

The maximum we will pay under this section will not exceed the amount stated on the schedule under Trustees/Directors Liability. This amount will be the total limit of indemnity for a full insurance year. It will be valid for any one claimant or number of claimants for any one event or series of events against the Trustees and/or Body Corporate/Homeowners Association. The amount will also include any legal costs recoverable from your Body Corporate/Homeowners Association.

We do not indemnify you:

1. Any liability for payment of VAT.
2. Any remuneration for which the Body Corporate/Homeowners Association or its Trustees/Directors/Officers is/are legally liable.
3. Anything that can be claimed or is claimable under another insurance policy or is more specifically insured or excluded by any section of this policy.
4. Any loss or liability arising from circumstances that were known to the Trustees/Directors/Officers and/or Body Corporate/Homeowners Association before the inception of this policy.
5. Claims of death, bodily injury, sickness, disease or damage to property.
6. Loss or liability arising out of a publication or utterance of libel or slander, or other defamatory or disparaging material.
7. The gaining of any personal profit or advantage by its Trustees/Directors/Officers that they were not legally entitled to or for which they may be held accountable to the Body Corporate/Homeowners Association or any individual member thereof.
8. Any unlawful act(s) or omissions committed by its Trustees/Directors/Officers with or without the knowledge that such action(s) are criminal or illegal, fraudulent or dishonest, or of malicious intent.
9. Fines, penalties, punitive or exemplary, vindictive or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
10. Monies or gratuity given to its Trustees/Directors/Officers without authorisation by the Body Corporate/Homeowners Association where this is necessary pursuant to the Management Rules of the Body Corporate/Homeowners Association or prescribed law.
11. A conflict of duty or interest of its Trustees/Directors/Officers.
12. Any intentional exercise of the power of its Trustees/Directors/Officers for a purpose other than the purpose for which such powers were conferred by the Management Rules of the Body Corporate/Homeowners Association.
13. Any wrongful act made or in any way intimated before the inception date of this policy.
14. Damages in respect of judgements delivered or obtained in the first instance other than by a court competent of jurisdiction within the Republic of South Africa, Mozambique, Zimbabwe, Malawi, Namibia, Botswana, Lesotho and Swaziland.
15. Any costs and expenses of litigation recovered by any claimant from its Trustees/Directors/Officers and/or Body Corporate/Homeowners Association that are not incurred and recoverable in the area as described in point 14 above.

Employers' Liability

Under this section you may claim if an employee holds you legally responsible for accidental death, injuries or illness.

Excess

Every time something happens for which you claim, you must pay the basic excess. You must also pay any of the additional excesses on the schedule, on top of the basic excess.

We will indemnify you:

If you are held legally liable by a South African court of law to pay for damages resulting from an employee's accidental death, bodily injury or illness, occurring in connection with your business, suffered while the employee was carrying out his/her duties of employment.

Maximum indemnification

The maximum we will pay for any claim under this section, including all costs and expenses in defending or representing you against one or any number of claimants, is the sum insured as stated in the **Buildings Combined section** of your schedule. Monetary sums insured which reflects under automatic included cover is not included in the sum insured and is payable over and above.

Cover automatically included to assist you

Your principal

Where you and your principal are liable for the same damages and where any contract or agreement between you so requires, we will also indemnify your principal for liability to your employees for death, bodily injury or illness resulting from your negligence or the negligence on the side of your employees. The same conditions of cover that apply to you will apply to your principal under this section.

We do not indemnify you:

If your legal liability is related to:

1. Any contract for the performance of work outside South Africa.
2. Advice, examination, prescription or treatment given or supplied by you or any of your employees.
3. The ownership or use of any motor vehicle or trailer, watercraft, locomotive or rail carriage.
4. Aircraft or aviation activity in any way.
5. Any product or other property sold, supplied, repaired, serviced, installed, altered, tested, treated or worked on by yourself or on your behalf.
6. Any form of pollution, contamination or gradual process.
7. Fines, penalties or indirect financial losses.
8. Any contract other than a contract of employment.
9. Claims of which you were notified, but did not report to us within 60 days.
10. The need to make good, repair, remove, rectify, replace or recall any product or work.

11. Electronic devices or programs.
12. The use of firearms.
13. Claims made in terms of legal systems that are not the same as the legal system of South Africa.
14. Claims that can be recovered from statute insurance facilities.
15. For legal liability resulting from/or related to the following:
 - 15.1 cyber act or cyber incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any cyber act or cyber incident;
 - 15.2 data breach; or
 - 15.3 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss of, damage to, corruption of, inability to access or inability to manipulate or theft of any electronic data, including any amount pertaining to the value of such electronic data.

Exclusion 15.1 shall not apply in respect of any actual or alleged liability for and/or arising out of:

 - any bodily injury; or
 - any property damage arising from physical damage to tangible property (electronic data is not tangible property) resulting from or arising out of a cyber incident or cyber act. nothing contained in this exception shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a cyber incident or cyber act.

Exclusion 15.2 shall not apply in respect of any actual or alleged liability for and/or arising out of:

 - any bodily injury; or
 - any property damage arising from physical damage to tangible property (electronic data is not tangible property).

for the avoidance of doubt this policy does not cover notification costs, crisis consultancy, credit monitoring expenses, replacement of actual credit or payment cards, forensic expenses, public relations expenses or legal advice and services arising out of or in connection with a data breach.

Group Personal Accident

Under this section you may claim if an insured trustee, director or employee, referred to as the insured, of the insured business becomes permanently disabled, incurs non-medical expenses or dies as a result of an accident.

Excess

Every time something happens for which you claim, you must pay the basic excess, as well as any additional excesses on your schedule.

Definitions

The following definitions will apply to this section:

Accident

Bodily injury caused by accidental, violent, external and visible means to any insured person resulting directly in death or permanent disability within 24 months of such an injury. The accident was not caused by a natural event or self-inflicted.

Death, disability or non-medical expenses in respect of the insured.

Permanent disablement

Permanent disablement which is likely to last for the remainder of the insured's life. The permanent nature of this condition will be determined in the six-month period after the accident and must be substantiated by medical evidence.

We will pay you:

1. If the insured should die as a result of an accident arising from and in the course of his/her involvement with the insured business, the insured's nominated beneficiary or estate will be paid out according to the scale of benefits.
2. If the insured should suffer permanent disablement as a result of an accident arising from and in the course of his/her involvement with the insured business, the insured or nominated beneficiary or estate will be paid out according to the scale of benefits.
3. Bodily injury will be deemed to include injury caused by starvation, thirst and/or exposure to the elements as a direct or indirect result/s of the accident.
4. In the event of the disappearance under circumstances that indicate beyond reasonable doubt that the insured sustained injuries that resulted in his/her death, we will presume the death of the insured and pay the claim accordingly. If the insured person is found to be alive after such payment, you will be liable for full repayment of the claimed amount.

Maximum indemnification

Death or permanent disablement

The maximum we will pay for any claim under the death or permanent disablement section is the percentage of the sum insured as indicated in the scale of benefits. 100% will be the maximum payable for permanent disablement resulting from an accident or series of accidents arising from one cause in respect of any one person.

The insured value you have selected for death and permanent disablement are stated in the **Group Personal Accident section** of your schedule.

Accumulation Limit for Death and Permanent Disablement

The maximum we will pay for any claim involving any number of insured persons resulting from an accident or series of accidents arising from one cause is stated on your schedule.

Non-medical expense cover associated with hospitalisation

The maximum we will pay for any claim for non-medical expense cover associated with hospitalisation as a result of an accident is stated in the **Group Personal Accident section** of your schedule. Cover will be provided from the first day of hospitalisation unless payment in respect of permanent disablement or death becomes payable.

This benefit will be paid to the policyholder and not the hospital or health service provider.

This is not a medical scheme and cover is not the same as that of a medical scheme, nor is this a substitute for a medical scheme membership.

Scale of benefits

Section	Percentage
Death	
Death of the insured person	100%
Permanent Disablement	
Permanent disablement	100%
Permanent and incurable paralysis of all limbs	100%
Loss of both hands or both feet	100%
Permanent and total loss of sight in both eyes	100%
Permanent and total loss of sight in one eye	100%
Loss of sight, except loss of light perception	75%
Permanent and total loss of hearing in	
• Both ears	100%
• One ear	25%
Permanent and total loss of speech	100%
Loss of limb (one hand or foot)	100%
Loss of four fingers on either hand	70%

Section	Percentage
Loss of thumb - Both joints - One Joint	25% 10%
Loss of fingers on either hand - Three joints - Two joints - One joint	10% 8% 5%
Loss of toes on either foot - All on one foot - Both joints of the big toe - One joint of the big toe - Other than the big toe (each)	30% 10% 5% 5%
Permanent and total loss of use of part of the body shall be treated as loss of such part.	

Optional cover

If you have selected the cover as described below and your schedule states that you are paying a premium for it.

Burns disfigurement

In the case of permanent disablement, we will also pay you for permanent disfigurement resulting from accidental external burns.

For burns on more than 10% of the combined surface area of the face and neck, you will receive a proportionate 50% of the amount insured for 100% surface area disfigurement.

Where burns occurred on remaining parts of the body, other than the face and neck, 25% of the amount insured will be paid proportionately to 100% surface area disfigurement.

We do not pay compensation under this section of the policy for:

- More than the compensation payable for death or permanent disability (whichever is the higher); for death resulting from an accident or a series of accidents arising from one cause in respect of any insured person.
- Death or injury directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.
- Death, disability or non-medical expenses in respect of the insured
 - While they are travelling by air other than as a passenger and not as a member of the crew or for the purpose of any trade or technical operation therein or thereon;
 - Their suicide or intentional self-injury;
 - Injury or death caused solely by any pre-existing condition, physical defects, illnesses or other infirmity of the insured;
 - Temporary disablement of any nature;
 - Accident related medical expenses;

- f. Injury or death incurred or happening whilst the insured is under the influence of alcohol, drugs or narcotics unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession (other than the insured person himself/herself);
 - g. As a result of their participation in any riot or civil commotion;
 - h. 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 consequences of the above;
 - i. While they are, or as a result of their, engaging in:
 - motor cycling (whether as a driver or passenger) other than on the business of the insured;
 - racing of any kind involving the use of any power-driven:
 - vehicle
 - vessel
 - craft
 - j. Mountaineering necessitating the use of ropes, winter sports involving snow or ice, polo on horseback, steeplechase, professional sport or hang-gliding.
4. Claims where the death of the insured person is delayed solely by the use, for periods of not less than three consecutive days or longer, of life support machinery, equipment or apparatus.

Motor–Comprehensive

Under this section you may claim for any accidental damage to your insured vehicle, or if it is stolen. You may also claim for the damage you caused to other parties' property. The terms and conditions under this section are applicable to you the policyholder, your employees and anyone who acts on your behalf, as well as any person using the insured vehicle with your general consent or the general consent of your employees or regular driver.

Excess

Every time something happens for which you claim, you must pay the basic excess. You must also pay any of the additional excesses on the schedule, on top of the basic excess.

We will indemnify you:

The vehicle

The vehicle is comprehensively insured. We will indemnify you if it is damaged 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 after deduction of the excess/es. If parts for the vehicle are not available, and it 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.

Towing and storage

The reasonable cost to store or to tow the vehicle to the closest repairer. You will be personally responsible for the cost of the towing and storage of your vehicle if you do not call the towline number and use the approved towing operator we appoint.

Non-medical expense cover associated with hospitalisation

The maximum we will pay for any claim for non-medical expense cover associated with hospitalisation as a result of an accident is **R5 000**. Cover will be provided from the first day of hospitalisation unless payment in respect of permanent disablement or death becomes payable. This benefit is payable as a lump sum, upon proof of receipt of hospitalisation.

Other parties

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

2. We will also indemnify the other party for damages, costs and expenses caused by any person (excluding passengers) who drove or used the insured vehicle with your permission, provided that this person complies with all terms and conditions of this policy. This person may also not have a claim against another policy.

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

Optional cover

If you have selected the cover as described below and your schedule states that you are paying a premium for it.

Sound system

The vehicle's sound equipment, hands-free phone kits and citizen band radios.

Accessories

Only vehicle accessories that are noted on the schedule will be covered.

Car hire

Car hire is optional and will cover you if you have a valid claim and your policy schedule states that you are paying a premium for it.

Car hire will be available if your vehicle is damaged and being repaired, damaged and not drivable and/or if your vehicle is stolen or hijacked. We will pay for a hired car through our preferred supplier, up to the maximum period or until your claim is finalised, depending on the type of car hire that you chose and as stated on your schedule.

You will be responsible for paying the fuel costs, collection and delivery fees while using the hired car, and the excess in the event of a claim on the hired car.

Loss of use

A cash pay-out, up to the maximum number of days and rand value as stated on your schedule; while your vehicle is being repaired after an accident, and/or if your vehicle is stolen. Loss of use will be granted provided you have a valid claim.

Passenger Liability

Third party claims made against you by any person being carried in, or on, the insured vehicle described in your schedule, whether or not such persons are authorised to be in or on the vehicle, within South Africa. All claims for death or injury in a road accident need to be referred to the Road Accident Fund.

This covers you for passenger liability claims for secondary emotional shock of a person who witnessed, observed or was informed of the accident and in the event that the RAF is unable to pay compensation for a valid claim incurred.

Cover automatically included to assist you

Loss of keys

If the keys of an insured vehicle are lost accidentally or it can be proven that an unauthorised person may be in possession of these keys, we will indemnify you for the cost of changing the locks and keys. Cover will include all forms of electronic locks and engine ignition systems.

Riots outside South Africa/Namibia

We will indemnify you for loss or damage to the insured vehicle should this happen as a result of riots or strikes outside South Africa and Namibia. Cover will not apply if the riot or strike is not politically motivated or related. All other exclusions of this policy will still apply.

Wreckage removal

We will indemnify you for the removal of the insured vehicle if the authorities demand you do this to prevent or reduce environmental damage.

We do not indemnify you:

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

If the driver of the insured vehicle:

1. does not have a valid driver's licence for the code/class of vehicle, or 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. 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; or
3. does not have a valid professional driving permit (PrDP), (if the purpose of the vehicle is for the transport of fare-paying passengers, or if the vehicle operates as a shuttle service and is stated as such on the schedule, or if the vehicle is designed to carry 12 or more people including the driver and is used to carry people); or
4. does not have a valid shuttle permit, which is issued by the Department of Transport (if the vehicle is used for shuttle or charter service and is stated as such on the schedule); or
5. does not have a valid professional driving permit (PrDP), if the vehicle is above 3500kg GVM and the purpose of the vehicle is for the transport of goods and/or dangerous goods, or it is a breakdown vehicle or it is a bus; or
6. does not have a valid driving instructor's permit (if the vehicle is used for driving instruction); or
7. does not have a valid operating licence/permit for the code/class/type of vehicle as required by the National Road Traffic Act and/or your Occupational Health & Safety Act.

Please note: It is your responsibility to take steps to ensure that the driver's licence, professional driving permit and operating license of any driver, driving any of your insured vehicles, is valid and that the driver is compliant with the licencing laws (National Road Traffic Act) relating to South Africa and the licencing laws of any of the territories referred to under **Vehicle used in certain countries outside South Africa**.

Vehicle not roadworthy

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 insured vehicle without your knowledge and consent and you have not laid a criminal charge against them with the police within 48 hours. You may also not withdraw the charge.

Vehicle being used for racing

If the insured vehicle is used for racing (incl. test runs), rallies, speed testing, trial runs, endurance test or competition.

Vehicle being rented out

If the insured vehicle is rented out to a third party, unless insured under the correct business type being Vehicles Rented Out.

Vehicle used to transport heavy loads

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 insured 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.

Vehicles registered outside South Africa

When the insured vehicle is registered outside South Africa. Vehicles must be registered in South Africa.

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, unless such a person would be regarded as a third party by a court of law.

Property in your possession and that of your household members

For your property and the property of your household members, and other property that you and your household members have with them at the time of the accident.

Cover under the Road Accident Fund

For what will be paid for under the compulsory motor vehicle insurance legislation.

Consequential or contractual loss

Other further loss you may suffer as a result of an accident involving the insured vehicle.

Reduction in value

If the vehicle's value depreciates due to damage caused in an accident involving the insured vehicle.

Lack of maintenance

If you suffer loss or damage because the vehicle has not been maintained and serviced to ensure that it will be in good working order.

Wear and tear due to usage

Where you suffer gradual loss and damage related to the normal daily use of 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 keys left in or on an unattended vehicle

Loss or damage to the insured vehicle if you the policyholder, your employees and anyone who acts on your behalf, as well as any person using the insured vehicle with your general consent or the general consent of your employees or regular driver, leaves the vehicle's keys and/or ignition keys of the insured vehicle in or on the unattended vehicle.

Motor airside risks

Loss (including consequential loss), damage, accident, injury, death or any liability of whatsoever nature while the insured vehicle is in or on an airside.

Airside is any area of an airport premises which has restricted right of access, such as runways, taxiways, apron and associated service roads plus certain parts of the terminals and other buildings located around the airport premises (as defined by the relevant airport authority).

Motor–Third Party, Fire and Theft

Under this section you may claim for certain specified damage to your insured vehicle, or if it is stolen. You may also claim for the damage you caused to other parties' property. You may not claim for accident damage to your vehicle. The terms and conditions under this section are applicable to you the policyholder, your employees and anyone who acts on your behalf, as well as any person using the insured vehicle with your general consent or the general consent of your employees or regular driver.

Excess

Every time something happens for which you claim, you must pay the basic excess. You must also pay any of the additional excesses on the schedule, on top of the basic excess.

We will indemnify you:

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 it 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.

Towing and storage

The reasonable cost to store or to tow the vehicle to the closest repairer if it was damaged by any of the perils covered under this section. You will be personally responsible for the cost of the towing and storage of your vehicle if you do not call the towline number and use the approved towing operator we appoint.

Non-medical expense cover associated with hospitalisation

The maximum we will pay for any claim for non-medical expense cover associated with hospitalisation as a result of an accident is **R5 000**. Cover will be provided from the first day of hospitalisation unless payment in respect of permanent disablement or death becomes payable. This benefit is payable as a lump sum, upon proof of receipt of hospitalisation.

Other parties

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

2. We will also indemnify the other party for damages, costs and expenses caused by any person (excluding passengers) who drove or used the insured vehicle with your permission, provided that this person complies with all terms and conditions of this policy. This person may also not have a claim against another policy.

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

Optional cover

If you have selected the cover as described below and your schedule states that you are paying a premium for it.

Sound system

The vehicle's sound equipment, hands-free phone kits and citizen band radios.

Hail damage

Hail damage to the vehicle.

Windscreen and window glass

Damage to the windscreen and window glass of the vehicle.

Accessories

Only vehicle accessories that are noted on the schedule will be covered.

Car Hire

Car hire is optional and will cover you if you have a valid claim and your policy schedule states that you are paying a premium for it.

Car hire will be available if your vehicle is damaged and being repaired, damaged and not drivable and/or if your vehicle is stolen or hijacked. We will pay for a hired car through our preferred supplier, up to the maximum period or until your claim is finalised, depending on the type of car hire that you chose and as stated on your schedule.

You will be responsible for paying the fuel costs, collection and delivery fees while using the hired car, and the excess in the event of a claim on the hired car.

Loss of use

A cash pay-out, up to the maximum number of days and rand value as stated on your schedule, if your vehicle is stolen. Loss of use will be granted provided you have a valid claim.

Passenger Liability

Third party claims made against you by any person being carried in, or on, the insured vehicle described in your schedule, whether or not such persons are authorised to be in or on the vehicle, within South Africa. All claims for death or injury in a road accident need to be referred to the Road Accident Fund.

This covers you for passenger liability claims for secondary emotional shock of a person who witnessed, observed or was informed of the accident and in the event that the RAF is unable to pay compensation for a valid claim incurred.

Cover automatically included to assist you

Loss of keys

If the keys of an insured vehicle are lost accidentally or it can be proven that an unauthorised person may be in possession of these keys, we will indemnify you for the cost of changing the locks and keys. Cover will include all forms of electronic locks and engine ignition systems.

Riots outside South Africa/Namibia

We will indemnify you for loss or damage to the insured vehicle should this happen as a result of riots or strikes outside South Africa and Namibia. Cover will not apply if the riot or strike is not politically motivated or related. All other exclusions of this policy will still apply.

Wreckage removal

We will indemnify you for the removal of the insured vehicle if the authorities demand you do this to prevent or reduce environmental damage.

We do not indemnify you:

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

If the driver of the insured vehicle:

1. does not have a valid driver's licence for the code/class of vehicle, or 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. 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; or
3. does not have a valid professional driving permit (PrDP), (if the purpose of the vehicle is for the transport of fare-paying passengers, or if the vehicle operates as a shuttle service and is stated as such on the schedule, or if the vehicle is designed to carry 12 or more people including the driver and is used to carry people); or
4. does not have a valid shuttle permit, which is issued by the Department of Transport (if the vehicle is used for shuttle or charter service and is stated as such on the schedule); or
5. does not have a valid professional driving permit (PrDP), if the vehicle is above 3500kg GVM and the purpose of the vehicle is for the transport of goods and/or dangerous goods, or it is a breakdown vehicle or it is a bus; or
6. does not have a driving instructor's permit (if the vehicle is used for driving instruction); or
7. does not have a valid operating licence/permit for the code/class/type of vehicle as required by the National Road Traffic Act and/or your Occupational Health & Safety Act.

Please note: It is your responsibility to take steps to ensure that the driver's licence, professional driving permit and operating license of any driver, driving any of your insured vehicles, is valid and that the driver is compliant with the licencing laws (National Road Traffic Act) relating to South Africa and the licencing laws of any of the territories referred to under **Vehicle used in certain countries outside South Africa**.

Vehicle not roadworthy

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 insured vehicle without your knowledge and consent and you have not laid a criminal charge against them with the police within 48 hours. You may also not withdraw the charge.

Vehicle being used for racing

If the insured vehicle is used racing (incl. test runs), rallies, speed testing, trial runs, endurance test or competition.

Vehicle being rented out

If the insured vehicle is rented out to a third party, unless insured under the correct business type being Vehicles Rented Out.

Vehicle used to transport heavy loads

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 insured 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.

Vehicles registered outside South Africa

When the insured vehicle is registered outside South Africa. Vehicles must be registered in South Africa.

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, unless such a person would be regarded as a third party by a court of law.

Property in your possession and that of your household members

For your property and the property of your household members, and other property that you and your household members have with them at the time of the accident.

Cover under the Road Accident Fund

For what will be paid for under the compulsory motor vehicle insurance legislation.

Lack of maintenance

If you suffer loss or damage because the vehicle has not been maintained and serviced to ensure that it will be in good working order.

Wear and tear due to usage

Where you suffer gradual loss and damage related to the normal daily use of 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 keys left in or on an unattended vehicle

Loss or damage to the insured vehicle if you the policyholder, your employees and anyone who acts on your behalf, as well as any person using the insured vehicle with your general consent or the general consent of your employees or regular driver, leaves the vehicle's keys and/or ignition keys of the insured vehicle in or on the unattended vehicle.

Motor airside risks

Loss (including consequential loss), damage, accident, injury, death or any liability of whatsoever nature while the insured vehicle is in or on an airside.

Airside is any area of an airport premises which has restricted right of access, such as runways, taxiways, apron and associated service roads plus certain parts of the terminals and other buildings located around the airport premises (as defined by the relevant airport authority).

Motor—Third Party Only

Under this section you may only claim for the damage you caused to other parties' property. The terms and conditions under this section are applicable to you the policyholder, your employees and anyone who acts on your behalf, as well as any person using the insured vehicle with your general consent or the general consent of your employees or regular driver.

Excess

Every time something happens for which you claim, you must pay the basic excess. You must also pay any of the additional excesses on the schedule, on top of the basic excess.

We will indemnify you for:

The vehicle

The vehicle is insured for third party only. We will only indemnify you for damage you caused to other parties or their property. We will not indemnify you if the vehicle is damaged or lost.

Non-medical expense cover associated with hospitalisation

The maximum we will pay for any claim for non-medical expense cover associated with hospitalisation as a result of an accident is **R5 000**. Cover will be provided from the first day of hospitalisation unless payment in respect of permanent disablement or death becomes payable. This benefit is payable as a lump sum, upon proof of receipt of hospitalisation.

Other parties

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

1. We will indemnify another party on your behalf for damages, costs and expenses if the insured driver is legally responsible for an accident that caused damage to another party's property. The accident must have been caused by or be in connection with:
 - a. the vehicle insured on this policy;
 - b. a vehicle, motorcycle, trailer or caravan that was towed by the vehicle you have insured on this policy; or
 - c. a vehicle that is not on the policy, but that the insured driver personally drove, as long as he/she does not own it or have it under a hire or credit agreement. We will not be responsible for the vehicle he/she drove or the trailer or caravan that was towed by the vehicle.
2. We will also indemnify the other party for damages, costs and expenses caused by any person (excluding passengers) who drove or used the insured vehicle with your permission, provided that this person complies with all terms and conditions of this policy. This person may also not have a claim against another policy.

Optional cover

If you have selected the cover as described below and your schedule states that you are paying a premium for it.

Sound system

The vehicle's sound equipment, hands-free phone kits and citizen band radios.

Passenger Liability

Third party claims made against you by any person being carried in, or on, the insured vehicle described in your schedule, whether or not such persons are authorised to be in or on the vehicle, within South Africa. All claims for death or injury in a road accident need to be referred to the Road Accident Fund.

This covers you for passenger liability claims for secondary emotional shock of a person who witnessed, observed or was informed of the accident and in the event that the RAF is unable to pay compensation for a valid claim incurred.

We do not indemnify you:

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

If the driver of the insured vehicle:

1. does not have a valid driver's licence for the code/class of vehicle, or 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. 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; or
3. does not have a valid professional driving permit (PrDP), (if the purpose of the vehicle is for the transport of fare-paying passengers, or if the vehicle operates as a shuttle service and is stated as such on the schedule, or if the vehicle is designed to carry 12 or more people including the driver and is used to carry people); or
4. does not have a valid shuttle permit, which is issued by the Department of Transport (if the vehicle is used for shuttle or charter service and is stated as such on the schedule); or
5. does not have a valid professional driving permit (PrDP), if the vehicle is above 3500kg GVM and the purpose of the vehicle is for the transport of goods and/or dangerous goods, or it is a breakdown vehicle or it is a bus; or
6. does not have a driving instructor's permit (if the vehicle is used for driving instruction); or
7. does not have a valid operating licence/permit for the code/class/type of vehicle as required by the National Road Traffic Act and/or your Occupational Health & Safety Act.

Please note: It is your responsibility to take steps to ensure that the driver's licence, professional driving permit and operating license of any driver, driving any of your insured vehicles, is valid and that the driver is compliant with the licencing laws (National Road Traffic Act) relating to South Africa and the licencing laws of any of the territories referred to under **Vehicle used in certain countries outside South Africa**.

Vehicle not roadworthy

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 insured vehicle without your knowledge and consent and you have not laid a criminal charge against them with the police within 48 hours. You may also not withdraw the charge.

Vehicle being used for racing

If the insured vehicle is used for racing (incl. test runs), rallies, speed testing, trial runs, endurance test or competition.

Vehicle being rented out

If the insured vehicle is rented out to a third party, unless insured under the correct business type being Vehicles Rented Out.

Vehicle used to transport heavy loads

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 insured 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.

Vehicles registered outside South Africa

When the insured vehicle is registered outside South Africa. Vehicles must be registered in South Africa.

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, unless such a person would be regarded as a third party by a court of law.

Property in your possession and that of your household members

For your property and the property of your household members, and other property that you and your household members have with them at the time of the accident.

Cover under the Road Accident Fund

For what will be paid for under the compulsory motor vehicle insurance legislation.

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.

Motor airside risks

Loss (including consequential loss), damage, accident, injury, death or any liability of whatsoever nature while the insured vehicle is in or on an airside.

Airside is any area of an airport premises which has restricted right of access, such as runways, taxiways, apron and associated service roads plus certain parts of the terminals and other buildings located around the airport premises (as defined by the relevant airport authority).

Motorcycle

Under this section you may claim if your motorcycle is damaged or stolen. You may also claim for the damage you caused to other parties' property. The terms and conditions under this section are applicable to you the policyholder, your employees and anyone who acts on your behalf, as well as any person using the insured motorcycle with your general consent or the general consent of your employees or regular driver.

Excess

Every time something happens for which you claim, you must pay the basic excess. You must also pay any of the additional excesses on the schedule, on top of the basic excess.

We will indemnify you:

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 the stated value on the schedule, whichever is the lesser. If the motorcycle is financed, we must first pay the finance company. If parts for the motorcycle are not available, and it 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.

Towing and storage

The reasonable cost to store or to tow the motorcycle to the closest repairer. You will be personally responsible for the cost of the removal and storage of your motorcycle if you do not call the towline number and use the approved towing operator we appoint.

Accessories

Stolen accessories if the motorcycle is stolen at the same time.

Loss of use

A cash pay-out, up to the maximum number of days and rand value as stated on your schedule; while your motorcycle is being repaired after an accident, and/or if your motorcycle is stolen. Loss of use will be granted provided you have a valid claim.

Other parties

We will indemnify the other party on your behalf for damages, costs and expenses if the regular driver is legally responsible for an accident caused by or in connection with the motorcycle, which caused damage to another party's property.

The maximums 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 driver of the insured motorcycle:

1. does not have a valid driver's licence for the code/class of motorcycle, or 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. 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.

Please note: It is your responsibility to take steps to ensure that the driver's licence of any driver, driving any of your insured vehicles, is valid and that the driver is compliant with the licencing laws (National Road Traffic Act) relating to South Africa and the licencing laws of any of the territories referred to under **Vehicle used in certain countries outside South Africa**.

Motorcycle not roadworthy

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 them with the police within 48 hours. You may also not withdraw the charge.

Motorcycle used for racing

If the motorcycle is used for racing (incl. test runs), rallies, speed testing, trial runs and endurance test or competition.

Motorcycle being rented out

If the insured motorcycle is rented out to a third party.

Motorcycle used in the motor trade

When the insured 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 insured 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.

Motorcycle registered outside South Africa

When the insured motorcycle is registered outside South Africa. Vehicles must be registered in South Africa.

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

For your property and the property of your household members, and other property that you and your household members have with them at the time of the accident.

Cover under the Road Accident Fund

For what will be paid for under the compulsory motor vehicle insurance legislation.

Death or injury of any person

For the death or the injury of any person who travels on, mounts or dismounts the insured motorcycle.

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.

Keys left in or on an unattended motorcycle

Loss or damage to the insured motorcycle if you the policyholder, your employees and anyone who acts on your behalf, as well as any person using the insured motorcycle with your general consent or the general consent of your employees or regular driver, leaves the motorcycle's ignition keys in or on the unattended motorcycle.

Motor airside risks

Loss (including consequential loss), damage, accident, injury, death or any liability of whatsoever nature while the insured motorcycle is in or on an airside.

Airside is any area of an airport premises which has restricted right of access, such as runways, taxiways, apron and associated service roads plus certain parts of the terminals and other buildings located around the airport premises (as defined by the relevant airport authority).

Trailer/Caravan–Comprehensive

Under this section you may claim if your trailer/caravan is damaged or stolen. You may also claim for the damage you caused to other parties' property. The terms and conditions under this section are applicable to you the policyholder, your employees and anyone who acts on your behalf, as well as any person using the insured trailer/caravan with your general consent or the general consent of your employees.

Excess

Every time something happens for which you claim, you must pay the basic excess. You must also pay any of the additional excesses on the schedule, on top of the basic excess.

We will indemnify you for:

The trailer/caravan

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

The most we will pay for the trailer/caravan is its value stated on the schedule. If the trailer/caravan is financed, we must first pay the finance company. If parts for the trailer/caravan are not available, and it 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.

Towing and storage

The reasonable cost to store or to tow the trailer/caravan to the closest repairer.

Non-medical expense cover associated with hospitalisation

The maximum we will pay for any claim for non-medical expense cover associated with hospitalisation as a result of an accident is **R5 000**. Cover will be provided from the first day of hospitalisation unless payment in respect of permanent disablement or death becomes payable. This benefit is payable as a lump sum, upon proof of receipt of hospitalisation.

Other parties

We will indemnify the other party on your behalf for damages, costs and expenses if you are legally responsible for an accident caused by or in connection with the trailer/caravan, which caused damage to another party's property.

The maximums we will pay under this sub-section for your liability as a trailer owner are stated on your schedule. These limits are per incident.

Optional cover

If you have selected the cover as described below and your schedule states that you are paying a premium for it.

Accessories

Only trailer/caravan accessories that are noted on the schedule will be covered.

Cover automatically included to assist you

Loss of keys

If the keys of an insured trailer/caravan are lost accidentally or it can be proven that an unauthorised person may be in possession of these keys, we will indemnify you for the cost of changing the locks and keys.

Riots outside South Africa/Namibia

We will indemnify you for loss or damage to the insured trailer/caravan should this happen as a result of riots or strikes outside South Africa and Namibia. Cover will not apply if the riot or strike is not politically motivated or related. All other exclusions of this policy will still apply.

Wreckage removal

We will indemnify you for the removal of the insured trailer/caravan if the authorities demand you do this to prevent or reduce environmental damage.

Fire extinguishing charges extension

Any costs relating to the extinguishing or fighting of fire shall be deemed to be damage to the insured property and shall be payable in addition to any other payment for which the company may be liable in terms of this section, provided the insured is legally liable for such costs and the insured property was in danger from the fire.

The limit of indemnity for any one occurrence shall not exceed the amount stated in the schedule.

We do not indemnify you for:

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

If the insured trailer/caravan is towed by a vehicle driven by you, or by any person who has your general consent, and the driver:

1. does not have a valid driver's licence for the code/class of vehicle towing the trailer/caravan, or 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. 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; or

3. does not have a valid professional driving permit (PrDP), (if the purpose of the vehicle towing the trailer/caravan is for the transport of fare-paying passengers, or if the vehicle towing the trailer/caravan operates as a shuttle service and is stated as such on the schedule, or if the vehicle towing the trailer/caravan is designed to carry 12 or more people including the driver and is used to carry people); or
4. does not have a valid shuttle permit, which is issued by the Department of Transport (if the vehicle used to tow the trailer/caravan is used for shuttle or charter service and is stated as such on the schedule); or
5. does not have a valid professional driving permit (PrDP), if the vehicle towing the trailer/caravan is above 3500kg GVM and the purpose of the vehicle is for the transport of goods and/or dangerous goods.

Please note: It is your responsibility to take steps to ensure that the driver's licence and professional driving permit of any driver, driving any of your insured vehicles, is valid and that the driver is compliant with the licencing laws (National Road Traffic Act) relating to South Africa and the licencing laws of any of the territories referred to under **Vehicle used in certain countries outside South Africa**.

Vehicle or trailer/caravan not roadworthy

When the insured trailer/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.

Trailer/caravan used in certain countries outside South Africa

When the insured trailer/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 trailer/caravan is used outside South Africa.

Trailer/caravan registered outside South Africa

When the insured trailer/caravan is registered outside South Africa. Vehicles must be registered in South Africa.

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

For your property and the property of your household members, and other property that you and your household members have with them at the time of the accident, or things inside the trailer.

Cover under the Road Accident Fund

For what will be paid for under the compulsory motor vehicle insurance legislation.

Death or injury of any person

For any person who was in the insured trailer/caravan at the time of the accident.

Trailer/caravan being rented out

If the insured vehicle is rented out to a third party.

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.

Motor airside risks

Loss (including consequential loss), damage, accident, injury, death or any liability of whatsoever nature while the insured trailer/caravan is in or on an airside.

Airside is any area of an airport premises which has restricted right of access, such as runways, taxiways, apron and associated service roads plus certain parts of the terminals and other buildings located around the airport premises (as defined by the relevant airport authority).

Trailer/Caravan–Third Party, Fire and Theft

Under this section you may claim for certain specified damage to your insured trailer/caravan, or if it is stolen. You may also claim for the damage you caused to other parties' property. You may not claim for accident damage to your trailer/caravan. The terms and conditions under this section are applicable to you the policyholder, your employees and anyone who acts on your behalf, as well as any person using the insured trailer/caravan with your general consent or the general consent of your employees.

Excess

Every time something happens for which you claim, you must pay the basic excess. You must also pay any of the additional excesses on the schedule, on top of the basic excess.

We will indemnify you for:

The trailer/caravan

The trailer/caravan 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 trailer/caravan is its value stated on the schedule. If the trailer/caravan is financed, we must first pay the finance company. If parts for the trailer/caravan are not available, and it 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.

Towing and storage

The reasonable cost to store or to tow the trailer/caravan to the closest repairer if it was damaged by any of the perils covered under this section. You will be personally responsible for the cost of the

towing and storage of your trailer/caravan if you do not call the towline number and use the approved towing operator we appoint.

Non-medical expense cover associated with hospitalisation

The maximum we will pay for any claim for non-medical expense cover associated with hospitalisation as a result of an accident is **R5 000**. Cover will be provided from the first day of hospitalisation unless payment in respect of permanent disablement or death becomes payable. This benefit is payable as a lump sum, upon proof of receipt of hospitalisation.

Other parties

1. We will indemnify another party on your behalf for damages, costs and expenses if the insured driver is legally responsible for an accident that caused damage to another party's property. The accident must have been caused by or be in connection with the trailer/caravan insured on this policy.

2. We will also indemnify the other party for damages, costs and expenses caused by any person (excluding passengers) who used the insured trailer/caravan with your permission, provided that this person complies with all terms and conditions of this policy. This person may also not have a claim against another policy.

The maximums we will pay under this sub-section for your liability as a trailer/caravan owner are stated on your schedule. These limits are per incident.

Optional cover

If you have selected the cover as described below and your schedule states that you are paying a premium for it.

Hail damage

Hail damage to the trailer/caravan.

Accessories

Only trailer/caravan accessories that are noted on the schedule will be covered.

Loss of use

A cash pay-out, up to the maximum number of days and rand value as stated on your schedule, if your trailer/caravan is stolen. Loss of use will be granted provided you have a valid claim.

Cover automatically included to assist you

Loss of keys

If the keys of an insured trailer/caravan are accidentally lost or it can be proven that an unauthorised person may be in possession of these keys, we will indemnify you for the cost of changing the locks and keys.

Riots outside South Africa/Namibia

We will indemnify you for loss or damage to the insured trailer/caravan should this happen as a result of riots or strikes outside South Africa and Namibia. Cover will not apply if the riot or strike is not politically motivated or related. All other exclusions of this policy will still apply.

Wreckage removal

We will indemnify you for the removal of the insured trailer/caravan if the authorities demand you do this to prevent or reduce environmental damage.

We do not indemnify you for:

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

If the insured trailer/caravan is towed by a vehicle driven by you, or by any person who has your general consent, and the driver:

1. does not have a valid driver's licence for the code/class of vehicle towing the trailer/caravan, or 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. 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; or
3. does not have a valid professional driving permit (PrDP), (if the purpose of the vehicle towing the trailer/caravan is for the transport of fare-paying passengers, or if the vehicle towing the trailer/caravan operates as a shuttle service and is stated as such on the schedule, or if the vehicle towing the trailer/caravan is designed to carry 12 or more people including the driver and is used to carry people); or
4. does not have a valid shuttle permit, which is issued by the Department of Transport (if the vehicle used to tow the trailer/caravan is used for shuttle or charter service and is stated as such on the schedule); or
5. does not have a valid professional driving permit (PrDP), if the vehicle towing the trailer/caravan is above 3500kg GVM and the purpose of the vehicle is for the transport of goods and/or dangerous goods.

Please note: It is your responsibility to take steps to ensure that the driver's licence and professional driving permit of any driver, driving any of your insured vehicles, is valid and that the driver is compliant with the licencing laws (National Road Traffic Act) relating to South Africa and the licencing laws of any of the territories referred to under **Vehicle used in certain countries outside South Africa**.

Vehicle or trailer/caravan not roadworthy

When the vehicle or the trailer/caravan 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 trailer/caravan

If someone uses the insured trailer/caravan without your knowledge and consent, and you have not laid a criminal charge against them with the police within 48 hours. You may also not withdraw the charge.

Trailer/caravan being rented out

If the insured vehicle is rented out to a third party

Trailer/caravan used to transport heavy loads

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

Trailer/caravan used in the motor trade

When the insured trailer/caravan is used in connection with the motor trade, unless it is being serviced or repaired.

Trailer/caravan used in certain countries outside South Africa

When the insured trailer/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 trailer/caravan is used outside South Africa.

Trailer/caravan registered outside South Africa

When the insured trailer/caravan is registered outside South Africa. Vehicles must be registered in South Africa.

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, unless such a person would be regarded as a third party by a court of law.

Property in your possession and that of your household members

For your property and the property of your household members, and other property that you and your household members have with them at the time of the accident.

Cover under the Road Accident Fund

For what will be paid for under the compulsory motor vehicle insurance legislation.

Lack of maintenance

If you suffer loss or damage because the trailer/caravan has not been maintained and serviced to ensure that it will be in good working order.

Wear and tear due to usage

Where you suffer gradual loss and damage related to the normal daily use of the trailer/caravan.

Death or injury of any person

For any person who was in the insured trailer/caravan at the time of the accident.

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.

Motor airside risks

Loss (including consequential loss), damage, accident, injury, death or any liability of whatsoever nature while the insured trailer/caravan is in or on an airside.

Airside is any area of an airport premises which has restricted right of access, such as runways, taxiways, apron and associated service roads plus certain parts of the terminals and other buildings located around the airport premises (as defined by the relevant airport authority).

Trailer/Caravan–Third Party only

Under this section you may only claim for the damage you caused to other parties' property. The terms and conditions under this section are applicable to you the policyholder, your employees and anyone who acts on your behalf, as well as any person using the insured trailer/caravan with your general consent or the general consent of your employees.

Excess

Every time something happens for which you claim, you must pay the basic excess. You must also pay any of the additional excesses on the schedule, on top of the basic excess.

We will indemnify you for:

The trailer/caravan

The trailer/caravan is insured for third party only cover. We will only indemnify you for damage you caused to other parties or their property. We will not indemnify you if the trailer/caravan is damaged or lost.

Non-medical expense cover associated with hospitalisation

The maximum we will pay for any claim for non-medical expense cover associated with hospitalisation as a result of an accident is **R5 000**. Cover will be provided from the first day of hospitalisation unless payment in respect of permanent disablement or death becomes payable. This benefit is payable as a lump sum, upon proof of receipt of hospitalisation.

Other parties

1. We will indemnify another party on your behalf for damages, costs and expenses if the insured driver is legally responsible for an accident that caused damage to another party's property. The accident must have been caused by or be in connection with the trailer/caravan insured on this policy.
2. We will also indemnify the other party for damages, costs and expenses caused by any person (excluding passengers) who used the insured trailer/caravan with your permission, provided that this person complies with all terms and conditions of this policy.

This person may also not have a claim against another policy.

The maximums 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 insured trailer/caravan is towed by a vehicle driven by you, or by any person who has your general consent, and the driver:

1. does not have a valid driver's licence for the code/class of vehicle towing the trailer/caravan, or 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. 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; or
3. does not have a valid professional driving permit (PrDP), (if the purpose of the vehicle towing the trailer/caravan is for the transport of fare-paying passengers, or if the vehicle towing the trailer/caravan operates as a shuttle service and is stated as such on the schedule, or if the vehicle towing the trailer/caravan is designed to carry 12 or more people including the driver and is used to carry people); or
4. does not have a valid shuttle permit, which is issued by the Department of Transport (if the vehicle used to tow the trailer/caravan is used for shuttle or charter service and is stated as such on the schedule); or
5. does not have a valid professional driving permit (PrDP), if the vehicle towing the trailer/caravan is above 3500kg GVM and the purpose of the vehicle is for the transport of goods and/or dangerous goods.

Please note: It is your responsibility to take steps to ensure that the driver's licence and professional driving permit of any driver, driving any of your insured vehicles, is valid and that the driver is compliant with the licencing laws (National Road Traffic Act) relating to South Africa and the licencing laws of any of the territories referred to under Vehicle used in certain countries outside South Africa.

Trailer/caravan not roadworthy

When the vehicle or the trailer/caravan 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 trailer/caravan

If someone uses the insured trailer/caravan without your knowledge and consent, and you have not laid a criminal charge against them with the police within 48 hours. You may also not withdraw the charge.

Trailer/caravan being rented out

If the insured vehicle is rented out to a third party.

Trailer/Caravan used to transport heavy loads

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

Trailer/Caravan used in the motor trade

When the insured trailer/caravan is used in connection with the motor trade, unless it is being serviced or repaired.

Trailer/caravan used in certain countries outside South Africa

When the insured trailer/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 trailer/caravan is used outside South Africa.

Trailer/caravan registered outside South Africa

When the insured trailer/caravan is registered outside South Africa. Vehicles must be registered in South Africa.

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, unless such a person would be regarded as a third party by a court of law.

Property in your possession and that of your household members

For your property and the property of your household members, and other property that you and your household members have with them at the time of the accident.

Cover under the Road Accident Fund

For what will be paid for under the compulsory motor vehicle insurance legislation.

Death or injury of any person

For any person who was in the insured trailer/caravan at the time of the accident.

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.

Motor airside risks

Loss (including consequential loss), damage, accident, injury, death or any liability of whatsoever nature while the insured trailer/caravan is in or on an airside.

Airside is any area of an airport premises which has restricted right of access, such as runways, taxiways, apron and associated service roads plus certain parts of the terminals and other buildings located around the airport premises (as defined by the relevant airport authority).

Golf Cart

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 terms and conditions under this section are applicable to you the policyholder, your employees and anyone who acts on your behalf, as well as any person using the insured golf cart with your general consent or the general consent of your employees or regular driver.

Excess

Every time something happens for which you claim, you must pay the basic excess. You must also pay any of the additional excesses on the schedule, on top of the basic excess.

We will indemnify you for:

The golf cart

If you have selected comprehensive cover for your golf cart and your schedule states that you are paying a premium for it, we will indemnify you if the golf cart is damaged or stolen. The most we will pay for the golf cart is its reasonable market value, or the stated value on the schedule, whichever is the lesser.

If the golf cart was stolen, we do not have to indemnify you for up to four weeks from the time you tell us about it. If the golf cart is financed, we must first pay the finance company. If parts for the golf cart are not available, and it 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.

Towing and storage

The reasonable cost to store or to tow the golf cart to the closest repairer.

Other parties

We will indemnify the other party on your behalf for damages, costs and expenses if you are legally responsible for an accident caused by or in connection with the golf cart, which caused damage to another party's property.

The maximums we will pay under this sub-section for your liability as a golf cart owner are stated on your schedule. These limits are per incident.

Optional cover

If you have selected the cover as described below and your schedule states that you are paying a premium for it.

Passenger Liability

Third party claims made against you by any person being carried in, or on, the insured vehicle described in your schedule, whether or not such persons are authorised to be in or on the vehicle, within South Africa. All claims for death or injury in a road accident need to be referred to the Road Accident Fund.

This covers you for passenger liability claims for secondary emotional shock of a person who witnessed, observed or was informed of the accident and in the event that the RAF is unable to pay compensation for a valid claim incurred.

We will not indemnify you for:

No licence, under the influence or endorsed licence

If the golf cart is driven by you, or by any person who has your general consent, and the driver:

1. does not have a valid driver's licence, or 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. 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; or

If the golf cart is towed by a vehicle driven by you, or by any person who has your general consent, and the driver:

1. does not have a valid driver's licence, or 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. 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; or

Please note: It is your responsibility to take steps to ensure that the driver's licence, professional driving permit and operating license of any driver, driving any of your insured vehicles, is valid and that the driver is compliant with the licencing laws (National Road Traffic Act) relating to South Africa and the licencing laws of any of the territories referred to under **Vehicle used in certain countries outside South Africa**.

Golf cart not roadworthy

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

Golf cart used in certain countries outside South Africa

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

Golf cart registered outside South Africa

When the insured golf cart is registered outside South Africa. Vehicles must be registered in South Africa.

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

For your property and the property of your household members, and other property that you and your household members have with them at the time of the accident, or things inside the golf cart.

Cover under the Road Accident Fund

For what will be paid for under the compulsory motor vehicle insurance legislation.

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.

Golf cart being rented out

If the insured golf cart is rented out to a third party.

Keys left in or on an unattended golf cart

Loss or damage to the insured golf cart if you the policyholder, your employees and anyone who acts on your behalf, as well as any person using the insured golf cart with your general consent or the general consent of your employees or regular driver, leaves the golf cart's ignition keys in or on the unattended golf cart.

Motor airside risks

Loss (including consequential loss), damage, accident, injury, death or any liability of whatsoever nature while the insured golf cart is in or on an airside.

Airside is any area of an airport premises which has restricted right of access, such as runways, taxiways, apron and associated service roads plus certain parts of the terminals and other buildings located around the airport premises (as defined by the relevant airport authority).

Machinery Breakdown

Under this section you may insure against sudden and unforeseen physical damage to any machinery (or any part thereof) described on your schedule, occurring at your premises and during your period of insurance from any cause not specifically excluded, while your insured machinery is:

- a. at work or at rest; or
- b. being dismantled for the purpose of cleaning, inspection, overhaul or removal to another position in the premises or in the course of these operations themselves or subsequent re-assembly.

The maximum indemnity payable for any benefit, legal liability, loss or damage insured under this section of your policy is the automatic included limit stated under the **Buildings Combined section** for unspecified machinery items. Any machinery items with a replacement value in excess of **R50 000** must be more specifically insured under the **Machinery Breakdown section** of your policy and the maximum indemnity is stated on your schedule.

Please check that the cover that you requested is correctly stated on your schedule and is in accordance with your intentions, requests or needs.

Excess

In the event of a claim you may be liable for the first amount payable, the excess. Please check your schedule which will state the excess amount, if any is applicable.

Special condition

The sum insured will at all times be the new replacement value of each item of machinery including freight dues, customs duties and assembly costs.

We will indemnify you for:

The costs of repair or replacement of your machinery as a result of sudden and unforeseen physical damage as described on your schedule, occurring at your premises and during your period of insurance, while your insured machinery is:

- a. at work or at rest; or
- b. being dismantled for the purpose of cleaning, inspection, overhaul or removal to another position in the premises or in the course of these operations themselves or subsequent re-assembly.

The basis for settlement of any such loss will be:

- **Partial Damage**
Where your insured machinery can be repaired, we will pay the costs reasonably and necessarily incurred to restore it to its state of serviceability immediately before the occurrence of the damage but not exceeding the applicable Total Loss indemnity. Unless specially provided for, the costs of express delivery, overtime, Sunday and holiday rates will be excluded.
- **Total Loss**
If the cost of repairs as detailed above equals or exceeds the actual value of the machinery immediately before the occurrence then such machinery will be regarded as a Total Loss and we will pay the actual value of the machinery immediately before the occurrence which will be calculated as its new replacement value less your excess. Normal dismantling costs will also be paid.

What happens if you are underinsured

You must insure each item of machinery for its replacement value including freight dues, customs duties and assembly costs. You must ensure that you increase the value of your cover to keep the values up

to date with the replacement costs. If you claim, we will calculate the replacement value for which you should have insured your machine property. If you have insured for less than that amount, we will only pay a part of your claim.

Cover automatically included to assist you

Consultant's fees

The sum insured will include architect's, quantity surveyor's and consulting engineer's fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily and actually incurred during the reinstatement or replacement of your insured machinery following the damage but the amount payable under this cover will be limited to a maximum of 10% of the amount of the loss paid in respect of such loss or damage.

Optional cover

If you have selected the cover as described below and your schedule states that you are paying a premium for it.

Clearance costs

Your insurance includes costs necessarily incurred by you while demolishing or dismantling machinery, removing debris from your premises and in providing the assembly of and/or maintaining any hoardings required during demolition, debris removal and reconstruction following damage to insured machinery.

We will not indemnify you for:

1. loss or damage due to fire, extinguishing of the fire or subsequent demolition, direct lightning, chemical explosion (except flue gas explosions in boilers), impact by animals or vehicles, aircraft or other aerial devices or articles dropped therefrom, theft or attempt thereat, malicious act, collapse of buildings, subsidence, landslip, escape of water from water containing apparatus, storm, wind, water, flood, inundation, hail, snow, earthquake (whether arising from mining operations or otherwise), volcanic eruption, avalanche, hurricane, cyclone or other natural catastrophes or convulsions of nature.
The term explosion does not include bursting or disruption of turbines, compressors, transformers; oil immersed switchgear, cylinders of steam engines, hydraulic cylinders, flywheels or other apparatus subject to centrifugal force.
2. damage resulting from experiments, overloads, tests requiring the imposition of abnormal conditions or misapplication of tools.
3. damage for which the manufacturer, contractor, supplier, repairer or lessor is responsible either by law or under contract.

4. any costs of replacing, reinstating or making good on:
 - a. wear and tear and gradual deterioration;
 - b. expendable parts and tools such as but not limited to valves, tubes, belts, chains, seals, bits, cutters, knives, blades, dies, patterns, rollers, sieves unless caused by external means or in connection with other insured damage;
 - c. foundations and masonry.
5. loss of or damage to exchangeable tools (for example but not restricted to dies, moulds, engraved cylinders), parts that by their use and/or nature suffer a high rate of wear and depreciation (for example, but not restricted to, refractory linings, crushing hammers), objects made of glass, belts, ropes, wires, rubber tyres, and operating media (for example but not restricted to lubricants, fuels, catalysts).
6. loss or damage caused by any faults or defects within your or your representatives' knowledge existing at the time of commencement of this section, whether such faults or defects were known to us or not.
7. loss or damage as a direct consequence of the continual influence of operation (for example but not restricted to wear and tear, cavitation, erosion, corrosion, rust, boiler scale).
8. consequential loss or liability of any kind or description.
9. Foundations: The machinery described in the schedule does not include any foundations unless specifically mentioned in the schedule.
10. Refractories and masonry: The machinery described in the schedule does not include any masonry or refractories unless specifically mentioned on your schedule in which case the insurers' liability shall be limited to damage to refractories consequent upon other indemnifiable damage and their liability shall not exceed the residual value of such refractories.
11. Any machinery items with a replacement value in excess of **R50 000** which is not more specifically insured under the **Machinery Breakdown section** of your policy.



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Auto&General Insurance Company Ltd, is a licensed non-life insurer and financial services provider.