

A diagram illustrating a vertex. It consists of two intersecting lines: a straight line and a curved line. The intersection point is labeled 'VERTEX'.

*VERTEX*

# THE HIGH NET WORTH DOMESTIC ASSETS PRODUCT

The Intelligent Choice  
For High Profile Clients

## THE CIB SERVICE COMMITMENT

CIB Insurance Administrators (Pty) Ltd underwritten by RMB Structured Insurance Limited undertakes professional conduct in underwriting Your insured risk and to settle all valid claims as quickly as possible.

## IMPORTANT INFORMATION

If You have any query or complaint about this policy or are in any way unhappy with the service You have received, please contact:

The Compliance Officer  
RMB Structured Insurance Limited  
PO Box 652659  
Benmore  
2010  
Email: [arnold.schoombee@rmbisi.co.za](mailto:arnold.schoombee@rmbisi.co.za)

If Your enquiry is not satisfactorily resolved, You may contact:  
The Ombudsman for Short Term Insurance  
P O Box 32334  
Braamfontein  
2017  
Telephone Number: (011) 726 8900  
Facsimile Number: (011) 726 5501

Or, You can seek assistance from:  
The Registrar of Short Term Insurance  
The Financial Services Board  
P O Box 35655  
Menlo Park  
0102  
Facsimile Number: (012) 347 0221

Compliance with this section does not affect our legal rights.

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# INTRODUCTION

This Policy is the contract between RMB Structured Insurance Limited (the Insurer) and the Insured named in the Schedule of Insurance and covers the events stated in the Sections, occurring during the Period of Insurance up to the sums insured or limits of liability or compensation stated in the Schedule of Insurance. Any Proposal and Declaration made by the Insured is the basis of and forms part of this Policy.

## IMPORTANT POINTS

The Schedule of Insurance and this Policy form part of this contract and the two documents should be read together. If there is anything in this Policy or Schedule of Insurance that You do not understand, or any changes need to be made to Your cover, please contact CIB Insurance Administrators (Pty) Ltd or Your insurance broker immediately. This Policy document replaces all previous policy documents.

## DEFINITIONS

**“You/Your/Yours/Yourself”** means the insured/insured person(s) named in the Schedule, or as more specifically extended, in the specific sections and in any particular Section includes the other persons defined in the definition in that Section.

**“We/Us/Our”** means RMB Structured Insurance Limited (RMBSI), the Insurer. RMBSI is a registered Insurer for the purposes of the Short-term Insurance Act 1998 and a licensed financial services provider for the purposes of the Financial Advisory and Intermediary Services Act 2002 as amended from time to time.

**“Period of Insurance”** means the period of cover as specified in the Schedule of Insurance and for which premium has been received by Us.

**“Insured”** means the person named in the Schedule of Insurance, who is the owner of the Policy and is responsible for the payment of the premium, which also includes each member of his family normally residing with him/her at the risk address as stated on the Schedule of Insurance.

**“Schedule of Insurance”** means the pages that contain Your detail and particulars and indicates the sections and Sub-sections under which insurance cover is provided as well as warranties, notes and endorsements applicable to the mentioned sections and sub-sections.

**“Indemnity”** means that We will attempt to place You back in the same financial position or as close thereto in which You were immediately prior to the loss which caused You to submit a claim under this policy.

**“Excess”** means the first amount payable or borne by You every time You claim, as set out in the Schedule of Insurance and the Excess Annexure. You will also be liable to pay any additional or cumulative Excesses as indicated in the Schedule of Insurance.

**“Limit of Liability”** means the maximum We will contribute, subject to the limits/sum insured/benefits stated in the schedule or limit section, towards any accepted claim You have against this policy.

**“Territorial Limits”** means the Republic of South Africa, Namibia, Lesotho, Botswana, Swaziland, Zimbabwe, Malawi, Zambia and Mozambique.

**“Territorial Limits Watercraft”** means the Republic of South Africa, Namibia, Mozambique, Lesotho, Botswana, Swaziland, Zimbabwe, Malawi, Zambia and within 20km range of the shores of the Republic of South Africa, Namibia and Mozambique.

<b>" Sum Insured"</b>	means the amount of the insured property/liability as shown in the schedule of insurance, subject to the limits applicable as well as the contribution where more than one policy is also applicable.
<b>"Insurable Interest"</b>	means that You are the owner of, or alternatively, the good faith possessor in terms of a credit agreement of the insured item and bear the risk of both, loss of the item as well as a financial loss.
<b>"Retail Value"</b>	is the reasonable value of the insured vehicle which will be determined by consulting the Auto Dealers Guide and if not available, similar vehicle sales price information for the month in which loss or damage occurred.
<b>"Factory Fitted Accessories"</b>	are those standard "issued" items which are originally fitted by the manufacturer to the vehicle.
<b>"Optional Vehicle Accessories"</b>	are those items which are chosen by the Insured to be fitted by the manufacturer.
<b>"After Market - Vehicle Accessories"</b>	are those items which are fitted to the vehicle where the value of such items are not included in the retail value which are purchased separately to the purchase of the vehicle.
<b>"Endorsement"</b>	is a written amendment to Your schedule, which changes the cover provided, terms and conditions of Your policy.
<b>"Office Contents"</b>	mean business goods and equipment used for administrative purposes which are contained within an office which is attached to/within the private residence excluding stock in trade and money kept on the premises.
<b>"Domestic Employee"</b>	means domestic staff, au pairs, nannies, gardeners and chauffeur with whom You have a valid employee contract and permanently reside at the risk address stated in the schedule.
<b>"Market Value"</b>	the highest estimated price that a buyer would pay and a seller would accept for an item in an open and competitive market.

# GENERAL CONDITIONS

The following General Conditions apply to the entire policy.

The parties agree that any terms of this policy which may be in conflict with any statute are amended to conform to such statute.

## 1 COVER PROVIDED BY THIS POLICY

- 1.1 No cover will be provided if the premium for this policy has not been received as mentioned under General Conditions 3.
- 1.2 No cover will be provided if under this policy if either the insured amount or the limit of compensation shown in the Schedule:
  - 1.2.1 has no monetary amount next to it or is left blank, or
  - 1.2.2 has been filled in as "nil", or
  - 1.2.3 has been filled in as "not applicable".
- 1.3 You will only be indemnified under one section of this policy for loss or damage if the loss or damage is covered by more than one section. The General Conditions 1.3 does not apply to the All Risks and the Supplementary Personal Liability sections.

## 2 PERIOD OF THIS POLICY

### 2.1 MONTHLY

The period of a monthly policy is initially, the period from the start date to the last day of the calendar month in which the start date occurs, as shown on the Schedule. Thereafter, the period of this policy will be one calendar month.

### 2.2 ANNUAL

The period of this policy is initially from the start date of the policy, as shown in the schedule, to the last day of the month preceding the Renewal Date reflected in the schedule.

## 3 PREMIUM PAYMENT

Premium is payable on or before the start date or renewal date as the case may be. We shall not be obliged to accept premium tendered to Us after the start date or renewal date as the case may be but do so upon such terms as We at Our sole discretion may determine.

### 3.1 MONTHLY DEBIT ORDERS

You must pay Your monthly premium by debit order. We will present Your debit order to Your paying agent on the date reflected in the Schedule.

- 3.1.1 The premium is payable in advance and must be paid on the due date which is the first day of every month or otherwise agreed.
- 3.1.2 The policy is automatically renewed for a further month every time You pay Your premium which must be paid on the due date.
- 3.1.3 Non-payment of the premium in the month of inception (in the first month), for whatever reason, will result in the policy being voided from the date of inception.
- 3.1.4 If We do not receive Your premium by the due date, as shown in the Schedule of Insurance, You shall be entitled to a grace period of 15 (fifteen) days after the due date (except in the first month) in which to pay Your premium.
- 3.1.5 If the premium is unpaid, it will remain payable and at the next request for payment 2 (two) debit orders will be submitted, in respect of the unpaid debit order as well as the normal one for the new month.
- 3.1.6 The policy will be automatically cancelled when premiums for 2 (two) consecutive periods of insurance are not paid and We shall make no further request for premiums from Your paying agent.

### 3.2 YEARLY PAYMENT IN CASH

If according to the Schedule this is an annual policy, this policy is valid for one year.

- 3.2.1 The policy may be renewed on the annual renewal date if You pay Your premium on or before the annual renewal date. This renewal date will be the due date for payment of the premium.
- 3.2.2 If We do not receive Your premium on the due date, or within 15 (fifteen) days thereafter, for whatever reason, Your policy will automatically lapse and there will be no cover for the date of renewal.
- 3.2.3 If We do not receive Your premium in the month of inception (in the first month), for whatever reason, the policy shall be void from the first inception date.
- 3.2.4 If there is a total loss during the period of insurance, the premium remains due to Us and is therefore not refundable.

## 4 CANCELLATION

- 4.1 You may cancel the policy at any time by giving written notice to Us. On the cancellation of an annual policy, You shall be entitled to a refund premium less the premium at Our short period rates, for the time the policy has been in force.
- 4.2 We may cancel this policy or any section or part of it by giving You 30 (thirty) day's written notice thereof at the postal address as shown in the schedule.
- 4.3 The Policy will be cancelled if premiums for 2 (two) consecutive periods of the Policy are not paid and We will make no further requests for premiums from You or Your paying agent.
- 4.4 If You put a stop payment on Your premium, this policy will be cancelled from the date that the premium was due to be paid.

## 5 NO PREMIUM REFUND AFTER MAXIMUM COMPENSATION

If We indemnify You for a claim up to the total sum insured or limit of compensation or value of the item claimed, We will not refund premium for the remainder of the period of Your insurance for that event or item.

## 6 AUTOMATIC INCREASE MARGIN

The sums insured under Household Contents and Home Owners will be increased automatically on the anniversary date of this policy by a percentage commensurate with consumer price indices (CPI), building cost index rate and other economic indicators. This does not relieve You of Your responsibility to ensure that the sums insured represent the full value of the property at all times.

Should a claim arise prior to the anniversary date of the policy, the sums insured of the above will be proportionally increased in relation to the period of insurance.

## 7 YOUR DUTY OF CARE

You must at all times take all reasonable precautions and all reasonable steps in:

- 7.1 Maintaining the property/s insured under this policy in good condition and repair;
- 7.2 Safeguarding the property/s insured under this policy and ensuring that every item is afforded a level of care and protection commensurate with its value;
- 7.3 Preventing or minimising accidents, bodily injury, illness, loss or damage.

## 8 COMMUNICATION, INSTRUCTION AND NOTICE

You must communicate with Us or Your broker, in writing, if any changes to Your Policy must be made when Your circumstances change. To ensure continuous cover, You need to notify Us before such changes occur.

Should the changes be acceptable to Us, they will be effective on the terms from the date agreed upon, subject to our conditions being complied with and receipt of the premium on the due date as agreed. We will confirm these changes by sending You or Your broker an updated Schedule of Insurance.

## 9 RIGHT TO CEDE

This policy gives rights to the person(s) named in the Schedule only. Any extension of Our liability for the losses of any other person gives no right to that person to claim against Us. The person named in the Schedule only must claim on behalf of the person. We will handle the matter on Your behalf. You may not cede Your rights. We may require that the person whose loss is dealt with under this clause to cede their rights against any party liable to them for their loss.

## 10 CLAIMS

### 10.1 CLAIMS PROCEDURE

When an insured event happens, which may result in a claim, You, or any other person who seeks to claim against this policy, must do the following or forfeit Your right to claim:

- 10.1.1 You must notify Us as soon as possible after any event that may result in a claim and provide Us with details of any other policy which covers the same event;
- 10.1.2 You must supply Us with full written details of the event not later than 30 (thirty) days after the occurrence thereof as well as all documentation We require proof of ownership and value of the items concerned not later than 14 (fourteen) days after We have requested it.
- 10.1.3 You must report to the police within the required period by Law.
  - 10.1.3.1 Within 48 (forty-eight) hours, or as soon as reasonably possible, of any event of loss or damage of property.
  - 10.1.3.2 Within 24 (twenty four) hours if an accident occurs on a public road.
- 10.1.4 You may not without Our written consent, admit any liability, offer, promise to/or pay in respect of any event that may result in a claim.
- 10.1.5 You must allow Us to enter the premises where the event took place and take possession of any damaged property insured by this policy and deal with it in a manner We consider reasonable. You may not abandon any property to Us, whether We have taken possession of it or not.

### 10.2 SETTLEMENT OF CLAIMS

- 10.2.1 We may decide whether We want to settle Your claim by repairing or replacing or by paying the replacement value in cash, less the value of the damaged property or a combination of the three, but subject always to the limit of indemnity stated in this Policy. You have to sign a release in Our favour before We will pay a claim. Should We decide to replace or repair We will use suppliers of Our choice in exercising affordable settlements and excellent service to You.
- 10.2.2 Our settlement is limited to the Sum Insured as defined under the heading "Definitions".
- 10.2.3 If We replace or repair, We will not be obliged to do so exactly, but only as circumstances reasonably allow. If We repair or replace any loss or damage, We may use any supplier or repairer of Our choice.
- 10.2.4 Before We finalise or settle any claim, We may require You to sign an agreement of loss.
- 10.2.5 All claims will be paid by means of Electronic Funds Transfer (EFT) and all cash settlements will be paid into the account from which the policy premium is paid unless specifically agreed by Us.
- 10.2.6 No interest will be payable on any amount due by Us in terms of this policy unless a Court of Law orders otherwise.

### 10.3 SUBROGATION

- 10.3.1 At Our expense You must do, or allow Us to do everything that may be necessary, or reasonably required by Us, to enforce the right to claim on Your behalf and in Your name, whether before or after We have paid the claim. If You do not do so, You may lose all benefits under this policy and/or be required to repay to Us any benefit You have received.
- 10.3.2 When We settle a claim, Your rights to claim against other people are automatically transferred to Us.

- 10.3.3 You must allow Us to enter the building or premises where the loss or damage took place and to take possession of the damaged property covered by this policy and to deal with it in a reasonable manner.
- 10.3.4 You must supply all information and assistance which We may reasonably require and We have the right to take over the defence or settlement of a claim and conduct it in Your name.
- 10.3.5 We have the right at any time to relinquish the control of any defence, settlement or proceedings and to pay You the full amount of Our liability, or any lesser amount for which the claim can be settled, after which We will not have any further liability to You.

#### 10.4 CORRECTIVE ACTION

We may after a loss, review the terms of this agreement with due consideration of any notice period required.

#### 10.5 TIME LIMITS

- 10.5.1 We will notify You of the rejection of a claim within 10 (ten) days after the decision has been made.
- 10.5.2 If We reject the claim in writing, You have 90 (ninety) days from the receipt of Our letter to present a representation.
- 10.5.3 We will make a final decision and will notify You in writing within 45 (forty-five) days after receipt of Your representation.
- 10.5.4 If Our decision rejecting the claim remains unchanged, You have a further 180 (one hundred and eighty) days to institute legal actions against Us.
- 10.5.5 We are not liable for compensation after 12 (twelve) months from the date of the event, unless the claim is:
  - 10.5.5.1 The subject of pending court action or arbitration
  - 10.5.5.2 For amounts for which You may become legally liable.

### 11 INFORMATION THAT AFFECTS AND CHANGES THE RISK

There is an obligation on You to advise Us immediately on the happening of any event that may affect Our decision to accept the risk or the terms on which We accepted the risk or Our continued acceptance of the risk. Should You not adhere to these obligations, We may void the whole or any part of this policy and/or section as from inception or date of change. The following list is an indication of facts that We consider material that may affect our decision:

- 11.1 Misrepresentation of any material and personal details that could affect the risk.
- 11.2 Not notifying Us immediately about a change to Your financial position such as retrenchment, sequestration and financial administration orders, civil judgments, liquidations of companies in which You have an interest or an inability to pay Your debts or for any reason whatsoever.
- 11.3 Not notifying Us immediately about any criminal investigation and/or conviction of any person covered in terms of this policy such as driving under the influence, fraud etc.
- 11.4 Not notifying Us immediately of any change in the value of an item other than normal economical factors, location, security, condition, ownership, etc.

For this General condition, the term "You" includes any person acting on Your behalf.

### 12 REINSTATEMENT OF THE INSURED AMOUNTS OR LIMITS OF COMPENSATION

The insured amounts will not be reduced by the amount of any claim. We may, nevertheless, request You to pay the additional Premium, having regard to the amount of the claim from the date of the loss or damage to the expiry of the Period of Insurance. This applies separately to each Section of this Policy.

### 13 AVERAGE

This condition will be applicable to the Contents, Home Owners and Watercraft sections of the policy and separately to each item in the schedule of insurance.

If the amount needed to replace all Your insured property with similar new property after an event, is more than the insured amount, We will not pay the full amount of the loss or damage. The difference between the insured amount and the amount needed to replace all the insured property

will be paid by you.

Therefore, You will be responsible for a proportional share of the costs.

For example, if You suffer damage to the value of R100 000 (one hundred thousand rand) and You are insured for R500 000 (five hundred thousand rand), but the replacement value of the property is R1 000 000 (one million rand), it means that You are insured for half of the replacement value and the other half of R50 000 (fifty thousand rand) must be covered by yourself.

The calculation will be as follows:

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

$$\text{Calculation: Underinsurance} \quad \frac{R 100\ 000}{1} \times \frac{R 500\ 000}{R 1\ 000\ 000}$$

We will only pay You R50 000 (i.e 50% underinsured)

Where a Value at Risk Survey (VAR) has been conducted by a Valuator appointed, and approved by Us and the sum insured as stated in the schedule is equivalent to the value as stated in the VAR, average will not apply if:

- 13.1 The VAR is not older than 24 (twenty four) months;
- 13.2 We are notified of any newly acquired items purchased and the sum insured has been adjusted accordingly;

Jewellery, fine arts, antiques, collectables and silver do not form part of the VAR unless an updated valuation certificate accompanies the report.

## 14 AMOUNT PAYABLE BY YOU

You will be liable for the Excess amount.

The "excess" is the amount You must pay before We settle any claim. The annexure/schedule of this policy will show whether an excess applies. If the excess is based on a percentage of the loss or damage, the percentage will be applied to the gross amount of the loss or damage that has occurred.

- 14.1 A basic excess is payable on each and every claim unless indicated otherwise on the schedule
- 14.2 In the event where a claim arises under more than one section of this policy, the excess payable by You for each and every section will apply. Where more than one excess is payable by You, under a specific section, only the largest excess will apply.
- 14.3 An additional excess may be applicable if indicated in the schedule. The total excess will be calculated by adding together the basic and additional excess and then deducting the sum of these excesses from the gross claim amount. Additional excesses mean voluntary as well as compulsory excesses such as age excesses.

## 15 SHARING OF INSURANCE INFORMATION AND YOUR AUTHORISATION TO US

### 15.1 SHARING OF INFORMATION

We reserve the right to disclose any of your information to any database recognized by the South African Insurance Association (SAIA). We will store Your information in the shared database to verify any underwriting information against legally recognised sources or databases.

### 15.2 YOUR RIGHT TO PRIVACY

The Constitution of the Republic of South Africa, 1996 protects Your right to privacy, but is however restricted in certain circumstances, which includes cases where the parties disclosing this information has a legal interest in that information. This means that in terms of South African law, if We intend using it to prevent fraud and to underwrite risks fairly, We may disclose and/or receive the relevant information.

### 15.3 YOUR AUTHORISATION TO US

- 15.3.1 You acknowledge that the sharing of information for underwriting and claims purposes, under the circumstances as mentioned in condition 15.2 above, is in the public interest, as it will enable insurers to underwrite policies and assess risks fairly, and to reduce the incidence of fraudulent claims.
- 15.3.2 You acknowledge waiving Your right to privacy, On Your behalf and on behalf of any person who You represent, for any underwriting and claims information for any insurance policy or claim made by You or on Your behalf.
- 15.3.3 You agree that such information may be stored in the shared database and used as set out above.
- 15.3.4 You agree that such information may be given to any insurer or its agent.
- 15.3.5 You agree that any underwriting information may be verified against and shared with legally recognised sources or databases.

### 16 CONTRACTUAL LIABILITY

We will not indemnify You for any loss arising from contractual liability, unless legal liability would have existed in the absence of such contract or agreement.

### 17 TERRITORIAL LIMITS

Other than All Risks and Personal Accident cover which is worldwide (unless otherwise stated in the schedule of insurance), the territorial limits of the cover afforded by this policy are limited to the Republic of South Africa, Namibia, Lesotho, Swaziland, Botswana, Malawi, Mozambique, Zambia and Zimbabwe.

### 18 JURISDICTION

The jurisdiction of this policy is subject to the jurisdiction of the courts of the Republic of South Africa and South African law will apply.

### 19 REPATRIATION COSTS

If an insured vehicle is damaged outside of the borders of the Republic of South Africa but within the mentioned territorial limits, We will pay the necessary costs incurred by You for returning it to the Republic of South Africa up to the amount as shown in the schedule of Insurance..

### 20 LEGAL LIABILITY

- 20.1 You can only be indemnified under one of the Sections of this Policy for any legal liability, arising from the same cause, relating to the same property and/or liability.
- 20.2 You can only be indemnified under one of the Sections of this Policy, arising from the same cause, relating to the same property.

### 21 WARRANTIES/NOTES/ENDORSEMENTS

Cover is subject to the warranties as stated in the "WARRANTIES/NOTES/ENDORSEMENTS" Section on the Schedule.

If You are receiving a discount for precautionary measures taken on any Section of the Policy and these measures are not in place, maintained and/or operational at the time of the loss or damage for which a claim is submitted, We may reject Your claim.

- 21.1 A warranty is a statement or a condition which is an essential element of the contract and which thus determines the validity of the contract. It must consequently be strictly observed and complied with.
- 21.2 If You state as fact that You have not submitted any claims in a specified period We use this information as a basis of our agreement when insuring Your items. If Your statement is false, then it is a breach of the warranty and We have the right to cancel Your policy from the start.
- 21.3 If We require security measures to Your Vehicle or Dwelling, the measures become a condition for theft cover in the applicable Section of the Policy.
- 21.4 If We allow a premium discount for security measures on any Section of the Policy, it becomes a condition for cover in that Section.
- 21.5 If You fail to comply with warranties, or if You provide incorrect facts, it may result in a claim being rejected, or the policy being cancelled from that date or later.

## 22 INSURABLE INTEREST

- 22.1 You must have an insurable interest in any item insured under this policy as at the date of the commencement of each period of insurance and at the date of the event.
- 22.2 Insurable Interest means that You are the owner of, or alternatively, the good faith possessor in terms of a credit agreement of the insured item and bear the risk of loss of the item.
- 22.3 If Your interest in the insured item differs from those interests as We have defined, You must advise Us of the nature and extent of such interest before the cover starts. The cover for such item will only start when We have given written confirmation thereof that We agree to insure the property.
- 22.4 Should Your insurable interest in any item insured under this policy change, You have to notify Us in writing of such change, and if You do not, We may reject Your claim relating to that item.

If We say that a claim is not covered because of any of the provisos 22.1, 22. 2 or 22.3 above, then You must prove the contrary.

## 23 OTHER INSURANCE

If a claim is payable under any other policy, as well as this policy, We will only pay our proportional share of the claim be paid.

## 24 MALICIOUS DAMAGE

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained herein, this Policy is extended to cover loss of, or damage, directly occasioned by, or through, or in consequence of the deliberate or wilful or wanton act of any person, committed with the intention of causing such loss or damage, but excluding loss or damage caused by, or arising from, theft or any attempt thereat.

The following are not covered:

- 24.1 Consequential or indirect loss or damage of any kind, or description whatsoever, other than loss of rent if specifically insured;
- 24.2 Loss or damage resulting from total or partial stoppage, or slowing down of work, or the retarding or interruption or cessation of any process or operation;
- 24.3 Loss or damage resulting from any deliberate action or deed by You, or anybody else, who may benefit from the claim.

If We say that a claim is not covered because of any of the provisos 24.1, 24.2 or 24.3 above, then You must prove the contrary.

# GENERAL EXCLUSIONS

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

- 1 Loss or destruction of or damage
  - 1.1 To any property whatsoever, or any loss or expense whatsoever, resulting or arising there from or any consequential loss;
  - 1.2 Death, injury or any legal liability of whatsoever nature directly or indirectly caused by, or contributed to by or arising from, ionising radiations or contamination by radio-activity from any nuclear fuel, or from any nuclear waste combustion of nuclear fuel. For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission.
- 2 Any loss, destruction, damage or legal liability directly or indirectly caused by, or contributed to by, or arising from nuclear weapons material.
- 3 Loss of or damage to property or bodily injury related to or caused by
  - 3.1 Civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the afore going;
  - 3.2 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
  - 3.3 Mutiny, military uprising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege, insurrection, rebellion or revolution;
  - 3.4 Any act (whether on behalf of any organisation, body or 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;
  - 3.5 Any act which is calculated or directed to bring about loss or damage or bodily injury, in order to further any political aim, objective or cause or to bring about any social or economic change, or in protest against any State or Government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any Section thereof;
  - 3.6 Any attempt to perform any act referred to in General Exclusion clauses 3.4 or 3.5 above;
  - 3.7 The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in General Exclusion clause 3 above.

If we allege that by reason of any of the General Exclusions in Clause 3 above, loss of/or damage is not covered by this Policy, the burden of providing the contrary shall rest upon You.
- 4 Loss of/or damage caused directly, or indirectly, by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act. No 85 of 1976 or any similar Act operative in any of the territories to which this Policy applies.
- 5 Notwithstanding any provision of this Policy, including any exclusion, exception or extension, or other provision not included herein, which would otherwise override a general exception, this Policy does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of, or in connection with, any act of terrorism, regardless of any other cause or event contributing concurrently, or in any sequence to the loss, damage or expense.

For the purpose of this General Exclusion 5 an act of terrorism includes, without limitation, the use of violence or force, or the threat thereof, whether as an act harmful to human life or not, by any organisation or group of persons, whether acting alone or on behalf of, or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal, ethnic or ideological reasons or purposes, including any act committed with the intention to influence any government, or for the purpose of inspiring fear in the public or any Section thereof.

- 6 Notwithstanding any provision of this Policy, including any exclusion, exception or extension or other provision not included herein, which would otherwise override a general exclusion, this Policy

does not cover:

- 6.1 Loss or destruction of, or damage to any property whatsoever (including a computer), or any loss or expense whatsoever resulting or arising there from;
- 6.2 Any legal liability of whatsoever nature;
- 6.3 Any consequential loss;  
Directly or indirectly caused by, or contributed to by, or consisting of, or arising from the incapacity or failure of any computer, correctly or at all;
  - 6.3.1 to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to, or in connection with such date, or
  - 6.3.2 to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data, or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such date, or
  - 6.3.3 to capture, save, retain or to process any information or code due to programmed errors, incorrect entry, or the inadvertent cancellation, or corruption of data and/or programmes, or
  - 6.3.4 to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction, including any Trojan horse, time or logic bomb, or worm, or any other destructive or disruptive code, media or programmed or interference.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating system or any computer hardware or peripherals and the information or data electronically, or otherwise, stored in, or on, any of the above, whether Your property or not.

Where the loss, damage or liability is attributable to more than one proximate cause, this Exclusion will not apply if any other such cause is an insured peril.

In the event of the mechanical breakdown of any machinery, equipment or Vehicle, We will not pay for the replacement or repair or modification of any part of any computer equipment causing the event, but We will pay for any resultant loss, damage or liability covered under the policy.

- 7 Loss of/or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

If We say that a claim is not covered because of the General Exclusions in 1 to 6 above, then You must prove the contrary.

- 8 Loss or damage resulting directly, or indirectly, from, or in connection with, any actual or purported exchange, cash or credit sale agreement, including theft, by false pretences and/or fraud.
- 9 The carriage of any load or passengers exceeding the load or number of passengers that the Vehicle was originally manufactured or is legally entitled to carry, or the carriage of passengers in or on an open Vehicle.
- 10 Loss or damage caused by Wear and tear, depreciation, electrical or mechanical breakdown, rust, corrosion, mildew, moth, vermin, insects, animals, including Your own domestic pets, any gradually operating cause, and process of dyeing, cleaning or renovating, the action of light or atmospheric conditions.
- 11 The insurance for an insured item shall be void from the first inception date of this policy if any person, other than You, has any right of ownership or of possession or the right to any insured item under the policy, or if You have no title to such item, by reason of such item being stolen property.
- 12 Fraudulent and Intentional acts as follows are not covered

- 12.1 if You or anyone acting on Your behalf uses any fraudulent means to obtain any benefit under this policy, or
- 12.2 if a claim occurs due to a deliberate, wilful, or intentional act committed by You or with Your involvement or anyone acting on Your behalf, or
- 12.3 if information or documents in support of a claim, whether created by You or on Your behalf, is not true, is not complete or is fraudulent, or
- 12.4 if the quantum of a claim is deliberately exaggerated by You or anyone acting on Your behalf.
- 12.5 if loss or damage resulting from any deliberate action or deed by You, or anybody else, who may benefit from the claim.

If it is found that a fraudulent act was submitted the item that is claimed for can be cancelled with immediate effect. The 30 (thirty) days cancellation notice will not be applicable on this item. The remainder of the policy will be subject to the 30 (thirty) days notice of cancellation.

- 13 Any incident for which the associated damage is covered by legislation.

## TOTAL ASBESTOS EXCLUSION CLAUSE

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision which would otherwise override a general exception, this policy does not cover any legal liability, loss, damage, cost or expense whatsoever, or any consequential loss directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos, in whatever form or quantity.

## NUCLEAR CAUSES EXCLUSION CLAUSE

Unless specifically agreed for an insured loss involving nuclear material under determined circumstances, this insurance does not cover loss or damage caused directly, or indirectly, by any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

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

## DEFINITIONS

<b>"Nuclear Material"</b>	A radioactive material containing plutonium, but not exceeding 80 (eighty) percent plutonium 238, or uranium 233 or 235.
<b>"Nuclear Fission"</b>	A nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy.
<b>"Nuclear Fusion"</b>	A nuclear reaction in which atomic nuclei of low atomic number fuses to form a heavier nucleus with the release of energy.
<b>"Nuclear Radiation"</b>	The absorption of electromagnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.
<b>"Nuclear Waste"</b>	A radioactive and extremely toxic by products of nuclear fuel processing plants, and nuclear medicine and nuclear weapons industries. Nuclear waste remain radioactive for thousands of years and have to be buried deep on land or at sea in thick concrete or metal (lead and stainless steel) containers.
<b>"Nuclear Fuels"</b>	A substance that will sustain fission chain reaction so that it can be used as a source of nuclear energy.
<b>"Nuclear Explosives"</b>	An explosive involving the release of energy by nuclear fission or fusion, or both.
<b>"Nuclear Weapon"</b>	A nuclear device designed, used or usable for inflicting bodily harm or property damage.

## DEFINITIONS

<b>“You/Your/Yours/Yourself”</b>	means the names shown in the Schedule, including Your spouse and any other members of Your family or Your spouse’s family who normally live with You and is financially dependent on You.
<b>“We/Us/Our”</b>	means RMB Structured Insurance Limited (RMBSI), the Insurer. RMBSI is a registered Insurer for the purposes of the Short-term Insurance Act 1998 and a licensed financial services provider for the purposes of the Financial Advisory and Intermediary Services Act 2002 as amended from time to time.
<b>“Private Residence”</b>	means the building of Your home of which the risk address is shown in the Schedule, as well as the construction of the walls and roof.
<b>“Secondary Residence”</b>	means the dwelling that is used for vacationing, renting or secondary living purposes.
<b>“Private Residential Structures”</b>	means the building of Your private residence, constructed and situated on the premises as shown in the Schedule, including: <ul style="list-style-type: none"><li>• private outbuildings;</li><li>• Your fixtures and fittings while in or on the structures;</li><li>• fixed recreational and ornamental structures;</li><li>• all paved and surfaced areas of brick, concrete, asphalt or stone (not gravel) including driveways;</li><li>• boundary and other walls, gate posts, gates, all the machinery related to the gates, fences (other than hedges);</li><li>• tennis courts;</li><li>• swimming pool structures, spa baths, saunas and associated machinery and equipment, excluding movable swimming pools;</li><li>• fixed satellite dishes;</li><li>• lightning conductors/masts;</li><li>• fixed generators;</li><li>• borehole machinery supplying water solely for domestic purposes;</li><li>• septic tank structures.</li><li>• public supply or main connections belong to You or for which You are responsible for.</li></ul>
<b>“Risk Address/Premises”</b>	means the address of the premises where Your private residence and outbuilding(s) are situated.
<b>“Outbuildings”</b>	means the rooms, garages and outbuildings which do not interlead with the private residence.
<b>“Standard Construction”</b>	means the buildings which walls are built of brick, stone or concrete and are roofed with slate tiles, concrete, asbestos or metal.
<b>“Tenant”</b>	means a person, other than You, who is occupying Your private residence in terms of a written contract. Not a paying guest, boarder or lodger.
<b>“White Goods”</b>	means loose property of the owner of the building being rent out, i.e. stove, refrigerator/freezer, microwave oven, dishwasher, washing machine and tumble dryer.
<b>“Unoccupied”</b>	means that You as well as any other person authorized by You, are absent at Your private dwelling or residence who resides at the risk address.
<b>“Vacant”</b>	means that nobody is residing at the private residence.

## BASIC COVER

Your buildings will be covered against loss or damage from any cause other than from those listed in the general conditions and exclusions of the policy and the specific exclusions, limits, and conditions of this section, which are the private residential structures of Your home. The Schedule gives its risk address and wall and roof construction. It includes all fixtures and fittings that belong to You as the owner or that You are responsible for as the owner. It does not include any fixtures and fittings that belong to a tenant or for which a tenant is responsible.

## EXTENDED BASIC COVER

### 1 SUBSIDENCE AND LANDSLIP (Basic Cover)

We will indemnify You for loss of or damage caused by subsidence and landslip excluding:

- 1.1 The first amount payable as reflected in the schedule; or
- 1.2 Loss of or damage to drains, water courses, boundary walls, garden walls, screen and retaining walls, gates, posts and fences, drive ways, paving, swimming pool borders and tennis courts; or
- 1.3 Loss or damage caused as a result of the contraction and/or expansion due to soil due to moisture or water content of such soil experienced in clay and other similar soil types; or
- 1.4 Loss or damage as a result of or aggravated by faulty design, or by insufficient compacting or filling or inferior construction, or the removal or weakening of support to any building; or
- 1.5 Loss or damage caused as a result of structure alterations, additions or repairs; including previous repairs which re-manifest; or
- 1.6 Loss or damage caused as a result of surface or subterranean excavations other than in the course of mining operations; or
- 1.7 Loss or damage caused as a result of normal settlement, shrinkage or expansion of the buildings; and
- 1.8 Consequential loss of any kind whatsoever, except loss of rent, when specifically insured under this section.

In any action suit or other proceedings where we allege that, by reason of the provisions of these exceptions. Any damage is not covered by this insurance, the burden of providing the contrary shall be on You.

### 2 LOSS OF RENT

We will indemnify You for the loss of rent by you or the actual expenses for similar alternative accommodation, if we declared your private residence unfit to live in.

- 2.1 This extended basic cover is limited to a maximum of R150 000 (one hundred and fifty thousand rand) per month for a 12 (twelve) month period or for the period we deem to make your private residence suitable to live in.
- 2.2 If "Rent" applies to the House Contents section for the same incident, We will only indemnify You under one of the relevant sections only.

### 3 MIRRORS AND CERTAIN GLASS

We will indemnify You for the cost of replacing fixed glass, mirrors or sanitary ware that forms part of Your private residential structures and which is accidentally broken.

This extended basic cover does not apply if Your private residence is unoccupied and unfurnished for more than 60 (sixty) consecutive days.

### 4 EXTINGUISHING CHARGES

We will be responsible for the actual charges, levied by any authorised fire brigade the actual costs for extinguishing a fire to prevent or reduce loss or damage to Your insured property.

### 5 PROFESSIONAL FEES AND DEMOLITION COSTS

We will pay costs necessarily incurred by You with our written consent:

- 5.1 in demolishing the residence, removing debris from the site and erecting hoardings required for building operations;
- 5.2 for architects', quantity surveyors' and consulting engineers' fees;

5.3 for local authorities' scrutiny fees following loss of or damage, provided that no claim shall exceed the Sum Insured as stated in the Schedule of Insurance.

## 6 PUBLIC SUPPLY OR MAINS CONNECTIONS

We will indemnify You in the event of accidental destruction or damage to water, sewerage, gas, electricity and telephone connections on Your property, or for which You are legally responsible between the said residence and the public supply or mains.

## 7 COVER BEFORE PROPERTY TRANSFER

We will indemnify You for loss or damage to private residential structures, if not insured by the seller or on the seller's behalf, for the period between the signing of the Deed of Sale and the transfer of the property into Your name by the Deeds Office. This only covers property which replaces existing property insured in terms of this policy.

## 8 ALTERATIONS OR ADDITIONS TO YOUR PRIVATE RESIDENTIAL STRUCTURES

We will indemnify You for the increase in value to the Dwelling following alterations, additions and improvements, provided You advise Us within 6 (six) months of completion of such and pay an additional premium based on such alterations, additions or improvements not exceeding 25% (twenty five percent) of the sum insured.

Theft and attempt thereat will be excluded from the cover, unless such theft and attempt thereat is accompanied by actual forcible or violent entry into or exit out of the dwelling and will be subject to an excess as mentioned in the schedule.

## SPECIFIC CLAUSES (Limits)

### 1 SWIMMING POOL AND BOREHOLE MACHINERY

We will indemnify You for the fixed filtration plant or water-pumping machinery on the premises of Your private residence (not automatic pool cleaners) accidentally destroyed or damaged (but not due to Wear and tear).

Our indemnity is limited to the amount shown in the Schedule.

### 2 EMERGENCY ACCOMMODATION

We will indemnify You for emergency accommodation if Your private residential structure is not fit to live in. We will cover You for a maximum of 2 (two) nights or as soon as You are able to arrange for alternative accommodation while Your private residential structure is made fit to live in again.

If the loss was caused by theft, it must be by means of forcible and violent entry.

If this extension applies to the House Contents section for the same incident, We will cover You under one of the relevant sections only.

Our indemnity is limited to the amount shown in the Schedule.

### 3 LOSS OF WATER BY LEAKAGE

We will indemnify You for amounts that You owe local authorities for water which has been lost due to leaking pipes. This will only apply if the following conditions are met:

- 3.1 In the event of the quarterly reading of the water consumption exceeding the average of the previous 12 (twelve) month readings by 50% (fifty percent) or more We will indemnify You for the cost of the additional water consumption.
- 3.2 The compensation shall be payable for not more than 2 (two) separate incidents in any 12 (twelve) month period of insurance;
- 3.3 It shall be a condition precedent to liability under this extension that You shall upon discovery of a leak (by physical evidence or of a receipt of an abnormally high water account) take immediate steps to repair the pipe(s) affected;

- 3.4 This extension does not cover the cost of remedial action including repairs to the pipe(s) affected;
- 3.5 We shall not be liable for claims:
  - 3.5.1 As a result of leaking taps, geysers, toilet systems and swimming pools;
  - 3.5.2 Whilst the property is unoccupied for a period in excess of 60 (sixty) consecutive days unless agreed by us in writing;
  - 3.5.3 Where the water level of a swimming pool has to be topped up as a result of a leaking inlet or outlet pipe.

If "Loss of water by leakage" applies to the Household Contents section in the same incident, We will only indemnify You under one of the relevant sections.

Our indemnity is limited to the amount shown in the schedule.

#### 4 TRACING OF LEAKS

We will indemnify You for the fair and reasonable cost of tracing the source of a water, gas or oil leak from any fixed domestic water or heating appliance and any resulting and necessary repairs to floors, walls and ceilings. If not the costs will be carried by You. The first sign of the leakage must have taken place after the start date of this section.

This cover does not include the cost of repairing the leak.

If "Tracing of Leaks" applies to the Household Contents section in the same incident. We will only indemnify You under one of the relevant sections.

Our indemnity is limited to the amount shown in the Schedule.

#### 5 REMOVAL OF FALLEN TREES, DAMAGE TO GARDENS AND LANDSCAPING

We will indemnify You as follows:

- 5.1 For the reasonable cost of removing trees that fell due to fire, lightning, explosion, storm, wind, water, hail or snow. You must get our written consent before removing fallen trees.

Our compensation is limited to the amount shown in the Schedule.

- 5.2 For damage to irrigation systems, trees, shrubs, lawn and plants caused by fire lightning, explosion, storm, wind, water, hail, snow or arising from accidents by vehicles or aircraft or people fighting fire at Your private residential structures.

Our indemnity is limited to the amount shown in the Schedule.

#### 6 ESSENTIAL ALTERATIONS

We will indemnify You for the fair and reasonable costs for alterations to the private residential structures if these are necessary because of an accident that caused bodily injury and leaves You permanently confined to a wheelchair during the period of this policy.

This extension will only apply if the injury occurred whilst You are residing at the risk address during the period of insurance as shown in the schedule of this policy.

If You have received any compensation under any other section of this policy during the period of insurance, the benefit in terms of this extension will be declined.

Our indemnity is limited to the amount shown in the Schedule.

#### 7 MEDICAL EXPENSES OF GUESTS OR VISITORS

We will indemnify You for the medical expenses of Your guest or visitor incurred as a result of an accidental bodily injury at Your premises, and subject to the following conditions:

- 7.1 You incurred and paid for the medical expenses;
- 7.2 A defect in the private residence structure or premises at the risk address, was the direct cause of the injury;
- 7.3 No compensation was received or is receivable from another insurance policy or facility.

The payment of this benefit will not be regarded as any admission of any liability resulting from this event.

Our indemnity is limited to the amount shown in the Schedule.

## 8 MEDICAL EXPENSES OF DOMESTIC EMPLOYEES

We will indemnify You for the medical expenses of domestic employees incurred as a result of an accidental bodily injury at Your premises, and subject to following conditions:

- 8.1 You employ the domestic employees by written contract at the risk address;
- 8.2 You incurred and paid the medical expenses;
- 8.3 A defect in the private residence structure or premises at the risk address, was the direct cause of the injury;
- 8.4 No compensation was received or is receivable from another insurance policy or facility.

The payment of this benefit will not be regarded as any admission of any liability resulting from this event.

Our indemnity is limited to the amount shown in the Schedule.

## 9 GUARDS

We will indemnify You for the employment of guards to protect Your private residential structure after loss of or damage has occurred provided it has been agreed with a registered security company who is a member of SAIDSA (South African Intruder Detection Systems Association) or who has been approved by SAIA Approved (Pty) Limited.

If this extension applies to the House Contents section for the same incident, We will cover You under one of the relevant sections only.

Our cover is limited to the maximum days allowed and amount per day as shown in the Schedule.

## 10 BURST GEYSERS

We will cover You for the costs in replacing Your geyser with a similar size should You contact our 24 (twenty four) hour assistance line who will appoint an approved service provider to replace the burst geyser. If not, the cover will be limited to no more than the amount as shown in the schedule.

## 11 TEMPORARY REMOVAL OF FIXTURES

We will indemnify You for loss of or damage to permanent fixtures temporarily removed from the building for repair or restoration provided that such items are not removed for a period exceeding 60 (sixty) days.

Our indemnity is applicable to the percentage and limited to the amount as shown in the schedule.

## 12 WILD ANIMAL DAMAGE

Accidental damage to buildings such as guttering, roofing, windows caused by wild animals such as baboons. An additional excess is applicable if the residence is unoccupied at the time, i.e. holiday home.

Our indemnity is limited to the excess and amount shown in the schedule of insurance.

## OPTIONAL EXTENSIONS

(Only if shown in the Schedule as included and a premium has been paid)

### 1 SUBSIDENCE AND LANDSLIP (Extended Cover)

We will indemnify You for loss of or damage caused by subsidence and landslip subject to a geotechnical engineers report being provided by You and accepted by Us in writing. The expense of such report shall be borne by You.

This extension does not cover:

- 1.1 The first amount payable as reflected in the schedule; or
- 1.2 Loss of or damage to drains, water courses, boundary walls, garden walls, retaining walls, gates, posts and fences unless specifically insured; or
- 1.3 Loss or damage as a result of or aggravated by faulty design, inferior construction, or the removal or weakening of support to any building; or

- 1.4 Loss or damage caused as a result of structure alterations, additions or repairs, including previous repairs which re-manifest; or;
- 1.5 Loss or damage caused as a result of surface or subterranean excavations other than in the course of mining operations; or
- 1.6 Consequential loss of any kind whatsoever, except loss of rent, when specifically insured under this section.

In any action suit or other proceedings where we allege that, by reason of the provisions of these exceptions. Any damage is not covered by this insurance, the burden of providing the contrary shall be on You.

## 2 WHITE GOODS

Accidental damage to white goods held in the building which is rent out, caused by fire, lightning, explosion, thunderbolt and subterranean fire, storm, wind, hail, snow or flood and theft by means of visible, violent and forcible entry into the building, provided that the building is insured with Us.

Our indemnity is limited to the amount shown in the Schedule.

## 3 MATCHING BUILDING MATERIALS

We will pay for matching building materials to create a uniform effect throughout your private residential structure following a claim for the replacement of damaged property up to the amount as shown in the schedule.

## 4 POWER SURGE

We will indemnify You for damage to electronic/electrical equipment that forms part of the fixtures and fittings of the dwelling, if such damage is caused by power surges up to the limit as shown in the schedule.

Any damage as a result of ripple relay switching, load shedding and/or as a result of any maintenance resulting from it, will not be covered.

## CONDITIONS

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

The property must be insured, during the period of insurance, for the current replacement value of similar new property.

We may decide to indemnify by means of repairing, replacing, paying cash or any combination of the said methods.

Payments under the heading "Specific Clauses" are additional to the insured amount as shown in the schedule for Basic Cover.

The basis of indemnity to the insured building, or part of it, is limited to the sum insured as shown in the schedule.

Our indemnity for a single claim or series of claims arising from a single event will be limited:

- 1.1 to the sum insured under the Basic Cover; or
- 1.2 to the actual costs under Extended Basic Cover or,
- 1.3 to the amount shown in the schedule under Specific Clauses or
- 1.4 to the insured amount shown in the Schedule regarding optional extensions.

### 2 TENANTS

This insurance will not be invalidated by any act or omission of a tenant of Yours without Your knowledge, provided You notify us as soon as such act or omission comes to Your knowledge.

### 3 INTERESTS OF MORTGAGEE

The interests of the mortgagee:

- 3.1 Ranks prior to Your interests;
- 3.2 Are limited to the amount owing to the mortgagee by You on the home loan account in respect of the insured dwelling;
- 3.3 Will not be invalidated by any act or omission of Yours where the mortgagee was not aware of or could not reasonably have been aware of such act or omission.

### 4 MATCHING BUILDING MATERIALS

Where this optional extension has not been selected, We are not obliged to repair the insured property exactly or precisely, but only as circumstances reasonably allow.

Where We cannot achieve an exact match, We will use materials that, in our opinion, match the damaged or lost materials as closely as possible and will restructure only the area or part of the room where the loss or damage has occurred.

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

### 5 AMOUNT PAYABLE BY YOU

You are liable for the excess amount and/or percentage as shown in the schedule of insurance for each and every event. Refer to "General Conditions" paragraph 14.

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

## NOT COVERED BY THIS SECTION

None of the following are covered, unless specifically included or has a value in the Schedule:

- 1 Loss or damage caused by demolition, alteration, construction, cleaning, renovation, repair, restoration or any similar process;
- 2 Loss or damage caused by rot, rising damp, fungus, mould, infestation, insects or vermin;
- 3 Loss or damage caused by any damage as a result of a rise in the water table except as a result of a storm;
- 4 Loss or damage caused by any damage as a result of acid mine water;
- 5 Loss or damage caused by weeds or roots;
- 6 Loss or damage caused by chipping, scratches, disfiguration or discolouration;
- 7 Loss or damage caused by wear and tear or other gradually operating causes;
- 8 Loss or damage caused by or as a result of lack of maintenance to Your Dwelling;
- 9 Loss or damage caused by faulty design and/or construction;
- 10 Loss or damage caused by storm, wind, water, hail or snow during renovations, additions or extensions if the loss or damage is caused by or made worse by the renovations, additions or extensions;
- 11 Theft or attempted theft while Your private residence is lent, let or sublet unless such theft is accompanied by visible, violent or forcible entry into the premises.;
- 12 Loss, damage or breakage covered by any guarantee, service contract, purchase contract or any purchase agreement;

- 13 Consequential loss or damage of any kind whatsoever, except as specifically provided for under Loss of Rent;
- 14 Any claim arising out of any contractual liability unless legal liability would have existed in the absence of such contract or agreement;
- 15 Loss or damage to any Dwelling or Outbuilding if the construction of the Dwelling or Outbuilding is nonstandard, unless specified on the Schedule and You have paid the additional premium that We require, and have met any specific requirements in respect of such Dwellings or Outbuilding as specified in the warranty /note/endorsement Section of the Schedule;
- 16 Loss of, or damage to, the Dwelling in the event that it is unoccupied for more than 60 (sixty) consecutive days per year unless We agree otherwise in writing;
- 17 We will also not be liable under more than one of the Sections of this Policy for any legal liability, arising from the same happening, for the same property or liability;
- 18 Loss or damage as a result of electrical or mechanical breakdown due to power surge.

## DEFINITIONS

<b>"You/Your/Yours/Yourself/"</b>	means the names shown in the Schedule, including Your spouse and any other members of Your family or Your spouse's family who normally live with You and who are financially dependent on You.
<b>"We/Us/Our"</b>	means RMB Structured Insurance Limited (RMBSI), the Insurer. RMBSI is a registered Insurer for the purposes of the Short-term Insurance Act 1998 and a licensed financial services provider for the purposes of the Financial Advisory and Intermediary Services Act 2002 as amended from time to time.
<b>"Primary Residence"</b>	means the dwelling in which You reside on a full time basis.
<b>"Secondary Residence"</b>	means the dwelling that is used for vacationing, renting or secondary living purposes.
<b>"Private Residence"</b>	means the building of Your home of which the risk address is shown in the Schedule, as well as the construction of the walls and roof.
<b>"Outbuilding/Buildings"</b>	mean the rooms, garages and outbuildings which do not interlead with the private residence and are situated at and used in relation to Your private residence at the risk address.
<b>"Risk Address/Premises"</b>	means the address of the premises where Your private residence and outbuilding(s) are situated.
<b>"Standard Construction"</b>	means the buildings which walls are built of brick, stone or concrete and are roofed with slate tiles, concrete, asbestos or metal.
<b>"Tenant"</b>	means a person, other than You, who is occupying Your private residence in terms of a written contract. Not a paying guest, boarder or lodger.
<b>"Unoccupied"</b>	means that You as well as any person authorized by You, are absent at Your private dwelling or residence.
<b>"Vacant"</b>	means that nobody is residing at the private residence.
<b>"Money"</b>	means cash, cheques, traveller's cheques, postal orders, money orders, travel and other tickets, gift vouchers/cards and current postage stamps.
<b>"Burglary"</b>	means the unlawful taking of another person's property with the intention to deprive them of" permanent ownership when it is accompanied by breaking into or out of a building by actual, visible, forcible and violent means.
<b>"Theft"</b>	means the unlawful taking of another person's property with the intention to deprive them of permanent ownership when it is not accompanied by breaking into or out of a building by actual, visible and forcible means.
<b>"Mobile Communication Devices"</b>	means portable electronic items, used for mobile communication, including all accessories (e.g. cellular phones, satellite navigation system receivers [GPS's]).
<b>"Portable Electronic Device"</b>	means a device that is capable of storing, processing and transmitting data which is small enough to be carried by hand i.e. laptops, kindles, iPads and tablet devices.
<b>"Personal Belongings"</b>	means property that You own and which You normally wear or carry on Your body but not inside Your body.

**“Assets All Risks”** means personal belongings removed from/or outside the private residence which is covered for loss of/or damage worldwide.

## BASIC COVER

You are covered for loss or damage to personal effects that belongs to You or for which You are responsible at the risk address shown in the Schedule up to the sum insured.

It includes:

- 1 household contents;
- 2 personal effects designed to be worn by You or on the person;
- 3 fixtures and fittings that belong to You as the tenant, not the owner of the private residence.

## EXTENDED BASIC COVER

These extensions are applicable to the policy conditions and exclusions where applicable.

### 1 YOUR PERSONAL BELONGINGS

- 1.1 Assets outside and/or removed from the private residence up to the sum insured stated in the schedule, limited to R100 000 (one hundred thousand rand) per item. This cover excludes assets/personal belongings of full time students not residing with You and parents/grandparents in nursing homes;
- 1.2 Deposited for safe keeping at any hotel, guest house, club, bank, safe deposit or registered furniture storehouse;
- 1.3 While inside the building of a business for the purpose of making up, altering, renovating, repair, cleaning or dyeing, excluding theft or attempted theft;
- 1.4 Whilst in transit, limited to theft accompanied by forcible, violent and visible entry, lightning, explosion, collision or overturning of the conveying vehicle while You are in the process of permanently moving to a different risk address, or while Your insured property is being transported to or from any registered furniture storehouse, by a furniture removal contractor. Cover excludes any damage to breakable articles like glass and china unless such articles were packed by the furniture removal contractor and are not otherwise insured;
- 1.5 For theft whilst in transit to or from any bank or safe deposit facility;

### 2 EXTINGUISHING CHARGES

We will indemnify You for the actual costs charged by an authorised body for extinguishing a fire to prevent or reduce loss or damage to Your insured property.

### 3 DEBRIS REMOVAL

We will indemnify You for the actual costs of removing Your damaged insured property from Your premises following a claim.

### 4 NEW ACQUIRED CONTENTS

We will indemnify You for the increase in value to the household contents following additional purchases, provided You advise Us within 6 (six) months of the purchase of such property and an additional premium has been paid to Us, and does not exceed 25% (twenty five percent) of the sum insured or R100 000 (one hundred thousand rand) whichever is the lesser.

## SPECIFIC CLAUSES (Limits)

These limits to the extended basic cover are applicable to the policy conditions and exclusions where applicable.

### 1 LOSS OF RENT

We will indemnify You for the loss of rent by You or the actual expenses for similar alternative accommodation, if We declared Your private residence unfit to live in.

1.1 This cover is limited to the amount as shown in the schedule for a 12 (twelve) months period or for the period we deem to make Your private residence suitable to live in.

1.2 If "Rent" applies to the Home Owners section in the same incident, We will only indemnify You under one of the relevant sections only.

### 2 EMERGENCY ACCOMMODATION

We will indemnify You for emergency accommodation if Your private residential structure is not fit to live in. We will cover you for a maximum of 2 (two) nights or as soon as You are able to arrange for alternative accommodation while Your private residential structure is made fit to live in again.

If the loss was caused by theft, it must be by means of forcible and violent entry.

If this extension applies to the Home Owners section for the same incident, We will cover You under one of the relevant sections only.

Our indemnity is limited to the amount shown in the Schedule.

### 3 LOSS OF WATER BY LEAKAGE

We will indemnify You for amounts that You owe local authorities for water which has been lost due to leaking pipes. This will only apply if the following conditions are met:

3.1 In the event of the quarterly reading of the water consumption exceeding the average of the previous 12 (twelve) month readings by 50% (fifty percent) or more We will indemnify You for the cost of the additional water consumption;

3.2 The compensation shall be payable for not more than 2 (two) separate incidents in any 12 (twelve) month period of insurance;

3.3 It shall be a condition precedent to liability under this extension that You shall upon discovery of a leak (by physical evidence of on receipt of an abnormally high water account) take immediate steps to repair the pipe(s) affected;

3.4 This extension does not cover the cost of remedial action including repairs to the pipe(s) affected;

3.5 We shall not be liable for claims:

3.5.1 As a result of leaking taps, geysers, toilet systems and swimming pools;

3.5.2 Whilst the property is unoccupied for a period in excess of 60 (sixty) consecutive days unless agreed by Us in writing;

3.5.3 Where the water level of a swimming pool has to be topped up as a result of a leaking inlet or outlet pipe.

If "Loss of water by leakage" applies to the Home Owners section in the same incident, We will indemnify You under one of the relevant sections only.

Our indemnity is limited to the amount shown in the schedule.

### 4 TRACING OF LEAKS

We will indemnify You for the fair and reasonable cost of tracing the source of a water, gas or oil leak from any fixed domestic water or heating appliance and any resulting and necessary repairs to floors, walls and ceilings. If not the costs will be carried by You. The first sign of the leakage must have taken place after the start date of this section.

This cover does not include the cost of repairing the leak.

If this section applies to the Home Owners section in the same incident, We will only indemnify You under one of the relevant sections.

Our indemnity is limited to the amount shown in the Schedule.

## 5 THEFT OF MONEY

We will indemnify You for theft of money from Your private residence up to the amount shown in the schedule. However, theft of money will be subject to forcible, violent and visible entry.

## 6 ACCIDENTAL DEATH

If You or members of Your family normally residing with You, sustain accidental bodily injury and die as a result of the injury within a 90 (ninety) day period, We will pay the amount as shown in the schedule.

If "Accidental Death" applies to any other section in the same incident, We will indemnify You under one of the relevant sections only.

## 7 VETERINARY EXPENSES

We will indemnify You up to the limit as shown in the schedule for veterinary expenses You incur because of Your pet being injured in a road accident.

## 8 LOSS OF KEYS

We will indemnify You for the cost of replacing locks and keys, including any remote controls and, if necessary, the reprogramming of any coded security system of Your private dwelling following a loss.

Our indemnity is limited to the amount shown in the Schedule.

## 9 MEDICAL EXPENSES OF GUESTS OR VISITORS

We will indemnify You for the medical expenses of Your guest or visitor incurred as a result of an accidental bodily injury at Your premises, and subject to the following conditions;

9.1 You incurred and paid for the medical expenses;

9.2 A defect in the private residential structure or premises at the risk address, was the direct cause of the injury;

9.3 No compensation was received or is receivable from another insurance policy or facility.

The payment of this benefit will not be regarded as any admission of any liability resulting from this event.

Our indemnity is limited to the amount shown in the Schedule.

## 10 MEDICAL EXPENSES OF DOMESTIC EMPLOYEES

We will indemnify You for the medical expenses of domestic employees incurred as a result of an accidental bodily injury at Your premises, and subject to the following conditions:

10.1 You employ the domestic employees by written contract at the risk address;

10.2 You incurred and paid the medical expenses;

10.3 Defect in the private residential structure or premises at the risk address, was the direct cause of the injury;

10.4 No compensation was received or is receivable from another insurance policy or facility.

The payment of this benefit will not be regarded as any admission of any liability resulting from this event.

Our indemnity is limited to the amount shown in the Schedule.

## 11 PROPERTY OF GUESTS

This is covered under the same terms and conditions as the rest of this Section, with any one item limited to R2 000 (two thousand rand), excluding money, pre-paid cellular or phone vouchers and any other negotiable instruments.

This extension does not apply if Your guests have insurance that covers this risk.

Our indemnity is limited to the amount as shown in the Schedule.

## 12 PERSONAL BELONGINGS OF DOMESTIC EMPLOYEES

This is covered under the same terms and conditions as the rest of this Section, with any one item limited to R2 000 (two thousand rand), excluding money, pre-paid cellular or phone vouchers and any other negotiable instruments, provided that theft is subject to forcible, visible or violent entry.

This extension does not apply if Your domestic employees have insurance that covers this risk.

Our indemnity is limited to the amount shown in the Schedule.

## 13 PERSONAL BELONGINGS OF PARENTS/GRANDPARENTS IN NURSING HOMES

This is covered, under the same terms and conditions as the rest of this Section, excluding money, pre-paid cellular or phone vouchers and any other negotiable instruments, while their personal belongings are inside a nursing home, provided that theft is subject to forcible, visible or violent entry.

This cover does not extend to any belongings taken out of the risk address unless specifically insured under any other section of the policy.

This extension does not apply if Your grandparents/parents have insurance that covers this risk.

Our indemnity is limited to the amount shown in the Schedule.

## 14 PERSONAL BELONGINGS OF FULL TIME STUDENTS

This is covered under the same terms and conditions as the rest of this Section, excluding money, pre-paid cellular or phone vouchers and any other negotiable instruments, while personal effects of Your children are kept inside an university/technikon residence, flat or hostel, at the address and to the amount as shown in the schedule, where they normally reside as a student provided that theft is subject to forcible, visible or violent entry.

However, this extension also provides cover outside the mentioned address, limited to the amount as shown in the schedule.

## 15 CONTENTS OF REFRIGERATORS AND FREEZERS

We will indemnify You for accidental loss of foodstuff kept in any refrigerators or freezers inside Your private residence and outbuildings due to;

15.1 Breakdown of or accidental damage to the unit;

15.2 A change in temperature if not resulting from someone adjusting the temperature control or spoiling as a result of non-payment or non-purchase of power or any type of fuel.

This cover is for 1 (one) event in any 12 (twelve) month period and limited to the amount shown in the Schedule.

## 16 TRAUMA TREATMENT

We will indemnify You if you are a victim of a violent act due to theft, burglary, hijacking or fire that occurred in Your private residence or on Your premises, for the cost of trauma treatment provided by a registered professional counsellor incurred and paid for by You, and not otherwise recoverable from any other insurance or facility.

Our indemnity is limited to the amount shown in the Schedule.

## 17 GUARDS

We will indemnify You for the employment of guards to protect Your private residential structure after loss of or damage has occurred provided it has been agreed with a registered security company who is a member of SAIDSA (South African Intruder Detection Systems Association) or who has been approved by SAIA Approved (Pty) Limited.

If this extension applies to the Home Owners section for the same incident, We will cover You under one of the relevant sections only.

Our cover is limited to the maximum days allowed and amount per day as shown in the Schedule.

## 18 OFFICE CONTENTS

Business goods and equipment contained in an office within the dwelling, for which We will indemnify You up to the amount as shown in the schedule of insurance, in any 12 (twelve) months period of insurance.

Office contents will be covered if the office is attached to the main residence with direct entry thereto.

Loss or damage of stock in trade and money of the business exercised from the office situated at the private residence will be excluded.

## 19 RECOMPILATION OF DATA AND/OR REINSTATEMENTS OF PROGRAMMES

The cost of reproduction, or repair of data to portable computer equipment following a claim.

Our indemnity is limited to the amount shown in the schedule.

## 20 IDENTITY THEFT

We will indemnify You up to the amount shown in the schedule within a 12 (twelve) month period, for legal expenses, costs relating to the unauthorised use of Your identity and replacing of identity documents.

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

## 21 CREDIT/DEBIT CARDS AND SIM CARDS

We will indemnify You against the liability, including legal and other costs we agree to in writing, caused by the unlawful use of Your credit, purchase or SIM cards by a person not related to You for any single claim, any series of claims resulting from the same event, or all events that happen during the period of insurance. To receive compensation, a registered financial services provider, merchant or cell phone provider must have officially issued the credit, purchase or SIM cards in Your name and You must have complied with all the terms of the issued cards.

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

## 22 HOLE-IN-ONE

We will indemnify You if You hit a Hole-In-One while playing golf as an amateur. To receive compensation, You must have played in a golf game on a registered golf course under the recognised rules of the game, and the Hole-In-One must be confirmed by the Secretary of the Golf Club.

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

## 23 FULL HOUSE

We will indemnify You if You are part of a rink (team of four), while playing as an amateur, that scored a Full House in a game of bowls in any competition played in terms of the rules of the South African Bowling Association, at any recognised bowling club and the Full House is confirmed in writing by the Secretary of the club.

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

## 24 WILD ANIMAL DAMAGE

Accidental damage to contents such as furniture, food and soiling of carpets and soft furnishings as a result of wild animals such as baboons. An additional excess will be applicable if the house is unoccupied at the time, i.e. holiday home.

Our compensation will be limited to the excess and amount as shown in the schedule of insurance.

## OPTIONAL EXTENSIONS

(Only if shown in the Schedule as included and a premium has been paid)

### 1 SUBSIDENCE AND LANDSLIP (Extended Cover)

We will cover for loss or damage to Your personal belongings caused by Subsidence and/or Landslip.

- 1.1 This extension does not cover damage caused by or attributable to:
  - 1.1.1 Faulty design or inferior construction of, or the removal or weakening of support to any building situated at the insured premises.
  - 1.1.2 Workmen engaged in making structural alterations, additions or repairs, including previous repairs which re-manifest to any building situated at the insured premises.
  - 1.1.3 Surface or subterranean excavations other than other than in the course of mining operations.
- 1.2 Consequential loss of any kind whatsoever, except loss of rent, when specifically insured under this section.

In any action suit or other proceedings where we allege that, by reason of the provisions of these exceptions. Any damage is not covered by this insurance, the burden of providing the contrary shall be on You.

## CONDITIONS

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

The property must be insured, during the period of insurance, for the current replacement value of similar new property.

We may decide to indemnify by means of repairing, replacing, paying cash or any combination of the said methods.

Payments under the heading "Specific Clauses" are additional to the insured amount as shown in the schedule for Basic Cover.

The basis of indemnity to the insured property, or part of it, is limited to the sum insured as shown in the schedule.

Our indemnity for a single claim or series of claims arising from a single event will be limited:

- 1.1 to the sum insured under the Basic Cover; or
- 1.2 to the actual costs under Extended Basic Cover or,
- 1.3 to the amount shown in the schedule under Specific Clauses or
- 1.4 to the insured amount shown in the Schedule regarding optional extensions

### 2 VALUABLE ARTICLES

We will only indemnify You for loss of or damage to furs, rugs, carpets, paintings, jewels, jewellery, gemstones, watches and articles made of platinum, gold or silver up to one third of the insured amount for the contents of Your private residence.

We will request, proof of purchase and/or a valuation certificate for furs, rugs, carpets, paintings, jewels, jewellery, gemstones, watches, collectables, antiques and articles made of platinum, gold or silver or any other precious metal or stone, which will exceed the amount of R20 000 (twenty thousand rand).

All valuation certificates and proof of purchase required must be in South African currency. If the proof of purchase is in a foreign currency a valuation certificate in South African currency will be needed.

In respect of all valuable items exceeding the amount R20 000 (twenty thousand rand), it is hereby warranted that the item will be kept in a locked safe when not carried on the person or in use. It is further warranted that the "locked safe" will be permanently affixed to the floor or a structural wall of the dwelling and locked at all times. In the event of a claim in respect of the item of jewellery stolen from a locked safe (as described above), the theft must be accompanied by actual forcible or violent entry into the safe

### **3 LOCKED SAFE WARRANTY - JEWELLERY**

In respect of any item of jewellery, exceeding the sum insured of 20 000 (twenty thousand rand), it is hereby warranted that the item will be kept in a locked safe when not carried on the person or in use. It is further warranted that the "locked safe" will be permanently affixed to the floor or a structural wall of the dwelling and locked at all times. In the event of a claim in respect of the item of jewellery stolen from a locked safe (as described above), the theft must be accompanied by actual forcible or violent entry into the safe.

### **4 LOCKED SAFE WARRANTY – FIRE ARMS**

It is warranted that all firearms, as defined in the Firearms Control Act, will be kept in a "locked safe" when not carried on the person or in use. It is further warranted that the "locked safe" will be permanently affixed to the floor or a structural wall of the dwelling and locked at all times. In the event of a claim in respect of a firearm stolen from a locked safe, the theft must be accompanied by actual forcible or violent entry into the safe.

## **5 SECURITY MEASURES**

### **5.1 BURGLAR PROOFING AND SECURITY GATES**

If We require burglar proofing and security gates, as described in the Schedule, We will cover You for theft and burglary only if:

- 5.1.1 All opening windows and external doors are protected by burglar proofing and security gates are installed as required in the schedule.
- 5.1.2 Your private residence and Your outbuildings are left unattended and the required burglar proofing and security gates have been locked by You or any person You have authorised to look after Your private residence and outbuildings; and
- 5.1.3 The required burglar proofing and security gates have not been removed without our permission.

### **5.2 ALARM SYSTEM**

If We require an alarm system, as described in the Schedule, We will indemnify You for theft and burglary only if:

- 5.2.1 The private dwelling described in the Schedule is protected by a linked burglar alarm system;
- 5.2.2 The linked burglar alarm installed at the premises shall be made fully operative at all times when the Private Residence is unoccupied;
- 5.2.3 It is further warranted that the alarm will protect all access points such as doors and windows by means of magnetic contact points/switched or motion detectors;
- 5.2.4 The contract agreement between You and the alarm company shall include a 24 (twenty four) hour monitored armed response service;
- 5.2.5 The linked burglar alarm shall be maintained in a full operational condition at all times under the obligations of contract with the alarm company/suppliers;
- 5.2.6 In the event of a claim, We hold the right to request from You or the alarm company confirmation of installation, maintenance, activation records and incident reports;
- 5.2.7 This insurance shall not cover loss of or damage to the property following the use of the arming/disarming code of the alarm panel or remote control unit of the alarm system or any duplicate thereof belonging to the insured unless such code or remote control has been obtained by any means of violence.

### 5.3 PERIMETER SECURITY

If perimeter security is required, We will indemnify You for theft and burglary only if:

5.3.1 The perimeter security is maintained and kept in working condition;

5.3.2 We permitted alterations or the removal of the perimeter security.

## 6 AMOUNT PAYABLE BY YOU

You are liable for the excess amount and/or percentage as shown in the schedule of insurance for each and every event. Refer to "General Conditions" paragraph 14.

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

## 7 PAIRS OR SETS

Where the insured items consists of a pair or set, We will not be liable for more than the values of any particular part or parts which may be lost or damaged, or more than the proportionate part of the pair or set, without reference to any special value which such article may have as part of such pair or set.

Average is not applicable to this cover.

## NOT COVERED BY THIS SECTION

The following are not covered, unless specifically otherwise shown in the Schedule:

- 1 Property that is more specifically insured;
- 2 Livestock or other Animals;
- 3 The cost of reproduction or repair of data of any kind;
- 4 Theft or attempted theft while Your private residence is lent, let or sublet to a tenant;
- 5 Loss, damage or breakage covered by a manufacturer's purchase agreement, guarantee or service contract;
- 6 Any amount in excess of 1/3 (one-third) of the Household Contents sum insured for loss of, or damage to, furs, rugs, carpets, paintings, precious and semi-precious metals, jewellery, stones and articles manufactured there from and items as defined under the Fine Art Section.
- 7 Loss or damage;
  - 7.1 caused, sustained or incurred outside the territorial limits set out in this policy. Refer to General Condition 17;
  - 7.2 to property, with the purpose of disposing of it in a business transaction, whether it is processed or not;
  - 7.3 of money, deeds, cash, bonds, bills of exchange, promissory notes, cheques, securities for money, as well as prepaid phone cards or prepaid cellular vouchers at the insured premises;
  - 7.4 to rare books, medals, stamps or coin collections and manuscripts or documents of any kind;
  - 7.5 caused by wear and tear;
  - 7.6 caused by depreciation, the influence of light, rust, or vermin, moths other insects or their larvae;
  - 7.7 caused by over winding of clocks;
  - 7.8 caused by electronic or mechanical breakdown;
  - 7.9 caused by cleaning, repairing or restoration process;
  - 7.10 to glass, glassware, jewellery, or other brittle articles due to cracking, denting, chipping or scratching;
  - 7.11 of Motor vehicles (including self propelled vehicles), watercraft (excluding surfboards, kite boards, paddle skis, kayaks, canoes, surf boards, sailboards and model boats), aircraft, other aerial devices (excluding model aircraft), and all tools, spare parts and accessories of these

- vehicles, aircraft or watercraft that are on, in or attached to it;
- 7.12 from or relating to any exchange, cash or credit sale agreement, including theft under false pretense and fraud;
- 7.13 to property in the open caused by storm, water, wind, hail or snow unless the insured property is designed to exist in the open;
- 7.14 to personal belongings that You own and which You normally wear or carry on Your body but not inside Your body, (i.e. implantation of hearing aid into Your body is excluded; however hearing aid onto Your body will be covered);
- 7.15 caused by theft if the dwelling is unoccupied for a period of 60 (sixty) consecutive days during any 12 (twelve) month period;
- 7.16 to garden furniture, garden equipment, tools or sporting equipment whilst in use.

## DEFINITIONS

<b>"You/Your/Yours/Yourself"</b>	means the names shown in the Schedule, including Your spouse and any other members of Your family or Your spouse's family who normally live with You and is financially dependent on You.
<b>"We/Us/Our"</b>	means RMB Structured Insurance Limited (RMBSI), the Insurer. RMBSI is a registered Insurer for the purposes of the Short-term Insurance Act 1998 and a licensed financial services provider for the purposes of the Financial Advisory and Intermediary Services Act 2002 as amended from time to time.
<b>"Fine Arts Collection"</b>	means art, antiques and other property belonging to You, or for which You have a legal responsibility.
<b>"Fine Arts"</b>	means art, antiques and collectibles of particular value due to their age, style, artistic merit or collectable value including: <ul style="list-style-type: none"> <li>• Furniture, Paintings, drawings, etchings, prints and photographs;</li> <li>• Tapestries and rugs;</li> <li>• Manuscripts;</li> <li>• Ornaments and sculpture;</li> <li>• Stamps or coins forming part of a collection including books, pages, mountings, albums, containers, frames, cards and display cabinets;</li> <li>• Gold, silver, pewter, platinum or gold- and silver-plated items;</li> <li>• Clocks and barometers;</li> <li>• Musical instruments;</li> </ul>
<b>"Market Value"</b>	means the value of replacing the item in the current market.
<b>"Agreed Value"</b>	means the value agreed between You and Us for items for the purpose of this policy and as mentioned in the schedule.
<b>"Private Residence"</b>	means the building of Your home of which the risk address is shown in the Schedule, as well as the construction of the walls and roof.
<b>"Risk Address/Premises"</b>	means the address of the premises where Your Private residence is situated as stated in the schedule but excluding the gardens, grounds, garage/s and outbuildings.
<b>"Unoccupied"</b>	means that You as well as any other person authorized by You, are absent at Your private dwelling or residence who resides at the risk address.
<b>"Vacant"</b>	means that nobody is residing the private residence

## BASIC COVER

Your fine arts will be covered against physical loss or damage that occurs suddenly from any unexpected and nondeliberate action other than from those listed in the general conditions and exclusions of the policy and the specific exclusions, limits, and conditions at the premises and amount as shown in the schedule of this section.

## EXTENDED BASIC COVER

### 1 FINE ARTS IN TRANSIT

We will indemnify You for:

- 1.1 Fine Arts whilst in transit, limited to theft accompanied by forcible, violent and visible entry, fire, lightning, explosion, collision or overturning of the conveying vehicle while You are in the process of permanently moving to a different risk address, or while Your insured property is being transported to or from any registered furniture storehouse, by a furniture removal contractor. Cover excludes any damage to any Fine Arts unless such articles were packed by the furniture removal contractor and are not otherwise insured;
- 1.2 Loss or damage for theft whilst in transit between the place of purchase, repair or renovation and your risk address, or whilst being transported to or from any bank or safe deposit;  
Excluding:-
  - 1.1.1 Loss or damage of any fine arts not adequately packed and secured, having regard to the nature of the item;
  - 1.1.2 Loss or damage caused by or arising whilst in transit by sea or air.

We will pay up to the market value or the amount as shown in the schedule whichever is the lesser.

### 2 LOSS IN VALUE

We will indemnify You for loss in value if the item has been repaired by a repairer authorised by Us up to the market value of the item or sum insured whichever is the lesser.

### 3 NEW ACQUIRED CONTENTS

We will indemnify You for the increase in value of fine arts following additional purchases, provided You advise Us within 30 (thirty) days of the purchase of such property and an additional premium has been paid to Us, and does not exceed 25% (twenty five percent) of the Household Contents sum insured. We reserve the right not to insure the newly acquired articles if informed of such purchase after the 30th (thirtieth) day.

### 4 TENANTED PREMISES

In the event where the property is being let or sublet, We need to be notified by You and We have to agree to it in writing. We will indemnify You for loss or damage by theft or attempted theft by means of violent, forcible and visible entry or exit from the premises.

We will pay up to the market value or the amount as shown in the schedule whichever is the lesser.

### 5 DEATH OF AN ARTIST

We will indemnify You the amount after the automatic increase of the insured value of any item shown in the schedule for fine arts by up to 50% if the artist dies during the period of insurance, within 6 (six) months immediately following the death of that artist. You will be liable for the additional premium applicable before the claim will be settled.

## SPECIFIC CLAUSES (Limits)

### 1 TEMPORARILY ELSEWHERE

We will indemnify You if Your fine arts have been temporarily removed to other premises, provided that theft or attempted theft must be accompanied by violent, forcible and visible entry.

We will indemnify You to the percentage of the sum insured or the amount shown in the schedule, whichever is the lesser.

## OPTIONAL EXTENSIONS

(Only if shown in the Schedule as included and a premium has been paid)

### 1 EXHIBITIONS

We will indemnify You for loss or damage to property insured, should the property be exhibited at any Art Exhibition, provided that:

- 1.1 You notify Us before the items are to be exhibited at an Art Exhibition and what the end date will be once these items are returned to the premises as stated on the schedule;
- 1.2 You supply all relevant details for the exhibition location and the security arrangements that will be in place;
- 1.3 We may at our discretion stipulate certain requirements to be adhered to for cover to be in force.

Our indemnity is limited to the amount shown in the schedule.

## CONDITIONS

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

The property must be insured, during the period of insurance, for the current market value of similar property as defined.

We may decide to indemnify by means of repairing, replacing, restoring or cash settlement or any combination of the said methods without deduction for wear and tear for any lost or damaged item.

The basis of indemnity to fine arts per item or pairs and sets, or part thereof, will be limited to the sum insured as shown in the schedule.

Our indemnity for a single claim or series of claims arising from a single event will be limited:

- 1.1 to the sum insured under the Basic Cover if the item is lost or totally destroyed; or
- 1.2 to either the cost of restoration plus any loss in market value, up the maximum of the sum insured or the market value immediately prior to the loss whichever is the lesser, if the item is partially lost or damaged.
- 1.3 to actual costs related to Extended Basic Cover; or
- 1.4 to the amount shown in the schedule under Specific Clauses; or
- 1.5 to the insured amount shown in the Schedule regarding optional extensions.

### 2 LOCKED SAFE WARRANTY – JEWELLERY

In respect of any item of jewellery, exceeding the sum insured of R20 000 (twenty thousand rand), it is hereby warranted that the item will be kept in a locked safe when not carried on the person or in use. It is further warranted that the "locked safe" will be permanently affixed to the floor or a structural wall of the dwelling and locked at all times. In the event of a claim in respect of the item of jewellery stolen from a locked safe (as described above), the theft must be accompanied by actual forcible or violent entry into the safe.

### 3 AVERAGE

Under Insurance does not apply to this section provided we have received the valuation certificates and the item is insured for the correct market value. If not it will be calculated as follows;

If the amount needed to replace Your fine arts with the market value of similar items after an event, is more than the insured amount, We will not pay the full amount of the loss or damage. The difference between the insured amount and the amount needed to replace all the insured property will be paid by You.

Therefore, You will be responsible for a proportional share of the costs.

For example, if You suffer damage to the value of R10 000 and You are insured for R50 000, but the market value of the property is R100 000. It means that You are insured for half of the market value and the other half of R5000 must be covered by Yourself.

The calculation will be as follows:

Insured for	R 50 000
Replacement value	R 1 00 000
Claim	R 10 000

$$\text{Calculation: Underinsurance} \quad \frac{R 10\ 000}{1} \times \frac{R 50\ 000}{R 1\ 000\ 000}$$

We will only pay You R5 000 (i.e 50% underinsured)

#### 4 PAIRS OR SETS

Where the insured items consist of a pair or set, We will not be liable for more than the values of any particular part or parts which may be lost or damaged, or more than the proportionate part of the pair or set, without reference to any special value which such article may have as part of such pair or set.

Average is not applicable to this cover.

#### 5 VALUABLE ARTICLES

We will request, proof of purchase and/or a valuation certificate for furs, rugs, carpets, paintings, jewels, jewellery, gemstones, watches, collectables, antiques and articles made of platinum, gold or silver or any other precious metal or stone, which will exceed the amount of R20 000 (twenty thousand rand).

All valuation certificates and proof of purchase required must be in South African currency. If the proof of purchase is in a foreign currency a valuation certificate in South African currency will be needed.

In respect of all valuable items exceeding the amount R20 000 (twenty thousand rand), it is hereby warranted that the item will be kept in a locked safe when not carried on the person or in use. It is further warranted that the "locked safe" will be permanently affixed to the floor or a structural wall of the dwelling and locked at all times. In the event of a claim in respect of the item of jewellery stolen from a locked safe (as described above), the theft must be accompanied by actual forcible or violent entry into the safe.

#### 6 RECOVERED PROPERTY

In the event where a recovery of the property or item from a collection has been made after We have settled a claim, We will notify You in writing. You will have the option to purchase the property or item back from Us. The amount payable will be the amount paid to You by Us when the claim was settled. You will have 30 (thirty) days to notify Us of Your decision in purchasing the property or not after which we have the right to dispose of as we see fit.

#### 7 AMOUNT PAYABLE BY YOU

You are liable for the excess amount and/or percentage as shown in the schedule of insurance for each and every event. Refer to "General Conditions" paragraph 14.

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

## NOT COVERED BY THIS SECTION

None of the following are covered, unless specifically included or has a value in the Schedule:

- 1 Loss or damage caused by dryness or humidity being exposed to light or extreme temperature, unless caused by storm or fire;
- 2 Loss or damage caused by coastal or river erosion;
- 3 Loss or damage caused by any damage as a result of a rise in the water table except as a result of a storm;
- 4 Loss or damage caused by anything that happens gradually, including smoke, dust and rising damp or mildew;
- 5 Loss or damage caused by chipping, scratches, denting, disfiguration or discolouration;
- 6 Loss or damage caused by household pets, by insects and pests (such as rodents, ants and moths);
- 7 Loss or damage caused by pollution or contamination;
- 8 Loss or damage caused by cleaning, repairing or restoring by any manner or method;
- 9 Loss or damage caused by misuse, defective workmanship, construction or design, or the use of faulty materials;
- 10 Loss or damage caused by lack of maintenance, wear and tear, rust or corrosion;
- 11 Loss or damage caused by mechanical, electrical or electronic breakdown;
- 12 Loss or damage caused by over winding of clocks;
- 13 Loss or damage caused by defects in the design or construction of the building, or where the relevant local authority would not have approved the structure at the time of construction;
- 14 Loss or damage where the act of nature caused or contribute to the damage of unroofed or partially roofed structures;
- 15 Additional costs resulting from the unavailability of matching materials;
- 16 Loss or damage caused by cracking or collapse of the building unless caused by external causes;
- 17 Loss or damage caused by weeds or roots;
- 18 Loss or damage caused by any damage as a result of acid mine water;
- 19 Loss, damage or breakage covered by any guarantee, service contract, purchase contract or any purchase agreement;
- 20 Any claim arising out of any contractual liability unless legal liability would have existed in the absence of such contract or agreement;
- 21 Loss or damage caused by theft if the dwelling is unoccupied for a period of 60 (sixty) consecutive days during any 12 (twelve) month period;
- 22 We will not be liable under more than one of the Sections of this Policy for loss or damage, arising from the same happening, for the same property or liability;
- 23 Loss or damage caused intentionally by a tenant;

- 24 Loss or damage caused by water suddenly leaking from fixed water tanks, apparatus and pipes, swimming pools while your dwelling is unoccupied for 60 (sixty) days or more;
- 25 Loss or damage to musical instruments while the instrument is being played;
- 26 Loss or damage to any fine art items if used for business purposes;
- 27 The disappearance of an individual rare book, medal, stamp, coin, manuscript or documents of any kind that is insured as part of a collection unless it is mounted in a volume and the page is also lost;
- 28 Loss or damage to Fine Art that occurs outside of the South African borders unless agreed to by us in writing prior to any Fine Arts leaving the country;
- 29 If during the period of insurance an item of fine art as shown in the schedule is not rightfully yours and you are legally obliged to return the item to its rightful owner because it is proved that you do not have good title to it.

## DEFINITIONS

<b>"You/Your/Yours/Yourself"</b>	means the names shown in the Schedule including Your spouse and any other members of Your family or Your spouse's family who normally live with You and is financially dependent on You.
<b>"We/Us/Our"</b>	means RMB Structured Insurance Limited (RMBSI), the Insurer. RMBSI is a registered Insurer for the purposes of the Short-term Insurance Act 1998 and a licensed financial services provider for the purposes of the Financial Advisory and Intermediary Services Act 2002 as amended from time to time.
<b>"Specified Property"</b>	means items as described in the Specified All Risk Section and shown in the schedule of insurance.
<b>"Unspecified Property"</b>	means; <ul style="list-style-type: none"> <li>• Clothing</li> <li>• Personal effects normally designed to be carried on, by, or with a person by external means only.</li> <li>• Personal equipment normally worn or used by the person participating in sport excluding sports equipment whilst in use.</li> </ul>
<b>"Mobile Communication Devices"</b>	means portable electronic items, used for mobile communication, including all accessories (e.g. cellular phones, satellite navigation system receivers [GPS's]).
<b>"Portable Electronic Device"</b>	means a device that is capable of storing, processing and transmitting data which is small enough to be carried by hand i.e. laptops, kindles, iPads and tablet devices.
<b>"Personal Effects"</b>	means property owned by You that is normally designed to be carried on, by, or with a person by external means only.

## BASIC COVER

Our maximum compensation will be limited to the sum insured as stated on the schedule.

We will cover property specified in the schedule under this section, subject to the conditions and exclusions applicable. This means that the items must be noted in the Schedule Unspecified items will be covered in terms of the "Household Contents" section of this policy.

We require full details of specified items in order to specify an item. (Full description of item insured, make and model, as well as serial numbers etc).

## CONDITIONS

## 1 INDEMNITY TO YOU

We will decide whether We want to settle a claim by repairing or replacing or paying cash, or a combination of the three, at current replacement cost but subject always to the limit of indemnity stated in this Policy, which results from any cause occurring anywhere in the world, provided that any temporary visits outside the territorial limits of the Republic of South Africa is for a period of up to 6 (six) months only per any 12 (twelve) month period of insurance, after which You will be uninsured for events occurring outside such limits.

## 2 UNDER-INSURANCE

If at the time of the loss or damage, the amount which is needed to replace Your property with similar new property is more than the amount for which it is insured, You will be considered as Your own insurer for the difference and will bear a proportional share of the loss or damage accordingly.

## 3 LOCKED SAFE WARRANTY – JEWELLERY

In respect of any item of jewellery, exceeding the sum insured of R20 000 (twenty thousand rand), it is hereby warranted that the item will be kept in a locked safe when not carried on the person or in use. It is further warranted that the "locked safe" will be permanently affixed to the floor or a structural wall of the dwelling and locked at all times. In the event of a claim in respect of the item of jewellery stolen from a locked safe (as described above), the theft must be accompanied by actual forcible or violent entry into the safe.

## 4 LOCKED SAFE WARRANTY - FIREARMS

It is warranted that all firearms, as defined in the Firearms Control Act, will be kept in a "locked safe" when not carried on the person or in use. It is further warranted that the "locked safe" will be permanently affixed to the floor or a structural wall of the dwelling and locked at all times. In the event of a claim in respect of a firearm stolen from a locked safe, the theft must be accompanied by actual forcible or violent entry into the safe.

## 5 ITEMS IN A BANK VAULT

Loss of or damage to items shown in the Schedule which are kept in a bank vault, only applies whilst the items are contained in a safe deposit at a registered bank.

We will require a breakdown of all goods in a bank vault and You need to notify Us immediately upon movement thereof.

## 6 PAIRS OR SETS

Where the insured items consists of a pair or set, We will not be liable for more than the values of any particular part or parts which may be lost or damaged, or more that the proportionate part of the pair or set, without reference to any special value which such article may have as part of such pair or set.

Average is not applicable to this cover.

## 7 STAMP AND COIN COLLECTIONS AND PERSONAL DOCUMENTS

We will indemnify You for:

- 7.1 Loss or damage of a single stamp or coin, or a single set of stamps or coins, for the current catalogue or pricelist value;
- 7.2 Loss or damage of personal documents, including personal deeds, wills, agreements, maps, plans, records, books, letters and certificates, for the value of the materials and the cost of labour needed for replacement. We will not indemnify You if these documents are negotiable instruments or share certificates.

## 8 VALUABLE ARTICLES

We will request, proof of purchase and/or a valuation certificate for furs, rugs, carpets, paintings, jewels, jewellery, gemstones, watches, collectables, antiques and articles made of platinum, gold or silver or any other precious metal or stone, which will exceed the amount of R20 000 (twenty thousand rand).

All valuation certificates and proof of purchase required must be in South African currency. If the proof of purchase is in a foreign currency a valuation certificate in South African currency will be needed.

In respect of all valuable items exceeding the amount R20 000 (twenty thousand rand), it is hereby warranted that the item will be kept in a locked safe when not carried on the person or in use. It is further warranted that the "locked safe" will be permanently affixed to the floor or a structural wall of the dwelling and locked at all times. In the event of a claim in respect of the item of jewellery stolen from a locked safe (as described above), the theft must be accompanied by actual forcible or

violent entry into the safe.

## 9 REINSTATEMENT OF SPECIFIED ITEMS FOLLOWING A CLAIM

If any item specified in the schedule is subject to a total loss, the lost, damaged or stolen item will be deleted from the schedule of insurance. The onus is upon You to advise Us to insure the replaced item with its description and sum insured.

## 10 AMOUNT PAYABLE BY YOU

You are liable for the excess amount and/or percentage as shown in the schedule of insurance for each and every event. Refer to "General Conditions" paragraph 14.

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

## NOT COVERED BY THIS SECTION

The following are not covered:

- 1 the cost of reproduction or repair of data;
- 2 any items covered by guarantee, service contract, purchase contract or any purchase agreement of any type;
- 3 any property that has the purpose to be disposed of in a business transaction i.e. selling of goods;
- 4 vehicles, motor cycles, scooters, three wheeled Vehicles, quad bikes, trailers and caravans including fitted accessories, hang gliders, air and water craft and their equipment;
- 5 money, credit debit cards, deeds, bonds, bills of exchange, promissory notes, cheques, postal and money orders, negotiable documents, travel and other tickets, gift vouchers/cards, manuscripts and rare books, as well as prepaid phone cards or prepaid cellular vouchers ;
- 6 depreciation, gradual deterioration (such as wear and tear, rust, mildew, corrosion, decay);
- 7 loss or damage caused:
  - 7.1 by household pets and pests (such as rodents, ants and moths);
  - 7.2 by cleaning, dyeing, repairing or restoring;
  - 7.3 by mechanical, electrical or electronic breakdown;
  - 7.4 by or in connection with any exchange, cash or credit sale agreement, including theft under false pretence and fraud;
  - 7.5 by electronic viruses, trojans, worms or similar destructive media interferences;
  - 7.6 by chipping, scratching, denting and breaking of china or similar articles of fragile nature;
  - 7.7 by confiscation, detention, delay or destruction arising from any process of law;
  - 7.8 by bursting, rusting, corrosion or derangement of any firearm;
  - 7.9 of or to, cameras and photographic equipment, and musical equipment used for professional purposes or for reward;
  - 7.10 to personal belongings which are carried in Your body. (i.e. implantation of hearing aid into Your body is excluded; however hearing aid onto Your body will be covered.);

## DEFINITIONS

<b>“You/Your/Yours/Yourself”</b>	means the names shown in the Schedule including Your spouse and any other members of Your family or Your spouse’s family who normally live with You and who is financially dependent on You.
<b>“We/Us/Our”</b>	means RMB Structured Insurance Limited (RMBSI), the Insurer. RMBSI is a registered Insurer for the purposes of the Short-term Insurance Act 1998 and a licensed financial services provider for the purposes of the Financial Advisory and Intermediary Services Act 2002 as amended from time to time.
<b>“Vehicle”</b>	means any car, light delivery vehicle (mass not exceeding 3 500 kg (three thousand five hundred) and designed to seat 10 (ten) persons or fewer; including the driver), trailer, caravan, golf carts and motor cycle described in the Schedule, including the standard tools, accessories and spare parts in or on it, as well as other extra accessories and parts of the vehicle while fitted to it.
<b>“Private Vehicles”</b>	means a private type of motor car (including station wagons, minibuses, motorised caravans and the like, or similar vehicles) designed to seat 10 (ten) persons or fewer (including the driver), and not exceeding 3 500 kg (three thousand five hundred) in gross vehicle mass.
<b>“Light Delivery Vehicle”</b>	means a light delivery vehicle (incl. a panel van or double-cab) not exceeding 3 500 kg (three thousand five hundred) in gross vehicle mass.
<b>“Caravan/Trailer”</b>	means a vehicle which is not self-propelled, and which is designed or adapted to be towed by a self-propelled vehicle.
<b>“Motorcycle”</b>	means a motorcycle, scooter, scrambler, or quad bike.
<b>“Classic Vehicle”</b>	is a vehicle that is worthy of being a collectable vehicle and which is more than 20 (twenty) years old.
<b>“Supercar”</b>	is a high value vehicle which is rare, exceptional and has unusual features and performance.
<b>“Golf Carts”</b>	mean small self-propelled motor vehicles originally designed for golfers riding between shots on golf courses, which are not registered to be driven on public roads.
<b>“Licence”</b>	means a valid driver’s licence as prescribed by the National Road Traffic Act or any replacement or similar applicable statute. A person who is a learner driver must comply with the legislation concerning learner drivers.
<b>“Vehicle Sharing”</b>	means carrying of passengers for social reasons (inclusive of learner commuting) and commuting to and from work in vehicles that are not registered or licenced for commuting purposes.
<b>“Territorial Limits”</b>	means the Republic of South Africa, Namibia, Lesotho, Botswana, Swaziland, Zimbabwe, Zambia, Malawi and Mozambique.
<b>“Factory Fitted Accessories”</b>	are those standard issued items which are originally fitted by the manufacturer to the vehicle.

<b>“Optional Vehicle Accessories”</b>	are those items which are chosen by You to be fitted by the manufacturer.
<b>“After Market - Vehicle Accessories”</b>	are those items which are fitted to the vehicle where the value of such items are not included in the retail value which are purchased separately to the purchase of the vehicle.

## BASIC COVER

The compensation depends on the type of cover chosen as shown in the Schedule and limits applicable to the specified accessories insured.

The types of cover are as follows:

- 1 **COMPREHENSIVE**  
We will provide cover for all Your own accidental damage, theft and hijacking as well as amounts for which You are legally liable to any third party if the legal liability is related to the insured vehicle.
- 2 **THIRD PARTY, FIRE AND THEFT**  
We will provide cover for all Your own accidental damage caused by fire, lightning, explosion, theft or attempted theft and hijacking as well as amounts for which You are legally liable to any third party if the legal liability is related to the insured vehicle
- 3 **THIRD PARTY ONLY**  
We provide cover for any amounts for which You are legally liable to a third party if the liability relates to the insured vehicle.
- 4 **BASIS OF INDEMNITY**  
We will compensate You if the Vehicle is damaged or stolen.

If the Vehicle and/or its accessories and/or any part of it is damaged or stolen, We will at Our option compensate You by:

- 4.1 Paying for its repair or replacement less the Excess; or
- 4.2 Paying the amount of the loss or damage, less the Excess;

The maximum amount We will pay You for the Vehicle is its value stated on the Schedule of Insurance or the reasonable retail value (as described in the “Auto Dealers Guide by Mead and McGrouther”), of the Vehicle at the time of loss or damage less the Excesses, betterment or depreciation, and less any amount You are entitled to claim under any dual insurance. Should the Insured Vehicle be a code 3 (three) registered vehicle, the maximum amount We will pay You is as stated above, less 30% (thirty percent) of the retail value of the Vehicle at the time of the loss or damage.

If the vehicle is noted as a classic vehicle, the maximum amount we will indemnify you shall not exceed the amount as shown in the schedule and which is determined by a qualified motor vehicle valuator and/or vintage club association. The valuation needs to be updated upon renewal of your policy.

## EXTENDED BASIC COVER

- 1 **RECOVERY COSTS (this only applies if You have selected Comprehensive or Third Party, Fire and Theft Cover)**  
We will pay for the actual recovery costs, with our written consent, of Your vehicle when it is found after it has been stolen or hijacked.
- 2 **DELIVERY AFTER REPAIRS**  
We will indemnify You for the actual costs to deliver the vehicle, after the completion of the repairs by our authorised repairer, to Your home address as shown in the Schedule.

### 3 EMERGENCY COSTS

We will indemnify You for any emergency costs, caused after any loss of or damage to the vehicle, which You become liable to pay to any public authority.

### 4 WINDOWS

We will compensate You for damage to window glass of the Vehicle, less the Excess.

## SPECIFIC CLAUSES (Limits)

### 1 EMERGENCY REPAIRS

We will indemnify You for emergency repairs you have to incur, without our approval if the repairer supplies You with a detailed invoice, to allow You to continue Your journey and You have a valid claim for the vehicle under this section.

Our indemnity is limited to the amount shown in the Schedule.

### 2 TOW-IN COST AND SAFEGUARDING

We will indemnify You for the actual costs to store and tow the vehicle, provided that you contact our 24 hour Assistance Line, who will appoint an approved service provider to tow Your vehicle to the closest repairer. If not the costs will be limited to the amount shown in the schedule.

### 3 REPLACEMENT OF YOUR VEHICLE AFTER A CLAIM

Your vehicle may be replaced with the exact same make and model under the following conditions;

- 3.1 that You have a valid claim for the vehicle against this section;
- 3.2 provided that the vehicle is insured for not less than the initial list price (excluding discounts and including extras);
- 3.3 that it is not economical to repair Your vehicle according to our decision, or a stolen vehicle which is not recovered prior to settlement;
- 3.4 that You are the first registered owner and a claim arises within 24 (twenty four) months of first registration ; and
- 3.5 that the vehicle has travelled less than 40 000 (forty thousand) kilometres;
- 3.6 that a similar new vehicle is available on the local new-vehicle market;
- 3.7 that the vehicle was not previously involved in an accident;
- 3.8 Our indemnity will be limited to the New List Price of the same or similar make and model;  
or
- 3.9 Where the vehicle has been noted as a Supercar our indemnity will be limited to;
  - 3.9.1 The amount as shown in the schedule; or
  - 3.9.2 The New List Price not exceeding 10 (ten) percent of the initial purchase price.

### 4 MEDICAL EXPENSES

If the Vehicle is in an accident and any person in it is injured, We will pay a benefit towards the medical costs of each injured person.

If the insured person is entitled to claim in terms of the Road Accident Fund Act or similar legislation, he or she must submit a claim and any amount recovered as a result of such a claim must be refunded to Us once the claim has been finalised and all moneys owing have been paid, up to the amount of the expenses paid by Us.

Our indemnity is limited to the amount shown in the Schedule.

### 5 EMERGENCY ACCOMMODATION

We will indemnify You and passengers travelling with You, for accommodation for up to 2 (two) nights, within a 12 (twelve) month period and outside a radius of 100km (one hundred) from where the vehicle is normally kept, if the journey cannot be completed, caused by loss or damaged of the insured vehicle.

Our indemnity is limited to the amount shown in the Schedule.

## 6 TRAUMA

We will compensate You if You are a victim of a violent act of theft, or attempted theft, hold up or hijacking which necessitates professional counselling for trauma treatment, provided that no recovery is possible from any other insurance or facility.

Our compensation is limited to the amount shown in the Schedule.

## 7 ACCIDENTAL DEATH

We will indemnify You or members of Your family normally residing with You for death as a result of bodily injury sustained, within a period of 90 (ninety) days after the event.

Our indemnity is limited to the amount shown in the Schedule.

## 8 REPATRIATION COSTS

If an insured vehicle is damaged outside of the borders of the Republic of South Africa but within the mentioned territorial limits, We will pay the necessary costs incurred by You for returning it to the Republic of South Africa up to the amount as shown in the schedule of Insurance.

## 9 PERSONAL DOCUMENTS

We will indemnify You following a valid vehicle claim for the cost of replacing:

- 9.1 Lost or damage of personal documents (identity documents, passports, visas and vaccination certificates);
- 9.2 Lost or damaged permits which allow the vehicle entry into or exit from countries.

Our indemnity is limited to the amount shown in the Schedule.

## 10 LOSS OF KEYS

We will indemnify You for the cost of replacing locks and keys, including any remote controls and, if necessary, the reprogramming of any coded security system of Your vehicle following a loss.

Our indemnity is limited to the amount shown in the Schedule.

## OPTIONAL EXTENSIONS

(only if shown in the Schedule as included and a premium has been paid)

### 1 ACCESSORIES (VEHICLES/CARAVANS/TRAILERS)

We will indemnify for loss of or damage to any accessories specified on the schedule.

Our indemnity is limited to the amount shown in the Schedule.

### 2 VEHICLE CREDIT SHORTFALL EXTENSION

- 2.1 Cover is provided for any vehicle stated to be included in the schedule and for which cover has been selected.
- 2.2 Cover for Credit Shortfall can be included at an additional premium and up to a maximum limit of indemnity in the amount of R200 000 (two hundred thousand rand).
- 2.3 Cover will be provided should any vehicle comprehensively insured under the Vehicle Section be;
  - 2.3.1 Stolen or hijacked (and not physically returned to us) or
  - 2.3.2 Damaged and be deemed to be a write-off or uneconomical to repair.
- 2.4 We will pay to the duly registered finance company that financed the purchase of the vehicle the difference between the reasonable retail value and the settlement balance outstanding under a valid credit agreement subject to the total payment not exceeding R200 000 (two hundred thousand rand). This payment will be subject to the terms and conditions of the Vehicle Section.
- 2.5 The settlement balance outstanding is defined as the payment due at a specified date, which payment would settle the actual debt owing to the finance company but excluding;
  - 2.5.1 Any additional amounts added to the principle debt in excess of the actual purchase price of the vehicle and vehicle accessories

- 2.5.2 Payments and/or interest in arrears
- 2.5.3 Any additional finance charges
- 2.5.4 Early settlement penalties
- 2.5.5 Any other amounts refundable to You
- 2.5.6 Any shortfall resulting from re-advances/re-financing under the agreement
- 2.5.7 Any deductibles according to the underlying policy cover including any voluntary and/or compulsory excesses.
- 2.6 Cover under this extension is subject to
  - 2.6.1 Liability having been admitted for the loss or damage under the Vehicle Section.
  - 2.6.2 You provide us within 30 (thirty) days of the loss or damage with a certified copy of the credit agreement and statement of your account reflecting the settlement balance outstanding as at the date of loss or damage.

### 3 CONTENTS OF CARAVANS OR TRAILERS

We will cover contents of Your caravan or trailer while it is kept in your caravan or trailer, or in its side tent against loss or damage, provided that caravan or trailer is insured under this section.

The following is excluded:

- 3.1 fixtures and fittings of the caravan or trailer;
- 3.2 loss of or damage of property, i.e. tools or goods and samples relating to a business, trade or occupation;
- 3.3 other than the caravan or trailer involved in an accident, the damage to glass, glassware or other breakable articles, due to cracking, scratching or breakage.

Our indemnity will be limited to the amount shown in the schedule.

### 4 CAR HIRE

In the event of a claim We will pay for the hire of a Vehicle for You provided that:

- 4.1 We arrange for the hire of the Vehicle;
- 4.2 The option for vehicle hire will be as stated in the schedule;
- 4.3 The hire is on an unlimited mileage basis but will exclude the cost of fuel and fuel deposit and/or lubricants and/or maintenance;
- 4.4 The hire period shall:
  - 4.4.1 Start within 21 (twenty one) days following the theft or accident; and
  - 4.4.2 End on the day after repossession of Your Vehicle following repairs caused by the theft have been effected, or the maximum days stated on the schedule after the start of the period of hire, whichever is sooner;
  - 4.4.3 End on the day following the settlement of Your claim in the event of a theft or total loss, or the maximum days stated on the schedule, whichever is sooner.
- 4.5 You have complied with all provisions of this Policy;
- 4.6 In the event of any occurrence giving rise to a claim on the hired car during the period of hire, You will be responsible for the first amount payable in terms of the car hire agreement/contract

### 5 4X4 COVER

This cover only applies to a vehicle mentioned in the Schedule and for which this cover is selected, but excludes if the vehicles is used for the purpose of any organised competitive 4x4 off road activities such as time trials and contests.

Cover and limits mentioned under "Basic Cover, Specific Clauses or Optional Extensions", will be applicable for this 4x4 cover, except if otherwise shown hereunder.

#### 5.1 TERRITORIAL LIMITS

The territorial limits for this optional extension will be the Republic of South Africa, Namibia, Lesotho, Botswana, Swaziland, Zimbabwe, Zambia, Malawi and Mozambique.

- 5.1.1 We will not authorise the repair for accidental damage to your insured vehicle before You have successfully returned the vehicle to the Republic of South Africa.

- 5.1.2 If You do not return the vehicle to the Republic of South Africa, You have to prove that the vehicle is uneconomical to repair in any method acceptable to us, before you may be indemnified.
- 5.1.3 If We accept liability, We will determine the wreck value of the vehicle at 20% (twenty percent) of the settlement figure, which will be deducted from the amount of the settlement.

Our indemnity will be limited to the amount shown in the schedule.

## 5.2 WINCHING EQUIPMENT

Sudden and unforeseen mechanical or electrical breakdown, failure, or breakage of the winching equipment of the vehicle will be indemnified by this optional extension, except for the breakdown, failure and breakage caused by;

- 5.2.1 defective design, defective parts, defective repair or operation of the winching equipment not according to the stipulations and levels recommended by the manufacturer or supplier;
- 5.2.2 wear and tear or gradual deterioration of the equipment's consumable parts or components, or cable or coupling devices.

Our indemnity is limited to the amount shown in the Schedule.

## CONDITIONS

### 1 CLASS OF USE

#### 1.1 STRICTLY PRIVATE

Vehicles for private use have been rated and the terms that have been provided are for strictly private purposes only. Kindly note that there will be no cover for any other use. We must be informed immediately should the use of the vehicle change so that We can amend Your cover accordingly.

#### 1.2 SOCIAL USE INCLUDING TO WORK AND BACK

Vehicles for social use including to work and back have been rated and the terms that have been provided are for social purposes only. This cover includes cover for private use and commuting to and from work. We must be informed immediately should the use of the vehicle change so that we can amend Your cover accordingly. Failure to do so will result in no cover.

#### 1.3 PROFESSIONAL BUSINESS USE

Vehicles for professional business use have been rated and the terms that have been provided are for professional business purposes only. This cover includes cover for private use and frequent business use and is limited to the insured and spouse only. If anybody else uses the vehicle for business purposes, there will be no cover. We must be informed immediately should the use of the vehicle change so that we can amend Your cover accordingly. Failure to do so will result in no cover.

#### 1.4 BUSINESS USE

Vehicles for business use have been rated and the terms that have been provided are for business purposes only. This cover includes social, domestic, pleasure, business and professional purposes and is limited to the insured and spouse only. If anybody else uses the vehicle for business purposes, there will be no cover. We must be informed immediately should the use of the vehicle change so that we can amend Your cover accordingly. Failure to do so will result in no cover.

## 2 UNAVAILABLE PARTS

If spare parts and/or accessories that are needed to repair the vehicle following a claim, are unobtainable as standard (ready-made) parts in South Africa or are obsolete in pattern, We will pay an amount in cash equal to the value of the part at the time of the loss or damage, stated in the manufacturer's/agent's price list, including the reasonable cost to transport the part (Other than by air, unless agreed by us).

## 3 REGULAR DRIVER CLAUSE

We use pertinent information about the stated regular driver to determine the premium We charge to insure each vehicle. This information includes the person's age, driving history, driving ability and financial status. You have to advise Us immediately of a change in the following:

- 3.1 the regular driver of a vehicle;
- 3.2 the occupation of the regular driver;
- 3.3 change of use of the vehicle;
- 3.4 the financial status of the regular driver (including information relating to any judgments, convictions or if the regular driver has been declared insolvent or placed under administration);
- 3.5 change of address where vehicle is kept overnight.

We may decline to indemnify or compensate You for Your loss, damage or any liability under this section if the risk is materially changed without Our written consent.

## 4 SUPERCAR NOMINATED DRIVER CLAUSE

We use pertinent information about the stated nominated driver to determine the premium We charge to insure Supercars. This information includes the person's age, driving history, driving ability and financial status. You have to advise Us immediately of a change in the following:

- 4.1 the nominated driver of a vehicle;
- 4.2 the occupation of the nominated driver;
- 4.3 change of use of the vehicle;
- 4.4 the financial status of the nominated driver. (including information relating to any judgments, convictions or if the nominated driver has been declared insolvent or placed under administration);
- 4.5 change of address where vehicle is kept overnight

We may decline to indemnify or compensate You for Your loss, damage or any liability under this section if the risk is materially changed without Our written consent.

## 5 CLASSIC VEHICLES NOMINATED DRIVER CLAUSE

We use pertinent information about the stated nominated driver to determine the premium We charge to insure Classic vehicles. This information includes the person's age, driving history, driving ability and financial status. You have to advise Us immediately of a change in the following:

- 5.1 the nominated driver of a vehicle;
- 5.2 the occupation of the nominated driver;
- 5.3 change of use of the vehicle;
- 5.4 the financial status of the nominated driver. (including information relating to any judgments, convictions or if the nominated driver has been declared insolvent or placed under administration);
- 5.5 change of address where vehicle is kept overnight

We may decline to indemnify or compensate You for Your loss, damage or any liability under this section if the risk is materially changed without Our written consent."

## 6 SECURITY MEASURES

### 6.1 SECURITY DEVICE

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

- 6.1.1 The required security device is installed in or on the vehicle;
- 6.1.2 The required security device is in a working condition;

- 6.1.3 The required security device is activated or put into operation when the vehicle is left unattended.

## 6.2 TRACKING DEVICE

If a tracking device is required, as described in the Schedule for the vehicle, loss of or damage to the vehicle after theft, hijacking or attempted theft or hijacking will be covered only if:

- 6.2.1 the required tracking device is installed in or on the vehicle;
- 6.2.2 a legally valid contract has been entered into between You and the supplier of the tracking device, this contract is in force, and the monthly fees had been paid in full at the time of any theft or hijacking or attempted theft or hijacking;
- 6.2.3 the required tracking device is activated and in operation at the time of any theft, hijacking or attempted theft or hijacking;
- 6.2.4 the theft or hijacking is immediately reported to the supplier of the required tracking device;
- 6.2.5 either the required tracking device is self-testing, or You have arranged that it is tested at least once every six months.

## 7 CREDIT AGREEMENT

If, to our knowledge, the insured vehicle is the subject of a credit, or similar agreement, at the time of the loss, then We shall be entitled to apply any amount payable to first discharge the debt under the agreement and will pay the title holder up to the outstanding amount only, in accordance with the agreement. The total amount payable by Us will not exceed the limit of indemnity shown on the Schedule of Insurance, less any first amount payable.

## 8 AMOUNT PAYABLE BY YOU

You are liable for the excess amount and/or percentage as shown in the schedule of insurance for each and every event. Refer to "General Conditions" paragraph 14.

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

## NOT COVERED BY THIS SECTION

(Vehicle Loss or Damage)

None of the following are covered for loss or damage, unless shown otherwise on the Schedule:

- 1 if caused by mechanical, electric or electronic breakdown, failures or breakages, including any consequential loss of or damage to any other mechanical, electrical or electronic component as a result of the mentioned breakdown, failure or breakage;
- 2 if caused by depreciation in value whether from repairs or otherwise;
- 3 if caused by gradual damage (such as Wear, tear, rust, mildew, corrosion, decay);
- 4 to tyres by the application of brakes or by punctures, cuts or bursts caused by road hazards;
- 5 to the suspension system due to unevenness of the road or other surface or due to impact with such unevenness;
- 6 to the vehicle resulting directly from the vehicle not being roadworthy;
- 7 to Golf Carts which are used on any public road;
- 8 from or in connection with any exchange, cash or credit sale agreement, including theft under false pretence and fraud;
- 9 If the vehicle is used for any purpose not described in the Class of use shown in the Schedule for

that particular vehicle;

- 10 if You are using the vehicle while You are under the influence of intoxicating liquor or drugs, or Your blood or breathe alcohol concentration exceeds the legal limit;
- 11 if any other person is using the vehicle with Your express or implied permission that, to Your knowledge, is under the influence of intoxicating liquor or drugs or their blood or breathe alcohol concentration exceeds the legal limit;
- 12 if You are using the vehicle and You do not have a licence to drive the vehicle, irrespective of where the vehicle is being driven;
- 13 if any person is using the vehicle with Your express or implied permission and the person does not have a licence to drive the vehicle, irrespective of where the vehicle is being driven.
- 14 For All Classes of Use cover does not extend to:
- 14.1 any use connected with the motor trade (except use in connection with normal maintenance, service or repair), driving instruction or towing for reward; the carriage of goods for trade purposes, hiring, carriage of fare-paying passengers, racing, sports meetings, speed or other contests or rallies, use on any race track whether at an organised event or not.
- 14.2 loss of or damage as a result of the carrying of explosives or other hazardous goods including, but not limited to, nitroglycerine or dynamite, the transport of chemicals or compressed gasses or liquid gaseous form, the transportation of hazardous waste or the delivery of commercial freight.
- 15 In respect of a claim following an accident in Mozambique and Zimbabwe, the cover does not include parts stripped from the vehicle whilst it is left unguarded at the scene of the accident, or whilst in transit back to the Republic of South Africa.

## LIABILITY

### 1 COMPENSATION

We will compensate You for amounts for which You are legally liable to a third party due to an event which happens or arises in connection with Your use of the vehicle.

LIMITS OF LIABILITY			
	ARTICLES	LIMIT	SUPPLEMENTARY LIMIT
Vehicle	Liability to 3rd Party	R1 000 000	If stated in the schedule
Soft Top Vehicles	Passenger Liability	R250 000	Excluded
Motorcycles	Liability to 3rd Party	R1 000 000	Excluded
Motorcycles	Passenger Liability	Excluded	Excluded
Trailer/Caravan	Liability to 3rd Party	R1 000 000	Excluded
Golf Carts	Liability to 3rd Party	R1 000 000	Excluded
Golf Carts	Liability to 3rd Party (death and/or bodily injury)	R250 000	Excluded
Golf Carts	Passenger Liability	Excluded	Excluded

The compensation provided by this section of the policy is limited to the amount shown in the Schedule. The limit includes all costs and expenses incurred by Us and costs and expenses You incur with Our prior written approval.

## 2 LIABILITY

### 2.1 LEGAL LIABILITY TO THIRD PARTIES

We compensate You against legal liability to a third party up to the amount as shown in the schedule, for the payment of damages, legal costs and other expenses incurred with Our consent for:

- 2.1.1 Death of, or bodily injury to, any person;
- 2.1.2 Damage to property;
- 2.1.3 Fire or explosion;

As a result of an accident caused by, or in connection with, a Vehicle, or trailer or caravan attached to it, specified on the schedule not exceeding the limit of liability stated in this policy.

### 2.2 LEGAL LIABILITY TO THIRD PARTIES IF A PERSON OTHER THAN YOU USES THE VEHICLE INSURED IN TERMS OF THIS VEHICLE

We will compensate any person who are permitted by you to drive your vehicle, for amounts they are legally liable to a third party due to an event which happens or arises from the person's using the vehicle, including loading and offloading from the vehicle insured under this section, subject to the limits mentioned under the heading "Compensation".

This legal liability is subject to the following conditions:

- 2.2.1 the person complies with all the applicable terms of this policy;
- 2.2.2 the person was using the vehicle with Your express permission;
- 2.2.3 the person is not entitled to compensation for any other insurance policy;
- 2.2.4 vehicle insurance has never been refused for the person, or continuation thereof;

This Section is subject to the proviso that if it is possible to institute a claim under the Road Accident Act of 1996 or amendments thereto or any other applicable legislation, this claim must be instituted and any amount recovered in respect of medical expenses paid by Us must be refunded to Us upon finalisation of the said claim.

### 2.3 LEGAL LIABILITY TO THIRD PARTIES ARISING OUT OF YOU USING A VEHICLE NOT INSURED IN TERMS OF THIS POLICY.

This section of the policy is also extended to compensate You for amounts for which You are legally liable to a third party following an event where:

- 2.3.1 You are using a vehicle not insured under this policy; and
- 2.3.2 the towing of any single vehicle, trailer or caravan by this vehicle; and
- 2.3.3 the loading to and offloading of goods from this vehicle You are using; and
- 2.3.4 subject to the following conditions;
  - 2.3.4.1 that You are the driver of the vehicle;
  - 2.3.4.2 that the vehicle You are using is a vehicle as described in the definitions above under the heading "Definitions";
  - 2.3.4.3 that you are not the owner of the vehicle;
  - 2.3.4.4 that the vehicle is not leased or hired to You;
  - 2.3.4.5 that You are not purchasing the vehicle in terms of any credit agreement.

However, no own damage to vehicle will be paid under this compensation 2.3

### 2.4 Passenger liability in a vehicle

We will compensate You for amounts for which You are legally liable if people are transported in, but not on Your vehicle, due to accidental death or injury. However, any person travelling in the compartment of a "soft-top" vehicle, the cover granted shall not exceed the amount of R250 000 (two hundred and fifty thousand rand).

Our compensation is limited to the amount shown in the compensation table.

### 3 REPRESENTATION/DEFENCE

We are entitled, and refer you to General Condition 10.3 Subrogation, to arrange representations or defences that are the subject of any compensation under this section.

### NOT COVERED BY THIS SECTION

(Vehicle Liability)

None of the following are covered for legal liability, unless shown otherwise on the Schedule:

- 1 amounts payable by any compulsory motor vehicle insurance legislation;
- 2 arising from using any tool or plant (including any machinery) attached to the vehicle;
- 3 to any person employed by you, if the death or bodily injury arises from and in the course of such employment;
- 4 to any member of the same household as You;
- 5 to property belonging to You or held in trust by You or in Your custody or control;
- 6 to property being conveyed by or loaded onto or unloaded from any vehicle;
- 7 legal costs and expenses incurred after the date that We have settled the claim, or the maximum amount for which We are liable for a claim;
- 8 to any person who, at the time, was being carried in or on a caravan, trailer, motorcycle or light delivery vehicle other than in the cab of the light delivery vehicle;
- 9 any person who was being carried in or on any vehicle being towed;
- 10 resulting directly from the vehicle not being roadworthy;
- 11 if the vehicle is used for any purpose not described in the Class of use shown in the Schedule for that particular vehicle;
- 12 if You are using the vehicle while You are under the influence of intoxicating liquor or drugs, or Your blood or breathe alcohol concentration exceeds the legal limit;
- 13 if any other person is using the vehicle with Your express or implied permission that, to Your knowledge, is under the influence of intoxicating liquor or drugs or their blood or breathe alcohol concentration exceeds the legal limit;
- 14 if You are using the vehicle and You do not have a licence to drive the vehicle, irrespective of where the vehicle is being driven;
- 15 if any person is using the vehicle with Your express or implied permission and the person does not have a licence to drive the vehicle, irrespective of where the vehicle is being driven.
- 16 passengers carried on Golf Carts.

## DEFINITIONS

- “You/Your/Yours/Yourself”** means the names shown in the Schedule, including Your spouse and any other members of Your family or your spouse’s family who normally live with You and is financially dependent on You.
- “We/Us/Our”** means RMB Structured Insurance Limited (RMBSI), the Insurer. RMBSI is a registered Insurer for the purposes of the Short-term Insurance Act 1998 and a licensed financial services provider for the purposes of the Financial Advisory and Intermediary Services Act 2002 as amended from time to time.
- “Watercraft”** means the hull not exceeding 6 (six) metres in length, inboard motors and all other fittings and/or accessories which are normally sold with the watercraft, including the trailer, but excluding Crew’s clothing provided by the owner, sextants, nautical books, oilskins, ski boots and yachting clothing and any other additional or special equipment unless described in the Schedule.
- “Territorial Limits Watercraft”** means the Republic of South Africa, Namibia, Mozambique, Lesotho, Botswana, Swaziland, Zimbabwe, Zambia, Malawi, Zambia and within 20km range of the shores of the Republic of South Africa, Namibia and Mozambique.

## BASIC COVER

The insured amount/limit of liability stated in the Schedule shall be the maximum amount payable by Us for such loss or damage, but not exceeding the reasonable market value of such Vessel and its accessories and spare parts at the time of such loss or damage, whichever is less.

We compensate You against loss of or damage to the watercraft whilst:

- 1 Afloat at sea, in ports and rivers or on inland waters including docking, undocking, launching and hauling out and whilst being towed or towing water-skiers or watercraft in distress, provided that such towage or salvage service is not undertaken in terms of a contract previously arranged by, or on behalf of, You or any other party;
- 2 In transit by road, rail, sea or air, including loading or unloading, provided that the hull of the insured watercraft does not exceed 6 (six) meters in overall length;
- 3 Ashore, including dry-docking and at the premises of contractors for the purposes of overhauling, fitting out, upkeep, repair or survey and which loss or damage is directly caused by external accidental and fortuitous means:
  - 3.1 Stress of weather, stranding, sinking or collision;
  - 3.2 Bursting of boilers, breakage of shafts and loss or damage caused by the negligence of any person whatsoever but excluding the cost of making good any defect as a result of either negligence or breach of contract for any repair or alteration work carried out for Your account or for maintenance;
  - 3.3 Fire, lightning and explosion;
  - 3.4 Earthquake or volcanic eruption;
  - 3.5 Storm, tempest or flood;
  - 3.6 Malicious damage, piracy;

- 3.7 Theft or attempted theft of:
  - 3.7.1 Your entire watercraft and/or its boat(s);
  - 3.7.2 The machinery and/or the fittings and/or equipment and/or outboard motor(s) of Your watercraft and/or of the boat(s) of Your insured watercraft, provided there is physical damage that We can see caused by the theft from: (Only if Outboard motors are shown in the schedule.)
    - 3.7.2.1 Unattended watercrafts, motor or other Vehicles;
    - 3.7.2.2 Residential outbuildings not directly communicating with any private dwelling;
    - 3.7.2.3 Any other place of storage;
    - 3.7.2.4 Outboard motor(s) whilst attached to the watercraft provided that such outboard motor(s) is/are securely locked to the watercraft or its boat(s) by an anti-theft device in addition to the normal method of attachment;
- 3.8 Dropping off or falling overboard of the watercraft's outboard motor(s) provided it is securely fastened to the insured watercraft by a chain or other safety device in addition to the normal method or attachment;
- 3.9 Impact by aircraft and other aerial devices or articles dropped there from.

## EXTENDED BASIC COVER

- 1 **INSPECTION OF THE HULL AFTER STRANDING, SINKING OR COLLISION**  
We will indemnify the actual inspection costs of the hull of the watercraft for possible damage that may have occurred due to stranding, sinking or collision.
- 2 **COSTS TO PREVENT A LOSS**  
We will indemnify costs and expenses incurred in minimising or averting a loss which would have resulted in a claim.
- 3 **STORING, SAFEGUARDING AND REMOVING COSTS**  
We will indemnify You for the actual costs to store, safeguard and remove the watercraft to the nearest repairer after loss or damage has occurred, which is covered under this section.
- 4 **DELIVERY FOLLOWING REPAIRS**  
We will indemnify You for the actual costs, after repairs have been completed, to deliver the watercraft to the address where it is normally kept.
- 5 **SALVAGE COSTS**  
We will indemnify You for salvage charges incurred in preventing a loss by any event stated under "Basic Cover" of this section, including the lifting out, removal or destruction of the wreckage.
- 6 **RECOVERY COSTS**  
We will indemnify You for the actual recovery costs, with our written consent, of Your watercraft after theft or hijacking.
- 7 **RE-FLOATING**  
We will indemnify the expenses of re-floating after Your insured watercraft has been stranded, sunk or in a collision, if reasonably incurred specially for the purpose, even if no damage can be found;
- 8 **SUBMERGED OBJECT**  
We will indemnify You for loss or damage caused by collision with a submerged object.

## SPECIFIC CLAUSES

(Limits)

### 1 MEDICAL EXPENSES

We will provide a benefit in the event of accidental bodily injury to any person inside or on the watercraft, caused by the sinking or collision of the watercraft with any object, except water.

Our compensation will be limited to the amount shown in the schedule

### 2 EMERGENCY REPAIRS

We will indemnify You for emergency repairs needed to allow You to continue Your journey, if the watercraft is the subject of a valid claim under the section. However, You must obtain an itemised invoice.

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

### 3 EMERGENCY ACCOMMODATION

We will indemnify You for emergency accommodation, if You cannot complete your journey following loss of or damage to the insured watercraft under this section, for up to 2 (two) nights for you and any passenger travelling with you.

Our indemnity is limited to the amount per person as shown in the schedule.

### 4 TRAUMA TREATMENT

We will indemnify You for trauma treatment after the experience of a hijacking or attempted hijacking of your watercraft. The trauma treatment must be given by a registered professional counsellor and it must not be possible to recover the expenses from any other insurance or facility.

Our compensation is limited to the amount shown in the Schedule.

## OPTIONAL EXTENSIONS

(Only if shown in the Schedule as included and a premium has been paid)

### 1 OUTBOARD MOTORS

We will indemnify the outboard motors belonging to the insured watercraft against loss or damage, if mentioned in the schedule.

Our compensation is limited to the amounts shown in the schedule.

### 2 SPECIFIED ACCESSORIES (such as water skis and electronic equipment)

We will indemnify the accessories belonging to the watercraft against loss of or damage thereof, if described in the Schedule.

Our compensation is limited to the amounts shown in the schedule.

## CONDITIONS

### 1 DESCRIPTION OF USE

We do not cover any accident, injury, loss, damage, liability, costs or expenses caused, sustained or incurred while the watercraft is used, or in connection with, which insurance is granted under this Section of this Policy is being used otherwise than in accordance with the following description of use clause.

#### 1.1 Description of Use Clause:

Use for social, domestic, pleasure and private purposes.

- 1.2 Excluding:
- 1.2.1 Use in connection with any business or trade or profession or whilst the watercraft or insured property is let out on hire, charter or lent;
  - 1.2.2 Use for racing or speed tests or any trials in connection therewith;
  - 1.2.3 Use as a houseboat.

## 2 UNAVAILABLE PARTS

If any part, accessory or fitment needed to repair or replace damages to the watercraft is not available in South Africa as a standard (ready-manufactured) article, Our liability shall be met by payment of an amount equaling the value of such part at the time of the loss or damage, but only up to the makers' list price. The amount includes the reasonable cost to transport the part (other than by air) and the water craft must be the subject of a valid claim.

## 3 CREDIT AGREEMENT

If, to Our knowledge, the insured watercraft is the subject of a credit, or similar agreement, at the time of the loss, then We shall be entitled to apply any amount payable to first discharge the debt under the agreement and will pay the title holder up to the outstanding amount only, in accordance with the agreement. The total amount payable by Us will not exceed the limit of indemnity shown on the Schedule of Insurance, less any first amount payable.

## 4 BASIS OF INDEMNITY

We will settle a claim by repairing or replacing or paying cash, or a combination of the three.

### 4.1 REPAIRS AND TENDERS

- 4.1.1 We may decide the port or place to which Your watercraft shall proceed for docking repairs provided that We will refund any additional expense of the voyage arising from compliance with Our requirements to You.
- 4.1.2 We may veto the place of repairs or repairing and may also take tenders or may require tenders to be taken for the repairs of Your watercraft.

### 4.2 TOTAL LOSS

- 4.2.1 If the watercraft is less than 5 (five) years old, We will indemnify by replacing the watercraft or part thereof, with similar new property.
  - 4.2.2 If the watercraft is older than five years, we will indemnify You by replacing the watercraft or part thereof up to its reasonable market value by obtaining at least 2 (two) market-value quotations from qualified watercraft dealers.
- 4.3 We will indemnify You for sails, protective covers, erected tackle, outboard motors, inboard motors and batteries up to the market value there off.

### 4.4 LIMIT OF INDEMNITY

We will indemnify You to the maximum amount as shown in the schedule.

## 5 AVERAGE

This section of the policy is applicable to the average condition:

- 5.1 If the watercraft is less than 5 (five) years old and at the time of any loss or damage, the amount needed to replace the watercraft, excluding the sails, protective covers, erected tackle, outboard motors, inboard motors and batteries, with a similar new watercraft valued more than the insured amount, We will pay You the amount equal to the sum insured. You will be considered to be Your own insurer for the difference between the insured amount and the amount needed to replace the watercraft. You will be responsible for the portion over and above the sum insured.
- 5.2 If the watercraft is older than 5 (five) years and at the time of any loss or damage, the amount needed to replace the watercraft, excluding the sails, protective covers, erected tackle, outboard motors, inboard motors and batteries, with a similar watercraft valued more than the insured amount, You will be considered to be responsible for a proportional share of the loss or damage. See General Condition 13 regarding the calculation of Your proportion.
- 5.3 This condition applies separately to each item in the Schedule.

## 6 TERRITORIAL LIMITS WATER CRAFT

Watercraft will be limited to the following "Territorial Limits"; Republic of South Africa, Namibia, Mozambique, and inside a 20 (twenty) km range from the shores of the territories described above.

## 7 AMOUNT PAYABLE BY YOU

You are liable for the excess amount and/or percentage as shown in the schedule of insurance for each and every event. Refer to "General Conditions" paragraph 14.

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

## 8 SISTER SHIPS

Should the watercraft come into collision with or receive salvage services from another watercraft belonging wholly, or in part to You, or under the same management, You shall have the same rights under this Section as You would have had were the other watercraft entirely the property of owners not interested in Your watercraft.

## 9 ASSIGNMENT

No assignment of, or interest in, this Section of the Policy or in any money which may be or become, payable under this Section, will, be recognised by or binding on Us unless a dated notice of such assignment or interest signed by You and (in the case of subsequent assignment) by the assignor is endorsed on this Section and the Policy with such endorsement be produced before payment of any claim or return of premium thereunder, but nothing in the clause shall have effect as an arrangement by Us to a sale or transfer to new management.

## 10 LAID UP PERIODS

We do not refund any premium for any period during which Your watercraft may be laid up.

## 11 DUE DILIGENCE

You warrant that You will:

- 11.1 Take all reasonable steps to maintain Your watercraft in a proper state of repair and in a seaworthy condition, and that You will forfeit cover if You do not;
- 11.2 At all times exercise all reasonable precautions for the safety of Your watercraft;
- 11.3 To prevent loss, damage and accidents;
- 11.4 Comply with all laws applicable to the ownership, possession and use of the watercraft.

## NOT COVERED BY THIS SECTION

(Watercraft Loss or Damage)

None of the following types of loss or damage are covered unless specified in the schedule:

- 1 Loss of, or damage, directly or indirectly caused by, or through, or contributed to by wear and tear, depreciation from use or occasioned by moth, rodents or vermin, rust, un-seaworthiness and consequential loss from any cause whatsoever.
- 2 Loss of or damage to or the costs of repairing:
  - 2.1 Mechanical or electrical breakdowns, failures or breakages;
  - 2.2 Motors and electrical machinery and batteries and their connections (excluding the shaft and propeller) including metalling or repairs thereto.

Unless caused by:

- 2.2.1 Your watercraft being stranded, sunk, burnt, on fire, in collision or in contact with any external substances (including ice but excluding water);
- 2.2.2 Theft of Your entire watercraft or theft accompanied by actual forcible, visible and violent breaking into, or out of, Your watercraft or place of storage, or theft of the outboard motor/s securely locked to Your watercraft by an anti-theft device, in addition to its normal method or attachment, or by fire in a place of storage ashore, or whilst Your property is being removed from, or placed in, Your watercraft;
- 2.2.3 Explosion, earthquake, impact by aircraft and other aerial devices or articles

- dropped there from or any contingencies insured;
- 2.2.4 Loss of, or damage to, sails and protective covers slit by the wind or blown away whilst set, unless:
- 2.2.4.1 Caused by Your watercraft being stranded, sunk, burnt, on fire or in collision or in contact with any external substance (including ice but excluding water);
- 2.2.4.2 In consequence of damage to the spars to which the sails are bent;
- 3 Damage resulting from scratching or bruising and/or denting and the cost of consequent repainting or revarnishing arising during transit or during loading or unloading;
- 4 Any loss or expenditure incurred solely in remedying a fault in design, or in the event of damage resulting from faulty design and giving rise to a claim under the conditions of this insurance, for any additional expenditure incurred by reason of betterment or alternation in design, or for the cost and expense of replacing or repairing any part condemned solely in consequence of a latent fault or error in design or construction;
- 5 Any boat not permanently marked with the name of Your watercraft (parent watercraft);
- 6 The Excess of any claim as stated on the Excesses Annexure or on the Schedule, whichever is more;
- 7 Loss or damage to the insured vessel is used by You or any other person where the alcohol concentration of such person exceeds the legal limit as envisaged by the Merchant Shipping Act no 57 of 1951 (National Small Vessel Safety) regulations 2007 (as amended or substituted) and the Regulations promulgated there under or where the person is under the influence of intoxicating liquor or drugs with a narcotic effect;
- 8 Loss of, or damage to, the insured watercraft whilst the watercraft is being navigated by any person who is not legally entitled to do so, or any person under the age of 16 (sixteen);
- 9 Loss of, or damage to, the insured watercraft used in professional Racing unless the policy is specifically endorsed to the contrary;
- 10 Loss of, or damage whilst the watercraft is being used for single handed navigation outside South African, Namibia, Mozambique and Botswana Territorial Waters;
- 11 Loss of, or damage to, the watercraft whilst being towed or whilst towing other watercrafts;
- 12 Loss of or damage as a result of Seepage and or Pollution;
- 13 Loss of or damage to property belonging to You or leased, hired, lent to You or in Your charge, custody, control or held in trust by You, or on Your behalf, conveyed, or about to be conveyed, in or on the watercraft, except for property belonging to passengers and water-skiers;
- 14 Loss, damage, costs, expenses or liability of whatsoever nature directly and/or indirectly caused by, or contributed to by, or arising from capture, seizure, arrest, restraint or detainment and the consequences thereof or any attempt thereat.
- 15 Loss or damage to jet skis or wet bikes in the open or on a trailer if left unattended;
- 16 Loss or damage caused by cleaning, repairing, restoring or maintenance by any manner or method;
- 17 Loss or damage to sails and protective covers torn by wind or blown away while being hoisted;
- 18 Loss or damage due to depreciation in value whether from repairs or otherwise;
- 19 Loss or damage from or in connection with any exchange, cash or credit sale agreement, including theft under false pretense and fraud;

- 20 Loss or damage if the watercraft is used for any purpose other than shown in the Schedule;
- 21 Loss or damage if the following items are not adequately protected from water and nature elements that the watercraft is usually exposed to:
  - 21.1 Clothing or personal effects;
  - 21.2 Gear of any nature;
  - 21.3 Sports or recreation equipment;
  - 21.4 Safety and medical supplies;
  - 21.5 Nautical items not attached to the watercraft;
  - 21.6 Electronic and mechanical equipment.

## WATERCRAFT LIABILITY

### 1 LIMIT OF LIABILITY

The cover will be for amounts You are legally liable to a third party out of one accident or series of accidents due to, or arising out of, each event or occurrence involving compensation under more than one article, by using the watercraft or the towing of any stranded watercraft.

Our compensation is limited to R250 000 (two hundred and fifty thousand rand). The limit includes all costs and expenses incurred by us and costs and expenses You incur with our prior written approval.

### 2 PASSENGER LIABILITY

We will pay for people who are transported in or on the watercraft, the amount for which you are legally liable for at the time of the event. Our compensation is limited to R100 000 (one hundred thousand rand).

### 3 LIABILITY OF WATER-SKIERS OR PARASAILORS

We will pay for the amount for which a water-skier or parasailor becomes legally liable for, due to an occurrence which happens or arises while the water-skier or parasailor is being towed by the insured watercraft.

Our compensation is limited to R50 000 (Fifty thousand rand)

We are not liable:

- 3.1 if other insurance is applicable to indemnify the water-skier or parasailor;
- 3.2 for the accidental death of, or bodily injury to, or illness of a person, which arises from their service to the water-skier or parasailor, and the people, are members of the household or in the service of the water-skier or parasailor.
- 3.3 for property belonging to, or kept in trust by, or under the charge or control of, or in the custody of the water-skier or parasailor, or any member of the household of the water-skier or parasailor, or any person in the service of the water-skier or parasailor;
- 3.4 if the water-skier or parasailor does not comply with the conditions of this policy.

### 4 LIABILITY TO THIRD PARTIES IF A PERSON OTHER THAN YOU USES THE WATERCRAFT

We will compensate any person who is permitted by you to navigate your watercraft, for amounts they are legally liable to a third party due to an event which happens or arises from the person's using the watercraft, insured under this section, subject to the limits mentioned under the heading "Watercraft Liability".

This legal liability is subject to the following conditions:

- 4.1 the person complies with all the applicable General Conditions and conditions of this section;
- 4.2 the person was using the watercraft with Your express permission and not operating or employed by a yacht or motorboat club, sales agency or similar organisation;
- 4.3 the person is not entitled to compensation from any other insurance policy;
- 4.4 watercraft insurance has never been refused for the person, or continuation thereof;

- 4.5 the person complies with any law, regulation, legislation, be it National Provincial or Local, or who is older than the age of 16 (sixteen).
- 4.6 the person not employed by the operator of a shipyard, repair yard or slipway;

## EXTENDED LIABILITY COVER

### 1 COST, EXPENSES AND EXTENSION

- 1.1 The expense incurred by You, by reason of Your interest in the watercraft, in connection with official enquiries and inquests;
- 1.2 Legal costs incurred in defending any action, or contesting liability, provided that such costs and expenses are incurred with Our written consent;
- 1.3 All sums for which You shall become legally liable to pay and shall pay in connection with accidents due to or alleged to be due to, First Aid treatment administered or made available by You, provided always that any liability for wrongful diagnosis is expressly excluded;
- 1.4 If more than one party is named as the insured in the Schedule, then each such party shall be deemed to be indemnified in accordance with the indemnity afforded under Liabilities as if separate insurance under this Section has been issued to each such party and We agree to waive all rights of subrogation which We may have or acquire against each such party.

## NOT COVERED BY THIS SECTION

(Watercraft Liability)

None of the following types of loss or damage are covered unless specified in the schedule:

- 1 The Excess of any claim as stated on the Excesses Annexure or on the Schedule, whichever is more;
- 2 Liability whilst the watercraft is used by You or any other person where the alcohol concentration of such person exceeds the legal limit as envisaged by the Merchant Shipping Act no 57 of 1951 (National Small Vessel Safety) regulations 2007 (as amended or substituted) and the Regulations promulgated there under or where the person is under the influence of intoxicating liquor or drugs with a narcotic effect;
- 3 Liability whilst the watercraft is being navigated by any person who is not legally entitled to do so, or any person under the age of 16 (sixteen);
- 4 Liability whilst the insured watercraft is used in professional Racing unless the policy is specifically endorsed to the contrary;
- 5 Liability whilst the watercraft is being used for single handed navigation outside South African, Namibia, Mozambique and Botswana Territorial Waters;
- 6 Liability whilst the watercraft is being towed or whilst towing other watercrafts;
- 7 Death of or bodily injury to or illness of:
  - 7.1 Any person being a member of the same household as You or any person being a member of Your family;
  - 7.2 Workmen or any person employed by You in any capacity whatsoever arising out of, and in the course of, such employment.
- 8 Loss of or damage to property:
  - 8.1 Belonging to You or leased, hired, lent to You or in Your charge, custody, control or held in trust by You, or on Your behalf, conveyed, or about to be conveyed, in or on the watercraft, except for property belonging to passengers and water-skiers;
  - 8.2 Claims for compensation for fare paying passengers;
  - 8.3 Liability assumed by You by agreement unless such liability would have attached to You notwithstanding such agreement;
  - 8.4 Any advice or treatment, other than First Aid treatment, given or administered by You or by

- any person acting on Your behalf;
- 8.5 Accidents arising whilst Your watercraft is in transit by road, or attached to a motor Vehicle, or has broken away or become accidentally detached from a motor Vehicle, including any liability which is the subject of indemnity under any form of motor Vehicle insurance (whether such insurance falls within the scope of any compulsory Motor Vehicle Insurance legislation applicable to the Territorial Limits notwithstanding that no such insurance is in force or has been effected).
- 9 Liability assumed by You by agreement unless such liability would have attached to You notwithstanding such agreement;
- 10 Any advice or treatment, other than first aid treatment, given or administered by You, or by any person acting on Your behalf.
- 11 Legal costs and expenses incurred after the date we have settled or offered to settle any claim by a third party:  
11.1 up to the limit of this section; or  
11.2 for amounts we believe will settle the third party claim;
- 12 Costs or expenses due to claims recoverable from any other section of this policy or from any other policy whether You have claimed or not.
- 13 Liability as a result of the watercraft not being seaworthy (cannot be used safely on water);
- 14 If the watercraft is used for any purpose other than shown in the Schedule;
- 15 Liability of whatsoever nature directly and/or indirectly caused by, or contributed to by, or arising from capture, seizure, arrest, restraint or detainment and the consequences thereof or any attempt thereat.

## DEFINITIONS

<b>"You/Your/Yours/Yourself"</b>	means the insured in whose name the policy is issued and who is named in the schedule.
<b>"We/Us/Our"</b>	means RMB Structured Insurance Limited (RMBSI), the Insurer. RMBSI is a registered Insurer for the purposes of the Short-term Insurance Act 1998 and a licensed financial services provider for the purposes of the Financial Advisory and Intermediary Services Act 2002 as amended from time to time.
<b>"Death"</b>	means death occurring within 24 (twenty four) consecutive months of the event which is the sole and direct cause from an accident.
<b>"Bodily Injury"</b>	means an injury caused by violent, accidental, external and visible means following an accident.
<b>"Accident"</b>	means a specific, unpredictable, unusual and unintended external action causing a bodily injury.
<b>"Permanent Disability"</b>	means disability described in the compensation scale as permanent disablement, occurring within 24 (twenty four) consecutive months, after sustaining the bodily injury.
<b>"Temporary Total Disablement"</b>	means incapacity from Your usual business or occupation but not of a permanent nature.

## BASIC COVER

### 1 PAYMENT OF COMPENSATION

If You sustain bodily injury directly as a result of violent, accidental, external and visible means We will in respect of such injury, pay to You (or in the event of Your death to Your legal personal representatives or Your estate) the sum insured stated in the schedule if such injury shall be the sole and direct cause of death or permanent disablement within 24 (twenty four) months of the date of the accident.

### 2 COMPENSATION

- 2.1 **Death**  
The sum insured as stated in the schedule.
- 2.2 **Permanent Disablement**  
The percentage of the sum insured as stated in the schedule and calculated as set out in the table below.
- 2.3 **Temporary Total Disablement necessarily preventing You from engaging in, or giving attention to, Your usual business or occupation.**  
  
The amount stated in the schedule for each week of such total disablement, but limited to the number of weeks as stated in the schedule.
- 2.4 **Medical, surgical, dental, hospital, emergency rescue and transportation expenses including artificial aids and prostheses incurred as a result of bodily injury as defined above.**

Our total limit of liability will never exceed the amount as stated in the schedule.

DESCRIPTION OF PERMANENT DISABLEMENT		% OF THE SUM INSURED PAYABLE
Loss by physical separation at, or above, the wrist, or ankle of one or more limbs		100
Loss of four fingers		70
Loss of thumb	both phalanges	25
	one phalanx	10
Loss of index finger	three phalanges	10
	two phalanges	8
	one phalanx	4
Loss of middle finger	three phalanges	6
	two phalanges	4
	one phalanx	2
Loss of ring finger	three phalanges	5
	two phalanges	4
	one phalanx	2
Loss of little finger	three phalanges	4
	two phalanges	3
	one phalanx	2
Loss of metacarpal	first or second (additional)	3
	third, fourth or fifth (additional)	2
Loss of toes	all on one foot	30
	great, both phalanges	5
	great, one phalanx other than great, if more than one	2
	toe lost, each	1
Loss of hearing	both ears	100
	one ear	25
Loss of	whole eye	100
	sight of eye	100
Loss of	sight of one eye, except Perception of light	75
Loss of	speech	100
Injuries resulting in total paralysis or permanent disablement or in being permanently bedridden.		100
Permanent disfigurement from burns of:		
(a)	100% of the surface area of the head and/or neck	50
(b)	100% of the surface area of the remainder of the body	25

If the percentage disfigurement under item (a) or (b) is less than 100% (one hundred percent) of the surface area We will apply to the benefit concerned a percentage based on the extent that actual disfigurement bears to 100% (one hundred percent)disfigurement.

We shall not be liable under item (a) or (b) unless the extent of disfigurement under item (a) or (b) individually exceeds 10% (ten percent) nor until the permanent effect of medical and/or surgical treatment has been

established.

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

Where the injury is not specified We will apply a percentage of disablement which is consistent with the provisions of this table.

The aggregate of all percentages payable for permanent disablement in respect of any one accident shall not exceed 100% (one hundred percent) of the amount payable under item b.

## SPECIFIC CLAUSES (Limits)

### 1 REPATRIATION

We will pay in addition to the Death sum insured actual and necessary expenses for the repatriation of Your body to Your normal place of residence limited to the amount shown in the schedule.

However, these costs must not be recoverable from any other insurance, including any facility You may have.

### 2 TRAUMA

We will pay compensation if You are the victim of a violent act of theft, hold-up, hijacking or unlawful assault which necessitates professional counselling. Our compensation is limited to the percentage and limit as shown in the schedule.

However, these costs must not be recoverable from any other insurance, including any facility You may have.

### 3 DEATH BENEFIT

In the event of an accident giving rise to a death claim We will pay to Your estate the amount as shown in the schedule.

### 4 LIFE-SUPPORT MACHINERY

The 24 (twenty four) months period stated under Cover provided shall not include any period or periods where Your death is delayed solely by the use, for a period or periods of not less than 3 (three) consecutive days, of life support machinery, equipment or apparatus.

### 5 DISAPPEARANCE

If, after a reasonable period of time has elapsed and We, having examined all evidence accepted by a court of law, have no reason to suppose other than, that an accident has occurred, Your disappearance shall be considered to constitute a claim. If, at any time after payment has been made by Us in settlement of a claim, You are found to be living, any sums We have paid in settlement of the claim shall be refunded to Us.

### 6 EXPOSURE

Death or bodily injury resulting from starvation, thirst and/or exposure as a direct or indirect result of an accident shall be considered to constitute a claim.

### 7 PART PAYMENTS

Temporary total disablement payments will be made to You at intervals provided a satisfactory medical report from the attending medical practitioner is submitted to Us at the time of such temporary total disablement.

## 8 DOUBLE COMPENSATION

In the event of death of You and Your spouse within 12 (twelve) months) as a result of the same accident, We will pay double compensation in respect of item 2.1 (Death)

Provided that:

- 8.1 You have selected cover for items 2.1, 2.2 and 2.3 and the compensation for item 2.3 is at least 1% (one percent) of item 2.1 (Death).
- 8.2 There is a surviving minor child who is entirely dependent on You and Your spouse;
- 8.3 You and Your spouse and child were all members of the same household at the time of the accident.

## CONDITIONS

- 1 No compensation shall be payable:
  - 1.1 under Compensation 2.3 where the period of disablement is less than 7 (seven) consecutive days;
  - 1.2 under Compensation 2.4 where such expenses are less than R100 (one hundred rand).
- 2 Compensation under items 2.3 and 2.4 shall cease immediately:
  - 2.1 when compensation becomes payable under Compensation 2.1
  - 2.2 when compensation becomes payable under Compensation 2.2 provided that bodily injury resulted in the disablement has been cured or healed as far as reasonably possible.
- 3 Compensation shall not be payable under more than one of Compensations 2.1 and 2.2 in respect of the same accident.
- 4 Payments under Compensation 2.3 shall cease as soon as You are deemed medically fit or able to return to Your usual business or occupation.
- 5 Upon payment of any claim under Compensation 2.1 or 2.2 for which compensation, as stated in the table of permanent disablement is 100% (one hundred percent) of the basic amount insured by that item, the insurance and any further liability will cease immediately.
- 6 You should give notice to Us:
  - 6.1 of any physical infirmity which, to Your knowledge, affects You;
  - 6.2 immediately of any change of occupation by Yourself.
- 7 This section will not continue in force beyond the period of insurance during which You attain the age of 75 (seventy five) years or prior to the age of 18 (eighteen).
- 8 Medical Examinations
  - 8.1 You must submit to a medical examination at our expense as often as We may reasonably require.
  - 8.2 On the happening of any occurrence for which Compensation is payable, You must employ the services of a registered medical practitioner and undergo any treatment the Practitioner deems necessary.
- 9 Other Insurance  
General Condition 23 "Other insurance" does not apply to this section.
- 10 Compensation in case of Your death, will be paid to Your estate.

## NOT COVERED BY THIS SECTION

We will not be liable for any claim resulting from:

- 1 Participation by You in:
  - 1.1 any sport as a professional;
  - 1.2 parachuting, skydiving, bungee-jumping, hang gliding, polo, steeple chasing, rugby, winter sports, ice hockey, wrestling, boxing, scuba diving, water skiing or martial arts;
  - 1.3 racing, speed or endurance tests on, or in, power driven vehicles or craft;
  - 1.4 flying, other than as a fare-paying passenger on a recognised airline operation on regular scheduled air routes or air travel by any charter aircraft duly licensed as a recognised air carrier;
  - 1.5 mountaineering where the use of ropes or a guide is necessary;
  - 1.6 manufacturing or the use of explosives;
  - 1.7 Motorcycle racing;
  - 1.8 Underground works including mining activity.
- 2 Any physical infirmity, disease, condition or disability which existed prior to inception of this section of the policy.
- 3 Pregnancy, childbirth, miscarriage, abortion or any consequences of these activities.
- 4 Your wilful misconduct or being under the influence of intoxicating liquor or drugs or where the alcohol level irrespective of the manner of measurement, exceeds the legal limit.
- 5 You driving a vehicle while you are under the influence of intoxicating liquor or drugs or Your blood or breath alcohol concentration exceeds the legal limit.
- 6 Your suicide, attempted suicide or intentional self-injury.
- 7 Insanity, neurosis or stress related conditions.
- 8 An accident caused by or attributable to:
  - 8.1 Your participation in any riot, civil commotion, labour disturbance, strike or lockout or public disorder or any act or activity which is calculated or directed to bring these about.
  - 8.2 The performance of or attempt to perform:
    - 8.2.1. any act, whether on behalf of any organization, body 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;
    - 8.2.2. any act which is calculated, or directed, to bring about destruction or damage or bodily injury in order to further any political aim, objective or cause, or to bring about any social or economic change or in protest against any State or government or any provincial, local or tribal authority or for the purpose of inspiring fear in the public or any section thereof.
- 9 Your service in the military, naval, police or air service of any country.
- 10 Your employment on the crew of a ship, offshore drilling rig, refinery, petroleum or ammunition manufacturers.

(If cover is indicated on the Schedule and We have received the premium)

## DEFINITIONS

- “You/Your/Yours/Yourself”** means the names shown in the Schedule, including Your spouse and any other members of Your family or Your spouse’s family who normally live with You.
- “We/Us/Our”** means RMB Structured Insurance Limited (RMBSI), the Insurer. RMBSI is a registered Insurer for the purposes of the Short-term Insurance Act 1998 and a licensed financial services provider for the purposes of the Financial Advisory and Intermediary Services Act 2002 as amended from time to time.
- “Any Person”** means people not related to You, and people who are not in Your employment when the event happens. However, they may include people who normally live with You.
- “Underlying Policy”** means a valid insurance policy in force with:
- 1 a registered South African insurer (underlying insurer) that covers personal liability, property owners’ liability, tenants’ liability, motor liability or watercraft liability;
  - 2 any insurer (underlying insurer) in the world that covers motor liability, watercraft liability or property owners’ liability for any motor vehicle hired, leased or owned by You, or for any watercraft or property owned by You, outside the Republic of South Africa.

## BASIC COVER

### 1 INDEMNITY TO YOU

If You become legally liable to pay compensation for accidental death, bodily injury or illness or accidental loss or damage to property occurring during the Period of Insurance, from an event anywhere in the world; but excluding any judgement, award, payment or settlement made within a country which operates under the laws of the United States of America or Canada or is subject to any order which is made anywhere in the world to enforce such judgement, award payment or settlement or part thereof and also excluding any punitive damages, during the Period of Insurance;

To the extent that:

- 1.1 Such liability is not indemnifiable in terms of another Insurance Policy; or

We will:

- 1.2 Compensate You up to Limit of Indemnity stated on the Schedule but not exceeding R3 000 000 (three million rand) per accident or series of accidents arising out of one event including all legal costs and expenses;
  - 1.2.1 Recoverable by or on behalf of, any claimant from You; and/or
  - 1.2.2 Incurred with Our written consent which consent shall not be unreasonably withheld.

## SPECIFIC CLAUSES (Limits)

### 1 TENANTS

If You become legally liable as a tenant and not as an owner for:

- 1.1 Damage to the building of a Dwelling and its domestic outbuildings (including fixtures and fittings) caused by an insured event under the Household Contents (Section 2);
- 1.2 Accidental damage to fixed sanitary ware or fixed glass;
- 1.3 Accidental damage to water, gas, sewerage, electricity or telephone connections to the Dwelling or outbuildings;

We will compensate You in terms of Basic Cover item 1.2 above up to the amount stated in the Schedule but not exceeding R3 000 000 (three million rand) per claim or series of claims arising out of one event.

### 2 SECURITY COMPANIES

- 2.1 We will compensate You in terms of Basic Cover item 1.1 above for claims arising from the ownership possession or use of any electrified fence;
- 2.2 We will ompensate You for Your legal liability arising out of a Deed of indemnification or similar undertaking to any person who is a member of SAIDSA (South African Intruder Detection Systems Association) or who has been approved by SAIA Approved (Pty) Limited and who has contracted with You to provide You with security services (referred to below as the Deed) provided that:
  - 2.2.1 Both the Deed and the contract for the provision of such security services are in writing and dated prior to the event or events giving rise to a claim being made against You in terms of the Deed;
  - 2.2.2 The event or events giving rise to the claim against You in terms of the Deed occur on, or in, the immediate vicinity of the buildings situated at the address stated on the Schedule.
- 2.3 Neighbourhood Watch Liability  
We will compensate You and any member of Your family who normally resides with You at the address stated on the Schedule against liability at law for:
  - 2.3.1 Accidental death or bodily injury to any persons other than members of Your family who normally reside with You at the address stated on the Schedule or Your household employees;
  - 2.3.2 Accidental damage to property which is not owned by, or in the custody of, Yourself or any member of Your family who normally resides with You at the address stated on the Schedule or Your household employees;

Resulting from the arrest or search of any person up to an amount of R25 000 (twenty five thousand rand) in respect of each claim or series of claims arising out of one event. We will compensate You in terms of Basic Cover item 1.2 above up to the amount stated in the Schedule but not exceeding R3 000 000 (three million rand) per claim or series of claims arising out of one event.

#### 2.4 Wrongful Arrest

All sums which You are legally liable to pay for compensation or damages in respect of wrongful arrest, or alleged wrongful arrest, by You of any person other than:

- 2.4.1 A person under a contract of service or apprenticeship with You; or
- 2.4.2 A member of Your family or household;

Which arises out of Your activities as a member of a neighbourhood watch or a block watch group or of a similar voluntary non-profit organisation.

Provided that the amount payable for all compensation and damages and all costs and expenses of litigation and all other costs and expenses will not exceed R50 000 (fifty thousand rand) in respect of all death, injury, illness, loss and damage sustained during any 12 (twelve) month period of insurance.

2.5 Security Company/Garden Services

Special Exclusion 4 does not apply to any liability assumed in terms of a written contract entered into with any organisation providing security, armed response or garden services, in respect of property insured under the Contents and Home Owners sections.

Provided that the amount payable for all compensation and damages and all costs and expenses of litigation and all other costs and expenses will not exceed R25 000 (twenty five thousand rand) in respect of all such compensation payable for all events occurring during any 12 (twelve) month period of insurance.

3 PERSONAL LEGAL LIABILITY TO DOMESTIC EMPLOYEES

We will compensate You for Your legal liability due to the accidental death of, or bodily injury to, Your domestic employees that arises from and in the course of their employment.

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

We will compensate for any single claim, any series of claims resulting from the same event, or all events that happen during the period of insurance, up to R25 000 (twenty five thousand rand).

## OPTIONAL EXTENSIONS

(Only if shown in the Schedule as included)

Cover in respect of liability arising as a result of the use and/or ownership of an insured Vehicle is extended to indemnify any organisation of which You are a director, a partner, a member of the holding CC, or a sole proprietor provided such organisation is not involved in the hiring of Vehicles, or the carriage of passengers for hire, or the carriage or fare paying passengers. We will not be liable for loss or damage which is insured by, or would, but for the existence of this extension, be insured by any other policy currently in force and provided that the Vehicle is being used in accordance with the class of use stated on the Schedule.

## CONDITIONS

- 1 The indemnity granted by this Section is conditional upon there being in force at the time of the occurrence underlying cover in terms of one of the Sections of this policy which substantially provides cover for the type of liability for which indemnity is sought hereunder and upon You not being in breach of the conditions of such cover;
- 2 This Section is governed by the laws of the Republic of South Africa whose courts shall have exclusive jurisdiction in any dispute between Us and You;
- 3 In respect of any claim We may take over and conduct in Your name for Our benefit and will have full discretion in the conduct of any proceedings and in the settlement of any claim. You will give all necessary information and assistance as may be required by Us;
- 4 Payments under this Section shall be payable in the Republic of South Africa in the currency of the Republic of South Africa;
- 5 We may in the case of any occurrence pay to You the maximum indemnity limit (but deducting any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and We shall thereafter be under no further liability in respect of such occurrence;
- 6 No admission, offer, promise or payment in relation to a claim under this Section may be made or given by or on Your behalf, without Our written consent. You will take all reasonable steps to ensure that You comply with this condition and co-operate with Us in the defence and settlement of any claim which is indemnifiable by this Section, and in the exercise of any subrogation rights.

- 7 Amount payable by you;
  - 7.1 The first R5 000 (five thousand rand) of any claim in relation to property hired, leased or borrowed by You or property in Your custody or control;
  - 7.2 For the first R2 000 (two thousand rand) of any claim arising from the suspension or termination of employment of any employee.

## NOT COVERED BY THIS SECTION

Unless specifically otherwise shown in the Schedule, we will not indemnify You for legal liabilities relating to the following:

- 1 Compensation payable to You;
- 2 Loss of, or damage to, property belonging to You or Your domestic servant;
- 3 Liability directly or indirectly due to:
  - 3.1 Your employment, business or profession including, but not limited to the sale of any goods or the rendering of any services for a fee, required or any other consideration; This exclusion does not apply in respect of motor liability unless such liability arises out of the use of any motor Vehicle for the carriage of passengers for hire or carriage of fare paying passengers;
  - 3.2 The ownership of land or buildings (other than buildings insured under Home Owners Section and land upon which they are situated provided the land is used for residential purposes);
  - 3.3 The occupation of land or buildings, other than Your Dwelling;
  - 3.4 The use of any Vehicle, caravan, trailer, air or Water Craft (other than model aircraft, surfboard or paddle ski) owned by, or in the custody or control of, Yourself or Your domestic servant;
- 4 Liability accepted by agreement which would not have attached in the absence of the agreement (other than specifically covered in the clauses of this Section);
- 5 Arising out of the letting or hiring out of any movable or immovable property or part thereof for a fee, reward or any other consideration;
- 6 Loss or damage arising out of the reckless disregard, by You, of the possible consequences of Your acts or omissions;
- 7 Loss or damage arising out of:
  - 7.1 One insured to another;
  - 7.2 To any former insured in respect of any occurrence during the period when such former insured was an insured;
- 8 Loss or damage to property to the extent that such liability is indemnifiable under any other insurance policy;
- 9 Loss or damage arising out of the ownership, or use, of any aircraft other than model aircraft;
- 10 Loss which is the subject of statutory or similar legislation controlling the use of motor Vehicles or trailers and in respect of which liability:
  - 10.1 You are compelled to effect insurance or to furnish security; or
  - 10.2 The State or other Governmental body or Authority has accepted responsibility;
- 11 For any claim in respect of Motor Liability;
- 12 To any person getting onto, or off any motorcycle, scooter, three wheeled Vehicle or quad bike, or on the load compartment of a light delivery Vehicle not exceeding 3 500 kg (three thousand five hundred) in gross Vehicle mass or any passenger on a motorcycle, scooter, three wheeled Vehicle or quad bike, or on the load compartment of a light delivery Vehicle not exceeding 3 500 kg (three thousand five hundred) in gross Vehicle mass;

- 13 For any claim in respect of Water Craft Liability;
- 14 For loss of or damage to any self-propelled land Vehicle, trailer, caravan, watercraft or aircraft in Your care, custody or control;
- 15 Liability arising out of any of Your dishonest, fraudulent or malicious act or acts of physical assault or seduction committed by You;
- 16 For payment of any fine, penalty, multiple, punitive or exemplary damages or arising out of liquidated damages clauses, penalty clauses or performance warranties, except to the extent that it can be proved that liability would have attached in the absence of such clauses or warranties;
- 17 For any debt;
- 18 For failure to pay maintenance or alimony or any amounts following a breach of promise;
- 19 Arising out of the purchase, sale, barter or exchange of any property, movable or immovable or Your failure to comply with any obligations in relation thereto;

(If cover is indicated on the Schedule and We have received the premium)

## DEFINITIONS

- “You/Your/Yours/Yourself”** means the person(s) in whose name this Policy is issued and any member of Your family living with You and who are financially dependent upon You.
- “We/Us/Our”** means RMB Structured Insurance Limited (RMBSI), the Insurer. RMBSI is a registered Insurer for the purposes of the Short-term Insurance Act 1998 and a licensed financial services provider for the purposes of the Financial Advisory and Intermediary Services Act 2002 as amended from time to time.
- “Underlying Insurance”** means an existing insurance policy, as stated in the schedule, in force with:
- 1 a registered South African Insurer
  - 2 any Insurer in the world which covers one or more of the following:
    - 2.1 Motor Liability
    - 2.2 Watercraft Liability
    - 2.3 Property Owners Liability
    - 2.4 Tenants Liability
- but not an insurance policy in respect of any motor vehicle hired, leased or owned by the Insured or any watercraft or property owned by the Insured, outside The Republic of South Africa, Lesotho, Swaziland, Mozambique, Zimbabwe, Zambia, Botswana, Namibia, and Malawi.

## BASIC COVER

We will indemnify You up to the Limit of Indemnity stated in the Schedule for damages which You become legally liable to pay in accordance with the law of any country (but not in respect of any judgment, award, payment or settlement made within countries which operate under the laws of North America) due to:

- 1 Any event occurring anywhere in the world during the Period of Insurance
  - 1.1 where such liability is not indemnifiable in terms of the Insuring Clause and/or Insurable Events Clause and/or Operative Clause of any Underlying Insurance; or
  - 1.2 for which the limit of compensation, including costs and expenses, of the underlying policy is exceeded. We will only pay compensation above the limits shown in the underlying policy for:
    - 1.2.1 The Personal Liability section
    - 1.2.2 The Vehicle Liability section
    - 1.2.3 The Watercraft Liability section in respect of third parties and passengers.
  - 1.3 where such liability is not indemnifiable by reason of Exclusion in any Underlying Insurance; or
- 2 The Limit of Indemnity includes all legal costs and expenses:
  - 2.1 recoverable by or on behalf of any claimant(s) from You
  - 2.2 incurred by the You with Our written consent which consent shall not be withheld unreasonably.

## LIMIT OF COMPENSATION

We will only pay compensation, not exceeding the limit shown in the schedule, whichever is the lesser, for any single claim, any series of claims resulting from the same event, or all events that happen during the period of insurance.

## SPECIAL EXCLUSIONS

No indemnity is granted by this Policy against liability:

- 1 arising out of and in the course of the Your employment, business or profession including but not limited to the sale of any goods or the rendering of any services for a fee, reward or any other consideration;
- 2 arising out of the letting and/or hiring out of:
  - 2.1 any movable property;
  - 2.2 immovable property or part thereof for a fee, reward or any other consideration unless such liability is indemnifiable by any of the Underlying Insurances.
- 3 the first R10 000 (ten thousand rand) of any claim in relation to property hired, leased or borrowed by You;
- 4 arising out of the reckless disregard by You of the possible consequences of Your acts or omissions;
- 5 transferring:
  - 5.1 of yours to another;
  - 5.2 to any former Insured in respect of any occurrence during any period when such former Insured was an Insured.
- 6 arising out of loss of or damage to property to the extent that such liability is indemnifiable under any other insurance policy;
- 7 arising out of the ownership or use of any aircraft other than model aircraft and hang gliders;
- 8 except for so much of any compensation payable in respect of liability for death of or bodily injury to persons being carried in or upon or getting into or alighting from a vehicle, for injury which:
  - 8.1 is the subject of legislation enacted for the purpose of providing compensation for loss or damage wrongfully caused by the driving of a motor vehicle, or
  - 8.2 is the subject of legislation controlling the use of motor vehicles or trailers and in respect of which liability:
    - 8.2.1 You are compelled to effect insurance or otherwise furnish security, or
    - 8.2.2 the State or other governmental authority has accepted responsibility, or
  - 8.3 is suffered as a result of an emotional shock by a person other than an injured party on witnessing, observing or being informed of the injury of another person as a result of the driving of a motor vehicle.

This special exclusion shall apply notwithstanding that no insurance under such legislation is in force or has been affected, or that compensation is not paid for any reason whatsoever.
- 9 For Motor Balance of Third Party liability unless such liability is in excess of the Scheduled Underlying Insurance and is indemnifiable thereby.
- 10 for any claim in respect of Watercraft Liability:
  - 10.1 unless such liability is indemnifiable by any of the Underlying Insurances, other than any claim excluded solely by reason of any territorial restriction;
  - 10.2 where the overall length of the watercraft exceeds 6 meters;
  - 10.3 outside the territorial limits for Motor Craft , as defined under this policy;
  - 10.4 any compensation payable towards water skiers.
- 11 for loss of or damage to any self-propelled land vehicle, trailer, caravan, watercraft or aircraft in Your care, custody or control;
- 12 arising out of any dishonest, fraudulent or malicious act of Yourself or acts of physical assault or seduction committed by You;

- 13 for payment of any fine, penalty, multiple, punitive or exemplary damages or arising out of liquidated damages clauses, penalty clauses or performance warranties except to the extent that it can be proved that liability would have attached in the absence of such clauses or warranties;
- 14 for any debt;
- 15 for the failure to pay maintenance or alimony or any amounts following a breach of promise;
- 16 arising out of the purchase, sale, barter or exchange of any property movable or immovable or the failure of Yourself to comply with any obligations in relation thereto;
- 17 for the first R5 000 (five thousand rand) of any claim arising from the suspension or termination of employment of any domestic servant;
- 18 arising out of any condition directly or indirectly caused by or associated with Human Immunodeficiency Virus (HIV) or the mutants, derivatives or Variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any Syndrome or condition of a similar kind howsoever it shall be named;
- 19 for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
- 19.1 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, mutiny, military rising, martial law, state of siege or any other event which determines the proclamation or maintenance of martial law or state of siege.
- 19.2 any act of terrorism the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisations(s) or governments(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- 19.3 loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any action in controlling, preventing, suppressing or in any way relating to 19.1 or 19.2 above.

If We allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Insurance, the burden of proving the contrary shall be upon You.

- 20 for loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss:
- 20.1 of whatsoever nature;
- 20.2 directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

For the purposes of the Exclusion only combustion shall include any self-sustaining process of nuclear fission.

The indemnity provided by this Policy shall not apply to nor include any loss destruction damage or legal liability directly or indirectly caused by or contributed to or arising from nuclear Weapons material.

- 21 North America  
The United States of America (being the fifty states of the union plus the District of Columbia), Canada and any territory operating under the laws of or subject to the jurisdiction of courts of the afore-mentioned territories.

## CONDITIONS RELATING TO THIS SECTION

- 1 The indemnity granted by this Policy is conditional upon there being in force at the time of the occurrence an Underlying Insurance policy which substantially provides cover for the type of liability for which indemnity is sought hereunder and upon Your not being in breach of the condition of such an Underlying Insurance.
- 2 This Policy will be governed by the laws of the Republic of South Africa whose courts shall have exclusive jurisdiction in any dispute between Us and You.
- 3 Written notice should be given to Us as soon as possible of any event that may give rise to a claim under this Policy and You shall furnish such further information as We may reasonably require. Every claim, writ, summons or process and all related documents must be forwarded to Us as soon as possible. Inadvertent failure to give notice as aforesaid because You could not reasonably have anticipated that the event would give rise to a claim under this Policy will not be construed as a breach of this condition.
- 4 In respect of any claim not covered at least in part by an Underlying Insurance, We may take over and conduct in your name the defence or settlement of any claim or prosecute in Your name for Our benefit and will have full discretion in the conduct of any proceedings and in the settlement of any claim. You will give all necessary information and assistance as may be required by Us.
- 5 If the indemnity granted by this Policy is covered by any other liability insurance We will not pay more than Our rateable proportion.
- 6 If any claim under this Policy is in any respect fraudulent all benefit under this Policy in respect of such claim shall be forfeited.
- 7 The due observance and fulfilment of all provisions in the Policy that require anything to be done or complied with by You are precedent to any liability of Ours in respect of any occurrence for which You makes a claim under this Policy.
- 8 We may in the case of any occurrence pay to You the maximum indemnity limit (but deducting any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and We shall thereafter be under no further liability in respect of such occurrence.
- 9 No admission, offer, promise or payment in relation to a claim under this Policy may be made or given by or on behalf of Yourself without Our written consent. You will take all reasonable steps to ensure that the Underlying Insurers will comply with this condition and co-operate with Us in the defence and settlement of any claim which is indemnifiable both by an Underlying Insurance and this Policy, and in the exercise of any subrogation rights. The costs incurred in exercising such rights and any amounts recovered shall be apportioned to each party according to the sums paid or payable under the respective policies.

# SASRIA COUPON POLICY FOR SPECIAL RISKS INSURANCE

## THE POLICY

In consideration of the prior payment of the premium stated in the Schedule and the receipt thereof by, or on behalf of, SASRIA Limited (hereinafter called SASRIA) and subject to the insurers policy being current and valid at the effective date as stated in the Schedule, SASRIA will by payment, or at its option, by reinstatement or repair, indemnify the insured during the Period of Insurance up to an amount not exceeding the total sum insured in respect of each item and not exceeding in the aggregate during the said Period of Insurance, the total insured value, or the aggregate limits of liability as stated in the proviso hereunder, whichever is the less against loss of, or damage to, the property insured directly related to or caused by:-

- (i) any act (whether on behalf of any organisation, body or 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;
- (ii) any act which is calculated, or directed, to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
- (iii) any riot, strike or public disorder, or any act or activity which is calculated or directed to bring about a riot, strike or public disorder;
- (iv) any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
- (v) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii), (iii) or (iv) above.

NOTE: In this Coupon Policy, the term "Public Disorder" shall be deemed to include civil commotion, labour disturbances or lockouts.

PROVIDED that:-

Notwithstanding anything to the contrary, where One insured is insured by one or more current and valid insurance (other than Contract Works and/or Construction Plant and/or Motor) issued by, or on behalf of, SASRIA, the aggregate liability of SASRIA under all such insurances shall be limited to the sum of R300 000 000 (three hundred million Rand), during a calendar year where the property insured is in the Republic of South Africa.

For this purpose ONE INSURED shall mean:-

Any Single One Insured, or a Holding company and all its Subsidiaries (as contemplated exclusively by the Companies Act, 1973). In the case of One Insured's other than companies, SASRIA reserves the right to determine who the One Insured is for this purpose.

PROVIDED FURTHER that this insurance does not cover:-

- (a) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured, which shall be limited to a period not exceeding that required to render the building tenantable;
- (b) loss or damage resulting from total or partial cessation of work, or the retardation or interruption or cessation of any process or operation;
- (c) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.

## SPECIAL CONDITIONS

- 1 It is a condition precedent to any liability that at the time of the happening of any occurrence giving rise to a loss in terms of this Coupon Policy there shall be in force the Nominated Insurer's Policy covering the interest of the insured in all the property insured by this Coupon Policy against loss or damage by fire.
- 2 All the terms, conditions, exclusions, exceptions and warranties applicable to the Nominated Insurer's Policy, other than:-
  - (a) Exception A(i), A(iii)(b), A(iv), A(v), A(vi) and A(vii) to the extent that A(vii) refers to A(i), A(iii)(b), A(iv), A(v) and A(vi); and
  - (b) the Burden of Proof Clause set out in Exception A to the extent that such Clause refers to the Exceptions listed in (a) above;
  - (c) any excess, deductible or similar payment to be met by the Insured in terms of the Nominated Insurer's Policy; shall be deemed to be incorporated in this Coupon Policy and shall as a condition precedent to any liability hereunder relate to and be complied with by, the insured accordingly.

### MEMORANDUM

The reference to Exceptions A(i), A(iii)(b), A(v), A(vi) and A(vii) and to the Burden of Proof Clause in Exception A is a reference to those Exceptions as they appear in the Standard S.A.I.A. Exceptions which the Nominated Insurer is obliged to incorporate in his Policy. Should the numbering in the Nominated Insurer's Policy not correspond with the numbering of the Standard S.A.I.A. Exceptions the above references shall apply to the corresponding Exceptions in the Nominated Insurer's Policy mutatis mutandis.

- 3 If the property covered in terms of the attached Schedule shall at the commencement of any destruction of, or damage to such property by any peril insured hereby be collectively of greater value than the total sum insured stated herein, then the insured shall be considered as his own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this consideration.
- 4 Any adjustment of Premium Clause or condition in the Nominated Insurer's Policy shall not be applicable to this Coupon Policy.
- 5 No alteration of this Coupon Policy is valid unless signed by a Director of SASRIA.
- 6 Any Reinstatement Value Conditions in the Nominated Insurer's Policy shall be applicable to this Coupon Policy except insofar as it relates to Motor Vehicles.
- 7 The cover granted by this Coupon Policy shall apply to property situated in the Republic of South Africa.

## NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION

Effective 01/01/2003

It is agreed that, regardless of any contributory cause(s), this reinsurance does not cover any claim(s) in any way caused or contributed to by any act of terrorism involving the use or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including, but not limited to, the use of force or violence and/or threat thereof, of any persons or group(s) of persons, whether acting alone, or on behalf of, or in connection with any organization(s) or government(s), committed for political, religious or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.

If the reinsurers allege that by reason of this exclusion any claim is not covered by this reinsurance the burden of proving the contrary rests with the insured.

# SASRIA MOTOR POLICY OF INSURANCE FOR SPECIAL RISKS IN RESPECT OF PROPERTY AS DEFINED

## THE POLICY

### DEFINITIONS

- 1 Wherever the term "Sasria" is used it shall refer to Sasria Limited.
- 2 Wherever the word "property" is used it shall be deemed to mean any motor car or vehicle, trailer, implement or machine of any description for specific operational purpose with or without means of selfpropulsion capable of being driven or towed on any road and any accessories or spare parts whilst thereon.

Whereas the insured has paid the premium stated in the Schedule to this Policy (which Schedule shall form an integral part of this Policy) to Sasria as consideration for the insurance hereinafter contained in respect of loss or damage occurring during the Period of Insurance stated in the Schedule of this Policy.

The policy will cover for third party only if the third party vehicle does not have Sasria cover and the loss or damage to property happened as a result of the Sasria peril.

Now this Policy declares, subject to the terms, exceptions and conditions contained herein, that Sasria will indemnify the insured against loss of or damage to the property described in the Schedule directly related to or caused by:-

- (i) 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;
- (ii) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
- (iii) any riot, strike or public disorder, or any act of activity which is calculated or directed to bring about a riot, strike or public disorder;
- (iv) any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
- (v) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii) (iii) or (iv) above.

NOTE: In this Policy, the term "Public Disorder" shall be deemed to include civil commotion, labour disturbances or lockouts. Sasria may, at its option, repair or replace such property or any part thereof or may pay in cash the amount of the loss or damage, not exceeding the reasonable retail value of the property insured in the Schedule of this Policy, subject always to Condition 8 of this Policy. If the property insured is the subject of a hire purchase or similar agreement and the seller or lessor (hereinafter referred to as the "Owner") is interested in any monies which would be payable to the insured under this Policy in respect of loss of or damage to the property insured (which loss or damage is not made good by repair or replacement) such monies shall, if so requested in writing, be paid to the said Owner and/or to the insured to the extent of their respective interests as long as they are interested in the said property, and their receipt shall be a full discharge of Sasria in respect

of such loss or damage. Save as herein expressly provided nothing herein shall modify or affect the rights and liabilities of the insured or Sasria under or in connection with this Policy, or any condition or term thereof.

In the event of any part accessory or fitment of whatsoever nature needed to repair or replace damage to the property insured being unprocurable in the Republic of South Africa, as a standard ready-manufactured article or in the event of any such article being denied to the insured for any reason, the liability of Sasria shall be met by the payment of a sum equalling the value of the said article at the time of the loss or damage but not in any case exceeding the manufacturer's last list price operative in the Republic of South Africa. If the property insured under this Policy is disabled, by reason of any loss or damage, Sasria will pay the reasonable cost of protection and removal to the nearest repairers. Sasria will also pay the reasonable cost of the delivery to the insured after repair of such loss or damage not exceeding the reasonable cost of transport to the address of the insured in the Republic of South Africa.

## EXCEPTIONS

This Policy does not cover:

- 1 Consequential Loss from any cause whatsoever, depreciation of any nature which shall also mean diminution in value, howsoever arising of the insured property consequent upon its having sustained damage insured against and continuing after the repair of such damage Wear and tear and mechanical or electrical breakdown failure or breakage.
- 2 Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.
- 3 Loss or damage caused directly or indirectly by, or through, or in consequence of, any occurrence for which a fund has been established in terms of any War Damage Insurance and Compensation legislation.
- 4 Any loss or damage related to or caused by:-
  - 4.1 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
  - 4.2 mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
  - 4.3 the act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with any occurrence referred to in clause 4.1 or 4.2 above.
- 5 Any claims arising out of any liability assumed by the insured by agreement, unless such liability would have attached to the insured in the absence of such agreement.
- 6 Any loss or destruction of, or damage to, any property whatsoever, or any loss or expense whatsoever, resulting or arising therefrom or consequential loss directly or indirectly caused by or contributed to by, or arising from, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception only combustion shall include any self-sustaining process of nuclear fission. The indemnity provided by this Policy shall not apply to, nor include, any loss, destruction or damage directly or indirectly caused by or contributed to by, or arising from, nuclear Weapons material.

## CONDITIONS

### 1 CLAIMS PROCEDURE

On the occurrence of any loss or damage the insured shall, as soon as reasonably possible, give notice thereof in writing to the nominated insurer. The insured shall give to Sasria all such proofs and information in connection with the claim as may reasonably be required.

## 2 SUBROGATION

The insured shall, at the request and at the expense of Sasria, do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Sasria for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which Sasria shall be, or would become entitled or subrogated upon its paying for, or making good, any loss or damage under the Policy, whether such acts or things shall be, or become necessary or required, before or after the indemnification by Sasria.

## 3 CONTRIBUTION

If at the time any claim arises under this Policy there is any other existing insurance covering the same loss or damage Sasria shall not be liable to pay or contribute more than its rateable share of any loss or damage.

## 4 PRECAUTIONS

The insured shall take all reasonable steps to safeguard against loss or damage to the Property described in the Schedule to this Policy.

## 5 TRANSFER

Nothing contained in this Policy shall give any rights against Sasria to any person other than the insured. Sasria shall not be bound by any passing of the interest of the insured otherwise than by death or operation of law.

## 6 ARBITRATION

6.1 If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to Arbitration in accordance with the Arbitration laws for the time being in force in the Republic of South Africa and at such place as Sasria may determine.

6.2 Where any difference or dispute is, in terms of paragraph 6.2 above, to be referred to Arbitration, the award of the Arbitrator(s) shall be final and binding and the making of such award shall be a condition precedent to any right of action against Sasria under this Policy.

## 7 LIMITATION

In no case whatsoever shall Sasria be liable under this Policy after the expiration of 12 (twelve) months from the happening of the event, unless the claim is then the subject of Arbitration or court proceedings already instituted.

## 8 AVERAGE

If the property insured hereby shall, at the commencement of any destruction or damage to such property, be of greater value than the total value on risk appearing in the Schedule to this Policy in the case of the Motor Dealer or Fleet Owner, then the insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly.

## 9 TOTAL LOSS OF PROPERTY

If any motor car or other vehicle described in the definition of "property" above be treated as a total loss by Sasria then all cover in terms of this Policy shall terminate in respect of such motor car or vehicle from the date of such total loss and no refund of premium shall be payable to the insured.

## 10 PREMIUM

Notwithstanding that the Period of Insurance stated in the Schedule to this Policy may be less than 12 (twelve) months the minimum premium payable by the insured shall be the full annual premium.

## 11 VALIDITY

This Policy shall not be valid unless countersigned by the Nominated Insurer.

## 12 ALTERATION OF USE OF PROPERTY INSURED

Sasria shall not be liable in respect of any loss of or damage to the property if, at the time of such loss or damage, the property was being used by the insured, or any person acting with the knowledge of the insured, in any manner which would ordinarily have required the property to be insured in a higher rated category than that used for determining the premium shown in the Schedule.

### 13 TERRITORIAL LIMITATION

The cover is restricted to property within the Republic of South Africa and if the property is in Namibia temporarily, that is not for longer than 60 (sixty) days.

### 14 CANCELLATION

This Policy may be cancelled at any time at the request of the insured but, in such cases, no refund or prorata refund of premium shall become payable.

### 15 FRAUD

If the claim be in any respect fraudulent and if any fraudulent means or devices be used by the insured, or anyone acting on his behalf, to obtain any benefit under this Policy and if any destruction or damage be occasioned by the wilful act and with any connivance of the insured, all benefit under this Policy shall be forfeited.

### 16 MISREPRESENTATION

This Policy shall be voidable in the event of any material misrepresentation, misdescription or nondisclosure.

### 17 REPORTING CLAIMS TO AUTHORITY

All events which may give rise to a claim in terms of this policy must be reported to the South African Police as soon as reasonably possible.

## NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION

It is agreed that, regardless of any contributory cause(s), this insurance does not cover any losses in any way caused, or contributed to, by any act of terrorism involving the use, or release, or the threat thereof, of any nuclear Weapon or device or chemical or biological agent. For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any persons or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, or ideological personal purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear. If it is alleged that, by reason of this exclusion, any loss(es) are not covered by this Coupon/Policy the burden of providing the contrary shall be upon the insured.

## SPECIFIC CONDITION

If, during the currency of this section, any drivers licence in favour of the insured or their authorised driver, is endorsed, suspended or cancelled, or if he or they shall be charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the company immediately the insured have knowledge of such facts.