



Stansure

Insurance Policy

Standard Moving Forward™

Stansure Insurance Policy

Underwritten by

Standard Insurance Limited

(Reg. No. 1993/007593/06)

4 Ellis Street, Constantia Kloof 1709

Important telephone numbers:

011 858 5000 – Main Switchboard

0860 123 741 – Servicing Department

0860 109 459 – Claims

0861 007 247 – Roadside Emergency/Accident Assistance

0860 123 445 – Home Emergency Assistance

0860 726 837 – Road Accident Legal Assist

This policy document contains all the terms and conditions (rules) of the insurance contract between you (the policyholder) and us (Standard Insurance Limited). **You must read it together with the Certificate of Insurance**, which also contains policy terms and conditions. **The Certificate of Insurance (policy schedule) is proof of this policy and specifically indicates the sections you are covered for.** If a section is not indicated on the Certificate of Insurance there is no cover under that section. Should you be interested in any of the other sections in this policy wording, please contact us on the above contact numbers. We may communicate with you in letters, email, SMS or phone calls.

Please make sure that **you read and understand all the documents and check that all details are correct.**

If you want to make any changes or have any questions, please contact us.

In exchange for receipt of the premium on or before the **premium due date** as stated in the Certificate of Insurance, we agree to indemnify you against the insured event occurring during the Period of Insurance or any renewal period for which we receive and accept your premium, subject to the terms, conditions, exclusions and exceptions contained in this policy or in any subsequent endorsement to it.

Important: In this policy, **you give us permission to share private information** about you, your policy and any claims you make – see General Condition 24.

Where applicable we have arranged your cover for riot, strike and public disorder with Sasria Ltd. You may ask us to send you the full Sasria wording.

Standard Insurance Limited.

Reg. No. 1993/007593/06

4 Ellis Street, Constantia Kloof, Roodepoort, 1709.

Contents

Section	Page
A. Benefits at a glance	4
B. Important information about claims	6
C. General definitions	7
D. General conditions that apply to all policy sections	9
E. General exclusions that apply to all policy sections	14
F. Household contents	16
G. All risks	21
H. Buildings	24
I. Home assistance and emergency services	33
J. Domestic employee compensation plan	37
K. Motor vehicles	41
L. Personal accident	49
(i) Accident Protection Plan	49
(ii) Accident Protection Plan Linked to your Standard Bank Current Account as a standard benefit	55
M. Personal liability	59
N. Watercraft	62
O. Personal computers	66
P. Legal costs	68

A. Benefits at a glance

A summary of some of the exciting features and benefits which are available under Stansure. Please ensure that you have selected the optional benefits that best suit your needs. The Certificate of Insurance will indicate the benefits you have selected.

Cash back and reward options

1. No cash back:

Means, this policy option **does not** offer a cash back benefit.

2. Variable no-claim cash back:

Means, you get a percentage back of all premiums paid on this policy for every initial three years in a row that you **do not claim** and thereafter for every year that you do not claim. The percentage of premium contributed to your cash back amount is calculated by taking into account the number of items and the applicable sections you have covered on your policy every month. The contribution **excludes** broker fees and Sasria premiums included in your premium. Please refer to your Certificate of Insurance for the different cash back percentages applied.

If you make a claim, you automatically start a new **three-year** no claim – cash back period, **unless** you claim for:

- Roadside Assistance, Road Accident Legal Assist and Home Emergencies services
- or any amount we recover in full from the person that caused the loss or damage (the third party).

The cash back amount will be paid to you 45 days after the “**due date**” as stated in your cash back letter.

No claim cash back – 10%:

If you are currently on the set 10% no-claim cash back, you have a choice to switch to any cash back or reward option at any time. Alternatively you can remain on this benefit until the due date of your current cash back cycle or until you have a claim, (whichever comes first). Thereafter you will automatically be switched to the variable no-claim cash back option.

3. 13th month no premium payable:

Means, you will be rewarded for paying your insurance premiums every month. If we successfully debit your insurance premiums from your account for 12 consecutive months, you will enjoy cover for the 13th month with no premium payable for that particular month.

Cover options

A variety of cover options are available to you from Standard Insurance Limited:

- you can have a package that will cover you for Household Contents, Motor Vehicle, Caravans, Trailers, Motorcycles and Personal Liability
- you can also choose from a wide range of extra optional cover namely Buildings, All Risks, Personal Accident, Legal Assist, Hospital Cash Plan, Touch-Up, Top-Up, Motor Vehicle Warranty, Watercraft and Computer Equipment
- you may also **increase** your Household Contents cover with the All Risks option, or **limit your cover** to Fire, Storm and Earthquake cover only.

Please make sure you have selected the cover that is best suited for your needs. If you are not sure or want to find out a bit more, please contact the Servicing Department on 0860 123 741.

No-claim bonus (claim free years)

Our no-claim bonus **only** applies to:

- Household contents
- Motor vehicle.

The no-claim bonus is different to the cash back benefit and could provide a discounted premium.

If you do not claim, your no-claim bonus increases according to our no-claim bonus scale. If we pay one or more claims, your no-claim bonus decreases according to our no-claim bonus scale.

Types of cover marked with ☺ do not affect your no-claim bonus.

Cover options for motor vehicles excluding motorcycles, caravans or trailers to suit your individual needs

Please read more about these exciting options under the “Motor Vehicle Section” of this policy.

1. Extended new for old replacement (24 months)
2. Purchase price replacement
3. Better motor vehicle replacement
4. Retail value replacement
5. Market value replacement
6. Top-up cover.

Car hire options (for stolen, hijacked or damaged motor vehicles)

You can choose a policy extension that gives you a hired motor vehicle for up to 30 days or 60 days (depending on the option you choose) if your motor vehicle is stolen, hijacked or damaged in an accident or an attempt to steal or hijack your motor vehicle.

Excess waiver options

You now have a choice of **Excess Waiver** options to choose from. **Please read more about these options under the “Motor Vehicle Section” of this policy.**

These options are not applicable to motorcycles, caravans or trailers.

Domestic employee cover

If you choose “**L(i) Accident Protection Plan**” cover, you automatically get **R5 000** cover for funeral-related costs following the death of your domestic employee.

Trauma counselling

If you select Motor Vehicle or Household Contents cover, and you become a victim of a violent act of theft, attempted theft, hold-up or hijacking, we will pay up to **R5 000** per event for professional counselling costs.

Medical expenses

If any motor vehicle occupant suffers bodily injury because of loss or damage to the motor vehicle, we pay medical expenses up to **R3 000** for each occupant’s injuries, up to **R10 000** in total for any one incident.

Convenience benefits (Only applicable to paid sections of the policy)

1. Roadside Assistance Services ☺

Roadside Assistance always covers you for roadside emergencies such as a flat battery, flat tyre, keys locked in motor vehicle, no fuel and so on.

Please read the enclosed brochure for more information or phone **0861 007 247 at any time** (24 hours a day and 365 days a year) to ask what we cover and **to get immediate help** for roadside emergencies.

It is very important to phone the Roadside Assistance Services line on 0861 007 247 after you have had a motor vehicle accident and your motor vehicle is not drivable. The Roadside Assistance consultant will authorise and arrange the towing of your motor vehicle.



Important: You will be responsible for the towing and storage if you do not comply with this.

2. Home Emergency Services ☺

This service is to help you with household problems or emergencies, such as faulty geysers, accidental breakage of glass, electrical faults, pests and so on, as long as you first get approval from us.

Please read more about the cover under Section I of this policy or phone **0860 123 445** at any time (24 hours a day and 365 days a year) to ask what we cover and to get immediate help for household emergencies.

3. Road Accident Legal Assist ☺

Road Accident Legal Assist helps you to claim from the Road Accident Fund (RAF) if you are in a motor vehicle accident. This benefit is administered by RoadCover.

Please read the enclosed brochure for more information or phone **0860 726 837** during office hours for help.

This section is only a summary.

Please read the full policy wording for all the details of your cover. If there is any difference between this summary and the actual policy wording, the policy wording applies.



B. Important information about claims

- Please phone **0860 109 459** to claim.
- You must at all times follow all claims procedures listed under General Conditions, Claims Procedures. Our liability (responsibility) depends on you following the policy terms and conditions. This means we will not have to pay your claim if you do not keep to the terms and conditions of your policy.
- It is very important to phone the Roadside Assistance Services line on **0861 007 247** after you have had a motor vehicle accident and your motor vehicle is not drivable. The Roadside Assistance consultant will authorise and arrange the towing of your motor vehicle.
- **Important:** You will be responsible for the towing and storage if you do not comply with this.

C. General definitions

These definitions apply throughout this policy unless shown differently in any particular section, in which case that definition would apply and take preference.

In this policy and any related documents:

You or your means the policyholder (according to the certificate of insurance) and their spouse.

We, us or our means Standard Insurance Limited (SIL).

Indemnity means your right to be restored as closely as possible to your financial position before the insured loss happened, as long as the sum insured is sufficient.

We may replace, reinstate, repair or pay fair compensation for any property lost or damaged by an insured event. We may do any combination of these using any suppliers. We may pay the value of the insured property when it is lost or destroyed by an insured event, but will not pay more than the sum insured for each item in the Certificate of Insurance. (Except where indicated otherwise in the Certificate of Insurance).

Limit of Indemnity means the maximum amount payable.

Sum insured means the value or amount you have insured for.

Financial institution means a registered financial institution (for example, a bank) with an interest in the insured property forming the subject matter of the credit agreement as noted in this policy.

Credit agreement means a valid credit agreement (such as a loan) between you and the financial institution, as defined in the National Credit Act of 2005.

FAIS Act means the Financial Advisory and Intermediary Services Act, 37 of 2002, as amended from time to time and including subordinate legislation.

Group means our affiliates, associates, subsidiaries and divisions together with our holding company and the affiliates, associates, subsidiaries and divisions of our holding company.

Personal information means information relating to an identifiable, natural or juristic person, including but not limited to, information relating to race, gender, sex, marital status, nationality, ethnic or social origin, colour, sexual orientation, age, physical or mental health, religion, belief, disability, language, birth, education, identity number, telephone number, email, postal or street address, biometric information and financial, criminal or employment history as well as correspondence sent by the person that is implicitly or explicitly of a private or

confidential nature or further correspondence that would reveal the contents of the original correspondence.

Process means any operation or activity, whether automated or not, concerning personal information, including: collection; receipt; recording; organisation; collation; storage; updating or modification; retrieval; alteration; consultation; use; dissemination by means of transmission, distribution or making available in any other form; merging, linking, as well as blocking, degradation, erasure or destruction of information.

Processing will have a similar meaning.

Due date means the first working day of every month or the date your premium is due or the date your cash back is due or the yearly policy renewal date.

Days/Day means ordinary days, including weekends and public holidays.

Period of cover means the period of cover in the certificate of insurance, or any renewal period we agree to, as long as we receive and accept your premium by the due date.

Premium means the amount in the certificate of insurance or in any endorsement (change) to this policy.

Date of loss means the date within the period of cover that any damage, loss or liability occurs.

Certificate of Insurance means the policy certificate that contains your details, items on cover, the period of cover, the premium you must pay, any excess that applies and any changes or endorsements.

Excess means the first amount **you must pay** for each claim (also sometimes called a first amount payable). Please read your certificate of insurance for the basic excess for each claim and the policy wording for any additional excess under every section.

Pensioner means a fully retired person over 55 years old who does not earn any money by working or rendering services (but who may receive a pension in connection with work done in the past).

Unoccupied, abandoned or vacant means that a building or home:

- is not lived in; and or
- does not have tenants or is occupied without permission; and or
- is not occupied all the time (day to day) by you or your legal tenant and does not have enough furniture for normal living; and or
- nobody is looking after it.

Unattended means the house, townhouse or flat and its domestic outbuildings at the street address on the certificate of insurance is left without any member of the household, guest or domestic helper present.

Solar water heating system (SWH system) means a system for heating water using the sun's energy. It has a solar tank (geyser), a solar collector (flat plate or evacuator tube) and related parts such as insulated pipes, fittings, valves, anode, vacuum breakers, thermostat and timer.

Water equipment and water apparatus means any of the following that is permanently fixed to a building:

- reservoir
- water tank
- geyser or solar water heater system
- fixed fish tank
- toilet cistern
- fixed water purifier.

Power surge occurs when something boosts the electrical charge at some point in the power lines. This causes an increase in the electrical potential energy, which can increase the current electrical voltage flowing to your wall outlet.

Mechanical breakdown means the inability of a part(s) to perform the function(s) for which it was designed, due solely to defects in materials or faulty workmanship.

Electrical breakdown means the failure or breakdown of an electrical component or failure of the insulation of an electric wire.

Rejection means we refuse to pay your claim or part of your claim.

Theft means dishonestly taking the property of someone else with the intention of never giving it back to the owner.

Malicious damage means something done on purpose or deliberately with the aim of causing damage.

Accidental damage means sudden and unexpected loss of or damage to property that is not directly or indirectly caused by an event we cover or exclude, that is, not done on purpose.

Cover means benefits offered in terms of this policy to the policyholder in exchange for a premium.

Policy means the legal document containing the cover, terms, conditions, exclusions of your insurance cover.

Risk address means the address on the certificate of insurance.

Dual insurance means there is more than one policy with different insurers covering the same object or property and loss at the same time.

Family means all relatives living in the same household and their domestic helpers.

Insured property means the physical structure of your private residence and domestic outbuildings at the Risk Address in your Certificate of Insurance. The structure must be built according to National Building Regulations and as shown in your Certificate of Insurance. It must also comply with SANS regulations.

Policyholder means the person in whose name the Certificate of Insurance is issued. The mortgagee may also be a Policyholder while it has a mortgage bond over the property.

Settlement means the gradual downward movement of the ground due to the weight of the building, which is the wholly natural effect of applying a load on the ground and is predictable.

Total loss means the item or property is destroyed completely or lost or stolen or uneconomical to repair.

SANS means South African National Standards.

Important: Please also read the definitions in each policy section. Please note that where there is a difference between the definition contained under "General Definitions" and the policy section definition, the policy section definition would apply and take preference.

D. General conditions that apply to all policy sections (except Section L(ii))

1. Conditions of cover

This policy does **not cover you** and **we are not liable** under it **unless**:

- 1.1 we have received the premium by the due date or within the 15-day grace period. (See also "Premium conditions and Period of grace")
- 1.2 you or any other person covered under this policy takes reasonable steps to prevent or limit or reduce any loss, damage, injury, death or liability, and makes any emergency repairs that could prevent further damage
- 1.3 you follow the claims procedure in this policy and
- 1.4 you comply with all endorsements contained in the certificate of insurance.

2. Noting a financial institution's interests

If a credit agreement applies to any property that this policy covers, we will first pay any claim to the relevant financial institution to reduce any amount you owe under the credit agreement. We will then no longer be responsible for that part of the claim. We pay any amount left over to you.

3. Important: Claims procedure

If any event happens that may lead to a claim under this policy, you must at your own expense;

- 3.1 tell us about the event by phone **as soon as possible, but within 30 days of the happening of the event**, and give us all required information as soon as possible after you are requested to do so. The information you provide us with, need to be correct and true at all times
- 3.2 report any motor vehicle accident, lost item, fire, or other loss or damage caused deliberately or by any crime or attempted crime (for example, theft or hijacking) to the police **within 24 hours of the event happening**
- 3.3 give us the name of the police station, the police reference number and, if we ask for it, a copy of any statement you made to the police as soon as possible

- 3.4 immediately send a copy of any communication or claim about the event (for example, any lawyer's letter, summons or other legal notice) to us by fax, email or express post
- 3.5 **get our written permission before** you take or defend any legal action, admit liability, or before you make any statement, offer, promise or payment to or negotiate with any person claiming damages from you, or else we may cancel your policy and recover any amount we paid for the claim
- 3.6 tell us about any other policy that covers the same event, in which case we will only be liable for our share of the loss
- 3.7 obtain Standard Insurance Limited's written approval before giving any instruction for repairs or replacements, except for emergency repairs not exceeding the amount of **R2 000. Proof of such repairs must be supplied to SIL Claims**
- 3.8 give us proof of ownership and proof of value (in the form of valuation certificates and documentation to enable us to determine ownership, value and quality) for any items you claim for, and give us any other information, sworn statement or help we need to process the claim
- 3.9 pay any excess that applies for each claim under each section of the policy, according to the certificate of insurance; (Pensioners do not pay a basic excess)
- 3.10 help us recover losses from or prosecute any person responsible for loss or damage (including to identify recovered stolen property and allow us to take action in your name), or else **we may cancel your policy and you must immediately repay us any amount we paid you** for the claim.

We will repay your reasonable expenses for this. We may at any time give up any legal defence or action and pay your full claim (or any lower amount the claim can be settled for), which **releases us from any further liability.**
- 3.11 **It is very important to phone the Roadside Assistance Services line on 0861 007 247 after you have had a motor vehicle accident and your motor vehicle is not drivable. The Roadside Assistance consultant will authorise and arrange the towing of your motor vehicle.**

Important: you will be responsible for the towing and storage if you do not comply with this.

4. Payment of claims

We only pay claims on condition that you accept and sign an agreement of loss.

5. Ways we may compensate you

We may choose to repair, replace, reinstate, pay cash or use any combination of these to compensate/indemnify you for your loss.

6. Repairer or supplier

We may insist that any repair or replacement is made by a repairer or supplier approved by us or of our choice.

7. Total loss

We have the right to decide whether insured property should be regarded as uneconomical to repair or regarded as a total loss.

8. Salvage

If we pay you for a total loss or property damaged beyond economic repair, we own the salvage (whatever we recover) and any money we get for the property.

9. Time limit to do repairs or replace property

If we accept a claim and approve repair work or a replacement, you must repair or replace the property within six months, or else your claim is regarded as expired. We are only liable for the agreed cost of repairs at the time when we approved them, and will not pay any increased cost of spare parts or work.

10. Prescription (expiry of claims)

We are not liable for any claim under this policy after 12 months have passed from the date of loss, unless summons have been issued or the claim is made under the third party liability (Motor Vehicle) or personal liability sections.

11. Disputes and rejection of claims

“Rejection” means we decline or reject your claim or part of your claim.

If you are dissatisfied with any decision concerning the rejection of your claim or if the value of your claim has been disputed, you will have the right to make representations to us within 90 days from the date of receipt of the rejection by doing the following:

- 11.1 asking for your claim to be re-evaluated by our management or exercising your rights to write to the office of The Ombudsman for Short-Term Insurance, PO Box 32334, Braamfontein, 2017.

We will abide by the decision of the Ombudsman.

- 11.2 if you are dissatisfied with the outcome of the re-evaluation of your claim, you have the right to take legal action against us within six months from the date of expiry of the 90 days mentioned above. If you fail to comply with the above time period you will forfeit your claim and we will have no liability in terms of such claim.

12. Fraud and loss of all benefits

You **lose all benefits** and premiums paid under this policy and **we may regard the policy as invalid** if;

- any claim or part of a claim under this policy is fraudulent (dishonest); or
- you or anyone else acting for you uses any dishonest method to benefit under this policy; or
- you plan, cause or allow any insured event to happen.

We are **never liable** for any claim that is dishonest in any way.

We may also cancel a policy with effect from the date of any earlier fraud against us, even if you would have had a valid claim after this.

13. Full and accurate information about the risk

This policy or any part of it may be invalid if you:

- give us wrong or misleading information about the risk; or
- do not give us all relevant information about the risk.

14. Jurisdiction

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

15. Premium payment conditions

We must receive monthly premiums by the **due date** of each month, or else **your policy is cancelled** just before midnight on the last day of the previous month. But your policy is not cancelled if payment:

- is not made because of a mistake by the financial institution; or
- is made within the 15 day grace period.

16. Period of grace for premium payment

We allow you **15 days** from the due date to pay your premium, thereafter you have no cover.

17. Change of your details or information about risk

If any of the information in your policy application or the certificate of insurance changes, **you must tell us within**

14 days of the changes. We may reject any claim if we do not know about or agree to cover any increase in the risk. Your policy or a section of it may **also be invalid** or we may **reject claims** if you:

- do not give us all information that may affect the risk; or
- give us incorrect or misleading information about the risk.

In particular **you must tell us** if you do any **structural work or alterations** to any building this policy covers or to any building you are renting or own and we cover the household contents or the structure of such building.

18. Cancellation and changes to the policy

We may cancel or change this policy by giving you 30 days written notice at your last known postal or street or email address.

You may cancel this policy by giving us 30 days notice by means of email, written notice or calling us on **0860 123 741**.

19. Country limits

Cover is **limited** to events in the following countries under the different policy sections:

Household contents and desktop computer equipment	South Africa, Lesotho, Botswana, Swaziland, Namibia, Malawi, Mozambique, Zimbabwe and Zambia
Buildings	South Africa
Personal Accident All Risks Personal Liability Legal Costs Mobile computer equipment	Worldwide
Motor vehicles and watercraft*	South Africa, Lesotho, Botswana, Swaziland, Namibia, Mozambique Malawi, Zimbabwe and Zambia. Watercraft will be covered in the countries above and limited up to 12 nautical miles from the coast of South Africa, Namibia and Mozambique

* Motor vehicles and watercraft **may only be repaired in South Africa**, apart from emergency repairs.

20. One contract

The following documents and recordings together make up your insurance contract with us:

- your application for this policy
- your voice recording with the sales and servicing departments
- the certificate of insurance that includes the excess payable
- this policy wording and
- any changes and endorsements.

21. Transfer and cession

You may not cede (transfer) your rights under this policy to any other person.

or intermediary service linked to your policy, to you

- monitor and analyse your conduct relating to the policy for fraud, compliance and other risk-related purposes.

22. Interest on claim amounts

We do not pay interest on any claim amount or other payment we owe you under this policy, unless ordered to do so by a competent court.

23. Reinstatement of sum insured

The sum insured is not reduced by any claim we pay out. **But you may have to pay an extra premium** based on the amount of the claim from the date of loss until the end of the period of cover.

24. Personal information

24.1 We may and you expressly consent to the collecting and processing of your personal information by us, to:

- administer your policy
- provide any combination of services, analysis, advice
- carry out statistical and other analysis to identify potential markets and trends; and
- develop new products and services.

24.2 You hereby expressly consent that we may:

- process and further process your personal information within the group for the above purposes
- disclose your personal information to any person who provides services to us or acts as our agent or

to whom we have transferred or propose to transfer any of our rights and duties in respect of your policy. Some of these persons may be located in countries outside of the Republic of South Africa, and

- share your personal information with our service providers, locally and outside South Africa, as necessary. We ask persons who provide services to us to agree to our privacy policies if they need access to any personal information to carry out their services.

24.3 You acknowledge that:

- we will at all times remain responsible for determining the purpose of and means for processing your personal information
- we are required by various laws, including the FAIS Act, to collect some of your personal information
- without your personal information we may be unable to open or continue to offer services to you; and
- you are providing us with your personal information voluntarily.

25.4 Our address is stated in the service address clause in the policy.

25. Sasria cover for public disorder and political violence

We have arranged Sasria cover for you. It covers damage caused by riots, strikes, public disorder, political violence and terrorism. Please ask us if you want the full wording for Sasria cover.

26. You must follow policy terms and conditions

Our liability (responsibility) depends on you following the policy terms and conditions. This means we will not have to pay your claim if you do not keep to the terms and conditions of your policy.

27. Subrogation rights (transfer of rights/to take over a claim in your name)

We may take over your rights related to any claim or defence of a claim we cover. This means we may pursue, defend or settle related claims and use your name for this.

28. Under-insurance

You must always check and make sure that your property is insured for the right amount. If the replacement cost at the loss date is higher than the sum insured, you are regarded as your own insurer for the difference, and **you must pay** a relative share of any loss.

Example:

Claimed amount = R10 000

Insured for = R50 000

Replacement value = R100 000
(50% under-insured)

Under-insurance calculation = $\frac{R10\ 000 \times R50\ 000}{R100\ 000}$

Claim payment (before applicable excess) = R5 000
(50% of claimed amount)

29. Refund of premiums

We will refund your premiums for a maximum period of 36 months for a policy or policy item/s that were incorrectly on cover where you neglected to advise us to have the policy cancelled or item removed. We have the right to deduct an administration fee equal to 10% from the amount payable to you.

30. More than one policy covering the same risk insured by this policy (dual insurance)

In the case of dual insurance we will be liable only for our proportionate share. Since we are to pay a proportionate share of claims occurring during the period of dual insurance, we will refund you a proportionate share of the premiums paid from the date of dual insurance as long as we have not paid any claims during the dual insurance period. It is your duty to inform us as soon as you become aware of the dual insurance.

31. Thatched roofs

If you have a thatched roof, check your policy schedule to make sure that this is written down. If not, contact us immediately and we will correct this. You will have to pay a higher premium because the risk for thatch is higher.

Important: If your schedule does not show the right type of roof, we may reject your claim.

The whole insured property will be rated as a thatch risk if any thatched outbuilding or structure (such as a lapa) is less than five metres from the main insured property and more than 20% of its total area.

You must inform us of any thatched structure even if more than five metres from the main insured property.

Any thatched structure must be approved by or have a permit from the local authority.

32. Asbestos roofs

If your roof is made from any form of asbestos or asbestos material and your roof is damaged, caused by an insured peril, we will indemnify you by paying you cash for the damaged portion only. The use of asbestos is regulated by the "Asbestos Regulations of 2001, which forms part of the Occupational Health and safety Act No 85 of 1993".

33. Gas bottles

Gas bottles must be kept in a well-ventilated cage.

A total of 100kg gas is allowed on the property, including:

- 19kg inside your home; and
- 81kg spare gas outside your home.

The gas bottles must not be closer than two metres to any:

- Plugs
- Open windows
- Drains.

The municipal Fire and Safety Department sets these limits.

34. Recovery from 3rd parties

Recovery from third parties by us is not obligatory. If we proceed with a recovery against a third party we will require your full assistance and you need to comply with the Claims Procedure.

35. Intentional damage

We do not cover loss or damage you cause on purpose, or that any member of your household causes on purpose with your or without your knowledge and consent



E. General exclusions that apply to all policy sections

This policy **does not cover** any claim, loss, liability, damage, injury or death directly or indirectly because of any:

1. claim arising out of any **contractual liability** or **agreement** you made
2. **consequential loss and/or resultant damage**, unless this policy specifically covers it, and in particular any extra costs incurred because matching materials are unavailable. **Matching of materials is not covered.** For example, if we replace damaged tiles in your bathroom and you replace the undamaged tiles that no longer match, we do not pay to replace the undamaged tiles

3. **misrepresentation** by you or anyone acting for you in applying for this policy or making any claim, including not giving relevant information and giving false, inaccurate or misleading information
4. **gradual deterioration** or slow process, including wear and tear, rust, mildew, moth, rot, light or atmospheric conditions
5. claim arising out of **mechanical or electrical breakdown**, unless this policy specifically covers it
6. cleaning, repairing, renovating, maintenance or dyeing **process**
7. insects, **vermin** (such as rats) or your own pets
8. **depreciation** (fall in value)
9. **confiscation or nationalisation or requisition or destruction** of or damage to property by or under the order of any government or public or local authority
10. design, material or construction **defects**
11. causes related to the **electricity supply**, including power surges (even if caused by theft), ripple relay switching, load shedding and any related maintenance
12. **pre-existing damage** (that existed before the insured event), or damage because of any other insured event unrelated to the claim, unless a separate valid claim is made under this policy for that event
13. **asbestos or any hazardous substance** in any form or quantity, despite anything else in this policy that would otherwise apply. If your roof is made from any form of asbestos or asbestos material and your roof is damaged, caused by an insured peril, we will indemnify you by paying you cash for the damaged portion only. The use of asbestos is regulated by the **“Asbestos Regulations of 2001, which forms part of the Occupational Health and safety Act No 85 of 1993”**
14. **nuclear material or radioactivity**, including any nuclear explosion, fuel, waste, weapon or process (such as ionising radiation, nuclear fusion, nuclear fission and self-sustaining chain reactions), and despite any other cause or event that also contributes to the loss or damage
15. any loss or damage which arises from, or in connection with any **exchange, swap, cash, or non-payment of any cash sale, loan or credit agreement, including theft under false pretence or fraud**
16. **public disorder, war or terrorism**, including any:
 - civil disorder, riot or labour disturbance (such as a strike or lock-out)
 - civil war, invasion, enemy act, hostilities or similar activities, whether war is formally declared or not
 - military coup, siege, rebellion, revolution or martial law
 - act intended to:
 - overthrow, influence or protest against any state, government, tribal or other authority by threats, force, terrorism or violence, or
 - cause loss, damage, injury or public fear to promote any personal, political, religious, social or economic aim or change.

This exception applies **despite anything else** in this policy (including any specific term), and even if any other cause or event also contributes to the loss or damage:

 - act or attempt to cause any situation or event similar to public disorder, war or terrorism (as described above); or
 - act or attempt by any lawful authority to control, prevent or deal with any act, situation or event similar to public disorder, war or terrorism.

If we think we are not liable for any loss because of these public disorder, war or terrorism exceptions, **you must first prove** that the loss is not related to the relevant act, event or situation.

F. Household contents

Definitions

You or **your** include members of your family that normally live with you.

Home means the private house, townhouse or flat and its domestic outbuildings at the street address in the certificate of insurance, while permanently occupied by you or your legal tenant. It must be built of brick, stone or concrete with a slate, tile, concrete, fibre cement or metal roof, except as specifically mentioned in the certificate of insurance.

Insured property means household contents and personal effects (for the sum insured) as specified and described in the certificate of insurance (including money up to R1 500), and any administrative business items and equipment in your home that you own or are responsible for (up to a maximum amount of R5 000).

1. Benefits

If insured property is lost or damaged by an insured event, we will pay for it or may choose to repair or replace it. The amount we pay is the current replacement cost to us.

2. Insured Events (we cover you for)

2.1 fire, lightning, explosion

2.2 deliberate or reckless acts aimed at causing destruction, damage or loss, but **excluding** destruction, damage or loss because of:

- work stopping (totally or partially), or any process or operation being slowed down, disrupted or stopped; or
- loss of possession (permanently or temporarily) due to confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;

2.3 storm, wind, water, hail or snow, but **excluding** loss or damage to property in the open (without) cover, unless it is designed to exist or operate in the open

2.4 earthquake

2.5 bursting, leaking or overflowing of water equipment or oil-fired heating equipment

2.6 Impact damage by:

- aircraft or other aerial devices or anything dropped from them

- road vehicles
- collapsing TV or radio aerials, masts or lightning conductors; and
- Falling trees not intentionally felled.

Recovery from third parties by us is not obligatory and requires your full compliance with the claims procedure.

2.7 theft or attempted theft from:

2.7.1 the home, but **limited to R5 000** for any one claim for theft from any domestic outbuildings (not directly linked to the main residence) where there is no visible forcible and violent entry or exit

2.7.2 any building you temporarily live in or occupy for **up to 90 days** within any 12 months period, but **limited to R20 000** for any one claim

2.7.3 any building in which you are employed, but limited to **R5 000** for any one claim

2.7.4 any furniture storage area or bank safe deposit

2.7.5 any other building if there is visible forcible and violent entry or exit but limited to **R5 000** for any one claim.

2.8 theft

2.8.1 of laundry, garden or pool furniture or implements (such as gardening tools) from the grounds of your home, but **limited to R5 000** for any one claim

2.8.2 of contents while you are moving home permanently with the help of professional removers

2.8.3 of contents while being transported to or from a furniture storage area by professional movers, or to or from a bank safe deposit; or

2.8.4 of contents while in transit after being bought, but **limited to R5 000** for any one claim.

3. Extensions ☺

3.1 We cover you if:

3.1.1 any **television set**, video recorder, DVD player, decoder, TV aerial or satellite dish is accidentally damaged in your home (excluding mechanical or electrical breakdown or damage caused by power surge, ripple relay switching, load shedding and any related); or

3.1.2 any mirror or sheet **glass** in or on furniture is accidentally damaged or broken in your home.

- 3.2 If property of any **guest** is lost or damaged at your home by an insured event, we will cover your guest **up to R5 000** for any one claim, as long as the property is not covered under any other policy.
- 3.3 If property of your **domestic helper** is lost or damaged at your home by an insured event, we will cover it **up to R5 000** for any one claim, as long as the property is not covered under any other policy.
- 3.4 We cover you for **up to R5 000** for any one claim if the **contents of any fridge or freezer** in your home is spoilt because:
- 3.4.1 **your** fridge or freezer broke down or was accidentally damaged; or
- 3.4.2 you had a power failure, **excluding** any planned outage or load shedding by a power supply authority, unless the outage lasted longer than 24 hours. **This extension does not cover damage to the fridge or freezer even if such damage is caused by the spoiled foods.**
- 3.5 If any **domestic fridge motor** or cold-room motor in your home is accidentally damaged (except for wear and tear or mechanical or electrical breakdown or damage caused by power surge, ripple relay switching, load shedding and any related), we cover you for **up to R5 000** for any one claim.
- 3.6 We cover your reasonable costs **up to R5 000** for any one claim if you lose or damage any **keys, locks or remotes** for your home.
- 3.7 We cover you **up to R5 000** for any one claim for loss or damage to your **personal documents** because of an insured event, **but:**
- we **only** pay for the value of the materials and the cost of work to reinstate or copy them; and
 - we **do not** pay for the value of the content to you.
- 3.8 We pay **up to R5 000** for a person or **R3 000** for an animal for any one claim for **medical or veterinary expenses** you must pay because of accidental bodily injury to any:
- 3.8.1 person (except you) that is caused by your pet
- 3.8.2 guest or visitor because of any defect in your home
- 3.8.3 domestic helper in the course of their employment with you; or
- 3.8.4 pet you own because of an accident on a public road.
- 3.9 If you suffer accidental bodily injury while at home and die as a direct result and within 90 days of the injury, we pay:
- **R5 000** for any person under 18 years old; and
 - **R10 000** for a person aged 18 or older, under 76.
- 3.10 **Rent**
- If the home becomes temporarily uninhabitable because of loss or damage caused by an insured event, we will, for the period reasonably required to make your private residence habitable, but limited to a maximum of 12 months, indemnify you for (and as long as this extension is not covered under any other policy)
- 3.10.1 rent for which you are liable
- 3.10.2 any reasonable additional costs including additional levies and road levies incurred in providing alternative board and lodging for you, your family and domestic servant/s normally resident with you up to a maximum of 20% of the household contents sum insured.
- If "rent" of the Buildings section applies to the same insured event, we will compensate you under one of the relevant sections only and as long as it is not covered under any other policy.
- 3.11 We cover any **fire brigade charges or other** costs you must pay for putting out any fire at your home.
- 3.12 We cover accidental loss or damage to any fixed **water pump** or filter used for domestic purposes, including a swimming pool pump (but **excluding** any automatic pool cleaner or wear and tear), **up to R5 000** for any one claim. If this extension of the Buildings section applies to the same insured event, we will compensate you under one of the relevant sections only.
- 3.13 If you suffer a violent theft, robbery or hijacking (including violent attempts), we pay **up to R5 000** for professional **trauma counselling** f or each event.
- 3.14 We pay the cost to employ a **security guard when the security at your home has been compromised** following loss or damage because of an insured event, **up to R2 500** for each claim.

4. Automatic increases for inflation

We may automatically increase the sum insured on the anniversary date of your policy in line with inflation. But **you must always** still make sure that the sum insured is equal to the full actual replacement value of the contents.

5. Specific exclusions, conditions and limits that apply to household contents; standard section, all risks/accidental loss/damage extension and limited cover sections

This policy does not cover:

5.1 theft from your home:

- if the security measures that you told us about when you applied or at any subsequent change of address are not in place. You warrant (guarantee) that any security alarm system in your home is in working condition, is serviced and tested regularly, and is activated at all times when the building/property is unattended
- after it has been unoccupied or unattended or vacant for more than 60 days in a row, all theft attempted theft and malicious damage cover is excluded
- while a tenant occupies any part of it, unless there is visible forcible and violent entry or exit.

5.2 If any insured property is unoccupied or unattended or vacant for more than 30 days in a row, our liability is limited to 30% of the sum insured and you must also pay the additional excess as indicated in the certificate of insurance for each and every claim.

5.3 **theft of money** and conversion bonds, unless they are stolen from a building as mentioned under 2.7 and there is visible forcible and violent entry or exit and then only up to the maximum amount of **R1 500**.

5.4 more than **R5 000** for theft from any **domestic outbuilding** (not directly linked to the main residence) unless there is visible forcible and violent entry or exit into the outbuilding.

5.5 loss of or damage to:

- or injury to any **animal** (except your pet in an accident on a public road)
- more than one collection of **coins or stamps**

- **motor vehicles**, aircraft, other aerial devices, watercraft, caravans and trailers, including all accessories, equipment, tools or spares parts on, in or attached to any of them.

5.6 the value of any **precious metals, stones, jewellery, watches and furs** that is more than:

- **one-third** of the total sum insured for household contents
- **R20 000** if not locked in a proper safe permanently attached to a concrete or brick wall or floor when not worn or used; or
- **R2 000** for any item without a valuation certificate. You need to provide proof of ownership of each and every item.

5.7 property **specifically insured** under another policy or section of this policy

5.8 more than **R5 000** in any 12-month period for any administrative business items and equipment in your home that you own or are responsible for (**excluding** the cost of recovering or replacing any data or computer program)

5.9 more than the value of any **single item** as a proportion of the total value of any pair, set or collection it forms part of (which means we **disregard any special** value of any item as part of that pair, set or collection).

6. All Risks/accidental loss/damage extension (optional cover for household contents – if you choose this as indicated in your certificate of insurance)

In this extension:

Accidental means events **other than** those specifically covered under insured events.

6.1 Events we compensate you for

The Insured Events in this section are extended to include accidental loss, destruction of or damage to insured property because of anything not specifically excluded while at home or temporarily anywhere else in the countries where this policy covers you.

6.2 Country limits

The country limits are extended to include worldwide cover for clothing, baggage, personal effects that you normally wear or carry, and your sporting equipment (if with you), for up to 90 days in any 12-month period.

6.3 Specific exclusions, conditions and limits that apply to this extension for household contents

This all risk extension **does not cover** any loss, destruction or damage to:

- 6.3.1 any **property** caused by or resulting from wear and tear, mechanical or electrical breakdown, power surge, rust, mildew, moth, vermin, insects, any process of dyeing, cleaning or renovating, the gradual action of light or atmospheric conditions, any other gradually operating cause, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
- 6.3.2 any **furniture** or domestic appliance by scratching, denting or chipping
- 6.3.3 any **sports equipment** while being used, except bowls, golf clubs or fishing rods and reels
- 6.3.4 any **motor vehicles**, aircraft, other aerial devices, watercraft, caravans and trailers, including all accessories, equipment, tools or spares parts on, in or attached to any of them (excluding any surfboard or paddle ski)
- 6.3.5 any insured property while in the care of **removal contractors**, unless because of fire, lightning, explosion, theft or an accident involving the removal vehicle while moving home within the country limits of this policy
- 6.3.6 any **musical instruments** by scratching, breaking or damaging strings or reeds, or splitting of skins
- 6.3.7 **contact lenses** by scratching, hot water, or while you are swimming
- 6.3.8 **guns** bursting or exploding



6.3.9 insured **property in an unattended locked motor vehicle**, unless:

- entry to the motor vehicle is by visible forcible and violent entry; **and**
- the item is hidden in a locked boot or compartment of the motor vehicle; **or**
- the property is not hidden in a locked boot or compartment and entry to the motor vehicle is accompanied by forcible and violent entry, **you will be responsible to pay the additional excess as indicated on the certificate of insurance.**

6.3.10 insured property **sent under a bill of lading** or waybill

6.3.11 **any amount more than R5 000** for **accidental damage** to any single insured item, **excluding** furniture, pictures, loose carpets, domestic appliances, garden equipment, pianos, organs, television, radio equipment and business equipment

6.3.12 **bicycles if they are unattended** in a public place and they are not locked to an immovable object, and only **up to R5 000** for any one bicycle. We **do not** cover any damage to tyres

6.3.13 **stamps in any stamp collection:**

- if less than **one whole page** of the collection is lost, destroyed or damaged; and

- up to **R5 000** or **two thirds** of the value of one stamp, block or cover (according to any current, recognised catalogue), whichever is **lower**.

6.3.14 coins in coin collections:

- if they are not current coins; and
- **up to R5 000** for any one coin.

7. Limited cover for Fire, Storm, Theft and Earthquake only (if you choose this as indicated in your certificate of insurance)

7.1 The insured events under Section/paragraph 2 – “Insured Events” are **deleted and replaced** with these:

- 7.1.1 fire, lightning, explosion
- 7.1.2 **storm**, wind, water, hail or snow, but **excluding** loss or damage to
- 7.1.3 property in the open (without) cover, unless it is designed to exist or operate in the open
- 7.1.4 earthquake
- 7.1.5 theft or attempted theft from your **home**.
By using visible forcible and violent entry or exit into your home.

Important: All cover under Household Contents 3. Extensions is deleted and we have no liability in terms of 3. Extensions.

8. Limited Cover for Fire, Storm and Earthquake only (if you choose this as indicated in your certificate of insurance)

The insured events under Section/paragraph 2 – “Insured Events” are **deleted and replaced** with these:

- 8.1 fire, lightning, explosion
- 8.2 **storm**, wind, water, hail or snow, but **excluding** loss or damage to property in the open (without) cover, unless it is designed to exist or operate in the open
- 8.3 earthquake.

Important: All theft cover and Household Contents 3. Extensions is deleted and we have no liability in terms of Extensions 3 or any theft cover.

9. Appliance Breakdown (Optional – if you choose this as indicated on your certificate of insurance)

9.1. Benefits

- We cover you for mechanical or electrical breakdown of any of the following appliances: fridge, freezer, microwave oven, tumble dryer, washing machine, television set, DVD or video recorder.
- We may choose to pay for, repair or replace the damaged appliance, **up to maximum of R5 000**.

9.2. Specific exclusions that apply to appliance breakdown only

This policy **does not cover**:

- 9.2.1 the first amount **you must pay** (excess) of each claim according to your certificate of insurance
- 9.2.2 any appliance under **guarantee**
- 9.2.3 any appliance **over eight years old**.

9.3 Pensioners do not pay the basic excess **if** they follow all the policy terms.



G. All risks 😊

Definitions

You/your includes members of your family normally resident with you.

Unspecified Insured Property means any of the following items belonging to you and for the sum insured as specified in the certificate of insurance:

- clothing, personal effects normally worn or designed to be carried on or by a person;
- personal equipment normally worn or used by a person participating as an amateur in sport.

- **unspecified insured property excludes:** motor vehicles, motor vehicle sound equipment, firearms, contact lenses, cellular telephones, ipads, electronic tablets, electronic devices, palmtops, laptops, notebooks, computing equipment and accessories, sports equipment used for participating as a professional in a professional sport, PSP, portable gaming electronic equipment, satellite navigation system receivers and accessories, stamp and coin collections, money and documents, pedal cycles, keys, access cards, remote control units, surfboards, hang gliders, trailers, caravans, air and watercraft other than surfboards and paddle skis, gardening equipment controlled by a driver, all tools, spare parts and accessories thereon or attached thereto, wheelchairs, theft of clothing from a washing line at your premises.

Specified insured property means any property specified and described in the certificate of insurance.

1. Insured events and benefits

1.1 Specified or Unspecified insured property

If unspecified or specified insured property is accidentally lost or damaged we pay for or may choose to repair or replace it.

For both unspecified and specified insured property, the amount we pay is the current replacement cost of each item **up to** the maximum amount in your certificate of insurance. We will pay not more than any specific limit as indicated in this section of the policy.

2. Extensions

2.1 Contents of caravan

If the contents of a caravan are included in the certificate of insurance, the following apply to that item/s.

2.1.1 Definition of caravan contents

Insured property means household contents, including personal effects and camping equipment, which belong to you or for which you are responsible, while in the caravan or attached side tent.

2.1.2 Benefits

If insured property is accidentally lost or damaged, we pay for it or may choose to repair or replace it.

2.1.3 Specific exclusions that apply to the contents of caravan.

This extension **does not cover:**

- theft of insured property while the caravan is not occupied or unattended unless there is visible forcible and violent entry
- more than **R3 500** or 15% of the sum insured, whichever is the greatest, for anyone article
- the permanent fittings of the caravan
- stamp and coin collections, motor vehicle sound equipment, firearms, contact lenses, cellular telephones, ipads, electronic tablets, electronic devices, palmtops, laptops, notebooks, computing equipment and accessories, sports equipment used for participating as a professional in a professional sport, PSP, portable gaming electronic equipment, satellite navigation system receivers and accessories, stamp and coin collections, money and documents, pedal cycles, keys, access cards, remote control units, surfboards, hang gliders, air and water craft other than surfboards and paddle skis, tools, spare parts and accessories thereon or attached thereto, wheelchairs, money, documents, jewellery, furs or any article more specifically insured
- loss or damage to contents in the open caused by theft, storm, wind, water, hail or snow.

2.2 We will indemnify you for loss of or damage to household contents and groceries in your custody following collision or overturning of the conveying motor vehicle whilst in transit to or from any place of purchase, repair or renovation. We will also indemnify you for loss as a result of theft, accompanied by visible forcible and violent entry, of such goods whilst contained in a locked boot or concealed in a compartment forming part of a locked motor vehicle. Our maximum liability in terms of this clause shall not exceed **R5 000**.

3. Specific conditions that apply to the all risks section

3.1 If a **stamp collection** is specifically described in the certificate of insurance **we only cover:**

- 3.1.1 the collection if at least one whole page of the collection is lost or damaged; and

- 3.1.2 any single stamp up to **R5 000** or two-thirds of its value according to any current recognised catalogue, whichever is lower.
- 3.2 If a **coin collection** is specifically described in the certificate of insurance, **we do not cover**:
 - 3.2.1 current coins; or
 - 3.2.2 more than **R5 000** for any single coin.
- 3.3 If cover for any item in the certificate of insurance is described as 'Bank', this section only covers you while the item is in **safe deposit or vault** in a bank.
- 3.4 In the event of a claim for theft of motor vehicle sound equipment, proof of the make and model of the motor vehicle sound equipment and of purchase and ownership must be given to us to enable us to evaluate your claim.

Specific exclusion below: "Loss from unattended motor vehicles" does not apply to cover for motor vehicle sound equipment insured under specified insured property.
- 3.5 If bicycles are insured under specified insured property, damage to tyres is excluded and if left in a public place, the bicycles must be locked to an immovable object when not in use.

4. Specific exclusions that apply to specified and unspecified insured property;

We do not cover:

- 4.1 unspecified insured property:
 - 4.1.1 for more than **R5 000** or 15% of the sum insured, whichever is the greatest, for any single item (other than clothing) or
 - 4.1.2 that is specifically covered under another section or policy.
- 4.2 Loss of unspecified insured property and specified insured property from unattended motor vehicles unless there is visible forcible and violent entry to the motor vehicle and the insured property is concealed in a locked compartment forming part of a locked motor vehicle. Where the insured property is not concealed in a locked boot or compartment and there is violent and forcible entry to the motor vehicle, you will enjoy cover but you will be responsible for the additional excess as indicated in the certificate of insurance.
- 4.3 damage caused by electrical or mechanical breakdown or power surge

- 4.4 more than the value of any single item relative to the total value of any **pair, set or collection** it forms part of (which means **we disregard** any special value of any item as part of that pair, set or collection)
- 4.5 the cost of **copying or reproducing sounds, images, data** or other information on any magnetic, optical, analogue, digital or other storage media (for example, computer hard drive, flash drive, CD, DVD, tape, vinyl record or film) or
- 4.6 the cost of any **professional consultation** relating to eyes, eyesight or spectacles (for example, optometrists or ophthalmic consultation fees)
- 4.7 **contact lenses**, under specified insured property, for loss or damage by scratching, hot water or while you are swimming or doing any contact sport
- 4.8 any loss or damage caused by or resulting from wear and tear, mechanical, electrical breakdown, power surge, rust, mildew, moth, vermin, insects, any process of dyeing, cleaning or renovating, the gradual action of light or atmospheric conditions, any other gradually operating cause, **or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.**

5. Automatic inflation margin

The sum insured under unspecified insured property may be increased automatically on the anniversary date of this policy based on price indices. You must always make sure that the sum insured represents the full replacement value of the property.

6. Excesses

You **must pay** the excesses as shown in your certificate of insurance and as indicated in this section for:

- 6.1 Unspecified insured property.
- 6.2 Contents of caravan.



H. Buildings 😊

Definitions

Active Soils means soil that expands or shrinks because its moisture content increases or decreases. This happens in soil or rock with a lot of clay in it.

Heat pump means domestic air source water heating heat pump system.

Landslip means that soil supporting or supported by any building moves sideways and downwards.

Maintenance means keeping an insured property in good condition by checking it regularly and repairing it when needed.

Mortgagee means The Standard Bank of South Africa Limited or another financial institution with a bond over the Insured Property. The Mortgagee's rights take precedence over your own rights until you pay back all the money you owe it.

Pipe means the hot and cold clean water supply piping from the main supply installed in the Insured Property, including the overflow pipes associated with the geyser installation, excluding irrigation pipes.

Solar Water Heating (SWH) System means a system for heating water using the energy of the sun. A solar water heating system consists of a solar tank, solar collector (flat plate or evacuator tube), thermal lagged piping and fittings related to them, TP valve, ball and relief valves, safety valve, anode, vacuum breakers, thermostat, SANS approved timer and anti-freeze.

SANS means South African National Standards.

Subsidence means that the ground that supports or is supported by a building moves downwards for any reason except settlement.

Sum insured means the full stated cost of replacing or rebuilding the building on the Certificate of Insurance. The replacement value includes the cost of rebuilding all buildings with new materials at today's prices. It also includes professional fees.

1. Terms and conditions that apply to the Building section

Please read these terms carefully because they will always apply and you must always follow them.

1.1 Solar Water Heating (SWH) systems

We will pay you the cost of replacing or repairing your solar water heating system if it bursts or is damaged by an insured event.

A certified and accredited plumber and electrician who issued certificates of compliance must have installed the entire solar water heating system.

The system's solar tank and collector must have:

- been approved by the South African Bureau of Standards (SABS)
- had a 10 year (or longer) manufacturer's warranty

- been operated and maintained according to the manufacturer's warranty.

All parts must comply with the following South African National Standards (SANS) standards for solar water heating systems:

- SANS 1307:2009 – domestic solar water heaters.
- SANS 10106 – the installation, maintenance, repair and replacement of domestic solar water heating systems, edition three. ISBN 0-626-17636-0.
- SANS 10252 – part 1 – Water supply and drainage for buildings. Part 1 Water supply installation for buildings.
- SANS 10254 – the installation, maintenance, replacement and repair of fixed electric storage water heating systems.
- SANS 10400 – the application of national building regulations.

Damage to or failure of a compliant solar water heating systems, is excluded if:

- an unaccredited person repairs or tries to repair it
- any element burns out because the solar tank runs dry
- its collector glass chips or cracks (unless this results from an insured risk)
- failure and misalignment caused by objects thrown, dropped or placed against it
- it is not designed for local weather conditions or water quality or
- it faces the wrong direction or is at the wrong angle.

We may ask to see all supporting documents if you claim.

1.2 Own service provider

We have the right to require that a service provider of our choice do any work required on the Insured Property. If you ask to use a service provider of your choice, we will not be responsible for any amount above of the amount quoted by our service provider. This means you will be paid out according to our set rates.

1.3 Payment of the excess

You will be responsible for paying the applicable excess to the service provider before the start of any repairs when asked to do so by the service provider appointed by us.

In the event of any claim requiring you to pay two separate excesses, you will be responsible for the payment of the excesses before the start of the repairs to each service provider if more than one service provider is involved or for the accumulative amount if one service provider is involved.

1.4 Insured Property

The insured property is the property specified and described in the certificate of insurance and must be a private residence.

If it is not used for domestic purposes, you must tell us so that we can arrange suitable cover.

Physical structures (buildings)

Means your private residence together with all permanent:

- physical structures and improvements and
- fixtures and fittings attached to walls, floor, roof or land that make up the insured property at the Risk Address.

For example, the following are all **included** as part of the Insured Property:

- built-in cupboards and wall-to-wall carpets
- bathroom and kitchen fittings
- security systems, gate motors, intercom systems
- tennis, squash courts, stables and dog kennels for personal use
- swimming pools in the ground and pool filtration machinery
- saunas, spa baths
- domestic water tanks
- borehole machinery supplying domestic water
- fixed generators or solar heating systems
- fixed and permanent aerials, satellite dishes, masts and lightning conductors

- boundary and other walls, gates, posts and fences
- retaining walls (but only if designed and built to structural engineering specifications with extra underpinning of foundations to prevent damage)
- sheds or wendy houses on a fixed foundation
- paved and surfaced areas of brick, concrete, tar or stone and
- water, sewerage, gas, electricity and communication connections you are responsible for between the building and the public supply.

The insured property **excludes** things such as:

- earthen walls or structures, earth or gravel driveways
- hedges, plants, trees, shrubs, grass or ground
- dam walls
- piers, jetties, bridges and ditches
- sheds or wendy houses not on a fixed foundation
- pools above ground level, vinyl or plastic pools, automated pool cleaners (such as Kreepy Kraulys), swimming pool equipment and safety nets or covers
- stables and dog kennels for commercial use and
- television decoders.

1.5 Cover for Solar Water Heating Systems

We cover the full replacement cost (including installation) of an existing solar water heating system that meets the standards as indicated under General Terms and Conditions above.

If solar water heating equipment does not meet those standards, **we will only cover** replacement/repair costs up to **R5 000**.

1.6 Cover for heat pumps

Following the leaking, bursting or overflowing of a fitted heat pump as a result of an insured event, provided that it is not within the manufacturer's warranty period, we pay for the repair or replacement of the heat pump. Replacement of a

heat pump by a non-approved service provider will only be reimbursed at the insurer's repair rates after the insurer has inspected the installation for SANS 1352 compliance as applicable and inspected the salvage.

The heat pump will be covered provided that PIRB (Plumbing Industry Registration Board) COC (Certificate of Conformance) must have been issued for the installation of the heat pump. The heat pump installation must be of a split type and installed on a SANS 151 approved (not only tested) geyser and the heat pump connections to the geyser may not comprise on the integrity or the warranty of the geyser.

Integral heat pumps are not covered.

A heat pump includes a compressor, fan, electronic control device, evaporator and circulating pump. The heat pump must be installed in accordance to SANS 1352.

A heat pump does not include the diffuser, twin port drain-cock, combination safety valve, strainer and isolating valves.

1.7 Generators

We cover generators installed as permanent fixtures for domestic use under the building section.

The generator must be used for domestic purposes only. We do not cover any generator used for business purposes.

The generator must be in a secure place and not left unprotected outside.

You may also keep the following fuel at your home:

- diesel (up to 210lt)
- petrol (up to 40lt).

We do not cover:

- mechanical or electrical breakdown
- wear and tear
- goods under guarantee, or
- claims because of spilled fuel.

1.8 Property unoccupied or unattended or vacant

If any insured property is unoccupied or unattended or vacant for more than:

- 30 days in a row, our liability is limited to 30% of the sum insured and you must also pay the excess as indicated in the certificate of insurance for each and every claim.

2. Insured events (events we cover you for)

We only cover you for the events listed below or under "Extensions of cover" (if this applies).

- 2.1 Fire, lightning or explosion.
- 2.2 Storm, wind, hail, snow or flood, **excluding** loss or damage following from:
 - a rise in underground water levels or the pressure this may cause
 - rain that is not a storm or does not cause flooding
 - if the water is cut off by the municipality for, whatever reason and you then leave your tap open and the water is turned on and this causes your house to be flooded, there is no cover
 - poor design or construction, wear and tear or gradual deterioration, as the main or most likely cause.

Flood is limited to natural causes. A properly built and maintained house and roof should be able to withstand the ingress of water due to rain.

- 2.3 Malicious damage, **excluding** loss or damage following from:
 - you or your tenant breaching any contract
 - theft
 - attempted theft or
 - malicious damage caused by tenants is not covered.
- 2.4 Earthquake, but:
 - you must prove that the damage was not caused by mining operations; and
 - you must pay the excess as indicated in the certificate of insurance for the loss or damage if it was caused by mining operations.
- 2.5 Bursting or leaking of any water apparatus or fixed oil-fired heating equipment, excluding:
 - damage following from a burst, leaking or overflowing of the Water Apparatus unless it was because of a sudden malfunction

- solar heating pipes, unless damaged because of freezing.

If we accept a valid electric geyser claim, you may use the cash amount towards paying for a SWH system. However, you must pay any balance for the SWH system and its installation.

2.6 Theft or attempted theft, **excluding loss** or damage while the insured property is vacant unless visible forcible and violent entry or exit is used by the perpetrator.

2.7 For unoccupied, abandoned or vacant properties there will be no cover, unless you undertake one of the following precautionary measures at your own cost:

- a 24-hour burglar alarm linked to armed response; it must be operational, be activated whenever the property is unattended (you leave the property) or
- a security guard on the premises for 24 hours a day.

If a claim arises while the property is unoccupied or vacant with one or more of the above measures in place, an excess as indicated in the certificate of insurance will be applicable for every occurrence. There must be signs of forced or violent entry into or exit from the Insured Property.

Despite the above, if the insured property is unoccupied or unattended or vacant for six months or more there will be no cover for theft, attempted theft and malicious damage.

2.8 Impact damage by:

- aircraft or other aerial devices or anything dropped from them
- road vehicles
- collapsing TV or radio aerials, masts or lightning conductors
- falling trees not intentionally felled.

Recovery from third parties by us is not obligatory and requires your full compliance with the claims procedure above.

2.9 Accidental breaking or collapse of aerial, masts or satellite dishes. **This excludes cover for electronic breakdown.**

Accidental breaking of fixed glass, mirrors or sanitary

ware (such as basins or toilets), **excluding:**

- mirror frames
- chips, scratches or minor damage, and
- any loss or damage in a vacant, Insured Property.

2.10 Accidental damage to water, sewerage, gas, electricity or phone connections you are responsible for between your insured property and the public supply.

2.11 Subsidence or landslip damage to the insured property **excluding damage caused as a result of or damage caused to:**

- any digging or excavation (other than mining activities) or removal or weakening of support
- any alteration, addition or repair to the Insured Property, even if done before this Policy started
- the compaction of made up ground or fill
- any defective design, materials or workmanship
- any changes in the volume or moisture of active soils
- any cause that existed for over 12 months or before this Policy started
- any similar cause that you already claimed for, unless you did what is needed to prevent future damage from that cause and maintained it
- any cause that existed for over 12 months or before this policy started
- any similar cause that you already claimed for, unless you did what is needed to prevent future damage from that cause and maintained it
- any foundation system, foundation, plinth wall, floor or flooring system below the level of the main living area level (for example, in any basement, entrance or garage below the main living ground floor area)
- any swimming pool, tennis court, patio, terrace, driveway, path, paving, surfacing system, concealed or exposed pipe (or other fluid conduit), boundary, garden, retaining wall, fence, post or gate
- settlement, shrinkage or expansion of the insured property because of active soil, and/or

- consequential loss or damage of any kind whatsoever.

2.12 Leaking or bursting of pipes: Failure to pipes must have occurred suddenly and the failure must be detectable using conventional equipment and methods. Pipe failures that are due to rust, corrosion or by gradual deterioration or wear and tear will be repaired on the first occasion and the policy will be endorsed against future pipe failures. Costs incurred for replacement or repairs performed by a non-approved contractor will be reimbursed on our rates. Pipes must be installed in accordance with the SANS 10252 as well as conform to local by-laws.

Repairs to pipes

Repair of pipe leaks includes the detection, exposure of the pipe and the repair of a single and not replacement of piping or repair of multiple unassociated leaks. The leak will be repaired by means of coupling, replacing a short section with a similar pipe, in some cases clamped where it is not possible to repair, alternatively rerouted to by-pass the leak in the most cost effective way.

A R3 000 limit will apply to the repair/replacement of the damaged pipe and leak detection.

Two incidents are covered within a twelve-month period. There is no limit for patch-up work and resultant damages.

Matching of materials is not covered.

Repair costs are categorised as follows:

- **concealed pipes** refer to pipes that are not visible, such as pipes in the soil, concrete and plaster;
- **unconcealed pipes** refers to pipes which are visible and don't require any form of dismantling to expose them.

There is no cover for sewerage and waste pipes.

3. Extension of cover (extra cover)

3.1 Building operations

The cover extends to building materials, fixtures and fittings while structural building work (including alterations or additions) is done at the Insured Property, as long as:

- No other insurance covers the loss or damage.

- You are legally responsible for the materials, fixtures and fittings for which you require cover.
- For storm, wind, hail, snow or flood events, refer to paragraph 2.2.
- Cover will apply only if such property is designed to withstand open-air elements.
- Theft in terms of insured event in paragraph 2.6 will apply only if fixtures and fittings have been fitted; otherwise theft cover is restricted to visible signs of entry or exit from the Insured Property.
- Protection of the insured property by anything other than a conventional roof is not covered.
- You pay the excess as indicated in the certificate of insurance.

3.2 Rent

If an insured property becomes unfit for living because of an insured event, we will pay you up to 20% of the sum insured.

We calculate the monthly payment as if the insured property is unfurnished and based on:

- the annual rental value for a year if you are the occupant; or
- the rent you would have received if you prove the occupant is a legal tenant (for example, by showing us a signed lease and any other evidence we need).
- This cover is valid for the period reasonably required to make the insured property suitable to live in, but is limited to a maximum period of 12 months.
- Loss of rent will not be applicable to unoccupied or vacant properties.

3.3 Fees

Following any insured loss or damage, we will pay up to 20% of the sum insured for fees you have to pay, with our permission:

- for any architect, quantity surveyor or consulting engineer
- to demolish the Insured Property, remove debris or erect hoarding during rebuilding operations; and

- to comply with any building regulation or other needs of a local or regional authority, if this is directly connected to the damage.

This is already included in the sum insured.

3.4 Fire brigade charges

We will cover the reasonable costs of fire fighting you have to pay following an insured event.

3.5 Safeguards or emergency repairs

Following any loss or damage we cover, you may make emergency repairs of up to R2 000 (without getting our permission first) to limit further damage.

Despite this extension, **you must still always take steps** to protect your buildings.

We may cover you for emergency repairs of more than R2 000, but only if we have given permission for this.

3.6 Security guards

We cover up to R2 500 of the cost of a security guard for each claim that follows an insured loss or damage. (Please note that this is not a daily rate.)

3.7 Automatic increase in sum insured

We will automatically increase the sum insured on your insured property each year on the anniversary of the Policy start date. We will base the increase on our calculation of building cost inflation.

Despite this automatic increase, you must still always make sure that your sum insured is adequate (refer to the definition of sum insured).

3.8 Tenants

An act or omission (failure) of your tenant does not affect cover if you tell us as soon as you know about it.

3.9 Electronic equipment

If you cannot get any standard manufactured part in South Africa needed to repair damaged electronic equipment:

- we will pay you the cost of that part when the damage was caused; and
- you do not have to pay any excess.

3.10 Removal of trees

We will pay up to R2 000 to remove any tree that has fallen on and damaged the Insured Property.

This excludes trees cut down on purpose.

3.11 Water pumping machinery

We will pay up to R2 500 to repair or replace any fixed water filtering apparatus or pumping machinery in domestic use that is accidentally destroyed or damaged. **We do not cover** wear and tear or automatic pool cleaners.

4. Exclusions

This policy does not cover any claims for loss, damage, death, injury or liability that follows directly or indirectly from any of the following events:

4.1 Unrest

- 4.1.1 Civil or public disorder, riot or labour disturbance (such as a strike or lock-out)
- 4.1.2 War, civil war, invasion, enemy act, hostilities or similar activities, whether formally declared or not
- 4.1.3 Mutiny, military coup, siege, rebellion, revolution or martial law
- 4.1.4 Act intended to overthrow, influence or protest against any state, government or other authority by force, fear, terrorism or violence
- 4.1.5 Any act intended to cause loss, damage or public fear to promote any political, social or economic aim or change
- 4.1.6 Any attempt at an act or event referred to above in this clause, or any similar act or event; or
- 4.1.7 Any act or attempt by any lawful authority to control, prevent or deal with any act, situation or event referred to above.

4.2 War damage compensation

Any event for which there is a fund under the War Damage Insurance and Compensation Act of 1976 or any similar law in South Africa.

4.3 Terrorism

Any act of terrorism, despite any other cause or event that also contributes to the loss or damage.

Any attempt at an act or event referred to above in this clause, or any similar act or event.

Any act or attempt by any lawful authority to control, prevent or deal with any act, situation or event referred to above.

Terrorism includes the use or threat of violence or force (whether deadly or not) by any person or people for political, religious, personal or ideological reasons working alone or for any organisation, government or other body.

It also includes any act aimed at influencing any government or creating fear in any section of the public.

If we think we are not responsible for compensating any loss because of terrorism, you must prove that the loss is unrelated to it.

4.4 Matching materials

We do not cover any additional cost because matching materials are not available.

- If any part or matching material that is needed to repair damage is not available in South Africa as a standard, manufactured and readily available item, we will pay cash for the replacement cost of the damaged part or item and not for the replacement cost to match all the material or items.
- If only a fitted carpet, floor or wall tile is damaged, we will pay only for the replacement cost of the damaged part or item and not for the replacement of all the fitted carpets or tiles.

Your basic applicable excess will be waived.

4.5 Exclusions for solar water heating (SWH) systems

We will not pay compensation for SWH systems that do not meet the standards under paragraph 1.1 if:

- The terms of the manufacturer's warranty or maintenance agreement are not followed;
- You cannot give us records of maintenance or services at the time of the loss or damage.
- The SWH system was not installed or repaired:
 - by an accredited person
 - according to SANS 10106, SANS10254 and SANS 10142, or

– according to the supplier's installation and maintenance instructions.

- The element has burnt out because the cylinder runs dry
- The system is not designed to withstand the local weather conditions or water quality
- The SWH system faces the wrong direction or is at the wrong angle
- An object is thrown, dropped or placed against the SWH system causing movement or failure.

The collector glass chips or cracks unless this was because of an insured event.

4.6 Construction type

The following is not covered:

- Loss or damage to any insured property if the construction of the insured property is not of Standard Construction unless specified in the Certificate of Insurance and you have paid any additional premium required and have met any requirements in respect of such Insured Property.
- Loss or damage to underground pipes, tennis courts, driveways, patios, steps, boundary walls or swimming pools caused by roots and weeds.
- Loss or damage if the insured property does not comply with the National Building Regulations or similar legislation applying at the time of its construction.

Handy hints and general information

Maintaining your home

You must keep your home in good condition.

We do not cover maintenance costs, such as:

- Waterproofing, cutting back vegetation and providing drainage
- Clearing leaves, vegetation and other debris from gutters, flashings and valleys
- Bandage or membrane flashings should be painted regularly, preferably every year
- Cutting back creepers and other vegetation regularly to prevent gutters and valleys being blocked.

Maintaining your roof and walls

- Flat roofs are generally more likely to leak.
- Slate roofs need inspection and maintenance every year.
- Thatched roofs generally need to be restored every five years.
- The screws on inverted box rib (IBR) and other iron roofs loosen over time and need to be sealed or replaced every few years.
- The plastic underlay of most tiled roofs becomes brittle and leaks with age.
- If you have a problem with damp, fix it immediately or the bricks will get weaker and may collapse.
- Clear the seepage holes in any boundary walls to allow water to escape.
- Tree roots can cause walls nearby to crack, tilt or collapse.

The assessor (also known as a loss adjuster)

The assessor's job is to help you submit your claim, and sometimes also to appoint and check on repairers.

They should also check that the sum insured is high enough. Independent assessors must be neutral in terms of their code of conduct when doing their job.



I. Home assistance and emergency services 😊

1. Emergency household assistance

Our Home Assistance Service offers certain benefits to help with the following household emergencies at the Insured Property, if you first get our permission:

- burst, leaking or overflowing geysers, or broken geyser valves or other geyser parts
- accidental breakage of fixed glass or mirrors
- being locked out of any part of your home
- flooding because of burst, leaking or overflowing water, drain or sewerage pipes or toilets, if water must be removed or extracted

- no electricity supply to the home because of any electrical short, earth leakage or supply breakdown
- electrical fault or no electricity supply to a water pump because of any electrical short, earth leakage or supply breakdown
- pests causing damage to the Insured Property
- danger to people in your home because of an event that caused structural damage to the Insured Property
- danger to your insured property or your neighbour's home because of any tree in your garden, and
- an event that causes problems to any stove, washing machine, dishwashing machine, tumble dryer, fridge freezer or microwave oven.

2. Household emergency exclusions

We do not pay household emergency benefits for any of the following events, circumstances, services, items, damages or causes:

- 2.1 if covered by this Policy
- 2.2 if you used your own service provider without getting our permission first
- 2.3 needing follow-up treatment
- 2.4 because of negligence, or maintenance not being done regularly or properly (according to the manufacturer's instructions)
- 2.5 wear and tear (excluding geysers)
- 2.6 following repair or replacement work you did
- 2.7 because you did not pay for any electricity, water, municipal or other services
- 2.8 appliances or geysers affected by power surges, ripple relay switching, load shedding or related maintenance
- 2.9 flooding because of any collapsed drain, septic tank or gutter, or blockage by cement or roots

Home Emergency Assistance Services benefit table:	
Home assistance:	Benefit limit
We will provide the following services and benefits to help deal with a home emergency at the Insured Property	
Core Home Care Services	
Locksmiths Electricians Plumbers Builders or tree fellers Glaziers (Who replace glass) Pest Control Services Pool care specialists (to fix the electrical supply to pumps only)	Call-out and one hour's labour Call-out and one hour's labour Call-out and one hour's labour Call-out and one hour's labour Call-out and one hour's labour Call-out and one hour's labour Call-out and one hour's labour
White appliance repair	
Stoves, washing machines, dishwashing machines, fridges, freezers, tumble driers, and microwave ovens	Call-out and one hour's labour (Maximum two events a year)
Geyser maintenance	
	Call-out and one hour's labour • Geyser repairs, including the replacement of any geyser parts as defined: • SANS 10254-2004 (or amended). A Geyser Installation Inspection Checklist will be done for each emergency call-out and given to You as required by the Water Services Act. You must make sure your geyser complies with the Act.
	Limits apply to all benefits

- 2.10 electrical and other connections and installations that are routine or not related to the emergency event
- 2.11 pest control services for treating:
 - ants and bed bugs
 - temporary or garden structures (such as wooden sheds).
- 2.12 services to get compliance certificates
- 2.13 water or any other leak detection services
- 2.14 services to equipment or installations still under guarantee
- 2.15 replacing isolator switches or non-return valves on unbalanced water systems, or
- 2.16 because you did not make sure that your geyser is installed and maintained according to the law.

Note: The current compulsory legal standard for geysers under the Water Services Act of 1997 is SANS 10254-2004. Please ask your qualified plumber or geyser supplier for more information.

3. Definitions (that apply to Home Assistance Emergency Services)

Geyser

Means a domestic water heater, including control valves, stop cock (if properly installed), drain cock, safety valve, vacuum breakers, elements, thermostats, drip tray, feeder tank valves and all inlet pipes and fittings. This excludes isolator switches, no-return valves, cold, hot water supply pipes, and fittings on unbalanced water systems (where a water mixer is installed without pressure release valves or non-return valves to prevent geyser bursts or leaks).

Tutor and career counselling services

Gives your children access to:

- qualified tutors or teachers to help them with their main school subjects. It includes support with projects or homework from Sunday to Thursday between 6pm and 9pm, excluding public and national school holidays
- the career counselling service helps by exploring the “World of Work and Study” and gives information about the job market. The service includes a personal career assessment, a career exploration exercise, a job-fit questionnaire and help preparing a professional CV; and
- it is available from Monday to Friday during office hours.

Legal services

Legal benefits include:

- Legal advice by phone about court cases and legal procedures
- Information by phone about your legal rights and how to enforce them
- Help and advice about bail
- Drawing up standard wills
- Help and documents for “self-help services”, such as small claims court matters, unopposed divorces and registering private companies or close corporations
- Access to a panel of specialist legal advisers such as advocates, attorneys, legal academics and various consultants. If we refer you to the panel for help, you will have to pay the panel’s fees at special rates that we negotiate for you
- Blank standard contracts and documents.

We give legal advice over the phone on the following areas of law:

- Contracts, business law, insurance and pension funds, property, consumer issues and wills
- Employment law, domestic workers, criminal law, neighbour disputes, delict (injuries and damages), lawyers, legal procedures and constitutional issues
- Municipal, government and licensing issues such as rates, water, electricity, liquor licenses and gun licenses.

Exclusions for legal benefits:

We do not advise you about tax issues or offer debt counselling or debt review.

Child helpline services

- We advise children and teenagers on issues such as school and learning problems, skin disorders, relationship problems, abuse and pregnancy.
- We even advise about serious problems such as suicidal feelings.

Elderly care services

We offer guidance and advice on where to get information about domestic nursing care services, elderly care centres or support equipment.

Entertainment services

We give you access to:

- reviews of the best monthly movies (romantic, thriller and adventure) including a short description of the movie, actors and age restriction
- reviews of the best 10 music CDs each month and a few clips from each that you can listen to; and
- 24-hour technical support by phone for adding computer hardware or software, setting up Internet access, setting problems, operating system enquiries, office packages, games and anti-virus programmes.

Referral and reminder services

- We help you find services for your home, such as gardening, landscaping, cleaning, pool care, painting, home security, guarding, pet care, interior decorating and DIY information.
- We also send you SMS reminders for regular tasks or payments you register with us.

Phone 0860 123 445 for any of these services, 24-hours a day, seven days a week, 365 days a year.



J. Domestic employee compensation plan 😊

Introduction

Insurer

Means **Us**, as the insurer under this Domestic Employees Compensation Plan, which Izinga Access (Pty) Limited (Registration number 94/005987/07) manages for us.

Policyholder

Means **You**, as the employer of a domestic employee (the insured person) under a written or verbal employment contract.

Duration of cover

We cover your domestic employee while you are their employer, as long as the premium is paid.

Exclusions for domestic employees

We do not cover:

- injury or death because of deliberate self-injury, or
- the insured's spouse or partner, children or other dependants.

End of cover

Cover ends when:

- the employment contract ends for any reason; or
- the Policy premiums are not paid.

Insured persons

Means domestic employees such as housemaids, gardeners, chauffeurs or child-minders.

The employment contract can be written or verbal, for full-time, part-time or casual work.

Insured risk

We cover the domestic employee's accidental injury or death following from their employment, while on duty or at the Risk Address.

We cover the employee's death or permanent disability within 24 months because of an injury that had a direct, violent, accidental, external and visible cause while on duty at the Risk Address.

General terms

1. Claims procedure and requirements

- 1.1 If you know about an event that will probably lead to a claim, you must tell us within 30 days.
- 1.2 You must give us details of the event in writing and any other information, proof or sworn statements we need, as soon as possible.
 - If we reject your claim or do not agree with the value of your claim and you are unhappy with this, you may do the following within 90 days from receipt of your rejection letter:
 - Ask our management to reconsider your claim, or

- Write to The Ombudsman for Short-Term Insurance, PO Box 32334, Braamfontein, 2017.

If you remain unhappy after we have reconsidered your claim, you may take legal action against us but it must be within six months from the end of the 90 days mentioned above.

You will lose your legal rights to claim if you do not take legal action in time. This means we will not have to pay you anything.

2. Cancellation

The terms for cancelling the main policy apply to this section.

3. Jurisdiction

The South African courts have to decide any matter about this policy.

4. Exclusions for Domestic Employees Compensation Plan

We will not be responsible for:

- 4.1 any claim that is fraudulent (dishonest) in any way
- 4.2 loss, damage or bodily injury you cause on purpose with the permission of the insured person; or
- 4.3 consequential or indirect loss or damage, unless we specifically cover it in a different clause.

How to claim

Phone **0860 123 445** to report a claim and get a claim form.

You must send the following documents:

1. Claim form
2. Medical reports for injury
3. Certified death certificate for death
4. Certified copy of the insured person's identity document
5. Copy of the employment contract or affidavit that proves You employed the insured person at the time of the claim.

You must send all documents, including invoices for any medical treatment, to: Izinga Access (Pty) Ltd, PO Box 10592, Fourways East, 2055. Or you can deliver the documents to: Izinga Access (Pty) Ltd, 51 Burger Street, Krugersdorp, 1739.

The Domestic Employer Legal Helpline and cover includes:

1. Legal help by phoning 0860 123 445 for:

- 1.1 Legal advice by phone about employment and labour law during office hours.
- 1.2 A free 30-minute meeting at the office of an attorney who We appoint, anywhere in South Africa.
- 1.3 Legal help with negotiations and resolving disputes.
- 1.4 Professional help at the Commission for Conciliation, Mediation and Arbitration (CCMA) when allowed.
- 1.5 Legal help in the Labour Court.
- 1.6 Advice about employment contracts to ensure they comply with the Basic Conditions of Employment Act No. 75 of 1997, as amended.

Benefits

Accidents resulting in:	Benefit
1. Death	R15 000 (highest benefit).
2. Permanent disability	The percentage of R15 000 according to the table of permanent disablement.
3. Medical expenses	R100 for each full 24-hour day spent in hospital, up to 130 days in a year. R2 000 for out-of-hospital medical expenses. You must pay the first R100 of each claim (the Excess).
4. Emergency medical	All reasonable ambulance costs (up to R500) to transport the injured domestic employee to the closest hospital or emergency medical facility after an accident.

Injury	Percentage
Loss of two limbs (arms or legs)	100%
Loss of both hands or all fingers and both thumbs	100%
Total loss of sight (blindness)	100%
Total paralysis	100%
Injuries resulting in employee remaining permanently in bed	100%
Any other injury causing permanent total disability	100%
Loss of arm at shoulder	65%
Loss of arm between elbow and shoulder	65%
Loss of arm at elbow	55%
Loss of arm between wrist and elbow	55%
Loss of hand at wrist	50%
Loss of four fingers and thumb of one hand	50%
Loss of four fingers	40%
Loss of thumb – both phalanges (joints)	25%
Loss of thumb – one phalanx (joint)	15%
Loss of index finger – three phalanges	10%
Loss of index finger – two phalanges	8%
Loss of index finger – one phalanx	5%
Loss of middle finger – three phalanges	8%
Loss of middle finger – two phalanges	6%
Loss of middle finger – one phalanx	4%
Loss of ring finger – three phalanges	6%
Loss of ring finger – two phalanges	5%
Loss of ring finger – one phalanx	3%
Loss of little finger – three phalanges	4%
Loss of little finger – two phalanges	3%
Loss of little finger – one phalanx	2%
Loss of metacarpals – first, second	4%
Loss of metacarpals – fourth or fifth	2%
Loss of leg at hip	70%
Loss of leg above knee	70%

Injury	Percentage
Loss of leg below knee	45%
Loss of toes – all	15%
Loss of toes, big, both	7%
Loss of toes – big, one phalanx	3%
Loss of all toes other than big	7%
Loss of four toes	5%
Loss of three toes	5%
Loss of two toes	3%
Loss of one toe	1%
Loss of eye – whole	30%
Loss of eyesight	30%
Loss of sight except for perception of light	30%
Loss of hearing in both ears	50%
Loss of hearing – one ear	7%

Total permanent loss of the use of a limb because of an insured event will be treated as the loss of the limb.

We may only pay 90% of the percentage in the table for an injury to the left arm or hand of a right-handed insured person, and the other way round.

If there are two or more injuries, we may increase the total of the percentages up to 100% of the highest benefit of R15 000, but not more.

2. Settlement cover

2.1 Cover

We will cover You for up to R10 000 if you become legally responsible to compensate any former domestic employee under any award or Settlement made by the CCMA, following from one dispute or event during the period this policy is in force.

2.2 Terms

- If you know about an event that will probably lead to a claim you must notify us within 30 days by:
 - phoning **0860 123 445** or
 - writing to PO Box 10592, Fourways East, 2055.
 - If we reject your claim or do not agree with the value of your claim and you are unhappy with this, you may do the following within 90 days from receipt of your rejection letter:
 - Ask our management to reconsider your claim, or
 - write to The Ombudsman for Short-Term Insurance, PO Box 32334, Braamfontein, 2017. If you remain unhappy after we have reconsidered your claim, you may take legal action against us but it must be within six months from the end of the 90 days mentioned above.
- You will lose your legal rights to claim if you do not take legal action in time. This means we will not have to pay you anything.
- You must have been the legal employer of the domestic employee when the event leading to a claim happened.
 - The Domestic Employer Legal Helpline must have approved any employment contract or it must have complied with section 29 of the Basic Conditions of Employment Act No.75 of 1997 as amended.



K. Motor vehicles

Definitions

Motor Vehicle means the vehicle or motor vehicle as specified in the certificate of insurance, which may be any:

- motor vehicle, sports utility vehicle (SUV), minibus or light delivery vehicle (LDV) up to a gross mass of 3 500 kg
- motor cycle (with or without a sidecar), or
- caravan or trailer designed to carry up to 750kg

but excluding any:

- taxi
- rebuilt motor vehicle
- motor vehicle modified for commercial purposes, for example, but not limited to tow trucks, emergency and armed reaction motor vehicles, or
- bakkie or LDV (light delivery motor vehicle) used to carry loads or goods for any business or trade purposes.

Regular driver means the person (single person) who drives the motor vehicle most often during the period of cover, who **must** follow all the policy terms of the policy to be covered. This is not an open driver policy and therefore you **must** tell us:

- if two or more people drive the motor vehicle regularly, so that the premium is correctly calculated
- immediately (within 14 days at the latest) if the regular driver changes to another person other than the person noted on the policy as the regular driver.

Tracking device, where it is requirement, means a pro-active; or reactive; or early warning device as indicated on the Certificate of Insurance. **The tracking device must be in a working condition all the time.**

Important: If your motor vehicle is stolen and not recovered or damaged and we deem the motor vehicle to be uneconomical to repair, we will replace the motor vehicle or pay the current purchase price of a new motor vehicle within 12 months of its first date of registration. This is applicable to all vehicles that are insured for comprehensive, fire and theft cover, regardless of the level of cover chosen. *This is subject to the sum insured being sufficient less the excess payable as indicated on the certificate of insurance.*

1. Benefits

Available options to cover your motor vehicle: (indicated with *) The benefit option you selected will apply only when your motor vehicle is deemed to be a total loss or uneconomical to repair.

Please make sure you have selected the cover that is best suitable for your needs. If you are not sure or want to find out a bit more, please contact the Servicing Department on 0860 123 741.

- 1.1 **Extended new for old replacement* (optional – if you choose this as indicated on your certificate of insurance)**

If your motor vehicle is stolen and not recovered or damaged and we deem the motor vehicle to be uneconomical to repair, **we will replace your motor vehicle or pay the current purchase price of a new motor vehicle where the motor vehicle is within 24 months of its first date of registration. You can only have this option if your motor vehicle is purchased brand new and you are the first owner.** This is subject to the sum insured being sufficient less the excess payable as indicated on the certificate of insurance.

After the initial 24-month period the cover on your motor vehicle will automatically change to “**Better motor vehicle replacement***” cover.

- 1.2 **Purchase price replacement* (optional – if you choose this as indicated on your certificate of insurance)**

If your motor vehicle is stolen and not recovered or damaged and we deem the motor vehicle to be uneconomical to repair, **we will pay you the price you paid for the motor vehicle as stated on the original purchase invoice including VAT, but excluding costs, fees or other charges for any insurance, warranty, protection, fuel, delivery or finance charges and any refundable amounts.** This cover is applicable, within the first 24 months of the purchase date as indicated on the original purchase invoice. **You must provide us with the original purchase invoice from the dealer you purchased the motor vehicle from. You can only have this option if you purchase your motor vehicle from a registered dealer.** This is subject to the sum insured being sufficient less the excess payable as indicated on the certificate of insurance.

After the initial 24-month period from date of purchase the cover on your motor vehicle will automatically change to “**Better motor vehicle replacement***” cover.

- 1.3 **Better motor vehicle replacement* (optional – if you choose this as indicated on your certificate of insurance)**

If your motor vehicle is stolen and not recovered or damaged and we deem the motor vehicle to be uneconomical to repair, we will pay you the value equivalent to the **retail value** of a motor vehicle that is **one year newer than your current motor vehicle. The equivalent value is based on the same class and model type motor vehicle that you had.** This is subject to the sum insured being sufficient less the excess payable as indicated on the certificate of insurance.

Please note: If a model one year newer than your current motor vehicle was not produced/ manufactured, we will pay you the retail value of your current motor vehicle's model and year.

1.4 Retail value* (optional – if you choose this as indicated on your certificate of insurance)

If your motor vehicle is stolen and not recovered or damaged and we deem the motor vehicle to be uneconomical to repair, we will pay you the retail value of the motor vehicle according to the:

- latest *TransUnion/Mead and McGrowther Auto Dealer's Guide* as adjusted by its *Kilometre and Condition Chart* at the date of loss and includes the value of its factory fitted accessories and spare parts
- latest *Auto Dealer's Guide for Motor Vehicles (Cars) Over 10 years Old or Commercial Motor Vehicle Dealer's Guide*, where these apply and includes the value of its factory fitted accessories and spare parts.

This is subject to the sum insured being sufficient less the excess payable as indicated on the certificate of insurance.

1.5 Market value* (optional – if you choose this as indicated on your certificate of insurance)

If your motor vehicle is stolen and not recovered or damaged and we deem the motor vehicle to be uneconomical to repair, we will pay you the average of the motor vehicle's:

- recommended retail value and its trade value (also known as Market Value) according to the latest *TransUnion/Mead and McGrowther Auto Dealer's Guide* at the date of loss as adjusted by the *Kilometre and Condition Chart*, and includes the value of its factory fitted accessories and spare parts
- recommended retail value and its trade value according to the latest *TransUnion/Mead and McGrowther Auto Dealer's Guide for Motor Vehicles (Cars) Over 10 years Old or Commercial Motor Vehicle Dealer's Guide*, on the same basis, where these apply; and includes the value of its factory fitted accessories and spare parts.

This is subject to the sum insured being sufficient less the excess payable as indicated on the certificate of insurance.

1.6 Top Up Cover* (optional – if you choose this as indicated on your certificate of insurance)

- If your motor vehicle is stolen and not recovered or damaged and uneconomical to repair, we will pay the market value (as defined above) or the **outstanding settlement value** (in terms of a valid credit agreement that you entered into), whichever is the greatest. This is subject to the sum insured being sufficient less the excess payable as indicated on the certificate of insurance.
- **Vehicles on this option will automatically be changed to "market value" at the annual renewal date of this policy when the outstanding settlement value is less than the "market value".**

Our payment will be less the following:

- the excess you pay under the underlying policy
- any towing and storage fees
- any amount that will be refunded to you at the loss date
- any extra amounts added to the principle debt/ settlement – value under the credit agreement
- any finance charges or interest
- any arrear instalments.

Important to note: (applicable to all options above)

If your motor vehicle is not listed in the *TransUnion/Mead and McGrowther Auto Dealer's Guide*, we will request you to obtain the value (according to the option you chose) from three independent motor vehicle industry sources we choose.

2. Insured events

This policy covers any loss of or damage to the motor vehicle (including its standard factory-fitted accessories, spare parts, and factory fitted sound system) during the period of cover unless this policy specifically excludes the cause.

3. Indemnity

If your motor vehicle is stolen and not recovered or damaged and we deem the motor vehicle to be uneconomical to repair, we will indemnify you in accordance to the option you choose and as indicated in your certificate of insurance provided the limit of indemnity is sufficient to indemnify you.

Where the motor vehicle is damaged and repairable we will always try to put you in the same position you were in before the loss or damage happened. If any damaged motor vehicle (including any trailer, motor cycle, caravan or watercraft) is no longer under manufacturer's warranty, we may decide whether new, used or alternative spare parts to be used to repair the motor vehicle, as long as safety is not affected. If a spare part is not available, we only pay you the price of that part in the most recent catalogue or price list that applies at the date of loss.

4. Betterment

You must pay us any 'betterment' (increase in value or increase in condition of your motor vehicle because of repairs or replacement of parts.

5. Extras fitted to the motor vehicle (non-standard/aftermarket)

The policy only covers non-standard accessories listed on the certificate of insurance if a separate premium is paid for them. Non-standard accessories include, but not limited to tow bars, canopies, mag wheels, non-standard electronic devices (such as GPS devices, cellphone kits, MP3 players, motor vehicle radios and portable DVD players), and so on.

Any accessories and spare parts need to be fitted to the motor vehicle at the time of loss.

6. Extensions ☺

6.1 We pay the reasonable costs for **towing** your motor vehicle to the nearest repairer and reasonable storage fees.

- Please phone **Roadside Assistance on 0861 007 247** if your motor vehicle cannot drive due to an accident or if you need roadside assistance due to a roadside emergency. It is important to phone **Roadside Assistance to avoid paying unnecessary extra costs yourself.**

6.2 We pay the reasonable costs to deliver the motor vehicle to your address in South Africa after repair.

6.3 We pay the cost of:

- repairing/filling **windscreen** cracks or chips, or
- replacing the windscreen or other permanent window glass; **less** any excess that applies according to your certificate of insurance.

6.4 Third party liability

6.4.1 We cover you for an amount you are legally liable to any other person because of any

event or accident that involves the motor vehicle, up to the limits of liability stated below, for any:

- accidental death of or bodily injury to any person, or
- accidental damage to property
- legal costs and expenses (if you first got our written permission for these).

6.4.2 Specific exclusions that apply to third party liability only.

We do not cover and are not responsible for any:

6.4.2.1 death of or bodily injury to any:

- member of your household or person you employ
- person in or on a caravan or trailer attached to the motor vehicle
- passenger that pays a fare or while the motor vehicle is used as a taxi, or
- person in or on or climbing onto or off any open-backed vehicle (for example, a bakkie).

6.4.2.2 loss or damage to any property:

- that you or any household member owns or is responsible for
- carried in or on a caravan or trailer
- because of any indirect or consequential loss.

6.4.3 You have the same cover against third party liability subject to the exclusions and conditions of this policy and up to the limits of our liability, while driving someone else's motor vehicle, as long as it is not:

- a rented motor vehicle
- a motor vehicle, property owned by you or a household member and
- covered by another insurance policy.

This extension **does not cover you** for any physical injury to yourself or damage to the motor vehicle you drive or loss or damage to property in that motor vehicle.

6.4.4 Limits of our liability

We are **not liable** under this policy for more than:

6.4.4.1 **R500 000** in total for any number of claims from one event for the death of or bodily injury to any passengers travelling in your motor vehicle and

6.4.4.2 **R5 million** in total for all other claims from that event.

6.5 Trauma counselling

If you suffer any violent theft, robbery or hijacking (including violent attempts), we pay **up to R5 000** for professional **trauma counselling** for each event.

6.6 Medical expenses

If any motor vehicle occupant suffers bodily injury because of loss or damage to the motor vehicle, we pay **medical expenses up to R3 000** for each occupant's injuries, **up to a maximum of R10 000 in total for any one incident**. It must not be possible to recover or claim the medical expenses from any other insurance, facility or medical aid.

6.7 Sound equipment

We pay:

6.7.1 the replacement value you specify for non factory-fitted **sound equipment**, or your actual loss **up to R3 500**; or

6.7.2 your actual loss **up to R2 000** for theft of compact discs (CDs) or audio tapes, if visible forcible and violent entry was used to gain entry into the motor vehicle. No excess applies to this cover.

You must prove the make, model, purchase and ownership if you claim for non-factory-fitted sound equipment.

6.8 If your motor vehicle is fitted with a **tracking device**, is stolen and not recovered or damaged and we deem the motor vehicle to be uneconomical to repair, we pay up to **R1 000** of the actual cost to install a tracking system in your new motor vehicle, **as long as** we approve this first.

6.9 We pay your reasonable costs because of lost or damaged motor vehicle **keys, locks or remotes**, **up to R5 000** for any one claim.

7. Specific conditions that apply to motor vehicle cover

7.1 Your motor vehicle must always be used according to the class of use stated on the certificate of insurance, **or else we may reject your claim**.

7.2 Your motor vehicle must always be in a **roadworthy condition** according to the National Road Traffic Act of 1996 or related regulations and any replacement or change or similar law in any relevant country where this policy applies, **or else we may reject your claim**.

7.3.1 **you must** take the motor vehicle to be inspected **within seven days** of this policy starting or adding a new motor vehicle, or **else we do not cover you** for all the insured events. The inspection is done by a company we choose.

7.3.2 you have **no cover** within the seven-day period for windscreen or glass, until the motor vehicle is inspected.

7.3.3 **you must pay the excess** as indicated in your certificate of insurance for theft and hijacking within the seven-day period, until the motor vehicle is inspected.

7.3.4 if the motor vehicle is not inspected within seven days, **we may reject any theft or hijacking claim**.

7.3.5 we may require the motor vehicle to undergo a further inspection at an institution selected by us at any stage after inception and during the currency of this policy. Failure to comply with our request will render this policy void at our option.

7.4 If the motor vehicle is damaged **outside South Africa**, you must return it to South Africa at your cost.

7.5 If the motor vehicle is towed, you must tell us within 48 hours where it is.

It is very important to phone the Roadside Assistance line on 0861 007 247 after you have had a motor vehicle accident and your motor vehicle is not drivable. The Roadside Assistance consultant will authorise and arrange the towing of your motor vehicle.

Important: you will be responsible for the towing and storage if you do not comply with this.

7.6 The premium is calculated on the details and risk profile of the actual **regular driver**. We **may reject** any claim if the actual regular driver is not named in the certificate of insurance or their details are incorrect.

7.7 **Leaving the scene of an accident:**

The driver of a motor vehicle on a public road at the time when such motor vehicle is involved in or contributes to any accident in which any other person is killed or injured or suffers damage in respect of any property or animal shall:

- immediately stop the motor vehicle
- ascertain the nature and extent of any injury sustained by any person
- if a person is injured, render such assistance to the injured person as he or she may be capable of rendering
- ascertain the nature and extent of any damage sustained
- if required to do so by any person having reasonable grounds for so requiring, give his or her name and address, the name and address of the owner of the motor vehicle driven by him or her and, in the case of a motor vehicle, the registration or similar mark thereof.

Important: you are not covered if the person who drove the motor vehicle leaves the accident scene unlawfully.

8. Specific exclusions that apply to motor vehicle cover

This policy **does not cover any accident, injury, loss, damage or liability:**

- 8.1 if the motor vehicle is:
- used to **earn money**, as a taxi carrying paying passengers, as a lift club for profit, as a hire/d car, or for giving driving lessons
 - used for **rac**ing, rallies, speed or other contests or other competitions
 - used in connection with the **motor trade**, unless it is being serviced or repaired
 - **modified** for using in business or trade, for example any tow truck, armed response or emergency vehicle
 - any bakkie or light delivery vehicle used to carry loads or goods for business and/or trade purpose.

8.2 for **tyre damage** because of braking, punctures, cuts or bursts

8.3 to springs or shock absorbers because of any uneven surface, for example potholes

8.4 to any **property in or on the motor vehicle** (except accessories included in the sum insured or listed in the certificate of insurance).

8.5 if you or another person with your permission drive the motor vehicle while:

- **not fully licensed** to drive the motor vehicle, or
- while **under the influence** of liquor or drugs, or having a level of alcohol in their blood or breath that is over the legal limit.

8.6 to any fare-paying **passenger**, member of your household or any employee (in the course and scope of their work with you)

8.7 to any person in or on or climbing onto or off the back of any **open-backed vehicle** (such as a bakkie, for example).

8.8 covered under the **Road Accident Fund Act of 1996** and any changes or related regulations or any replacement or similar law in any relevant country where this policy applies.

8.9 because of any **mechanical, electrical or electronic breakdown**, breakage or failure, including any damage or loss it causes to any part.

9. Class of use

Class 1 – Social only

Social, domestic and pleasure purposes only. This excludes journeys between home and your permanent place of work and any business travel.

Note: Caravans and trailers can only be insured in this class.

Class 2 – Social and to and from work

Social, domestic and pleasure purposes including journeys between home and your permanent place of work or study. This excludes any business travel or where your permanent work address is at a different site during any month of insurance.

Class 3 – Professional

Social, domestic and pleasure purposes including journeys between home and your permanent place of work. In addition, usage for professional business purposes. The term “professional business purposes” includes where we deem your occupation to require occasional, infrequent and incidental use of the motor

vehicle for business purposes. If your business or occupation requires you to use your motor vehicle regularly (more than 10 times a month), it will not be covered under the professional class of use but the motor vehicle should rather be insured under the business class to enjoy cover.

Class 4 – Business

Social, domestic and pleasure purposes including journeys between home and your permanent place of work. In addition cover is also provided where your occupation requires regular and frequent use of the motor vehicle and the motor vehicle forms an essential part of your work.

10. Car hire extension: for stolen, hijacked, or damaged motor vehicles (optional – if you choose this as indicated on your certificate of insurance)

10.1 Benefit

Where the motor vehicle is stolen, hijacked or damaged in an accident and cannot be driven and we accept liability for the loss, we will provide you with a hired motor vehicle of our choice for a maximum period of 30 days or 60 days, as indicated on the certificate of insurance from the date you submit your claim.

10.2 Specific conditions applicable to car hire

10.2.1 You will be subject to the terms and conditions of the specific rental or hire agreement signed at the time of taking delivery of the hired motor vehicle and one of the conditions is that you must have a valid credit card available.

10.2.2 Benefits will cease:

- the day you regain possession of the motor vehicle
- the day we discharge our liability for the total loss of the motor vehicle, or
- 30 days or 60 days (depending on the cover selected and as reflected on the certificate of Insurance) after the commencement of the hire period; whichever occurs first.

10.3 Specific exceptions applicable to car hire

We do not cover any other charges (such as fuel, traffic fines and so on) or costs which are charged over and above the actual car hire and insurance charge.

11. Reduced/limited cover (optional – if you choose this as indicated on your certificate of insurance)

11.1 Third Party liability, fire and theft

11.1.1 Benefit payable for Third Party liability, fire and theft

The benefits and insured events in terms of this policy are hereby reduced and limited to theft, hijack and fire benefits and third party liability only.

11.1.2 Specific conditions applicable to Third Party liability, fire and theft

In respect of cover for fire and theft, the insured events are loss of or damage to the insured motor vehicle (as indicated on the certificate of insurance) caused by theft, hijacking and fire occurring during the period of insurance. The **specific conditions** will also apply to **Third party liability, fire and theft**.

11.1.3 Specific exclusions applicable to Third Party liability, fire and theft

This reduced cover under the policy **does not cover** your motor vehicle for towing, storage, delivery, windscreen damage, trauma counselling, medical expenses, sound equipment, tracking devices, keys, locks, remotes and so on. The **specific exclusions** will also apply to **Third party liability, fire and theft**.

11.2 Third Party liability only

11.2.1 Benefit payable for Third Party liability only

The benefits and insured events in terms of this policy are hereby reduced and limited to third party liability only.

11.2.2 Specific conditions applicable to Third Party liability

In respect of cover for third party liability insured events are reduced to third party liability only for the insured motor vehicle (as indicated on the certificate of insurance). The **specific conditions** will also apply to **Third party liability**.

11.2.3 Specific exclusions applicable to Third Party liability

This reduced cover under the policy does not cover your motor vehicle for towing, storage, delivery, windscreen damage, trauma counselling, medical expenses, sound equipment, tracking devices, keys, locks, remotes and so on. The **specific exclusions** will also apply to **Third party liability**.

12. Excesses you must pay for motor vehicle claims

- **You must pay** the excess listed in your certificate of insurance for each event leading to a claim.
- You do not pay any excess under third party liability.
- The basic excess amount **you must pay** is on your certificate of insurance.
- The excess **you must pay** to replace any windscreen or window glass is in your certificate of insurance. No excess applies for filling or repairing chips or cracks to glass.
- If you are a pensioner and the regular driver, you do not pay the basic excess or glass excess if you follow all the policy terms.
- Please refer to your certificate of insurance for the first amount you must pay where the driver is anyone other than the regular driver or the regular driver's spouse.
- **You must pay an additional excess** according to your certificate of insurance for loss or damage **before** the motor vehicle is inspected during the seven-day period (in terms of specific condition above).

13. Excess waiver options:

You can choose between the following excess waiver options:

- 13.1 **Full excess waiver option: (optional – if you choose this as indicated on your certificate of insurance)** Means, that the basic excess is waived.
- 13.2 **Excess waiver with Touch Up option: (optional – if you choose this as indicated on your certificate of insurance)**
- Means, that the basic excess is waived on condition that you can provide, for the period of cover at date

of loss, proof that you have an active Touch Up/ Scratch and Dent policy that covers the normal day to day dents and scratches to your motor vehicle.

- 13.3 **Excess waiver with minimum claim amount option: (optional – if you choose this as indicated on your certificate of insurance)**

Means, that the basic excess is waived, but you can only claim for damage to a value greater than the minimum amount as shown on your certificate of insurance.

- 13.4 **Excess waiver total loss option: (optional – if you choose this as indicated on your certificate of insurance)**

Means, that in the case of your motor vehicle being stolen and not recovered or damaged and we deem the motor vehicle to be uneconomical to repair, the basic excess will be waived.

Please make sure you have selected the excess waiver/ cover that is best suitable for your needs. If you are not sure or want more information, please contact the Servicing Department on 0860 123 741.



L. Personal Accident

L (i) Accident Protection Plan ☺

1. Definitions

These words have the following meanings where they appear in this section:

Accident a sudden and unexpected event at a specific date, time and place. It must cause visible bodily injury to the insured person that could lead to a claim for death or disability. **Insured Event** will have the same meaning.

Bodily injury Bodily injury or permanent disability within 12 months of the accident date that caused it, as listed in the policy's benefits table below. The injury cannot have any other cause such as a physical problem, weakness or illness that existed before the accident. Injury includes exposure to the elements (having no shelter) because of an accident. But injury is not any sickness or infection unless this was directly because of an accidental bodily injury.

Crew member means any person involved in the operating or flying of an aircraft. This can be the pilot, co-pilot, flight engineer, navigator or the cabin crew that are essential for the safe operation of the aircraft and the successful completion of the flight.

Death when the insured person dies within 12 months of an accident covered by this policy.

Doctor a person who is registered and licensed to practise medicine in the relevant country, but must not be the insured person or their immediate family members.

Family means:

- you, named in the certificate of insurance,
- your spouse named in the certificate of insurance; or
- a natural child, stepchild, or legally adopted child of yours who is unmarried, under 25 years of age and is fully dependant on you for financial support. Up to a maximum of 5 children.

Insured person means **You**, the policyholder named in the certificate of insurance; or your family as defined.

Limits of benefits the maximum amount payable shown in the certificate of insurance for death and permanent disability.

Permanent disability the insured person's permanent incapacity (disability) within 12 months of the accident date that caused it. This must permanently prevent you from earning income doing your normal job (or similar work you have the knowledge, ability or training to do) and for which according to a medical doctor there is no chance of recovery after 12 months.

Professional sports player an insured person who earns more than 50% of their income from playing sport.

Spouse the husband, wife or any legal partner who you have lived with permanently and continuously in the same household for the minimum period of 6 months without a break. This policy only covers one spouse or one legal partner, whom you chose and whom you named in the certificate of insurance.

Total loss of hearing total inability to hear for a minimum of 12 months in a row, and as confirmed by **medical tests (audio-metric and sound-threshold tests)**.

Total loss of speech total inability to speak for a minimum of 12 months in a row, and as confirmed by medical tests. This excludes any psychiatric (mental) cause.

Total loss of eyesight total inability to see for a minimum of 12 months in a row, and as confirmed by medical tests.

You or Your the policyholder named in the Certificate of Insurance (the main insured person).

2. Insured events and payments

- We will pay for death or permanent disability under the **Accident Protection Plan** as a result of any accident we cover in this policy, and according to the limits indicated in the Compensation Table below.
- The amount we pay will not be more than the sum insured in the certificate of insurance.
- We will pay all benefits to you. If you die, we will pay the benefits to the person you chose to get the benefit (your beneficiary or estate).
- Total payment arising from one incident will never be more than the sum insured in the certificate of insurance.

3. Compensation Table

Insured event	
Death	The sum insured in the Certificate of Insurance
Permanent disability	The percentage below applied to the sum insured in the Certificate of Insurance
Loss of one or more limbs (arms or legs) by amputation at the wrist or ankle or above:	100%
Loss of:	
Speech	100%
Four entire fingers on a hand	75%
Entire thumb with both phalanges (bones)	30%
Thumb with one phalanx (bone)	15%
Entire index finger with three phalanges	10%
Index finger with two phalanges	8%
Index finger with one phalanx	5%
Any other finger with three phalanges	6%
Any other finger with two phalanges	4%
Any other finger with one phalanx	2%
All toes on one foot	30%
Both big toes with both phalanges	5%
One big toe with one phalanx	3%
Any other entire toe or more than one, each	1%
Hearing in both ears	100%
Hearing in one ear	25%
One or both eyes	100%
All sight in one or both eyes	100%
Sight of eye (except awareness of light)	75%
Permanent scars from burn wounds on a total surface area of:	
1 The face and neck	
1.1 100% of the skin surface area	50%
1.2 Less than 100% of the skin surface area	A percentage in proportion to the area affected is applied to the compensation for 1.1 above. If a large part of your skin is burnt you will receive more money than when a small part is burnt. (For example: scarring of 50% of the surface area = $50\% \times 50\% = 25\%$ compensation)
2 the remaining parts of the body other than the face and neck	
2.1 100% of the skin surface area	25%
2.2 Less than 100% of the skin surface area	A percentage in proportion to the area affected is applied to the compensation for 2.1 above. (For example: scarring of 50% of the surface area = $25\% \times 50\% = 12.5\%$ compensation)

4. Information about Permanent disability

- Where the injury is not listed, we will apply a percentage that is consistent with others in the Compensation Table.
- Permanent total loss of the use of a limb is equal to its loss by amputation.
- If you become permanently disabled in an accident and we pay you out but later you die because of the same accident, then we will pay you for the death minus the money already paid to you for the disability. This benefit will only be applicable if the policy has remained active until date of death.
- The total amount of money paid to you from one cause will not be more than the sum insured in the Certificate of Insurance.

5. Extended Benefits

5.1 Thirst, starvation or exposure

Death or permanent disability caused by thirst, starvation or exposure to the elements (having no shelter) directly resulting from an accident

5.2 Spider, snake or animal bites

Death or permanent disability caused by spider, snake or animal bites directly resulting from an accident.

5.3 Missing person presumed dead

Death includes the presumed death of an insured person who is missing in terms of an order from a South African court. If we find out that the insured person is alive after paying the death benefit, we will ask for repayment of the benefit that has been paid out.

5.4 Registered Public transport benefits

The money paid out will be 50% more if the insured person dies or is permanently disabled while travelling as a paying passenger on or in any aircraft, train, bus, taxi, minibus, boat or other vessel. All these forms of transport must be licensed to carry passengers.

5.5 Family plan option (where this option has been chosen)

If you chose the Family plan option, every insured person is covered for the percentages below of the sum insured noted in the Certificate of Insurance:

- You 100% of the sum insured
- Spouse 50% of the sum insured
- Each Child 20% of the sum insured.

Benefits for children:

Accidental death benefits for insured children will be paid out as follows:

- Maximum of R10 000 for children younger than 6 years old
- Maximum of R30 000 for children older than 6 years old but younger than 14 years old.
- Maximum of 20% of the insured benefit for children older than 14 years old and younger than 25 years old.

Important to note:

- For children to qualify as an insured person, they must be under 18 years of age (or under 25 years of age if they are fully dependant and full-time students registered at a recognised university or other tertiary institution).
- Disablement benefits for children are according to the compensation table above.
- The maximum amount we pay when a child dies is the amounts noted above, or the amount allowed by the South African law at the time, whichever is the lesser.

5.6 Trauma counselling services

If the insured becomes a victim of a violent crime, for example, robbery, we will pay up to R5 000 for trauma counselling per event (limited to 2 events per calendar year).

5.7 Medical expenses

If an insured person is hurt due to an insured event, we will pay up to R5 000 for medical expenses for each event (limited to 2 events per calendar year). These medical expenses must not be recoverable from a medical aid.

5.8 Education fund supplement

If an Insured person dies because of an accident and is survived by dependent children, we will pay the insured person's estate R3 000 for each surviving dependent child up to a maximum of R15 000 for each family. This benefit is only payable for children registered at a public or private school at the time of the death of the insured person.

5.9 Orphan benefit

If an Insured person and their spouse die in the same accident and they are survived by dependent children, we will pay the insured person's estate in addition to the benefit payable under the education fund supplement, R6 000 for each surviving dependent child up to a maximum of R30 000 for each family.

5.10 Accommodation and transport expenses

If an insured person is injured in an accident and is admitted as an in-patient at a hospital for an insured event, and the hospital is more than 100km from the insured person's home, We will reimburse you for reasonable accommodation and transport costs incurred by their spouse and dependent children to travel or remain with the insured up to a maximum of R3 000 per incident. This benefit is limited to two insured events during the life of the policy.

5.11 Domestic Employee Cover

If your domestic employee has been working for you for at least one year (and not less than 5 days a week), dies as a result of an accident, we will pay you for funeral expenses and/or the costs of transporting the remains or ashes of the deceased to his/her normal home, and/or any other reasonable expenses related to and following death. We will pay up to a maximum amount of R5 000 per accident.

6. Specific Exclusions

We do not cover death or permanent disability if the accident happens:

6.1 While the insured person is involved in:

- active duty in the armed forces of any country or international body, even if war is not declared. This includes training or serving as a member of the armed forces in any position;
- active duty in the police service or active duty as a security guard;
- any riot or civil disorder;
- any War, invasion, enemy act, hostilities, civil war, rebellion, revolution, military coup or labour disturbance (such as a strike or lock-out);
- declared War or conflict, directly or indirectly, unless they leave the war or conflict zone within seven days;
- using military force to prevent or limit any terrorist act, or suspected terrorist act;
- any dangerous recreational activity (done for fun) or professional sports;
- any racing or speed trial using any vehicle, boat or aircraft with an engine;
- mountaineering, rock climbing or potholing (climbing in caves); or
- driving any vehicle while the alcohol content in their blood is over the legal limit.

6.2 While the Insured person is travelling in an aircraft:

- as a crew member or as a pilot or co-pilot;
- for technical or business reasons to do with the aircraft;

- flown by a pilot without a valid licence;
- that is not licensed to carry passengers;
- training to fly (trainee pilot); or
- as a non-fare paying passenger or as the owner of the aircraft.

6.3 Directly or indirectly because of the insured person's:

- suicide or attempted suicide;
- physical illness, sickness or addictions;
- using or being under the influence of any drug or controlled substance (except as prescribed by a medical doctor)
- being under the influence of alcohol or whilst the concentration of alcohol in your blood or respiratory system exceeds the statutory limit in force at such time
- self-inflicted injury or a dangerous act done on purpose (unless while trying to save human life);
- pregnancy, miscarriage, abortion or any other problem or procedure involved in having a baby (including stillborn);
- any crime or illegal act by an insured person;
- mental disorder or disability, such as but not limited to anxiety, autism or eating disorders;
- working underground or involvement in activities that use explosives;
- use or release of any nuclear fuel or weapon that directly or indirectly results in ionising radiation, radioactive contamination or self-sustaining nuclear fission;
- use or spreading of any infectious or poisonous biological or chemical material because of war or a terrorist act; or
- any accident that happened before you took out this policy.

6.4 Directly or indirectly because of any

- public disorder, war or terrorism, including any:
 - civil disorder, riot or labour disturbance (such as a strike or lock-out)
 - civil war, invasion, enemy act, hostilities or similar activities, whether war is formally declared or not
 - military coup, siege, rebellion, revolution or martial law

- act intended to:
- overthrow, influence or protest against any state, government, tribal or other authority by threats, force, terrorism or violence, or
- cause loss, damage, injury or public fear to promote any personal, political, religious, social or economic aim or change.

This exception applies despite anything else in this policy (including any specific term), and even if any other cause or event also contributes to the loss or damage:

- act or attempt to cause any situation or event similar to public disorder, war or terrorism (as described above); or
- act or attempt by any lawful authority to control, prevent or deal with any act, situation or event similar to public disorder, war or terrorism.

If we think we are not liable for any loss because of these public disorder, war or terrorism exceptions, you must first prove that the loss is not related to the relevant act, event or situation.

7. Specific Conditions

7.1 Age limits to qualify as an insured for the policy benefits

- You and your spouse must both be at least 18 but not older than 65 when cover starts under this Policy.
- A child must be younger than 18 to qualify as an insured person.
- Children between the ages of 18 and 25 will qualify as an insured person provided that they are a full-time student at a recognised university or other tertiary institution, and who are financially dependent on the policyholder.

7.2 Limited compensation under more than one Policy

- If you have more than one policy the maximum amount we will pay under both policies together is R1.5 million.
- If you and your spouse have taken out separate policies in your own names for different amounts, the most We will pay under both policies together is R1.5 million.
- If the total value of the policies together is over R1.5 million we will repay the extra premium amounts paid for the cover over R1.5 million. We will repay you and your Spouse in proportion to the amounts of individual cover.

7.3 Indemnity conditions

- Cover under this policy will be provided upon the occurrence of an insured event.
- Cover is provided if the insured event occurs after the start of this policy, and during the

period of cover. All applicable time frames will start on the day the insured event occurs. The benefits and limits applicable will also be as at the time of the insured event.

7.4 Maximum amount we will pay

- The most we will pay for any insured event is the sum insured shown in the Certificate of Insurance.

7.5 Claims

- We must be notified of a claim within 90 days, and all required and supporting documents must be supplied to us within 180 days.
- We will not pay any claim more than 12 months after the accident having occurred.

In the case of death or permanent disability the following conditions and requirements must be complied with (where applicable) at your own expense when submitting a claim:

- After suffering any bodily injury, you must see a suitably qualified medical doctor as soon as possible and take any treatment recommended and; have any medical check-up or tests done.
- We do not have to pay any part of any claim that results because you unreasonably or deliberately fail to consult and follow the advice of a suitably qualified medical doctor.
- You must give us all certificates, information and evidence we need to process your claim in the form we ask for.
- We may request a medical post-mortem examination of the body of an insured person.
- We may request further documents and medical opinion from a specialist doctor.
- Any claim for accidental or unnatural death must have a medical post-mortem report that confirms the cause of death, and any accident related to a criminal activity must be accompanied by an official police report.

7.6 Sanctions Clause

Before a claim is paid out, the beneficiaries will be screened against the sanction lists as published in terms of section 25 of the POCDATARA (Protection of Constitutional Democracy Against Terrorist and Related Activities Act, 2004 (Act No. 33 of 2004)). Should a beneficiary be found on the sanctions list the pay-out will not be concluded. The related family will be required to obtain a letter of appointment from the magistrate court for nomination of an alternative person to receive the funds. This may lead to the claim payment being delayed.

L (ii) Accident Protection Plan (Linked to your Standard Bank Current Account as a standard benefit) 😊

1. Definitions

These words have the following meanings where they appear in this section:

Accident a sudden and unexpected event at a specific time and place. It must cause external visible bodily injury to the insured person that leads to death.

Crew member means any person involved in the operating or flying of an aircraft. This can be the pilot, co-pilot, flight engineer, navigator or the cabin crew that are essential for the safe operation of the aircraft and the successful completion of the flight.

Death when the insured person dies within 12 months of an accident covered by this policy.

Doctor a person who is registered and licensed to practise medicine in the relevant country, but must not be the insured person or their immediate family members.

Insured person means **You**, the account holder of the Standard Bank Current Account, where the Standard Bank Accident Protection Plan was part of the Elite, Prestige or Private Banking current account offering.

Professional sports player an insured person who earns more than 50% of their income from playing sport.

You or Your means the account holder of the Standard Bank Current Account, where the Standard Bank Accident Protection Plan was part of the Elite, Prestige or Private Banking current account offering.

2. Standard Bank Accident Protection Plan – for new qualifying Standard Bank Current Account customers.

If the **Standard Bank Accident Protection Plan** was part of the Elite, Prestige or Private banking current account offering, we are delighted to inform you that the Standard Bank Accident Protection Plan is a benefit provided to you at no extra cost. The total sum insured of your policy is noted in your Certificate of Insurance.

This cover is an extra benefit on your Standard Bank personal current account that will be given to you at no extra cost. You will enjoy this benefit for as long as your Standard Bank personal current account is active.

The Standard Bank Accident Protection Plan covers you (the insured person) for **accidental death only**.

3. Insured events and payments

- We will pay for death only under the Standard Bank Accident Protection Plan as a result of any accident we cover in this policy.
- The amount we pay will not be more than the sum insured in the Certificate of Insurance.
- We will pay all benefits to the named beneficiary or your estate.

4. Extended Benefits

4.1.1 Thirst, starvation or exposure

Death caused by thirst, starvation or exposure to the elements (having no shelter) directly resulting from an accident.

4.1.2 Spider, snake or animal bites

Death caused by spider, snake or animal bites directly resulting from an accident.

4.1.3 Missing person presumed dead

Death includes the presumed death of an insured person who is missing in terms of an order from a South African court. If we find out that the insured person is alive after paying the death benefit, we will ask for repayment of the benefit that has been paid out.

4.1.4 Maximum amount we will pay

The maximum we will pay for any insured event is the sum insured shown in the Certificate of Insurance.

The amount we pay when a child dies is limited to the highest amount allowed by the South African law at the time.

5. Specific Exclusions

We do not cover death if the accident happens:

5.1 While the insured person is involved in:

- active duty in the armed forces of any country or international body, even if war is not declared. This includes training or serving as a member of the armed forces in any position;
- active duty in the police service or active duty as a security guard;
- any riot or civil disorder;
- any war, invasion, enemy act, hostilities, civil war, rebellion, revolution, military coup or labour disturbance (such as a strike or lock-out);
- a declared war or conflict, directly or indirectly, unless they leave the war or conflict zone within seven days;

- using military force to prevent or limit any terrorist act, or suspected terrorist act;
- any dangerous recreational activity (done for fun) or professional sports;
- any racing or speed trial using any vehicle, boat or aircraft with an engine;
- mountaineering, rock climbing or potholing (climbing in caves); or
- driving any vehicle while the alcohol content in their blood is over the legal limit.

5.2 While the insured person is travelling in an aircraft:

- as a crew member or as a pilot or co-pilot;
- for technical or business reasons to do with the aircraft;
- flown by a pilot without a valid licence;
- that is not licensed to carry passengers;
- training to fly (trainee pilot); or
- as a non-fare paying passenger or as the owner of the aircraft.

5.3 Directly or indirectly because of the insured person's:

- suicide or attempted suicide;
- physical illness, sickness or addictions;
- using or being under the influence of any drug or controlled substance (except as prescribed by a medical doctor)
- being under the influence of alcohol or whilst the concentration of alcohol in your blood or respiratory system exceeds the statutory limit in force at such time
- self-inflicted injury or a dangerous act done on purpose (unless while trying to save human life);
- pregnancy, miscarriage, abortion or any other problem or procedure involved in having a baby;
- crime or illegal act by an insured person;
- mental disorder or disability, such as but not limited to anxiety, autism or eating disorders;
- working underground or involvement in activities that use explosives;
- use or release of any nuclear fuel or weapon that directly or indirectly results in ionising radiation, radioactive contamination or self-sustaining nuclear fission;
- use or spreading of any infectious or poisonous biological or chemical material because of war or a terrorist act; or
- any accident that happened before you took out this policy.

5.4 Directly or indirectly because of any

- public disorder, war or terrorism, including any:
 - civil disorder, riot or labour disturbance (such as a strike or lock-out)
 - civil war, invasion, enemy act, hostilities or similar activities, whether war is formally declared or not
 - military coup, siege, rebellion, revolution or martial law
 - act intended to:
- overthrow, influence or protest against any state, government, tribal or other authority by threats, force, terrorism or violence, or
- cause loss, damage, injury or public fear to promote any personal, political, religious, social or economic aim or change.

This exception applies despite anything else in this policy (including any specific term), and even if any other cause or event also contributes to the loss or damage:

- act or attempt to cause any situation or event similar to public disorder, war or terrorism (as described above); or
- act or attempt by any lawful authority to control, prevent or deal with any act, situation or event similar to public disorder, war or terrorism.

If we think we are not liable for any loss because of these public disorder, war or terrorism exceptions, you must first prove that the loss is not related to the relevant act, event or situation.

6 General Conditions

Section D (General conditions that apply to all policy sections) as stipulated in the main policy wording is replaced by the following General Conditions, which are applicable to this section only:

6.1 Cancellation

The Standard Bank Accident Protection Plan is a benefit of having a Standard Bank personal current account and therefore cover cannot be cancelled except if your current account is closed. You will enjoy this benefit for as long as your Standard Bank personal current account is active.

6.2 Preventing loss or injury

The insured person must take reasonable care to prevent any accident that could result in death.

6.3 Claims

- We must be notified of a claim within 90 days, and all required and supporting documents must be supplied to us within 180 days.
- We will not pay any claim more than 12 months after the accident having occurred.

In the case of death the following conditions and requirements must be complied with (where applicable) at your own expense when submitting a claim:

- After suffering any bodily injury, you must see a suitably qualified medical doctor as soon as possible and take any treatment recommended and; have any medical check-up or tests done.
- We do not have to pay any part of any claim that results because you unreasonably or deliberately fail to consult and follow the advice of a suitably qualified medical doctor.
- You must give us all certificates, information and evidence we need to process your claim in the form we ask for.
- We may request a medical post-mortem examination of the body of an insured person.
- We may request further documents and medical opinion from a specialist doctor.
- Any claim for accidental or unnatural death must have a medical post-mortem report that confirms the cause of death, and any accident related to a criminal activity must be accompanied by an official police report.

6.4 Disputes and rejection of claims:

“Rejection” means we decline or reject your claim or part of your claim.

If you are dissatisfied with any decision about your claim or if there is an argument about the value of your claim, you will have 90 days to ask us to review the decision from the date of receipt of the rejection by doing the following;

- i) asking for your claim to be re-evaluated by our management or contact the office of The Ombudsman for Short-Term Insurance
Postal address: The Ombudsman for Short-term Insurance
PO Box 32334,
Braamfontein, 2017
Phone number: 011 726 8900
Fax number: 011 726 5501
- ii) if you are not happy with the outcome of the re-evaluation of your claim, you have 6 months to take legal action against us from the date of expiry of the 90 days mentioned above. If you fail to comply with the above time period you will forfeit your claim and we will have no liability in terms of such claim.

- iii) If your intermediary (such as a broker) or financial services provider did not sort out a complaint about a policy you bought or that has been changed, replaced or ended, you may complain to the FAIS Ombud.

Postal address: The FAIS Ombud,
PO Box 74571,
Lynnwood Ridge,
0040
Phone number: 012 470 9080 or
012 470 9099
Fax number: 012 348 3447
Share call number: 0860 324 766
Email: info@faisombud.co.za

6.5 Fraud

We will reject any claim in full under this policy that is fraudulent (dishonest). It will amount to fraud if:

- an insured person uses any dishonest method to get a benefit under this policy;
- someone is dishonest to help an insured person with the insured person’s knowledge and permission; or
- an insured person causes any insured event to happen on purpose.

6.6 Payment of premiums

The payment of the premium for this policy will be made by The Standard Bank of South Africa Pty (Ltd) (SBSA).

6.7 Changes to your Policy

We may change this policy by sending you a letter at your last known postal or email address 30 days before the change.

6.8 Jurisdiction

Only South African courts may decide any matter in terms of this policy. Only South African law will be applicable to this policy.

6.9 Interpretation

If there is any difference between this policy and any other related document, the terms and conditions of this policy will always apply. These include the Certificate of Insurance and all definitions, conditions, exclusions, changes and endorsements (writing or stamps on the Policy document).

6.10 Personal Information

6.10.1 We may and you expressly consent to the collecting and processing of your personal information by us, to:

- administer your policy
- provide any combination of services, analysis, advice or intermediary service linked to your policy, to you
- monitor and analyse your conduct relating to the policy for fraud, compliance and other risk-related purposes
- carry out statistical and other analysis to identify potential markets and trends; and
- develop new products and services.

6.10.2 You hereby expressly consent that we may:

- process and further process your Personal Information within the Group for the above purposes;
- disclose your Personal Information to any person who provides services to us or acts as our agent or to whom we have transferred or propose to transfer any of our rights and duties in respect of your account. Some of these persons may be located in countries outside of the Republic of South Africa; and
- share your Personal information with our Service Providers, locally and outside South Africa, as necessary. We ask persons who provide services to us to agree to our privacy policies if they need access to any Personal Information to carry out their services.

6.10.3 You acknowledge that:

- we will at all times remain responsible for determining the purpose of and means for processing your Personal Information;
- we are required by various laws, including the FAIS Act, to collect some of your personal information;
- without your Personal Information we may be unable to open or continue to offer services to you;
- you are providing us with your Personal Information voluntarily;

6.10.4 Our address is stated in the service address clause in the policy.

6.11 You must follow policy terms and conditions

Our liability (responsibility) depends on you complying with the policy terms and conditions. This means we will not pay your claim if you do not adhere to the terms and conditions of your policy.

6.12 Interest on claim amounts

We do not pay interest on any claim amount or other payment we owe you under this policy, unless ordered to do so by a competent South African court.

6.13 Subrogation rights (transfer of rights/to take over a claim in your name)

We may take over your rights related to any claim or defence of a claim we cover. This means we may pursue, defend or settle related claims and use your name for this.

6.14 Sanctions clause: Claim payment to the nominated beneficiary

Before a claim is paid out, the beneficiaries will be screened against the sanction lists as published in terms of section 25 of the POCDATARA (Protection of Constitutional Democracy Against Terrorist and Related Activities Act, 2004 (Act No. 33 of 2004)). Should a beneficiary be found on the sanctions list the pay-out will not be concluded. The related family will be required to obtain a letter of appointment from the magistrate court for nomination of an alternative person to receive the funds. This may lead to the claim payment being delayed.



M. Personal liability

Definitions

You or your includes members of your family who normally live with you.

1. Benefits

1.1 **As owner**, we cover you for **up to R10 million** following from one event if you are legally responsible to pay compensation during the period of this policy for accidental:

- death, bodily injury or illness to any other person, or
- damage to the property of any other person.

We will also pay costs and expenses you owe a claimant, **if we gave you written permission** for these.

1.2 **As tenant**, we cover you for **up to R10 million** following from one event if you are legally responsible **as tenant** to pay compensation during the period of this policy for:

- damage to any residential building or its domestic outbuildings (including fixtures and fittings) caused by an insured event under Household Contents (section F)
- accidental damage to fixed sanitary ware or fixed glass, or
- accidental damage to water, gas, sewerage, electricity or telephone connections to the buildings.

2. Conditions

2.1 No admission, offer, promise or payment in relation to a claim under this section may be made or given by you or on your behalf without the written consent of Standard Insurance Limited.

2.2 You will take all reasonable steps to ensure that you comply with this term and co-operate with us in the defence and **finalisation** of any claim under this section and in the exercise of any subrogation rights.

2.3 Payments under this section will be payable in the Republic of South Africa in the currency of the Republic of South Africa.

3. Extensions

3.1 We cover you against loss or debt because of fraudulent use of your **credit card**, charge or cash cards by any person who is not a member of your family or household, for **up to R5 000** in any 12-month period. But we do not cover you unless you:

- report the loss of the card as soon as possible to your financial institution; and
- comply with all conditions of issuing the card.

3.2 We pay you R1 000 if you score a **hole-in-one** in golf or a **full-house** in bowls as an amateur at any recognised South African golf club or bowling green, as long as the club secretary confirms this in writing. But we **only** pay:

- **once** for each **full house** if two or more people claim it under this policy; and
- **up to** a maximum of two claims each year for a **full house**.

3.3 This extension covers any liability you have for the act or omission of any **security firm** in terms of any contract with the firm to provide you with security or armed response services.

4. Specific exclusions

This section excludes any legal responsibility following from:

- 4.1 any **compensation** owed to you
- 4.2 loss of or damage to property belonging to or in the custody or control of you or your domestic helper
- 4.3 any loss or damage directly or indirectly because of:
 - 4.3.1 your **job**, business, profession or other activity for reward
 - 4.3.2 any **ownership of land** or buildings (except buildings covered under the Buildings section above and land they are on, as long as the land is used for residential purposes)
 - 4.3.3 any **occupation of land** or buildings, except your home
 - 4.3.4 any use of any **motor vehicle**, caravan, trailer, aircraft or watercraft (except motor mowers, rowing boat, model aircraft, surfboard or paddle ski) that you or your domestic helper own or are responsible for

4.3.5 accidental death, bodily injury or illness to:

- a member of your family
- a family member of your shareholder, director, member, trustee or beneficiary, where you (the policyholder) are a company, trust or other legal entity, or
- a person you are legally responsible for, such as our employee (during the course and scope of their employment).

4.3.6 a debt or other liability you agreed to but that would not have existed without the agreement

4.3.7 ownership of any property not covered under this policy

4.3.8 any animal, directly or indirectly

4.3.9 the ownership or operation of any lift, or

4.3.10 losses not directly connected with the Insured property.

4.4 any costs and expenses above **R10 million**, which is our **maximum liability** under this section.

5. No excess applies to this section.



N. Watercraft 😊

Definitions

You or **your** includes your partner.

Vessel means the watercraft in the certificate of insurance, made up of a hull (less than eight metres long) and any superstructure (structures above deck), fittings, machinery, engines, motors, boats, gear and other equipment that would normally be sold with the vessel as one unit, but **excluding** its trailer.

1. Benefits

- 1.1 If the vessel or any part of it is lost or damaged by an insured event, we at our option pay for its repair or replacement or we pay the amount of the loss or damage, **less** the excess **you must pay**.

- 1.2 We repair or replace the vessel as close to its original condition as possible, **but do not have to** restore it to exactly the same condition.
- 1.3 A payment for total loss is based on the total sum insured in the certificate of insurance, which should be the latest market value of the vessel and any other items listed in the certificate of insurance.
- 1.4 If the sum insured is less than the market value at the date of loss, you are regarded as your own insurer for the difference and **you must pay** a rateable (relative) share of the loss (underinsurance).

2. Insured events

The insured events are:

- 2.1 **accident**
- 2.2 **fire**
- 2.3 **malicious acts** (loss or damage done on purpose)
- 2.4 any outboard **motor falling overboard** (as long as it was securely locked onto the vessel by an extra device, apart from its normal method of attachment)
- 2.5 **latent defect** in the vessel or its machinery
- 2.6 any person's **negligence** (carelessness)
- 2.7 **theft** of the entire vessel or any of its boats
- 2.8 theft of any outboard motor, as long as it was securely locked onto the vessel or its boat by an anti-theft device, or
- 2.9 theft of machinery, gear or equipment (including outboard motor), if stolen with the vessel or using visible forcible and violent entry into the vessel or such entry into any place you store it. **Our liability is limited** to the sum insured in the certificate of insurance for any claims because of any one event under this section, **up to a total of R50 000.**

3. Liability to third parties

3.1 Benefits

We cover:

- you
- any guest that skippers (controls) the vessel with your permission and
- any water skier the vessel tows against any amount you (or they) must pay for any

- 3.1.1 **death** of or **bodily injury** to any person (**except you**) **unless** the vessel is racing,

hired out, towing, towed, unattended off an exposed beach, and so on, as more fully described under Specific Exclusions that apply to the watercraft section

- 3.1.2 loss of or damage to **property** (**unless** it belongs to you or your guest skipper)
- 3.1.3 recovery, removal or destruction of the **wreck** of the vessel, or any attempt, neglect or failure to do any of these
- 3.1.4 expenses or legal costs for any **civil or criminal action** or official enquiry or coroner's inquest (including any claimant's costs), **as long as** you first get our written permission for these
- 3.1.5 other costs and **expenses you must pay any person** claiming from you.

We **only pay up to** a total of **R500 000** for any number of claims flowing from any one event this section covers.

3.2 Specific exclusions that apply to third party liability related to watercraft only

We **do not cover** you (or any guest skipper or water skier) against any claim or liability for any:

- 3.2.1 death or bodily injury to any person who is **employed** or contracted in any capacity by:
 - you (or them) in connection with the vessel or related activities
 - any yacht club, marina, slipway, shipyard, repair yard, sales agency or similar operator or body.
- 3.2.2 death of or bodily injury to any **paying** passenger, or loss of or damage to their property
- 3.2.3 accident because the vessel is **towing** or preparing to tow any person for any airborne sport (such as para-sailing or kiting), until that person is safely back on board
- 3.2.4 accident while the vessel is being **transported** by road vehicle, train, ship or aircraft
- 3.2.5 accident involving any **trailer** (unless it is deliberately not hitched to a towing vehicle)
- 3.2.6 damages or penalties under any **contract**
- 3.2.7 **fine or penalty** for any statutory or common law offence, or
- 3.2.8 any liability or loss covered by any **other policy.**

4 Extensions

We pay for:

- 4.1 inspection costs or **sighting expenses** you must reasonably spend to check any underwater section of the vessel's hull after insured event occurred/grounding, even if no damage is found;
- 4.2 emergency or **salvage expenses** and charges you must reasonably spend to prevent or limit any loss that this policy would cover (up to the sum insured for that item).
- 4.3 **transit risks** for any loss or damage caused during transport of the vessel by land (including loading and unloading), but **excluding**:
 - scratching or denting
 - any claim by any third party for death, injury or damage (unless this happens because of loading or unloading operations only), or
 - loss or damage if the driver does not have a valid driving licence for the motor vehicle transporting the vessel (unless that person is charged with theft or illegal use of the motor vehicle)
 - loss or damage if the driver or any other person in charge of loading, unloading or transporting the vessel is under the influence of alcohol or any drug.
- 4.4 **medical expenses** for bodily injury to any person on board because of any accident, **up to R1 000** for each person and **up to R5 000** in total for any each single event;
- 4.5 **pollution** control measures by any authority trying to prevent or limit pollution, **if** this directly causes loss or damage to the vessel, or
- 4.6 if the vessel should come into collision with or require salvage services from another vessel owned wholly or in part by you, you will have the same rights under this section as if the other vessel was owned by someone else. In such case, the liability for the collision or cost of salvage services shall be referred to a sole arbitrator to be agreed upon between you and us.

5. Specific exclusions that apply to watercraft only

We **do not cover** and are **not responsible** for loss or damage:

- 5.1 while the vessel is:
 - used for any **purpose except private recreation** or leisure

- taking part in any **race**, speed test or related trials (but despite this exclusion we do cover any medical costs under and up to the limits in extension, "**Medical Expenses**")
- **rented out** on hire or charter
- being **towed** on water except:
 - when needing help, or
 - for normal towing for laying up (taking out of active service), fitting out or repairs.
- **towing** or salvaging any watercraft (unless it is in distress and no contract was arranged before towing or salvaging it), or
- **left afloat**, moored or anchored off an exposed beach or shore while unattended and it strands, breaks free, sinks or is swamped

5.2 resulting from want of due diligence on your part

5.3 because of **mechanical or electrical breakdown** of any machinery, engine, motor, battery or connection (except the shaft and propeller) **unless** caused by:

5.3.1 water accidentally entering the hull

5.3.2 the vessel stranding, sinking, burning or colliding (or coming into contact) with any outside object or substance, including ice but **excluding** water

5.3.3 any accident while that machinery or engine and so on is being removed from or placed in the vessel or a storage place

5.3.4 malicious act, or

5.3.5 fire or accidental damage while in storage.

5.4 to sails or protective covers split by the **wind** or blown away while set, unless this is because of:

- damage to any spar (for example a mast or boom) the sails are bent (attached) to, or
- the vessel stranding, sinking, burning, colliding (or coming into contact) with any outside object or substance, including ice but **excluding** water.

5.5 for any part only because it is **badly designed** or made

5.6 due to any defect resulting from either negligence or breach of contract in respect of any repair or alteration work; within the terms of this policy

- 5.7 to **personal effects**, consumable stores (such as food), fishing gear or moorings
- 5.8 as a result of theft of inflatable craft when deflated unless following visible forcible and violent entry into the vessel or place of storage or it is stolen with the vessel. A motor vehicle is not considered a place of storage within the terms of this policy
- 5.9 to the vessel's rudder, propeller, shaft, strut, machinery, engines, motors, batteries or their connections caused by **colliding** with any underwater object
- 5.10 by **fire** or explosion to a vessel with inboard machinery, **unless** there is a fire extinguishing system in the engine space (or room), fuel tank space and galley (kitchen) that is:
- properly installed, working and serviced (and you warrant this) and
 - controlled automatically or from the steering position.

6. Specific conditions that apply to watercraft only

- 6.1 We may refuse permission for repairs at any place or by any firm. We may also invite tenders (offers) for repairs to the vessel. We pay any extra expenses to comply with these conditions.
- 6.2 In ascertaining whether the vessel is a total loss (uneconomical to repair) the insured value will be taken as the repaired value, and nothing in respect of the damage or breakup of the vessel or wreck will be taken into account. No claim for constructive total loss based on the cost of recovery and/or repair of the vessel shall be recoverable unless such cost would exceed the insured value. No payment to you shall exceed the sums insured specified in the certificate of insurance.
- 6.3 We **never pay** for any damage not actually repaired, or for damage over and above any total loss you suffer later during the period of cover.
- 6.4 **You must** take all reasonable steps to care for and protect the vessel and keep it properly repaired and **seaworthy**. For example:
- the vessel must only be transported on a properly designed and built trailer
 - the vessel must have two motors in good working order if being launched through surf
 - if any motor is submerged in water, you must flush it out and restart it as soon as this is practical and

- you or any other competent person must always be on board a vessel that is not securely moored or anchored in a suitable place.

6.5 **We may deduct** a reasonable amount (betterment) from any claim we pay to replace lost or damaged **old equipment** with the following new equipment:

- sails, spars, masts, protective covers, standing or running rigging and batteries or
- outboard or inboard motors.

We **never pay** more than the sum insured on the certificate of insurance.

6.6 When the vessel is over ten years old, we may ask a copy of an up-to-date, independent, professional vessel **survey** report, at **your expense**.

6.7 If you sell or **transfer** the vessel to a new owner, we **do not transfer cover** under this section unless we agree in writing to continue cover.

6.8 If the vessel is at sea or in distress or at a place of refuge when cover would normally expire, cover continues until it is within the country limits at the next safe harbour, anchorage or mooring.

6.9 We **only pay** the reasonable repair cost for any damaged hull or hulls of a **multi-hull vessel**. We only pay to replace any damaged hull if the repair costs are higher.

6.10 If the vessel is damaged **outside South Africa**, you must return it to South Africa **at your expense**.

6.11 Every vessel **must comply** with the latest **South African laws and regulations** for that kind of watercraft, including jet-skis (water-ponies) and so on. The vessel skipper must have a **valid competency certificate** for inland water or **skippers license** for coastal waters (where legally required).

7. Excesses that apply to watercraft

7.1 **You must pay** the excess according to the certificate of insurance separately for:

- each vessel lost or damaged and
- any number of causes flowing from each separate insured event.

7.2 No basic excess will be charged if you are a pensioner as defined and comply with all the terms and conditions of the policy.



O. Personal computers 😊

Definitions

You or **your** includes members of your family who normally live with you.

Insured property means the property described in the certificate of insurance.

1. Benefits

- 1.1 If insured property is damaged and can be repaired, we will pay the sum insured or the cost of repair (whichever is **lower**), **less** the excess.

- 1.2 If the insured property is totally lost or destroyed, we pay the sum insured or the current cost to replace it with the same or a similar new item (whichever is **lower**), **less** the excess. However;
 - 1.2.1 if you are unwilling or unable to replace the property insured or fail to replace it within 6 months of the date of loss or damage, the amount payable will be the market value of the property insured immediately before the loss or damage;
 - 1.2.2 if at the time of loss or damage the replacement value of the property Insured as new is greater than the sum insured you will be your own insurer for the difference and will bear a rateable (relative) proportion of the loss or damage.

2. Insured events

We cover you against:

- 2.1 **physical loss of or damage** to the insured property in the certificate of insurance, **unless this policy** specifically excludes the cause; and
- 2.2 all reasonable costs to **recover or recompile any information** (including any data or program) that is accidentally deleted or erased.

3. Specific exclusions that apply to personal computers only

We **do not cover** and are **not responsible** for:

- 3.1 in respect of material damage:
 - 3.1.1 loss or damage provided for under any maintenance and/or lease arrangement.
 - 3.1.2 loss or damage caused:
 - 3.1.2.1 by vermin, moths or gradually operating causes
 - 3.1.2.2 during any process of cleaning or upgrading
 - 3.1.2.3 by confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
 - 3.1.2.4 by wear and tear, development of poor contacts, scratching of painted or polished surfaces.

- 3.1.3 parts having a short life such as (but not limited to) cathode ray tubes, bulbs, fuses or sacrificial buffer circuits. If such parts are damaged as a result of damage to other parts, we will indemnify you for the residual value of these parts
- 3.1.4 loss of personal computers from unattended motor vehicles unless there is visible forcible and violent entry to the motor vehicle and the insured property is concealed in a locked compartment forming part of a locked motor vehicle. Where the insured property is not concealed in a locked boot or compartment and there is violent and forcible entry to the motor vehicle, you will be responsible for the additional excess as indicated in the certificate of insurance
- 3.1.5 loss of use or other consequential loss, damage or liability of any nature whatsoever.
- 3.2 any costs to recover or recompile any information:
 - if the information is accidentally erased by any program error, virus or wrong entry;
 - if the information is accidentally cancelled or corrupted, or
 - that go over R5 000 for any claim or number of claims because of any single event.

4. Excesses that apply to personal computers only

- 4.1 Please refer to your certificate of insurance for the amount in respect of each and every claim.
- 4.2 No basic excess will be charged if you are a pensioner as defined and comply with all the terms and conditions of the policy.



P. Legal costs 😊

Definitions

You or your means the policyholder and members of your family who normally live with you.

Costs means legal costs you owe because of an insured event and legal processes that follow from it, including appeal costs.

1. Benefits

We cover you for **up to R10 000** for costs you incur **with our written permission** because of each insured event during any one year of cover.

2. Insured events

This section covers your costs for:

- civil litigation started by or against you in your private capacity according to South African legal processes, or
- defending any criminal charges against you.

3. Specific exclusions that apply to legal costs only

We do not cover and are not responsible for:

- 3.1 any action if the prospects for success are not reasonable; if the parties cannot agree and if requested to do so by the insured, the insurer will appoint either an attorney or advocate with at least 10 years experience who will then determine whether the prospects for success are reasonable or not; the decision of the attorney/advocate will be final.
- 3.2 any action directly or indirectly because of:
 - 3.2.1 your **job**, business, profession or other activity for reward
 - 3.2.2 the ownership or use of any **motor vehicle**, trailer, watercraft or aircraft
 - 3.2.3 your **dishonesty**, deliberate violence or indecency, unless you successfully defend the claim or legal action or are acquitted
 - 3.2.4 **subsidence** (of land or buildings)
 - 3.2.5 **divorce**
 - 3.2.6 patents, copyrights or other similar **intellectual property** rights
 - 3.2.7 any act, omission or dispute that exists or happens **before this policy** starts.
- 3.3 Costs because of **actions**:
 - 3.3.1 between parties that are covered by this section
 - 3.3.2 started outside South Africa, or
 - 3.3.3 between you and us.
- 3.4 costs or expenses you incur **without our written permission**

3.5 **finances or penalties** that any court orders you to pay and

3.6 expenses that would be **covered by any other insurance policy** or section of this policy if this section did not apply.

4. Extensions (extra protection you may choose for legal costs)

4.1 **Increase in cover (if you choose this and it is recorded in the certificate of insurance)**

Cover under this section is increased to **up to R30 000** if we receive the premium for this extension.

5. Excesses (the first amounts of any loss you must pay)

5.1 Please read your certificate of insurance for the basic excess amounts.

5.2 **Pensioners** do not pay the basic excess if they comply with all the policy terms.