



New National

ASSURANCE COMPANY LIMITED

Insurance Evolved.

YOUR DOMESTIC POLICY WORDINGS

Welcome to New National Assurance!

As South Africa's oldest black-owned short term insurer, having been active for over four decades, we are dedicated to servicing you, and through your broker, making your insurance experience as seamless as possible.

Our contact details for further information:

Head Office:

Field House, 25 Joe Slovo Street, Durban 4001

Telephone: (031) 334 2000

Fax: (031) 301 1166

PO Box 1610 Durban 4001

www.nnac.co.za

Our Compliance Officer:

Gony Pillay

Field House, 25 Joe Slovo Street, Durban 4001

newnational@nnac.co.za

Telephone: (031) 334 2000

The Short-term Ombudsman who is available to advise you in the event of claim problems which are not satisfactorily resolved by the insurance intermediary or us:

PO Box 30619 Braamfontein 2017

Telephone: (011) 726 8900

Fax: (011) 339 7065

The Registrar of Short-term insurance Financial Services Board:

PO Box 35655 Menlo Park 0102

Telephone: (012) 428 8000

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Your Cover Benefits at a Glance

House Contents

This cover is provided for your personal possessions inside your home and which belong to you or any member of your family who normally lives with you

Buildings

This cover is provided for the immovable structures on your property

Cover on the Go

This cover is provided for your personal possessions which you normally wear or take out of the home with you

Vehicle

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

Personal Accident

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

Personal Liability

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

Water Craft

This covers your waterborne vessels including motors, equipment, fittings and accessories

Please note

These cover benefits must be read in conjunction with your Policy Wording and Policy Schedule and will only be valid if the cover is specified in the Policy Schedule

Introduction

New National Assurance Company Limited agrees to provide you with insurance cover subject to the terms and conditions of this policy during the period of insurance for which the premium has been paid. The application and declaration made by you form the basis of this policy.

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

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

General Conditions (applicable to all sections of this Policy)

Premium Payment

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

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

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

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

Claims made easy

When you want to claim you must notify your agent.

Remember you will need the following:

- ✓ Your ID document;
- ✓ Your policy number;
- ✓ A detailed description of what happened.

Details on how to claim:

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

To allow us to deal with your Motor claim swiftly

Please provide us, or agents who act on our behalf, with:

- ✓ Full names, addresses, ID numbers, telephone numbers and licence details of all other drivers involved in the accident;
- ✓ The owners' details (including addresses) of the vehicle/s or property involved;
- ✓ The details of any insurance policy covering such vehicle/s or property;
- ✓ Full description (including make and registration number) of all vehicles involved;
- ✓ Details of injuries to any passenger in any of the vehicles involved and/or any other injuries directly resulting from the event;
- ✓ Full names, addresses, ID numbers and telephone numbers of any witnesses to the accident;
- ✓ Accident report or the accident report number.

Settlement of your claim

We have the option to

- Pay;
- Replace (through a supplier of our choice);
- Repair (through a repairer of our choice)
- Any combination of the above

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

Our rights after an event

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

We may at any time give up control of any defence, settlement, or proceedings and pay you the full amount of our liability, or any lesser amount for which the claim can be settled. If we do so, we will be discharged from all further liability.

Rights of others

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

More than one policy

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

In order for us to consider your claim

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

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

Disputed Claims and Time Limits

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

We will not indemnify you for any claim under this policy where we were notified more than 12 months after the date on which the event occurred.

Fraudulent or Deliberate Acts

You will not be indemnified for a claim:

If it is found to be fraudulent

OR

If you or anyone acting on your behalf deliberately causes the loss, damage or injury.

Notification to Changes and Cancellation

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

If the policy is cancelled by you during the course of an insured month, the premium paid for the rest of the month will not be refunded to you.

Average

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

CASE STUDY- How does Average work?

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

$$\begin{array}{r} \text{R150 000 (Sum Insured)} \\ \hline \text{R200 000 (Value at Risk)} \end{array} \quad \times \quad \text{R20 000 (Loss)} \quad = \quad \text{R15 000}$$

Settlement to Mr Ndaba will thus be R15 000.

Warranties

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

What you pay when you claim – The Excess

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

Territorial Limits

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

<i>House Contents:</i>	Risk address as mention in the policy schedule
<i>Buildings:</i>	Risk address as mentioned in the policy schedule
<i>Cover on the Go:</i>	World wide

<i>Vehicle:</i>	Republic of South Africa, Namibia, Lesotho, Swaziland, Botswana, Zimbabwe, Mozambique, Malawi
<i>Watercraft:</i>	Republic of South Africa, Namibia, Lesotho, Swaziland, Botswana, Zimbabwe, Mozambique, Malawi
<i>Personal Accident:</i>	Republic of South Africa, Namibia, Lesotho, Swaziland, Botswana, Zimbabwe, Mozambique, Malawi
<i>Personal Liability:</i>	Republic of South Africa

Jurisdiction

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

Repatriation

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

Insurable Interest

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

Sharing of information

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

WHAT IS NOT COVERED under all sections of this Policy

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

- War and public disorder:
 - war or war-like acts;
 - military uprisings, usurped power, rebellion or revolution;
 - civil commotion, labour disturbances or public disorder;
 - any act of terrorism by any person or group, whether acting alone or under instruction.
- Attached property:
 - Property that has been lawfully attached in execution of a court order
- Pollution or contamination:

- Pollution and/or contamination by exposure to radioactive or nuclear material.
- Programs and data:
 - Electronic programmes, data or unlicensed software.
- **Wear-and-tear and breakdown:**
 - any cause that was not sudden and not reasonably unforeseen
 - gradual deterioration, including rising damp, wear-and-tear, rust, mildew or fading;
 - mechanical-, electrical- or electronic breakdown, defect or failure;
 - damage to consumable parts;
- Damage recoverable under any maintenance or lease agreement;
- Damage resulting from cleaning, repairing, restoring, dyeing, bleaching or altering an insured item;
- Depreciation in any form;
- Damage caused by computer viruses and similar destructive media;
- Insects and pests:
 - Damage caused by insects or pests;
- Domestic Pets:

Loss or damage caused by your own domestic pets

 - Contracts
 - breach of contract;
 - liability arising from a contract, unless you would have had the same liability had you not entered into the contract;
 - Loss or Damage as a result of False Pretenses and Fraud

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

Any pawned items, whether you pawned them or you are holding them on someone else's behalf;
 - Misrepresentation, Non-Disclosure or Misdescription

Where there is misrepresentation, non-disclosure or misdescription of factual information supplied to us in connection with your claim, your application for this policy or any subsequent changes made by you;
 - Consequential loss

Any consequential loss or damage except where we specifically insured you;

- **Illegal activities**

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

- **Nuclear Causes**

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

- **SASRIA**

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

Sasria covers you for any accidental or intentional damage to your insured property caused by any person or group of people taking part in a riot, strike, lock-out, public disorder, civil commotion or committing any act which had a political, social or economic aim, objective or cause, or in protest against any state or government. This cover is limited to events occurring in the Republic of South Africa.

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

A. Home contents

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

What you pay when you have a claim:

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

We will indemnify you for:

Loss of or damage to the household goods and personal possessions that you and your family members who live with you have inside your home or the outbuildings at the address stated on the schedule. You must have a financial interest in the household goods and personal possessions.

This includes loss or damage caused by fire, lightning, explosion, malicious damage, impact with your home and outbuildings, falling trees (but not while they are being felled), earthquake, storm, flood, hail, snow, the bursting or overflowing of geysers, equipment or pipes, break-in and theft.

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

- **Break-in and Theft**

If entry to the building was not gained by visible, forcible, and violent manner, liability will be limited to 2% of the Contents sum insured.

- **Food that deteriorates**

Food that deteriorates if your fridge or freezer, breaks down or because of a power failure.

- **Stolen washing and garden furniture**

Stolen washing and garden furniture while in the open at your home.

- **Your guests' belongings**

Your guests' belongings stolen from your home.

- **Money stolen from your home**

Money stolen from your home, as long as we can see the damage caused by the break-in.

- **Personal documents, coins and stamps**

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

- **Locks and keys**

Locks and keys if they are lost or damaged.

- **Credit or bank cards**

The fraudulent use of your credit or bank cards.

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

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

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

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

- **Your domestic employee's belongings**

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

- **Medical expenses**

Medical expenses incurred because of an injury that was caused by a defect in your buildings or by your household pet.

We will not indemnify you for injuries of a household member, but we will indemnify you for your domestic employee's injuries during the course of his or her duties. We will only indemnify you if no other insurance policy or facility is able to pay compensation for the medical expenses incurred. Medical expenses can only be claimed under any one section of this policy.

- **Veterinary expenses**

If your household pet is injured in a road accident.

- **Rent to live elsewhere**

If you cannot live in your home because it was damaged by anything covered by the policy.

- **Belongings in a removal truck**

When your belongings are in a removal truck and it is involved in an accident.

We will also indemnify you for damage caused by fire, lightning and explosion while your belongings are in transit or stored in a registered furniture warehouse.

- **Breakage of mirrors and glass**

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

- **Breakage of a television sets, LCDs and LEDs**

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

- **Fire brigade charges**

Fire brigade charges incurred for a fire at your home.

- **Surfboards, kite boards, paddle skis, kayaks, canoes, surf skis, wind surf boards, sailboards and model boats**

- **Subsidence or Landslip**

We will compensate you for loss of or damage to your insured property caused by subsidence or landslip or both. However, we will not cover loss or damage following:

- The faulty design or construction of any building;
- The removal or weakening of supports of any building;
- Structural alterations, additions or repairs;
- Excavations above or below ground, except excavations performed during mining operations;

If we require it, you must prove that the loss or damage being claimed for was caused by subsidence or landslip, or both.

- **Accidental Damage**

We will compensate you for accidental physical loss of, or damage to, your insured property while it is in your private residence or on your premises

Cover for Accidental Damage **excludes**:

- Depreciation;
- Gradual causes such as wear and tear, rust, mildew, corrosion, decay;
- Loss or damage which is
 - payable in terms of Basic cover;
 - caused by household pests (such as rodents, ants and moths);
 - caused because of cleaning, repairing or restoring by any manner or method;
 - to any tools, gardening implements, garden furniture;
 - to automatic swimming pool cleaning equipment;
 - to any portable computer equipment or cellular devices;
 - to any contents of refrigerators or freezers;
 - covered by any manufacturer's guarantee, purchase agreement or service contract;

- cracking or scratching of glass, glassware or any similar breakable article. This exclusion does not apply to jewellery, cameras, televisions or computer screens;
- chipping or denting of furniture or domestic appliances;
- the cost of reproduction or repair of data of any kind;
- mechanical, electrical or electronic breakdown (unless specifically shown as included in the Schedule under Accidental Damage)

- **Jewellery, Watches, Precious Stones and Furs**

Indemnity is provided, but only up to a maximum of 30% of your Household Contents Sum Insured as stated in your schedule for the following articles collectively, inside your home:

- Jewellery, Watches, Precious Stones, Diamonds, Platinum, Gold, Silver Articles and Furs (You may insure these items more specifically under Cover on the Go Section);
- More than R2,000 per Item, unless you submitted a valuation certificate/s from a registered jeweller and/or the purchase invoice prior to you claiming for these items;
- More than R2,000 per item for Jewellery, Watches, Precious Stones, Diamonds, Platinum, Gold, Silver Articles, if not kept in a locked safe which is mounted or fixed to the permanent structure of the building.

CASE STUDY- How does our indemnity work?

Mr Abrahams has taken out cover for Household Contents with a Total Sum Insured of R500,000 in January, comprising of the following insured items:

- Jewellery of R200,000
- Watches of R20,000
- An inherited fur coat of R10,000
- All other household goods for which he does an annual inventory count of R270,000

In June, Mr Abrahams is the victim of an armed hold-up in his house, and unfortunately suffers a total loss of all his jewellery and watches. Whilst his total loss is R200,000 plus R20,000 = R220,000, his householders policy will indemnify him up to a maximum of 30% x R500,000 = R150,000.

We will not indemnify you for:

- **Various documents, manuscripts , etc**

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

- **Items specifically insured**

Items you insured more specifically elsewhere or with us under any other sections.

- **Fire damage to household goods in a thatched-roof building**

Fire damage to any household goods if your home or building or outbuildings have a thatched roof, unless the schedule states that it is covered.

- **Damage to household goods in non-approved buildings**

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

- **Goods used solely for business**

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

- **Borehole and swimming pool equipment**

These items can be insured separately under “Cover on the Go” section.

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

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

- **Communal living**

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

- **Transit and storage outside South Africa**

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

- **Damages outside the territorial limit.**

- **Property possessed or obtained for the purpose of disposing of it in a business transaction**
- **Aircraft other aerial devices**
- **Loss of, damage or injury to or death of any animal/s**
- **The cost of reproduction or repair of data**
- **Theft or Break-in while your home or building is sub-let**
- **Loss or damage or breakage covered by manufactures purchase agreement, guarantee, warranty or service contract**
- **Unoccupied Home**

Loss or damage where your home is unoccupied by you for more than 60 consecutive days unless we agree to extend the cover in writing to you.

Special Conditions for theft and break-in cover as specified on your policy schedule

- **Burglar Bars and Security Gates**

We will not indemnify you for loss of or damage to household goods and personal possessions as a result of theft or break- in unless your building or outbuilding is fitted with security gates in front of all your doors leading to the outside of your building and burglar bars fitted in front of all your opening windows.

- **Alarm system linked to a control room with armed response**

If we require that you install in your building and outbuilding an alarm system which is linked to a control room with armed response, we require you and or any person you have authorised to look after your building to:

Keep the alarm system in working order;

Keep the passive infrared motion detectors free from obstruction;

Not bypass any passive infrared motion detector or zone when the building and outbuilding is left unattended;

Set the alarm when any of the buildings and outbuilding is left unattended.

- **Perimeter Security**

If we require that you install perimeter security, your perimeter security must be maintained and kept in working condition at all times.

Liability as a householder if you are legally liable

If you have Household Cover, you are automatically granted Personal Liability cover for the following:

- If any person other than you, a member of your family who lives with you or someone who works for you, is injured or dies accidentally and you become legally liable;
- If the property of any person other than you, a member of your family who lives with you, or someone who works for you, is accidentally damaged (note that something that does not belong to you or your family, but that you are temporarily looking after, is not covered);
- For the recoverable legal costs of the person who claims against you
- If you are legally liable, we will pay if your domestic employee is injured or dies because of an accident that happened at your home while he/she was working.

Tenant's liability as a householder: If you are legally liable, we will indemnify you:

- For accidental damage to the buildings that you are renting and the landlord's fittings to the buildings, caused by anything covered by this policy;
- If sanitary ware or fixed panes of glass break by accident; and
- If water, gas and sewerage pipes or electricity or telephone connections of the buildings or outbuildings break by accident.

B. Buildings

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

Standard Construction means the buildings are built with walls of brick, stone or concrete and are roofed with slate, tiles, concrete, asbestos or metal

What you pay when you have a claim:

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

We will indemnify you for:

Loss of or damage to your home, garages, outbuildings, swimming pool (but excluding borehole and swimming pool equipment), walls, gates, fences, tennis court and fixtures & fittings of the buildings, caused by:

- Fire, lightning, explosion and or earthquake;
- Storm, wind, water, hail or snow, but excluding: loss or damage to gates, fences or retaining walls OR loss or damage caused by any process that uses or applies water;
- Bursting of water pipes;
- Impact with your home by animals, vehicles, aircraft or aerial devices or other objects falling from them and falling trees (but not while they are being felled);
- Collapse or breakage of aerial systems and satellite dishes;
- Break-in or theft, but not if the home is unoccupied for more than 60 days, unless we have approved the cover to you in writing;
- Malicious damage, but we do not cover malicious damage while your private residence is lent, let or sublet to a tenant;
- Bursting, overflowing or leaking of geysers, water tanks and similar apparatus.

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

- **Geysers**

Loss or damage to geysers caused by bursting or tearing.

- **Loss of Rent**

Rent that you lost if your tenant can no longer occupy your insured building due to the building being damaged by a loss covered under this section. Cover is limited to a maximum of 20% of the building sum insured.

- **Rent to live elsewhere**

If you cannot live in your home because it was damaged by anything covered by this section.

- **Professional Fees**

Expenses for professional fees and charges from public authorities after loss or damage covered by this section.

- **Glass and Sanitary ware**

Accidental damage to fixed glass and sanitary ware excluding chipping, scratching, disfigurement or discolouration.

- **Public Utility Supply**

Accidental damage to your home's connection to public utility supply such as water or electrical main supply.

- **Fire Brigade Charges**

Fire brigade charges incurred after a loss of damage covered by this section.

- **Demolition Charges**

The cost incurred to demolish your home and to remove the debris after loss or damage covered under this section.

- **Accidental Damage**

We will compensate you for accidental physical loss of or damage to your insured building.

Cover for Accidental Damage excludes:

- Gradual causes such as wear and tear, rust, mildew, corrosion, decay;
- Any loss or damage
 - caused by pests (such as rodents, ants, vermin and moths);
 - caused because of cleaning, repairing or restoring by any manner or method;

- of or to automatic swimming pool cleaning equipment;
- covered by any manufacturer's guarantee, purchase agreement or service contract;
- chipping or denting;
- mechanical, electrical or electronic breakdown (unless specifically shown as included in the Schedule under Accidental Damage).

- **Subsidence or landslip**

We will compensate you for loss of or damage to your insured property caused by subsidence or landslip or both. However, we will not cover loss or damage

- To drains, water courses, boundary walls, garden walls, screen and retaining walls, gate posts, gates and fences, driveways, paving, swimming pool borders or tennis courts;
- Caused by the contraction or expansion of soil due to its moisture or water content, as experienced in clay or similar soil types;
- Caused or made worse by faulty design, insufficient compacting of filling, poor construction, or the removal or weakening of support to any building;
- Caused by structural alterations, additions or repairs;
- Caused excavations other than mining excavations;
- Caused by settlement, shrinkage or expansion of the building;

If so required, you must prove that the loss or damage being claimed for was caused by subsidence or landslip.

We will not indemnify you for

- **Unoccupied Home**

Loss or damage where your home is unoccupied for more than 60 (sixty) consecutive days unless we agree to extend the cover in writing to you.

- **Wear and Tear**

Loss or damage arising from wear and tear, gradual deterioration, lack of maintenance of your home or defective design, construction or materials.

- **Non Compliance with Buildings Regulations**

Loss or liability if your home does not conform to the requirements of the National Building Regulations or similar South Africa Legislation applying at the time of the erection or alteration.

- **Consequential Loss**

Consequential loss or damage of any kind whatsoever except as specifically provided for under Loss of Rent

- **Non Standard Construction**

Loss or damage to your building or outbuilding which is a non standard construction i.e. thatch roof in part or in whole unless specified in the Schedule of Insurance and the additional premium has been received by us and you have met the specific requirements in respect of thatched roofs, as set out in the warranty/notes/endorsement Section of your Policy Schedule.

- **The cost of maintaining your home.**
- **Loss or damage to temporary structures.**
- **Any additional costs resulting from the unavailability of matching of materials.**

This Policy does not cover the costs of maintaining your home. We recommend that you follow these maintenance guidelines.

Roof

Inspect and maintain regularly. Tiles may move in a strong wind. They should be reset to prevent leaking in the rainy season. Ridging should be checked and sealed. Iron roofs are affected by weathering, screws need to be re-secured and rubber seals replaced. Overlaps should be sealed regularly. Flashings should be checked and secured in roof gullies and around chimneys, vents and expansion pipes. Rust should be treated.

Gutters

Inspect and clear debris regularly. Fascias should be secured where necessary.

Plumbing and electrical systems

Should be inspected regularly and maintained appropriately.

Walls

Periodically check for cracks and poor paintwork and maintain as required.

General housekeeping

Do not store large quantities of cardboard or other flammable items that may increase or pose a fire hazard.

C. Cover on the Go

Under this section you may claim for loss or damage to your personal possessions that you normally wear or carry with you.

What you pay when you have a claim:

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

We will indemnify you for:

Loss or damage to personal possessions normally worn or carried by you or your family members who live with you.

This includes:

- **Unspecified Items (If stated in the schedule)**

Clothing, jewellery and personal items(excluding laptops, cellphones, smartphones, tablets, I-Pads and similar mobile hand held devices) up to the sum insured but limited to R2000 per item.

- **Specified Items (only if stated in the schedule)**

Any item specified on the schedule up to the sum insured.

We will not indemnify you for:

- **Theft from unattended vehicles**

Theft from any vehicle which is left unattended and where the items were not in a locked luggage compartment or locked interior of the vehicle. There will be no cover if we do not see the damage caused by the break-in.

- **Sporting equipment whilst in use.**
- **Money, cheques and other negotiable instruments.**
- **Items for business use**

Any items that you use solely for business, trade or professional purposes unless agreed to by us in writing.

- **Chipping, scratching, denting and breakage of porcelain or similar articles of a fragile nature**

Special Conditions

- **Pairs and Sets:**

If an item consists of articles in a pair or set, we will not pay more than the value of the part/s lost or damage e.g. a pair of earrings.

- **Jewellery (if specified in the schedule).**

It is a Policy Condition that items with a sum insured exceeding R2,000 must be accompanied by the necessary valuation certificate indicated on the Schedule prior to any payments arising from any loss or damage.

Items with a sum insured of R2000 or more must be examined by an acknowledged professional jeweller at least every 24 months for any wear and tear and possible damage. The necessary certificates must be available on request.

Jewellery with a total sum insured of R10,000 or more must be kept in a locked safe when not being worn. The safe must be mounted or fixed to the permanent structure of the building.

D. Vehicle

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

What you pay when you have a claim:

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

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

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

We do not insure the following types of use:

- Commercial travelling;
- Carrying fare-paying passengers;
- Giving lifts to passengers for profit;
- Hiring out the vehicle for reward;
- Any racing or speeding contest, rally or trial involving driving of any kind including use one 4x4 courses and test circuits, fun-day events, or any events held on a race track sanctioned by or under the sponsorship of a motoring club;
- Any purpose related to the motor trade, except when the vehicle is in the care of the motor trade for its maintenance or repair.

Reasonable Retail Value

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

Types of Cover

There are three types of cover under this section:

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

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

Comprehensive Cover

We will indemnify you for

- **Accidental loss, damage or theft to the vehicle.**

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

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

If the vehicle is financed, payment will first be made to the finance company.

- **Liability to Third parties**

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

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

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

- You were driving the vehicle;

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

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

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

- **Towing, Storage and Protection costs**

In the event of an accident, immediately contact our roadside assistance helpline to arrange towing, storage and protection of your vehicle. Should you not utilise this service, the total cost we will pay for towing, storage and protection of your vehicle will be R2500.

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

- **Windscreens**

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

- **Medical expenses**

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

- **Vehicle keys and remote control units**

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

- **Contents of Motor vehicle including non-factory fitted sound equipment**

If not specified under "Cover on the Go" section, is limited to R1000 per event

- **Car Hire**

Optional – if stated to be included in the schedule

- **Repatriation**

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

- **Canopies**

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

- **Emergency repairs and accommodation**

Emergency repairs to the vehicle is covered up to a maximum of R2000 following an insured event. You will need to provide us with a detailed itemised invoice from the repairer before we will accept this claim.

Emergency accommodation expenses are covered for you and any passengers in your vehicle up to R250 per day following damages to the vehicle resulting from an insured event. This is for a maximum of two days and not exceeding a total of R2000 over a twelve month period of insurance.

Special Conditions

- **Vehicle inspection**

Should this be stated on the schedule, in the event of a loss you will need to provide us with a vehicle inspection certificate from our authorised service provider/s, failing which you may not have a valid claim.

- **No Claim Bonus**

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

- **Security Requirements**

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

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

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

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

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

We will not indemnify you for

- Mechanical, electrical or electronic breakdown, failures or breakages and any consequential loss arising from such breakdowns, failures or breakages;
- Where the vehicle is involved in an accident and it does not meet the roadworthy requirements under any South African Road Traffic Legislation;
- Where at the time of the accident, you or the person driving the vehicle is in any way in infringement of the Road Traffic Act (or similar legislation that applies to the country where the vehicle is being driven). Infringements include travelling over the designated legal limit and being found to be under the influence of alcohol or drugs, or when you drive the vehicle when your blood alcohol is over the legal limit.

CASE STUDY 1- How does our indemnity work?

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

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

CASE STUDY 2- How does our indemnity work?

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

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

- Damage to tyres by application of brakes or by punctures, cuts or bursts caused by road hazards;
- Damage to suspension or its components due to inequalities of the road or other surface;
- Depreciation in value following from repairs to the vehicle or otherwise;
- Gradual damage caused by wear and tear, rust, mildew, corrosion and decay;
- The amount of any compensation payable by any compulsory motor vehicle insurance legislation;
- Any damage caused directly or indirectly as a result of modifications to the engine to enhance performance;
- Loss of income;
- Loss or liability following damages to any goods, materials, possessions, movable contents, and personal effects including property attached to or in the insured vehicle; unless it is an accessory or spare part included in the sum insured and/or specified on the policy schedule;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person who is deemed to be under the influence of alcohol or drugs;
- Death or injury to a member of your household or a person who works for you following a motor loss;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person without your knowledge and consent unless you have laid a criminal charge against such person within 48 hours and provided that you may not withdraw such a charge;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person for racing or competition, or driving instruction, hiring and carrying of fare paying passengers;
- Losses where the driver of the insured vehicle unlawfully leaves the scene of an accident;

- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person who is not licensed to drive such a vehicle; or any person who is in possession of a license which is endorsed or cancelled;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person who has been refused motor insurance at any time within 3 years before the date of the accident;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven other than in accordance with the Description of Use stated in the schedule;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is outside the territorial limits of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is in transit by water between ports in the territorial limits; unless specifically agreed to by us and noted accordingly on the schedule;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is in transit by rail; unless specifically agreed to by us and noted accordingly on the schedule;
- The death or injury of any person transported in or on a trailer or caravan towed by the vehicle insured, or in the open back section of a light delivery vehicle;
- The death or injury of any person who is a passenger in vehicle that does not have permanently fixed roof top or who is a passenger on a motor cycle or quad bike;
- Loss, damage or liability caused whilst the vehicle is in the custody and control of the motor trade for any purpose other than for the purpose of overhaul, upkeep or repair of the vehicle.

Third Party, Fire and Theft

We will indemnify you for

- **Accidental loss, damage or theft to the vehicle.**

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

- **Liability to Third parties**

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

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

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

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

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

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

- **Towing, Storage and Protection costs**

In the event of an accident, immediately contact our roadside assistance helpline to arrange towing, storage and protection of your vehicle. Should you not utilise this service, the total cost we will pay for towing, storage and protection of your vehicle will be R2500.

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

- **Car Hire**

Optional – if stated to be included in the schedule

- **Repatriation**

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

Special Conditions

- **Vehicle inspection**

Should this be stated on the schedule, in the event of a loss you will need to provide us with a vehicle inspection certificate from our authorised service provider/s, failing which you may not have a valid claim.

- **No Claim Bonus**

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

- **Security Requirements**

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

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

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

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

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

We will not indemnify you for

- Mechanical, electrical or electronic breakdown, failures or breakages and any consequential loss arising from such breakdowns, failures or breakages;
- Damage to tyres by application of brakes or by punctures, cuts or bursts caused by road hazards;
- Damage to suspension or its components due to inequalities of the road or other surface;
- Depreciation in value following from repairs to the vehicle or otherwise;
- Gradual damage caused by wear and tear, rust, mildew, corrosion and decay;
- Where the vehicle is involved in an accident and it does not meet the roadworthy requirements under any South African Road Traffic Legislation;
- The amount of any compensation payable by any compulsory motor vehicle insurance legislation;
- Any damage caused directly or indirectly as a result of modifications to the engine to enhance performance;
- Loss of income;
- Loss or liability following damages to any goods, materials, possessions, movable contents, and personal effects including property attached to or in the insured vehicle; unless it is an accessory or spare part included in the sum insured and/or specified on the policy schedule;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person who is deemed to be under the influence of alcohol or drugs;
- Death or injury to a member of your household or a person who works for you following a motor loss;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person without your knowledge and consent unless you have laid a criminal charge against such person within 48 hours and provided that you may not withdraw such a charge;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person for racing or competition, or driving instruction, hiring and carrying of fare paying passengers;

- Losses where the driver of the insured vehicle unlawfully leaves the scene of an accident;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person who is not licensed to drive such a vehicle; or any person who is in possession of a license which is endorsed or cancelled;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person who has been refused motor insurance at any time within 3 years before the date of the accident;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven other than in accordance with the Description of Use stated in the schedule;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is outside the territorial limits of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is in transit by water between ports in the territorial limits; unless specifically agreed to by us and noted accordingly on the schedule;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is in transit by rail; unless specifically agreed to by us and noted accordingly on the schedule;
- The death or injury of any person transported in or on a trailer or caravan towed by the vehicle insured, or in the open back section of a light delivery vehicle;
- The death or injury of any person who is a passenger in vehicle that does not have permanently fixed roof top or who is a passenger on a motor cycle or quad bike;
- Loss, damage or liability caused whilst the vehicle is in the custody and control of the motor trade for any purpose other than for the purpose of overhaul, upkeep or repair of the vehicle.

Third Party Only

We will indemnify you for

- **Accidental damage to third party property**

- **Liability to Third parties**

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

We will not indemnify you for

- **Accidental loss, damage or theft to the vehicle.**
- Mechanical, electrical or electronic breakdown, failures or breakages and any consequential loss arising from such breakdowns, failures or breakages;
- Where the vehicle does not meet the roadworthy requirements under any South African Road Traffic Legislation;
- The amount of any compensation payable by any compulsory motor vehicle insurance legislation;
- Any damage caused directly or indirectly as a result of modifications to the engine to enhance performance;
- Loss of income;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person who is deemed to be under the influence of alcohol or drugs;
- Death or injury to a member of your household or a person who works for you following a motor loss;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person without your knowledge and consent unless you have laid a criminal charge against such person within 48 hours and provided that you may not withdraw such a charge;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person for racing or competition, or driving instruction, hiring and carrying of fare paying passengers;

- Losses where the driver of the insured vehicle unlawfully leaves the scene of an accident;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person who is not licensed to drive such a vehicle; or any person who is in possession of a license which is endorsed or cancelled;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven by any person who has been refused motor insurance at any time within 3 years before the date of the accident;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is used or being driven other than in accordance with the Description of Use stated in the schedule;
- Loss, damage, injury or liability caused, sustained or incurred while the vehicle is outside the territorial limits of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe;
- Liability caused, sustained or incurred while the vehicle is in transit by water between ports in the territorial limits; unless specifically agreed to by us and noted accordingly on the schedule;
- Liability caused, sustained or incurred while the vehicle is in transit by rail; unless specifically agreed to by us and noted accordingly on the schedule;
- Liability caused whilst the vehicle is in the custody and control of the motor trade for any purpose other than for the purpose of overhaul, upkeep or repair of the vehicle.

E. PERSONAL ACCIDENT

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

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

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

Terms of Compensation

We will pay compensation if the insured:

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

We will indemnify you for

- **An accident which results in**
 - Death
The amount stated in the policy Schedule.
 - Permanent disablement;
The percentage of the amount stated in the Policy Schedule as set out in the Table of Permanent Disablement.
 - Temporary Total Disablement;
The amount stated in the Policy Schedule for a maximum period of 104 (one hundred and four) weeks for disablement preventing the Insured from engaging in or giving attention to his/her normal business, from the date of the accident.
 - Reasonable medical and other expenses incurred up to the limit stated in the Policy Schedule.

We will not indemnify you for:

- **Intentional self – injury;**
- **Bodily injury to persons younger than 15 years or older than 70 years;**
- **Bodily injury, death, disablement or disappearance resulting from:**
 - Sport

While the insured participates in:

- Mountaineering where the use of ropes or guides is necessary;
- Big-game hunting;
- Football for or against professional clubs, polo, steeplechasing, rugby, any form of snow or ice sports, wrestling, boxing, scuba diving, water skiing, martial arts, parachuting , bungee jumping, skydiving, bridge jumping, hand gliding, or paragliding;
- Speed or endurance tests or any racing or races (excluding road races or yacht competitions).
- Car Racing
 - While the Insured participates in any form or car racing.
- Air Travel

While the Insured travels in an aircraft

- which is not licensed to transport passengers;
- piloted by a person not licensed for the purposes for which it is use;
- as a member or a temporary member of the crew for either trade or technical activities related to the aircraft.

Special Conditions

- On the happening of any occurrence for which compensation is payable, the Insured must employ the services of a registered medical practitioner and undergo any treatment the practitioner deems necessary.
- In case of the death of the insured, New National has the right to do a post-mortem examination at New National's cost.
- Death and disablement, as well as medical and other expenses, are only covered if incurred within a period of 12 (twelve) months of the date of the accident.

- Compensation paid for permanent disablement will be deducted from compensation payable for death if arising from the same accident.
- Payment under the temporary total disablement benefit will be stopped as soon as the injury causing the disablement has recovered as far as reasonably possible, notwithstanding the fact that the condition of permanent disablement continues to exist.
- Total and permanent loss includes the total and permanent loss of use.

Extensions of Cover

- **Territorial Limits**

Cover under this Section is worldwide.

- **Disappearance**

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

- **Exposure**

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

- **Funeral Benefit**

In the event of an accident giving rise to a valid claim for compensation 2.1, we will pay an additional amount of R1 000 (one thousand rand) per insured person as a contribution to funeral expenses.

F. Watercraft

Under this section you may claim for loss or damage to your waterborne vessels including motors, equipment, fittings and accessories

What you pay when you have a claim:

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

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

Vessel	The watercraft including the hull, superstructure, fittings, machinery, engines, motors, boats, gear and equipment such as would normally be sold as one unit, excluding its trailer, as specified in the Schedule, limited to a maximum of 8 metres in length, and where applicable, limited to a maximum engine capacity of 250 horsepower per engine but not exceeding 300 horsepower in total, in the Event where the hull is powered by more than one engine. Rubber ducks are limited to 100 horsepower, maximum capacity on engine/s.
Insured Property	The Vessel as shown in the Schedule of Insurance belonging to You. Please note that items like ski's, body boards, kneeboards, wake boards, fishing gear, life jackets, navigational charts and first aid kits must be Specified under the "Cover on the Go" section of this Policy.
Sum Insured	The amount shown in the Schedule. The amount for which you insure your Vessel must include the value of the hull, motors, machinery, fixtures & fittings. There will be no cover for accessories or the watercraft's Trailer unless specified by you in the Schedule. At time of a claim, if you are under insured we will only pay our rateable portion of the claim
Market Value	The average of the recommended Retail Value and Trade Value of the Vessel, (including its accessories and spare parts) as specified by you in the Schedule, at the Date of Loss, as determined by a recognised catalogue
Use	The Vessel may only be used for Private Use.
Private Use	Use of the Vessel for social, domestic and pleasure purposes

- **Maximum Indemnity**

The Market Value of the Vessel at the time of the loss or the sum insured whichever is the lesser.

The sum insured stated in the Schedule of Insurance constitute the basis for a total loss settlement.

If the sum insured of the Vessel is less than the Market Value at the time of the loss or damage you will be your own insurer for the difference and will bear the rateable proportion of the loss.

We will indemnify you for

- accident;
- fire;
- malicious acts excluding such acts committed by you;
- outboard motor(s) dropping off or falling overboard provided it is securely locked onto the vessel by a device in addition to its normal method of attachment;
- theft of the entire Vessel;
- theft of outboard motor(s) provided it is securely locked onto the Vessel or her boat(s) by an anti-theft device;
- theft of machinery including outboard motor(s), if stolen with the Vessel or following forcible and violent entry into the Vessel or place of storage shall not exceed the maximum indemnity or R100,000 whichever is the lesser at the time of the loss.

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

- **Emergency and salvage expenses**

All charges and expenses (up to the Sum Insured for the item concerned) reasonably and necessarily incurred in minimising or averting a loss, which would be covered by this policy.

- **Transit risks**

Any loss, or damage, following transit by land (including loading and unloading) but excluding scratching and denting and liability to third parties. This section also extends to include claims made by third parties for death, injury or damage arising out of loading or unloading operations. We will not be liable whilst the Vessel is:

- being conveyed by a person who has no valid driver's licence unless the person concerned is charged with theft or illegal use of The Vehicle used for conveying the trailer;

- being used by you or any other person who fails a breathalyzer test or where the alcohol concentration of yourself or such person exceeds the legal limit or where you or such person is under the influence of intoxicating liquor or drugs with a narcotic effect.

We will not indemnify you for

- **Loss or damage**

- whilst the Vessel is:
 - being used for any purpose other than private use;
 - let out on hire or charter;
 - being towed on water except
 - ❖ when in need of assistance;
 - ❖ for customary towage in connection with laying up, fitting out or repairs;
 - towing or salvaging another Vessel other than one in distress;
 - towing or salvaging another Vessel (whether or not in distress) under a contract arranged prior to commencing towing or salvaging;
 - participating in mechanised racing or speed tests, or any trials in connection therewith;
 - left moored or anchored unattended off an exposed beach or shore and it becomes stranded, sunk, swamped or breaks adrift;
- resulting from want of due diligence and / or precaution on Your part;
- due to corrosion;
- due to mechanical or electrical breakdown of machinery, engines, motors, batteries, and their connections (other than the shaft and propeller) unless caused by:
 - accidental incursion of water into the hull;
 - the Vessel being stranded, sunk, burnt, on fire, in collision or in contact with any external substance including ice other than water;
 - accidents occurring whilst the machinery, engines, batteries and their
 - connections are being removed from or placed in the Vessel or from or into a place of storage;
 - malicious acts;
 - fire or accidental damage whilst in store;
- to sails or protective coverings split by the wind or blown away whilst set, unless in consequence of damage to spars to which the sails are bent or occasioned by the vessel being stranded, sunk, burnt, on fire, in collision or in contact with any external substance including ice other than water;
- to masts, spars, sails, standing or running rigging whilst the Vessel is racing unless such loss or damage is caused by the Vessel being stranded, sunk, burnt, on fire, in collision or in contact with any external substance (ice included) other than water;
- in respect of any part condemned solely because of a fault in design or construction;
- due to any defect resulting from either negligence or breach of contract in respect of any repair or alteration work;

- to personal effects, consumable stores, fishing gear, life jackets, navigational charts and first aid kits;
- due to theft, of inflatable Vessel when deflated, unless following forcible and violent entry into the place of storage. A vehicle is not considered a place of storage within the terms of this Policy;
- by fire or explosion to a Vessel fitted with inboard machinery unless the Vessel is equipped in the engine room or engine space, tank space and galley, with an automatic fire extinguishing system or one having controls at the steering position. It is warranted that any fire extinguishing system must be properly installed and maintained in efficient and working order;
- caused by the intake of foreign matter into the cooling system of the machinery, engines or motor;
- to recreational equipment including but not limited to: ski's, body boards, kneeboards and wake boards;
- arising whilst the Vessel is in the custody or control of any person, who is not a licensed operator in terms of the Merchant Shipping National Small Vessels Safety Regulations.

- **Liability to Third Parties**

We will indemnify you or any person using the Vessel with your permission or any water skier being towed by the Vessel against all sums, including claimant's costs and expenses, which you shall become legally liable to pay in respect of:

- death of or bodily injury to any person other than you or other than as specified in the Specific Exclusion directly below
- loss of or damage to property not belonging to You or the permitted user;
- attempted or actual raising, removal or destruction of the wreck of the Vessel or any neglect or failure to raise, remove or destroy the wreck;
- expenses incurred by You with Our prior written consent in connection with official enquiries and coroners inquests;
- legal costs incurred with Our prior written consent in defending any action or contesting liability whether or not such action proceeds in the criminal or civil court. Our liability in respect of this section is limited to the amount stated in the schedule in respect of any one claim or series of claims arising from one insured event.

- **Specific exclusions applicable to liability to third parties**

We will not Indemnify You or the permitted user or water skier against claims resulting directly or indirectly from legal liability for:

- death or bodily injury in respect of any person employed in any capacity by You or similarly employed by any person using the Vessel with Your permission or similarly employed by any water skier;
- accidents arising from any person engaged in kiting or other airborne sport whilst being towed by the Vessel or preparing to be towed or until safely back on board the Vessel;
- accidents arising while the Vessel is in transit by mechanically propelled road vehicle, rail, ship or aircraft;

- death of or bodily injury in respect of fare paying passengers and loss of or damage to their property;
- damages or penalties arising under contract;
- fines or penalties imposed under any statutory code or common law in respect of any offence committed;
- death or bodily injury to any person operating or employed by the operator of a shipyard, repair yard, slip way, yacht club, marina, sales agency or similar organization

Special Conditions

- **Care of the Vessel**
 - You will take all reasonable steps to protect and maintain the Vessel in a proper state of repair and seaworthiness.
 - If any motor is immersed in water, You must immediately flush it out and take all reasonable steps to minimise loss or damage.
 - You or another competent person(s) must be on board the Vessel when the Vessel is underway.
 - The Vessel must be conveyed on a properly constructed and designed trailer whilst in transit, which trailer should be insured under the Motor Section.
 - The Vessel must be fitted with two motors in workable and readily usable condition when the Vessel is being launched through surf.
 - Left afloat clause
 - No cover is provided by this section for loss of or damage to the Vessel or for liability to any third party or for any salvage services caused by the Vessel being stranded,
 - swamped, sunk or breaking adrift whilst left moored or anchored unattended off an exposed beach or shore.
 - Replacement of gear and equipment.
 - Deductions on account of new material replacing old may be made at Our discretion in respect of loss or damage to:
 - ❖ sails, spars, masts, protective covers, standing or running rigging and batteries;
 - ❖ outboard or inboard motors.
 - No settlement shall exceed the Maximum Indemnity
 - Surveys
 - When the Vessel is over 10 (ten) years old, We may request a copy of an up-to-date independent, professional survey report, the costs of which, will be for your account.
 - Collision – submerged object
 - Loss or damage to the vessel's rudder, propeller, strut, shaft, machinery, engines, motors, batteries and their connections caused by collision with a submerged object, will be subject to a minimum excess as stated in the schedule

It is of utmost importance to both of us, as insurer and insured, that you have **read and understood** our policy wording in its entirety. We would like to draw your attention to what we refer to as the **TOP 10** items of our policy, for you to understand:

Premium Payment

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

Duty of Disclosure

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

Basic and Additional Excesses

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

Average

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

Betterment

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

Dual Insurance

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

Jewellery

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

Security Requirements

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

Use of Vehicle

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

Driver Basis

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

Please read the policy terms and conditions **in conjunction with your Policy Schedule**, bearing in mind **the information you have provided to us at the inception** of this policy.

All three of these aspects form the basis of the contract into which we have entered into, together.