

Sky Blue



YOUR SKYBLUE PERSONAL LINES POLICY WORDING



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An Insurer licensed to conduct Non-Life insurance
business and an Authorised Financial Services Provider

FSP Number 35914

www.infinitiafrica.com

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General Definitions

The following definitions apply to all sections of your policy wording unless we define a word more specifically in any section of your policy wording to apply to that section only.

You, your, yours means the person or company in whose name the policy is issued, members of your family, and your life partner, who normally live with you or who are financially dependent on you. **You, your, yours** also means any trust of which **you** are a beneficiary.

We, us, our means the insurer, Infiniti Insurance Limited.

Processing means processing as defined in the Protection of Personal Information Act, 2013 (“POPI”) and includes any operation or activity or any set of operations concerning personal information including collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use of personal information.

Damage means the accidental loss of or physical damage to tangible property insured by this policy.

Exclusions means a loss or event that is not covered by your policy and that we will not pay for.

Stolen (theft) means when **your** tangible property insured by this policy is taken from **you** by a third party without **your** permission and not given back to **you**, and **you** are not able to find and recover it.

Accidental breakage means **damage** caused by something other than theft, malicious damage, fire, lightning, explosion, storm, wind, water, rain, snow, hail or earthquake.



General Definitions

Injury means death or bodily injury caused by accidental external physical means.

Liability means when **you** become legally liable to pay compensation for **injury** to a **third party**, or **damage** to a **third party's** property.

A **third party** means some-one other than the people noted under the definition of **you** in this policy wording and that are not employed by **you**.

Buildings mean the buildings of **your** private home (made of brick, stone or concrete with a slate, tile, concrete, asbestos or metal roof unless we have agreed another construction in writing) and all outbuildings (like private garages, domestic workers quarters and garden sheds) at the address in **your** policy schedule and used by **you** as part of **your** private building.

Structural alterations mean alterations to **your building** that involve the removal of any wall or external door or window or any part of the roof or the under-pinning of **your building**.

Contents mean **your** household goods and personal belongings, or goods for which **you** are responsible, in **your building** on **your premises**.

First Amount Payable means the excess which is the amount that **you** have to pay of a claim that **we** pay.

Premises mean the **buildings** and the garden area surrounding the **buildings** at the address in **your** schedule.

Unoccupied means that there is no-one on **your premises** with **your** knowledge and permission.



General Definitions

Subsidence, landslip and heave

Subsidence means sinking - the vertical, downward movement of soil and includes settlement, which is a lateral movement.

Landslip means the sliding down of a mass of land or soil.

Heave means the upward movement of soil supporting the building.

A **cyber incident** means

- i) an unauthorised or malicious act regardless of time and place, or the threat or hoax thereof
- ii) malware or similar mechanisms
- iii) any unintentional or unplanned (wholly or partially) outage of your computer other than outages caused directly by physical loss or damage or physical damage as a result of lightning, theft or powersurge

affecting access to, processing of, use of or operation of any computer or any electronic data by any person or group(s) of persons.

A **computer** means any computer, data processing equipment, microchip, integrated circuit or similar device in computer or noncomputer equipment or any computer software, tools, operating system or any computer hardware, back up facility or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether your property or not.

Malware or similar mechanism means any programme code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or operations (whether involving self-replication or not), including but not limited to any Virus, Trojan, worm(s), Logic Bomb(s), denial of service attack or other similar destructive media.



General Definitions

Communicable/contagious/infectious disease means any disease which can be transmitted by any means whatsoever from any organism (whether living or not) to another organism.

Electricity grid failure means a total or partial interruption, suspension or blackout of the electricity supply from the national, regional or private electricity grid to the electricity grid of the Republic of South Africa for whatsoever reason, whether due to damage, an inability and/or failure, whether partial or total, of the utility supplier to generate, transmit or distribute electricity, or any other cause.



Building Section

Specific Definitions

Buildings mean your buildings (made of brick, stone or concrete with a slate, tile, concrete, asbestos or metal roof unless we have agreed another construction in writing) and all private garages and outbuildings, walls, gates (including gate motors and intercom and security systems) and fences (not hedges), and swimming pools (but not the water or portable swimming pools), swimming pool filters, sauna baths, spa baths, hot tubs, sports courts (but not clay, gravel or grass surfaced sports courts), ornamental ponds or fountains, borehole motors, water tanks and water pumps, underground pipes and cables, public supply connections, satellite dishes, irrigation systems, solar heating systems, brick, tar or concrete driveways, paths or patio's on the same premises including fixtures and fittings permanently attached to your buildings.

This definition of the word **buildings** overrides the definition of the word **buildings** under the General Definitions section of your policy wording for this section only.

Cover given

We will pay for damage to your building. In addition we will pay for theft of fixtures and fittings permanently attached to your building.



Exclusions

1. We will not pay for damage to your building
 - (a) caused by inherent defect, defective workmanship or design, the use of defective materials or if your building is not built in compliance with the National Building Regulations or any applicable municipal by-law that applied at the time that your building was built or altered.
 - (b) while structural alterations are being made to your building unless you advise us within 21 days of the alterations being started. We will not pay for any damage caused by the builders including damage to water pipes. We will not pay for damage that is a direct result of the roof or any part of it, or an outside wall, having been removed.
 - (c) caused by any roots or weeds or by trees being cut down unless they are being cut down by a professional tree feller.
 - (d) caused by storm, wind, water, rain, flood or hail if the damage is to fences or retaining walls unless the retaining wall is built in compliance with the specifications of a practising civil engineer.
 - (e) caused by chipping, scratching, denting or staining.
 - (f) caused by any animal, bird, reptile or insect.
 - (g) caused by subsidence, landslip or heave that is as a result of the soil expanding or contracting as happens with clay and similar types of soil, normal settlement, shrinkage or expansion of your building or damage as a result of compaction or infill or faulty design or construction or by excavation near or under your building. It is your responsibility to prove that the damage was not caused by subsidence, landslip or heave.



Building Section

- (h) caused by subsidence, landslip or heave if the damage is to drains, water courses, swimming pools, tennis courts, boundary walls, retaining walls, posts or fences of any kind, or damage caused by the removal or weakening of support to any building or workmen making any structural alterations, additions or repairs to any building. It is your responsibility to prove that the damage was not caused by subsidence, landslip or heave.
 - (i) caused directly or indirectly by any workmen stopping or not completing any work on your premises.
2. We will not pay for theft of fixtures and fittings
- (a) if your building is unoccupied for more than 60 consecutive days unless we have agreed in writing that we will give you the cover.
 - (b) if someone that you allow to stay in your building or a tenant steals from you.
 - (c) while structural alterations are being made to your building unless you advise us within 21 days of the alterations being started and unless the theft follows the use of force or violence.
3. We will not pay for damage caused by powersurge of more than the limit in the table of limits attached to your policy schedule.

Extensions to cover

1. If your building value increases

This section covers alterations, additions or improvements to your building insured to a maximum of the percentage in the table of limits attached to your policy schedule of the sum insured on condition that you advise us of the alterations as soon as possible and pay any additional premium required. We will not pay more than the sum insured.



Building Section

2. Professional and other rebuilding costs

We will pay the cost of

- (a) demolishing your building, removing debris from the site and putting up hoardings needed for building operations
- (b) architects', quantity surveyors' and consulting engineers' fees
- (c) local authorities' scrutiny fees

as long as the cost of these is not more than the percentage in the table of limits attached to your policy schedule of the sum insured on your building and as long as we have agreed the quotes in writing before any work is done. At no time will we pay more than the sum insured in total for any one event.

3. Cost of putting out a fire

We will pay the reasonable costs, that you are legally liable for, of putting out a fire on your premises.

4. Special alterations

We will pay up to the limit in the table of limits attached to your policy schedule for the reasonable cost of essential alterations or adaptations to your buildings needed because you have become permanently, physically disabled by a sudden and unforeseen accident during the period of insurance.

5. Loss of rent

If you or your tenants cannot continue to live in your building because of any event that we pay a claim for, we will pay up to the percentage in the table of limits attached to your policy schedule of the sum insured for loss of rent or for other accommodation. The amount paid will be based on the length of time needed to rebuild your building and the annual rent of your building unfurnished or what it would cost to rent a similar building. We will only pay you or someone on your behalf once you have incurred the cost of the rental.



6. Cover during property transfer

If you buy a new building and take occupation before it is transferred into your name, you will be able to claim for cover to that building under this section of the policy from the time of signature of a deed of sale until transfer into your name by the deeds office as long as the building is not insured on any other insurance policy and you have advised us of the additional property and we have agreed to give you the cover. If the building is unoccupied at the time of the damage happening then we will not pay your claim.

7. Metered water

We will pay for metered water charges that you are legally liable to pay for as a direct result of breaks or bursts in the water mains system up to the limit in the table of limits attached to your policy schedule or the amount by which the quarterly reading is more than the average of the previous four quarters whichever is the lesser amount.

8. Leak detection and repair

We will pay up to the limit in the table of limits attached to your policy schedule for finding and repairing a water, gas or oil leak from permanent internal pipes in your building that are likely to cause damage to your building.

9. Re-landscaping of gardens and removing fallen trees

We will pay for the cost of re-landscaping your garden and removing fallen trees up to the limit in the table of limits attached to your policy schedule after a claim under this section of the policy as long as you can prove that the damage to the garden was as a direct result of the same event as the claim we have agreed to pay.



10. Annual sum insured increase

The sum insured (but not the sum insured on any extension to cover) will be automatically increased on the anniversary or renewal date of your policy by a percentage that we believe to be in line with the trend in building inflation. The new sum insured will be shown on your policy schedule and the premium will be charged for the new insurance period. You are however still responsible for making sure that the sum insured is correct.

11. Temporary repairs after a loss

After damage to your building you may, to prevent more damage or theft, make temporary repairs and take any measures necessary (including employing watchmen) to keep your property safe up to the limit in the table of limits attached to your policy schedule.

12. Emergency accommodation

We will pay reasonable costs of emergency accommodation for you, any domestic helper who normally has accommodation on your premises, and your pets, while your building cannot be lived in until other accommodation can be arranged up to the limit in the table of limits attached to your policy schedule.

13. Damage caused by wild animals

We will pay for damage to your building caused by wild animals not owned by you. We will not pay a claim under this extension if your building has been unoccupied for more than 60 consecutive days. We will not pay more than the limit in the table of limits attached to your policy schedule.



Building Section

14. Green building cost cover

We will pay an extra amount up to the limit in the table of limits attached to your policy schedule for your building to be repaired using building products that we determine meet the industry recognised green standard for that product category attributed to either or both of the following:

- (a) use of less energy, water or natural resources.
- (b) creation of less waste.

15. Electrical or mechanical breakdown

Notwithstanding General exclusion 10 (iv), we will pay for electrical or mechanical breakdown of your buildings. We will only pay up to the limit in the table of limits attached to your policy schedule per event.

Provisions

1. Rebuilding after a loss

You may choose to rebuild your building on the same site (or on another site and as you wish to build it as long as we do not have to pay any more than we would have paid) as close as possible to what it was like when new as long as the rebuilding is started within 6 months of the date of the damage happening and finished in a reasonable period of time. We will not pay any more than we would have paid if this condition were not in the policy wording. We will not pay for any expenses that you have not already incurred.

2. Average

The Average clause in the General Section of your policy wording applies to this section of your policy.



Building Section

3. If your building is mortgaged

The rights of anyone who holds a mortgage on your building will not be prejudiced by any act or omission on your part if they are not aware of the act or omission. They must advise us as soon as they become aware of it and any additional premium due from the date that our risk was increased must be paid. If the mortgage holder is noted in your policy schedule then we will pay any outstanding amount owing to them first and the balance will be paid to you. You will then have no further claim against us.

Additional cover that you may choose to take

1. Subsidence, landslip and heave – Full cover (if stated in your policy schedule to apply)

We will pay for damage to your building caused by subsidence, landslip or heave.

This extension does not cover

1. damage to drains, water courses, swimming pools, tennis courts, boundary walls, garden walls, retaining walls, gates, posts or fences.
2. damage caused by
 - (a) faulty design or construction of, or the removal or weakening of support, to any building.
 - (b) workmen making any structural alterations, additions or repairs to any building.
 - (c) excavation on or under land other than excavations in the course of mining operations.
3. consequential loss of any kind whatsoever except loss of rent if this is specifically insured under this section.



Building Section

2. Solar power systems (if stated in your policy schedule to apply)

We will pay for damage to or theft of your solar power system securely attached to your building up to the sum insured for this extension in your policy schedule.

A solar power system is comprised of one or more inverters and batteries securely attached to your building and solar panels securely mounted on the roof of your building.



Contents Section

Cover given

We will pay for damage to or theft of your contents.

Exclusions

1. We will not pay for damage to or theft of your contents
 - (a) while structural alterations are being made to your building unless you advise us within 21 days of the alterations being started. We will not pay for any damage caused by the builders, or for theft of your contents, unless there are visible signs of forcible or violent entry into your building. We will not pay for damage or theft that is a direct result of the roof or any part of it, or an outside wall, or any window or door to the outside having been removed.
 - (b) caused directly or indirectly by any workmen stopping or not completing any work on your premises.
 - (c) that are money or currency, including Mandela coins, Kruger rands and similar coins of more than the limit in the table of limits attached to your policy schedule.
 - (d) that are motor cars, trailers, caravans, water craft or aircraft or their accessories, or livestock.
 - (e) that are uncut precious or semi-precious stones.
 - (f) of more than 30% of the sum insured for precious metals and stones, jewellery and furs.
 - (g) of more than 30% of the sum insured for paintings, sculptures and other collectables.
 - (h) if your contents are unlicensed fire arms or guns or are fire arms or guns that are not stored in compliance with the law. We will not pay for damage to firearms or guns caused by internal explosion, mechanical defects, rust or corrosion.



Contents Section

2. We will not pay for damage to your contents
 - (a) as a result of any process involving the use of water except for putting out a fire.
 - (b) caused by chipping, scratching, denting or staining.
 - (c) caused by any animal, bird, reptile or insect.
 - (d) caused by any process of dyeing, cleaning or renovating or by light or atmospheric conditions.
 - (e) caused by subsidence, landslip or heave.

3. We will not pay for theft of your contents
 - (a) if your building is unoccupied for more than 60 consecutive days unless we have agreed in writing that we will give you the cover.
 - (b) if someone that you allow to stay in your building, or that you let your building to, steals from you.
 - (c) of more than the limit in the table of limits attached to your policy schedule if your contents are stolen from any outbuilding or garage and there is no use of force or violence.
 - (d) from any motor car, caravan, trailer or watercraft when left unattended unless the theft follows visible forcible or violent entry or unless the theft is immediately after an accident. We will not pay your claim unless the items stolen were in the fully enclosed portion of the motor car, caravan, trailer or water craft and not able to be seen from the outside.

4. We will not pay for accidental breakage
 - (a) of musical instruments caused by the breaking of reeds, skins or strings.
 - (b) of audio tapes, cassettes or compact discs.
 - (c) of glass that is not part of an item of furniture or glassware or other brittle items unless caused by attempted theft.
 - (d) of sporting equipment while in use unless you have specified the equipment under the All Risks Section of your policy.



Contents Section

- (e) of paintings or artwork unless caused by attempted theft.
 - (f) as a result of the over winding of clocks or other mechanical apparatus.
5. We will not pay for damage to any computer or electronic equipment
- (a) caused by development of poor contacts or scratching of painted or polished surfaces.
 - (b) of more than the value at the time of loss of parts that have a short life like (but not limited to) x-ray tubes, bulbs, valves, fuses or contacts. We will not pay the new replacement value of these parts.
 - (c) arising directly or indirectly out of or in connection with the action of any computer virus, Trojan or worm(s) or other destructive media or caused by the data being accidentally deleted.
6. We will not pay for damage caused by powersurge of more than the limit in the table of limits attached to your policy schedule.

Extensions to cover

1. Contents while you are on holiday

We will pay up to the limit in the table of limits attached to your policy schedule for contents, including groceries that belong to you that are in accommodation that you have rented for a holiday period or at a hotel that you are temporarily staying in. We will not pay for items that have been stolen unless there is forcible or violent entry into the building or the hotel room.



Contents Section

2. Contents at boarding school, college, university, a nursing home, hospital or residential care home

We will pay up to the limit in the table of limits attached to your policy schedule for contents that belong to you while they are at a boarding school, college, university or in other student accommodation or at a nursing home, hospital or residential care home. We will not pay for theft unless there is forcible or violent entry into the building or into your room.

3. Contents at work

We will pay up to the limit in the table of limits attached to your policy schedule for contents that belong to you while they are at your place of employment. We will not pay for theft unless there is forcible or violent entry into the building.

4. Contents in for repair or cleaning

We will pay up to the limit in the table of limits attached to your policy schedule for contents that belong to you while they are at any place of repair or are in for cleaning. We will not pay for theft unless there is forcible or violent entry into the building.

5. Domestic helper's property

We will pay you for loss of or damage to household goods or personal effects (but not for money or currency) in the building on your premises belonging to your domestic helper if these are damaged or stolen. We will only pay up to the limit in the table of limits attached to your policy schedule. We will not pay for theft unless there is forcible or violent entry into the building.

6. Guest's property

We will pay for property belonging to your guests up to the limit in the table of limits attached to your policy schedule if their property (but not money or currency) that is not insured on another policy is damaged or stolen while in your building on your premises.



Contents Section

7. Business run from your premises

We extend your policy to allow you to run a business from your premises as long as

- (a) the business is not one that manufactures anything other than if it is a dressmaking business.
- (b) no more than 20% of the floor space of your building is used for the business.

We will pay for loss of or damage to stock in trade and office equipment (including computer equipment, programs and the reinstatement of data on the computer equipment) by an insured event under this section of the policy up to the limit in the table of limits attached to your policy schedule.

We will not pay more than the contents sum insured in total per event. We will accept your financial interest in the business as insurable interest. The average clause in the General Section of your policy wording applies to this extension.

8. Contents outside on your premises

We will pay up to the limit in the table of limits attached to your policy schedule for damage to or theft of your contents while they are outside on your premises provided that they are items that are designed and made to be outside.

9. Washing on the wash-line

We will pay up to the limit in the table of limits attached to your policy schedule for damage to or theft of washing on the wash-line on your premises.



Contents Section

10. Metered water

We will pay for metered water charges that you are legally liable to pay for as a direct result of breaks or bursts in the water mains system up to the limit in the table of limits attached to your policy schedule or the amount by which the quarterly reading is more than the average of the previous four quarters whichever is the lesser amount.

11. Leak detection and repair

We will pay up to the limit in the table of limits attached to your policy schedule for finding and repairing a water, gas or oil leak from permanent internal pipes in your building that are likely to cause damage to your contents.

12. Re-landscaping of gardens and removing fallen trees

We will pay for the cost of re-landscaping your garden and removing fallen trees up to the limit in the table of limits attached to your policy schedule after a claim under this section of the policy as long as you can prove that the damage to the garden was as a direct result of the same event as the claim we have agreed to pay.

13. Your contents in transit

We will pay for damage to your contents caused by

- (a) fire, lightning, explosion, collision or overturning of the motor car
- (b) theft or attempted theft, but if the motor car is unattended at the time of the loss, then we will not pay your claim unless there is visible forcible or violent entry into the motor car,

while your contents are being taken from the shop at which they were bought or a place of repair or renovation to or from your building or when you are going on holiday.



Contents Section

14. Contents being moved by a removal company

We will pay for damage to your contents caused by

- (a) fire, lightning, explosion, collision or overturning of the removal vehicle
- (b) theft or attempted theft but if the removal vehicle is unattended at the time of the loss, then we will not pay your claim unless there is visible forcible or violent entry into the removal vehicle

while your contents are being moved by a removals company because you are moving home. We must approve the removal company to be used in advance.

15. Removal of debris after a claim

We will pay the costs of removing debris up to the limit in the table of limits attached to your policy schedule from your property after a claim.

16. Credit/Debit cards

We will pay up to the limit in the table of limits attached to your policy schedule if your credit or debit card is stolen and used without your permission. We will pay your claim only if you report the loss or theft of your card to the police and the company that issued the card.

17. Fridge or deep freeze contents

We will pay for the deterioration of foodstuffs in your fridge or deep freeze on your premises up to the limit in the table of limits attached to your policy schedule as a result of breakdown, accidental damage or failure of power supply but not the deliberate withholding of power by any authority or electricity grid failure.



Contents Section

18. Loss of documents

We will pay for damage to or theft of your personal documents up to the limit in the table of limits attached to your policy schedule. We will only pay for the value of materials and the cost of labour in reproducing the documents or getting duplicates and not for the value to you of the contents of the documents or any consequential loss or damages.

19. Vet's fees

We will pay up to the limit in the table of limits attached to your policy schedule for vet's fees that you have paid because of an injury to your pet caused by a motor car.

20. Pest control

We will pay up to the limit in the table of limits attached to your policy schedule for you to employ a pest control expert to get rid of pests in your building on your premises as long as the pests are a risk to your health, or can lead to loss of or damage to your building or contents other than edible contents, or the infestation is so bad that we believe it is impossible for you to continue to live in your building. We will not pay a claim under this extension if your building has been unoccupied for more than 60 consecutive days. We will not pay for damage caused by the pests. We will not pay more than one claim in any 36 month period.

21. Locks and keys

We will pay you up to the limit in the table of limits attached to your policy schedule for the cost of replacing cardkeys, remote controls, keys and locks or repairing locks of your building following theft or attempted theft or the accidental loss of keys.



Contents Section

22. Rent and other accommodation

If your building cannot be lived in because of damage that we agree to pay for, we will pay

- (a) rent that you would normally pay,
- (b) the cost, with our permission, of renting a building for you and your domestic helpers who normally have accommodation on your premises and your pets,

but only for as long as it is necessary for the buildings to be rebuilt and only up to the percentage of your contents sum insured in the table of limits attached to your policy schedule.

23. Additional costs after damage

After damage that will result in a claim

- (a) you may, to prevent further damage, make temporary repairs and take any measures necessary (including employing watchmen) to keep your property safe up to the limit in the table of limits attached to your policy schedule.
- (b) you may arrange emergency accommodation while the building cannot be lived in until other accommodation can be arranged up to the limit in the table of limits attached to your policy schedule.
- (c) we will pay the cost of storage, including transporting to the place of storage, of your contents if that is necessary to keep them safe. We will only pay up to the limit in the table of limits attached to your policy schedule.

24. Cost of putting out a fire

We will pay the reasonable costs, that you are legally liable for, of putting out a fire on your premises.



Contents Section

25. Injury causing death

We will pay the limit stated in the table of limits attached to your policy schedule if you are injured and die within 12 months of the day on which you are injured if the injury occurs on your premises and is caused by an accident.

26. Golfer's hole in one

We will pay the limit in the table of limits attached to your policy schedule if you score a hole-in-one playing in an amateur game of golf in terms of the rules at any recognised golf club. You need to give us a signed and completed score card as proof of the hole in one.

27. Bowler's full house

We will pay the limit in the table of limits attached to your policy schedule if you are part of a rink (team of four) which, playing as amateurs, scores a full house (that is all eight bowls to count) in a game of bowls in any competition played in terms of the rules of the South African Bowling Association, at any recognised bowling club. You need to give us a signed and completed score card as proof of the full house.

28. Reinstatement of data or programs on your computer

We will pay up to the limit in the table of limits attached to your policy schedule for all costs and expenses to recompile the data and reinstate any programs on your computer lost as a result of an accident provided that you can prove to us that the costs and expenses are not caused by program errors, viruses, incorrect entry or because the data has been cancelled, deleted or corrupted by mistake.



Contents Section

29. Software and programs

We will pay up to the limit in the table of limits attached to your policy schedule for software for your repaired or replaced computer.

30. Annual sum insured increase

The sum insured (but not the sum insured on any extension to cover) will be automatically increased on the anniversary or renewal date of the policy by a percentage that we believe to be in line with the trend in CPIX inflation. The new sum insured will be shown on your policy schedule and the premium will be charged for the new insurance period. You are however still responsible for making sure that the sum insured is correct.

31. Seasonal sum insured increase

The sum insured of your contents (but not the sum insured on any clause or extension) will be automatically increased by the limit stated in the table of limits attached to your policy schedule for the period from 15 December to 15 January.

Provisions

1. Locked safe warranty

If the value of any item of jewellery or a watch is more than the limit in the table of limits attached to your policy schedule we will not pay a theft claim unless the jewellery or watch is kept in a locked safe securely bolted to the floor or wall of your building when you are not on your premises.



Contents Section

2. Jewellery certificate

If the value of any item of jewellery or a watch is more than the limit in the table of limits attached to your policy schedule, we will not pay a claim unless you have a certificate confirming the value of the piece of jewellery or watch. The certificate must have been given to you before the damage or theft happened and must have been given by a registered jeweller or gemmologist.

3. Basis of indemnity

If you have a claim under this section of your policy the amount that we pay you or anyone on your behalf for the property damaged or stolen will be calculated without any allowance or deduction for depreciation. We will pay the replacement value of the items damaged or stolen but we will not pay you or anyone on your behalf more than the sum insured.

We retain the right to repair or replace property damaged or stolen instead of paying you its value.

4. Average

The Average clause in the General Section of your policy wording applies to this section of your policy.

5. Pairs and sets

Where an item that is damaged or stolen is part of a pair or set we will not pay for more than the value of the part that is damaged or stolen. We will not take into account the value that the item has as part of a pair or set.



Contents Section

6. Stamp and coin collections

- (a) We will only pay a claim if one or more complete pages of a stamp collection are lost or damaged.
- (b) We will not pay more than $\frac{2}{3}$ of the value shown in any current recognised stamp or coin catalogue for any one stamp or coin.
- (c) We will not pay for current coins.

7. Burglar alarm warranty (if stated in your policy schedule to apply)

We will not pay a claim for theft or attempted theft of your contents unless the building is protected by a burglar alarm that is

- (a) kept fully operational at all times.
- (b) linked to a 24 hour control centre with an armed response unit.
- (c) armed whenever your premises are unoccupied.

8. Burglar bar warranty (if stated in your policy schedule to apply)

We will not pay a claim for theft or attempted theft of your contents unless all opening windows on your building are protected by burglar bars.

9. Security gate warranty (if stated in your policy schedule to apply)

We will not pay a claim for theft or attempted theft of your contents unless all doors that lead to the outside of your building are protected by security gates. The security gates must be locked when the premises are unoccupied.



Additional cover that you may choose to take

1. Subsidence, landslip and heave – Full cover (if stated in your policy schedule to apply)

We will pay for damage to your contents caused by subsidence, landslip or heave. This extension does not cover

1. damage caused by
 - (a) faulty design or construction of, or the removal or weakening of support, to any building.
 - (b) workmen making any structural alterations, additions or repairs to any building.
 - (c) excavation on or under land other than excavations in the course of mining operations.
2. consequential loss of any kind whatsoever except loss of rent if this is specifically insured under this section.

2. Solar power systems (if stated in your policy schedule to apply)

We will pay for damage to or theft of your solar power system that you own, hire or lease securely attached to your building up to the sum insured for this extension in your policy schedule.

A solar power system is comprised of one or more inverters and batteries securely attached to your building and solar panels securely mounted on the roof of your building.

3. Electrical or mechanical breakdown (if stated in your policy schedule to apply)

Notwithstanding General exclusion 10 (iv), we will pay for electrical or mechanical breakdown of your contents. We will only pay up to the limit in the table of limits attached to your policy schedule per event.



Contents Section

Limited cover

1. Theft exclusion (if stated in your policy schedule to apply)

We will not pay for any claims for theft or attempted theft.

2. Fire and perils cover only (if stated in your policy schedule to apply)

We will only pay for damage to your contents caused by

- (a) fire, lightning or explosion.
- (b) storm, wind, rain, hail, water or snow but not damage to items in the open or as a result of any process involving the use of water except in putting out a fire.
- (c) earthquake.

Extensions to cover 1, 2, 3, 4, 8, 9, 10, 11, 13(b), 14(b), 16, 17, 19, 20, 21, 25, 26, 27, 28 and 29 are deleted.

3. Theft only with forcible and violent entry (if stated in your policy schedule to apply)

We will not pay a theft claim unless there is visible forcible or violent entry into or out of your building.



All Risks Section

Cover given

We will pay for damage to or theft of items belonging to you

1. being clothing and any item worn or carried by you, including sports equipment, of up to the sum insured in your policy schedule for unspecified all risks
2. specified in your policy schedule

regardless of where in the world the damage or theft happens.

Limitation for unspecified all risks

We will only pay up to 25% of the sum insured for any one item and we will not pay more than the sum insured in your policy schedule for any one event.

Exclusions

We will not pay for

1. damage to or loss, theft or disappearance of
 - (a) uncut precious or semi-precious stones, Mandela Coins or Kruger Rands unless they are part of an article of jewellery.
 - (b) any stamp collection unless one or more complete pages are lost, stolen or damaged and we will only pay $\frac{2}{3}$ of the value shown in any current recognised stamp catalogue for any stamp.
 - (c) current coins even if they are part of a coin collection and we will only pay $\frac{2}{3}$ of the value shown in any current recognised coin catalogue for any coin.



All Risks Section

- (d) anything used for your business or commercial purposes unless you specify it as such.
 - (e) firearms or guns unless stored in a gun-safe when not in use and unless you have a valid license to keep the firearm or gun. We will not pay for damage to firearms or guns caused by rust, corrosion, mechanical defects or internal explosion.
 - (f) bicycles, cellular telephones or portable computer equipment unless they are specified in your policy schedule.
2. the cost of reproducing sound, data and images on tapes, records, film or magnetic media.
 3. mechanical, electrical or electronic breakdown of any property.
 4. more than the sum insured or the value of the item at the time of the claim whichever is the lesser amount. You will have to give us satisfactory proof of the value of the item.
 5. loss, disappearance or theft of any property from any motor car, caravan, trailer or watercraft when left unattended unless the loss, disappearance or theft follows visible forcible or violent entry or unless the theft is immediately after an accident. We will not pay your claim unless the items stolen were in the fully enclosed portion of the motor car, caravan, trailer or water craft and not able to be seen from the outside.
 6. more than the value of the parts lost, stolen or damaged where an item lost, stolen or damaged is part of a pair or set.
 7. loss, damage or breakage that could be paid for by a guarantee, service contract or similar agreement.



All Risks Section

8. damage to any electronic equipment caused directly or indirectly by any computer virus, Trojan or worm(s) or other destructive media or for data being accidentally deleted.
9. accidental damage to sporting equipment while in use unless you have specified the equipment in your policy schedule.

Extensions to cover

1. Reinstatement of data or programs on your computer

We will pay up to the limit in the table of limits attached to your policy schedule for all costs and expenses to recompile the data and reinstate any programs on your computer lost as a result of an accident provided that you can prove to us that the costs and expenses were not caused by program errors, viruses, incorrect entry or because the data had been cancelled, deleted or corrupted by mistake.

2. Software and programs

We will pay up to the limit in the table of limits attached to your policy schedule for software for your repaired or replaced computer.

3. Theft from a motor car following jamming

We will pay up to the limit in the table of limits attached to your policy schedule for any one event, but only once in any one 12 month period of insurance, if a specified or unspecified item is stolen from a motor car following the use of a jamming device although there are no visible signs of forcible entry into the motor car. We may request proof that a jamming device was used before paying your claim.



Provisions

1. Safety deposit

If it is stated in your policy schedule that an item is kept in a bank safety deposit box, we will pay your claim only if the item is damaged while it is in the safety deposit box or stolen from the safety deposit box. If you are going to take the item out of the bank safety deposit box, even temporarily, then you must advise us in advance so that we can change your cover or we will not pay your claim.

2. Territorial limits

The territorial limits of this section of your policy are anywhere in the world.

3. Average

The Average clause in the General Section of your policy wording does not apply to this section of your policy.

4. Bicycles

If your bicycle is left unattended away from your premises, we will not pay your claim for theft unless it was attached by a lock to a permanently fixed structure or locked to a motor car.

5. Jewellery certificate (if stated in your policy schedule to apply)

We will not pay your claim for any item of jewellery of more than the limit in the table of limits attached to your policy schedule unless you have a certificate confirming the value of the piece of jewellery or watch. The certificate must have been given to you before the date on which the damage or theft occurred and must have been given by a registered jeweller or gemmologist.



All Risks Section

6. Burglar alarm warranty (if stated in your policy schedule to apply and applying to theft from your premises only)

We will not pay a claim for theft or attempted theft unless your building is protected by a burglar alarm that is

- (a) kept fully operational at all times.
- (b) linked to a 24 hour control centre with an armed response unit.
- (c) armed whenever your premises are unoccupied.

7. Burglar bar warranty (if stated in your policy schedule to apply and applying to theft from your premises only)

We will not pay a claim for theft or attempted theft unless all opening windows on your building are protected by burglar bars

8. Security gate warranty (if stated in your policy schedule to apply and applying to theft from your premises only)

We will not pay a claim for theft or attempted theft unless all doors that lead to the outside of your building are protected by security gates. The security gates must be locked when your premises are unoccupied.

9. Locked safe warranty (if stated in your policy schedule to apply and applying to theft from your premises only)

If the value of any item of jewellery or a watch is more than the limit in the table of limits attached to your policy schedule we will not pay a theft claim unless the jewellery or watch is kept in a locked safe securely bolted to the floor or wall of your building when you are not on your premises.



Personal Liability Section

Specific Definitions

Injury means death of, or bodily injury to, any person.

Damage means loss of rights or possession or control over tangible property or actual damage to tangible property.

Occurrence means an occurrence or series of occurrences arising out of one event.

Territorial limits means anywhere in the world except the United States of America or Canada.

Identity theft means the unauthorised and /or illegal use of **your** personal information such as **your** name or identity number to obtain a loan or open credit accounts.

A member of your **household** means **you**, **your** life partner and any members of **your** or their family that reside with **you** or any person that has resided with **you** for a period in excess of 90 days.

This meaning of the words **injury** and **damage** override the meaning of the words **injury** and **damage** under the General Section of your policy wording for this section only.



Personal Liability Section

Cover given

We will pay for

1. damages that you become legally liable to pay as compensation following injury or damage
2. emergency medical expenses that you have paid on behalf of a potential claimant as a result of injury up to the limit in the table of limits attached to your policy schedule
3. liability that you assume under a contract entered into with a security firm, garden service or pool maintenance company arising out of any wilful or negligent acts or omissions of employees of the security firm, garden service or pool maintenance company while undertaking any duties on your premises in terms of the contract resulting in injury or damage for which you are legally liable

that happens during the period of insurance.

Limits of indemnity

1. We will not pay more than the limit of indemnity stated in your policy schedule per occurrence.
2. The limit of indemnity includes costs and expenses
 - (a) recoverable by any claimant from you.
 - (b) that you incur with our written consent.



Personal Liability Section

3. On an occurrence that will result in a claim happening, we may choose to pay you the limit of indemnity less any costs that we have already paid or any lesser amount for which the claim or claims can be settled.

Exclusions

We will not indemnify you in respect of

1. liability assumed by you by agreement and which would not have attached in the absence of the agreement other than for security firms, garden services and pool maintenance companies as specifically noted in Cover given 3.
2. liability in respect of death or injury to any person who is a member of your household or was a member of your household at the time of the occurrence giving rise to the claim.
3. liability in respect of death or injury to any person employed by you or who was employed by you at the time of the occurrence giving rise to the claim if the liability is in respect of injury arising out of and in the course of their employment by you other than for liability to domestic helpers as specifically noted in Extensions to cover 3.
4. liability in respect of death or injury to any person who is a director, member, trustee or beneficiary or member of their household or any person who was a director, member, trustee or beneficiary or member of their household at the time of the occurrence giving rise to the claim, if you are a company, close corporation or trust.



Personal Liability Section

5. liability in respect of death, injury, loss or damage caused by or in connection with or arising from
 - (a) the ownership or occupation of any land or buildings other than the buildings and the land at the address in your policy schedule.
 - (b) spread of fire if your premises are outside of a municipal area.
 - (c) the use or ownership by you or a member of your household or your employee of aircraft, drones, motor cars, watercraft, golf carts, motorbikes, quad bikes, three-wheeled motorbikes, jet skis, wet bikes, water bikes, caravans, trailers or any other motorised vehicle.
 - (d) the use of any bicycle for racing of more than the limit in the table of limits attached to your policy schedule.
 - (e) the ownership or care and custody by you or a member of your household or an employee of any animal other than a domestic dog, cat, horse or bird.
 - (f) any profession or business of yours or a member of your households except as specifically insured by this section of your policy.
6. any punitive damages, fines, penalties, exemplary damages, vindictive damages, debt or breach of promise.
7. loss of or damage to property if the liability can be claimed by you under another policy.
8. liability as a result of environmental impairment, seepage or pollution unless the seepage or pollution is sudden and unforeseen.
9. liability as a result of any dishonest, fraudulent or malicious act of physical assault or seduction by you.



Personal Liability Section

10. liability arising out of any condition directly or indirectly caused by or associated with Human Immune Virus (HIV) or any communicable, contagious or infectious disease.
11. liability arising out of or in connection with any advice or treatment given by you or under your instruction other than life-saving first aid treatment.
12. any injury, damage or liability directly or indirectly caused by, related to, or in consequence of terrorism, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.
13. liability arising out of or in connection with a cyber incident.

Extensions to cover

1. Homeowner's liability

Subject to the exclusions, provisions and limit of indemnity of this section of your policy, we will indemnify you for all sums which you become legally liable to pay as owner of the premises at the address in your policy schedule caused by injury or damage happening on your premises but not for liability arising out of or incidental to your occupation or business.

2. Tenant's liability

We will indemnify you for all sums that you become legally liable to pay as a tenant of residential premises in the Republic of South Africa caused by the insured events covered by the Buildings Section of this policy.



Personal Liability Section

We will not pay for

- (a) damage
 - (i) caused by subsidence or landslip. This exclusion will not apply to the removal of land supporting the building by flowing surface water.
 - (ii) to the fittings in your bathrooms by chipping or scratching.
 - (iii) caused maliciously and deliberately by you.
- (b) liability arising out of or incidental to your occupation or business.

3. Liability to domestic helpers

We will indemnify you against

- (a) all sums up to the limit in the table of limits attached to your policy schedule that you become legally liable to pay as a result of injury to your domestic helpers arising out of the work they are employed to do but not for any occupational or industrial disease.
- (b) costs and expenses up to the limit in the table of limits attached to your policy schedule per occurrence and in any one year that you pay with our consent in defending yourself against criminal action brought against you because it is claimed that you contravened the Occupational Health and Safety Act No. 85 of 1993 (as amended).

We will not pay for any liability arising out of or incidental to your occupation or business.

4. Wrongful arrest

We will indemnify you up to the limit in the table of limits attached to your policy schedule per occurrence and in any one year for compensation or damages (including the cost and expenses of legal action) if you are accused of wrongfully arresting or frisking any person but not if that person is



Personal Liability Section

- (a) your employee or a person who is contracted to do work for you.
- (b) a person who is a member of your household.
- (c) a person who is a director, member, trustee or beneficiary or member of their household if you are a company, a closed corporation or a trust.

5. Identity theft

We will indemnify you up to the limit in the table of limits attached to your policy schedule per occurrence and in any one 12 month period for sums which you become legally liable to pay as a direct result of the theft of your identity following the loss or theft of any identity document.

6. Home business liability

Notwithstanding Exclusion 5 (f) and Extensions to cover 2 (b) of this section of the policy, we will indemnify you up to the limit in the table of limits attached to your policy schedule for an occurrence that happens in connection with the business on your premises during the period of insurance and that results in a claim first being made against you during the period of insurance.

We will also indemnify you for legal liability to third parties arising out of your actions or the actions of anyone employed by you or working under your direction happening at a client's premises provided that such liability is directly as a result of a business activity of your business.

We will not indemnify you for

- (a) loss or damage caused by or in connection with any goods or products, including containers, labels and instructions, sold, supplied, repaired or otherwise worked on by you or anyone employed by you or under your direction.



Personal Liability Section

- (b) loss or damage arising out of any activities directly related to any school, playschool, crèche or child-minding activity for which you receive payment or reward.
- (c) loss or damage arising out of a business that has premises anywhere other than the building in which you permanently live.

7. Liability for unattached trailers

We will pay up to the limit in the table of limits attached to your policy schedule for damages, including costs and expenses that you become legally liable to pay, because of injury to any person or damage to property arising from your trailer being left unattached to any motor car as long as there is no other insurance under which you could claim. We will not pay for any compensation provided by any motor vehicle insurance legislation or for injury to any person who is a member of your household or an employee or who was a member of your household or any employee at the time of the occurrence giving rise to the claim or any property belonging to you or in your care and custody.

8. Spreading of fire liability if your premises are outside of a municipal area

We will indemnify you for your legal liability to third parties up to the limit in the table of limits attached to your schedule as a result of the spreading of a fire from your premises but we will not pay for damages caused to plantations, forests or sugar cane.

We will only indemnify you if you have complied with all requirements contained in the National Veld and Forest Fire Act No. 101 of 1998 (as amended), irrespective of whether the fire is a veld fire or not.



Personal Liability Section

Provisions

Average

The Average clause in the General Section of your policy wording does not apply to this section of your policy.



Specific Definitions

Motor car means

- (a) motor cars, light delivery vehicles, 4X4 vehicles, minibuses and similar motor vehicles with a gross motor car mass of 3500kg or less and with seating for at the most 12 people including the driver
- (b) motorbikes, scooters, golf carts and quad bikes
- (c) caravans and trailers (including permanent fixtures and fittings) that are designed to be towed by a towing motor car

that **you** own or hire or lease under a financing or hire-purchase agreement, including any motor car that **you** use temporarily while **your** motor car is in for repair or service. The value of the replacement motor car may not be more than the sum insured in **your** policy schedule.

Retail value means the retail value obtained from a recognised independent source that establishes vehicle values from the motor industry for the month in which the **damage** occurred.

Written off means that **your motor car** is damaged and the assessed cost of repairs, in our opinion, is uneconomical to repair.

A member of **your household** means **you**, **your** life partner and any members of **your** or their family that reside with **you** or any person that has resided with **you** for a period in excess of 90 days.



How you may use your motor car (Description of Use)

You may use your motor car for social, domestic, pleasure, business and professional purposes, **but not** carrying of goods for business purposes, hiring or carrying of passengers for hire or reward or carrying of fare-paying passengers, commercial travelling, driving instruction for reward, racing, speed or other contests, rallies, trials, use on a racetrack whether an organised event or not, use on airport property anywhere other than in the parking or drop-off zone, use in the underground workings of any mine, or any purpose in connection with the motor trade except when in for repairs, service or overhaul.

Cover given

We will pay for

1. repair or replacement of your motor car if it is stolen or damaged (Comprehensive cover).

If within 1 year of you buying your motor car new, it is stolen and not recovered, or is written off, we will either replace your motor car with a new one, or pay you the current purchase price of a new motor car of the same or a similar model or the sum insured in your policy schedule, whichever is the lesser, less the first amount payable. If your motor car is older than 1 year, then we will pay you the retail value or sum insured in your policy schedule whichever is the lesser, less the first amount payable. We will not pay more than the sum insured in your policy schedule.



Motor Section

2. third party liability.

Third Party Liability is an amount that you become legally liable to pay directly as a result of the use or your ownership of your motor car in respect of accidental death of or injury to any person or accidental damage to property. We will only pay for costs and expenses that we have agreed in writing to pay including the cost of representation at an inquest or post mortem or for defence against criminal proceedings in a court of law. It is our choice how much we will pay for any cost or expense.

We will not pay more than the limit of indemnity in the table of limits attached to your policy schedule for any one event.

Exclusions

We will not pay for

1. depreciation in value even if it is as a result of repairs after a claim, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages.
2. damage to tyres caused by braking or road punctures, or cuts or bursts from any cause other than malicious damage or unless as part of a claim for accident damage to your motor car.
3. damage to the suspension or shock absorbers caused by uneven road surfaces unless as part of a claim for accident damage to your motor car.
4. detention, confiscation or requisition by customs or other officials or authorities.



Motor Section

5. injury to any passenger in or on a trailer or caravan or the unenclosed section of a light delivery motor vehicle (bakkie) or on the pillion of a motorbike, scooter, golf cart, three-wheeled bike or quad bike.
6. any compensation payable by any motor vehicle insurance legislation whether paid or not.
7. any claim because of a contract that you have entered into unless you would have been liable even if you had not entered into the contract.
8. liability as a result of seepage, pollution or environmental impairment unless the seepage or pollution is sudden and unforeseen.
9. death of or injury to any member of your household, an employee of yours or a co-insured, or who was at the time of the occurrence giving rise to a claim a member of your household, an employee or a co-insured.
10. any claim as a result of an event happening while your motor car is being driven or used
 - (a) other than in accordance with the description of use.
 - (b) by you or any person with your permission and knowledge who is not licensed to drive your motor car in terms of legislation applying to the territory in which your motor car is being used. If a licence is subject to renewal the driver must have held and not be disqualified from holding or obtaining such a licence. If your motor car is being driven by a learner driver who is obeying the laws that relate to learner drivers, then they will be regarded as being licensed to drive your motor car.



Motor Section

- (c) by you or any person with your permission and knowledge who is under the influence of intoxicating liquor or drugs or if the concentration of alcohol in your or their blood or breath is more than the statutory limit, however it is measured.
 - (d) to transport toxic waste, medical waste, explosives or hazardous goods except in compliance with the SABS standard specifications incorporated in chapter VIII of the National Road Traffic Act 93/1996 covering Dangerous Goods.
 - (e) to carry any load or passengers more than the capacity that the motor car is constructed or licensed to carry.
11. any claim caused by your motor car being in a condition that does not comply with the provisions and regulations of The Road Traffic Act of the Republic of South Africa or any similar legislation that applies in the area that you are driving your motor car in.
12. any claim if your motor car is reported stolen and then recovered and you refuse to lay a theft charge with the police or withdraw the theft charge.
13. liability to third parties if your motor car is on a public road and it is not registered or licensed to be on a public road.
14. any injury, damage or liability directly or indirectly caused by, related to, or in consequence of terrorism, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.



Extensions to cover

1. **Third party liability while you are driving a motor car not owned or leased by you**

We will pay for damage to third party property or injury to any person caused by you using or driving a motor car that you do not own and have not leased or hired under a financing or hire-purchase agreement that is not insured on any other insurance policy if there is a claim against you from a third party and you are found to be legally liable. We will not pay for damage to the motor car that you were driving.

2. **Other drivers**

We will pay for damage to your motor car and any third party claim against you for which you are found to be legally liable while your motor car is being used or driven by any person with your permission as long as that person is not able to claim from any other insurance policy, observes the terms of this policy as far as they can apply, and has not been refused any motor car insurance by ourselves or any other insurer.

3. **Damage while towing**

We will pay for damage while you are towing another motor car, (as well as liability in connection with the towed motor car), but not if you are towing the other motor car for reward. We will not pay for damage to the towed motor car, unless it is insured separately on this policy or for property in or on the towed motor car.

4. **Removing your motor car after an accident**

We will pay the reasonable cost of recovering and protecting your motor car and removing the debris and wreckage of your motor car to the nearest repairer after an event for which cover is given by this policy.



Motor Section

5. Delivery after repair

We will pay the reasonable cost of delivery of your repaired motor car to you at your permanent address in the Republic of South Africa after repair.

6. Injury causing death

We will pay the limit stated in the table of limits attached to your policy schedule if you are injured and die within 12 months of the day on which you are injured if the injury occurs as a result of a motor accident.

7. Locks and keys

We will pay you for costs necessarily and reasonably paid by you to repair or replace the locks on your motor car or replace the keys to your motor car after loss of or damage to locks or loss of the keys (including cardkeys and remote control devices) for your motor car up to the limit in the table of limits attached to your policy schedule.

8. Tools, spare parts and travel accessories

We will pay up to the limit in the table of limits attached to your policy schedule for loss of or damage to tools, spare parts and accessories like children's car seats, seat covers and rubber mats if they are lost or damaged in an event that we pay a claim for while they are in your motor car.

9. Emergency accommodation

We will pay the costs of emergency accommodation up to the limit in the table of limits attached to your policy schedule while your motor car is being repaired after an accident more than 150 kilometres from your premises.



10. Damage caused by vermin

We will pay up to the limit in the table of limits attached to your policy schedule in any one 12 month period of insurance for damage to your motor car, including the cost of cleaning of your motor car, caused directly by vermin as long as your motor car had been driven in the 6 months before the damage happened. We may ask for proof that the damage was caused by vermin and that your motor car had been driven in the 6 months before the damage happened.

11. Damage caused by potholes

We will pay up to the limit in the table of limits attached to your policy schedule for damage to your motor car, excluding damage to tyres, caused by your motor car hitting a pothole while being driven on a public, tarred road.

12. Tracking system

We will pay up to the limit stated in the table of limits attached to your policy schedule to install a tracking system in your new motor car, if you had a tracking system in your motor car which was written off or stolen and not recovered. As long as you have a valid contract with a tracking company for the motor car that was written off or stolen, all payments to the tracking company must be up to date at the time of the loss or damage and we must approve the installation before you proceed with it.



Provisions

1. Motor cars with outstanding loan agreements

If you bought your motor car on a hire-purchase or similar agreement then we will first pay the owner in terms of the agreement and any remaining amount to you, and you will then have no further claim against us.

2. Window glass

If there has been no other damage to your motor car we will pay for damage to window glass (including a sunroof) of the motor car without your claim free group being changed. You will have to pay the first amount payable as stated in your policy schedule, but if the glass is repaired and not replaced, then you will not have to pay any first amount payable.

3. Parts not easily available

If any part or accessory needed to repair your motor car is not available in the Republic of South Africa as a standard manufactured article, the most that we will pay is the value of the part at the time of loss or damage. In no case will we pay more than the manufacturer's listed price.

4. Motor car sound equipment

We will only pay up to the limit in the table of limits attached to your policy schedule (after we have taken off any first amount payable) for non-factory fitted car radios, tape players, record players or compact disc players unless the equipment is specified in your policy schedule.



Motor Section

5. Motor car sharing

If you accept reward for giving lifts to passengers as part of a motor car sharing agreement for social purposes or to or from work, we will not consider it to be excluded under the description of use exclusions as long as

- (a) the passengers are not being carried in the course of a passenger-carrying business.
- (b) the total reward that you receive does not involve any element of profit.

6. Driver's licences and traffic offences

You must advise us in writing immediately you are aware

- (a) that your driver's licence, or anyone that you allow to drive your motor car driver's licence, is endorsed suspended or cancelled.
- (b) that you, or anyone that you allow to drive your motor car is being charged with or has been convicted of negligent, reckless, drunken or improper driving.

7. Average

The Average clause in the General Section of your policy wording does not apply to this section of your policy.

8. Repairs and measures after damage or theft

After damage to or theft of your motor car you may authorise repairs up to the limit in the table of limits attached to your policy schedule, as long as an invoice is sent to us as soon as possible.



Motor Section

9. Security warranty (if stated in your policy schedule to apply)

If we require that a specific security device is fitted in your motor car then we will not pay a claim for theft or hijack of your motor car unless the device

- (a) is installed in your motor car and is in working order at the time of the theft or hijack.
- (b) is activated whenever there is no-one in your motor car.

If the device is a tracking device there must be a valid and paid up to date contract between yourself and the tracking company at the time of the theft or hijack of your motor car or we will not pay your claim.

You must report the theft or hijack of your motor car to the tracking company immediately unless you are prevented by injury from doing so.

10. Code 3 or SAPVIN cars

If your motor car is stolen and not recovered, or is written off, we will only pay up to 75% of the retail value of your motor car if your motor car is registered as a code 3 vehicle or if your motor car has SAPVIN numbers.

Additional cover that you may choose to take

1. Hire-purchase shortfall (if stated in your policy schedule to apply)

If any total loss payment for damage to or theft of your motor car is less than the amount owing on your hire-purchase or similar agreement, we will pay an additional amount to cover the shortfall less

- (a) any arrears instalments or rentals and the interest that you have to pay on the arrears.



Motor Section

- (b) all refunds of premium for cancellation of any insurance cover for the motor car.
- (c) the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled.
- (d) the first amount payable.

We will not pay

- (a) more than the sum insured on your motor car less the first amount payable.
- (b) if the hire-purchase or similar agreement is an agreement where the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10% from any other instalment.
- (c) if the shortfall is because of a re-advance under an instalment sale or refinancing in terms of a lease.

2. Car hire following the theft of or accident to your motor car (if stated in your policy schedule to apply)

If your motor car is stolen or damaged and requires repairs we will, as long as you agree to comply with the terms and conditions of the car hire company and sign documentation required by the car hire company, provide a motor car of our choice on an unlimited mileage basis. We will not pay for fuel, fuel deposits or lubricants or any collection or delivery costs.

We will only provide you with a motor car if

- (a) the order for the hire of the motor car from the car hire company is authorised by us.
- (b) the period of the hire stops on the day your motor car is returned to you after any repairs as a result of the theft or damage have been made, or the day on which the theft claim has been settled, or 30 days after the start of the period of hire, whichever is the sooner.



Motor Section

If the hired motor car is damaged or stolen during the period of hire, you will be responsible for the first amount payable as stated in the hire contract. You must pay the first amount payable to the car hire company.

We will not provide you with a hire motor car outside of the Republic of South Africa.

Limited cover

1. Fire or theft of your motor car and third party liability (if stated in your policy schedule to apply)

We will only pay for a claim for damage to your motor car if the damage was caused by fire, self-ignition, lightning, or explosion or by theft or attempted theft. We will not pay for loss of or damage to fitted car radios, CD players, tape decks or record players of any type unless they are stolen with your motor car.

2. Third party only (if stated in your policy schedule to apply)

We will only pay for liability to third parties and not for any damage to or theft of your motor car.



Personal Accident Section

Specific Definitions

You/Your/Yours means any person named in the personal accident section of your policy schedule.

Total disability means that **you** are totally unable to continue **your** usual occupation, profession or business as a direct result of an **injury**.

Temporary total disability means that **you** are totally unable to continue **your** usual occupation, profession or business for a period of more than 2 weeks but less than 104 weeks as a direct result of an **injury**.

Injury means bodily injury caused by accidental violent external and visible means that happens anywhere in the world and that

- (a) directly and independently of all other causes results in **your** death or **disability** within 12 months.
- (b) includes accidental death or injury as a result of exposure, starvation and thirst.

This meaning of the words **you** and **injury** overrides the meaning of the words **you** and **injury** under the General Section of your policy wording for this section only.



Personal Accident Section

Benefits given

1. If you are injured we will pay the percentage of compensation or amount as stated in the table of benefits to you or your estate.
2. We will not pay more than the death or permanent disability benefit, whichever is the higher, per accident or series of accidents from the same cause for any one insured person.
3. We will pay the death benefit if you disappear and after a year there is enough evidence to presume that you have died as a result of an injury. If it is later found that you have not died as a result of an injury then we must be refunded any amount that we have paid.
4. If you are younger than 18 years of age we will not pay more than the limit that is allowed to be paid for minors by current legislation at the time of your death or the benefit in the table of benefits whichever is the lesser amount.
5. If you have more than one accident policy underwritten by us, the benefits will be added together and we will not pay more than the limit in the table of limits attached to your policy schedule.
6. We will not pay more than the limit in the table of limits attached to your policy schedule for any one accident or series of accidents arising from the same cause for any individual insured.



Personal Accident Section

Exclusions

We will not pay the benefit for

1. injury
 - (a) that happens when you are older than 75 years of age or younger than of 15 years of age.
 - (b) if you are a professional sports person, member of the armed forces, police force or correctional services, or member of the crew on a ship or off shore drilling rig or a professional diver.
 - (c) caused by you being insane, under the influence of alcohol or drugs unless they were prescribed by and taken in accordance with the directions of, or administered by, a medical doctor other than yourself, committing suicide or any act intended to injure yourself, deliberately putting yourself in a position where you will endanger your life, sexually transmitted disease or any injury caused by childbirth.
 - (d) that happens while you are
 - (i) a crew member or technician on an aircraft or travelling in an aircraft not licensed to carry passengers.
 - (ii) engaged in underground mining or tunnelling or the manufacturing of ammunition or the refining of petroleum.
 - (iii) engaging in
 - (A) motor cycling or quad biking, whether as driver or passenger.
 - (B) racing or speed or endurance testing other than on foot.
 - (C) steeple chasing or polo.
 - (D) winter sports involving snow or ice.
 - (E) mountaineering needing the use of ropes.



Personal Accident Section

- (F) big game hunting.
 - (G) wrestling or boxing.
 - (H) scuba diving.
 - (I) hang-gliding, parachuting, bungi jumping, bridge jumping or sky diving.
 - (J) martial arts.
- (e) if it is caused solely by an existing physical defect or illness that you have.
 - (f) that happens while you are taking part in a riot or civil commotion or are committing any crime or illegal act.
2. temporary total disability for longer than 104 weeks or for less than 2 weeks.
 3. temporary total disability if you are not in active permanent employment at the date of loss.
 4. any injury, damage or liability directly or indirectly caused by, related to, or in consequence of terrorism, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

Extensions to cover

Return of your body

If you die while more than 150 kilometres from your permanent home, we will pay your estate up to the limit in the table of limits attached to your policy schedule to pay for the return of your body to the mortuary closest to your permanent home.



Provisions

1. Life support machinery

The 12 month period in the specific definitions will not include any period or periods where your death is delayed only by the use, for periods longer than 3 consecutive days, of life support machinery, equipment or apparatus.

2. Automatic termination of policy

This section of your policy will terminate on the date that we pay a benefit for death or permanent disability.

3. Average

The Average clause in the General Section of your policy wording does not apply to this section of your policy.

4. Medical examinations and post mortem

If to help us in assessing your claim, we ask you to have a medical examination that we pay for, you must have the examination. You must also have any treatment required after the examination. If you die we may need a post mortem to be done before we agree to pay the claim.



Personal Accident Section

Table of Benefits

Description of injury		% of compensation
1. Death		100%
2. Permanent disability		
(a)	If you lose one or both hands and feet	100%
(b)	If you lose sight in one or both eyes	100%
(c)	If you are totally unable to move	100%
(d)	If you are injured and totally disabled	100%
(e)	If you lose four fingers	70%
(f)	If you lose a thumb	25%
(g)	If you lose your finger	10% per finger
(h)	If you lose your toes	all toes 30%
		one toe 10% per toe to a maximum of 30%
(i)	If you lose your hearing	both ears 80%
		one ear 20%

If you lose the use of a part of your body then we will pay you as though you have lost that part of your body.

Where the injury is not specified, we will pay you a percentage of disability that we believe is consistent with the benefits above.

3. Temporary total disability	100% of weekly benefit per week
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Watercraft Section

Specific definitions

Watercraft means your watercraft, used for social and pleasure purposes only, described in your policy schedule and made up of the hull, superstructure, fittings, electrical machinery, engines, motors, dinghies, gear and radar equipment that would normally be sold with the watercraft as one unit.

Replacement value means the new replacement cost if **your watercraft** is less than 4 years old and the reasonable market value if **your watercraft** is more than 4 years old.

In commission means the period when your **watercraft** is available for immediate use.

Semi-rigid watercraft means a **watercraft** using pontoons, made of rubber or other material, which are inflated under pressure. The **watercraft** has a rigid hull.

Written off means that **your watercraft** is damaged and the assessed cost of repairs is more than 70% of the current replacement value including tax.

A member of **your household** means **you**, **your** life partner and any members of **your** or their family that reside with **you** or any person that has resided with **you** for a period in excess of 90 days.



Watercraft Section

Cover given

We will pay

1. for repair or replacement of your watercraft if it is stolen or damaged. Repair or replacement will be as close as possible to what your watercraft was like before the damage or theft but we may not be able to give you an identical replacement or repair. We will either repair your watercraft, pay the sum insured in your policy schedule, or the replacement value whichever is the lesser amount.
2. the amount that you are legally liable to pay directly as a result of the use or ownership of your watercraft for injury to any third party or damage to property belonging to a third party including the cost of raising or attempting to raise, removing or destroying the wreck of your watercraft after an accident. We will not pay more than the limit of indemnity per event in your policy schedule.

Exclusions

We will not pay for

1. theft of your watercraft if you leave it unattended unless it is on your premises inside a locked building or behind a wall with a locked gate, or at a recognised place of repair or service or at a recognised marina, and theft is accompanied by visible forcible and violent entry or exit or your watercraft is securely locked to an immovable fixed object.



Watercraft Section

2. theft of your outboard motor or damage caused by your motor dropping off or falling overboard unless it is securely locked or bolted to the hull of your watercraft.
3. costs and expenses as a result of wear and tear, depreciation, deterioration from use, latent defect, lack of maintenance, electrical or mechanical or electronic breakdown which includes breakdown caused by the intake of foreign matter into the cooling system.
4. damage to sails or protective covers split by the wind or blown away while set unless caused by damage to the spars or by the watercraft being stranded, sunk, burnt, on fire or in collision or contact with any external substance, including ice other than water.
5. damage to sails, masts, spars, standing or running rigging unless caused by your watercraft being stranded, sunk, burnt, on fire or in collision or contact with any external substance, including ice other than water.
6. the cost of replacing or repairing any part which needs to be replaced or repaired only because of a fault in design or construction or any cost or expense that increases the value of the watercraft or any alteration in design or construction.
7. theft of the watercraft from a dealer's premises if left there to sell.
8. damage caused by your watercraft being stranded, sunk, swamped, immersed or breaking adrift while you have left it moored or anchored unattended off an exposed beach or shore or river bank.



Watercraft Section

9. sheathing unless the damage has been caused by the watercraft being stranded, sunk, burnt, on fire or in collision or contact with any substance including ice other than water.
10. damage by fire or explosion to a watercraft fitted with inboard machinery, unless the watercraft is fitted with adequate hand held fire extinguishers.
11. damage to or theft of a sailboard if you leave it unattended while it is on a roof rack or the roof of any vehicle or on a trailer unless the vehicle or trailer is in a locked garage.
12. damage to a sailboard happening as a result of the roof rack falling off the vehicle or the fastenings breaking or coming undone, or the sailboard falling off the vehicle.
13. damage to the mast, wishbone or sails of a sailboard during use.
14. damage to or theft of Wave Jumpers, Trick boards or similar boards.
15. damage to semi-rigid watercraft for more than the cost of patching or repair of a tear or ripping of the fabric of pontoons or for damage caused by submerged objects unless we have agreed to give you the cover in writing.
16. any damage, liability or injury while your watercraft is
 - (a) chartered or hired out or carrying fare-paying passengers.
 - (b) being used for any purpose other than private and pleasure.
 - (c) being towed on water except when in need of assistance or for customary towage in connection with laying up, fitting out or repairs.



Watercraft Section

- (d) towing or salvaging another watercraft other than one in distress.
 - (e) taking part in any racing, speed tests or trials or being used for demonstration purposes.
 - (f) in the care and custody of any person who is not licensed in accordance with the local, regional or national legislation applicable to the use of watercraft.
 - (g) in ocean waters more than 50 nautical miles from the South African, Namibian or Mozambican shoreline.
 - (h) being towed by a motor car driven by you or any person with your consent and knowledge who is not licensed to drive the motor car or not licensed to tow a trailer in terms of legislation applying to the territory in which the motor car is being used.
 - (i) being used or towed by a motor car driven by you, or any person with your consent and knowledge, while under the influence of intoxicating liquor or drugs or while the concentration of alcohol in your or their blood or breath is more than the statutory limit however measured.
17. death of or injury to
- (a) fare-paying passengers.
 - (b) any person that is a member of your household or your employee or who was at the time of the event giving rise to a claim a member of the your household or your employee.
18. any liability, cost or expense arising out of the ownership or use of a Jet-ski, Water bike or Wet bike of more than the limit in the table of limits attached to your policy schedule.
19. liability as a result of seepage, pollution or environmental impairment unless the seepage or pollution is sudden and unforeseen.



Watercraft Section

20. any injury, damage or liability directly or indirectly caused by, related to, or in consequence of terrorism, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

Extensions to cover

1. Injury causing death

We will pay the limit stated in the table of limits attached to your policy schedule if you are injured and die within 12 months of the day on which you are injured if the injury occurs as a result of an accident to your watercraft.

2. Transport by road or rail

We will pay for damage to your watercraft while it is being transported by road or rail in the territorial limits and while being loaded onto or unloaded from the truck, trailer or train on which it is being transported. We will not pay your claim if the truck, trailer or train on which your watercraft is being transported has not been fitted to transport watercraft or if the watercraft has not been properly secured to the truck, trailer or train or if the truck or trailer is not in a roadworthy condition. We will not pay for the cost of repairing scratching, bruising or denting of your watercraft. This extension includes road accident damage to your trailer while being towed with or without your watercraft.



Provisions

1. Watercraft with outstanding loan agreements

If you bought your watercraft on a hire-purchase or similar agreement then we will first pay the owner in terms of the agreement and any remaining amount to you, and you will then have no further claim against us.

2. Replacement of gear and equipment

We may make deductions for new material replacing old after loss of or damage to sails, masts, spars, standing and running rigging, protective covers, batteries and outboard motors. We will not pay more than the sum insured for any item.

3. Pollution

Where your watercraft is damaged by an insured event and as a result becomes a pollution hazard or threat we will pay for any loss or damage to your watercraft caused by any government authority acting to prevent or minimize the pollution hazard or threat.

4. Duties as owner

You and all users of your watercraft will

- (a) take all reasonable steps to maintain your watercraft, outboard motors, trailers and other insured property in a proper state of repair, seaworthiness and roadworthiness.
- (b) exercise all due care and diligence in the crewing of your watercraft.
- (c) do everything reasonably possible to minimize or avert loss or damage.



Watercraft Section

We will pay for all charges and expenses reasonably and necessarily incurred by you after an event that could result in a claim in complying with (c) of this provision, as long as we do not pay more than the sum insured per event.

5. Launching through surf or used in ocean waters

When your watercraft is being launched through the surf or used in ocean waters it must be fitted with at least two motors in a workable and readily usable condition or we will not pay your claim.

6. Breach of law and regulation

You may not use your watercraft, or allow it to be used, in contravention of any law or regulation promulgated by any authority, including but not limited to Department of Transport regulations in terms of the Merchant Shipping Act 1951 as amended, in so far as they relate to pleasure craft.

7. Repairs and tenders

We will have the right to nominate the place of repair or repairing firm and may also take tenders or may require tenders to be taken for the repair of your watercraft. We will refund any additional expenses that you have as a result of these requirements.

8. Constructive total loss

In deciding if your watercraft is a constructive total loss the replacement value will be taken as the repaired value and the damage or break-up value of your watercraft or wreck will not be taken into account. No claim for constructive total loss based on the costs of recovery and/or repair of your watercraft will be paid unless that cost would be more than the replacement value.



Watercraft Section

9. Average

The Average clause in the General Section of your policy wording does not apply to this section of your policy.

10. Unrepaired damage

In no case will we pay for unrepaired damage along with a later total loss.

Additional cover that you may choose to take

Hire-purchase shortfall (if stated in your policy schedule to apply)

If any total loss payment for damage to your watercraft is less than the amount owing on your hire-purchase or similar agreement, we will pay an additional amount to cover the shortfall less

- (a) any arrears instalments or rentals and the interest that you have to pay on the arrears.
- (b) all refunds of premium for cancellation of any insurance cover for your watercraft.
- (c) the increased instalments or rentals that would have been paid had there be no residual capital value at the end of the finance period, calculated to the month in which the claim is settled.
- (d) the first amount payable.

We will not pay

- (a) more than the sum insured less the first amount payable.
- (b) if the hire-purchase or similar agreement is an agreement where the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10% from any other instalment.
- (c) if the shortfall is because of a re-advance under an instalment sale or refinancing in terms of a lease.



Drone Section

Specific definitions

Written off means that **your drone** is so badly damaged that it cannot be economically repaired.

A **Drone** means an unmanned aircraft that is piloted from a remote pilot station. The control box, ground control station and built-in cameras and sensors bought with **your drone** are insured as part of **your drone**. Any additional equipment such as, but not only, fitted cameras, sensors and monitoring equipment do not form part of **your drone** and must be separately insured.

In Flight means that **your drone** is switched on and moving under its own power or the rotors are in motion.

Private use means that **your drone** is being used for personal and private purposes only, where there is no payment or reward made to **you**, the owner, or the **pilot** of **your drone**. **Your drone** may not be hired out or used to carry any goods.

Pilot means the operator of **your drone**.

A member of **your household** means **you**, **your** life partner and any members of **your** or their family that reside with **you** or any person that has resided with **you** for a period in excess of 90 days.

Cyber attack means hacking that results in the theft of **your drone** or any personal information or any encryption of data or cyber bullying.

Take-off weight means the total weight of **your drone** including any equipment fitted to **your drone** or being carried by **your drone**.



How you may use your drone (Description of Use)

Your drone may be used for private use only. If your drone is being used for anything except **private use** then we will not pay your claim.

Cover given

We will pay for

1. **repair or replacement of your drone if it is stolen or damaged**

If your drone is stolen and not recovered, or is written off, we will either replace your drone with a new one, or pay you the current purchase price of a new drone of the same or a similar model or the sum insured in your policy schedule, whichever is the lesser, less the first amount payable. It is our choice whether we repair your drone or replace it.

2. **third party liability.**

Third Party Liability is an amount that you become legally liable to pay directly as a result of the use or your ownership of your drone in respect of accidental death of or injury to any person or accidental damage to property. We will only pay for costs and expenses that we have agreed in writing to pay including the cost of representation at an inquest or post mortem or for defence against criminal proceedings in a court of law. It is our choice how much we will pay for any cost or expense.

We will not pay more than the limit of indemnity in the table of limits attached to your policy schedule for any one event.



Exclusions

We will not pay for

1. depreciation in value even if it is as a result of repairs after a claim, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages.
2. damage to or loss, disappearance or theft of your drone
 - (a) while in flight unless there is a direct electronic point to point contact between the transmitter or the pilot station and the receiver on the airframe.
 - (b) while in flight if your drone is being operated within controlled, restricted or prohibited airspace.
 - (c) if it is flying more than 500 metres from the remote pilot station or below the height of the highest obstacle within 300 meters of the drone or if it cannot be seen by the pilot at the time of damage, loss, disappearance or theft.
 - (d) if your drone is being operated at night or in weather conditions which may obstruct the pilot or observer from maintaining direct visual contact with the drone.
 - (e) caused by electromagnetic interference or cyber attack.
3. detention, confiscation or requisition by customs or other officials or authorities.
4. damage happening while your drone is being cleaned, repaired, altered in any way, or restored, or any damage that is not sudden and unforeseen.
5. damage caused by birds while in flight.



Drone Section

6. more than the sum insured in your policy schedule for your drone (including the ground control station and control box) or the value of your drone at the time of the claim whichever is the lesser amount. You will have to give us satisfactory proof of the value of your drone.
7. loss, disappearance or theft of your drone from any motor car, caravan, trailer or small craft when left unattended unless the loss, disappearance or theft follows visible forcible or violent entry or unless the theft is immediately after an accident. We will not pay your claim unless your drone stolen was in the fully enclosed portion of the motor car, caravan, trailer or small craft and not able to be seen from the outside.
8. damage to any electronic equipment caused directly or indirectly by any computer virus, Trojan or worm(s) or other destructive media or any loss or corruption of data.
9. any damage or liability if your drone has been modified outside of the manufacturers specifications.
10. any damage or liability while your drone is being used to race or in any drone racing event or competition, an aerobatic display, formation or swarm fly or like activities, or is landing or taking off from a public road.
11. any claim because of a contract that you have entered into unless you would have been liable even if you had not entered into the contract.
12. liability as a result of seepage, pollution or environmental impairment unless the seepage or pollution is sudden and unforeseen.



Drone Section

13. liability in respect of death or bodily injury to or illness of any person who is the pilot or a member of your or their household or an employee or was the pilot or a member of your or their household or an employee at the time of the event that resulted in the claim.

14. any claim as a result of an event happening while your drone is being used or operated
 - (a) other than in accordance with the description of use.
 - (b) other than in compliance with the Civil Aviation Act (as amended) in as far as it applies to drones or any other air navigation orders or regulations.
 - (c) by you or any person with your permission and knowledge who is under the influence of intoxicating liquor or drugs or if the concentration of alcohol in your or their blood or breath is more than the statutory limit, however it is measured.
 - (d) to transport any goods or with a take-off weight of more than it is designed to carry or 7 kilograms, whichever is the lesser.
 - (e) other than in compliance with the specification and recommendations of the original equipment manufacturer.
 - (f) for any illegal purpose.
 - (g) indoors.

15. any claim if your drone is reported stolen and then recovered and you refuse to lay a theft charge with the police or withdraw the theft charge.

16. any damage or liability directly or indirectly caused by or in connection with
 - (a) vibration, sonic boom or noise whether you can hear the noise or not.
 - (b) pollution, contamination, environmental impairment or seepage unless as a direct result of your drone colliding or exploding in flight.



Drone Section

17. any damage or liability directly or indirectly caused by or in connection with a cyber attack or cyber liability of any kind or description.
18. any injury, damage or liability directly or indirectly caused by, related to, or in consequence of terrorism, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.
19. liability arising out of any breach of privacy laws, trespass or the misuse of data or the breach of data security.

Extensions to cover

Other pilots

We will pay for damage to your drone and any third party claim against you for which you are found to be legally liable while your drone is being used by any person with your permission as long as that person is not able to claim from any other insurance policy, observes the terms of this policy as far as they can apply, and is using your drone in compliance with the Civil Aviation Act (as amended) as it applies to remotely piloted aircraft systems and any other air navigation orders and regulations.

Provisions

1. Civil Aviation Act and Air Navigation orders and regulations

The operation of your drone is regulated by the South African Civil Aviation Authority. You must comply with any law, regulation or order including flight regulations, air navigation requirements and airworthiness orders and requirements. You must comply with the Civil Aviation Act as amended from time to time and specifically in



Drone Section

relation to the operation of remotely piloted aircraft systems. You must be in possession of all certification, licences and permits as required by the Civil Aviation Authority for you to pilot a drone.

It is a requirement that

- (a) your drone is airworthy at the start of each flight.
- (b) all required log books, maintenance and other records in connection with your drone are kept up to date and available for us to inspect.
- (c) your drone is flown safely and does not endanger the safety of any aircraft, person or property.
- (d) your drone is flown only in areas that it is permitted to be flown in.
- (e) you comply with the manufacturers recommendations and guidelines for operating, maintaining, storing and transporting your drone.

If you do not comply with any of the above requirements, we may reject your claim.

2. Disappearance

If your drone disappears during a flight and is not found within 14 days of the start of the flight then we will regard your drone as having been damaged beyond repair.

3. Parts not easily available

If any part or accessory needed to repair your drone is not available in the Republic of South Africa as a standard manufactured article, the most that we will pay is the value of the part at the time of loss or damage. In no case will we pay more than the manufacturer's listed price.



Drone Section

4. Average

The Average clause in the General Section of your policy wording does not apply to this section of your policy.

5. Dismantling after damage

You may not dismantle or start repairs to your drone unless we agree in writing that you may do so or unless you are instructed by the Civil Aviation Authority to do so.

Additional cover that you may choose to take

1. Cameras, sensors and monitoring equipment (if stated in your policy schedule to apply)

We will pay for specified camera equipment, sensors or monitoring equipment attached to your drone if they are stolen or damaged. We will not pay a claim as a result of the fogging of a camera lens. All the exclusions that apply to your drone apply to this additional cover that you have chosen to take. We will not pay more than the limit in the table of limits attached to your policy schedule for any one event.

Limited cover

Damage to your drone only (if stated in your policy schedule to apply)

We will only pay for damages to or theft of your drone. We will not pay for any third party liability. 2. third party liability of **Cover given** on page 72 of your policy wording is deleted.



General Section

General exclusions, exceptions, extensions and provisions that apply to all sections of your policy wording

These General exclusions, exceptions, extensions and provisions apply to all sections of your policy wording unless they are specifically overridden in any section for that section only.

If you comply with the terms and conditions in this policy and pay the premium to us on or before the due date then we will settle your claim for any item that is insured by this policy if it is lost, stolen or damaged by an insured event covered by this policy. It is up to us to decide if we will replace, repair or pay you in cash to settle your claim.

General exclusions and exceptions

1. SASRIA exclusion

We will not pay for

- (A) any loss or damage or expense of any nature directly or indirectly arising out of, related to, or caused by:
 - (i) civil commotion, labour disturbances, riot (political or non-political), strike (legal or illegal), lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing;
 - (ii) any act or activity of looting committed as part of the acts of riots (political and non-political), strikes (legal and illegal), lockout, public disorder, civil commotion, labour disturbance, xenophobia or Afrophobia acts;
 - (iii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;



General Section

- (iv) (a) mutiny, popular uprising, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
- (b) insurrection, rebellion, revolution, coup or coup d'etat;
- (v) any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;
- (vi) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof;
- (vii) any attempt to perform any act referred to in clause (v) or (vi) above;
- (viii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause A (i), (ii), (iii), (iv), (v), (vi) or (vii) above.

If the Company alleges that, by reason of clause A(i), (ii), (iii), (iv), (v), (vi), (vii) or (viii) of this exclusion, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the Insured.

- (B) This policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this policy applies.



General Section

2. Terrorism exclusion

Regardless of any extensions to this policy, we will not pay for loss of or damage to property or any expense directly or indirectly caused by, arising out of, or in connection with, any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

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

If we say that because of this exception, loss or damage is not covered by this policy then you must prove us wrong for us to pay your claim.

3. Nuclear exclusion

(A) We will not pay for

(i) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

(ii) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission.



General Section

- (B) We will not pay for any loss, destruction, damage or legal liability directly or indirectly caused by, or contributed to by, or arising from nuclear weapons material.

4. Total asbestos exclusion

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

5. Nuclear causes exclusion

This insurance does not cover legal liability, loss, damage, cost or expense (including consequential loss) caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

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

Definitions:

- “Nuclear material”** as defined in Nuclear Materials Act 1975.
- “Nuclear fission”** means a nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy.



General Section

“Nuclear fusion”	means a nuclear reaction in which atomic nuclei of low atomic number fuse to form a heavier nucleus with the release of energy.
“Nuclear radiation”	means the absorption of electromagnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.
“Nuclear waste”	as defined in Nuclear Materials Act 1975.
“Nuclear fuels”	means a substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy.
“Nuclear explosives”	means an explosion involving the release of energy by nuclear fission or fusion or both.
“Nuclear weapon”	means a nuclear device designed, used or usable for inflicting bodily harm or property damage.

6. Computer losses

General exception applying to all sections of this policy insuring damage to property or the consequences of damage to property or any liability.

Regardless of any other extensions to this policy, we will not pay for

- (a) loss or destruction of or damage to any property (including a computer) or any loss or expense;
- (b) any legal liability;
- (c) any consequential loss;

directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all



General Section

- (i) to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date, or
- (ii) to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such date, or
- (iii) to capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes, or
- (iv) to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any trojan horse, time or logic bomb or worm or any other destructive or disruptive code, media or programme or interference.

Special extension to computer losses general exception

- (A) Loss or destruction of or damage to the insured property by fire, explosion, lightning, earthquake, rain or storm is not excluded.
- (B) This special extension will not insure any loss, destruction, damage or consequential loss if it would not have been insured in the absence of this computer losses general exception and this special extension.

7. Cyber incident exclusion

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision which would otherwise override a general exception, this policy does not cover any legal liability, loss, damage, cost or expense whatsoever



General Section

directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to any extent contributed to by or in connection with a cyber incident.

For the purposes of this exclusion, any loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data will not be considered as physical loss or damage and is therefore, if directly caused by a cyber incident, not covered by this policy.

8. Communicable/contagious/infectious disease and epidemic/pandemic exclusion

We will not pay for any liability, loss, damage, illness, injury, disability or death or any cost or expense directly or indirectly arising out of or contributed to by, or resulting from any communicable / contagious / infectious disease whether transmitted directly or indirectly or any epidemic or pandemic (classified as such by the appropriate national or international body or agency), which leads to the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency and/or any travel advisory or warning being issued by a national or international body or agency or any fear or threat thereof, whether actual or perceived. If we say that because of this exclusion, the loss or damage is not covered by this policy, then you must prove us wrong or we will not pay your claim.

9. Sanctions exclusion

We will not pay a claim or provide any benefit to a party in any country outside the Republic of South Africa if paying the claim or providing the benefit will expose us to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or the German Republic.



General Section

10. Electricity grid failure exclusion

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exclusion, this policy does not cover any loss, damage (whether physical or financial), liability, claim, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any electricity grid failure.

11. General exclusions

We will not pay for

- (i) any loss, damage, injury or claim that you have agreed to because of a contract that you have entered into or because you have sold a possession and not confirmed with your bank that valid and legal payment has been made before giving the possession to the other person.
- (ii) consequential loss or damage, unless we specifically agree to pay for such loss or damage somewhere else in this policy.
- (iii) property that has been legally taken away from you or confiscated.
- (iv) damage caused by wear and tear, gradual deterioration, depreciation, electrical or mechanical breakdown, rust, corrosion, mildew, rot, rising damp, moth, vermin, your pets, insects, dyeing, cleaning or renovating of items.
- (v) any damage that is not sudden and unforeseen or that happens over a period of time.



General Section

General extensions to cover

Claims preparation costs

We extend the cover of each section of this policy to pay costs that you have in preparing your claim and getting together the information and documents that we ask for. We will only pay you up to the limit in the table of limits attached to your policy schedule for any one claim.

General provisions

1. Correct information

You need to always give us true and correct information. We decide whether to give you cover or not and what premium to charge based on the information that you give us so if that information is incorrect or not true and it would have affected any of our decisions, we will not pay your claim.

2. Changes after we have given you cover

If any of the information that you gave us changes in any way that would make a claim more likely to occur or would have affected any of our decisions then you must tell us immediately or we will not pay your claim. We may make changes to your policy, including changes to the premium that we charge you or the cover that we give you, by giving you 31 days' notice in writing of the change.

3. Other insurance

If you have any other insurance under which you can claim for the same event that you are claiming for under this policy, then we will only pay our portion of the claim and the balance must be claimed from the other insurer. If the item is more specifically insured on another policy then you must claim against the other policy.



General Section

4. Cancellation

You can cancel this policy or any section of it by giving us notice in writing. If we wish to cancel this policy or any section of it, we must give you 31 days' notice in writing and we must refund you any premium paid in advance for the rest of the insured time.

5. Continuing cover

You can choose whether you want to pay us monthly by debit order or annually in advance for the cover that you have taken under this policy. If you pay us monthly then the term of your policy is one month. If you pay us annually then the term of your policy is 12 months.

(a) If you pay by monthly debit order

You must pay your premium in advance and, if we do not receive it by the due date and you do not pay us during the 15 day grace period after the due date, we will re-submit your debit or we will re-debit on the next due date, and if the outstanding premium is not received when we re-submit your debit or re-debit, then this policy will be cancelled at midnight on the last day of the period of insurance that you did pay us for. If we re-debit and only one debit is met, the premium that we receive will be used to clear the oldest debt. If you have a claim after your debit has been unpaid and before we re-debit then you will have to pay us the outstanding premium before we can process your claim. If you cancel your debit order to us then your policy will be cancelled at midnight on the last day of the period that you did pay us for and no further debits will be called for. Due date will be the 1st working day of every month or as otherwise agreed in writing.



General Section

(b) If you pay an annual premium

If you pay your premium annually in advance then you must pay us before the due date or within 15 days of the due date for cover to remain in place. If you do not pay us before the due date or within the 15 days after the due date, then your policy will be cancelled from the due date.

If you have a claim in the 15 days after the due date but before you have paid us, then you will have to pay us the outstanding premium before we can process your claim.

Due date will be the 1st day of every annual period of insurance.

We will not have to accept premium given to us except in compliance with the terms above but we may choose to accept premium under other conditions. If we accept premium under conditions other than in compliance with the terms above, then it will be subject to you advising us in writing of any claims that you have outstanding at the time of you giving us the premium.

6. Preventing theft or damage

You must take all reasonable steps and precautions to prevent accidents, theft or damage including, but not only, complying with and adhering to all laws, regulations, rules and by-laws that are material to the risk whether the law, regulation, rule or by-law was in force at the date that your policy was issued or enacted at a later date. If you do not comply with this condition and you not complying is material to the claim, we may reject your claim.



General Section

7. Claims

- (a) If you have a loss which could result in a claim then you must, at your own expense
 - (i) advise us as soon as possible, but no more than 30 days after the event that has led to the claim, and give us details of any other insurance against which you could claim.
 - (ii) if the claim involves theft or a motor accident, report it to the police and do all that you can to help to find the guilty person and recover any stolen property.
 - (iii) fill in and send a claim form to us.
 - (iv) give us any proof, information or declarations that we require to help us to pay your claim and immediately send to us any notice of a claim or any communication, writ, summons or other legal process issued or commenced against you in connection with the event resulting in the claim. We may only ask you for information relevant to your claim.
- (b) We will not pay a claim more than 12 months after the event that caused the claim unless the claim is the subject of pending legal action or is a claim in respect of your legal liability to another person.
- (c) If we do not pay your claim you have 90 days from the date that we reject or avoid your claim to appeal to us in writing and a further 6 months to take legal action against us, or any other period that may be legislated from time to time. If you do not take legal action against us within this period you will lose your right to do so.
- (d) If any of the property that we paid a claim for is found then you must help us in any way possible to identify the property. We will pay any costs that you have as a result of helping us. If you refuse to help us when we ask you to then you will have to repay us any money that we paid out for the claim.



General Section

- (e) You may not make any statement, admission, offer, promise or payment or give any indemnity to any person without our agreement in writing that you do so.
- (f) You must be able to prove the ownership and value of any item claimed for.
- (g) If any of the information that you give to us regarding your claim or the circumstances of your claim is not true or not correct then we will not pay your claim.

8. Our rights after an event

- (a) After an event that could or has led to a claim against this policy, we and anyone that we appoint may, without implying or agreeing that we will pay the claim or prejudicing our right to rely on any conditions of this policy,
 - (i) take, enter or keep possession of any damaged property and deal with it in a reasonable manner. This condition allows us to do so. You are not allowed to abandon your property to us even if we have taken it as said here.
 - (ii) take over and conduct in your name the defence or settlement of any claim and prosecute in your name for our benefit. We will be able to negotiate settlement in any way we wish.
- (b) You will, at our expense, help us and allow us to do anything necessary or reasonably needed by us to enforce any rights which would be or have been subrogated to us because we are indemnifying you.
- (c) If there is a claim against you by another person we can chose to pay the limit of indemnity (sum insured) to you and we will then not have to pay any further claim from that event.
- (d) We can, at our option, repair, replace, reinstate or pay you cash for the property lost or damaged. We will never pay you or anyone who replaces or repairs your property more than the sum insured or limit of indemnity for that item or event.



General Section

9. Fraud

If any claim, or any part of any claim, is fraudulent or if you or anyone else on your behalf uses any fraudulent means or devices to benefit under this policy or if the loss is because of a deliberate act on your part or if you helped anyone to cause the loss then we will not pay your claim and your policy will immediately be cancelled and you will be refunded any premium paid in advance for the rest of the insured time.

10. Non-compliance

If you do not comply with any of the terms, conditions or warranties of this policy (including but not limited to security requirements) or if you misrepresent any material information we will not pay your claim. The conditions of this policy apply individually to each of the risks insured so that any breach will result in only the risk that was breached being voided.

11. Only you have rights

Only you have rights under this policy. If any other person has a claim against the policy then you must claim on their behalf. Once we have paid you, the claim will be regarded as settled.

12. Insurable interest and proof of value

At the time of an event that results in a claim you must be able to prove ownership, or possession in terms of a credit agreement, or a hire-purchase agreement, of the item that you are claiming for, or a financial loss as a result of the event, for us to pay your claim. You must also be able to prove the value of the item claimed for or we will not pay your claim.



General Section

13. Upfront payment

If there are delays in finalising your claim we can, at our option, pay you an interim amount which we will then subtract from the final amount of the claim paid to or for you. By paying you an interim amount, we will not be agreeing to pay your claim or admitting any liability.

14. First amount payable

If a first amount payable applies to a claim then we will pay you less this amount. You can find the first amount payable in each section of your policy schedule.

15. Average clause

You need to insure your property for the total cost of replacing it as new. If you insure your property for an amount less than the total replacement cost then we will only pay your claim proportionately. For example if the total replacement cost is R1 000 000 and you insure your property for R500 000, we will only pay 50% of your claim because you will only have paid us 50% of the premium that we would have charged for R1 000 000 of cover.

16. Liability under more than one section

You can only claim once under one section for damage, theft or liability even if the damage, theft or liability could be claimed under more than one section. You must claim under the section where it is most specifically insured.



General Section

17. Meaning of words

Your policy schedule, any endorsements and this policy wording must be read together and any word or expression to which a specific meaning has been given will have that same meaning wherever it is used.

18. Sums insured blank

If, in your policy schedule attaching to this policy or in the table of limits attached to your policy schedule, the sum insured, limit of indemnity or compensation is

- (a) left blank or has no monetary amount
- (b) reflected as nil or not applicable or not covered or no indemnity extended

this means that insured event or circumstance shown in your policy schedule is not insured by this policy.

19. Use of your personal information

When you enter into this policy you will be giving us your personal information that may be protected by data protection legislation, including but not only, the Protection of Personal Information Act, 2013 (“POPI”). We will take all reasonable steps to protect your personal information.

In order to provide you with our insurances services, we need to

- (a) process your personal information to
 - (i) communicate information to you that you ask us for.
 - (ii) provide you with insurance services.
 - (iii) verify the information you have given us against any source or database.
 - (iv) compile non-personal statistical information about you.



General Section

- (v) comply with any legal obligation.
- (vi) comply with any audit or record keeping purposes.
- (b) transmit your personal information to any affiliate, subsidiary or re-insurer so that we can provide insurance services to you and to enable us to further our legitimate interests including statistical analysis, re-insurance and credit control.
- (c) transmit your personal information to any third party service provider, that we may appoint to perform functions relating to your policy on our behalf.

You are required to take all reasonable steps and precautions to prevent unlawful access to your personal information. This includes, but is not limited to, safeguarding your account information, using secure and complex passwords, and notifying us immediately of any suspected security breaches or unauthorised access to your information.

You acknowledge your responsibility to provide accurate and updated personal information and to inform us of any changes to your personal information in a timely manner. We will not be liable for any loss, damage or claim arising from your failure to comply with this requirement or from your failure to take the necessary precautions to protect your personal information.

We will not be liable for any loss, damage or claim that arises due to circumstances beyond our reasonable control. We will not be liable for indirect or consequential damages or losses that arise from the processing of personal information under this policy. This limitation of liability does not exclude or limit our liability to the extent that it is not permissible under law.

This clause will remain in force even if your policy is cancelled or has lapsed.



20. Territorial Limits

Unless we state otherwise in any section or sub-section of this policy wording for that section or sub-section only, we will only pay claims if the event that causes the claim happens in the Republic of South Africa, Lesotho, Eswatini, Botswana, Namibia, Zimbabwe, Zambia, Malawi, Angola or Mozambique.

21. Repatriation

We will only pay the cost of bringing a motor car or any other property damaged outside of the Republic of South Africa back to the Republic of South Africa up to the amount in the table of limits attached to your policy schedule.

22. Jurisdiction

This policy will be subject to the Laws and Statutes that apply in the Republic of South Africa and we will only abide by judgments first delivered by or obtained from a court of competent jurisdiction within the Republic of South Africa.



Disclosure Notice

This notice does not form part of the Insurance Contract (Policy) or any other document. It does however contain valuable information.

Introduction

The FAIS (Financial Advisory and Intermediary Services) Act (Act 37 of 2002) has been introduced to protect consumer rights and makes provision for

- registration of brokers referred to as Financial Service Providers (FSP) who must comply with certain requirements such as academic qualifications and experience. The FSP must also comply with fit and proper requirements referring to honesty, competency and solvency.
- the disclosure to you as the client of material information regarding
 - details of the product supplier (Insurer).
 - details of the FSP.
 - details of the financial service.
- your rights to lodge a complaint and seek resolution thereof through the FAIS Ombud offices.

The Insurer Disclosure

Name: Infiniti Insurance Limited
Physical Address: Block F, Upper Grayston Office Park,
152 Ann Crescent, Strathavon, Sandton
Postal Address: PO Box 23, Strathavon, 2031
Telephone: 011 718 1200

FAIS Licence Information

Services: Advice and Intermediary
Categories: Personal and Commercial non-life insurance
FSP Number: 35914
Email address: compliance@infinitiafrica.com



Disclosure Notice

Complaints: Please direct your complaint to the above address or by email to complaints@infinitiafrica.com. Should you wish to receive a copy of our complaints procedure please send your request to the above email address.

Professional Indemnity: Our Professional Indemnity policy is underwritten by Brit Insurance, Antares and Vibe Syndicate of Lloyd's Limited and Sintelum (Pty) Ltd.

WE ARE AUTHORISED IN TERMS OF A BINDER AGREEMENT TO ISSUE SASRIA COUPONS ON BEHALF OF SASRIA.

Your Policy

Type of Policy: Personal Lines

Premium: Premium is the amount you pay us for the cover under the policy. The premium payable and frequency is reflected in your policy schedule or endorsement.

The premium is payable before inception or renewal of the policy, subject to a 15 day period of grace. Non-payment of the premium will result in contractual lapsing of the policy.

Please ensure that your FSP has explained the consequences of non-payment of premium to you.

Fees: Any fees payable by you to the FSP are separately disclosed in your policy schedule. Your FSP must tell you what the fee is being charged for and you have to specifically agree that the fee be charged. You have the right to decline the service and not pay the fee.



Disclosure Notice

Binder Fees:	Any binder fee payable to the FSP by us is separately disclosed in your policy schedule.
Commission:	Any commission payable to the FSP by us is separately disclosed in your policy schedule.

Complaints Resolution Procedure

Summary

The objective of the complaints procedure is to set out the steps that enable you to approach the FAIS Ombud for determination on a complaint, other than a claim's complaint, where the complaint constitutes a monetary claim up to R 800 000, without incurring legal expenses.

What is a complaint?

A complaint can only arise if

- Infiniti Insurance Limited or its representative contravened or failed to comply with a provision of the Act and as a result you have or are likely to suffer financial prejudice.
- we or our representative wilfully or negligently rendered a financial service which caused or is likely to cause financial prejudice.
- we treated you unfairly.

How do you lodge a complaint?

Inform Infiniti Insurance Limited in writing that you have a complaint and if possible complete our client complaint form.

What happens after this?

- We have 3 weeks to acknowledge receipt of the complaint if we cannot resolve the complaint in that period.
- We must resolve the complaint within 6 weeks.



Disclosure Notice

What other rights do you have?

If after 6 weeks we have not resolved the complaint or the complaint has not been resolved to your satisfaction you may approach the FAIS Ombud within 6 months of the resolution by Infiniti Insurance Limited. You must complete a complaints registration form that you can download from the FAIS Ombud website.

FAIS Ombudsman contact details

Physical Address: Menlyn Central Office Building, 125 Dallas Avenue, Waterkloof Glen, Pretoria, 0010
Postal Address: PO Box 74571, Lynnwood Ridge, 0040

Customer Contact Division

Telephone: 0860FAISOM (0860324766)
012 762 5000
Fax: 012 470 9097
Email address: info@faisombud.co.za
Website: www.faisombud.co.za

A FULL COPY OF OUR COMPLAINT RESOLUTION POLICY AND PROCEDURES IS AVAILABLE FROM OUR OFFICES

Fraud or Irregularity Reporting Procedure

Confidential reporting of concerns, shortcomings or potential non-compliance in respect of our policies or legal or regulatory obligations, or any ethical considerations or suspicions or irregular activities may be reported to Infiniti Insurance Limited and marked for the attention of the Chief Risk Officer.



Disclosure Notice

Chief Risk Officer contact details

Postal Address: PO Box 23, Strathavon, 2031
Email Address: irregularityreporting@infinitiafrica.com

Your rights to information

You have a right to request and receive information regarding the terms and conditions of your policy including the premium charged and the cover given.

You also have the right to request and receive copies of any documentation completed and signed by you and any recordings made of telephonic disclosures made by you.

Compliance Officer details

Name: Peet Pieterse
(Officer Number 6897)

Telephone: 011 718 1200

Postal Address: PO Box 23, Strathavon, 2031

Email Address: compliance@infinitiafrica.com

Your Intermediary: Also referred to as your broker or Financial Service Provider (FSP). The name of your broker is reflected in your policy schedule.

Legal Status: Your broker is authorised by us in terms of an agency agreement to render advisory and intermediary services with regard to our financial products in the categories they are licensed for. Your broker is not a representative of Infiniti Insurance Limited and Infiniti Insurance Limited accepts no responsibility for their actions. Your broker has to disclose to you whether they have professional indemnity insurance or not.



Disclosure Notice

Claims Procedure

On the happening of any event, which may result in a claim under your policy, please notify your broker.

If you are dissatisfied with the way your claim has been handled please contact Infiniti Insurance Limited.

Physical Address: Block F, Upper Grayston Office Park,
 152 Ann Crescent, Strathavon, Sandton

Postal Address: PO Box 23, Strathavon, 2031

Telephone: 011 718 1200

If you are still dissatisfied with the way your claim has been handled please contact The National Financial Ombud Scheme to review your claim.

National Financial Ombud Scheme contact details

Portal: www.nfosa.co.za

Email Address: info@nfosa.co.za

Share Call: 0860 800 900

WhatsApp: 066 473 0157



Company Registration number: 2005/029823/06

An Insurer licensed to conduct Non-Life insurance
business and an Authorised Financial Services Provider

FSP Number 35914

www.infinitiafrica.com

May 2024