

**executive**

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Personal Insurance Policy

Hollard.

The Hollard Insurance Co. Ltd (Reg No 1952/003004/06) is an authorised Financial Services Provider



## Hollard Executive Policy Wording

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## Section A – General Definitions

### What does that mean?

<b>Asbestos</b>	Asbestos, asbestos fibres, any product derived from asbestos and any product or material containing asbestos or asbestos fibres, in whichever form or quantity.
<b>Average</b>	<p>When you claim for loss or damage to a building or its contents, and the reasonable cost of repairing or replacing the building or the contents (including any demolition costs and professional fees for architectural or other necessary professional services) amounts to more than the sum insured as stated in your schedule, you will share in the loss in proportion to the amount by which your property is underinsured and you will be responsible for the underinsured portion of the loss. The average clause applies to each item under each applicable section separately.</p> <p>For example, if the reasonable cost of replacing your property is 15% (fifteen percent) more than the insured amount, you will be responsible for that 15% (fifteen percent) of each and every claim yourself.</p> <p>Example: If you insure your building for R1 000 000 and the replacement value is R1 500 000, and you have a claim for R250 000, your claims settlement will be calculated as follows:</p> $\text{Settlement} = \frac{\text{Sum insured}}{\text{Replacement Value}} \times \text{Claim}$ $\frac{R1\,000\,000}{R1\,500\,000} \times R250\,000 = R166\,666.66$ <p>Average does not apply to the Motor, Motorcycle, Caravan and Trailer, Personal Accident, Personal Liability or En Route Section.</p>
<b>Bodily injury</b>	Physical harm, psychiatric shock or death that is accidental, sudden and caused by visible and external means. This includes inhaling gases.
<b>Broker</b>	The person or company acting on your behalf that may administer and or maintain the policy, communicate and be your contact between Hollard and you, for the submission of your claims, for changes to the policy details and any other related matters.
<b>Business</b>	Any professional activity that you undertake for financial gain at the address stated in your schedule.
<b>Business use</b>	<p>Used in the type of profession or occupation stated in your insurance proposal form and for which you earn a salary, a wage, other income or financial gain. If the use of the vehicle is stated as business in your schedule, the vehicle may be used for:</p> <ol style="list-style-type: none"> <li>domestic and social purposes</li> <li>journeys between your home and permanent place of business or work</li> <li>use in conducting your business.</li> </ol>

<b>Car/Motor vehicle</b>	<p>Any self-propelled motor vehicle and its permanently fitted accessories or spare parts, registered in the Republic of South Africa and which is a:</p> <ul style="list-style-type: none"> <li>a) sedan, station wagon, 4x4 vehicle, 4x2 vehicle, multipurpose (MPV) or sports utility (SUV) vehicle, licensed to carry passengers not exceeding in total 10 (ten) persons, including the driver;</li> <li>b) light delivery vehicle (LDV), not exceeding 3 500 (three thousand five hundred) kilograms GVM (Gross Vehicle Mass);</li> <li>c) light delivery vehicle known as double-cabs with a carrying capacity not exceeding 5 (five) persons carried in the cab area designed to carry the driver and passengers;</li> <li>d) motorcycle including three-wheeled and quad bikes.</li> </ul>
<b>Caravan</b>	<p>A vehicle which is not self-propelled and which is designed to be towed by a self-propelled vehicle.</p>
<b>Commercial travelling</b>	<p>Extensive travelling connected with your business or work, including travelling to sell the product and/or services associated with your business or work.</p>
<b>Claim preparation costs</b>	<p>Reasonable costs that you incur in obtaining and officially confirming any particulars or details Hollard may require or to prove the amount of any claim.</p>
<b>Domestic employee</b>	<p>Domestic staff, au pairs, nannies, gardeners or labourers whom you employ and who carry out domestic duties at the address stated in your schedule.</p>
<b>Endorsement</b>	<p>A change to the standard terms of the policy which is noted in writing as an amendment to your schedule.</p>
<b>Event</b>	<p>An occurrence or series of occurrences that results from a single cause, and for which Hollard will cover you under this policy.</p>
<b>Excess</b>	<p>The first amount for which you are not insured. Hollard will not be legally responsible for paying this amount when they settle your claim.</p>
<b>We/Insurer/Hollard</b>	<p>The Hollard Insurance Company Limited, Registration number 1952/003004/06, FSP number 17698. Hollard is a short-term insurer registered in terms of the Short-term Insurance Act 53 of 1998 and licensed in terms of the Financial Advisory and Intermediary Services Act 37 of 2002.</p>
<b>Licence</b>	<p>A valid and current driver's licence that complies with the laws of the specific country in which the vehicle is being used at the time of any loss or damage. A person who is learning to drive must comply with the laws applicable to learner drivers and must be issued with a valid learner's permit.</p>
<b>Light delivery vehicle</b>	<p>A delivery vehicle (including a panel van or double-cab vehicle) that does not weigh more than 3 500 (three thousand five hundred) kilograms.</p>
<b>Loss or damage</b>	<p>Physical damage to or loss of your property as a result of an accident or theft that is sudden and unexpected and does not include wear and tear or reduction in value due to the passing of time.</p>

<b>Non-standard construction</b>	Buildings not constructed from brick, stone or concrete, with a roof made of tiles, concrete, asbestos, or metal.
<b>Personal belongings</b>	Property that you own and which you normally wear or carry on your person for your own use or for which you are legally responsible, including equipment for sports, hobbies and household goods temporarily removed from the insured address.
<b>Policy holder</b>	The policy holder is any individual whose name appears in your schedule, his/her cohabitating partner or spouse and directly related family members who live permanently with the policy holder at the insured address.
<b>Private use</b>	If the use described in the schedule is private use, it may be used for social and domestic purposes only, including emergency travel to your place of work and back.
<b>Private and work use</b>	If the use of the vehicle is stated in your schedule as private and work, the vehicle may be used for social and domestic purposes, for journeys between your home and permanent place of work.
<b>Period of insurance</b>	The time period for which this insurance policy is in force as stated in your schedule, during which time you must meet all the requirements stated in your policy.
<b>Retail value</b>	The reasonable retail value of the insured vehicle, which will be determined by consulting the Auto Dealers' Guide prepared by TransUnion Auto Information Solutions (Pty) Limited and other vehicle sales price information publications for the month in which the loss or damage occurred.
<b>Sasria</b>	South African Special Risks Insurance Association Limited, Registration number 1979/00287/06.
<b>Schedule</b>	The part of the policy that lists the detail of the cover chosen under the policy, including your current details, the period of insurance, a description of the insured property, any optional extensions that may apply, the sum insured for which you and your property are insured, your excesses and any endorsements which have the effect of changing the standard policy wording. The schedule is read together with your proposal for insurance and the policy wording and any endorsements which may apply.
<b>Specified vehicle accessories</b>	The retail value of your vehicle includes factory fitted accessories. Any additional accessories fitted to the insured vehicle, are only covered under this policy if stated in your schedule and for which you pay an additional premium.
<b>Standard construction</b>	Buildings constructed from brick, stone or concrete, with a roof made of tiles, concrete, asbestos, or metal.
<b>Sum insured</b>	The limit of cover Hollard offers you, or the value of insurance as stated in your schedule to which you and Hollard have mutually agreed.

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<b>Territorial limits</b>	<p>The cover within this policy is valid within the territorial limits of South Africa, as well as the following countries: Botswana, Lesotho, Namibia, Swaziland, Malawi, Mozambique, Zambia and Zimbabwe. We may agree to extend the territorial limits on our terms.</p> <p>The maximum liability/loss under this policy excluding the Republic of South Africa, Namibia and Mozambique in respect of any claims under the Buildings or House contents sections of the policy is limited to 10% (ten percent) of the policy sum insured or the amount stated in the excess and cover limits, whichever is the lesser.</p>
<b>Terrorism</b>	<p>An act or acts undertaken for political, religious, ethical or similar purposes in which a person or group of people with a similar set of beliefs, acting either on their own or on behalf of or in connection with an organisation or government, use force or violence and/or threaten to use force or violence to influence a government and/or to frighten the public or a sector of the public.</p>
<b>Trailer</b>	<p>A vehicle (other than a caravan) which is not a self-propelled and which is made to be towed by a self-propelled vehicle.</p>
<b>Vehicle sharing</b>	<p>Carrying passengers for social reasons and travelling to and from work in vehicles that are not registered or licensed to carry passengers for profit. Although expenses may be shared on fuel and maintenance of the vehicle only, this must not be used for the purpose of making a profit.</p>
<b>Vehicle</b>	<p>Any car, light delivery vehicle, motorcycle, trailer or caravan described in your schedule, including the standard tools, factory fitted accessories and spare parts in it or on it, as well as extra specified accessories and parts of the vehicle while these are fitted to it.</p>

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## Section B – General Conditions

**The general conditions below apply to all sections of your policy** unless amended by a General Exclusion, General Exception, Specific Condition or Specific Exception in any section or by an endorsement to the Policy. **You must comply strictly with these conditions. If you do not, Hollard may refuse to cover your claim and/or reclaim any benefit already paid to you and will be entitled to void your policy and pay back premium or cancel your policy.**

### 1. What the policy consists of and how to read it

Your insurance policy consists of the proposal form you completed, your schedule, any endorsements on the schedule and the policy wording. You must read these documents together as one document.

### 2. Conditions of cover

Hollard will cover you for events that take place during the period of insurance, subject to any exclusions listed in the insurance agreement, provided that:

- a) you met all the terms, conditions and requirements of insurance as listed in the policy wording;
- b) you or your broker have paid your premium to Hollard by the due date; and
- c) you paid any excess amount stated in your schedule.

### 3. Claims that involve two or more people

If two or more people can claim under your policy, Hollard will cover each person separately to the value of his/her interest in the property concerned.

Any personal liability that arises against two or more people covered under your policy will be treated as though each person has a separate policy, provided that the total combined cover to the parties will not exceed the amount for which you are insured as stated in your schedule.

### 4. Consent to information sharing

It is necessary for insurance companies to share information in order to underwrite policies fairly and lower the number of fraudulent claims.

In view of the above, you or any person you may represent hereby:

- a) accept that it is in the public interest for Insurers to share insurance information;
- b) waive your rights to keep your policy, claims and credit information private;
- c) accept that any information provided to Hollard may be stored in a shared database and used by other insurance companies as explained above;
- d) consent to such information being shared with other entities including but not limited to the insurance company and/or reinsurance company or its agent, loss adjustors, investigators, credit agencies, industry bodies, service providers, etc.;
- e) accept that this information may be checked against other legal sources or databases.

### 5. Claims Hollard will not cover

Hollard will not cover you for any loss, damage or injury:

- a) that you or any person acting on your behalf causes deliberately, or
- b) that results from any involvement in unlawful activities, or
- c) for any claim which is in any respect fraudulent this includes exaggeration of claims.

You will lose all benefits in respect of this policy from the date of the loss, damage or injury.



## 6. Procedures to follow when making a claim

If you suffer any loss, damage or injury for which you would like to claim, you must follow the procedures below:

- a) Notify your broker or Hollard of the potential claim as soon as you become aware of the event or loss.
- b) Provide details of any other insurance that may also cover the event or loss.
- c) Report any claim involving any of the following to the police as soon as possible after the event or loss:
  - (i) bodily injury, theft or any criminal act;
  - (ii) a motor accident;
  - (iii) loss of property.
- d) Take all reasonable steps to identify and determine the whereabouts of the guilty party and to recover the stolen or lost property.
- e) Submit the full details of your claim to your broker or Hollard in writing as soon as possible but no later than 30 (thirty) days after you become aware of the event or loss.
- f) Do not respond to any letter, claim or other legal process instituted against you in connection with any insured event. You must submit these documents to your broker or Hollard as soon as you receive them. Failure to do so will result in Hollard declining your claim.
- g) Give Hollard upon request any proof, information and sworn declarations which Hollard may require or which are necessary to assess your claim.
- h) You must provide Hollard with proof of ownership and value of any item(s) for which you are claiming. If any items (i.e. jewellery, watches, valuable carpets, art or electronic equipment) bought outside of South Africa and brought into the country, is lost or damaged, you must provide Hollard with a South African Revenue Service customs declaration.
- i) In approving your claim, We may decide to repair, replace, reinstate or pay in cash or any combination of these, limited always to the Sum Insured or Limit of Indemnity stated in the schedule and subject to deduction of the first amount payable. Should Hollard choose to pay in cash or replace, Hollard would be entitled to the salvaged item that has been damaged or recovered.
- j) You must give Hollard proof that the driver of any vehicle was in possession of a valid driver's licence (to your knowledge and consent) in terms of the National Road Traffic Act 93 of 1996, or any replacement or similar applicable statute, or alternatively that the driver was in possession of a learner driver's licence and was complying with the laws relating to learner drivers at the time of the occurrence giving rise to any claim.

## 7. Helping to identify found or recovered property

If Hollard has settled your claim and your property is later found and/or recovered, you must assist Hollard to identify the property. Hollard will pay the reasonable costs that you may incur in order to assist in identifying the property.

## 8. Time limits on claims and rejected claims

No claim will be paid more than 12 (twelve) months after an event unless Hollard agrees in writing to extend this period, or if the claim forms part of pending legal action, or if the claim is in respect of your personal liability to a third party.

If Hollard rejects your claim, you have 90 (ninety) days in which to submit a written objection or to make further submissions to Hollard.

Thereafter you will have a further 6 (six) months in which to institute legal proceedings against Hollard, after the expiry of the initial 90 (ninety days).

## 9. Legal proceedings

Hollard has sole discretion in deciding how or whether to proceed with the institution of any legal action for the recovery of your property or settlement of your claim, and no action may be taken without Hollard's prior consent in writing. Neither you nor your representative may admit to any blame or take responsibility or make any offer, promise or payment in relation to any aspect of any event which may result in a claim under this policy.

## 10. Complaints

Any query or complaint you may have regarding your policy or a claim submitted under your policy may be addressed to:

The Hollard Insurance Company Limited  
PO Box 87419  
Houghton  
2041  
Telephone number: 011 351 5000  
Fax number: 011 351 0691  
e-mail address: hbmcomplaints@hollard.co.za  
Website: www.hollard.co.za

If any complaint was not dealt with to your satisfaction, you can contact:

The Ombudsman for Short-term Insurance:  
PO Box 32334  
Braamfontein  
2017  
Telephone number: 011 726 8900  
Fax number: 011 726 5501  
e-mail address: info@osti.co.za  
Website: www.osti.co.za

## 11. Overlapping or duplicated cover

If an event occurs and there is overlapping or duplicated cover under different sections of your policy for the same loss, damage or liability, you must decide under which section you will submit the claim. You may not submit separate claims under different sections of the policy for the same event.

## 12. Notify Hollard of other insurance

If an event occurs for which you have any other existing insurance which provides cover for the same loss, damage or legal liability, then you must give Hollard full details of that other insurance at the time of submission of your claim. Hollard will not pay or contribute more than our proportion of the Personal liability in respect of the claim.

## 13. Conditions for meeting claims

Your claim will be paid only if all information, statements and answers provided by you, including information in your proposal, other correspondence and claim forms, are true and complete.

**14. Actions Hollard may take**

If an event occurs, Hollard or Hollard's appointed representative may do the following without incurring any Personal liability or in any way lessening or waiving any of their rights:

- a) take, enter or keep possession of any damaged item or its parts and deal with these in a reasonable manner. This condition does not give you the right to abandon any property to Hollard whether it is already in our possession or not;
- b) take over or conduct legal action in your name in connection with any recovery of or contribution to a claim;
- c) take over and manage in your name the defence and settlement of any claim;
- d) meet their obligations at any time under the Personal Liability section of the policy, by paying to you, or a third party claimant, the amount for which you are insured or any lesser amount for which the claim may be settled, less any excess due, inclusive of the legal fees and any other expenses that Hollard agreed upon and that were incurred before the date of payment.

**15. Full payment of compensation**

When an event happens, Hollard may pay you the full amount for which you are insured under that section, less the excess, and then not take any further action. Hollard will not be responsible for any damage you may claim to suffer as a result of any action or failure to act, nor will Hollard be responsible for any costs or expenses that you or any claimant or other person may incur after Hollard has decided not to take any further action.

**16. Inform Hollard of any changed information**

You must inform Hollard immediately of any changes to any of the information you have given Hollard, including the information contained in your proposal form or any other method in which such information was submitted, to allow Hollard to underwrite the risk based on current information and to ensure that the cover and premiums are amended from the date of the change. Hollard may refuse to cover you under any section of your policy if:

- a) you fail to advise Hollard immediately of changes in relevant information, or
- b) you have not described the conditions accurately, or
- c) have misrepresented information, or
- d) left out relevant information.

If you misrepresent any information or fail to describe information adequately or failed to give Hollard any information that affects the conditions of the insurance, Hollard may void your policy and you could lose any cover you will otherwise have enjoyed under any section of the policy.

**17. Your obligations regarding your property and yourself**

You must take all reasonable steps to:

- a) prevent accidents, bodily injury, death, loss or damage to property;
- b) keep the insured property safe and ensure that every item is taken care of and looked after in accordance with its value;
- c) maintain the insured property in good condition and repair.

**18. Passing on of assets/policies/interests**

No party other than you will have any rights under this policy unless Hollard has stated this in your schedule. If you pass on your interest under this policy to another party, the cover under this policy will cease and Hollard will not be liable for any claim which arises after you passed on such interest, unless Hollard has confirmed continuation of the insurance cover by endorsement in your schedule.

Only you have the right to claim under this policy. Even where Hollard has extended cover under the policy to include any other party, all claims must be submitted by you and payment to you will constitute full settlement of any Personal liability that Hollard has in respect of the claim.

**19. All claims paid in South African currency**

You must pay all your premiums in South African Rand and claims will be paid out in South African Rand.

**20. Sum insured must reflect on the schedule**

You will not be insured for an event if the space allocated for the amount of insurance cover in your schedule is:

- a) left blank or no monetary amount is given for it
- b) shown as “nil”, “not covered” or “no indemnity extended”.

**21. Cancelling a policy**

Hollard may cancel your policy at any time by giving 30 (thirty) days’ notice by sending a written notice to you, through your broker.

You may cancel your policy at any time by giving written notice to Hollard. If you cancel an annual policy, Hollard will charge you a premium for the period you enjoyed cover under the policy and will repay you the balance of the premium.

**21. No refund of premium**

If you suffer a complete loss you will not be entitled to a refund of the premium for that item for the remaining period of insurance.

**23. Premium payment**

a) **Annual policies:**

Your premium is due on or before the inception or renewal date of the policy.

b) **Monthly policies:**

Your premium is payable on the due date (normally the 1<sup>st</sup> working day of the month) and Hollard is obliged to give you a grace period of 15 (fifteen) days. This grace period applies only from the second month in respect of monthly policies. Hollard may extend this period by re-submitting the debit order for the outstanding amount the following month.

Should the second debit fail, the policy will automatically lapse from the original due date.

Should you stop a payment with your financial institution, Hollard will automatically lapse your policy from the date the debit was due.

**24. Interest**

No amount payable under this section will carry interest, unless so ordered by a competent court of law.

**25. Period of cover**

If you pay your premium annually, cover continues to the anniversary date of your policy plus any period thereafter for which you renew your policy.

If you pay your premium monthly, the period of cover continues for each calendar month for which you have paid the premium.

**26. Revision of monthly insurance agreements**

The conditions of cover of monthly policies will be revised annually at the anniversary date of the policy or with 30 (thirty) days' written notice where the loss ratio or policy conditions warrant a change in terms and conditions.

**27. Conditions of insurance**

The insurance offered in any section of your policy is subject to the conditions listed in:

- a) the provisions of such section;
- b) the general conditions in this policy;
- c) the general exclusions of this policy;
- d) any specific provisions, conditions, exclusions and endorsements that appear in the policy or in your schedule.

**28. Terms of the policy**

Hollard has used headings in this policy document and schedule solely to make the document easier to read and not to influence your interpretation or understanding of your policy. You should read your schedule and any changes to it and the policy together, and any specific meaning Hollard has given to a specific word or expression in any part of your policy, is the meaning Hollard intend it to have.

No waiver of any of the terms, conditions, exclusions or endorsements to this policy will be valid, unless these are in writing and signed by an authorised representative of Hollard.

This policy falls under the jurisdiction of the courts of the Republic of South Africa. It does not include any awards, including costs and expenses of legal processes which a court may allow anyone who claims against you, if these were not awarded by a court in the Republic of South Africa.

## Section C – General Exclusions

### Hollard will not cover you for the following:

1. Any loss, damage, injury, liability or claim that arises from any personal liability you may have as the result of having entered into a contract or agreement, unless the Personal liability would in any event have arisen without you entering into the contract or agreement.
2. Any loss, damage, injury, liability or claim that arises from any dishonest act, theft by false pretences or fraudulent act or representation, from or in connection with, any actual or purported exchange, cash or credit sale agreement.
3. Any loss or damage, cost or expense that arises directly or indirectly from customs officials, policing services, crime prevention units or other officials or authorities having cause to detain you, or confiscating, making you forfeit, impounding, demanding, detaining or legally seizing your property.
4. Any consequential or indirect loss or damage which results directly or indirectly from any cause whatsoever, unless your policy specifically provides for such an event.
5. Any loss or damage that arises from mechanical, electrical or electronic breakdown, defect or failure unless accompanied or caused by other insured damage or otherwise stated.
6. Loss, damage, injury and/or liability connected to or caused by:
  - a) civil unrest, labour unrest, riot, strike, lockout or public disorder or any act or activity which aims to bring about any of the above;
  - b) war, invasion, act of a foreign enemy, hostilities or warlike operations (whether war is declared or not) or civil war;
  - c)
    - (i) mutiny, military uprising, military or usurped power, martial law or state of siege, or any other event or cause which causes the authorities to proclaim or maintain martial law or a state of siege;
    - (ii) insurrection, rebellion or revolution;
  - d) any act (whether on behalf of any organisation, body or person, or group of people) that aims to overthrow or influence:
    - (i) any state or government;
    - (ii) any provincial, local or tribal authority;

with force, or by means of fear, terrorism or violence;
  - e) any act which aims to bring about loss or damage to:
    - (i) promote any political cause;
    - (ii) bring about any social or economic change or in protest against any state or government, any provincial, local or tribal authority or to arouse fear in the public or any section of the public;
  - f) any attempt to perform any act listed in clauses (a) – (e) above;

- g) the act of any lawful authority to control, prevent, suppress or in any other way deal with any event listed in clauses (a) – (f) above;
- h) any act directly or indirectly resulting from or connected with any act, attempted act or threatened act of terrorism, even if:
  - (i) there are any other causes or events that may at the same time or at another time contribute to the loss;
  - (ii) this insurance or any alterations or changes to it provides for these causes and events;
- i) any other act which is directly or indirectly caused by, results from or is in any way linked to any action authorities may take to control, prevent or suppress any act of terrorism.

If an event occurs and Hollard maintains that according to clauses (a) – (i) of this clause 6, your policy does not cover loss, damage, injury and/or liability, then you must prove that it does. If you show that any portion of clause 6 is invalid or unforeseeable, the rest of the clauses will remain in force.

- 7. Any legal liability, loss or damage caused directly or indirectly by, through or as a result of any event for which there is a fund in terms of the War Damage Insurance and Compensation Act 1976 (No. 85 of 1976) or any similar Act or law that operates in any country where this policy applies.
- 8. Any liability, loss, damage, cost or expense that results directly or indirectly from, is caused by, contributed to or arises from:
  - a) ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
  - b) nuclear material, nuclear fission or fusion, nuclear radiation;
  - c) nuclear explosives or any nuclear weapon;
  - d) nuclear waste in whatever form;

even if there is any other cause or event that contributes at the same time or at any other time to the loss.

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

- 9. Any personal liability that arises directly or indirectly from:
  - a) exposure to or inhalation of asbestos;
  - b) fear of the results of being exposed to or inhaling asbestos;
  - c) the cost of cleaning up or removing asbestos;
  - d) damage to property arising from any use of asbestos; or
  - e) in any other way attributable to the harmful nature of asbestos.
- 10. Any legal liability, loss, damage or destruction that results directly or indirectly from any mining operation other than an earthquake.
- 11. Any loss or destruction of or damage to any property (including a computer) or any loss or expense resulting from:
  - a) any personal liability of any nature;
  - b) any consequential loss directly or indirectly caused or contributed to by, or consisting of or arising from the incapacity or failure of any computer, correctly or at all:

- (i) to treat any date as the correct date or true calendar date;
- (ii) to recognise, manipulate, interpret, process, store, receive or respond to any data or information correctly or appropriately;
- (iii) to carry out any command or instruction with regard to or in connection with any such date; or
- (iv) to capture, save, retain or process any information or code as a result of the operation of any command which has been programmed into any computer and the incorrect functioning of that command causes the loss of data or failure to capture, save, retain or correctly process that data; or
- (v) to capture, save, retain or process any information or code owing to:
  - (a) program errors
  - (b) incorrect entry
  - (c) the inadvertent cancellation or corruption of data and/or programs, or
- (vi) to capture, save, retain or process any data as a result of the action of any computer virus, other corrupting, harmful or otherwise unauthorised code or instruction or any other destructive or disruptive code, media or program or interference.

A computer includes:

- a) any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment; or
- b) any computer software, tools, operating system; or
- c) any computer hardware or peripherals, and
- d) the information or data electronically or otherwise stored in or on any of the above, whether it is your property or not.

## **12. Trade and economic sanctions**

We cannot provide any cover where to do so would violate trade or economic sanctions. Should we become aware of the fact that that you are subject to such sanctions, we would have to void (cancel) your policy from its start date. We will refund any premiums due to you, and no claims will be payable.



## Section 1 – Buildings

<b>Specific definitions</b>			
Buildings	16	Subsidence, landslip or ground heave	16
Burglary	16	Tenant's improvements	17
Fixed equipment	16	Unoccupied	17
Pests	16		
<b>What Hollard covers</b>			
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Cover during building changes	17	Priority of interested parties	19
Cover during property transfer	18	Reinstatement cover	19
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Changes to your home due to physical injury	21	Pest contamination	22
Cost of preparing claims	21	Reinstatement of gardens	22
Cover after building changes	21	Removal of fallen trees	23
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## Specific definitions

### 1. Buildings

Permanent structures of standard construction, unless specified and agreed otherwise, that you primarily use for or associate with your domestic life which you either own or are legally liable for as stated in your schedule.

Buildings include:

- a) private dwellings, garages, guest cottages, domestic employees' quarters, outbuildings, studios, stables, change rooms, garden sheds, greenhouses;
- b) you or your tenants' permanent fixtures, fittings and improvements;
- c) fixed furniture, fitted appliances and climate control systems;
- d) permanently installed swimming pools (including fixed filtration plants, pool safety nets and covers), solar heating panels, piping and fittings, hot tubs, spas, saunas, ornamental ponds and fountains, permanently installed garden watering systems, garden lights, lighting systems and geysers;
- e) walls, retaining walls, fences, gates, driveways, footpaths, steps, terraces, patios, all-weather tennis courts and floodlights;
- f) underground service pipes, cables, sewers, drains, tanks, inspection hatches and covers, domestic boreholes, pumps, motors and fixed generators;
- g) fixed radio and television antennae, satellite dishes, their fittings and masts;

but specifically exclude:

- (i) earthen walls, earthen and gravel driveways and earthen structures;
- (ii) dam walls;
- (iii) piers, jetties, bridges and culverts.

### 2. Burglary

Burglary means theft or attempted theft accompanied by visible forced or violent entry into or exit from the insured building, including entry or exit by the threat of violence.

### 3. Fixed equipment

Fixed filters, pumps, motors for gates and doors, fire and burglar alarms systems, electric fence energisers, hoists, lifts, escalators, generators, air-conditioning plants, used for domestic purposes.

### 4. Pests

Rats, mice, wasps' nests, hornets' nests, termites, vermin, moths, bees, baboons and monkeys or any other similar animal or insect infestations.

### 5. Subsidence, landslip or ground heave

- a) **Subsidence** is the downward movement of a structure when the soil on which it was built can no longer support it.

Examples are underground mining (specifically excluded), clay shrinkage (especially due to the action of tree roots) and erosion caused by water passing underneath the upper layers of soil. The compaction of make-up ground or infill is not defined as subsidence.

- b) **Landslip** is the massive movement of the top layer of soil down a slope.
- c) **Ground heave** is the upward movement or expansion of the site caused by load being removed from it or by actions from inside the site itself, but excludes settlement, which is the movement of a site as a result of loading on it by a building. Settlement is not covered in terms of subsidence cover.

## 6. Tenant's improvements

These improvements, alterations and decorations which you, or a previous occupier as the tenant, have undertaken and for which you are legally responsible.

## 7. Unoccupied

At the time of the loss of or damage to buildings, the home, although furnished, had not been lived in for more than 60 (sixty) consecutive days or, if not sufficiently furnished for normal living purposes, for more than 30 (thirty) consecutive days, during any 12 (twelve)-month period of insurance.

Hollard does not regard the occupation of domestic quarters by domestic staff or of any outbuildings occupied by tenants as occupation for the purposes of cover under this section.

## What Hollard covers

### 1. Your cover

Hollard will cover you against loss or damage from a cause other than those listed in the **General exclusions** of the policy and the **Specific exclusions** of this section while you are at the insured address.

Hollard may decide whether to replace, restore, repair or rebuild or to pay you out, or any combination of these up to the insured amount as stated in your schedule.

Depending on the insured amount (and provided that the costs do not go beyond the amount as stated in your schedule), Hollard will also pay any reasonable and necessary cost you incur following the loss or destruction of or damage to the building in respect of:

- a) demolishing the building, removing rubble from the site and erecting the board fence required for building operations;
- b) architects', quantity surveyors' and consulting engineers' fees;
- c) local authorities' inspection fees.

Hollard is **not** responsible for paying:

- (i) costs or fees connected with any undamaged parts of the building; or
- (ii) costs you may incur in meeting any condition required by the government or local authority of which they notified you before the damage occurred.

If the building is insured for an amount that is less than the replacement value of the building, average will apply. See **General definitions** for an explanation of Average.

### 2. Cover during building changes

When you are renovating, adding or extending your building(s) and if Hollard has agreed in writing to cover you during these changes, Hollard will cover you for accidental damage caused by storm, wind, water, hail or snow that is aggravated by these renovations, additions or extensions.

### 3. Cover during property transfer

If you have bought a new property and advised Hollard about your purchase and you have paid Hollard the premium that is due, we will cover you according to the terms of **Section 1: Buildings**, during the time between you signing the Deed of Sale and the transfer of the property into your name by the Deeds Office.

Hollard will **not** pay for alternative accommodation or loss of rent.

Hollard will **not** cover your new property if:

- a) the seller or his agent has insured your newly purchased property;
- b) you or your broker have more specifically insured the property.

### 4. Geysers

You will be covered for the destruction, loss of or damage to or bursting of geysers, water containers and water tanks forming part of the insured property, subject to the first amount payable as reflected in your schedule. Hollard will cover you in respect of damage to geyser appliances, including installation and/or repair costs limited to the amount reflected in your schedule per geyser installation and limited to 1 (one) incident per geyser per 12 (twelve)-month insurance period.

All geysers must:

- a) be fitted with vacuum breakers in hot and cold lines;
- b) be fitted with a multi-pressure safety valve;
- c) have an overflow pipe fitted;
- d) have a geyser drip tray installed if they are electric or split-type solar geysers with the geyser cylinder fitted below the roof;
- e) have an electrical isolation switch installed, no more than 1 (one) metre from the geyser (not referring to the circuit breaker in the distribution board) if the geyser is electrical or solar with electrical back-up.

### 5. Inflation protection

The maximum amount for which you are insured will be adjusted each month in line with the building costs index rate, as calculated and provided by the South African Bureau of Economic Research, to cater for the effect of inflation. You will not be charged any additional premium during the period of insurance, but your premium will automatically be recalculated according to the adjusted maximum amount for which you are insured at the anniversary date of your policy.

### 6. Personal liability to third parties

If your building is covered by this section, Hollard covers you for Personal Liability under **Section 9: Personal liability to third parties** as far as it applies to your liability as the owner of the property.

### 7. No excess payable

If you are over 60 (sixty) years of age, you will not pay the basic excess stated in your schedule.

However, any voluntary excess that you chose will apply first to every claim.

## **8. Priority of interested parties**

If you have borrowed money from a financial institution to pay for your building and this is stated in your schedule, you agree that their interest will rank above yours if you claim under this policy.

Hollard will pay out or pay the financial institution according to the amount that you owe them in respect of the property concerned at the time any claim is settled, or the insured amount as stated in your schedule, whichever is the lowest.

If you do anything that may jeopardise this insurance or make it invalid, the interest of the financial institution will not be affected, provided that the bank or financial institution:

- a) did not know that you behaved in a way that may make this insurance invalid;
- b) informs Hollard about your actions or failure to act as soon as they become aware of it;
- c) Hollard reserves the right to recover from you any settlement made to the financial institution, as a result of your failure to comply with the policy terms and conditions.

You must pay any additional instalment or payment owed to the financial institution.

## **9. Reinstatement cover**

This cover is limited to the amount for which you are insured as stated in your schedule and is calculated according to the cost of replacing the lost or damaged building or part of it with a new building of a similar type, but not superior to or more extensive than, the original insured property.

The building may be replaced on the same site or any other site as you may require provided that this does not result in Hollard Personal Liability being increased.

The reinstatement work must start and be carried out as soon as possible, as no payment will be made if an additional amount becomes payable as a result of unreasonable delays in starting or completing the building works.

Hollard will not be legally liable for payment of any amount until you have incurred the expense in repairing or replacing the building.

You have 6 (six) months from the date of the damage to notify Hollard of your intention to replace or reinstate the building.

## **10. Subsidence, landslip or ground heave (if these are included in your policy)**

Hollard will cover you, according to the maximum amount for which you are insured as stated in your schedule, for any destruction or damage to your buildings caused by subsidence or ground heave of the land supporting the buildings, or landslip, but excluding:

- a) destruction or damage to drains, water courses, boundary walls, garden walls, retaining walls, gate posts, fences, driveways, paving and swimming pool surroundings, tennis courts, patios and terraces;
- b) damage which existed when the policy incepted;
- c) damage caused as a result of, or made worse by, faulty design, material or workmanship, or inadequate compacting of filling, normal settlement or construction, or the removal or weakening of support to any building specified in your schedule;

- d) damage caused as a result of altering, adding to or repairing the insured item;
- e) damage caused as a result of excavations on or under the land other than mining operations.

If you are asked to do so, you must prove that the loss or damage you are claiming for was caused by subsidence, landslip or ground-heave.

## 11. Thatch or non-standard construction requirements

Your building of thatch or non-standard construction is covered for loss or damage caused by fire only if you comply with following conditions:

- a) All wood or thatch must be treated with a fire retardant and maintained according to the manufacturer's specifications.
- b) The treatment of the wood or thatch, as well as the maintenance of the fire retardant, must comply with SABS specifications.
- c) You must supply us with written proof of this, if required by us.

Any thatched building, larger than one third of the Building insured, located closer than 5 (five) metres from the insured Building, will result in the insured Building being treated as a thatch structure for rating and protection purposes.

You may also be required to comply with the following additional conditions, so please check your schedule to see what conditions apply to you.

## Extensions of cover

**These extensions are automatic extensions of cover in addition to the standard cover provided. Hollard will pay up to a maximum limit stated in your schedule in terms of a claim under one of these extensions.**

### 1. Alternative accommodation/rent

If you are not insured for this elsewhere in this policy or in another policy, Hollard will pay the necessary and reasonable costs of other accommodation for you and your pets if, as a direct result of damage for which you are insured:

- a) people cannot live in the buildings; or
- b) a local or police authority will not allow you to enter your home as a direct result of damage to a neighbouring property.

Hollard will also pay for the loss of actual rent that you would have received, provided that a valid lease agreement is presented to Hollard.

The following conditions apply to the above cover:

- (i) the maximum period for this cover to be in force for is 2 (two) years or such time as is reasonably needed to replace, repair or rebuild the buildings;
- (ii) Hollard will decide on the alternative accommodation by considering the rental that would be reasonable to charge for a building of the same or similar value and location as the address stated in your schedule.

You will be paid the reasonable costs of temporary accommodation in a guesthouse or hotel for not more than 14 (fourteen) nights while you organise your alternative accommodation.

**2. Changes to your home due to physical injury**

Hollard will pay the fair and reasonable costs up to the amount reflected in your schedule towards essential changes to your home that you need to make because of a permanent and identifiable physical disability which:

- a) is caused by a sudden and unexpected accident; and
- b) occurs during the period for which you are insured; and
- c) results in your having to rely on a wheelchair to move around.

**3. Costs of preparing claims**

Hollard will pay you out for reasonable costs, up to the limit stated in your schedule, that you incur in providing and obtaining proof of any details that they may need in order to consider any claims you may submit.

**4. Cover after building changes**

Hollard will pay for damage to or loss of capital additions or completed extensions to the buildings, provided that you advise Hollard in writing within 60 (sixty) days of the start of such additions or alterations and that you pay any additional premium that you may owe Hollard.

**5. Electrical or mechanical breakdown**

Hollard will cover you for the sudden and unexpected electrical or mechanical breakdown of fixed equipment that you use solely for domestic purposes at the address stated in your schedule.

Hollard will pay you for the reasonable cost of repairing or replacing the fixed equipment, up to the limit stated in your schedule.

**6. Emergency services expenses**

Hollard will cover you for the actual costs and expenses charged by any emergency services that attended to any Insured Event for the purposes of preventing, or suppressing the effects of the Insured Event, but only up to the amount stated in the policy schedule.

**7. Glass and sanitary ware**

In the event of accidental breakage in the private residence (except when it is vacant) of:

- a) fixed glass;
- b) fixed sanitary ware excluding chipping, scratching or disfiguration.

Hollard will pay out, replace or repair it, up to the limit stated in your schedule.

**8. Lightning and power surge damage**

All electronic equipment that forms part of your fixtures and fittings of your home must be protected from damage or loss by lightning or power surge, by a surge protection device or cover will be limited to the amount stated in the schedule. Should the surge protection equipment not be adequately installed, the cover will also be limited as per the amount stated on the schedule. Any damage as a result of ripple relay switching, load-shedding and/or as a result of any maintenance resulting from it, will also not be covered.

## 9. Metered water leakage

Hollard will cover you for extra metered water charges which you are legally liable for due to leaks, breaks or bursts in your mains system,

provided that:

- a) if the quarterly average reading of the water you used, is 50% (fifty percent) or more than the average reading for the previous 4 (four) months, Hollard will cover you for the difference between the two averages;
- b) Hollard will not be liable for more than 2 (two) separate incidents in a period of 12 (twelve) months;
- c) if you discover a leak, you must take immediate steps to repair the affected pipe(s);
- d) this extension does not cover the cost of fixing the problem, including repairs to the affected pipe.

Hollard will not be liable for claims:

- (i) as a result of leaking taps, geysers, toilet systems and swimming pools;
- (ii) whilst the property is unoccupied for a period in excess of 60 (sixty) consecutive days unless agreed by Hollard in writing;
- (iii) where the water level of a swimming pool has to be topped up as a result of a leaking swimming pool inlet or outlet pipe; or
- (iv) where the swimming pool has to be filled with water for any reason.

## 10. New fixtures and fittings

Hollard will cover you for damage to new fixtures and fittings, fitted furniture and fitted appliances that are installed at the address stated in your schedule, provided that:

- a) you let Hollard know in writing within 21 (twenty one) days of these new fixtures or fittings being installed;
- b) you pay any additional premium you may owe Hollard.

## 11. Pest contamination

Hollard will pay the reasonable cost, up to the limit stated in your schedule, for emergency professional extermination and control of pests, on condition that it is a sudden and unexpected infestation of the buildings that:

- a) is a risk to your health; or
- b) can lead to the loss of or damage to the buildings and any of your contents that are normally part of or kept in the buildings; or
- c) makes it impossible for you to live in the buildings.

Hollard will not pay for extermination in respect of buildings that have been unoccupied for more than 60 (sixty) consecutive days.

## 12. Reinstatement of gardens

If your home is damaged by an insured event, or by authorities in extinguishing a fire, Hollard will pay the cost of landscaping the garden, up to the amount stated in your schedule.



**13. Removal of fallen trees**

Hollard will pay the reasonable cost, up to the amount stated in your schedule, of removing fallen trees on the insured property. Where the fallen trees do not damage the insured buildings, your cover will be limited to the amount stated in your schedule in any 12 (twelve)-month period.

**14. Reward for information**

Hollard has sole discretion in deciding to pay a reward to any person or organisation (excluding the police) for information that helps them recover the item and helps the police to arrest and convict any person who committed a crime which resulted in loss or damage for which you are insured and can claim for.

**15. Security guards**

Hollard will cover you against the costs, up to the limit reflected in your schedule, you reasonably incur for employing a watchman after you have experienced a loss for which you are insured, provided the loss gives rise to a valid claim.

In an emergency, you may agree to a hiring fee without first obtaining permission from Hollard.

**16. Temporary removal of fixtures**

If any permanent fixtures that are temporarily removed from the building to be repaired or restored, is damaged or lost while away from the insured building, Hollard will pay up to the amount as stated in your schedule:

- a) for damage or loss for which you would be insured at the insured building; and
- b) that occurs while your insurance is in force.

The permanent fixtures may not have been removed for more than 60 (sixty) consecutive days.

**17. Tracing of leaks**

Hollard will pay the fair and reasonable cost, up to the limit stated in your schedule, towards the cost of tracing the source of escaping water, gas or oil from any fixed water or heating appliance in your insured building.

Hollard will also pay for any resultant and necessary repairs to floors, walls and ceilings, provided that the first sign of the leak occurred only after the inception of your policy.

**18. Underground services and servitudes**

Hollard will pay the fair and reasonable cost, up to the limit stated in your schedule, to repair or replace underground service cables, pipes, sewers and drains for which you are legally liable following accidental damage or destruction.

## Specific exclusions for this section

Hollard will not cover you for the following:

1. The excess and/or voluntary excess as stated in your schedule.
2. The first R5 000 for any loss or damage that arises from theft or attempted theft, malicious damage or the escape of leaking water when the building is unoccupied for a period of 30 (thirty) consecutive days in a 12 (twelve)-month insurance period.
3. Loss, damage or breakdown which is or would have been, in the absence of this contract of insurance, insured by a guarantee, service contract, purchase contract or other purchase agreement.
4. The costs you incur for maintaining, decorating, extending, refurbishing or improving your buildings or the cost of the tenants' improvements to your buildings.
5. Loss or damage that arises from or is aggravated directly or indirectly by changes to the structure of the buildings (including demolition) or any building works, including extending, altering, renovating, constructing, cleaning, restoring or repairing the buildings unless Hollard has agreed in writing to cover you during these changes.
6. Damage caused by or as a result of:
  - a) inherent fault, faulty design, poor workmanship, use of faulty material, misuse of the building or your deliberate actions;
  - b) rot, rising damp, a rise in the water table, fungus, mould, or damage caused by infestation, insects or vermin that is not a sudden infestation;
  - c) weeds or roots;
  - d) chewing, scratching, tearing and fouling by domestic pets;
  - e) chipping, scratching, spoiling or discolouring;
  - f) settlement, shrinkage, warping, corrosion, wear and tear or other gradual process, including rust, oxidation, smoke, smudge and any deterioration of the buildings; or
  - g) subsidence, landslip or ground heave unless specifically insured.
7. Loss or damage you incur by any tenant or subtenant of yours or by the family or servants of your tenant or subtenant stealing or misappropriating your property.
8. Items that fail while still under their manufacturer's guarantee or warranty.
9. Costs you incur for removing any part of a tree that is buried below ground and/or for restoring the site.
10. Any loss or damage you incur that arises directly or indirectly from not complying with the National Building Regulations, or any legislation that replaces it, or provincial or local legislation or regulation that applies to building standards or maintenance.
11. The policy does not cover the replacement of wall or floor coverings other than in the room or rooms in which the damage occurred.

## Section 2 – House Contents

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## Specific definitions

### 1. Alarm warranty

Should a linked alarm be required, it must be connected to a 24-hour control room of a security firm with armed response. If the alarm system is not in a working condition or is not armed when the premises are left unoccupied or unattended, theft or burglary cover will not be applicable to this section.

Hollard does not regard the occupation of the domestic quarters by your domestic employees or of any outbuildings by tenants as occupation of the Buildings for the purpose of this section.

The alarm must have contact points at all outer doors and opening windows, motion sensor devices in each room and inter-leading passages, tamper alert and a back-up battery for continuous power supply.

### 2. Business equipment

Any desk-top electronic equipment (excluding mobile electronic equipment such as laptops, tablets, etc.), software and furniture that you own or for which you are legally liable, and which is kept at the insured address as stated in your schedule, for the purpose of a home office and is damaged or lost from the insured address.

### 3. Compulsory security

There is no theft or burglary cover from the buildings if the security does not meet the following minimum requirements:

- a) all opening and louvre windows and fanlights must be burglar-barred, and
- b) all sliding doors that do not have a security gate must be fitted with a second lock that is either a key operated, locking bolt or locking pin, fitted in a 90 (ninety)-degree plane to the existing door lock.

Alternatively:

- c) a linked alarm, linked to a 24-hour control room of a security firm with armed response;
- d) the system must be kept in working order and armed whenever the premises are left unoccupied or unattended.

Alternatively, if stated in the schedule that the building is situated in a high-security complex:

- e) 24-hour access control to the complex, and
- f) a perimeter wall (minimum 1,8 metres high) with electric fencing, alarmed and linked to either a 24-hour armed-response service or the guardhouse, and
- g) all sliding doors that do not have a security gate must be fitted with a second lock that is, either a key-operated, locking bolt or locking pin, fitted in a 90 (ninety)-degree plane to the existing door lock.

Theft, attempted theft or burglary cover from the building when unoccupied or unattended will not be applicable to this section, unless accompanied by evidence of forced and violent entry or exit.

Hollard does not regard the occupation of the domestic' quarters by your domestic employees or of any outbuildings by tenants as occupation of the Buildings for the purpose of this Section.

#### **4. Contents**

The contents of the buildings at the insured address as stated in your schedule, including:

- a) household goods and equipment, furnishings, business equipment, refrigerated, frozen and other food and drink, and domestic heating oil;
- b) personal belongings, including personal computers (excluding laptops and notebooks);
- c) outdoor and garden furniture, and gardening equipment;
- d) remote-control power-driven toys and models;
- e) money;
- f) automatic pool cleaners;

which you own or for which you are legally liable, but excluding:

- (i) tenant's improvements, fitted furniture, fitted appliances, fixtures and fittings;
- (ii) motor vehicles, motorcycles, quad bikes and watercraft, except remote-controlled power-driven toys and models;
- (iii) aircraft, including remote-control power-driven toys and model aircraft;
- (iv) caravan and trailers;
- (v) pets, livestock, bloodstock and insects.

#### **5. Visible forced and violent entry or exit**

This describes a person's visible use of force to enter or exit your property. It makes the person's attempt to enter more obvious. Violence or threats of violence to people to gain entry are regarded as forced and violent entry or exit.

#### **6. Jewellery and watches**

This includes items which people wear or use to decorate themselves or their clothes. The item could be made of gold, silver, platinum or other precious metals and set with precious or semi-precious stones.

#### **7. Money**

Your personal money, including your cash, Krugerrands, cheques, travellers' cheques, postal orders, travel and other tickets, gift vouchers, and current postage stamps.

#### **8. Outdoor and garden items**

Items that are meant to be left or used outdoors, including garden furniture, patio furniture, flower containers and urns, children's play equipment, garden statues and ornaments, equipment for keeping your garden in good order, lawn-mowers with motors and garden equipment driven by power.

#### **9. Pests**

Rats, mice, wasps' nests, hornets' nests, termites, insects, vermin, moths, bees, baboons and monkeys or any other similar animal or insect infestation.

## 10. Specified valuable items

Individual items, collections and sets which are valuable from an artistic and/or historical point of view or are unique, rare, of good quality and in good condition (such as, but not limited to fine arts, antique furniture or jewellery, furs and collectable items) which belong to you or for which you are liable. These items have a value that cannot be insured at replacement cost, but Hollard will insure them at a value that you and Hollard agree to. Your specified valuable items will each be listed under the Contents section of the policy and insured for the value which you and Hollard agree. You accept this agreed value as the true value of the item, for the purposes of this insurance.

## 11. Television sets and glass

Hollard will cover accidental damage to:

- a) any television set, video recorder, DVD player or decoder at the insured address;
- b) any mirror glass or sheet glass in or on furniture, glass topped stoves or oven doors.

The maximum amount payable is the amount stated in your schedule, for any one insured event and is limited to 1 (one) incident per period of insurance.

## 12. Unoccupied

At the time of the loss of, or damage to, the contents, the home, although furnished, had not been lived in for more than 60 (sixty) consecutive days, or if not sufficiently furnished for normal living purposes, for more than 30 (thirty) consecutive days.

Hollard does not regard the occupation of the domestic quarters by your domestic employees or of any Outbuildings by tenants as occupation of the Buildings for the purpose of this section.

## What Hollard covers

### 1. Your cover

Hollard will cover you against loss or damage from a cause other than those listed in the **General exclusions** of the policy or the **Specific exclusions** to this section while the insured item is at the insured address.

This cover is calculated according to the cost of replacing your lost or damaged contents or part of it with similar new contents. It is limited to the amount as stated in your schedule. If the insured value of your content is less than the replacement value, average will be applied. See **General definitions** for an explanation of average.

Hollard may decide whether to replace, restore or repair your contents or pay you out, or any combination of these, up to the amount for which you are insured.

If Hollard replaces an item, they are only required to supply an item of similar quality and value and not an exact duplicate of the item. Where Hollard repairs an item, they are only required to make reasonable repairs to restore the item to a similar condition.

## **2. Contents in storage**

Hollard will cover you against loss of, or damage to, your contents that are stored in a commercial storage facility in the Republic of South Africa.

The following conditions apply:

- a) you must inform the Insurer in writing before you place your contents in storage;
- b) the loss or damage must be caused directly by fire, explosion, smoke, storm, water, theft, attempted theft, collision, impact, vandalism or a malicious action;
- c) your contents must not be insured against any of the above events with another insurer.

## **3. Inflation protection**

The amount for which you are insured will be adjusted each month in accordance with the consumer price index to cater for the effect of inflation. You will not be charged any additional premium during the period of insurance, but your premium will automatically be recalculated according to the adjusted insured amount as stated in your schedule at the anniversary date of your policy.

## **4. Items in pairs and sets**

If you lose or damage an item that is part of a pair or set, Hollard will decide whether to cover you by:

- a) restoring, repairing or replacing the lost or damaged item; or
- b) paying you out a portion of the value in line with the total value of the pair or set.

## **5. No excess payable**

If you are 60 (sixty) years of age, or older, You will not pay the basic excess stated in your schedule. However, any voluntary excess that you chose will apply first to each and every claim.

## **6. Personal liability to third parties**

If your contents are covered by this section, Hollard covers you for Personal Liability under **Section 9: Personal liability to third parties** as far as it applies to your liability as the owner of the contents.

## **7. Limits that apply to jewellery**

If you claim for loss of or damage to any watch or article of jewellery, Hollard will pay you out no more than the limit stated in the schedule for each item or pair, unless you provide a professional valuation for the item or pair by an independent jeweller that is dated less than 5 (five) years before the loss or damage occurred and provide proof of ownership.

You must keep all jewellery and watches valued at more than the amount stated in the limit section in a securely locked wall- or floor-mounted safe when not in use.

## 8. Removal of your contents

Hollard will cover you for loss of, or damage to, your contents under this section of your policy while:

- a) professional furniture removal contractors remove your contents during a permanent change of address;
- b) your contents are in transit to or from a furniture storage facility or a bank safe deposit;
- c) your contents are in transit to or from the place of purchase or a place of repair to your permanent residence.

Provided that:

- (i) fragile items such as glass or porcelain have been packed by the same professional furniture removal contractors before they are removed;
- (ii) you have taken reasonable steps to protect the contents and ensure that every item is given care and protection in line with its value;
- (iii) the contents are not insured in any other way.

You will be responsible for an additional excess as stated in the schedule.

## 9. Specified valuable items

Where items are listed in your schedule as specified valuable items, you may choose whether Hollard must restore, repair or replace your contents or pay you out up to the amount for which you are insured. The maximum amount that Hollard will pay is the lesser of the current cost of replacing the items(s) or the value to which you and Hollard agreed and which is stated in your schedule.

## 10. Thatch or non-standard construction requirements

The content in your building of thatch or non-standard construction is covered for loss or damage caused by fire only if you comply with following conditions:

- a) All wood or thatch must be treated with a fire retardant and maintained according to the manufacturer's specifications.
- b) The treatment of the wood or thatch, as well as the maintenance of the fire retardant, must comply with SABS specifications.
- c) You must supply us with written proof of this, if required by us.

Any thatched building, larger than one third of the building insured, located closer than 5 (five) meters from the insured building, will result in the insured building being treated as a thatch structure for rating and protection purposes.

You may also be required to comply with additional conditions, so please check your schedule to see what conditions apply to you.



## Extensions of cover

These extensions are automatic extensions of cover in addition to the standard cover provided. Hollard will pay up to a maximum of 25% (twenty five percent) of your sum insured or the amount stated in your schedule, in terms of a claim under one of these extensions.

### 1. Alternative accommodation/rent

If you are not insured for this elsewhere in this policy or in another policy, Hollard will pay the necessary and reasonable cost of other accommodation for you and your pets, if as a direct result of damage for which you are insured:

- a) people cannot live in the buildings; or
- b) a local or policy authority will not allow you to enter your home as a direct result of damage to a neighbouring property.

Hollard will also pay for the loss of actual rent that you would have received provided that a valid lease agreement is presented to the Insurer.

The following conditions apply to the above cover:

- a) The maximum period for this cover to be in force is 2 (two) years, or such time as is reasonably needed to replace, repair or rebuild the buildings.
- b) Hollard will decide on the alternative accommodation by considering the rental that would be reasonable to charge for a building of the same or similar value and location as the address stated in your schedule.

You will be paid the reasonable costs for temporary accommodation in a guesthouse or hotel for not more than 14 (fourteen) nights while you organise your alternative accommodation.

### 2. Assets All Risks

Hollard will cover accidental loss of or damage to the insured contents while anywhere in the world, up to the limit of indemnity stated in the schedule.

### 3. Business equipment

Hollard will cover you up to the cover limit for loss of or damage, to your business equipment you own or for which you are legally liable, and which are used for home office purposes, at the insured address stated in your schedule.

The following conditions apply to this cover:

- a) if you claim for loss or damage that arises from theft or attempted theft, there must be visible forced and violent entry into or exit out of the buildings;
- b) your insured amount for contents as stated in your schedule must include the full value of your business equipment;
- c) business stock is not covered;
- d) public liability is excluded.

#### **4. Changes to your home due to physical injury**

Hollard will pay the fair and reasonable costs, up to the amount stated in your schedule, towards essential changes to your home that you need to make because of a permanent and identifiable physical disability which:

- a) is caused by a sudden and unexpected accident; and
- b) occurs during the period for which you are insured; and
- c) results in your having to rely on a wheelchair to move around.

#### **5. Costs of preparing claims**

Hollard will pay you out for reasonable costs, up to the limit stated in your schedule, that you incur in providing and obtaining proof of any details that they may need in order to consider any claims you may submit.

#### **6. Cover for contents while not at the risk address**

Hollard will cover you against loss of or damage to your contents while they are temporarily removed from the address stated in your schedule and contained in a building anywhere in the Republic of South Africa. This cover is limited to the amount stated in your schedule.

The following conditions apply to this cover:

- a) You must take reasonable steps to protect your contents and ensure that every item is given the care and protection that is in line with its value;
- b) Your contents are not insured anywhere else.

You will be responsible for an additional excess of R1 000 (one thousand Rand) for every claim.

#### **7. Credit cards**

Hollard will indemnify you up to the amount stated in your schedule in any 12 (twelve)-month period of insurance against liability or loss arising from the fraudulent use of your credit, debit or SIM cards by any person who is not a member of your family or household. Hollard will not indemnify you if you have not reported the loss of the card to the issuing organisation as soon as reasonably possible or complied with the conditions of issue of the card.

#### **8. Emergency services expenses**

Hollard will pay you for the actual costs and expenses charged by any emergency services concerned who attended to any insured event for the purposes of preventing, or suppressing the effects of the insured event but only up to the limit stated in your schedule.

#### **9. Electrical and mechanical break down**

Hollard will cover you for the sudden and unexpected electrical or mechanical breakdown of appliances that you use solely for domestic purposes at the address stated in your schedule.

Hollard will pay you for the reasonable cost of repairing or replacing the appliances, up to the limit stated in your schedule.

**10. Fatal injury and trauma counselling**

Hollard will pay you or your estate the following:

- a) the amount stated in your schedule if you are fatally injured as a result of either a fire or an attack by violent attackers at the address stated in the schedule;
- b) the amount stated in your schedule for the cost of trauma counselling following a fire or the actions of violent intruders at the address stated in your schedule.

Death or trauma must occur within 12 (twelve) months after the event.

**11. Guests' and domestic employees' personal belongings**

Hollard will cover you, up to the limit stated in your schedule, for the loss of, or damage to, the contents and personal belongings of guests or domestic employees who live permanently at the address stated in your schedule.

The following conditions apply to this cover:

- a) the contents and personal belongings of the guest or domestic employee are not insured in any other way;
- b) the loss of, or damage to, these contents and personal belongings occurs at the address stated in your schedule, following visible and forced entry or exit into or out of the building, unless entry or exit was accompanied by violence or the threat of violence, then visible and forced entry or exit is not a requirement.

**12. Hole-in-one and full-house**

- a) Hollard will pay you the amount stated in your schedule if you score a hole-in-one on any recognised golf course in the world, during a game played according to the official rules of golf; or
- b) Hollard will pay you the amount stated in your schedule for your first lawn bowls full-house in an official singles competition or league match;

provided that the secretary of the golf or lawn bowls club has confirmed your achievement in writing to Hollard.

**13. Laundry**

Hollard will cover you for the loss or damage to your laundry on a washing line at the insured address, up to the amount stated in your schedule.

**14. Lightning and power surge damage**

All electronic equipment must be protected from damage or loss by lightning or power surge, by a surge protection device or cover will be limited to the amount stated in the schedule. Should the surge protection equipment not be adequately installed, the cover will also be limited as per the amount stated on the schedule. Any damage as a result of ripple relay switching, load shedding and/or as a result of any maintenance resulting from it, will also not be covered.

## 15. Metered water leakage

Hollard will cover you for extra metered water charges for which you are legally liable for due to leaks, breaks or bursts in your mains system.

You are covered up to the amount stated in your schedule.

Provided that:

- a) if the quarterly average reading of the water you used, is 50% (fifty percent) or more than the average reading for the previous 4 (four) months, Hollard will cover you for the difference between the two averages;
- b) Hollard will not be liable for more than 2 (two) separate incidents in a period of 12 (twelve) months;
- c) if you discover a leak, you must take immediate steps to repair the affected pipe(s);
- d) this extension does not cover the cost of fixing the problem, including repairs to the affected pipe(s).

Hollard will not be liable for claims:

- (i) as a result of leaking taps, geysers, toilet systems and swimming pools;
- (ii) whilst the property is unoccupied for a period in excess of 60 (sixty) consecutive days unless agreed by Hollard in writing;
- (iii) where the water level of a swimming pool has to be topped up as a result of a leaking swimming pool inlet or outlet pipe; or
- (iv) where the swimming pool has to be filled with water for any reason.

## 16. Money

Hollard will cover you for loss of or damage to money kept at the insured address, up to the maximum limit stated in your schedule. The following conditions apply to this cover:

- a) if you claim for loss or damage from theft or attempted theft for amounts up to R5 000 (five thousand Rand), there must be visible forced and violent entry into or exit from the residential building;
- b) If you claim for loss or damage from theft or attempted theft for amounts over R5 000 (five thousand Rand), there must be visible forced and violent entry into or exit from the residential building and into a locked safe that is fixed to the building, or a threat of violence during an armed robbery.

These requirements will not apply in the event of an armed robbery.

## 17. Outdoor and garden items

Hollard will cover you for loss of or damage to outdoor and garden items, up to the limit stated in your schedule, while these are in the garden of the insured address.

## 18. Personal baggage insurance

Hollard will cover your luggage from airport to airport throughout the world. The cover is valid only if you do not have any other insurance for your baggage.

**19. Pest contamination**

Hollard will pay the reasonable costs for emergency professional extermination and control of pests, on condition that it is a sudden and unexpected infestation of the buildings that:

- a) is a risk to your health; or
- b) can lead to the loss of or damage to the buildings and any of your contents that are normally part of or kept in the buildings; or
- c) makes it impossible for you to live in the buildings.

Hollard will not pay for extermination in respect of buildings that have been unoccupied for more than 60 (sixty) consecutive days.

**20. Replacing locks, keys and remote control devices**

Hollard will cover you for costs you may reasonably and necessarily incur, up to the limit stated in your schedule, in replacing lost or damaged locks, keys and remote control devices for your home, safe(s) or security alarms.

**21. Restoring data on computers**

Hollard will cover you against the loss of, or damage to, data or records stored on your personal or business computer which is kept at the insured address, but excluding the loss of or damage to data as a result of computer viruses, unless the software was protected by valid registered anti-virus software. The cover will be for the reasonable and fair cost of restoring the lost data on the computer.

**22. Restoring documents**

Hollard will cover you for the reasonable professional fees to replace lost or damaged legal and financial documents, provided that these are lost or damaged in an insured event at the insured address or whilst in safekeeping with your attorney or bank.

**23. Reward for information**

Hollard has sole discretion in deciding to pay a reward to any person or organisation (excluding the police) for information that helps them recover the item and helps the police to arrest and convict any person who committed a crime which resulted in loss or damage for which you are insured and can claim for.

**24. Security guards**

Hollard will cover you against the costs you reasonably incur, up to the limit stated in your schedule, for employing a watchman after you have experienced a loss for which you are insured provided the loss gives rise to a valid claim. In an emergency, you may agree to a hiring fee without first obtaining permission from Hollard.

## 25. Spoiling of food

Hollard will pay up to a maximum amount as stated in your schedule for food and drink that spoils in refrigerators and freezers at the insured address, provided that this is caused by:

- a) the refrigerator or freezer failing; or
- b) the refrigerator or freezer being damaged accidentally; or
- c) the power or gas supplied by the public authorities failing accidentally or through scheduled power cuts and lasting for more than 12 (twelve) hours. This cover does not apply if your electricity has been cut off because you haven't paid your bill.

Damage to your fridge or freezer as a result of the power loss is not covered.

## 26. Swimming pool, borehole and other motors

Hollard will cover you for loss of or damage to the motors and machinery of saunas, spas, swimming pools, garage doors, security systems, electronic gates and domestic boreholes which are installed at the insured address.

The loss or damage must result from:

- a) accidental external causes; or
- b) electrical or mechanical breakdown.

Hollard will **not** cover:

- (i) loss or damage caused by wear and tear, gradual deterioration or rust; or
- (ii) loss or damage to automatic swimming pool cleaning equipment or windmills; or
- (iii) damage that is insured elsewhere in this or another policy.

## 27. Veterinary expenses

Hollard will cover you for the cost of using a veterinary surgeon if your pet is injured in a road accident, up to the limit stated in your schedule.

## Specific exclusions

Hollard will not cover you for the following:

1. The excess and/or voluntary excess as stated in your schedule.
2. The first R5 000 (five thousand Rand) for any loss or damage that arises from theft or attempted theft, malicious damage or the escape of leaking water when the building is unoccupied for more than 30 (thirty) consecutive days in a 12 (twelve)-month insurance period.
3. Loss, damage or breakdown which is or would have been, in the absence of this contract of insurance, insured by a guarantee, service contract, purchase contract or other purchase agreement.
4. Loss or damage that arises from or is aggravated directly or indirectly by changes to the structure of the buildings (including demolition) or any building works, including extending, altering, renovating, constructing, cleaning, restoring or repairing the buildings unless Hollard has in writing agreed to cover you during these changes.

5. Damage caused by or as a result of:
  - a) inherent fault, faulty design, poor workmanship, use of faulty material, misuse of the building or your deliberate actions;
  - b) rot, rising damp, a rise in the water table, fungus, mould, damage caused by infestation, insects or vermin;
  - c) weeds or roots;
  - d) chewing, scratching, tearing and fouling by domestic pets;
  - e) chipping, scratching, spoiling or discolouring;
  - f) settlement, shrinkage, warping, corrosion, wear and tear or other gradual process, including rust, oxidation, smoke, smudge and any deterioration of the buildings;
  - g) altering, cleaning, renovating, repairing, restoring, reframing or similar processes applied to your contents.
6. Any claim that is more than R10 000 (ten thousand Rand) for the theft of contents from outbuildings, including domestic motorised garden maintenance equipment, unless entry or exit to the outbuildings was obtained by using forced or violent means. This exclusion does not apply if the outbuildings are protected by an alarm linked to armed response.
7. Loss of, or damage to, any motor vehicles, motorcycles, scooters, caravans, trailers, motorised wheelchair, golf trolley, golf buggy, motorised scooter, quad bike or sit-in toy or miniature vehicle that is used where any road traffic legislation applies or any aircraft, pleasure-craft, hang-gliders and their equipment.
8. Loss or damage caused by theft, attempted theft, deliberate destruction or malicious actions, unless you have complied with all the security requirements stated in your schedule.
9. Loss or damage caused by theft or misappropriation while you hired out, loaned or sublet the buildings, or any part thereof, unless there is forced and violent entry or exit from the buildings.
10. Loss of or damage to firearms or guns from buildings that are unattended, unless the firearms or guns were stored in a locked gun safe which was accessed through forcible and violent means, or threat of violence. You have to provide proof that any firearms are legally licenced.
11. Loss of or damage to contents that you have insured more specifically.
12. Loss of or damage to stamps, coins or collectable items caused by:
  - a) fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness or extreme temperature;
  - b) handling or being worked on;
  - c) repairing, restoring or retouching;
  - d) the item(s) being used as something other than a collectable;
  - e) the disappearance of an individual stamp, coin or other collectable item that is insured as part of a collection, unless it is mounted in a volume and the page is also lost.

## Section 3 – All Risks

This cover is valid and in force only if your contents are covered in terms of **Section 2: Contents** of this policy.

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### Specific definitions

#### 1. Unspecified All Risk items

- a) Clothing;
- b) Personal belongings normally worn or carried by a person;
- c) Personal equipment normally worn or used by the person participating in sport and hobbies;
- d) Contents of caravans and camping equipment;
- e) Glasses, sunglasses, non-disposable contact lenses;
- f) Any item more specifically insured under Specified All Risks Items.

#### 2. Specified All Risk items

- a) Any personal belongings that are worth more than the limit stated under unspecified all risks in your schedule;
- b) Items used for business or professional purposes;
- c) Mobile communication equipment, cellular phones computer equipment and accessories (laptops, notebooks, palmtops, iPads, etc.);
- d) MP3 players, iPods, portable play stations and portable GPS navigation systems;
- e) Firearms and guns that are legally bought and licensed;
- f) Bicycles;
- g) Parachutes, para-gliders, hang-gliders and canoes;
- h) Remote-control aeroplanes, cars or other toys for recreational purposes;
- i) Items specified on your schedule with a premium paid thereon.

#### 3. Jewellery and watches

This includes items which people wear or use to decorate themselves or their clothes. The item could be made of gold, silver, platinum or other precious metals and set with precious or semi-precious stones.



## What Hollard covers

### 1. Your cover

Hollard will cover you against loss of, or damage to, items defined as all risks specified or unspecified items from any cause that is not listed under the **General exclusions** of the policy or the **Specific exclusions** of this section.

Hollard may decide whether to replace or repair the items or pay you out for your loss or damage. The amount Hollard will pay will be the lesser of Hollard's cost of replacing the items or the amount as stated in your schedule.

If Hollard replaces an item, they are only required to supply an item of similar quality and value and not an exact duplicate of the item. Where Hollard repairs an item, they are only required to make reasonable repairs to restore the item to a similar condition.

### 2. Contact lenses

Hollard will cover you for loss of, or damage to, your non-disposable contact or micro-corneal lenses specified in the schedule. Hollard will pay for the replacement of lenses of the same prescription up to the amount stated in the schedule, but excluding the professional fees in connection therewith.

### 3. Limits that apply to jewellery

If you claim for loss of or damage to any watch or article of jewellery, Hollard will pay you out no more than the limit stated in the schedule for each item or pair, unless you provide a professional valuation for the item or pair by an independent jeweller that is dated less than 5 (five) years before the loss or damage occurred and provide proof of ownership.

You must keep all jewellery and watches valued at more than the amount stated in the limit section in a securely locked wall- or floor-mounted safe when not in use.

### 4. Items in pairs and sets

If you lose or damage an item that is part of a pair or set, the Insurer will decide whether to cover you by:

- a) restoring, repairing or replacing the lost or damaged item; or
- b) paying you out a portion of the value in line with the total value of the pair or set.

### 5. Proving ownership and value

When you lose or damage an item, Hollard will ask you to provide proof that you own the item and to prove its value by giving them originals or copies of your purchase receipts, payment or valuation certificates.

### 6. Items kept in a bank vault

If your schedule states that Hollard will cover an item while it is kept in a bank vault, the full amount of insurance offered under this section, will only apply while the item is in a safe deposit box at a registered bank.

If you temporarily remove the item from the vault and you lose or damage the item, Hollard will pay only up to 25% (twenty five percent) of the value of that item, unless you advised your broker in writing that the insured item will be removed from the bank vault.

## 7. Reinstatement of specified items

If you suffer a complete loss of any item that is covered in your schedule and claim for it, the lost or damaged item will be deleted from your schedule. It will be your responsibility to submit a request to the Insurer for cover for any new item which replaces the deleted item.

## 8. Remote blocking

In the event of theft from a vehicle by means of signal interference from a remote blocking device, Hollard will pay up to the amount stated in the schedule per event, provided that the theft was reported to the South African Police Service within 24 (twenty four) hours and a case number is provided to Hollard.

## 9. Territorial limits

This cover is applicable worldwide.

## Specific exclusions

Hollard will not cover you for the following:

1. The excess as stated in your schedule.
2. Loss of personal belongings from an unoccupied vehicle, unless the belongings are out of sight in a locked boot or compartment that forms part of a locked vehicle and there is forced and violent entry in to or exit out of the vehicle. Theft from the vehicle by means of remote blocking is limited to the limit stated in your schedule.
3. Loss of or damage, to money, credit, debit and cash cards, prepaid sim-cards or other negotiable instruments.
4. Wear and tear, depreciation, inherent defect, gradual deterioration, loss or damage caused by moths, vermin, insects or mildew, unless this follows an accident or misfortune that is not excluded anywhere else in this policy.
5. Items that fail while still under the manufacturer's guarantee.
6. Loss, damage or deterioration of an item caused by any process of cleaning, dyeing, repairing, restoring or renovating.
7. Mechanical or electrical breakdown, unless accompanied or caused by other insured damage.
8. The cost of reproducing sound, data and images on tapes, records, compact discs, films or magnetic media or any other electronic media.
9. The theft of the contents of your caravan or trailer while the caravan or trailer is unoccupied, unless there is violent and forced entry.
10. Loss of, or damage to, the contents of your caravan or trailer by any person to whom you have lent or hired your caravan or trailer.
11. Loss of, or damage to, a firearm or gun caused by its being rusted, bursting or by breakdown.
12. Loss of, or damage to, a firearm or gun when it is not in a locked gun safe or you are not carrying it at the time of the loss or damage.
13. Loss of or damage to contents that are more specifically insured.
14. Loss of, or damage to, stamps, coins or collectable items caused by:
  - a) fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness or extreme temperature;
  - b) handling or being worked on;
  - c) repairing, restoring or retouching;
  - d) the item(s) being used as something other than a collectable;
  - e) the disappearance of an individual stamp, coin or other collectable item that is insured as part of a collection, unless it is mounted in a volume and the page is also lost.

## Section 4 – Motor

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## Specific definitions

### 1. Comprehensive cover

If your vehicle is insured under this type of cover, Hollard will pay you out for:

- a) any loss or damage caused by you or the driver of the insured vehicle as a result of an insured event, including amounts for which you are legally liable to any third party if the personal liability is related to the insured vehicle;
- b) loss of or damage to any vehicle (and its permanently fitted accessories and spare parts) that you hire, lease or temporarily use in place of your vehicle which is out of use for an overhaul or for upkeep and/or repair by a business in the motor trade. The amount Hollard will pay is the reasonable retail value of your insured vehicle.

### 2. Territorial limits

Hollard will cover you in the Republic of South Africa, Namibia, Mozambique, Lesotho, Botswana, Swaziland, Zimbabwe, Malawi, Tanzania, Zambia, Kenya, Angola and Uganda.

### 3. Third party, fire and theft cover only

If your vehicle is insured under this type of cover, Hollard will pay only for the loss or damage for which you are legally liable to a third party if the personal liability arises from an insured event involving the insured vehicle, or for loss of, or damage to, the insured vehicle which results from fire, lightning, explosion or self-ignition, or from theft, attempted theft, hijacking or attempted hijacking.

### 4. Third party cover only

If your vehicle is insured under this type of cover, Hollard will pay only for the loss or damage for which you are legally liable to a third party if the personal liability arises from an insured event involving the insured vehicle.

## Specific conditions

1. You must take all reasonable steps to protect the insured vehicle from loss or damage.
2. You must keep the insured vehicle in good running order and a roadworthy condition.

*Please check the condition of the Vehicle regularly, especially tyre treads depth. The minimum legal requirement is 1mm (one millimetre) throughout the breadth and circumference of the tread surface area (Regulation 212).* In the event that the vehicle is fitted with a pneumatic tyre which contains a tyre tread depth indicator, the minimum requirement is reached when the tread is level with the tyre tread depth indicator.

3. If the insured vehicle or any part of it does not comply with or in any way meet any of the required conditions for roadworthiness as set out in the National Road Traffic Act (or any law that replaces it, or any provincial or local laws which apply to your motor vehicle or any similar applicable legislation in the territorial limits), then all benefits from any claim you make under this policy will fall away and Hollard will have no personal liability to you or any other party in respect of any claim under the Motor section of this policy.
4. Hollard must be able to examine your insured vehicle at any time.
5. If your driver's licence or that of a person who drives your insured vehicle is endorsed, suspended or cancelled, or if you or any person who drives your insured vehicle is charged with or convicted of negligent, reckless or improper driving, you must notify Hollard in writing immediately. In these circumstances Hollard may choose to either endorse or cancel the policy.

6. If after an insured loss or damage has occurred:
- a) a part, accessory or fitment needed to repair your vehicle is not available;
  - b) the repairers have made every reasonable attempt to obtain the necessary part for at least 60 (sixty) days from the date you made the claim,

Hollard will pay you an amount equal to the value of the part at the time of loss or damage.

Hollard will pay for the part at the price stated in the most recent price list that applies to your vehicle, plus any increase in the price due to inflation from the date of the price list to the date of settlement of your claim.

7. If your schedule states that your vehicle has a tracking device or other security device, then Hollard will not cover you for any claim relating to theft or hijacking of your insured vehicle if the device is not in full working order at the time that the loss occurs, unless you can prove that the device has been adequately maintained and tested by the security company that installed it. You must also be able to show us that you immediately reported any theft or hijacking to the tracking company, and that your contract was active and paid up.

## What Hollard covers

### 1. Your cover

If your vehicle or any part of it is lost or damaged, Hollard may decide to pay you an amount equal to the loss or damage, repair or replace it.

If you bought your vehicle on a hire purchase, lease or similar agreement, then Hollard will pay the institution financing the vehicle in terms of the agreement and once the institution has been paid, you have no further claims against Hollard.

The maximum amount that Hollard will pay for loss of, or damage to, your insured vehicle will be the lower of the following amounts:

- a) the amount stated in your schedule if your vehicle is insured on an agreed value;
- b) or the listed retail value adjusted for mileage and condition, less the excess or any amount due for betterment.

If your vehicle is insured on an agreed value it is your responsibility to ensure the correct value of the vehicle to be insured, and to verify such value regularly. You may do so by contacting a reputable dealership for your vehicle, and following this to provide any amended value to Hollard.

Hollard reserves the right to repair your vehicle using certified generic parts, if your vehicle is outside the manufacturer's warranty period.

Hollard will cover you only if the insured event occurs within the territorial limits as listed in the **Specific definitions** of the **Motor section**.

Hollard will **not** cover you for loss or damage which occurs outside of the Republic of South Africa, if you have used the insured vehicle outside of the Republic of South Africa for more than a total of 90 (ninety) days during any 12 (twelve)-month period of insurance.

Hollard will cover you against loss or damage to the vehicle while it is being transported by sea, rail or air, between ports or places within the territorial limits, including loading and unloading.

## 2. New vehicles

If within 1 (one) year of your insured vehicle first being registered as a new vehicle, it is:

- a) stolen or hijacked and not recovered; or
- b) damaged and the costs of repair is more than 70% (seventy percent) of the reasonable retail value, including tax at the date of the damage occurring;

then Hollard will either:

- (i) replace your vehicle with a new one; or
- (ii) pay the cost of purchasing a new vehicle of the same or similar make and model, up to the lesser of the reasonable retail value of the vehicle at the date of loss or the amount stated in your schedule.

## 3. No excess payable

- a) You will **not** pay the basic excess stated in your schedule for any claim where:
  - (i) you, your spouse, life partner or any driver named in your policy as driver or is driving or in control of the vehicle; and
  - (ii) is 60 (sixty) years of age or older; and
  - (iii) provided that such person has been a licensed driver for 5 (five) years or more.
- b) You will pay **only** a basic excess if you have had a tracking system installed in your insured vehicle and it is stolen or hijacked and not recovered, provided that the tracking system subscription has been paid, has been adequately maintained and regularly tested at the time of the loss.
- c) You will **not pay any excess** if you have had a tracking system installed and your vehicle is stolen or hijacked and is recovered with damages.

## Extensions of cover

**These extensions of cover are automatically part of the comprehensive motor cover option only.**

### 1. Authorising emergency repairs

If your claim is valid under this section, Hollard will cover you for emergency repairs, up to the amount stated in your schedule, to enable you to continue your journey.

You may give permission for these repairs to be done without first obtaining permission from Hollard, provided that you send a full, itemised invoice to us.

### 2. Changes to your vehicle due to physical injury

Hollard will pay the fair and reasonable costs, up to the amount stated in your schedule, towards essential changes you need to make to the insured vehicle as a result of your permanent and identifiable physical disability which:

- a) is caused by a sudden and unexpected accident; and
- b) occurs during the period for which you are insured; and
- c) results in your having to rely on a wheelchair for mobility when you are out of a vehicle.

### 3. Car hire

If your comprehensively insured vehicle as described in the schedule, is stolen or damaged and requires repairs, or damaged and uneconomical to repair (written off) following an accident or theft, Hollard will, provided that 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 manual motor vehicle with air-conditioning (unless otherwise stated on your schedule). Fuel, lubricants and toll-fees will not be covered by the extension.

Provided that:

- a) the order for the hire of the vehicle from the car hire company is authorised and paid for by Hollard;
- b) the period of the car hire will:
  - (i) start no more than 21 (twenty one) days after the date of the damage or loss;
  - (iii) stop:
    - on the day your vehicle is returned to you after any repairs following an insured event have been made,
    - or the day on which the theft claim has been settled and you have signed the agreement of loss,
    - or the day on which you sign the agreement of loss in respect of a written-off insured vehicle,
    - or 30 (thirty) days after the start of the period of hire, whichever the sooner;
- c) you may use the hired vehicle in the Republic of South Africa only;
- d) Hollard will not pay for any fuel deposits or any other costs charged by the car hire company (including but not limited to traffic fines and toll fees) unless Hollard have agreed to do so in writing before you take delivery of the hired vehicle;
- e) an insurance excess will be applicable in the event of an claim involving the hired vehicle.

Hollard will cover you for:

- (i) any airport surcharge;
- (ii) cost for delivery and collection of the hired vehicle;
- (iii) comprehensive insurance on the hired vehicle.

### 4. Child seat

If you have a child seat fitted to your insured vehicle and the vehicle is involved in an accident or is damaged by fire or theft/hijacking, and the child seat is either lost or damaged, Hollard will pay the reasonable value of the child seat or will replace the child seat, up to the amount stated in your schedule.

### 5. Delivery after repairs

Hollard will cover you for the reasonable cost of having your insured vehicle delivered to your insured address within South Africa as stated in your schedule once the repairs agreed to have been completed.

### 6. Fire extinguishing charges

Hollard will pay the reasonable cost of extinguishing or fighting a fire, provided that:

- a) the cost is not more than the value of the vehicle; and
- b) you are legally liable for these costs; and
- c) the insured vehicle was on fire or was in imminent danger of being damaged by fire.

## 7. 4X4 Extensions

The extensions listed below apply only to 4x4, 2x4 (with differential lock) or all-terrain vehicles (excluding motorcycles or quad bikes) which are insured comprehensively under your policy.

If the insured vehicle is damaged outside the Republic of South Africa, cover is restricted to damages to the insured vehicle only.

### a) Return of vehicle to South Africa

- (i) If your claim is valid under this section, Hollard will cover you for emergency repairs up to the amount stated in your schedule, to enable you to continue your journey. You may authorise these repairs without first obtaining permission from Hollard, provided that you send a full, itemised invoice to us.
- (ii) If it is uneconomical to repair the vehicle and you do not return it to the Republic of South Africa, you will have to prove in a manner acceptable to Hollard that it is not economical to repair before we can accept your claim.

Hollard will calculate the value of the wreckage at a minimum of 20% (twenty percent) of the value the vehicle is insured for.

Hollard will first subtract the salvage from any benefit that is due to you under the policy and the reduced amount will be paid to you. You will have no further claim against Hollard and the salvage will belong to you.

**Hollard does not cover your personal liability to third parties outside the Republic of South Africa under this section.**

### b) Winching equipment

Hollard will cover you for damage to the vehicle due to the sudden and unexpected mechanical or electrical breakdown, failure or breakage of the winching equipment.

Cover excludes breakdown and failure or breakage in the following circumstances:

- (i) where it is linked to faulty design, faulty parts or faulty repair or to operating the winching equipment beyond the levels recommended by the manufacturer or supplier;
- (ii) because of wear and tear or gradual deterioration of the equipment's parts, components, cables or coupling devices that deteriorate with use.

## 8. Head-, tail- or spotlight damage

Hollard will cover you for the cost of replacing any head-, tail- or fitted spotlights that are damaged by accident, even if there is no damage to the insured vehicle.

The excess stated in your schedule for window glass claims also applies to damaged head-, tail- or fitted spotlights.

Your claim-free group is not affected by a claim for head-, tail- or fitted spotlights that are damaged.



## 9. Imported parts

If a part that the repairers need to repair your vehicle after it has suffered damage is not available in the Republic of South Africa as a standard part, Hollard will pay the cost, up to the amount stated in your schedule, of the air freighting or importing the part.

Hollard will not pay any additional cost that you might incur as a result of any delay in the repair of your vehicle due to the part not being readily available.

## 10. Locks and keys

Hollard will cover you for the cost of replacing locks and keys, including cardkeys and remote controls and the cost of reprogramming of any coded security system of your vehicle, up to the amount stated in your schedule, as a result of:

- a) damage to locks and keys;
- b) the theft, loss or disappearance of keys or remote controls;
- c) the reasonable belief that an unauthorised person may have a duplicated key, card key or remote control.

The excess for locks and keys will apply.

## 11. Medical benefit, trauma treatment and injury causing death

- a) Medical benefit following an accident:
  - (i) Hollard will pay a medical benefit if you have incurred expenses for medical treatment as a direct result of an accident that results in bodily injury to anyone travelling in your vehicle. The cover is limited to the amount stated in your schedule per incident.
  - (ii) At the time of the accident, the passenger must either be seated in the vehicle in the compartment intended for passengers. In all cases, cover will be limited to 5 (five) passengers only.
  - (iii) This benefit will not apply if any medical expenses can be recovered from any other private or statutory insurance fund or facility.
- b) Benefit following hijacking or attempted hijacking:
  - (i) Hollard will pay a medical benefit for costs you have incurred as a result of you or the driver or any passengers travelling in the insured vehicle requiring professional counselling following a hijacking, or attempted hijacking, or requiring medical attention, or suffering bodily injury, death or trauma. The cover is limited to the amount stated in your schedule, per incident.
  - (ii) This benefit will not apply if any medical expenses can be recovered from any other private or statutory insurance fund or facility.
  - (iii) Hollard will cover funeral costs, up to the amount stated in your schedule, per person, limited to the amount stated in your schedule, per incident, due to the hijacking of your insured vehicle.

## **12. Electronic and audio equipment and specified accessories**

If your factory-fitted car radio, compact disc player, MP3 player, DVD player, audio-visual accessories or any accessories of similar nature, as well as specified accessories, are lost or damaged, Hollard will cover you up to the amount stated in your schedule.

The excess stated in your schedule for each of these items will apply.

Hollard will provide cover in respect of these accessories which are temporarily removed from the insured vehicle for safety reasons, or to have them repaired or serviced.

## **13. Repatriation costs**

If the vehicle is accidentally damaged within the territorial limits and you have a valid claim under the policy, Hollard will pay up to the amount stated in your schedule towards the cost of returning the insured vehicle to the Republic of South Africa.

## **14. Replacement of vehicle**

Hollard will replace your vehicle with a vehicle of the same or similar make and model limited to the maximum limit of indemnity, under the following circumstances:

- a) if you have a valid claim under this policy; and
- b) if Hollard has decided it is not economical to repair your vehicle; or
- c) if your vehicle has been stolen and has not been recovered within a reasonable period; and
- d) if the same or similar vehicle is available on the local vehicle market; and
- e) subject to the written approval if the Financial Institution financing the vehicle at the time of the loss.

Should you wish Hollard to pay you out instead of replacing your vehicle, we may decide to do so, but our payment to you will not be more than the cost of the replacement vehicle that they have sourced.

## **15. Reward for information**

Hollard has sole discretion in deciding to pay a reward up to the amount stated in your schedule to any person or organisation (excluding the police) for information that helps us recover the vehicle and helps the police to arrest and convict any person who committed a crime which resulted in loss or damage for which you are insured and can claim for.

## **16. Transport cover**

Hollard will cover you against loss of, or damage to, the vehicle while it is being transported by sea, rail, air or road, between ports or places within the territorial limits, including during loading and unloading.

## **17. Tracking device**

If you have a tracking system in good working order in your vehicle and the vehicle is damaged and cannot be repaired or is stolen and not recovered, Hollard will pay you for the actual cost of the vehicle tracking company to install a tracking system in your replacement vehicle, provided that:

- a) the cost of the tracking device, including installation, does not exceed the maximum limit of indemnity as stated in the schedule;
- b) Hollard gives permission for the installation.

**18. Tow-in costs and vehicle protection**

If you have a valid claim within the Republic of South Africa for your vehicle under this policy, Hollard will pay up to the amount stated in your schedule, to recover and safeguard your vehicle and move it to an approved repairer. If the Hollard call centre toll-free number 0860 038 262 is used, then the full cost charged will be covered.

**19. Vehicle transfer cover**

Hollard will cover the loss of or damage to a vehicle you have purchased for the first 72 (seventy two) hours after you have taken possession of the vehicle, provided that the following conditions exist:

- a) you purchased the vehicle from a registered motor dealer;
- b) the seller has no insurance that covers the vehicle;
- c) you have at least one vehicle insured for comprehensive cover under this policy;
- d) you must add the new vehicle to your existing comprehensive cover policy and pay the premium due before Hollard will accept the claim;
- e) cover will be limited to loss or damage caused while the vehicle is in the care of or being used by you, your spouse or any other named driver on your policy.

If it is uneconomical to repair the vehicle, the payment Hollard will make will not be more than the lesser of:

- (i) the reasonable retail value of the vehicle you bought;
- (ii) the cost of replacing the vehicle with one of the same or similar make and model.

Cover is limited to the maximum amount stated in your schedule or the highest insured value of the existing insured vehicle, whichever is the lowest.

**20. Window glass**

The cover for damage to or loss of any permanent window glass and safety film fitted to an insured vehicle is limited to the amount stated in your schedule, unless there is a simultaneous loss or damage to other parts of the insured vehicle resulting from the same cause. If the glass is repaired and not replaced, you will not be responsible for paying an excess. If the window glass is replaced by a Hollard-approved supplier, as stated in your schedule, no excess will be payable.

**21. Wreckage removal costs**

Hollard will cover the reasonable cost and expenses, up to the amount stated in your schedule, to clean up and remove the debris or wreckage resulting from an accident within the Republic of South Africa, which results in a valid claim under this policy.

## Optional extensions of cover

These extensions are optional and will be stated in your schedule if you chose to include them. An additional premium will apply to these extensions.

### 1. Cover for credit shortfall

Hollard will pay the difference between the value of the insured vehicle and the outstanding amount you owe in terms of a credit agreement or finance contract you entered into, up to the maximum limit stated in your schedule.

Hollard will pay this difference only if you have a valid claim and:

- a) they consider the vehicle to be beyond economic repair after loss or damage; or
- b) the vehicle is stolen and not recovered within a reasonable period.

The credit agreement that you entered into must be a valid credit agreement in terms of the National Credit Act (Act No.34 of 2005).

Hollard will pay any amount still outstanding on your credit agreement, less:

- a) any instalments in arrears or rentals, including the interest you must pay on the arrears;
- b) all refunds of your premium due to you for the cancellation of any insurance cover relating to the vehicle;
- c) the increased instalments or rentals that you would have had to pay to ensure that there was no capital value due at the end of the finance period. These are worked out to the month in which Hollard settles the claim.

This applies if the credit agreement provided for you to pay lower instalments at the beginning of the credit/loan period and higher instalments later on. In this case, Hollard will cover you only for what you still would have owed if you had arranged to pay back the loan in equal instalments over the period of the loan.

Hollard is not legally responsible for any remaining amount that is recorded in the finance agreement.

### 2. Increased limit for windscreen glass

Hollard will increase the limit of any claim for the replacement of window glass to the amount that is stated in your policy schedule under this extension. If the window glass is replaced by a Hollard-approved supplier, as stated in your schedule, no excess will be payable.

## Motor liability

### 1. Insured event

Accidental loss of or damage to tangible property of any person for which you become legally liable to pay for. Damages, as well as the claimants' costs and expenses arising out of, or in connection with, the ownership or use of the insured motor vehicle, including the towing of any single insured vehicle, and loading and unloading, occurring during the period of insurance.

## 2. Your cover

Hollard will cover you for claims up to the amount as stated in your schedule for any insured event, including the costs and expenses you incur or are incurred on your behalf or for which you become legally liable, including the costs you incur in the defence of any action brought against you for an insured event, provided that such costs and expenses are incurred with Hollard's prior written consent. The cover will be subject to any statutory limitations in terms of the Road Accident Fund Act of 1996, as amended on 01 August 2008.

Following an insured event, Hollard will:

- a) cover you;
- b) cover any person who is temporarily driving or using the insured vehicle with your express or implied permission provided that person
  - (i) is not entitled to cover under any other policy;
  - (ii) complies with and fulfils all obligations under this policy and is subject to the terms, conditions and exclusions of this policy as though he/she were you;
  - (iii) to your knowledge has not been refused any motor vehicle insurance or renewal thereof.
- c) cover any passenger in the insured vehicle against all sums including claimant's costs and expenses for which you or they become legally liable as a result of an insured event resulting from their occupancy of the insured vehicle;
- d) cover you for insured events while you are temporarily driving a vehicle other than the insured vehicle (with a carrying capacity not exceeding 10 (ten) persons) or goods vehicle (with a gross mass not exceeding 3 500 kg), not owned by you and not leased or hired or being purchased by you under a credit or similar agreement.

Damages to the motor vehicle are excluded.

Hollard will also pay the costs and expenses you incur with our prior written consent which relate to the defence of any civil or criminal action brought against you and for obtaining representation for you at the inquest or fatal accident enquiry as a result of an insured event, provided that the total combined personal liability of any claim and such associated costs will be limited to the amount stated in your schedule.

## 3. Territorial limits for legal defence and associated costs

This section of the policy is subject to an insured event happening anywhere in the Republic of South Africa or, while for a period not exceeding 30 (thirty) consecutive days, the insured vehicle is in Mozambique, Namibia, Lesotho, Botswana, Swaziland, Zimbabwe, Malawi, Tanzania, Zambia, Kenya and Uganda.

## 4. Jurisdiction

Hollard will not accept liability in respect of any judgment or cost order awarded against you, where the insured event giving rise to the claim against you occurs outside of the Republic of South Africa unless such judgment or cost order is obtained through a court of the Republic of South Africa.

## 5. Exclusions

Hollard will not cover you for Personal Liability arising from or relating to or in any way associated with:

- a) compensation which falls within the scope of any compulsory motor vehicle insurance law in any of the territories where this cover applies, even where no such compulsory insurance is maintained;
- b) damage to property belonging to or held in trust by or in custody or control of you, your family, the driver of the insured vehicle, or any person covered by the policy while such property is being transported or loaded or unloaded;
- c) a contract or agreement you entered into, unless such liability would in any event have ensued without you entering into such contract, or from any fraudulent act or misrepresentation by another person;
- d) death of or bodily injury to members of your family permanently residing with you, or if the vehicle is driven by someone other than you, such driver's family permanently residing with them;
- e) death of or bodily injury to persons carried in or on or getting on or off any caravan or trailer;
- f) death or bodily injury to persons carried in or on or getting on or off any vehicle being towed by the insured vehicle;
- g) death or bodily injury to persons carried outside the passenger compartment of the insured vehicle at the time of the insured event;
- h) any amount exceeding R500 000 (five hundred thousand Rand) for death, bodily injury and damage to property if the golf cart, quad bike or lawn-mower is being driven by a person under the age of 16 (sixteen) years;
- i) any vehicle while it is being used for racing, speed testing, hill climbs or trials.

## Specific exclusions

Hollard will not cover the following:

1. The excess as stated in your schedule.
2. Any event, injury, loss, damage and/or legal liability that occurs while you or anyone you allow to drive the insured vehicle with your expressed or implied consent:
  - a) incurs loss or damage arising from theft of the insured vehicle while the ignition keys of your vehicle have been left in or on the vehicle;
  - b) uses or drives it in any way other than according to the description of its use, or not in line with its specifications given in the manufacturer's booklet;
  - c) is not fully licensed to drive your vehicle in terms of the law that applies to any territory listed under the territorial limits of this policy;
  - d) drives your insured vehicle while under the influence of alcohol or drugs, or while the alcohol content of the driver's blood is above the legal limit, or the insured or driver of the vehicle fails a police administered breathalyser test;
  - e) if the insured vehicle or any part of it does not comply with or in any way meet any of the required conditions for roadworthiness as set out in the National Road Traffic Act (or any law that replaces it, or any provincial or local laws which apply to your motor vehicle), then all benefits from any claim you make under this policy will fall away and Hollard will have no Personal Liability to you or any other party in respect of any claim under the Motor section of this policy;
  - f) if you use your insured vehicle for commercial travelling, or for any business, trade or work, other than as declared in the proposal form of the policy;

- g) if you use the insured vehicle to:
    - (i) carry goods or samples for trade purposes;
    - (ii) carry passengers for hire or reward;
    - (iii) tow another vehicle for reward;
    - (iv) rent it out;
    - (v) teach learner drivers to drive for reward;
    - (vi) race or rally or use on any track whether an organised event or no;
    - (vii) compete in timing or trails or any driving on a motor track or a racing circuit, track, obstacle course or test circuit;
  - h) if you use your insured vehicle to transport toxic waste, medical waste, explosives or other hazardous goods, for which you need permission from the authorities;
  - i) if you use your insured vehicle to carry any load or passengers that are above the capacity that your vehicle has been made for or is licensed to carry;
  - j) if you use your vehicle on airport property anywhere other than in the car park or drop-off zone.
- 3.** Any event, injury, loss, damage and/or liability that occurs while a member of the motor trade is looking after or has custody and/or control of your insured vehicle, unless it is being overhauled, serviced or repaired or you have recently bought it and it is waiting to be collected from a recognised motor dealer.
- 4.** Any event, injury, loss, damage and/or liability that occurs because:
- a) you chose to abandon your insured vehicle after an accident, unless you felt that your life was in danger;
  - b) your claim results from or is connected to an exchange, cash or credit sales agreement, or amounts to theft under false pretences and fraud;
  - c) customs or other officials or authorities have demanded you forfeit your insured vehicle or have seized, detained, confiscated or requisitioned it.
- 5.** The depreciation, decrease or reduction in value of your insured vehicle whether caused by damage or loss arising from an insured event or from resultant repairs or from wear or tear or otherwise.
- 6.** Mechanical, electronic or electrical breakdown, failures or breakages, including any loss of or damage to any mechanical, electrical or electronic part as a result of that breakdown, failure or breakage, unless accompanied or caused by other insured damage.
- 7.** Gradual damage including wear and tear or other gradual process including rust, oxidation, smoke, mildew, corrosion, decay or deterioration over time by any other means including infestation by pests.
- 8.** Damage to tyres and rims from applying brakes or from punctures, cuts or bursts caused by road hazards or potholes, except where the damage is the result of an accident which also causes damage to other parts of the insured vehicle.
- 9.** Any secondary loss or damage flowing from or consequent to any loss which may give rise to a claim under this policy, including loss of income or profit.
- 10.** Payments, arrear payments, interest and finance charges which you owe due to you having purchased the insured vehicle through hire purchase or a similar agreement.
- 11.** An insured event that gives rise to a claim and which happens outside the Republic of South Africa, if your vehicle has been outside the Republic of South Africa for longer than a continuous period of 30 (thirty) days.
- 12.** Loss or damage which occurs outside the Republic of South Africa, if you have used the insured vehicle outside the Republic of South Africa for more than a total of 90 (ninety) days during a 12 (twelve)-month period of insurance.

## Section 5 – Motorcycles

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## What Hollard covers

### 1. Your cover

If your motorcycle or any part of it is lost or damaged, Hollard may decide either to pay to repair or replace it, or pay you an amount equal to the loss or damage. If you bought your motorcycle on a hire purchase or similar agreement, then Hollard will pay the owner of the motorcycle in terms of the agreement, and once the owner has been paid, you will have no further claim against Hollard.

The maximum amount that Hollard will pay for loss of, or damage to, your insured motorcycle will be the lower of the following amounts:

- a) the amount stated in your schedule if your motorcycle is insured on an agreed value;
- b) or the listed retail value adjusted for mileage and condition, less the excess or any amount due for betterment.

If your motorcycle is insured on an agreed value it is your responsibility to ensure the correct value of the vehicle to be insured, and to verify such value regularly. You may do so by contacting a reputable dealership for your motorcycle, and following this to provide any amended value to Hollard.

Hollard reserves the right to use certified generic parts to repair motorcycles outside of the manufacturer's warranty period.

The following cover types are available under this section and are defined under.



**Section 4: Motor, Specific definitions:**

- a) Comprehensive cover;
- b) Third party, fire and theft only cover;
- c) Third party cover only.

Hollard will cover you only if the insured event occurs in any of the countries listed under **Section 4: Motor, Specific definitions, Territorial limits**.

Hollard will not cover you for loss or damage which occurs outside the Republic of South Africa, if you have used the insured motorcycle outside of South Africa for more than a total of 90 (ninety) days during any 12 (twelve)-month period of insurance.

Hollard will cover you against loss of or damage to the motorcycle while it is being transported by sea, rail, air or road, between ports or places in the countries in which the cover under this policy is valid, including during loading and unloading.

**2. New motorcycle**

If within 1 (one) year of your insured motorcycle first being registered as a new motorcycle or of its first being used, it is:

- a) stolen or hijacked and not recovered and returned to you within a reasonable time; or
- b) damaged and the cost of the repairs is more than 70% (seventy percent) of the reasonable retail value, including tax at the time of the damage occurring,

then Hollard will either:

- (i) replace your motorcycle with a new one; or
- (ii) pay the cost of purchasing a new motorcycle of the same or similar make and model, up to the lesser of the reasonable retail value of the insured motorcycle at the date of loss or the amount stated in your schedule.

If your motorcycle is lost or damaged more than 1 (one) year after being first registered as new or of its first being used, the maximum amount Hollard will pay you will be the retail value of the insured motorcycle at the time of the loss or damage.

**3. No excess payable**

You will not pay the basic excess stated in your schedule for any claim where

- a) you, your spouse, life partner or any driver named in your policy as driver or is driving or in control of the motorcycle:
  - (i) is 60 (sixty) years of age or older; and
  - (ii) has been a licensed driver for 5 (five) years or more;
- b) you will not pay a basic excess if you have had a tracking system installed in your insured motorcycle and it is stolen or hijacked and recovered with damages, provided that the tracking system has been adequately maintained and regularly tested at the time of the loss;
- c) you will pay only a basic excess if you have had a tracking system installed in your insured motorcycle and it is stolen or hijacked and not recovered, provided that the tracking system has been adequately maintained and regularly tested at the time of the loss.

## Automatic extensions of cover

These extensions of cover are automatically part of the comprehensive cover option.

### 1. Authorising emergency repairs

If your claim is valid under this section, Hollard will cover you for emergency repairs up to the amount stated in your schedule, to enable you to continue your journey.

You may give permission for these repairs to be done without first obtaining permission from Hollard, provided that you send a full, itemised invoice to us.

### 2. Delivery after repairs

Hollard will cover you for the reasonable costs, up to the amount stated in your schedule, of having your insured motorcycle delivered to your insured address within South Africa as stated in your schedule, once the repairs agreed to have been completed.

### 3. Imported parts

If a part that the repairers need to repair your motorcycle after it has suffered loss or damage is not available in the Republic of South Africa as a standard part, Hollard will pay the cost of air-freighting or importing the part up to the amount as stated in your schedule.

Hollard will not cover any additional costs that you might incur as a result of any delay in the repair of your motorcycle owing to the part not being readily available.

### 4. Locks, keys and remote controls

Hollard will cover you for the cost of replacing locks and keys, including card-keys and remote controls and, if necessary, the reprogramming of any coded security system of your motorcycle up to the amount stated in your schedule, as a result of:

- a) damage to locks, keys and remote controls;
- b) the theft, loss or disappearance of keys or remote controls;
- c) the reasonable believe that an unauthorised person may have a duplicate key, cardkey or remote control.

The excess for locks and keys will apply.

Your claim-free group is not affected by a claim for locks and keys.

### 5. Medical benefit, trauma treatment and injury causing death

- a) Medical expenses following an accident:
  - (i) Hollard will a medical benefit if you have incurred expenses for medical treatment as a direct result of an accident that result in bodily injury to anyone travelling in or on your motorcycle. The cover is limited to the amount stated in your schedule per incident;
  - (ii) at the time of the accident, the passenger must either be seated in an attached side car or be riding as passenger on the motorcycle. In all cases, cover will be limited to one passenger only;

- (iii) this benefit will not apply if any medical expenses can be recovered from any other private or statutory insurance fund or facility.
- b) Benefit following hijacking or attempted hijacking:
  - (i) Hollard will pay a medical benefit if you have incurred medical expenses as a result of you or the driver or any passenger travelling in or on the motorcycle requiring professional counselling following a hijacking or attempted hijacking or requiring medical attention or suffering bodily injury, death or trauma. The cover is limited to the amount stated in your schedule, per incident;
  - (ii) this benefit will not apply if any medical expenses can be recovered from any other private or statutory insurance fund or facility;
  - (iii) Hollard will cover funeral costs, up to the amount stated in your schedule, per person, limited to the amount stated in your schedule, per incident, due to the hijacking of your insured motorcycle.

## **6. Radios, various players and specified accessories**

If your factory-fitted radio, compact disc player, MP3 player, accessories of a similar nature as well as specified accessories, are lost or damaged, Hollard will cover you up to the amount stated in your schedule. The excess stated in your schedule for each of these items will apply.

Hollard will provide cover in respect of these accessories which are temporarily removed from the insured motorcycle for safety reasons or to have them repaired or serviced, or for a similar purpose.

## **7. Replacing your motorcycle**

Hollard will replace your insured motorcycle with a motorcycle of the same or similar make and model limited to the amount as stated in your schedule, under the following conditions:

- a) you have a valid claim under this policy; and
- b) hollard has decided it is not economical to repair your motorcycle; or
- c) your motorcycle has been stolen and has not been recovered within a reasonable period; and
- d) the same or similar motorcycle is available on the local market.

If you wish Hollard to pay you out instead of replacing your insured motorcycle, we may decide to do so, but their payment to you will not be more than the cost of the replacement motorcycle that we have sourced.

## **8. Reward for information**

Hollard has sole discretion in deciding to pay a reward of up to the amount stated in your schedule to any person or organisation (but excluding you or the policy) for information that helps the police arrest and convict any person who committed a crime which resulted in loss or damage for which you are insured and can claim.

## **9. Tow-in costs and motorcycle protection**

If you have a valid claim within the Republic of South Africa for your insured motorcycle under this policy, Hollard will pay up to the amount stated in your schedule, to recover and safeguard your motorcycle and move it to an approved repairer. If the Hollard call centre toll-free number 0860 038 262 is used, then the full cost charged will be covered.

## 10. Tracking device

If you have a tracking device in good working order in your insured motorcycle and the motorcycle is damaged and cannot be repaired or stolen and not recovered, Hollard will pay you for the actual cost, up to the amount stated in your schedule, of an approved tracking company installing a tracking device in your replacement motorcycle, provided that:

- a) the cost of the tracking system including installation is not more than the amount as stated in your schedule; and
- b) Hollard gives their permission in writing for the installation.

## 11. Wreckage removal costs

Hollard will pay the reasonable costs and expenses, up to the amount stated in your schedule, to clean up and remove the debris or wreckage resulting from an accident within the Republic of South Africa, which resulted in a valid claim under this policy.

## Optional extensions of cover

**These extensions are optional and will be stated in your schedule if you chose to include them. An additional premium will apply to these extensions.**

### 1. Cover for credit shortfall

Hollard will pay the difference between the value of the insured motorcycle as stated in your schedule and the outstanding amount you owe in terms of the credit agreement or finance contract that you entered into, up to the limit stated in your schedule.

Hollard will pay this difference only if you have a valid claim and:

- a) if Hollard consider the motorcycle to be beyond economic repair after a loss or damage; or
- b) if the motorcycle is stolen and not recovered within a reasonable period.

The credit agreement that you entered into must be a valid credit agreement in terms of The National Credit Act (Act 34 of 2005).

Hollard will pay any amount still outstanding on your credit agreement, less:

- (i) any instalments in arrears or rentals, including the interest you must pay on the arrears;
- (ii) all refunds of your premium due to you for the cancellation of any insurance cover relating to the motorcycle;
- (iii) the increased instalments or rentals that you would have had to pay to ensure that there was no capital value due at the end of the finance period. These are worked out to the month in which the Insurer settles the claim.

This applies if the credit agreement provided for you to pay lower instalments at the beginning of the credit/loan period and higher instalments later on. In this case, Hollard will not cover you for the balance that you owe. Hollard will cover you only for what you still would have owed if you had arranged to pay back the loan in equal instalments over the period of the loan. Hollard is not legally liable for any remaining amount that is recorded in the finance agreement.

## Specific Exclusions

The **General exclusions, Specific exclusions** noted under **Section 4: Motor** and the liability exclusions noted under **Section 9: Legal liabilities to third parties** apply to **Section 5: Motorcycles**.

The following additional exclusions will also apply:

1. Damage to or Personal liability connected with any insured unlicensed motorcycle, quad bike or golf cart while you or anyone you allow to drive the vehicle drives it on a public road.
2. Hollard will not be legally liable for the theft of factory fitted accessories unless the motorcycle is stolen at the same time.

## Personal liability to third parties

The cover under **Section 4: Motor (Motor liability)** and **Section 9: Personal liability to third parties** affected by an insured event applies to **Section 5: Motorcycles**.

## Section 6 – Caravans and Trailers

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### What Hollard covers

#### 1. Your cover

If your trailer or caravan or any part of it is lost, or damaged, Hollard may decide either to pay you an amount equal to the loss or damage, repair or replace it.

If you bought your trailer or caravan on a hire purchase or similar agreement, then Hollard will pay the owner of the trailer or caravan in terms of the agreement and once the owner has been paid, you have no further claims against Hollard.

The maximum amount that Hollard will pay for loss of or damage to your insured trailer or caravan will be:

- a) the listed retail value, less the excess and any amount due for betterment.

The following cover types are available under this section and are defined under **Section 4: Motor Specific definitions**:

- Comprehensive
- Third party, fire and theft only.

Hollard will cover you only if the insured event occurs within the territorial limits as listed in the Specific Definitions of the Motor section.

Hollard will not cover you for loss or damage which occurs outside of the Republic of South Africa, if you have used the insured trailer or caravan outside of the Republic of South Africa for more than a total of 90 (ninety) days during any 12 (twelve)-month period of insurance.

Hollard will cover you against loss or damage to the trailer or caravan while it is being transported by sea, rail or air, between ports or places within the territorial limits, including loading and unloading.

## Extensions of cover

These extensions of cover are automatically part of the comprehensive cover option only.

### 1. Authorising emergency repairs

If your claim is valid under this section, Hollard will cover you for emergency repairs up to the amount stated in your schedule, to enable you to continue your journey.

You may give permission for these repairs to be done without first obtaining permission from Hollard, provided that you send a full, itemised invoice to us.

### 2. Delivery after repairs

Hollard will cover you for the reasonable cost, up to the amount stated in your schedule, of having your insured trailer or caravan delivered to your insured address, within South Africa, as stated in your schedule once the repairs agreed to have been completed.

### 3. Locks and keys

Hollard will cover you for the cost of replacing locks and keys and the cost of reprogramming of any coded security system of your trailer or caravan, up to the amount stated in your schedule, as a result of:

- a) damage to locks;
- b) the theft or disappearance of keys or remote controls;
- c) the reasonable belief that an unauthorised person may have a duplicated key, card key or remote control.

The excess for locks and keys will apply.

### 4. Reward for information

Hollard has sole discretion in deciding to pay a reward to any person or organisation (excluding the police) for information that helps them recover the vehicle and helps the police to arrest and convict any person who committed a crime which resulted in loss or damage for which you are insured and can claim for.

### 5. Tow-in costs and protection

If you have a valid claim within the Republic of South Africa for your trailer or caravan under this policy, Hollard will pay the reasonable cost, up to the amount stated in your schedule, to recover and safeguard your caravan or trailer and move it to the closest repairer.

### 6. Wreckage removal costs

Hollard will cover the reasonable cost and expenses, up to the amount stated in your schedule, to clean up and remove the debris or wreckage resulting from an accident within the Republic of South Africa which results in a valid claim under this policy.

## Optional extensions of cover

These extensions are optional and will be stated in your schedule if you chose to include them. An additional premium will apply to these extensions.

### 1. Cover for credit shortfall

Hollard will pay the difference between the value of the insured trailer or caravan and the outstanding amount you owe in terms of a credit agreement or finance contract you entered into, up to the limit stated in your schedule.

Hollard will pay this difference only if you have a valid claim and:

- a) if Hollard consider the trailer or caravan to be beyond economic repair after loss or damage; or
- b) if the trailer or caravan is stolen and not recovered within a reasonable period.

The credit agreement that you entered into must be a valid credit agreement in terms of the National Credit Act (Act No.34 of 2005).

Hollard will pay any amount still outstanding on your credit agreement, less:

- (i) any instalments in arrears or rentals, including the interest you must pay on the arrears;
- (ii) all refunds of your premium due to you for the cancellation of any insurance cover relating to the vehicle;
- (iii) the increased instalments or rentals that you would have had to pay to ensure that there was no capital value due at the end of the finance period. These are worked out to the month in which Hollard settles the claim.

This applies if the credit agreement provided for you to pay lower instalments at the beginning of the credit/loan period and higher instalments later on. In this case, Hollard will cover you only for what you still would have owed if you had arranged to pay back the loan in equal instalments over the period of the loan.

Hollard is not legally responsible for any remaining amount that is recorded in the finance agreement.

## Specific exclusions

Hollard will not cover the following:

1. The excess as stated in your schedule.
2. Any event, injury, loss, damage and/or legal liability that occurs while you or anyone you allow to use the insured trailer or caravan with your expressed or implied consent:
  - a) uses it in any way other than according to the description of its use, or not in line with its specifications given in the manufacturer's booklet;
  - b) tows your insured trailer or caravan while under the influence of alcohol or drugs, or while the alcohol content of the driver's blood is above the legal limit, or fails a police-administered breathalyser test;
  - c) if the trailer or caravan, or any part of it does not comply with or in any way meet any of the required conditions for roadworthiness as set out in the National Road Traffic Act (or any law that replaces it, or any provincial or local laws which apply to your trailer or caravan), then all benefits from any claim you make under this policy will fall away and Hollard will have no personal liability to you or any other party in respect of any claim under the **Caravan and trailer section** of this policy;
  - d) if you use your insured trailer or caravan for commercial travelling, or for any business, trade or work, other than as declared in the proposal form of the policy;



- e) if you use the insured trailer or caravan to:
    - i) carry goods or samples for trade purposes; or
    - ii) rent it out;
  - f) if you use your insured trailer or caravan to transport toxic waste, medical waste, explosives or other hazardous goods, for which you need permission from the authorities;
  - g) if you use your trailer or caravan to carry any load that are above the capacity that your trailer or caravan has been made for or are licensed to carry;
  - h) if you use your trailer or caravan on airport property anywhere other than in the car park or drop-off zone;
3. Any event, injury, loss, damage and/or liability that occurs while a member of the motor trade is looking after or has control and/or custody of your insured trailer or caravan, unless it is being overhauled, serviced or repaired or you have recently bought it and it is waiting to be collected from a recognised motor dealer.
  4. Any event, injury, loss, damage and/or liability that occurs because:
    - a) you chose to abandon your insured trailer or caravan after an accident, unless you felt that your life was in danger;
    - b) your claim results from or is connected to an exchange, cash or credit sales agreement, or amounts to theft under false pretences and fraud;
    - c) customs or other officials or authorities have demanded you forfeit your insured trailer or caravan or have seized, detained, confiscated or requisitioned it.
  5. The depreciation, decrease or reduction in value of your insured trailer or caravan, whether caused by damage or loss arising from an insured event or from resultant repairs or from wear or tear or otherwise.
  6. Mechanical, electronic or electrical breakdown, failures or breakages, including any loss of or damage to any mechanical, electrical or electronic part as a result of that breakdown, failure or breakage.
  7. Gradual damage including wear and tear or other gradual process including rust, oxidation, smoke, mildew, corrosion, decay or deterioration over time by any other means including infestation by pests.
  8. Damage to tyres and rims from applying brakes or from punctures, cuts or bursts caused by road hazards or potholes, except for where the damage is the result of an accident which also causes damage to other parts of the insured trailer or caravan.
  9. Any secondary loss or damage flowing from or consequent to any loss which may give rise to a claim under this policy, including loss of income or profit.
  10. Payments, arrear payments, interest and finance charges which you owe due to you having purchased the insured trailer or caravan through hire purchase or a similar agreement.
  11. An insured event that gives rise to a claim and which happens outside the Republic of South Africa, if your trailer or caravan has been outside the Republic of South Africa for longer than a continuous period of 30 (thirty) days.
  12. Loss or damage which occurs outside the Republic of South Africa, if you have used the insured trailer or caravan outside the Republic of South Africa for more than a total of 90 (ninety) days during a 12 (twelve)-month period of insurance.

### Personal liability to third parties

The cover under **Section 4: Motor (Motor liability)** and **Section 9: Personal liability to third parties** affected by an insured event applies to **Section 6: Caravan and trailer**.

## Section 7 – Watercraft and Pleasure-craft

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### Specific definitions

#### 1. Vessel

Refers to any yacht, motorboat or ski-boat which consists off the hull (length not exceeding 6 (six) metres), superstructure, fittings, machinery, engines, motors, boats, gear and equipment which is normally be sold as one unit, excluding its trailer. Use limited to social and pleasure purposes only and you warrant that the vessel is maintained in a seaworthy condition at all times.

#### 2. Insured events

Insured events are:

- a) damage following a collision into another vessel or object on the water, and collision with submerged objects;
- b) fire, lightning, explosion, earthquake or volcanic eruption;
- c) malicious acts or vandalism;
- d) loss of or damage to outboard motors provided that they were securely attached to the vessel by an anti-theft device;
- e) theft or attempted theft including machinery, outboard motors, gear or equipment, or following forced and violent entry into or exit from the vessel or place of storage.

## What Hollard covers

### 1. Your cover

If the vessel is lost or damaged following an insured event Hollard may decide to either pay for repairs by an acceptable repairer or to replace it or to pay you an amount equal to the loss or damage. Loss or damage as a result of latent defects in the vessel or its machinery and motors is not covered.

If you bought your vessel on a hire purchase or similar agreement, then Hollard will pay the owner of the vessel in terms of the agreement and once the owner has been paid, you have no further claims against us.

The maximum amount that Hollard will pay for loss of or damage to your insured vessel will be the lower of the following amounts:

- a) the amount stated in your schedule; or
- b) the listed retail value.

A survey must be carried out by a competent marine surveyor for all vessels older than 10 (ten) years, prior to inception of the policy.

It is a condition precedent to liability that any vessel used on inland and/or coastal waters, whether regularly or occasionally, has been inspected by a person who is recognised by the South African Maritime Safety as being competent to carry out such inspections and that an appropriate and current certificate of fitness/seaworthiness including Buoyancy Certificate has been issued for such vessel:

- (i) the Certificate of Fitness and/or Seaworthy Certificate is valid for a period of 12 (twelve) months and must be renewed annually;
- (ii) it is a further requirement of this policy that any person operating such a vessel is in possession of a valid skipper's license (Certificate of Competence) as recognised by the South African Maritime Authority;
- (iii) survey report if and when required by Hollard, but not limited to South Africa only.

### 2. Launch and surf launch

You are covered for loss or damage caused by launching or taking out of the water of the vessel from a designated slipway or as a result of a surf launch, but this excludes cover for damage or loss resulting from launching from an area not designed for, or is not permitted to be used for, launching.

### 3. Personal liability to third parties

Hollard will indemnify you or any person using the vessel with your permission or any water-skier being towed or preparing to be towed by the insured vessel against all sums including claimant's costs and expenses which you become legally liable to pay in respect of:

- a) death of or bodily injury to any person other than yourself, or
  - (i) a person being carried in the vessel;
  - (ii) a member of your family normally residing with you;
  - (iii) an employee of yours or your family who is killed or injured in the course of such employment;

- b) loss of or damage to property not belonging to you or the permitted user;
- c) attempted or actual raising, removal or destruction of the wreck of the vessel or any neglect or failure to raise, remove or destroy the wreck;
- d) expenses incurred by you with Hollard's written consent in connection with official enquiries and coroners inquests;
- e) legal costs, incurred with the Insurer's prior written consent in defending any action of contesting liability whether or not such action proceeds in the criminal or civil court.

Liability in respect of this section is limited to the amount stated in your schedule, in respect of any one claim or series of claims arising from one event.

## Extensions of cover

### 1. Emergency and salvage charges

Hollard will cover all reasonable and necessary costs, up to the sum insured of the vessel, in minimising or averting a loss which would be covered under this policy.

Hollard will cover the reasonable cost, to the limit stated in your schedule, of salvaging the vessel after a loss or damage, including lifting out, removal or destruction of the wreckage.

### 2. Medical benefit

Hollard will pay a medical benefit for expenses incurred and paid for as a result of bodily injury sustained by any person on board the vessel arising out of an accident up to the amount stated in your schedule per person or the amount stated in your schedule per any one occurrence, if not otherwise insured.

This benefit will not apply if any medical expenses can be recovered from any other private or statutory insurance fund or facility.

Hollard will cover the cost of trauma counselling from a professional counsellor up to an amount stated in your schedule per incident, following a hijacking or violent theft of the vessel.

### 3. Repatriation costs

Hollard will pay the costs of returning the vessel to the Republic of South Africa, following damage or loss by an insured event outside the territorial limits of the policy, up to an amount stated in your schedule.

### 4. Sighting expenses

Hollard will pay the reasonable cost of sighting the underwater section of the hull after grounding, even if no damage is found.

### 5. Towing and delivery costs

Hollard will pay for the costs, up to the limit stated in your schedule, to store, safeguard and remove the vessel to the nearest repairer if the vessel is not in working order following an insured event, up to an amount stated in your schedule for towing.

Hollard will also pay the cost of delivering the vessel to the address where the vessel is normally kept within South Africa, after repairs have been completed, up to an amount stated in your schedule.

## 6. Transit risks

Hollard will cover any loss or damage, up to the limit stated in your schedule, following transit by land (including loading and unloading) and liability to third parties, but this excludes scratching and denting. This section also extends to include cover for claims made by third parties for death, injury or damage arising out of such loading operations.

Hollard will not be liable while the vessel is:

- a) being conveyed by a person who has no valid driving licence, unless the person concerned is charged with the theft or illegal use of the vehicle used for towing the trailer;
- b) under the control of any person who is under the influence of intoxicating liquor or drugs or while the concentration of alcohol in their blood exceeded the statutory limit or fails a police-administered breathalyser test;
- c) being conveyed on a trailer that is un-roadworthy or unregistered.

## 7. Transfer cover

Hollard will cover you for loss or damage to a vessel you have purchased for the first 24 (twenty four) hours after taking physical possession of the vessel, provided that there is another vessel comprehensively insured on the policy.

The extension will only be applicable if the vessel is purchased from a member of the marine trade and if the seller has not insured the risk elsewhere. The cover is for an amount not exceeding the reasonable market value of the insured vessel.

## 8. Unavailable parts

If a part that is needed to repair the vessel after an insured event is not available as a standard ready-made part in the Republic of South Africa, Hollard will pay an amount equal to the listed value of the part at the time of the loss or damage. The value of the part will be determined according to the price provided in the most recent catalogue relevant to the vessel.

## 9. Use by other persons

Hollard will cover any person other than:

- a) the operator; or
- b) employee of an operator

of a shipyard, repair yard, slipway, yacht club, marina or vessel sales service, using the vessel with your permission, provided he complies with the terms of the policy.

## Optional extensions

### 1. Credit shortfall cover

Hollard will pay the difference between the value of the vessel and the outstanding settlement amount you owe in terms of a credit agreement or finance contract you entered into, up to the limit stated in your schedule.

Hollard will pay this difference only if you have a valid claim and if:

- a) Hollard consider the vessel to be beyond economic repair after loss or damage; or
- b) the vessel is stolen and not recovered within a reasonable period.

The credit agreement that you entered into must be a valid credit agreement in terms of the National Credit Act (Act No.34 of 2005).

Hollard will pay any amount still outstanding on your credit agreement, less:

- (i) any instalments in arrears or rentals, including the interest you must pay on the arrears;
- (ii) all refunds of your premium due to you for the cancellation of any insurance cover relating to the vessel;
- (iii) the increased instalments or rentals that you would have had to pay to ensure that there was no capital value due at the end of the finance period. These are worked out to the month in which Hollard settles the claim.

This applies if the credit agreement provided for you to pay lower instalments at the beginning of the credit/loan period and higher instalments later on. In this case, Hollard will cover you only for what you still would have owed if you had arranged to pay back the loan in equal instalments over the period of the loan.

Hollard is not legally responsible for any remaining amount that is recorded in the finance agreement.

### 2. Specified accessories

Hollard will pay for the loss or damage to accessories that form part of the vessel and are described on the schedule, when inside the vessel or temporarily removed from the vessel (including water-skis and electronic equipment).

## Specific exclusions

### 1. Loss or damage to vessel

Hollard will not be liable for loss or damage:

- a) while the vessel is:
  - (i) being used for any purpose other than private and pleasure;
  - (ii) let out on hire or charter;
  - (iii) carrying passengers for reward;
  - (iv) being towed on water, except:
    - when in need of assistance;
    - for customary towage in connection with laying up, fitting out or repairs;

- (v) towing or salvaging a vessel other than one in distress;
  - (vi) towing or salvaging a vessel (whether in distress or not) under a contract arranged prior to commencing towing or salvaging;
  - (vii) participating in racing or speed tests, or any trials in connect therewith, including regattas;
  - (viii) left moored or anchored unattended off an exposed beach or shore and it becomes stranded, sunk, swamped or breaks adrift;
  - (ix) being piloted by a skipper less than 16 (sixteen) years old;
  - (x) being piloted by a skipper in possession of a valid Certificate of Efficiency as required by law under the South African Maritime Safety Authority;
- b) to a vessel that is not seaworthy or where it has not been certified seaworthy annually;
  - c) as a result of smoke, oil or water leakage from motors and fuel tanks;
  - d) while the vessel is in the possession, custody or control of a member of the marine trade, except for the purpose of maintenance or repair;
  - e) if vessel is used as a houseboat or permanent residence;
  - f) while the vessel is left unattended or not stored in a locked premises;
  - g) while kept at a boat storage facility or club house and not securely chained to an immovable object and not fitted with a hitch lock;
  - h) any third party liability claims arising from the operation of a jet ski, wet bike or similar watercraft;
  - i) wear and tear, mechanical or electrical breakdown (unless damage was as a result of a collision), depreciation and deterioration from use, moth, vermin, rot or rust;
  - j) the cost of any defect in repair or alteration work carried out for your account or any maintenance related costs;
  - k) the cost of a glitter or decorative finish other than to the surface area actually damaged;
  - l) to moorings, nets, diving and fishing gear and other sports equipment, binoculars, sextants, nautical books and maps or any navigational equipment, personal effects and consumable stores, fuel, radar, fish-finders, radios, televisions or any electronic equipment;
  - m) to sails and protective covers split by the wind or blown away whilst set, unless occasioned by the vessel being stranded or in a collision or in contact with any external substance other than water or as a consequence of damage to the mast and boom to which the sails are attached;
  - n) the dropping off of outboard motors unless the motors are bolted or chained to a permanent fixture in the hull;
  - o) due to scratching, bruising or denting arising during transit by road or during loading or off-loading;
  - p) theft of inflatable craft when deflated unless following visible forced and violent entry into the vessel or place of storage of if the inflatable craft is stolen with the vessel;
  - q) to any part condemned solely because of a fault in the design or construction of the vessel;
  - r) loss of or damage to the insured vessel whilst being used by you or any other person where the alcohol concentration of yourself or such person exceeds the legal limit applicable to driving a vehicle as envisaged by Section 65 of the National Road Traffic Act 93 of 1996 (as amended or substituted) and the Regulations promulgated there under or where you or such person is under the influence of intoxicating liquor or drugs with a narcotic effect or fails a breathalyser or blood test.

## 2. Personal liability to third parties

Hollard will not indemnify you or the permitted user or water-skier against claims resulting from Personal Liability from:

- a) death or bodily injury in respect of any person employed in any capacity by you or any other person in connection with the vessel or similarly by any person using the vessel with your permission or similarly employed by any water skier;
- b) accidents arising from any person engaging in kiting or other airborne sport while being towed by the insured vessel or preparing to be towed by the insured vessel or until safely back on board the vessel;
- c) accidents arising while the vessel is in transit by mechanically propelled road vehicle, rail, ship or aircraft;
- d) death or bodily injury in respect of fare-paying passengers and loss of or damage to their property;
- e) damages or penalties arising under contract or agreement you entered into, unless such liability would in any event have ensued without you entering into such contract;
- f) fines or other penalties imposed under any statutory code or common law in respect of any offence committed;
- g) death or bodily injury to any person operating or employed by the operator of a shipyard, repair yard, slipway, yacht club, marina, sales agency or similar organisation.

## Specific Conditions

### 1. Average

If, at the time of damage, the cost of repairing the vessel at the reasonable market value exceeds the sum insured stated on the schedule, you will be responsible for the rateable portion of the loss or damage.

### 2. Care of vessel

You will take all reasonable steps to protect and maintain the vessel in a proper state of repair and seaworthiness.

### 3. Competency

Hollard will not be liable for loss or damage, injury or liability caused, sustained or incurred while the vessel is being piloted by any person not competent to pilot such vessel, unless under the immediate supervision of a person so competent.

### 4. First amount payable

You will be responsible for the excess as shown in the schedule.

### 5. Interest of titleholder

If at the time of a total loss the vessel is the subject of a credit agreement, Hollard will pay the title holder in the agreement up to the outstanding amount, limited to the sum insured in the schedule for the vessel.

### 6. Left afloat clause

Hollard will not be liable for loss of or damage to the vessel, or for liability to any third party, or for any salvage services caused by the vessel being stranded, swamped, sunk or breaking adrift while left moored or anchored unattended off an exposed beach or shore.



### **7. Market value**

The maximum amount payable by Hollard is the reasonable market value of the vessel at the time of the damage or loss or the sum insured reflected in the schedule, whichever is the lesser.

### **8. Outboard motors**

Outboard motors must be specified on the schedule. Inboard motors that are standard built-in motors do not need to be specified, unless the motors have been upgraded or altered.

### **9. Surveys**

If the vessel is older than 10 (ten) years, Hollard may request a copy of a professional survey report. The cost of the survey will be for your account.

### **10. Territorial limits**

Hollard will not be liable for damage, loss, injury or liability caused, sustained or incurred outside the territorial limits of the Republic of South Africa, Botswana, Lesotho, Mozambique, Namibia, Swaziland, Malawi and Zimbabwe, subject to a maximum cruising range of 25 (twenty five) nautical miles from the coast of the Republic of South Africa, Namibia or Mozambique.

## Section 8 – Personal Accident

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### What Hollard covers

#### 1. Payment of compensation

Hollard will compensate you (or in the event of your death your estate), if you sustain bodily injury directly as a result of violent, external and visible means, the sum insured stated in your schedule if such injury is the sole and direct cause of death, or total permanent disability within 12 (twelve) months of the date of the accident.

#### 2. Compensation

**A** Death: The sum insured as stated in your schedule.

**B** Disability: The percentage of the sum insured as stated in the schedule and calculated as set out in the table below.

**Permanent total disability: Permanent total disablement for any occupation for which the insured person is suited by knowledge or training.**

**Temporary total disability: Temporary incapacity for the insured person's normal occupation for a maximum period of 52 (fifty two) weeks.**

**C** Medical, surgical, dental, hospital, emergency rescue and transportation expenses, including artificial aids and prostheses as a result of bodily injury as defined above, to the sum insured stated in the schedule.

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

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

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

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

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

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

## Extensions

### 1. Disappearance

If after a reasonable period of time has elapsed and following Hollard's examination of all evidence accepted by a court of law to declare you dead, we have no reason to doubt that, based on the evidence that an accident has occurred, your disappearance will constitute a claim. If at any time after payment has been made by Hollard in settlement of the claim, you are found to be alive, any sums paid by Hollard will be refunded to them.

### 2. Exposure

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

### 3 Life support

The 12 (twelve)-month period stated under Your cover will not include any periods where your death is delayed solely by the use, for a period of not less than 3 (three) consecutive days, of life support machinery, equipment or apparatus.

### 4. Repatriation

Hollard will pay in addition to the Death sum insured, reasonable and necessary cost for the repatriation of your body to your normal place of residence up to the amount stated in your schedule.

### 5. Bereavement expenses

In the event of an accident giving rise to a Death claim Hollard will pay your estate the amount stated in your schedule, as a contribution to bereavement expenses.

### 6. Trauma

Hollard will pay compensation up to the amount stated in your schedule, if you are a victim of a violent act of theft, hold-up, hijacking or unlawful assault which necessitates professional counselling.

### 7. Double compensation

In the event of the death of you and your spouse solely and directly as a result of the same accident, Hollard will pay double compensation in respect of **item A (Death)**, provided that:

- a) you have selected cover for **items A, B and C**;
- b) there is a surviving minor child who is entirely dependent on you and your spouse;
- c) you and your spouse and child were at the time of the accident all members of the same household.

## Specific exclusions

Hollard will not be liable for any claim resulting from:

1. your participation in:
  - a) any sport as a professional;
  - b) parachuting, skydiving, hang gliding, wrestling, boxing or martial arts, bungi-jumping, bridge jumping, para-gliding, polo, steeple-chasing, rugby, sports of any kind on ice or snow, ice hockey, scuba diving, or water-skiing;
  - c) racing (other than on foot), speed or endurance tests on or in power driven vehicles or craft;
  - d) flying other than as a passenger in a licensed passenger carrying aircraft piloted by a duly qualified person;
  - e) big game hunting;
  - f) mountaineering where the use of ropes or a guide line is necessary;
2. any physical infirmity, condition or disability which existed prior to inception of this section of the policy;
3. your wilful misconduct or being under the influence of intoxicating liquor or drugs;
4. your suicide, attempted suicide or intentional self-injury;
5. an accident caused by or attributable to:
  - a) your participation in any riot, civil commotion, labour disturbances, strike or lockout or public disorder or any act or activity which is calculated or directed to bring these about;
  - b) the performance or attempt to perform:
    - (i) any act whether on behalf of any organisation, body or group of people calculated or directed to overthrow or influence any State or government, or any provincial local or tribal authority with force, or by means of fear, terrorism or violence;
    - (ii) any act which is calculated or directed to bring about destruction, damage or bodily injury in order to further any political aim, objective or cause, or to bring about any social or economic change or in protest against any State or government or any provincial, local or tribal authority or for the purpose of inspiring fear in the public or any section thereof.
6. your service in the military, naval, police or air service of any country.

## Specific conditions

1. Upon payment of any claim under **item A** or **item B** for which compensation as stated in the table of permanent disablement is 100% (one hundred percent) of the sum insured, the insurance and any further liability will cease immediately.
2. You must give notice to Hollard:
  - a) of any physical infirmity which, to your knowledge, affects you
  - b) immediately of any change to a more hazardous occupation by yourself.
3. This section will not continue in force beyond the period of insurance during which you attain the age of 75 (seventy five) years.

4. In the event of any occurrence for which compensation is payable you must employ the services of a registered medical practitioner and undergo any treatment the practitioner deems necessary.
5. You must submit to a medical examination at our expense as often as Hollard requires.
6. Compensation under **item A (Death)** in respect of children under the age of 14 (fourteen) is restricted to limits prescribed by legislation.

## Section 9 – Personal Liability to Third Parties

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### Specific definitions

#### 1. Insured event

Death or bodily injury of any person, or accidental loss of or damage to tangible property of any person, which occurs during the period of insurance and for which you become legally liable to pay for.

### What Hollard covers

#### 1. Your cover

Hollard will cover you in respect of claims up to the amount as stated in your schedule for any insured event, including the costs and expenses you incur, or are incurred on your behalf or for which you become legally liable, including the costs you incur in the defence of any action brought against you for an insured event, provided that such costs and expenses are incurred with Hollard's prior written consent.

### Extensions of cover

#### 1. Liability to domestic employees

Hollard will cover you for Personal Liability up to the amount as stated in your schedule where you become liable due to the death of, or bodily injury to, your domestic employee which arises from, and in course of, his/her service during the period of insurance. This includes the legal costs and expenses which the domestic employee can recover in respect of a valid claim under this extension and which you may incur with Hollard's written consent.

Specific Exclusion 2 below does not apply to domestic employees.

This clause will not apply if the loss is covered by any compulsory statutory insurance.

## 2. Security companies

Personal Liability Hollard will cover you for any claims that may arise against you as a result of the fact that you use a legally registered security company to protect your insured property.

This includes the liability you may accept in your contract with the security company to indemnify them for events happening in and around your premises.

Cover is limited to the amount stated in your schedule.

## 3. Tenants

If you become legally liable as the tenant and not as the owner for damage to the building of a private residence and its domestic buildings (including fixtures and fittings) occupied by you as the tenant or by members of your household, Hollard will cover you up to the amount as stated in your schedule for any one accident or series of accidents arising out of one insured event.

## 4. Wrongful arrest

If you become legally liable to pay for damages resulting from the wrongful arrest or alleged wrongful arrest which arises out of your activities as a member of a neighbourhood watch or a block watch group or a similar voluntary non-profit organisation, Hollard will cover you, up to the limit stated in your schedule, for any one valid claim or series of valid claims arising out of one insured event, including legal costs and expenses.

## Specific conditions

### 1. Jurisdiction

Hollard will not accept liability in respect of any judgment or cost order awarded against you where the insured event giving rise to the claim against you occurs outside of the Republic of South Africa unless, such judgment or cost order is obtained through a court of the Republic of South Africa.

### 2. Judgments under US or Canadian law

You are not covered for liability arising from any judgment, award, payment or settlement made in a country that operates under the laws of the United States of America or Canada.

## Specific exclusions

Hollard will not cover you for legal liabilities relating to or arising from or in any way associated with:

1. loss of or damage to property belonging to you, family members permanently residing with you or your domestic employees, or in your possession or under your control;
2. any family member permanently residing with you or financially dependent on you or any person acting in the course of his/her employment with you at the time of the insured event;
3. the directors, members, trustees or beneficiaries or their family members permanently residing with them if the insured is a company, close corporation or trust;
4. any employment, trade, apprenticeship, business, work, profession;
5. the use of or interference with support to land, buildings or any other property;



6. liability or claim that arises from any Personal Liability you may have as the result of having entered into a contract or agreement, unless such liability would in any event have ensued without the existence of the contract or agreement;
7. wilful, dishonest, fraudulent, criminal or malicious acts or damage;
8. damages awarded against you in any judgment or cost and expenses of litigation recovered by any claimant who institutes action in a court outside of the Republic of South Africa, except a judgment confirmed or cost and expenses of litigation recovered by any claimant in a court of the Republic of South Africa;
9. costs and expenses incurred after you or the claimant has accepted an offer by Hollard to settle the claim in full, or for a lesser amount than Hollard believes the claim can be settled for, or the maximum amount for which Hollard is legally liable;
10. any penalties, fines, criminal offences or criminal judgment against you;
11. the ownership, possession, use or handling of any firearm including air guns;
12. loss of or damage to or attributable to animals, other than domesticated animals, including horses, owned by you or in your possession or control;
13. any condition directly or indirectly caused by or associated with the Human Immune Virus (HIV) or any mutations, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any syndrome or condition of a similar kind;
14. passing on of an infectious or other disease;
15. for the cost of cleaning up, removing, nullifying or reinstating property lost or damage by seepage, pollution or contamination.

## Section 10 – Legal Costs

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### Specific definitions

#### 1. Costs

Legal costs for which you are legally liable following an insured event.

#### 2. Insured event

- a) Civil litigation instituted by or against you.
- b) Your defence against criminal charges brought against you.

### What Hollard covers

#### 1. Your cover

Hollard will indemnify you up to the amount reflected in your schedule for costs arising from the insured event.

### Specific exclusions

Hollard will not be liable for:

1. any action if the prospects for success are not reasonable;
2. actions directly or indirectly arising out of:
  - a) your employment, business, work, profession or activity for reward;
  - b) the ownership or use of any motor vehicle, trailer, water-borne vessel or aircraft;
  - c) dishonesty, violence or indecency on your part;
  - d) subsidence;
  - e) divorce, custody, maintenance, guardianship, curatorship and similar proceedings;
  - f) patents, copyrights, trademarks or trade names or other similar intellectual property right;
  - g) defamation and injuria;
3. costs arising from actions:
  - a) between parties insured by this section;
  - b) instituted outside the territorial limits of the Republic of South Africa;
  - c) between you and Hollard;
4. costs incurred without Hollard's written consent.

## Specific conditions

**1. First amount payable**

In respect of any occurrence giving rise to a claim in terms of this section you will be responsible for the excess as shown in the schedule.

## Section 11 – En Route In-Car Insurance

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### What Hollard covers

#### 1. Your cover

If during the period of insurance an insured person sustains bodily injury as a result of an accident whilst being transported in an insured sedan vehicle, which directly results in death, permanent total disability, temporary total disability and/or medical expenses Hollard agree to pay to the insured person or the insured person's estate the compensation stated in the schedule.

### Specific definitions

#### 1. Insured person

The insured and any person transported in an insured vehicle at the time of the accident to a maximum of 5 (five) persons per vehicle.

**2. Motor vehicle accident**

A sudden unexpected accident or a series of accidents resulting from the same cause occurring at a specific place and time within the territorial limits.

**3. Medical expenses**

Expenses necessarily and reasonably incurred within 24 (twenty four) months of the accident for medical, surgical, dental, ophthalmic, hospital treatment and/or emergency travel costs.

**4. Territory**

The Republic of South Africa, Namibia, Botswana, Zimbabwe, Lesotho, Swaziland, Mozambique and Malawi.

**5. Transported**

Shall mean being in the insured vehicle and includes being injured by another vehicle while getting into or out of the insured vehicle.

**Compensation**

**A** Death: The sum insured as stated in your schedule.

**B** Permanent total disability: The percentage of the sum insured as stated in the schedule and calculated as set out in the table below.

**C** Medical, surgical, dental, hospital, emergency rescue and transportation expenses, including artificial aids and prostheses as a result of bodily injury as defined above, to the sum insured stated in the schedule.

Description of Permanent Disablement	Percentage of Sum Insured Payable
Loss by physical separation at or above the wrist or ankle of both limbs or the complete and irrecoverable loss of all sight in both eyes	100%
Loss of one or both arms	100%
Loss of one or both legs	100%
Loss of one arm and one leg	100%
Loss of one hand or one foot	50%
Loss of one hand and one foot	100%
Loss of four fingers	70%
Loss of thumb	30%
Loss of any finger	5%
Loss of toes	30%
– all on one foot	10%
– great toe on either foot	2%
– any other toe	
Loss of hearing	100%
– both ears	25%
– one ear	
Loss of	50%
– sight in one eye	
Loss of	100%
– speech	
Injuries resulting in total paralysis or permanent disablement or in being permanently bedridden	100%

## Benefit conditions

Cover under this section is subject to the following:

1. Hollard will not be liable to pay for death, permanent total disability, temporary total disability or medical expenses resulting from an accident in respect of any one insured person, more than the applicable benefit payable for death, or permanent total disability (whichever is the higher). Temporary total disability and medical expenses benefits shall be paid in addition thereto, subject to the policy limits as stated in the schedule.
2. Compensation for temporary total disability will cease as soon as the bodily injury causing the incapacity has healed insofar as it is reasonably possible, notwithstanding that permanent disability may remain, but will in any event not be payable for more than the number of weeks stated in the schedule.
3. Hollard will not be liable for more than the limits stated below in respect of death benefits for persons under 16 (sixteen) years of age;
  - a) child under 6 (six) years of age – R10 000 (ten thousand Rand).
  - b) child of 6 (six) years of age and over, but not older than 15 (fifteen) years of age – R30 000 (thirty thousand Rand).
4. Hollard will not be liable in respect of any insured person to pay weekly benefits, more than the average weekly earnings of such insured person for the 12 (twelve) months (or part thereof) preceding the accident in respect of temporary total disability.
5. Hollard will not be liable for more than 25% (twenty five percent) of the benefit for temporary total disability in respect of insured persons who are unemployed at the time of the accident.
6. Hollard will not be liable for any amount payable in respect of temporary total disability in respect of any insured person under the age of 15 (fifteen) or any person over the age of 15 (fifteen) who is a student and not a fulltime employee.
7. The insured person will not be insured under more than *one En Route In-Car Insurance* policy. In the event that the insured person is covered by more than one policy, only the *En Route In-Car Insurance* policy with the highest benefit will be called upon to indemnify the insured person, but subject to the terms and conditions of that policy.

## Extensions

The cover provided under this section includes the following additional benefits:

### 1. Disappearance

If a reasonable period of time has elapsed and following Hollard's examination of all evidence accepted by a court of law to declare you dead, we have no reason to doubt that based on the evidence that an accident has occurred, your disappearance will constitute a claim. If at any time after payment has been made by Hollard in settlement of the claim, you are found to be alive, any sums paid by Hollard will be refunded to them.

### 2. Exposure

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

### 3. Terrorism

Notwithstanding to anything to the contrary contained in this policy, Hollard will provide extended cover for death, permanent total disability, temporary total disability and/or medical expenses arising from “Terrorism” as defined in the Protection of Constitutional Democracy against Terrorist and Related Activities Act, 24 as amended, provided that Hollard will not be liable to pay any benefit in respect of such insured person arising from:

- a) the performance of obligations by an insured person in terms of the Defence Act, 2002, or the South African Policy Services Act, 1995 at a place from which military or policy actions are carried out, or
- b) consequent upon such person’s actual engagement in military or policy actions.

### 4. Hijacking

The policy is extended to cover bodily injury to an insured person in the event of unlawful seizure or wrongful exercise of control of an insured vehicle in which an insured person is being conveyed by means of violence or threatened violence.

### 5. Trauma counselling

In the event of an insured person being the subject of an act of violence or trauma in an accident which in the reasonable opinion of Hollard has given rise to circumstances which justify counselling, Hollard will reimburse such insured person for counselling fees actually and reasonably incurred by such insured person as a result of such act of violence or traumatic accident, provided that:

- a) the maximum amount payable by Hollard will be the amount stated in your schedule per counselling session and the amount stated in your schedule for any accident;
- b) the act of violence will mean an assault, robbery or car hijack or attempt thereat;
- c) the act of violence has been reported to the police as soon as possible and a case number obtained.

## Exclusions

Hollard will not be liable to pay any compensation for any claim directly or indirectly consequent upon the following:

1. Participation in or the insured person’s committing a criminal offence.
2. Wilful exposure to danger (except in an attempt to save a human life), intentional self-inflicted injury, suicide or attempt thereat.
3. Caused by or contributed to by any pre-existing physical defect or deformity or sickness or disease or any condition for which the insured person had received treatment, or medical advice, prior to the date of the accident.
4. The insured person travelling in a motor vehicle whilst engaging in racing or speed or duration tests of any kind, or while it was being used for any purpose other than the purpose for which it was built and registered.
5. The insured person being the driver of the vehicle or transported in a vehicle driven by a driver whilst such driver is not in possession of a valid driver’s licence authorising him/her to drive the insured vehicle, provided that the exclusion will not apply to an insured person who was a passenger at the time of the accident and was not aware that the driver was not in possession of a valid driver’s licence, subject to the onus being on such insured person to prove that he/she was not aware that the driver was not in possession of a valid driver’s licence at the time of the accident.

6. The insured person being under the influence of drugs or narcotics at the time of the accident unless such drugs or narcotics were administered by a qualified medical practitioner or prescribed by and taken in accordance with the directions of a medical practitioner.
7. The insured person driving the insured vehicle with more than the legal limit of alcohol in his/her blood, or
8. caused by or contributed to by any psychiatric, mental or nervous conditions of any kind, including mental impairment and psychopathic disorders, depression, major affective disorders, psychotic and neurotic conditions and all stress and anxiety related disorders other than the benefits provided for under Trauma Counselling, or
9. caused by or contributed to by any congenital condition.

## Automatic termination

The cover under this section of the policy will terminate on the occurrence of any of the following events:

1. On the day the ownership of the insured vehicle transfers from the Insured to another person.
2. When the insured vehicle is no longer registered in terms of the applicable National Road Traffic Act.
3. When the insured vehicle is not in a roadworthy condition.
4. The expiry of 30 (thirty) days after the death of the Insured.

## Termination by you

Should the Insured give notice of termination in writing to Hollard, the termination will become effective on the date the notice is received or the date specified in the notice, whichever is the later. Cover will cease at midnight on such date.

## Additional general conditions

Notwithstanding the General Conditions stated in Section B of this policy, the following conditions will also be applicable to this section:

### 1. Continuing duty

The Insured is under a continuing duty throughout the period of insurance to notify Hollard of all and any changes to the information that the Insured provided to us prior to and up to the effective date of this policy.

### 2. Notice of trust or assignment

Hollard will not be bound or affected by any notice of any change, lien or assignment or other dealing with, or related to, this policy or any benefit payable there under.

### 3. Payment of benefit

Benefits under this section will be paid to the insured person or the insured person's estate, personal representative or legal guardian.

Any receipt given by the insured person, anyone acting on the insured person's behalf or any legal guardian or executor to Hollard for benefits payable under the policy, will be deemed a final and complete discharge of all liability of Hollard in respect of such benefits.

### 4. Interest

No amount payable under this section will carry interest, unless so ordered by a competent court of law.



**5. Changes in premium and conditions**

Hollard reserves the right to change or increase the premium from time to time or to amend the terms, conditions and exclusions of cover in respect of this policy subject to 30 (thirty) days' notice in writing.

**6. Currency**

Premiums and benefits payable under this policy will be paid in the Republic of South Africa and in South African Rand only.

**7. Claims**

An insured person claiming under this policy is bound by and must comply with, all the terms and conditions of this policy and has no greater rights than the Insured has to claim under this policy.

The insured person's strict compliance with the claims procedure as set out herein is a condition precedent to any liability that Hollard may have under this policy.

A motor accident is to be reported to the police within 24 (twenty four) hours of the accident.

Notice must be given to Hollard of the accident or any other occurrence likely to give rise to a claim under this policy in writing on the prescribed claim form as soon as practicable but in any event no later than 90 (ninety) days after the accident or occurrence likely to give rise to a claim, provided that notice of a claim involving death must be given immediately and not later than 48 (forty eight) hours after the time of the accident and Hollard will in such event have the right to conduct a post mortem examination.

All certificates, information and evidence required by Hollard will be furnished by the insured person in the form prescribed and without expense to Hollard. After incurring bodily injury for which a benefit may be payable, the insured person will, at the election of Hollard, submit to such medical examinations as Hollard may require (at the expense of Hollard) and the insured person will undergo any treatment specified by Hollard, as often as shall be required, in connection with any claim.

The insured person will co-operate with, and follow diligently any medical advice provided in connection with a bodily injury and Hollard will not be liable for any part of any claim which, in the opinion of the Hollard's medical advisor, arises from the unreasonable or wilful neglect or failure of an insured person to seek and remain under and follow the advice of a medical practitioner.

## Section 12 – Emergency Assistance

**These extensions are optional and will be stated in your schedule if you chose to include them. An additional premium will apply to these extensions.**

Cover is provided by a Hollard procured emergency-service provider on 0860 038 262. This is a 24/7/365-day service offering.

### Home assistance

#### Fixtures, fittings and services

In the event of a home emergency as a result of breakage of fixtures and fittings, we will arrange for an appropriate repairer (electrician, plumber, locksmith, glazier, etc.) to address the problem at one nominated address (call-out fee and first hour labour are covered, thereafter normal rates apply). Please note that all parts and materials used are excluded and will be for your account.

A home emergency is defined as an event that is potentially life threatening or could possibly cause structural damage to a property.

The overall annual limit is stated in your schedule.

#### Emergency services notification and call-out

We will, at your request, relay notification of emergencies to the police, traffic, fire brigade, ambulance, security or any other emergency service provider.

### Roadside assistance

You have access to the following services in the event of a roadside emergency, limited to the amount reflected in your schedule per incident:

1. In the event of a flat battery, a jump start or replacement of battery (replacement battery for your own account).
2. In the event of a flat tyre, assistance to change the tyre.
3. In the event of keys locked in the vehicle, the unlocking of the vehicle.
4. Fuel assistance.
5. Minor roadside running repairs (electrical, coil, immobiliser, etc.).
6. Transmission of urgent messages.
7. Tow-in services to the nearest approved dealership (if under warranty), repair centre or panel beater in the event of:
  - a) mechanical breakdown;
  - b) electrical breakdown;
  - c) following accident damage, to the nearest panel beater;
8. For breakdowns more than 100 kilometres (one hundred kilometres) from home, provided that towing is arranged via the Hollard call centre toll-free number on 0860 038 262:
  - a) overnight accommodation for you and four passengers up to the limit stated in your schedule; or
  - b) 24-hour Group B car rental up to the limit stated in your schedule, provided that a rental vehicle is available and the driver is in possession of a valid credit card and driver's licence.

9. In the event of your vehicle being left for repairs:
- a) a Group B car rental for 24 hours, subject to availability and the driver being in possession of a valid credit card and driver's licence; or
  - b) a flight ticket to collect the vehicle after the repairs have been completed;
  - c) alternatively, should the vehicle have been towed to a dealership closer to your place of residence, the additional towing costs would be supplemented with the cost of car rental.

Overall cover per year per policy is stated in your schedule.

### **Exclusions**

- 1. This cover excludes all vehicles over 3 500 kilograms GVM (three thousand five hundred kilograms), trailers, caravans and boats.
- 2. You will not be entitled to cover where the insured vehicle is not in a roadworthy condition.
- 3. Any costs incurred by you without prior authorisation will not be covered.
- 4. Cover is only available in the Republic of South Africa, Lesotho and Swaziland.

## Section 13 – Personal Liability (Umbrella)

The Insurer will indemnify the Insured up to the Limit of Indemnity stated in the schedule for all sums which the Insured become legally liable to pay as damages arising from any occurrence anywhere in the world, but not in respect of any judgment, award, payment or settlement made within countries which operate under the laws of the United States of America or Canada (or in respect of any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part) during the Period of Insurance to the extent that:

- a) such liability is not indemnifiable in terms of the Insuring Clause and/or Insurable Events Clause and/or Operative Clause and/or Defined Events of any Underlying Insurance; or
  - b) such liability is not indemnifiable by reason of an Exclusion in any Underlying Insurance;
- or
- c) the amount of such liability exceeds the Limit of Indemnity of the Underlying Insurance and the Underlying Insurer has paid or has admitted liability or has been held liable to pay the full amount of the Limit of Indemnity of the Underlying Insurance, which for purposes of this Policy is deemed to be a minimum of R1 million, but R2 500 000 in respect of Motor Liability.

### Definitions

1. "Underlying Insurance" shall mean an existing insurance policy in force with:
  - a) A registered South African, Namibian, Botswana or Mozambican Insurer which covers one or more of the following:
    - i) Personal liability;
    - ii) Property Owner's Liability;
    - iii) Tenant's Liability;
    - iv) Motor Liability;
    - v) Watercraft Liability.
  - b) Any Insurer in the world which covers one or more of the following:
    - i) Motor Liability;
    - ii) Watercraft Liability;
    - iii) Property Owner's Liability;
    - iv) in respect of any motor vehicle hired, leased or owned by the Insured, outside the territories mentioned in (i) above.
2. "Policy" shall mean this document and any attachments hereto;
3. "the Insurer", "the Insurer's" and "Us" shall mean The Hollard Insurance Company Limited;
4. "the Insured" and "the Insured" shall mean the Insured stated in the Schedule including the Insured spouse, any members of the Insured immediate family who normally reside with the Insured and are financially dependent on the Insured.

### Costs and expenses

The Limit of Indemnity includes all legal costs and expenses:

1. Recoverable by or on behalf of any third party from the Insured;
2. Incurred by the Insured with the Insurer's written consent which consent will not be unreasonably withheld.

### Exclusions

This insurance specifically excludes any liability:

1. arising out of and in the Insurer's se of the Insured employment, business or profession including but not limited to the sale of any goods or the rendering of any service for a fee, reward or any other consideration;
2. arising out of the letting and/or hiring out of any movable or immovable property or part thereof for a fee, reward or any other consideration;
3. the first R10 000 of any claim in relation to any property hired, leased or borrowed by the Insured;
4. arising out of the reckless disregard by the Insured of the possible consequences of the Insured acts or omissions:
  - a) of one insured party to another;
  - b) to any former party in respect of an occurrence during any period when such former party was an Insured;
5. arising out of loss of or damage to property to the extent that such liability is indemnifiable under any other insurance policy;
6. arising out of the ownership or use of any aircraft other than model aircraft;
7. which is the subject of statutory or similar legislation controlling the use of any motor vehicle or trailer and in respect of which liability:
  - a) The Insured are compelled to effect insurance or to furnish security;
  - b) The State or other governmental body or authority has accepted responsibility.
8. for any claim in respect of Motor Liability unless such liability is indemnifiable by any of the Underlying Insurances, other than any claim excluded solely by reason of any territorial restrictions;
9. for any claim in respect of Watercraft Liability:
  - a) Unless such liability is indemnifiable by any of the Underlying Insurances, other than any claim excluded solely by reason of any territorial restrictions;
  - b) Where the overall length of the watercraft is greater than 10.5 metres.
10. for loss of or damage to any self-propelled land vehicle, trailer, caravan, watercraft or aircraft in The Insured care, custody or control;
11. arising out of any dishonest, fraudulent or malicious act, or acts of physical assault or seduction committed by The Insured;
12. for the payment of any fine, penalty, multiple, punitive or exemplary damages or arising out of liquidated damages clauses, penalty clauses or performance warranties except to the extent that it can be proven that liability would have attached in the absence of such clauses or warranties;
13. for any debt;
14. for the failure to pay maintenance or alimony or any amounts following a breach of promise;

15. arising out of the purchase, sale, barter or exchange of any property movable or immovable or the failure by The Insured to comply with any obligations in relation thereto;
16. for the first R5 000 of any claim arising from the suspension or termination of employment of any domestic servant;
17. arising out of any condition directly or indirectly caused by or associated with Human Immune Deficiency (HIV) or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any Syndrome or condition of a similar kind howsoever it may be named;
18. arising out of :
  - a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power or any act of any person acting on behalf of or in connection with any organisation with activities directed toward the overthrow by force of government de jure or de facto or to the influencing of it by terrorism or violence;
  - b) confiscation, nationalisation or requisition or destruction of or damage to property by or under the order of any government de jure or de facto any public or local authority;
19. directly or indirectly caused by or contributed to, by or arising from:
  - a) nuclear material ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## Conditions

1. The indemnity granted by this Policy is conditional upon there being in force at the time of the occurrence an Underlying Insurance which substantially provides cover for the type of liability for which indemnity is sought hereunder and upon The Insured not being in breach of the conditions of such Underlying Insurance.
2. This Policy will be governed by the laws of the Republic of South Africa, Namibia, Botswana or Mozambique (depending on where the original Underlying Insurance was issued) whose courts shall have exclusive jurisdiction in any dispute between the Insurer and Insured.
3. Written notice must be given to the Insurer as soon as possible of any event that may give rise to a claim under this Policy and the Insured shall furnish such further information as the Insurer may reasonably require. Every claim, writ, summons or process and all related documents must be forwarded to the Insurer as soon as possible. Inadvertent failure to give notice as aforesaid because the Insured could not reasonably have anticipated that the event would give rise to a claim under this Policy will not be construed as a breach of this condition.
4. In respect of any claim not covered at least in part by an Underlying Insurance, the Insurer may take over and conduct in the Insured name the defence and settlement of any claim or prosecute in the Insured name for the Insurer's own benefit and will have full discretion in the conduct of any proceedings and in the settlement of any claim. The Insured will give all necessary information and assistance as the Insurer may require.
5. If the indemnity granted by this Policy is covered by any other liability insurance the Insurer will not pay more than the Insurer's rateable proportion of the loss.
6. If any claim under this Policy is in any respect fraudulent all benefit under this Policy in respect of such claim shall be forfeited.

- 7.** This policy may be cancelled by either the Insured or Us by the giving of thirty (30) days written notice of such cancellation, provided that if the premium is paid monthly and if it is not paid to Us within 7 days after due date this Policy may be deemed to have been cancelled at midnight on the last day of the month for which premium was paid unless the Insured can show that failure to make payment was an error on the part of the bank or other payment agent.
- 8.** The due observance and fulfillment of all provisions in this Policy that require anything to be done or complied with by the Insured shall be precedent to the Insurer's liability in respect of any occurrence for which the Insured make a claim under this Policy.
- 9.** The Insurer may pay the Insured, in respect of any claim made, the maximum indemnity (but deducting any amounts already paid) or any lesser sum for which the claim may be settled and the Insurer shall thereafter have no further liability in respect of such matter.
- 10.** No admission, offer, promise or payment shall be made in relation to any claim under this Policy by the Insured without the Insurer's written consent. The Insured will take all reasonable steps to ensure that the Underlying Insurer complies with this condition and co-operates with Us in the defence and settlement of any claim indemnifiable both by an Underlying Insurance and this Policy, and in the exercise of any subrogation rights. The costs incurred in exercising such rights and any amounts recovered shall be apportioned to each party according to the sums paid or payable under the respective policies.

## Section 14 – Sasria

### Sasria SOC Limited

Reg. No: 1979/000287/06

VAT Reg: 4140119340

FSP Licence No: 39117

### COUPON POLICY FOR SPECIAL RISKS INSURANCE

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

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

#### NOTE:

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

#### PROVIDED that:

Notwithstanding anything to the contrary, where One Insured is insured by one or more current and valid insurance (other than Contract Works and/or Construction Plant and or Motor) issued by or on behalf of the Company, the annual aggregate liability of the Company under all such Insurances shall be limited to the sum of R500 million (five hundred million Rand), or up to R1,5 billion, if the Insured has chosen the optional Excess of Loss R1 billion cover, where the property insured is in the Republic of South Africa.



For this purpose ONE INSURED shall mean:

Any Single One Insured, a Holding Company and all its Subsidiaries (as contemplated exclusively by the Companies Act, 1973) or Subsidiary of the Holding Company

In the case of One Insureds other than Companies, the Company reserves the right to determine who the One Insured is for this purpose.

**PROVIDED FURTHER that this insurance does not cover:**

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

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

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

If it is alleged that by reason of this exclusion any loss(es) is not covered by this Coupon the burden of providing the contrary shall be upon the insured.

**SPECIAL CONDITIONS**

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

(d) the Sasria Coupon incorporates the Terms, Conditions, Exceptions, Exclusions and Warranties of the underlying Policy to which it attaches. **It does not automatically incorporate the Extensions.** In order to cater for the Extensions, the Sasria Sum Insured must be increased by the value of the Extension and a premium charged for the said Extension. In this instance a schedule showing a breakdown of all additional covers included (together with the sum insured) must be attached to the coupon,

shall be deemed to be incorporated in this Coupon Policy and shall as a condition precedent to any liability hereunder relate to and be complied with by the Insured accordingly.

## Memorandum

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

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

**Sasria SOC Limited**

Reg. No: 1979/000287/06

VAT Reg: 4140119340

FSP Licence No: 39117

**MOTOR POLICY OF INSURANCE FOR SPECIAL RISKS**

in respect of property as defined

**THE POLICY**

**DEFINITIONS**

1. Wherever the term “Sasria” is used it shall refer to Sasria SOC Limited.

Wherever the word “property” is used it shall be deemed to mean any motor car or vehicle, trailer, implement or machine of any description for specific operational purpose with or without means of self-propulsion capable of being driven or towed on any road and any accessories or spare parts whilst thereon.

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

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

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

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

Note: In this Policy, the term “Public Disorder” shall be deemed to include civil commotion, labour disturbances or lockouts.

Sasria may at its option repair or replace such property or any part thereof or may pay in cash the amount of the loss or damage not exceeding the reasonable retail value of the property insured in the Schedule of this Policy subject always to Condition 8 of this Policy. If the property insured is the subject of a hire purchase or similar agreement and the seller or lessor (hereinafter referred to as the “Owner”) is interested in any monies which would be payable to the Insured under this Policy in respect of loss of or damage to the property insured (which loss or damage is not made good by repair or replacement) such monies shall if so requested in writing be paid to the said Owner and/or to the Insured to the extent of their respective interests as long as they are interested

in the said property, and their receipt shall be a full discharge of Sasria in respect of such loss or damage. Save as herein expressly provided nothing herein shall modify or affect the rights and liabilities of the Insured or Sasria under or in connection with this Policy or any condition or term thereof.

In the event of any part, accessory or fitment of whatsoever nature needed to repair or replace damage to the property insured being unprocurable in the Republic of South Africa, as a standard ready-manufactured article or in the event of any such article being denied to the Insured for any reason the liability of Sasria shall be met by the payment of a sum equaling the value of the said article at the time of the loss or damage but not in any case exceeding the manufacturer's last list price operative in the Republic of South Africa.

If the property insured under this Policy is disabled by reason of any loss or damage Sasria will pay the reasonable cost of protection and removal to the nearest repairers. Sasria will also pay the reasonable cost of the delivery to the Insured after repair of such loss or damage not exceeding the reasonable cost of transport to the address of the Insured in the Republic of South Africa.

## EXCEPTIONS

This Policy does not cover:

1. Consequential Loss from any cause whatsoever, depreciation of any nature which shall also mean diminution in value howsoever arising of the insured property consequent upon its having sustained damage insured against and continuing after the repair of such damage, wear and tear and mechanical or electrical breakdown failure or breakage.
2. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.
3. Loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of any War Damage Insurance and Compensation legislation.
4. Any loss or damage related to or caused by:
  - i. war, invasion, act or foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
  - ii. mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
  - iii. the act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with any occurrence referred to in clause (i) or (ii) above.
5. Any claims arising out of any liability assumed by the Insured by agreement, unless such liability would have attached to the Insured in the absence of such agreement.
6. Any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception only combustion shall include any self-sustaining process of nuclear fission.  
The indemnity provided by this Policy shall not apply to nor include any loss, destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
7. **NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION**  
It is agreed that, regardless of any contributory cause(s), this insurance does not cover loss(es) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

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

If it is alleged that by reason of this exclusion any loss(es) is not covered by this Coupon/Policy the burden of providing the contrary shall be upon the insured.

## CONDITIONS

### 1. Claims Procedure

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

### 2. Subrogation

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

### 3. Contribution

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

### 4. Precautions

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

### 5. Transfer

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

### 6. Arbitration

- a. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to Arbitration in accordance with the Arbitration laws for the time being in force in the Republic of South Africa, and at such place as Sasria may determine.
- b. Where any difference or dispute is in terms of paragraph (a) above to be referred to Arbitration the award of the Arbitrator(s) shall be final and binding and the making of such award shall be a condition precedent to any right of action against Sasria under this Policy.

### 7. Limitation

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

**8. Average**

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

**9. Total Loss of Property**

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

**10. Premium**

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

**11. Validity**

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

**12. Alteration of Use of Property Insured**

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

**13. Territorial Limitation**

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

**14. Cancellation**

This Policy may be cancelled at any time at the request of the Insured but in such cases no refund or pro-rata refund of premium shall become payable.

**15. Fraud**

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

**16. Misrepresentation**

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

**17. Reporting Claims to Authorities**

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

**SPECIFIC CONDITION**

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

## IMPORTANT INFORMATION

For information purposes only – the following does not form part of your insurance contract:

1. You must be informed of any material changes to the details of the Intermediary and us.
2. We may not cancel your policy merely by informing your Intermediary. There is an obligation to make sure the notice has been given to you as required by law.

### WARNING

3. Do not sign any blank or partially completed application forms.
4. Complete all forms in ink.
5. Keep all documents handed to you.
6. Make notes as to what is said to you.
7. Don't be pressurised to buy this Policy.
8. Incorrect information or non-disclosure by you may impact on any claims arising from your contract of insurance.

### COMPLAINTS PROCEDURE

9. If you have a complaint about this policy or the service you received from us, please contact:

The Manager – Hollard Broker Markets  
The Hollard Insurance Company Limited  
PO Box 87419 HOUGHTON 2041  
Tel: (011) 351-5000  
Fax: (011) 351-8034  
e-mail: [HBMcomplaints@hollard.co.za](mailto:HBMcomplaints@hollard.co.za)  
Website: [www.hollard.co.za](http://www.hollard.co.za)

Hollard.

The Hollard Insurance Co. Ltd (Reg No 1952/003004/06) is an authorised Financial Services Provider