



Personal Lines Policy

THIS POLICY CONTAINS

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This policy wording must be read in conjunction with the policy schedule issued to you. This policy wording forms the basis of the contract of Insurance but the Insurance schedule may have been endorsed with alternative conditions terms, requirements or warranties which replace and or extend those detailed in this policy wording, if the schedule does not contain any such amendments then this policy wording will apply.

1. Introduction and interpretation

The terms defined in clause 6 are used and applied throughout this Certainsure Personal Policy.

2. This document is?

This Certainsure Personal Insurance Policy is your domestic cover insurance policy. This Certainsure document or policy wording together with the table of benefits as well as the schedule to this policy wording, provides the specific details of the benefits / cover you will receive and the contractual obligations you incur, including but not limited to premium payments (this / your "Certainsure").

This Certainsure and any future written endorsement(s), form the basis of the contract between you, the insured, and us, the insurer. This Certainsure was concluded based on specific disclosures that you made to us.

This means that if there is any untruth in the information you provided to us in concluding your Certainsure Policy, your Certainsure Policy or any section thereof could be voidable at our sole instance.

In this document the terms and conditions together with our responsibilities, as well as yours, are clearly stipulated to ensure that we both have a common understanding of our agreement.

This Certainsure Policy constitutes the sole agreement between you and us and should any telephonic representations be made that are not in accordance with your Certainsure Policy, such representations will be disregarded and the specific details of the benefits / cover, together with your Certainsure Policy wording, the table of benefits, the schedule to this Certainsure Policy and any written endorsement(s) to the Certainsure Policy, will prevail (refer to the table of definitions).

Who is your insurer?

We are (insert) Insurance Company Limited and the entity responsible for issuing your Certainsure Policy to you. Throughout the document (insert) Insurance Company Limited will be referred to as the insurer. We, as your insurer, will provide the benefits / cover of your Certainsure Policy you have purchased from the agent, as per the terms and conditions set out in this Certainsure Policy.

Who is your intermediary/agent?

Your agent / broker / intermediary is specified in the schedule. Full details regarding your agent is provided in the schedule to your Certainsure policy and in the policyholder protection rules (PPR). Your agent/broker/intermediary is not tied to us and acts solely on your behalf.

Who is insured in terms of this Certainsure Policy?

The insured person is the person named in the schedule attached to this Certainsure Policy document. For the remainder of this Certainsure Policy document, we will merely refer to the persons insured under Certainsure

What do we mean when we refer to? (Table of definitions)

Term	Definition / description
Benefits / cover	If you have a valid claim , your Certainsure Policy indemnifies you against loss or damage (as set out in the schedule to your Certainsure Policy), on the terms and conditions further set out in your Certainsure Policy . This means that we will compensate you for loss or damage you suffer if you have a valid claim subject to the terms and conditions of your Certainsure Policy .
Domestic / private	Means that the use of the asset is predominantly for private purposes. Accordingly, where an asset is used, other than the occasional or exceptional circumstances for business purposes, the item will not be regarded by us as a domestic asset under this Certainsure Policy . Where an asset is found to be used in such a manner for business purposes and it is not stated in your application as such, and approved in writing by us no cover will be afforded by us to you under this Certainsure Policy .
First amount payable	Is the amount you , the insured , has to fund in respect of a claim , where required to do so in terms of your Certainsure Policy , up to the amount set out in your Certainsure Policy and / or schedule .
Inception date	The date upon which your Certainsure Policy becomes effective and which is detailed in the schedule , subject to the specific waiting periods applicable to the respective benefits / cover .

Indemnity/indemnify	Subject to the terms and conditions of your Certainsure Policy , we will compensate you for loss or damage you suffered if you have a valid claim .
Insured event	Any event, fact, or circumstance that may give rise to a valid claim covered in terms of your Certainsure Policy . Such event, fact or circumstance must have occurred during the insurance period in order to be an insured event . In order for you to receive benefits / cover under your Certainsure Policy , an insured event must exist or have occurred and you must have a valid claim in relation thereto.
Insured person or insured or you / your	The people that are specifically identified in the schedule as being entitled to benefits / cover under this Certainsure Policy , as read with clause 5. The insured person is the contracting party that has an insurable interest in the matters insured with or by us and / or have certain obligations and responsibilities in terms of this Certainsure Policy .
Insurance period – annual policies	The 12 (twelve) month period following the inception date or the renewal date, whichever date is the latest, during which insured persons are entitled to claim benefits / cover on the terms and conditions set out in this Certainsure Policy .
Insurance period – monthly policies	The 1 (one) month period following the inception date or the renewal date, whichever date is the latest, during which insured persons are entitled to claim benefits / cover on the terms and conditions set out in this Certainsure Policy .
Insurer or we / us	(insert) Insurance Company Limited (you will find full details in the schedule).
Liable/liability	Means an obligation that legally binds us to settle.
Reasonable costs	Expenditure incurred in its amount and nature, that is consistent with what a reasonable person would incur in the conduct of the same business in the same or similar circumstances, as finally determined by the insurer at its own discretion.
Reject	Means that you submitted a prospective claim to us but that we deny that we are liable on the basis that there are no benefits / cover available under your Certainsure Policy in respect of the prospective claim you submitted, or this Certainsure Policy is void .
Schedule	The schedule which is attached to this Certainsure Policy wording.
valid claim	If a valid insured event exists, an insured person can claim benefits / cover in terms of this Certainsure Policy . In order to be a “ valid claim ” the insured persons must have complied with all of the terms and conditions contained in this Certainsure Policy and the claim(s) must not be excluded.
void/avoid	If this Certainsure Policy is void , the effect is that the Certainsure Policy never came into force.

<p>Certainsure Personal Insurance Cover or Certainsure Policy</p>	<p>This Certainsure Policy wording, as more fully described in clause 2 of this Certainsure Policy wording, including the table of benefits and the schedule and consists of:</p> <ol style="list-style-type: none"> 1. telephonic representations made (if any), subject to clause 2; 2. policy wording; 3. table of benefits; and 4. schedule.
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Wherever the terms listed in the table appear in the remainder of your Certainsure Policy, the meaning of the words in that context will be according to the table of definitions. For example, where the word “benefits” has a bold typeface it would refer to the defined term as set out in the table of definitions opposed to the general meaning of the word benefit. Any reference to the masculine includes the feminine and any reference to the singular includes the plural. Your Certainsure Policy will and should be read as one document and any word or expression to which a specific meaning has been given in any part of it will bear such meaning wherever it may appear.

7. Benefits under your Certainsure Policy

In terms of this Certainsure Policy, you are covered for certain insured events, listed below, subject to the terms and conditions set out in your Certainsure Policy. The following types of domestic benefits / covers are available under your Certainsure Policy (we summarize the type of cover and full details of cover under each type of domestic benefits / cover are set out in those sections in this Certainsure Policy), namely:

A. Domestic buildings benefit

This benefit typically covers specified losses of or damage to your domestic building(s), by amongst other things, fire, lightning and storms. We urge you to read the full policy wording, especially the sections applicable to your Certainsure Policy’s domestic buildings benefit and the insurance schedule to fully avail yourself of all the terms and conditions of the cover you acquired and thus prevent any future disappointments due to liability being rejected and you not being indemnified.

B. Domestic contents benefit

This benefit typically covers specified losses or damage to the contents of the domestic building(s) on the premises that belongs to you and are specified in the schedule. We urge you to read the full policy wording, especially the sections applicable to your Certainsure Policy’s domestic contents benefit and the insurance schedule to fully avail yourself of the terms and conditions of the cover you acquired and thus prevent any future disappointments due to liability being rejected and you not being indemnified.

C. Domestic all risks benefit

This benefit typically covers accidental loss of or damage to your property (usually smaller items such as clothing or personal effects). Please note that items which you have not individually specified has a limitation on the cover provided to you and sometimes they are not covered at all. We urge you to read the full policy wording, especially the sections applicable to your Certainsure Policy’s domestic all risks benefit and the insurance schedule to fully avail yourself of the terms and conditions of the cover you acquired and thus prevent any future disappointments due to liability being rejected and you not being indemnified.

D. Domestic computer equipment

This benefit typically covers accidental loss of or damage to the property insured being the electronic data processing equipment or proprietary software listed in the schedule belonging to you. We urge you to read the full policy wording, especially the sections applicable to your Certainsure Policy’s domestic computer equipment benefit and the insurance schedule to fully avail yourself of the terms and conditions of the cover you acquired and thus prevent any future disappointments due to liability being rejected and you not being indemnified.

E. Domestic general liability

This benefit typically covers accidental damages for which you become legally liable to pay as compensation for injury or damage or emergency medical expenses incurred by the insured on behalf of a potential claimant as a result of injury. We urge you to read the full policy wording, especially the sections applicable to your Certainsure Policy's domestic general liability benefit and the insurance schedule to fully avail yourself of the terms and conditions of the cover you acquired and thus prevent any future disappointments due to liability being rejected and you not being indemnified.

F. Domestic motor

This benefit typically covers your motor vehicle. The cover could be comprehensive cover, which would include own damage, third party damage and fire and theft cover depending on the option you chose. We urge you to read the full policy wording, especially the sections applicable to your Certainsure Policy's domestic motor benefit and the insurance schedule to fully avail yourself of the terms and conditions of the cover you acquired and thus prevent any future disappointments due to liability being rejected and you not being indemnified.

G. Domestic personal accident

This benefit typically covers injuries to the insured person which is caused by accidental, violent, external and visible means. Not all injuries caused by violent, external and visible means is covered and therefore we urge you to read the full policy wording, especially the sections applicable to your Certainsure Policy's domestic personal accident benefit and the insurance schedule to fully avail yourself of the terms and conditions of the cover you acquired and thus prevent any future disappointments due to liability being rejected and you not being indemnified.

H. Domestic pleasure craft

This benefit typically covers your boat / pleasure craft. The cover typically includes damage to the vessel caused by external accidental means, including perils of the seas (subject to certain specific limitations), rivers, lakes or other navigable waters and fire. We urge you to read the full policy wording, especially the sections applicable to your Certainsure Policy's domestic pleasure craft benefit and the insurance schedule to fully avail yourself of the terms and conditions of the cover you acquired and thus prevent any future disappointments due to liability being rejected and you not being indemnified.

I. Domestic extended liability

This benefit typically covers events in terms of which you are required to pay compensation for injury or damage occurring anywhere in the world. We urge you to read the full policy wording, especially the sections applicable to your Certainsure Policy's domestic extended liability and the insurance schedule to fully avail yourself of the terms and conditions of the cover you acquired and thus prevent any future disappointments due to liability being rejected and you not being indemnified.

J. Domestic tagged benefits / Value Added Products ("VAP's")

The tagged benefits / VAP's are benefits that you need to specifically request and pay an additional premium for. Where the tagged benefits / VAP's are not underwritten by the insurer but another underwriting company no liability will accrue against the insurer towards you in respect of these tagged benefits / VAP's.

Where the underwriting is by any other company than the insurer, the benefits provided by the underwriting company has its own conditions in terms of what cover / benefits they would provide to you, their insured.

Furthermore, the general terms and conditions applicable to this Certainsure Policy as a whole, would not apply to the tagged benefit / VAP's underwritten by the other underwriting company, because the tagged benefits have their own general terms and conditions attached and form part of those benefits (unless otherwise stated in that policy).

Where the tagged benefit is underwritten by us, your insurer, the general terms and conditions of this Certainsure Policy will equally apply to the tagged benefits.

We urge you to read the full policy wording applicable to the tagged benefit / VAP's, the annexures applicable to such benefits and the insurance schedule to fully avail yourself of the terms and conditions of the cover you acquired and thus prevent any future disappointments due to liability being indemnified.

8. Waiting periods

Waiting periods that apply to each benefit under your Certainsure Policy will, where applicable, be discussed under each of the benefits provided separately.

Premiums

9.1 When and how much?

Your premiums must be paid on the agreed payment date. The amount of the premium and the agreed payment date as specified in the schedule to this Certainsure Policy. Premiums are payable monthly in advance. In other words, your premiums must be fully paid up at the beginning of the month, on the agreed date, for which you want cover under this Certainsure Policy. If the agreed premium date is on or after the 28th of the calendar month, such premium will be regarded as a premium payment for the next calendar month's cover (for example if the debit order date is the 28th of January this premium will be regarded as the premium paid for February's cover). You bear the onus to ensure and prove that the premium has been paid to us.

9.2 What methods of payment are acceptable?

The acceptable methods for payment of your premiums and accompanying terms and conditions of payment are detailed in the schedule. However, physical cash payments of premium (other than following our authorization and deposited into our nominated system bank account) are not acceptable and one of the alternate payment options methods must be utilized.

If you put a stop payment on your premium payable on your Certainsure Policy, your Certainsure Policy will automatically be cancelled from the date and time that the premium was due to be paid.

9.3 What if you miss a payment?

If you miss a payment the provisions of clauses 9.3.1 and either 9.3.2 (monthly policies) or 9.3.3 (annual policies), whichever of the two clauses be applicable, will apply read together with 9.4.3 (the grace period). Succinctly put, the benefits under the policy will be not be available due to its suspension and the policy will be terminated. Fuller details of these provisions are set out in 9.3.1 and either 9.3.2 (monthly policies) or 9.3.3 (annual policies) below.

9.3.1 The benefits / cover will be unavailable and the Certainsure Policy will be terminated retrospectively

If there are any premiums that are due and payable but remain outstanding to us for any reason, including but not limited to you falling behind on the premium payments, your entitlement to the benefits / cover afforded under this Certainsure Policy, the benefits / cover is automatically suspended from the date of default, subject to the grace periods explained below.

Unless you can show that failure to make payment was an error on the part of your bank or other paying agent, the above will be implemented without the necessity on the side of the insurer to advise you that the above has been effected automatically.

Therefore, if the premiums remain unpaid after the expiry of the grace periods as discussed below, none of the insured persons will be entitled to the benefits / cover for the insurance period.

No benefits / cover is available in respect of any claims that arise at such time that the benefits/ cover under this Certainsure Policy

is or has been suspended or cancelled, irrespective of the settlement of the outstanding premiums.

The insurer is not obliged to advise any insured person of the fact that the entitlement to the benefits / cover has been suspended for the remainder of the insurance period.

Monthly policies and its premium payments

If according to the schedule of this Certainsure Policy is a monthly agreement, then your Certainsure Policy benefits / cover are provided for one calendar month. Your Certainsure Policy is automatically renewed for a further month every time you pay your premium on the due date which is on or about the agreed debit order date every month. If we do not receive your premium by the due date or within 15 days after the due date (save for the first payment) this Certainsure Policy will automatically terminate from midnight on the last day of the month for which premium was actually received by us.

The premium is payable in advance and you will only be covered for that period in respect of which your premium has been paid. Non-payment of the premium will result in this Certainsure Policy terminating.

9.3.2. Annual policy and its premium payments

If, according to the schedule, this Certainsure Policy is an annual policy, your Certainsure Policy benefits / cover is provided for a 12-month period following the inception date or renewal date, whichever the latest. The premium indicated in this Certainsure Policy schedule is the amount due for the contract period. It is agreed that you may settle this amount by paying a once-off payment of the entire amount due at the inception of the insurance period.

This Certainsure Policy may be renewed on the annual renewal date if you pay your premium on or before the annual

renewal date, which date will be the due date for payment of the premium. The premium on this Certainsure Policy is payable in advance and you will only be covered for that period in respect of which your premium has already been paid to us.

If the first premium is not paid there will be no cover as with the monthly policies, subject to the grace period below. An annual policy will be deemed to have been cancelled at midnight on the last day of the preceding period of insurance.

9.3.1 Grace period

In terms of the Short-Term Insurance Act (No. 53 of 1998), there is a grace period for you to settle outstanding premiums. Where all the outstanding premiums are settled within the grace period, your Certainsure Policy will be deemed to be fully paid up and all the insured persons under this Certainsure Policy will have entitlement to the benefits / cover once again.

If the premiums remain unpaid after the expiry of the applicable grace periods, clause 9.3.1 will apply.

9.3.3.1. In the first month, annual policies

If the premium is not paid on the agreed payment date, a grace period of 1 month and 15 days from the payment date is allowed for payment of the premium. If the premiums remain unpaid after the expiry of the grace period applicable to the first month, none of the benefits / cover will be available to any insured person and clause 9.3.1 will apply

9.3.3.2. In the first month, monthly policies

If we do not receive the premium due on the first payment date this Certainsure Policy will be voided from the inception date.

The period of grace does not apply to the first premium.

9.3.3.3. In the following months after month 1, monthly policies

If the premium is not paid on the agreed payment date a grace period of 15 days from the payment date is allowed for payment of the premium.

As an example, in the months after the first month, the grace period for payment of premium with a payment date of the 1st extends payment to the 15th of that month.

The grace period for payment of premium with premium payment date of the 15th of the month therefore extends payment to the 30th of the month, save for 15 February where it will be extended to 15 days later.

If we do not receive your premium on the due date or within 15 days after the due date, the provisions of clause 9.3.1 and 9.3.2 or 9.3.3, whichever of the two clauses is applicable, will apply, the effect being that you will not enjoy any benefits / cover

Total losses – annual policies

In the case of a total loss in respect of one benefit the full annual premium is payable in respect of that benefit of this Certainsure Policy.

10. How do claims work?

10.1. Responsibilities when claiming

In the event of a claim or making use of benefits as set out in your Certainsure Policy, you are responsible for providing the necessary information to enable us to assist you. If you fail to provide this information could impact on the benefits / cover of your Certainsure Policy and / or negatively affect the outcome of the claim and your claim and / or legal rights might be compromised.

10.2. Who do you call when things go wrong?

On the happening of any event which results or may potentially result in a claim under your Certainsure Policy you must, at your own expense:

10.2.1 Give notice thereof to us as soon as reasonably possible, subject to the provisions of clause 10.4, and provide particulars of any other insurance covering such events as are insured. By notifying your intermediary you are not exempt from the requirements of this provision – it remains your responsibility to ensure that we have knowledge of your claim.

10.2.2. As soon as reasonably possible after the event submit to the insurer full details in writing of any claim on the prescribed forms requested by the insurer.

10.2.3. Give the insurer such proof, information and sworn declarations as the insurer may require to investigate such claim and forward to the insurer immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the insured in connection with the event giving rise to the claim, or which may potentially give rise to a claim.

10.2 What should you do immediately?

As soon as reasonably possible after the event inform the police of any claim involving theft or loss of property and take all reasonably possible steps to discover the guilty party and to recover the stolen or lost property. Irrespective of the aforementioned, the things that you should do as soon as practically possible in all instances are listed in clause 10.4, 10.5.1 and 10.5.2.

10.3 Timing – telling us about the insured event

10.4.1 You must advise us as soon as possible, but at the latest within 30 days after you become aware of an event that may give rise to a claim. We will not be liable to provide any benefits / cover in respect of any insured event which is reported to us after 30 days from date of you becoming aware of such an insured event occurring. For example, if you only tell us 31 days after an insured event of a claim or potential claim, we will not be liable to provide any benefits / cover.

- No claim will be payable after the expiry of 24 months or such further time as the insurer may allow from the happening of any event unless the claim is the subject of pending legal action or is a claim in respect of your legal liability to a third party. For example, we will not be liable to pay a claim after 24 months from any event.
- No claim will be payable unless you claim payment by serving legal process on the insurer within 6 months of the rejection of the claim in writing and pursues such proceedings to finality. For example, if you serve summons 6 months and 1 day after we repudiate liability in writing, we will not be liable.

10.5 Your part of the deal when things go wrong and you need our help by lodging a claim under this Certainsure Policy

10.5.1 You must

- Take all reasonable steps to safeguard your and our rights prior to referring the matter to us. We require your full co-operation at all reasonable times and a lack of co-operation may result in jeopardizing the success of your claim and in us not providing any benefits / cover in terms of your Certainsure Policy.
- Provide us with all the information and evidence in your possession that we may require.
- Provide us with a truthful account of the facts of the matter which results or resulted in you contacting and submitting a claim to us, or notifying us of a potential claim.
- Produce and / or execute all documents reasonably requested by us.
- Follow our advice or instructions and co-operate with us in all respects and keep us and the legal advisor (if there is

one) dealing with your matter fully and continually informed of any material developments in the matter and / or any change in the prospects of success.

- If, after the payment of a claim in terms of this policy in respect of lost or stolen property, the property (the subject matter of the claim) or any part thereof is located, you must render all assistance in the identification and physical recovery of such property if called on to do so by the insurer, provided that the reasonable expenses in rendering such assistance will be reimbursed by the insurer. Should you fail to render assistance in terms of this condition when called upon to do so, you will immediately become liable to repay all amounts paid in respect of the claim to the insurer.

10.5.2 You may not

- Make any representations on our behalf and no commitments or undertakings or admission of liability that you make or give, without our prior consent or instruction, will be binding on us. Doing any of the aforementioned will result in your claim being rejected.
- Utilize the benefits / cover under this policy to take advice on, for purposes of, or to take legal action against the insurer, intermediary, agent, or our or their representatives or employees.
- You may not, without our consent, utilize the benefits / cover under your Certainsure Policy to take legal action against any other person insured with us. We will assess the conflict of interest we may have and based on our assessment of the situation we may provide cover at our sole discretion.

10.5.3 Legal position between us, your insurer and you the insured, from the moment an event that may result in a valid claim takes place and the time that we either reject or assume liability

- 1) You appoint us as your agent

It is hereby noted that when an event that may result in a valid claim is reported (orally or in writing) by you or on behalf of yourself or by your agent as noted in the schedule:

- (i) You appoint us, your insurer, as your agent, to act in a similar manner as if we, your insurer, have already accepted liability under this reported event, until such time that we accept liability.
- (ii) Should we not accept liability for any valid reason you accept that you will be responsible for settlement of the costs and expenses incurred by us, the insurer, on behalf of yourself during the period that you had appointed the insurer as your agent.

- 2) You are not appointed as our agent

It is hereby noted that when an event that may result in a valid claim takes place, irrespective of whether liability is later assumed or rejected:

- i. We have not appointed you or your agent as our agent;
- ii. Costs incurred by you, will be indemnified in accordance with this Certainsure Policy;
- iii. Should we not accept liability for any valid reason you accept that you will be responsible for settlement of the costs and expenses you incurred.

10.6 We are entitled to

Obtain any and all information, forms, reports, copies of documents, advice, computation, accounts or correspondence relating to your matter / claim, whether or not it is privileged (which you hereby waive), from your legal advisor, or otherwise.

11. General exceptions applicable to the Certainsure Policy

We will not be liable to provide any benefits / cover in respect of any claim due to:

11.1. War, Riot and Terrorism

This Certainsure Policy does not cover loss of or damage to property related to or caused by:

1. Civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing.
2. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
3. 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; or
4. Insurrection, rebellion or revolution.
5. 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
6. 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.
7. Any attempt to perform any act referred to in clause (iv) or (v) above.
8. The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause 11.1(a) (i), (ii), (iii), (iv), (v) or (vi) above.
9. If the insurer alleges that, by reason of clause 11.1(a) (i), (ii), (iii), (iv), (v) or (vi) of this exception, loss or damage is not covered by this Certainsure Policy, the burden of proving the contrary will rest on the insured.
10. This Certainsure Policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the war damage insurance and compensation act, 1976 (no. 85 of 1976) or any similar act operative in any of the territories to which this Certainsure Policy applies.

Notwithstanding any provision of this Certainsure Policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this Certainsure Policy does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this general exception 11.1(c) an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof.

If the insurer alleges that, by reason of clause 11.1(c) of this exception, loss or damage is not covered by this Certainsure Policy, the burden of proving the contrary will rest on the insured.

11.2 Nuclear

This Certainsure Policy does not cover any legal liability, loss, damage, cost, expense, death or bodily injury whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:

- a. Ionizing, radiations or contamination by radio-activity from any nuclear fuel; or
- b. From any nuclear waste from the combustion or use of nuclear fuel;
- c. Nuclear material, nuclear fission or fusion, nuclear radiation;
- d. Nuclear explosives or any nuclear weapon;
- e. Nuclear waste in whatever form;

Regardless of any other cause or event contributing concurrently or in any other sequence to the loss for the purposes of this exception only, combustion will include any self-sustaining process of nuclear fission.

11.2 Computer losses - general exception applicable to all sections of this Certainsure Policy insuring damage to property or the consequences of damage to property or any liability

Notwithstanding any provision of this Certainsure Policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this Certainsure Policy does not cover:

- a. Loss or destruction of or damage to any property whatsoever (including a computer) or any loss or whatsoever resulting or arising therefrom;

- b. Any legal liability of whatsoever nature;
- c. Any consequential loss;
- i. Directly or indirectly caused by, or contributed to by, or consisting of, or arising from the incapacity or failure of any computer, correctly or at all:
- ii. To treat any date as the correct date or true calendar date, or correctly or appropriately to recognize, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date, or
- iii. To capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data in regard to or in connection with any such date, or
- iv. To capture, save, retain or to process any information or code due to program errors, incorrect entry or the inadvertent cancellation or corruption of data and / or programmes, or

To capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorized code or instruction including any Trojan horse, time or logic bomb or worm or any other destructive or disruptive code, media or programed or interference.

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

11.4 Special extension to general exception 11.3.3

- a. Loss or destruction of or damage to the insured property by fire, explosion, lightning, earthquake or by the special perils referred to below or indemnified under the motor section is not excluded by this general exception. The special perils that are not excluded for the purpose of this special extension are damage caused by:

Storm, wind, water, hail or snow excluding damage to property:

1. Arising from it undergoing any process necessarily involving the use or application of water.
2. Caused by tidal wave originating from earthquake or volcanic eruption.
3. In the underground workings of any mine.
4. In the open (other than buildings structures and plant designed to exist or operate in the open), unless so described and specifically insured as a separate item.
5. In any structure not completely roofed, unless so described and specifically insured as a separate item.
6. Being retaining walls.
7. Aircraft and other aerial devices or articles dropped therefrom.
8. Impact by animals, trees, aerals, satellite dishes or vehicles excluding damage to such animals, trees, aerals, satellite dishes or vehicles or property in or on such vehicles.

These special perils do not cover wear and tear or gradual deterioration.

This special extension will not insure any loss, destruction, damage or consequential loss if it would not have been insured in the absence of this computer losses general exception and this special extension. This special extension will not apply to any public liability indemnity.

11.5 Asbestos applicable to the public liability section

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

12. General conditions

These general conditions are subject to the provisions of section 53 of the Short Term Insurance Act No. 53 of 1998 (as amended):

12.1 Misrepresentation, misdescription and non-disclosure

Any material misrepresentation, misdescription or non-disclosure will render the particular item, section or sub-section of this Certainsure Policy voidable, as the case may be, affected by such misrepresentation, misdescription or non-disclosure. This means that if any material details that affect your risk are not disclosed or are misrepresented or misdescribed by you or on your behalf, or if we are not informed of an alteration in the risk, we may declare your Certainsure Policy or any part of it void.

12.2 Other insurance

You cannot claim for the same insured event under two policies of insurance. If you are also entitled to claim under another policy which we do not underwrite, we will only indemnify or cover you limited to our ratable portion of the amount payable by or to the insured in respect of such event. If any such other insurance is subject to any condition of average, this Certainsure Policy, if not already subject to any condition of average, will also be subject to average. Furthermore, the indemnification you receive is limited to the benefits / cover as contained in the schedule.

12.3 Average

If at the time of damage the cost of replacing the property insured as new is greater than the sum insured the insured will be considered as being their own insurer for the difference and will bear a ratable share of the damage. For example, if the cost of replacing your vehicle is R100 000, but you were only insured for R50 000, and the loss is R80 000, we will only pay you R40 000, subject to the other terms and conditions of this Certainsure Policy.

If at the time of the arising of a potential liability under any one section of this Certainsure Policy and the liability is greater than the sum insured, the insured will be considered as being their own insurer for the difference and will bear a ratable share of the liability that arose.

12.4 Adjustment of premium

If the premium for any section of this Certainsure Policy has been calculated on any estimated figures, the insured will, after the expiry of each period of insurance, furnish the insurer with such particulars and information as the insurer may require for the purpose of recalculation of the premium for such period. Any difference will be paid by or to the insured as the case may be.

12.5 Prevention of loss

You are to take all reasonable steps and precautions to prevent accidents or losses of items and events insured in terms of this Certainsure Policy. This means that you cannot be negligent or grossly negligent just because you have insurance. You need to take proper care of your affairs and assets to qualify for benefits / cover in terms of this Certainsure Policy.

12.6 Insurer's rights after an event

- a. On the happening of any event in respect of which a claim is or may be made under this Certainsure Policy, the insurer and every person authorized by them may, without thereby incurring any liability and without diminishing the right of the insurer to rely upon any conditions of this Certainsure Policy:
 - i. Take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition will be evidence of the leave and license of the insured to the insurer to do so. The insured will not be entitled to abandon any property to the insurer whether taken possession of by the insurer or not.
 - ii. Take over and conduct in the name of the insured the defense or settlement of any claim and prosecute in the name of the insured for their own benefit any claim for indemnity or damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity will be made by the insured without the written consent of the insurer. We refer to this as the principle of subrogation.
- b. The insured will, at the expense of the insurer, do and permit to be done all such things as may be necessary or reasonably required by the insurer for the purpose of enforcing any rights to which the insurer will be, or would become, subrogated upon indemnification of the insured whether such things will be required before or after Indemnification.
- c. In respect of any section of this Certainsure Policy under which an indemnity is provided for liability to third parties, the insurer may, upon the happening of any event, pay to the insured the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and the insurer will after that not be further liable in respect of such event.

12.6 Fraud

If any claim under this Certainsure Policy is in any respect fraudulent or if any fraudulent means or devices are used by the insured or anyone acting on their behalf or with their knowledge or consent to obtain any benefit under this Certainsure Policy or if any event is occasioned by the willful act or with the connivance of the insured, the benefit afforded under this Certainsure Policy in respect of any such claim will be forfeited.

12.7 Reinstatement of cover after loss

In consideration of sums insured not being reduced where appropriate by the amount of any loss, the insured will pay additional premium on the amount of the loss from the date thereof or from the date of reinstatement or replacement (whichever is the later) to expiry of the period of insurance.

12.8 Breach of conditions

The conditions of this Certainsure Policy and sections of it will apply individually to each of the risks insured and not collectively to them so that any breach will render voidable the section only in respect of the risk to which the breach applies.

12.9 No rights to other persons

Unless otherwise provided, nothing in this Certainsure Policy will give any rights to any person other than the insured. Any extension providing indemnity to any person other than the insured will not give any rights of claim to such person, the intention being that the insured will claim on behalf of such person. The receipt of the insured will in every case be a full discharge to the insurer.

12.10 Claims preparation costs

The insurance provided by each section of this Certainsure Policy is extended to include costs reasonably incurred by the insured in producing and certifying any particulars or details required by the insurer in terms of general condition 12.6 or to substantiate the amount of any claim, provided that the liability of the insurer for such costs in respect of any one claim will not exceed in respect of a particular section, R1,000 or 10 per cent of the sum insured or limit of indemnity on the item affected, whichever is the lesser amount, plus any amount stated in the schedule to each section against an item for additional claim preparation costs.

12.11 Payments on account

In respect of any section where amounts recoverable from the insurer are delayed pending finalization of any claim, payments on account may be made to the insured, if required, at the discretion of the insurer.

12.13 First amount payable

Except where provided for specifically in any section, the amount payable under this Certainsure Policy / section for each and every loss, damage or liability will be reduced by the first amount payable shown in the schedule for the applicable defined event.

12.15 Liability under more than one section

The insurer will not be liable under more than one section of this Certainsure Policy in respect of liability, loss or damage arising from the same happening in respect of the same liability, loss or damage.

12.16 Schedule sums insured blank

If, in a schedule of this Certainsure Policy, the sum insured, limit of indemnity or compensation is:

- a. Left blank or has no monetary amount stipulated against it;
- b. Reflected as nil or not applicable or not covered or no indemnity extended;
This means the defined event or circumstance shown in the schedule is not insured by the Certainsure Policy.

Security firms

If an employee of a security firm employed by the insured under a contract causes loss or damage, the insurer agrees, if in terms of the said contract the insured may not claim against the said security firm, not to exercise their rights of recourse against the said security firm. The insurer will not raise as a defense to any valid claim submitted under any section or subsection of this Certainsure Policy that the insurer's rights have been prejudiced by the terms of any contract entered into between the insured and any security provider relating to the protection of the insured property.

Limitation of benefits

The maximum cover provided under this Certainsure Policy is detailed in the schedule and the table of benefits.

Multiple claims – one insured event

Multiple claims pertaining to one insured event will be consolidated in order to calculate benefits available under this Certainsure Policy. In other words, where two beneficiaries under one Certainsure Policy claim for one insured event, the benefits / cover under this Certainsure Policy will be consolidated.

12.19 Sharing of information and the right to privacy

Your right to privacy is a fundamental right included in the constitution of the Republic of South Africa, 1996. this right is however restricted in certain circumstances which included cases where the parties are disclosing information and the parties who are privy to it have a legal interest in that information.

You acknowledge that:

- a. Sharing of information, which would include yours, for claims and underwriting purposes is in public interest, as it will allow us to assess risks fairly and underwrite these risks based on all information the reasonable person would regard to be relevant;
- b. You and any person dealing on your behalf, waive your right to privacy in respect of claims and under- writing information for purposes of underwriting or handling any claim;

You consent to:

- a. The information to be stored in a central database;
- b. The information being verified from whatever source we believe fit.

13. What if we repudiate liability

As stated above you have a maximum of 180 days from the date on which we reject liability to make representations in respect of our decision to reject liability. You will not have any claim against us if you do not serve a summons on us claiming the Certainsure Policy benefit within 6 months from the expiry of the 180 day repudiation period.

14. Cancellation of this Certainsure Policy

We may cancel this Certainsure Policy or any section thereof on 30 days written notice by ordinary mail posted to you or e-mail sent to you or your appointed broker at the addresses specified in the schedule. We may:

- a. Give written notice that we do not intend to renew this Certainsure Policy for any reason whatsoever. Such cancellation will be at our own discretion;
- b. Give written notice of our intention to increase the premium or change any of the terms and conditions of this Certainsure Policy from time to time.

All amendments and communications to you will be deemed to have been duly sent and received if it has been sent to the postal or e-mail address as stated in the schedule or to your appointed broker. If we have changed any condition of this Certainsure Policy and you fail to cancel this Certainsure Policy in writing, it will mean that you have accepted the amended terms.

You may cancel this Certainsure Policy by giving written notice to us at any time. This Certainsure Policy will then be cancelled with effect from the last day of the month in which the cancellation has been received.

If you cancel, we will be entitled to retain the customary short period or minimum premium for the period the Certainsure Policy or section has been in force.

If we cancel, you may claim a pro-rata proportion of the premium for the remainder of the period of insurance from the date of cancellation, subject to general condition 12.4.

15. Benefits under this Certainsure Policy

In terms of this Certainsure Policy, you are covered in respect of valid claims for insured events, listed below, subject to the terms and conditions contained in this Certainsure Policy.

16. Buildings

16.1 Description of the domestic buildings benefit

The following events are regarded as events in terms of which you would have benefits / cover under this Certainsure Policy, being loss of or damage to the building(s) at the address stated in the schedule, by:

- 1) Fire;
- 2) Lightning;
- 3) Explosion;
- 4) Storm, wind, water, hail or snow excluding:
- 5) Damage to gates and fences (excluding metal palisades) and any motors attaching; or
- 6) Caused by subsidence or landslip;
- 7) Earthquake;
Bursting, leaking or overflowing of water or heating installations or pipes including damage to such installation or pipes; Theft (or any attempt thereat) accompanied by forcible and violent entry into or exit from such building but excluding the first 10 per cent or R1000 whichever is the greater of any claim whilst the building(s) are unoccupied. If any building insured becomes unoccupied for more than 60 days in any one calendar year, this item is suspended as regards the property affected unless the insured, before the occurrence of the damage, obtains written agreement of the insurer to continue this event;
- 8) Impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes, vehicles or property in or on such vehicles;
- 9) Breakage or collapse of radio or television aerials or masts including satellite dishes;
- 10) Aircraft and other aerial devices or articles dropped from it.

16.2 General limitation of indemnity applicable to this domestic buildings benefit

The limits of indemnity stated below apply independently of any amount stated in the schedule and must be read in conjunction with the relevant clauses in this section.

16.3 Specific limitation of indemnity applicable to this domestic buildings benefit

The limits of indemnity, which apply independently of the general limitation of indemnity applicable to this benefit provided by the Certainsure Policy, in respect of benefits / cover provided in respect of the following items, are specifically limited to:

16.3.1 Repairs and measures after loss (also see clause 16.7.11)

- a. Temporary repairs and other measures R5,000;
- b. Emergency accommodation R5, 000.

16.4 First amounts payable under this domestic buildings benefit

The insured will be specifically responsible for a compulsory basic compulsory first amount payable as stated in the schedule to this Certainsure Policy. Furthermore, the amounts as stated in this table in respect of each and every claim arising out of any one occurrence or series of occurrences with one original cause or source during any one period of insurance is also payable by the insured in respect of the following named events:

- 1) Subsidence and landslip: 1 per cent of sum insured on the property subject to a minimum of R500.

16.5 Specific exception(s) applicable to this domestic buildings benefit

The insurer shall not be liable for loss, destruction or damage to any property whatsoever, or any loss or expenses arising from or caused by the fact that the insured refrained from properly maintaining the dwelling.

16.6 What do we refer to when we refer to a 'building' under this domestic buildings benefit?

Building(s) will mean the building of the private / domestic residence(s) (constructed of brick, stone or concrete with slate, tile, concrete, asbestos or metal roof except as specifically mentioned) and all private garages and outbuildings walls, gates and fences (other than hedges), and structure or fabric of swimming pools (including filtration plant), sauna baths, tennis courts, borehole motors, squash courts, brick, tar or concrete driveways, paths or patios on the same premises and used solely in connection with it including landlord's fixtures and fittings, in it or on it.

16.7 Extensions and clauses to this domestic buildings benefit

16.7.1 Reinstatement value conditions applicable to this domestic buildings benefit

The insured may choose within 6 months of the date of damage to reinstate the property insured on the same site (or on another site and in a manner suitable to the insured's requirements subject to the insurer's liability not being increased) as nearly as possible to its condition when new, provided:

- a. The reinstatement must be started and finished in a reasonable time, otherwise no payment will be made beyond the amount which would have been payable had these conditions not been incorporated in this section;
- b. The insured must have actually incurred the cost of reinstatement;
- c. If at the time of reinstatement the cost, including the cost of demolition and professional fees, which would have been incurred in reinstating the property insured had it been totally destroyed exceeds the sum insured at the time of destruction or damage, the insured will be considered as being their own insurer for the difference and will bear a ratable proportion of reinstatement.

16.7.2 Capital additions to buildings

This section covers alterations, additions or improvements (but not appreciation in value in excess of the sum(s) insured) to the property insured for an amount not exceeding 20 per cent of the sum insured on it provided the insured advise the insurer of such alterations as soon as reasonably possible and pay any additional premium required.

16.7.3 Professional and other rebuilding costs

The insurer will pay costs necessarily incurred by the insured with its written consent:

- a. In demolishing the property insured, removing debris from the site and erecting hoardings required for building operations;
 - b. For architects' quantity surveyors' and consulting engineers' fees;
 - c. For local authorities' scrutiny fees;
- Following a defined event, and provided that the amount payable under this extension will not exceed 20 per cent of the sum insured in respect of the building(s).

16.7.4 Loss of rent

If the building becomes uninhabitable as a result of a defined event the insurer will pay the insured up to 25 per cent of the sum insured. The amount payable will be based on:

- a. The period necessary for reinstatement; and
- b. The annual rent of the building unfurnished or its equivalent rental value.

16.7.5 Public supply or mains connections

The insurer will pay for accidental damage to water, sewerage, gas, electricity and telephone connections for which the insured are legally responsible between the building and the public supply or mains connections.

16.7.6 Glass and sanitary ware

The insurer will pay for accidental breakage of:

Fixed glass including mirrors; and

Fixed sanitary ware excluding chipping, scratching or disfigurement in the building unless it is unoccupied.

16.7.7 Mortgagee clause

The interest of any mortgage in the insurance under this section will not be prejudiced by any act or omission on the part of the mortgagor without the mortgagee's knowledge. The mortgagee will, however, inform the insurer as soon as any such act or omission comes to his knowledge and will be responsible for any additional premium payable from the date any increased hazard will, in terms of this clause, be assumed by the insurer.

16.7.8 Water-pumping machinery

The insurer will indemnify the insured for accidental damage (not wear and tear) to water-pumping machinery (but not automatic pool cleaners) or fixed filtration plant.

16.7.9 Limited subsidence and landslip (if stated in the schedule to be applicable)

The insurer shall indemnify the insured for damage to the insured property caused by subsidence and landslip limited to 25 per

cent of the building sum insured amount. The insured shall bear the first portion of each and every claim up to an amount calculated at 1 per cent of the sum insured of the property insured minimum R5 000 whichever is the greater. This extension does not cover:

- a. Loss or damage to drains, water courses, boundary walls, screen and retaining walls, garden walls, gate posts, gates and fences, driveways, paving, swimming pools, tennis courts;
- b. Damage caused by or attributable to:
 - i) the contraction and / or expansion of soil due to the moisture content of such soil as experienced in clay and / or similar soil types;
 - ii) faulty design or construction of or removal or weakening of support to any insured building situated at the premises;
 - iii) workmen engaged in making any structural alterations, additions or repairs to any insured building situated at the premises;
 - iv) excavation on (surface) or under land (subterranean) other than excavation in the course of mining operations;
- c. Consequential loss of any kind whatsoever except loss of rent when / if specifically insured. In any action, suit or other proceedings where we allege that by reason of the provisions of these exceptions any damages is not covered by this insurance, the burden of proving the contrary shall be upon the insured.

16.7.10 Inflationary increase

The main sum insured (but not the sum insured on any miscellaneous item) will be automatically increased on the anniversary or renewal date of the Certainsure Policy by a percentage considered by the insurer to be in line with the trend in the rates of inflation. The Certainsure Policy will be endorsed with the new sum insured and the premium charged for the forthcoming period of insurance. This does not relieve the insured of the responsibility to ensure that the sums insured represent the full value of the property insured at all times.

16.7.11 Repairs and measures after loss

After loss or damage by any insured event:

- a. The insured may, to minimize further loss, undertake temporary repairs (within reasonable cost limits) and any measures necessary (including employing watchmen) for the safety of the property insured.
- b. The insurer will pay the reasonable costs of:
 - i. Extinguishing a fire;
 - ii. Emergency accommodation whilst the property insured is uninhabitable until alternative accommodation can be arranged;

Up to the amounts shown in the limits of indemnity.

16.7.12 Malicious damage extension

Subject otherwise to the terms, conditions, exceptions and warranties contained therein, this section is extended to cover damage directly occasioned by or through or in consequence of the deliberate or willful or wanton act of any person committed with the intention of causing such damage, other than damage to

- a. Moveable property which is:
 - i. Stolen; or
 - ii. Damaged in an attempt to remove it or part of it from any premises owned or occupied by the insured;
- b. Moveable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by the insured;
- c. Immovable property owned or occupied by the insured occasioned by or through or in consequence of:
 - i. The removal or partial removal or any attempt at it of;
 - ii. The demolition or partial demolition or any attempt at it of;
 - iii. The said immovable property or any part thereof with the intention of stealing any part of it;

Provided that this extension does not cover:

- a. Damage related to or caused by fire or explosion;
- b. Consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured;
- c. Damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
- d. Damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- e. Damage related to or caused by any occurrence referred to in general exception 11.1(a) (i), (ii), (iii), (iv), (v) or (vi) of this Certainsure Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the insurer alleges that, by reason of proviso (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary will rest on the insured.

If any building insured or containing the insured property becomes unoccupied for 30 consecutive days, the insurance in respect of this extension is suspended as regards the property affected unless the insured, before the occurrence of any damage, obtains the written agreement of the insurer to continue this extension.

During the period of the initial un-occupancy of 30 consecutive days, the insured will become a co-insurer with the insurer and will bear a proportion of any damage equal to 20 per cent of the claim before deduction of any first amount payable.

17. Content

17.1 Description of this domestic contents benefit

The following events are regarded as events in terms of which you would have benefits / cover under this Certainsure Policy, being loss of or damage to the contents of the domestic building(s) on the premises:

- 1) Stated in the schedule; or
 - 2) Of any other occupied private residence or building in which the insured are:
 - a. Temporarily residing; or
 - b. Employed; or
 - 3) Of any furniture storage depot or bank safe deposit; or
 - 4) Of any trading concern for the purposes of repair, renovation, restoration, cleaning or dyeing within the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland and Malawi by:
 - i) fire;
 - ii) lightning;
 - iii) explosion;
 - iv) storm, wind, water, hail or snow excluding damage:
 - v) to property in the open; or
 - vi) arising out of any process necessarily involving the use or application of water;
 - vii) earthquake;
 - viii) bursting, leaking or overflowing of water or heating installations or pipes excluding damage to such installations or pipes themselves; or
 - 5) Due to theft or attempted theft provided that there is forcible and violent entry or exit, and:
 - a. if the building is:
 - i) unoccupied if the building is left unoccupied for more than 60 (sixty) days in any one calendar year; or
 - ii) lent, let or sublet by the insured or shared with the insured; or
 - iii) an outbuilding and the loss or damage exceeds R5,000; or
 - b. if the property insured is at:
 - i) any furniture storage depot or bank safe deposit; or
 - ii) any other premises for repair, renovation, restoration, cleaning or dyeing;
- theft or attempted theft will not apply unless the insurer has given its prior consent in writing to extend cover.
- 6) Sudden and violent damage to the building caused by impact;
 - 7) Damage directly occasioned by or through or in consequence of:
 - a. civil commotion, labour disturbances, riot, strike or lockout;
 - b. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrences referred to in (i) above; provided that this event does not cover:
 - a. damage occurring in the Republic of South Africa or Namibia;
 - b. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if / when specifically insured;
 - c. damage caused by total or partial cessation of work, or the retarding, interruption or cessation of any process or operation;
 - d. damage caused by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
 - e. damage caused by or related to any occurrence referred to in general exception 11.1(a), (ii), (iii), (iv), (v) or (vi) of this Certainsure Policy, or the act of any lawfully established authority in controlling preventing suppressing or in any other way dealing with any such occurrence.

If the insurer alleges that damage is not covered by reason of proviso (a), (b), (c), (d) or (e) of this event, the burden of proving the contrary shall rest on the insured.

17.2 General limitation of indemnity applicable to this domestic contents benefit

The limits of indemnity stated below apply independently of any amount stated in the schedule and must be read in conjunction with the relevant clauses in this section.

17.3 Specific limitation of indemnity applicable to this domestic contents benefit

The limits of indemnity, which apply independently of the general limitation of indemnity applicable to this benefit provided by the Certainsure Policy, in respect of benefits / cover provided in respect of the following items, are specifically limited to:

Item	Clause reference	specific limit of indemnity
Debris removal	17.8.1	20 per cent of sum insured
Loss of money	17.8.2	R3,000
Mirrors and glass	17.8.3	R5,000
Television sets and ancillary equipment	17.8.4	R2,000
Refrigerator or deep freeze contents	17.8.5	R5,000
Loss of documents	17.8.6	R5,000
veterinary fees	17.8.7	R2,000
Goods in the open	17.8.8	R5,000
Locks and keys	17.8.10	R5,000
Property of domestic employees	17.8.11	R5,000
Personal effects of guests	17.8.12	R5,000
Medical expenses	17.8.14	R5,000
Fatal injury - death by accident	17.8.15	R10,000
Fatal injury - death by thieves or fire	17.8.15	R15,000
Repairs and measures after a loss: Temporary repairs and other measures	17.8.18	R5,000
Repairs and measures after a loss: Emergency accommodation	17.8.18	R5,000
Telephones	17.8.20	R2,000
Water leakage - any one event	17.8.23	R5,000
Accidental damage	17.8.22	20 per cent of sum insured (R250 excess) or R10,000
TV equipment maintenance - any one event (optional cover)	17.9.1	R5,000

First amounts payable under this domestic contents benefit

The insured will be specifically responsible for a basic compulsory first amount payable as stated in the schedule to this Certainsure Policy. Furthermore, the amounts as stated in this table in respect of each and every claim arising out of any one occurrence or series of occurrences with one original cause or source during any one period of insurance is also payable by the insured in respect of the named events.

17.4 Specific condition(s) applicable to this domestic contents benefit

17.4.1. Reinstatement value conditions

In the event of the contents insured by this section being destroyed, damaged or lost the amount payable will be calculated without any allowance or deduction for depreciation subject to the following special provisions and subject to all terms, limitations, exceptions and conditions of this section and the general conditions and exceptions of the Certainsure Policy except in so far as same may be varied hereby.

Special provisions:

- a. The insurer will retain the right to repair or replace property lost, destroyed or damaged at any time instead of paying the insured its value if it so wishes.
- b. If at the time of repair, replacement or reinstatement the sum representing the cost which would have been incurred in repair, replacement or reinstatement if the whole property covered had been destroyed, exceeds the sum insured thereon at the commencement of any loss destruction or damage to such property by any peril insured against by this section, the insured will be considered as being their own insurer for the difference and will bear a ratable share of the loss accordingly. Each item of this section (if more than one) to which this clause applies will be separately subject to this provision.

17.4.2. Difference in value of the insured property

If the property insured is, at the commencement of any defined event, collectively of greater value than the sum insured thereon, then the insured will be considered as being their own insurer for the difference and will bear a ratable share of the loss accordingly. Every item, if more than one, will be separately subject to this condition.

17.5 Specific exception(s) applicable to this domestic contents benefit

The insurer will not be liable for:

- 1) Money or negotiable instruments except as specially mentioned;
- 2) Medal, stamp and coin collections except as specially mentioned;
- 3) Motor vehicles, trailers, caravans, water craft, aircraft and their accessories, livestock or trade goods of any description;
- 4) Property more specifically insured;
- 5) Precious metals and stones, jewellery and furs to the extent that their undamaged value exceeds 30 per cent of the total sum insured.

17.6 What do we mean when we refer to the following under this domestic contents benefit?

17.6.1. Contents

Will mean household goods and personal effects of every description, the property of the insured or for which he is responsible or any member of the insured's family normally residing with the insured, fixtures and fittings, the insured's own or for which he is legally responsible (not being landlord's fixtures and fittings) in the buildings on the premises stated in the schedule.

17.6.2 Building(s)

Will mean the private / domestic residence constructed of brick, stone or concrete with slate, tile, concrete, asbestos or metal roof except as specifically mentioned, and all outbuildings (being structures, private garages, car ports, domestic employees quarters, garden sheds and the like) used in connection with it all being situated on the premises stated in the schedule.

17.7 Extensions and clauses to this domestic contents benefit

17.7.1 Debris removal

The insurer will pay costs necessarily incurred by the insured with its written consent in removing debris from the residence following a defined event.

17.7.2 Loss of money

The insurer will indemnify the insured for loss of money and negotiable instruments in the residence by any defined event but theft is restricted to forcible and violent entry to or exit from the building.

17.7.3 Mirrors and glass

The insurer will indemnify the insured for accidental damage to any mirror glass or sheet glass forming part of the contents

17.7.4. Television sets and ancillary equipment

The insurer will indemnify the insured for accidental damage (other than mechanical or electrical breakdown) to any television set, video recorder, decoder or its aerial in the residence.

17.7.5. Refrigerator or deep freeze contents

The insurer will indemnify the insured for deterioration of foodstuffs contained in any refrigerator / deep freeze unit in the residence as a result of breakdown, accidental damage or failure of power supply to the unit.

17.7.6 Loss of documents

The insurer will indemnify the insured for loss of or damage to the insured's personal documents caused by a defined event. The insurer will only be liable for the value of materials and the cost of labour in reinstating the documents or obtaining duplicates and not for the value to the insured of the content or any consequential loss or damages.

17.7.7. Veterinary fees

The insurer will indemnify the insured for veterinary expenses incurred as a result of accidental bodily injury sustained by any domestic animal owned by the insured arising from a road accident.

17.7.8. Goods in the open

The insurer will indemnify the insured for loss of laundry, garden and swimming pool furniture and implements from the grounds of the residence.

17.7.9. Household goods in transit

The insurer will indemnify the insured for damage to property insured caused by:

- 1) Fire, lightning, explosion, collision or overturning of the vehicle;
- 2) Theft or attempted theft provided that goods in an unattended vehicle were concealed as far as possible and entry was visible, forcible and violent;

While in transit between the place of purchase repair or renovation and the insured's residence, for holiday purposes, or following a permanent change of residence.

17.7.10. Locks and keys

The insurer will indemnify the insured for costs necessarily and reasonably incurred following loss of or damage to any locks or keys (including cardkeys and remote control devices) for the residence and its outbuildings.

17.7.11. Property of domestic employees

The insurer will indemnify the insured's domestic employees (which has a written agreement of employment with his or her employer) if their household goods and personal effects (excluding money and negotiable instruments) at the insured's residence are lost or damaged by a defined event.

17.7.12. Personal effects of guests

The insurer will indemnify any guests temporarily residing with the insured if their household goods and personal effects (excluding money and negotiable instruments) not otherwise insured are lost or damaged by a defined event.

17.7.13. Rent and alternative accommodation

If the private residence becomes uninhabitable because of loss or damage caused by a defined event the insurer will pay:

17.7.13.1 Rent for which the insured are liable;

17.7.13.2 Any reasonable additional costs incurred with its consent in providing alternative accommodation for the insured and domestic employees normally resident with the insured but only for the period necessary for reinstatement and up to 25 per

cent of the contents sum insured.

17.7.14. Medical expenses

The insurer will pay the costs of medical expenses incurred as a result of accidental bodily injury sustained by any:
Person other than the insured caused by a domestic animal owned by the insured;

17.7.14.1 Guest or visitor arising from any defect in the dwelling;

17.7.14.2 Domestic employee in the course of their employment by the insured.

17.7.15. Fatal injury

The insurer will pay the amount stated in the event of fatal injury to the insured occurring in or about the building(s) caused by accidental, violent, external visible means which injury will solely and independently of any other cause result in death within twelve months of such injury.

17.7.16 Burglar alarm warranty (if stated in the schedule to be applicable)

17.7.16.1 The alarm system must be fitted and maintained under contract by a contractor approved by the

17.7.16.2 There must be a fully functional link from the system to a fully manned control room with 24-hour immediate armed response.

17.7.16.3. The insurer will not pay for any burglary or theft whilst the residence is unattended unless the alarm system is fully armed.

17.7.16.4 The insurer will not pay for any burglary or theft involving the use of keys, duplicate keys or remote control of the system unless these have been obtained from the insured or anyone holding them on the authority of the insured by violence or threat of violence.

17.7.16.5 At the time of a claim for theft or burglary, you must be able to provide the insurer with a certificate of proof that the alarm was SAIDSA compliant, that it was activated at the time of theft or burglary and that you have maintained your contract with the service provider.

18. Safe warranty

18.1 Jewellery

Jewellery items exceeding R10 000 in value per item, must be kept in a locked safe, which must be permanently fixed to the floor or a structural wall of the building when not worn.

The keys or code to the safe must be kept in a safe place, away from the safe, and the safe must be kept locked at all times. Non-adherence to this requirement will limit the insurer's maximum liability to R1 000 per item.

18.2 Firearms

All firearms, irrespective of the value, must be kept in a locked safe, which must be permanently fixed to the floor or a structural wall of the building, when the firearm is not in use or worn on the insured.

The keys or code to the safe must be kept in a safe place, away from the safe and the safe must be kept locked at all times. Non-adherence to this requirement will void the insurer's liability in total.

19. Inflationary increase

The main sum insured (but not the sum insured on any miscellaneous item) will be automatically increased on the anniversary or renewal date of the Certainsure Policy by a percentage considered by the insurer to be commensurate with the trend in the rates of inflation. The Certainsure Policy will be endorsed with the new sum insured and the premium charged for the forthcoming period of insurance. This does not relieve the insured of the responsibility to ensure that the sums insured represent the full value of the property insured at all times.

20. Repairs and measures after loss

After loss or damage by any insured event:

- a. The insured may, to minimize further loss, undertake temporary repairs and any measures necessary for the safety of the property insured;
- b. The insurer will pay the reasonable costs of:
 - i) Extinguishing a fire;
 - ii) Emergency accommodation whilst the property insured is uninhabitable until alternative accommodation can be arranged up to the amounts shown in the limits of indemnity.

21. Stamp and coin collections

- a. Stamp collections:
 - i) The insurer will only be liable if one or more complete pages are lost or damaged;
 - ii) The insurer will not be liable for more than two-thirds of the value shown in any current recognized catalogue for any one stamp.
- b. Coin collections - the insurer will not be liable for:
 - i) Current coins;
 - ii) More than two-thirds of the value shown in any current recognized catalogue for any one coin.

22. Telephones

The insurer will indemnify the insured for accidental damage including electrical or mechanical breakdown to any telephone or ancillary equipment in the residence provided that:

- a. Telkom trade-in regulations will apply where practicable.
- b. Lines and extension wires are excluded.
- c. Cellular Telephones are excluded

23. Malicious damage extension

Subject otherwise to the terms, conditions, exceptions and warranties contained therein, this section is extended to cover damage directly occasioned by or through or in consequence of the deliberate or willful or wanton act of any person committed with the intention of causing such damage, other than damage to:

- a. Moveable property which is:
 - i) Stolen; or
 - ii) Damaged in an attempt to remove it or part of it from any premises owned or occupied by the insured.
- b. Moveable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by the insured.
- c. Immoveable property owned or occupied by the insured occasioned by or through or in consequence of:
 - i) The removal or partial removal or any attempt at it;
 - ii) The demolition or partial demolition or any attempt at it;
 - iii) The said immovable property or any part of it with the intention of stealing any part of it; Provided that this extension does not cover:
 - a. Damage related to or caused by fire or explosion.
 - b. Consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured.
 - c. Damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
 - d. Damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
 - e. Damage related to or caused by any occurrence referred to in general exception 11.1(a) (i), (ii), (iii), (iv), (v) or (vi) of this Certainsure Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the insurer alleges that, by reason of proviso (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary will rest on the insured.

If any building insured or containing the insured property becomes unoccupied for 30 consecutive days, the insurance in respect of this extension is suspended as regards the property affected unless the insured, before the occurrence of any damage, obtains the written agreement of the insurer to continue this extension.

During the period of the initial un-occupancy of 30 consecutive days, the insured will become a co-insurer with the insurer and will bear a proportion of any damage equal to 20 per cent of the claim before deduction of any first amount payable.

Accidental damage cover

The insurer will indemnify the insured up to 20 per cent of the sum insured under this section stated in the schedule or R20,000 (whichever the greater) for accidental damage to the property insured, per item, taking into account an excess per event. This extension does not cover:

- a. Consequential loss of any nature;
- b. Loss, destruction or damage:
 - i) Caused by or resulting from:
 - (1) Wear and tear;
 - (2) Depreciation;
 - (3) Electrical or mechanical breakdown;
 - (4) Rust, mildew, moth, vermin, insects;
 - (5) Scratching, denting or chipping;
 - (6) The insured's own domestic pets;
 - (7) Any gradually operating cause;
 - (8) Any process of dyeing, cleaning or renovating;
 - (9) The action of light or atmospheric conditions;
 - (10) Confiscation or detention by any process of law;
 - ii) To musical instruments by breakage of reeds, skins or strings;
 - iii) To firearms;
 - iv) To video or audio tapes cassettes or compact discs;
 - v) To articles of a fragile nature;
 - vi) To garden furniture and equipment;
 - vii) To sporting equipment;
 - viii) By over-winding of clocks or other mechanical apparatus.

24. Water leakage

The insurer will indemnify the insured against charges raised by a local authority for water lost through leakage from pipes on the insured's property provided that:

- 1) The consumption reading must be at least 50 per cent more than the average of the previous four readings.
- 2) The insured take immediate steps to repair the pipe(s) affected on discovery of a leak (by physical evidence or on receipt of an abnormally high water account).

This extension does not cover:

- a. The cost of repairs to leaking pipes;
- b. More than two separate incidents in any period of twelve months;
- c. Loss of water:
 - i) As a result of leaking taps, water heating apparatus or toilet systems;
 - ii) From swimming pool structures or inlet or outlet pipes;
 - iii) Whilst the property is unoccupied for a period in excess of 60 days.

Optional extensions and clauses to this domestic contents benefit

The benefits / cover provided by the listed optional extensions will only be available if they are specifically indicated to be included in the cover provided by this Certainsure Policy you acquired and a premium is paid in respect of the extension acquired.

1. Television equipment maintenance

The insurer will indemnify the insured for repairs following electrical or mechanical breakdown to any television set, video recorder, decoder or satellite dish in the residence.

2. Mechanical and electrical breakdown

- a. The insurer will indemnify the insured for damages and losses arising from power surge, provided that the power surge was caused by an insured event.
- b. The insurer will indemnify the insured for the accidental deterioration of foodstuffs contained in any refrigerator or deep freeze unit in the residence as a result of breakdown, accidental damage or failure of the power supply to the unit, excluding deliberate power cuts by any institution.

18. All Risks

The following events are regarded as events in terms of which you would have benefits / cover under this Certainsure Policy, being accidental loss of or damage to the property insured being:

1. Specified items (if stated in the schedule to be insured) comprising:
 - a. Clothing (other than furs);
 - b. Personal effects:
 - i) Normally carried on or designed to be carried on or by a person; or
 - ii) Normally worn or used by a person whilst participating in sport;
 - iii) But excluding items which are to be individually specified such as contact lenses, pedal cycles, cellular telephones, firearms, car sound systems, portable radios, tape decks, compact disc players, pagers, audio or video tapes or compact discs.
2. Specified items individually stated in the schedule belonging to the insured or members of the insured's family normally resident with the insured.

For the purposes of this section territorial limit means anywhere in the world, including transit by land, sea or air.

The amount payable in the event of total loss of any article of property insured will be the current replacement cost, but the liability of the insurer will not exceed the sum insured on any specified item.

The insured must provide satisfactory proof of valuation of the article at the time of loss.

18.1 General limitation of indemnity applicable to this domestic all risks benefit

The limits of indemnity stated below apply independently of any amount stated in the schedule and must be read in conjunction with the relevant clauses in this section.

18.2 Specific limitation of indemnity applicable to this domestic all risks benefit

The limits of indemnity, which apply independently of the general limitation of indemnity applicable to this benefit provided by the Certainsure Policy, in respect of benefits / cover provided in respect of the following items, are specifically limited to:

Item	Clause reference	specific limit of indemnity
Unspecified items - per individual item (other than clothing)	18. Item 1	20 per cent of sum insured
Loss of money	18.5.1	R3,000

18.3 First amounts payable under this domestic all risks benefit

The insured will be specifically responsible for a basic compulsory first amount payable as stated in the schedule to this Certainsure Policy.

18.4 Specific exception(s) applicable to this domestic all risks benefit

The insurer will not be liable for:

- 1) Damage:
 - a) To sports equipment (other than golf clubs) whilst in actual use;
 - b) To laptop or other personal computers and data media;
 - c) Arising from detention or confiscation by any process of law;
 - d) To property arising from its own mechanical or electrical breakdown;
 - e) Caused by or arising from:
 - i) Insects, parasites or vermin;
 - ii) Wear and tear or gradually operating causes;
 - iii) Alteration, repair, maintenance, decoration, restoration or renovation;
 - iv) Any process of cleaning, drying, dyeing or heating;
- 2) The cost of reproducing sounds, data and images on tapes, records, film or magnetic media;
- 3) Loss or disappearance of the insured property from any motor vehicle, caravan, trailer or watercraft when left unattended unless such loss or disappearance follows upon forcible and violent entry into or exit from the said motor vehicle, caravan, trailer or watercraft, but in the case of motor vehicles cover is restricted to property contained in a locked boot or concealed in a compartment forming part of a locked vehicle.

18.5 Extensions and clauses to this domestic all risks benefit

18.5.1 Loss of money

The insurer will indemnify the insured up to the amount stated in the limits of indemnity for loss of money or negotiable instruments.

Riot and Strike

Damage directly occasioned by or through or in consequence of:

- i. Civil commotion, labour disturbances, riot, strike or lockout;
 - a. The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrences referred to in (i) above,
 - b. Provided that this event does not cover:
 - c. Damage occurring in the Republic of South Africa or Namibia.
 - d. Consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
 - e. Damage caused by total or partial cessation of work, or the retarding, interruption or cessation of any process or operation.

Damage caused by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

Damage caused by or related to any occurrence referred to in general exception 11.1(a) (ii), (iii), (iv), (v) or (vi) of this Certainure Policy, or the act of any lawfully established authority in controlling preventing suppressing or in any other way dealing with any such occurrence.

If the insurer alleges that damage is not covered by reason of proviso (a), (b), (c), (d) or (e) of this event, the burden of proving the contrary will rest on the insured.

18.5.2 Pairs and sets

Where an item consists of articles in a pair or set the insurer will not pay more than the value of the parts lost or damaged.

18.5.3 Pedal cycles

- a. Pedal cycles and accessories left unattended outside the boundary of the residence must be attached by a security device to a permanently fixed structure.
- b. The insurer will not pay for damage to the pedal cycle arising out of racing, pacing and trial runs.

18.5.4 Safe deposit

If an item is specified as kept in a safe deposit facility, insurance under this section only applies while the item is contained in such facility.

18.5.5 Security measures

The security measures as specified in the domestic contents benefit section applies to this section, including the burglar alarm warranty provisions, clause 17.8.16, (if required) at the risk address specified in the schedule.

19. Computer Equipment

The following events are regarded as events in terms of which you would have benefits / cover under this Certainsure Policy, being loss of or damage to the property insured being the electronic data processing equipment or proprietary software listed in the schedule belonging to the insured or members of the insured's family normally resident with the insured anywhere in the world from any cause not excluded by this section.

19.1 Basis of indemnification under this domestic computer equipment benefit

19.1. In respect of partial losses

The costs and expenses reasonably and necessarily incurred to restore the damaged property to its working condition immediately before it was damaged provided that:

The value of parts that can be used in any way will be deducted;

The insurer will pay the costs of any temporary repairs the insured carries out without its consent in the interests of safety, or to minimize further loss of or damage to the property insured. If, however, these temporary repairs cause additional loss or damage, the consequences including any additional costs will be for the insured's account;

Where the damage is restricted to a part or parts of an insured item, the insurer will only be liable for the cost of the part or parts lost or damaged.

19.1.2 In respect of total losses

The cost of reinstatement of the property insured to its condition when new provided that:

- a. Reinstatement will mean replacement of the item lost or destroyed by new property of equal performance and / or capacity or, if this is impossible, its replacement by new property having the nearest higher performance and / or capacity including any freight, dues and customs duties less the value of any salvage;
- b. The sum insured in the schedule is the installed new replacement value of the property insured;
- c. Reinstatement is carried out without delay and in the most economical manner;
- d. The insured must actually reinstate the property insured;
- e. If the property insured is not reinstated, the insurer will indemnify the insured for the actual value of the property insured up to the cost of reinstatement.

19.2 General limitation of indemnity applicable to this domestic computer equipment benefit

The limits of indemnity stated below apply independently of any amount stated in the schedule and must be read in conjunction with the relevant clauses in this section. In respect of property insured the basis of indemnification shall be the market value of the property insured immediately before the loss or damage, irrespective of the sum that the property is insured for.

19.3 First amounts payable under this domestic computer equipment benefit

The insured will be specifically responsible for a basic compulsory first amount payable as stated in the schedule to this Certainsure Policy. If more than one item of the property insured is lost or damaged in any one occurrence, the first amount payable will be limited to the highest single amount applicable to such items in respect of the occurrence.

19.4 Specific exception(s) applicable to this domestic computer equipment benefit

The insurer will not be liable for:

- 1) The costs of any alteration, addition, improvement or overhaul carried out at the time of repair;
- 2) Loss or damage:
 - i) Provided for under any maintenance and / or lease agreement;
 - ii) Caused by wear and tear or gradually operating causes, development of poor contacts or scratching of painted or polished surfaces;
- 3) Parts having a short life such as (but not limited to) x-ray tubes, bulbs, valves, fuses or contacts and if such parts are damaged by a defined event the insurer will indemnify the insured for the residual value of such parts;
- 4) Loss of use of the property insured or other consequential loss, damage or liability of any nature other than losses specifically provided in this section;
- 5) Any loss resulting from theft from any vehicle while left unattended, except theft as a result of visible, forcible and violent entry to such vehicle.

19.5 What do we mean when we refer to the following under this domestic contents benefit?

19.5.1 Market value:

The current day purchase price of second-hand/used property of equal performance and/or capacity to the property lost or damaged and of substantially similar condition. Where no similar property is available, market value shall be calculated by deducting from the current new replacement value of the nearest equivalent property, an amount representing:

- 1) 20% (twenty percent) for the first year after the date of purchase; and
- 2) 10% (ten percent) per year for each succeeding year subject always to a minimum indemnity of 40% (forty percent) of the current new replacement value of the nearest equivalent property.

19.5.2 New property:

- 1) New property shall mean property purchased no more than seven (7) years (or such extended period as may be approved by the company in writing) prior to the defined event, it being expressly agreed that in applying this definition upgrades and enhancements will be taken into account in arriving at an indemnifiable amount and the age of the property insured.
- 2) In respect of property insured not provided for in (19.5.2.1) above, the basis of indemnification shall be the market value of the property insured immediately before the loss or damage. At the option of the company, the property insured shall be regarded as totally destroyed if the repair costs as defined in (1) above equal or exceed its market value immediately before the damage.

19.6 Extensions and clauses to this domestic computer equipment benefit

19.6.1 Reinstatement of data (if stated in the schedule to be included)

The insurer will indemnify the insured for all costs and expenses necessarily and reasonably incurred in the recompilation of data and / or programmes recorded on data carrying media lost as a result of an accident provided that such costs and expenses are not caused by programme errors, viruses, incorrect entry or the inadvertent cancellation or corruption of data.

19.6.2 Riot and Strike

Damage directly occasioned by or through or in consequence of:

- i) Civil commotion, labour disturbances, riot, strike or lockout;
- ii) The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrences referred to in (i) above,

Provided that this event does not cover:

- a) Damage occurring in the Republic of South Africa or Namibia.
- b) Consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
- c) Damage caused by total or partial cessation of work, or the retarding, interruption or cessation of any process or operation.
- d) Damage caused by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- e) Damage caused by or related to any occurrence referred to in general exception 11.1(a) (ii), (iii), (iv), (v) or (vi) of this Certainsure Policy, or the act of any lawfully established authority in controlling preventing suppressing or in any other way dealing with any such occurrence.

If the insurer alleges that damage is not covered by reason of proviso (a), (b), (c), (d) or (e) of this event, the burden of proving the contrary will rest on the insured.

19.6.3 Security measures

The security measures as specified in the domestic contents benefit section applies to this section, including the burglar alarm warranty provisions, clause 17.8.16, (if required) at the risk address specified in the schedule.

20. Personal Liability

The following events are regarded as events in terms of which you would have benefits / cover under this Certainsure Policy, being:

- 1) Damages which the insured become legally liable to pay as compensation for injury or damage.
- 2) Emergency medical expenses incurred by the insured on behalf of a potential claimant as a result of injury.
- 3) liability assumed by the insured under a contract entered into with any security firm and arising out of any willful or negligent acts or omissions of employees of the security firm whilst undertaking any duties in terms of the contract resulting in injury or damage which occurs during the period of insurance.

20.1 General limitation of indemnity applicable to this domestic general liability benefit

The limits of indemnity stated below apply independently of any amount stated in the schedule and must be read in conjunction with the relevant clauses in this section.

The limit of indemnity will include costs and expenses:

- a. Recoverable by any claimant from the insured.
- b. Incurred with the written consent of the insurer.

The insurer may in respect of any occurrence pay to the insured the limit of indemnity less any costs and expenses incurred or any lesser sum for which the claim or claims can be settled whichever is the lesser amount.

20.2 Specific limitation of indemnity applicable to this domestic general liability benefit

The limits of indemnity, which apply independently of the general limitation of indemnity applicable to this benefit provided by the Certainsure Policy, in respect of benefits / cover provided in respect of the following items, are specifically limited to:

Item	Clause reference	specific limit of indemnity
Emergency medical expenses	20	R5,000
Cash and credit cards	20.7.1	R5,000
Golfers' hole-in-one	20.7.2	R2,000
Full house	20.7.3	R3,000

20.3 First amounts payable under this domestic general liability benefit

The insured will be specifically responsible for a basic compulsory first amount payable as stated in the schedule to this Certainsure Policy.

20.4 Specific exception(s) applicable to this domestic general liability benefit

The insurer will not indemnify the insured in respect of:

1. Liability assumed by the insured by agreement and which would not have attached in the absence of such agreement other than as specifically mentioned in defined event 21 item 3;
2. Liability in respect of death or bodily injury to or illness of any person who is a member of the insured's household
3. Liability in respect of death or bodily injury to or illness of any person under a contract of service with the insured if such liability is in respect of injury or illness arising out of and in the course of such employment by the insured other than as specifically mentioned in extension 20.7.6 liability to domestic employees;
4. Liability in respect of death, bodily injury, illness, loss or damage caused by or in connection with or arising from
 - a. The ownership or occupation of any land or buildings other than liability arising out of the use of garden implements and as specifically mentioned in clause 20.7.4 (homeowners' liability) and clause 20.7.5. (tenants' liability);
 - b. The use of aircraft vehicles (other than as a passenger in a private motor car) or watercraft;
 - c. Any profession or business of the insured.

20.5 Memoranda under this domestic general liability benefit

1. General exception 11.1 does not apply to this section.
2. General Provision 12.144 does not apply to this section.

20.6 What do we mean when we refer to the following under this domestic general liability benefit?

1. Injury means accidental death, bodily injury to or illness of any person.
2. Damage means accidental loss of or physical damage to tangible property other than property belonging to, held in trust by, or in the custody or control of the insured or for which the insured is responsible.
3. The insured includes members of the insured's family normally resident with the insured and, in the event of the insured's death, the insured's estate.
4. Occurrence means an occurrence or series of occurrences arising out of one event.
5. Territorial limits means anywhere in the world.

20.7 Extensions and clauses to this domestic general liability benefit

20.7.1 Cash and credit cards

The insurer will indemnify the insured against liability or loss arising from fraudulent use of the insured's cash or credit cards by any person who is not a member of the insured's family or household, limited to the amounts detailed in 20.2. The insurer will not indemnify the insured if the insured have not reported the loss of the card to the issuing organization as soon as possible and complied with the conditions of issue of the card.

20.7.2 Golfers' hole-in-one

The insurer will pay the amount stated in the limits of indemnity (clause 20.2.2) if the insured scores a hole-in-one playing in an amateur game of golf in terms of the rules at any recognized golf club on written confirmation by the secretary of the club. The secretary of the golf club where you hit the hole-in-one must confirm the hole-in-one in writing.

20.7.3 Full house

We will compensate you for the amount shown in clause 20.2.2 if you score a full house while playing bowls as an amateur. To receive compensation, you must have played in an official competition as part of a team of two, three or four, on a registered bowling green under the recognized rules of the game with all eight or nine bowls to count. The secretary of the bowling club where you achieved the full house must confirm the full house in writing. If more than one person as defined under you (according to the definition in this section) scores a full house, we will pay compensation only once for each full house.

20.7.4 Homeowners' liability

The insurer will pay all sums which the insured become legally liable to pay as owner of residential premises in the Republic of South Africa caused by injury or damage occurring on or about the building. Excluding liability arising out of or incidental to the insured's occupation or business.

20.7.5 Tenants' liability

The insurer will pay all sums which the insured become legally liable to pay as tenant of residential premises in the Republic of South Africa caused by:

- a. Loss of or damage to the building and / or landlord's fixtures and fittings as a result of:
 - i) Fire, explosion, storm, wind, water, hail or snow;
 - ii) Bursting, leaking or overflowing of water or heating installations or pipes including damage to such installation or pipes.
 - iii) Theft or any attempt thereat.
- b. Accidental breakage of sanitary ware and fixed glass;
- c. Accidental damage to water, sewerage, gas, electricity and telephone connections between the building and the public supply or mains connections.

Excluding:

- a. Damage:
 - i) Caused by subsidence or landslip. This exclusion will not apply to the removal of land supporting the building by flowing surface water;
 - ii) To sanitary-ware by chipping scratching and other disfigurement.
- b. Liability arising out of or incidental to the insured's occupation or business.

20.7.6 Liability to domestic employees

The insurer will indemnify the insured against:

- a. All sums that the insured become legally liable to pay as a result of bodily injury to the insured's domestic employees arising out of the work they are employed to do.
- b. Costs and expenses incurred by the insured with its prior consent in the defense of any criminal action brought against the insured arising out of an alleged contravention of the occupational health and safety act no. 85 of 1993 (as amended).

Excluding liability arising out of or incidental to the insured's occupation or business.

21. Motor

The following events are regarded as events in terms of which you would have benefits / cover under this Certainsure Policy, being:

21.1 Comprehensive benefits

21.1.1 Own damage

- i) If the vehicle or any part of it is lost or damaged the insurer will at its choice indemnify the insured by paying
 1. for its repair at a service provider of the insurer's choice; or
 2. its replacement; or
 3. the amount of the loss or damage, less the compulsory first amount payable.

If the vehicle is the subject of a suspensive sale or similar agreement, such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the insurer in respect of such loss or damage. The insurer will also pay the reasonable cost of delivery to the insured, after repair of such loss or damage, not exceeding the reasonable cost of transport to the permanent address of the insured within the territorial limits.

- ii) If within 12 months of first registration the vehicle is and the vehicle has travelled less than 30 000km:
 1. stolen or hijacked and not recovered or physically returned to the insurer, or
 2. damaged and the assessed cost of repairs exceeds 70 per cent of the current new retail price including tax,

The maximum amount payable by the insurer will be the current purchase price (not list price) of a new vehicle of the same or a similar model or the limit shown in the schedule whichever is the lower, less the first amount payable.

- iii) if the vehicle is lost or damaged more than 12 months after first registration the maximum amount payable by the insurer will be the limit shown in the schedule or the reasonable market value of the vehicle at the time of loss or damage whichever is the lower, less the first amount payable.

The insurer shall not be liable for:

- i) consequential loss or damages as a result of any cause whatsoever, depreciation in value whether arising from repairs following a defined event or otherwise, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages.
- ii) damage to tyres by application of brakes or by road punctures, cuts or bursts.
- iii) damage to springs / shock absorbers due to inequalities of the road or other surface or to impact with such inequalities.
- iv) detention, confiscation or requisition by customs or other officials or authorities`
- v) damage to the engine or tyres unless some other part of the vehicle is damaged at the same time

21.1.2 Liability to third parties

- i) The insurer will indemnify the insured:
 1. for any amount that the insured become legally liable to pay arising from the use of the vehicle in respect of:
 - a. Injury which shall mean accidental death of or bodily injury to any person.
 - b. Damage which shall mean accidental loss of or damage to property.
 2. For costs and expenses incurred with its written consent.
 3. At its discretion for any costs incurred for representation at any inquest or post-mortem or for defense against any criminal proceedings in a magistrate's court.
 4. While driving a vehicle not owned by the insured or being purchased, hired or leased by the insured under an installment sale or lease agreement but the insurer shall not be liable for damage to such vehicle.

while the vehicle is being used for the purpose of towing (other than for reward) any other vehicle or trailer (including liability in connection with the towed vehicle or trailer) but the insurer shall not be liable for damage to the towed vehicle or trailer or to property in or on such vehicle or trailer.

- ii) The insurer will indemnify any person who is driving or using the vehicle with the insured's permission provided such person:
 1. Is not entitled to indemnity under any other Certainsure Policy.
 2. Observes the terms of the Certainsure Policy as far as they can apply.
 3. Has not been refused any motor vehicle insurance.
- iii) The insurer shall not be liable for:
 1. Injury to any person being carried in:
 - a. A trailer or caravan.
 - b. The unenclosed load carrying section of a light delivery vehicle.
 2. Damage to property:
 - a. Belonging to or held in trust by or in the custody or control of the insured.
 - b. Carried in a trailer or caravan.
 3. Any compensation provided or insurable in terms of any motor vehicle insurance legislation.
 4. Any claim arising out of contractual liability.
 5. Death of or bodily injury to any person being a member of the same household as the insured.

21.2 Third party, fire and theft

Cover in terms of defined event 21.1.1 own damage is restricted to loss or damage resulting from fire, self- ignition, lightning, explosion or by theft or attempted theft. The insurer will not pay for loss of or damage to motor vehicle audio equipment of any type.

The following clauses are cancelled:

1. Extensions and clauses - medical expenses (clause 21.10.3)

21.3 Third party only

Cover is restricted to defined event 21.1.2 liability to third parties.

21.4 General limitation of indemnity applicable to this domestic motor benefit

The limits of indemnity stated below apply independently of any amount stated in the schedule and must be read in conjunction with the relevant clauses in this section.

Specific limitation of indemnity applicable to this domestic motor benefit

The limits of indemnity, which apply independently of the general limitation of indemnity applicable to this benefit provided by the Certainsure Policy, in respect of benefits / cover provided in respect of the following items, are specifically limited to:

21.6 First amounts payable under this domestic motor benefit

The insured will be specifically responsible for a basic compulsory first amount payable as stated in the schedule to this Certainsure Policy in respect of motor cars and light delivery vehicles, motorcycles and motor scooters, caravans and trailers. Furthermore, the amounts as stated in the schedule in respect of each and every claim arising out of any one occurrence or series of occurrences with one original cause or source during any one period of insurance is also payable by the insured in respect of the following named events:

- a. Theft or hijack of the whole vehicle as a unit. 'Hijack' will mean the seizing of or exercising of control of the vehicle by threat or force;
- b. Whilst the vehicle is being driven by any person under the age of twenty five (25) years or who has held a license to drive for a period of less than two (2) years;
- c. voluntary first amount payable – refer to the schedule;
- d. Window glass where no other damage has been caused to the vehicle.

Item	Clause reference	specific limit of indemnity
Liabilities to third parties - fire and explosion	21.1.2	R1,000,000
Liabilities to third parties - other- motor cars and light delivery vehicles	21.1.2	R2,000,000
Liabilities to third parties - motorcycles and motor scooters	21.1.2	R500,000
Liabilities to third parties - trailers and caravans	21.1.2	R500,000
Medical expenses - per occupant	21.10.3	R5,000
Medical expenses - not exceeding in total	21.10.3	R20,000
Locks and keys	21.10.5	R5,000
Audio accessories - any one event	21.10.7	R5,000
Repairs and measures after a loss - vehicle repairs	21.8.2 item 3	R5,000
Repairs and measures after a loss - emergency accommodation 21.8.2 item 3 R5,000	21.8.2 item 3	R5,000
Repairs and measures after a loss - tow-in costs - electrical or electronic or mechanical breakdown	21.8.2 item 3	R2,000

If more than one motor vehicle is described in the schedule the above provisions will apply as if a separate policy has been issued for each vehicle. The amounts borne by the insured will be the amounts specified above and these amounts will apply independently and be cumulative.

21.7 Specific exclusions(s) applicable to this domestic motor benefit

The insurer will not be liable to pay for loss, damage or injury caused, sustained or incurred:

- 1) Outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi and Mozambique except for loss of or damage to the vehicle while in transit by sea or air between ports or places within these territories.
- 2) While the vehicle is being driven or used:
 - a. Other than in accordance with the description of use;
 - b. By the insured or any person with the insured's consent who is not licensed to drive the vehicle in terms of legislation applying to the territory in which the vehicle is being used. this exclusion will not apply if the vehicle is being driven by you (or any person with your consent) while learning to drive and legislation relating to learner drivers is being obeyed or if you were unaware that the driver was not in possession of a valid driver's license and you can show that in the normal course of events it was reasonable for you to accept that the driver had a valid license;
 - c. By the driver while under the influence of intoxicating liquor or drugs or while the concentration of alcohol in the driver's blood exceeds the statutory limit or when the driver fails a breathalyzer test;
 - d. By any person, with the insured's consent and knowledge, who the insured know or is reasonably expected to know is under the influence of intoxicating liquor or drugs or while the concentration of alcohol in that person's blood exceeds the statutory limit or when the driver fails a breathalyzer test;
 - e. In a condition which does not comply with the provisions and regulations of the road traffic ordinances of the Republic of South Africa or any similar legislation which applies to the areas referred to above;
 - f. The tyres of the vehicle have unused tread of at least 1.5mm on each and every one of the tyres;
 - g. when the vehicle or the caravan or trailer that it tows is involved in an accident, and it is not in a roadworthy condition as is defined in the legislation relating to roadworthiness, or when the law or traffic regulations do not allow towing. we reserve the right to examine the vehicle or any part of it at any time and that access will not be withheld;
 - h. by the insured or by any person, with the insured's consent and knowledge, has an endorsed license, whether the endorsement is displayed on the license or is on record with the authorities, for negligent, reckless or drunken driving, or for driving while the percentage of alcohol in that person's blood exceeds the legal limit.
3. Vehicles in excess of 3,500kg.
4. While a light delivery vehicle is being used to carry goods for business or professional purposes, unless it is included by virtue of the description of use, clause 21.8, as detailed in the schedule.
5. By the insured or any person with the insured's consent who is not listed in the schedule of insurance.

21.8 Memoranda under this domestic motor benefit

21.8.1 Description of use

21.8.1.1 Domestic

Where the use is shown in the schedule as domestic to and from work the vehicle may only be used for social, domestic, pleasure travel to and from work, excluding business and professional purposes, hiring, carriage of passengers for hire or carriage of fare paying passengers, commercial travelling, the conveyance of goods, for trade purposes, driving instruction for reward, racing, speed or other contests, rallies, trials or use for any purpose in connection with the motor trade.

21.8.1 Domestic and business (including incidental conveyance of goods trade goods)

Where the use is shown in the schedule as domestic and business the vehicle may only be used for social, domestic, pleasure, travel to and from work, business and professional purposes, the conveyance of goods for trade purposes, excluding hiring, carriage of passengers for hire or carriage of fare paying passengers, commercial travelling, driving instruction for reward, racing, speed or other contests, rallies, trials or use for any purpose in connection with the motor trade.

21.8.1.3 Domestic and business (excluding incidental conveyance of goods trade goods)

Where the use is shown in the schedule as domestic and business the vehicle may only be used for social, domestic, pleasure, travel to and from work, business and professional purposes, excluding hiring, carriage of passengers for hire or carriage of fare paying passengers, commercial travelling, the conveyance of goods for trade purposes, driving instruction for reward, racing, speed or other contests, rallies, trials or use for any purpose in connection with the motor trade.

In respect of this clause 21.8.121.8.1 and the term "motor trade" will not invalidate any cover provided to you while the vehicle is in the custody or control of any member of the motor trade and used only for its maintenance or repair.

21.8.1.4 Specific memoranda

1. **The insured will advise the insurer in writing immediately the insured is aware:**
 - a. That the insured's driver's license or that of the insured's authorized driver is endorsed suspended or cancelled;
 - b. Of the insured or the insured's authorized driver being charged or convicted of negligent, reckless or improper driving;
2. If more than one vehicle is insured by this Certainsure Policy the claim free groups will be applied as if a separate policy had been issued for each vehicle;
3. Repairs and measures after loss (only applicable to defined event 21.1.1 own damage)
 - a. After loss or damage by any insured event:
 - iv) The insured may authorize repairs, within reasonable costs, to the vehicle, provided an invoice is obtained and forwarded to the insurer without delay;
 - v) The insurer will pay the reasonable costs of emergency accommodation whilst the vehicle is being repaired following an accident or breakdown;
 - b. The insurer will also pay the reasonable costs of towing in the vehicle following electrical or electronic or mechanical breakdown;
up to the amounts shown in the limits of indemnity.

21.9 What do we mean when we refer to the following under this domestic motor benefit?

1. The insured means the person in whose name this Certainsure Policy is issued and spouse.
2. vehicle means:
 - a. Motor cars and light delivery vehicles with a gross vehicle mass not exceeding 3500 kg;
 - b. Motorcycles and motor scooters (with or without sidecar);
 - c. Caravans and trailers (including permanent fixtures and fittings) without means of self-propulsion, designed to be drawn by a self-propelled vehicle owned by or hired or leased to the insured including any vehicle temporarily used by the insured whilst the insured's vehicle is being overhauled, serviced or repaired.

21.10 Extensions and clauses to this domestic motor benefit

21.10.1 Traffic offences

You will notify us in writing immediately you know of:

- 1) The endorsement, suspension or cancellation of any driving license issued to you or your authorized driver;
- 2) Any driver of the vehicle or you being charged with or convicted of reckless, negligent or inconsiderate driving.

21.10.2 Wreckage removal

The insurer will pay the reasonable cost of recovery, to a maximum of R5000 or as indicated in the schedule to this Certainsure Policy, protection and removal of debris and wreckage of the vehicle to the nearest repairer following a defined event.

21.10.3 Medical expenses

If any occupant of the vehicle sustains bodily injury as a direct result of an accident the insurer will pay the medical expenses, limited to the amounts detailed in clause 21.5.5, in connection with the injury less amounts recoverable in terms of any compulsory motor vehicle insurance act or compulsory occupational illness or disability act or workmen's compensation legislation.

21.10.4 Window glass

Where there has been no other damage to the vehicle the insurer will pay for damage to window glass (including a sunroof) of the vehicle without alteration of the claim free group. The insured will be responsible for the first amount payable as stated but if the glass is repaired, the insured will not have to pay this amount.

21.10.5 Locks and keys

The insurer will indemnify the insured for costs necessarily and reasonably incurred following loss of or damage to locks and keys (including cardkeys and remote control devices) for the vehicle. Payment will be made without alteration of the claim free group or application of an excess.

21.10.6 Parts or accessories not readily available

If any part or accessory needed to repair the vehicle is not available in the Republic of South Africa as a standard ready manufactured article the most the insurer will pay is the sum equaling the value of the part at the time of loss or damage. In no case will the insurer pay more than the manufacturer's listed price. The insurer will not be held liable for any time delay in the repatriation of such vehicle due to transport and customs hold-ups because of the import of such part or parts.

21.10.7 Audio accessories

The insurer will not pay more than the limit stated (after deduction of any first amount payable) for fitted accessories in the form of car radios, tape players, record players, compact disc players and the like unless such equipment is specified and any additional premium is paid.

21.10.8 Riot and Strike

Damage directly occasioned by or through or in consequence of:

- i) Civil commotion, labour disturbances, riot, strike or lockout;
- ii) The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrences referred to in (i) above;

Provided that this event does not cover:

- a. Damage occurring in the Republic of South Africa or Namibia.
- b. Consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
- c. Damage caused by total or partial cessation of work, or the retarding, interruption or cessation of any process or operation.
- d. Damage caused by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- e. Damage caused by or related to any occurrence referred to in general exception 11.1(a) (ii), (iii), (iv), (v) or (vi) of this Certainsure Policy, or the act of any lawfully established authority in controlling preventing suppressing or in any other way dealing with any such occurrence.

If the insurer alleges that damage is not covered by reason of proviso (a), (b), (c), (d) or (e) of this event, the burden of proving the contrary will rest on the insured.

21.10.9 Security requirements

1. For vehicles with a sum insured of less than or equal to R300 000:
 - a. You must have:
 - i) a VESA level 3 or 4 immobiliser; or
 - ii) a SAIAS approved immobiliser; or
 - iii) a VSS approved immobiliser; or
 - iv) a VESA / SAIAS approved gearlock; or
 - v) an insurer approved tracking device
 - b. For clause 21.10.9.(a)(i) to 21.10.9.(a)(iii). VSS compliant; or VESA approved level 3 or 4; or SAIAS approved immobiliser warranty:
 - i) If it is stated on your Certainsure Policy contract that your vehicle is fitted with a VSS compliant; or VESA approved level 3 or 4; or SAIAS approved immobiliser, whether it is a compulsory requirement or not, or if you receive a discount for it, the insurer will not be liable for any loss or damage arising from theft of the vehicle if the device is not in place, in good working order and activated at the time of theft of the vehicle. At the time of a claim for vehicle theft, you must be able to provide the insurer with a certificate of proof that the immobiliser was VSS compliant; or VESA level 3 or 4 approved; or SAIAS approved.
 - ii) VESA or SAIAS approved gearlock warranty if it is stated on your Certainsure Policy contract that your vehicle is fitted with a VESA or SAIAS approved gearlock, whether it is a compulsory requirement or not, or if you receive a discount for it, the insurer will not be liable for any loss or damage arising from the theft of the vehicle if the device is not in place, in good working order and activated in the event of theft of the vehicle. At the time of a claim for vehicle theft, you must be able to provide the insurer with a certificate of proof that a VESA or SAIAS approved gearlock was installed. The gearlock key must also be submitted as proof.
2. For vehicles with a sum insured of more than R350 000:
 - a. You must have:
 - i) The vehicle fitted with an insurer approved tracking device insurer and warranty. if it is stated on your Certainsure Policy contract that your vehicle is fitted with an insurer approved tracking device, whether it is a compulsory requirement or not, or if you receive a discount for it, the insurer will not be liable for any loss or damage arising from theft or hijacking of the vehicle if the device is not in place, in good working order and activated in the event of theft or hijacking of the vehicle.
 - ii) At the time of a claim for vehicle theft or hi-jacking, you must be able to provide the insurer with a certificate of proof

that the tracking device is insurer approved and that you have maintained your contract with the service provider for the monitoring of the device.

- iii) The insurer will not be liable for loss of or damage to the vehicle if stolen or hi-jacked, if the vehicle is permanently used outside the range of the tracking system; unless this has been specifically agreed upon by the insurer in writing, and your Certainsure Policy has been endorsed accordingly.

21.11 Optional extensions and clauses to this domestic motor benefit

The benefits / cover provided by the listed optional extensions will only be available if they are specifically indicated to be included in the cover provided by this Certainsure Policy you acquired.

21.11.1 Credit shortfall

If any total loss settlements under defined event, 22.1.1 own damage is less than the amount owing to the financier under a current installment sale or lease agreement, the insurer will pay to the insured an additional amount equal to the shortfall less:

- a. Any arrears installments or rentals including interest payable on such arrears;
- b. All refunds of premium for cancellation of any insurance cover relating to the motor vehicle;
- c. The increased installments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled;
- d. The first amount payable; Provided always that:
 - i. The amounts payable will not exceed the maximum indemnity less the first amount payable under defined event 21.1.1 own damage.
 - ii. This endorsement will not apply to an agreement whereby the amount of any single installment other than the final residual amount after the initial payment differs by more than 10 per cent from any other installment.
 - iii. If such shortfall is as a result of a re-advance under an installment sale or refinancing in terms of a lease the insurance by this extension will be void.

21.11.2 Insured and other drivers

For the purposes of this section the "insured" includes any person other than the driver listed in the schedule driving with the insured's permission subject to the provisions of specific exclusions listed under clause 21.7(2),(3) and (4).

21.11.3 Passenger liability excluded

The insurer will not pay for injury to any person who at the time of the accident is being conveyed in, or is mounting or alighting from, the vehicle.

21.11.4 Quad bikes

The following is excluded:

- a. depreciation, wear and tear, mechanical or electrical breakdown, failure or breakage; and
- b. damage to the tyres unless some other part of the quad bike is damaged at the same time; and
- c. damage sustained or incurred whilst the quad bike is driven by any person under the age of 16 years; and
- d. any damage or loss due to racing, speed or other contests, rallies or trials (including time trials); and
- e. passenger (pillion) liability; and
- f. damage to third parties; and
- g. any damage caused whilst the quad bike is being driven or used in an area which constitutes a public road in terms of the provisions and regulations of the Road Traffic Ordinances of the Republic of South Africa; and third party liability; and
- a. domestic general liability benefit.

22. Personal Accident

The following events are regarded as events in terms of which you would have benefits / cover under this Certainsure Policy, being an injury which will mean bodily injury caused by accidental, violent, external and visible means and which:

- a. Directly and independently of all other causes results in death or disability within 24 calendar months.
- b. Includes injury caused by exposure, starvation and thirst.

22.1 General limitation of indemnity applicable to this domestic personal accident benefit

The limits of indemnity stated below apply independently of any amount stated in the schedule and must be read in conjunction with the relevant clauses in this section.

22.2 Specific limitation of indemnity applicable to this domestic personal accident benefit

The limits of indemnity, which apply independently of the general limitation of indemnity applicable to this benefit provided by the Certainsure Policy, in respect of benefits / cover provided in respect of the following items, are specifically limited to:

1. In the event of injury to any insured person the insurer will pay the percentage of compensation as stated in the table of benefits, as set out in clau22.72.7 to the insured person or their estate.
2. The insurer will not be liable to pay more than the death or permanent disability benefit (whichever is the higher) plus any temporary total disability and medical expenses benefit.
3. The insurer will pay the death benefit if an insured person disappears and after a year there is satisfactory evidence to presume that death as a result of injury has occurred. If it is later found that death has not occurred and the insured person is found to be living any amount paid by the insurer must be refunded.
4. In the event of death of an insured person under 15 years of age the insurer will not pay more than the reasonable cost of funeral expenses.

22.3 First amounts payable under this domestic personal accident benefit

The insured will be specifically responsible for a basic compulsory first amount payable as stated in the schedule to this Certainsure Policy.

		Per cent comp.	
1)	death	100 %	
2)	Permanent disability:		
a)	Loss by physical separation at or above the wrist or ankle of one or more limbs	100 %	
b)	The complete and irrecoverable loss of sight in one or both eyes	100 %	
c)	Total paralysis	100 %	
d)	Any other injury causing permanent disability	100 %	
e)	Loss of four fingers	70 %	
f)	Loss of thumb	Both phalanxes	25 %
		One phalanx	10 %
g)	Loss of index finger	Three phalanxes	10 %
		Two phalanxes	8 %
		One phalanx	4 %
h)	Loss of middle finger	Three phalanxes	6 %
		Two phalanxes	4 %

		One phalanx	2 %
i)	Loss of ring finger	Three phalanxes	5 %
		Two phalanxes	4 %
		One phalanx	2 %

22.4 Specific condition(s) applicable to this domestic personal accident benefit

In respect of any claim the insured person will as often as required by the insurer submit to medical examination at its expense. The insurer will in the case of death be entitled to call for a post-mortem. For the purposes of this section "the insured" means the insured named in the schedule and any references to the insured's spouse, the insured's family, the insured's authorized driver or any other driver driving with the insured's permission are deleted.

For the purposes of this section "the insured" includes the insured's spouse and any member of the insured's family permanently living with the insured and any references to the insured's authorized driver or any other driver driving with the insured's permission are deleted.

The insurer will not pay for injury to any person who at the time of the accident is being conveyed in, or is mounting or alighting from, the vehicle.

Payment of any claim for loss of or damage to specified accessories will be made without deduction of any first amount payable.

22.5 Specific exception(s) applicable to this domestic personal accident benefit

The insurer will not be liable to pay benefit in respect of:

1. Injury:
 - a. Arising after the insured person attains the age of 70 unless agreed to in writing by the insurer and stated in the schedule.
 - b. Caused by an insured person being insane or under the influence of drink or drugs (unless pre-scribed by and taken in accordance with the directions of or administered by a member of the medical profession other than themselves), committing suicide or any act of intentional self-injury, intentional self-exposure to unnecessary danger, venereal disease or in the case of a female by child bearing or consequences thereof or other causes peculiar to the female sex.
 - c. Arising whilst the insured person is:
 - i) Travelling by air except as a passenger in any aircraft fully licensed for the carriage of passengers provided that the insured person is not acting as a member of the aircraft crew nor flying for the purpose of any trade or technical operation connected with the aircraft in which they are travelling.
 - ii) Engaging in:
 2. Motorcycling (whether as driver or passenger).
 3. Racing of any kind involving the use of any power driven vehicle, vessel, aircraft or pedal cycle.
 4. Steeple chasing, polo, winter sports (involving snow or ice), mountaineering necessitating the use of ropes.
 5. Professional football, professional rugby football, big game hunting, hang-gliding.
 6. Any sports or pastime involving exceptional risk of accident.
 7. Temporary total disability exceeding the maximum period stated in the schedule.

22.6 What do we mean when we refer to the following under this domestic personal accident benefit?

1. Insured person means any person named in the personal accident section of the schedule.
2. Temporary total disability means total inability to attend to usual occupation or profession for longer than the period stated in the schedule.
3. Medical expenses means all expenses incurred for artificial aids or prostheses, medical, surgical, dental, nursing home or hospital treatment (including costs of emergency transportation or freeing of an insured person if trapped and their removal to a place of safety) resulting from injury.

22.7 Table of benefits under this domestic personal accident benefit

22.7.1 Table of benefits under this domestic personal accident benefit (continued)

			Per cent comp.
j)	Loss of little finger	Three phalanxes	4 %
		Two phalanxes	3 %
		One phalanx	2 %
k)	Loss of metatarsals	First or second (additional)	3 %
		Third, fourth or fifth (additional)	2 %
l)	Loss of little finger	All	30 %
		Great – both phalanxes	5 %
		– one phalanxes	2 %
		Other than great – each toe lost	1 %
m)	Loss of hearing	One ear	20 %
		Both ears	80 %

Permanent total loss of use of a body part will be treated as loss of such part.

Where the injury is not specified, the insurer will adopt a percentage of disability which in its opinion is not inconsistent with the above.

3)	Temporary total disability	100 %
4)	medical expenses	100 %

23 Pleasure Craft

23.1 General limitation of indemnity applicable to this domestic pleasure craft benefit

The limits of indemnity stated below apply independently of any amount stated in the schedule and must be read in conjunction with the relevant clauses in this section.

23.2 Specific limitation of indemnity applicable to this domestic pleasure craft benefit

The limits of indemnity, which apply independently of the general limitation of indemnity applicable to this benefit provided by the Certainsure Policy, in respect of benefits / cover provided in respect of the following items, are specifically limited to:

1. Medical expenses:
 - a. Per occupant R2,000;
 - b. Not exceeding in total R10, 000.

23.3 First amounts payable under this domestic pleasure craft benefit

The insured will be specifically responsible for a basic compulsory first amount payable as stated in the schedule to this Certainsure Policy. Furthermore, the amounts as stated in this table in respect of each and every claim arising out of any one occurrence or series of occurrences with one original cause or source during any one period of insurance is also payable by the insured in respect of the named events:

Additional excess:		
(a) Use of the vessel on the sea		R250
(b) voluntary		Perschedule
optional extensions:		
(a) Submerged objects cover		10 per cent of claim
Rubber ducks		10 per cent of claim, minimum R5,000 except when claim results from theft, armed robbery or hijack which is subject to 20% of the sum insured, minimum R7,500

23.4 Sub-section 1 - loss of or damage to the vessel

23.4.1 Indemnity to the insured

1. The insurer will by payment or at its choice by repair or replacement indemnify the insured in respect of damage caused by a defined event. Repair or replacement will be as close to the original specification as possible but the insurer will not be expected to achieve an exact restoration.
2. The insurer's maximum liability is the sum insured stated in the schedule or the replacement value of the vessel at the time of such loss or damage, whichever is the lower.
3. If the sum insured on the vessel is less than her replacement value at the time of damage the insured will be considered as being their own insurer for the difference and will bear a rate- able proportion of the loss.

23.4.2 Defined events

Damage to the vessel caused by external accidental means, including:

- 1) Perils of the seas, rivers, lakes or other navigable waters;
- 2) Fire;
- 3) Jettison;
- 4) Piracy;
- 5) Collision with dock or harbour equipment or installation, land conveyance, aircraft and other aerial devices or articles dropped from them;
- 6) Earthquake;
- 7) Lightning;
- 8) Accidents in loading discharging or moving stores, gear, equipment or machinery;
- 9) Explosion.
- 10) Theft of:
 - a. The vessel;
 - b. The outboard motor provided it is securely locked to the vessel by an anti-theft device in addition to its normal method of attachment;
 - c. Machinery including outboard motors gear or equipment following upon forcible and violent entry into or exit from the vessel or place of storage or repair;
 - d. The trailer whilst parked without the vessel;
- 11) Loss of or damage to the vessel excluding electrical equipment, batteries and connections, motors and connections (but not strut shaft or propeller), caused by:
 - a. Latent defects in hull or machinery;
 - b. Breakage of shafts or bursting of boilers (excluding the cost and expense of replacing or repairing the broken shaft or boiler);
 - c. The negligence of any person whatsoever but excluding the cost of repairing any defect resulting from either negligence or breach of contract in respect of any repair or alteration work.
- 12) The cost of sighting the bottom after a grounding if reasonably incurred for that purpose even if no damage be found;
- 13) Loss of or damage to personal effects in the event of the vessel being stranded, sunk, burned or in a collision; and
- 14) Damage directly occasioned by or through or in consequence of:
 - i) Civil commotion, labour disturbances, riot, strike or lockout;
 - ii) The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrences referred to in (i) above.

Provided that this event does not cover:

- a. Damage occurring in the Republic of South Africa or Namibia;
- b. Consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- c. Damage caused by total or partial cessation of work, or the retarding, interruption or cessation of any process or operation;
- d. Damage caused by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- e. Damage caused by or related to any occurrence referred to in general exception 11.1(a) (ii), (iii), (iv), (v) or (vi) of this Certainsure Policy, or the act of any lawfully established authority in controlling preventing suppressing or in any other way dealing with any such occurrence.

If the insurer alleges that damage is not covered by reason of proviso (a), (b), (c), (d) or (e) of this event, the burden of proving the contrary will rest on the insured.

23.4.3 Specific exceptions to sub-section 1

The insurer will not be liable for:

1. Theft of the complete vessel whilst left unattended at any time unless the vessel is:
 - a. Within the walled and securely locked confines of the insured's residence, or at a recognized place of repair or service, and theft is accompanied by visible forcible and violent entry or exit, unless the insurer has agreed in writing to the contrary;
 - b. At a recognized marina.
2. Loss or damage resulting from lack of:
 - a. Reasonable precautions on the insured's part; or
 - b. Following correct mooring procedures.
3. Any costs and expenses incurred as a result of:
 - a. Wear and tear, whether from exposure to water or not;
 - b. Depreciation;
 - c. Deterioration from use;
 - d. Electrical or mechanical or electronic breakdown which will include breakdown caused by the intake of foreign matter into the cooling system;
Loss of use of any description.
4. Loss of or damage to sails or protective covers split by the wind or blown away while set unless caused by damage to the spars or by the vessel being stranded, sunk, burnt, on fire or in collision or contact with any external substance (ice included) other than water.
5. Sails, masts, spars, standing or running rigging whilst the vessel is racing unless caused by the vessel being stranded, sunk, burnt, on fire or in collision or contact with any external substance (ice included) other than water.
6. The cost of replacing or repairing any part condemned solely because of a fault in design or construction or any cost or expense incurred by reason of betterment or alteration in design or construction.
7. Damage to:
 - a. Personal effects, consumable stores, fishing gear, scuba and / or diving gear;
 - b. Moorings;
 - c. Any other equipment; not specified in the schedule.
8. Theft of the complete vessel from a boat dealer's premises if left there for sale.
9. The vessel's dinghy not permanently marked with the name of the vessel.
10. Damage caused:
 - a. By the vessel being stranded, sunk, swamped, immersed or breaking adrift while left moored or anchored unattended off an exposed beach or shore or river bank.
 - b. While the vessel is being used otherwise than in accordance with the description of use.
11. Water-skis, ropes and all similar sporting equipment whilst being used or left unattended during use.
12. Glitter or graded colour finish of any kind where damage requires a colour match re-spray and / or repaint.
13. Sheathing or repairs thereto unless damage has been caused by the vessel being stranded, sunk, burnt, on fire or in collision or contact with any substance (ice included) other than water.
14. Damage by fire or explosion to a vessel fitted with inboard machinery, unless the vessel is equipped with adequate hand-held fire extinguishers.
15. Damage to outboard motors caused by dropping off or falling overboard unless the motors are bolted or chained to a permanent fixture in the hull.
16. Damage to rubber ducks and / or Jetski's (wetbikes).
17. Sailboards - the insurer will not pay for damage:
 - a. Caused by wave jumpers, trick boards or similar varieties.
 - b. To or disappearance of sails and / or other parts whilst carried on a roof rack or roof of any vehicle; or on a trailer when left unattended in the open.
 - c. Occurring due to the roof rack coming adrift from the vehicle or the method of fastening breaking or coming undone.
 - d. To mast wishbone or sails during use.
18. Semi-rigid vessels - the insurer will not:
 - a. Pay more than the cost of patching or repair of a tear or ripping of the fabric of pontoons;
 - b. Provide submerged objects cover to any semi-rigid vessel under any circumstances.

23.5.1 Indemnity to the insured

The insurer will indemnify the insured:

- i) For any damages including costs and expenses that the insured become legally liable to pay arising from the use of the vessel in respect of:
 - a. Injury;
 - b. Damage;
 - c. The cost of any actual or attempted raising removal or destruction of the wreck of the craft or any neglect or failure to do so.
- ii) For any legal costs limited to sum insured incurred with its written consent for representation at any coroner's inquest or fatal accident enquiry or for contesting liability or taking proceedings.
- iii) For all accidental damage caused by any person (other than a person operating or employed by the operator of a shipyard, marina, repair yard, slip way, yacht club, sales agency or similar organisation) navigating or in charge of the vessel with the insured's permission provided that:
 - a. indemnity will not apply to claims by any member of the same household as that person.
 - b. Such person is not entitled to indemnity under any other policy.
 - c. Such person will observe fulfill and be subject to the terms conditions and exceptions of this Certainsure Policy in the insured's place.

23.5.2 Specific exceptions to sub-section 2

The insurer will not indemnify the insured in respect of:

1. Injury to:
 - a. Fare-paying passengers carried in or upon entering or getting on to or alighting from the vessel.
 - b. Any member of the insured's family normally resident with the insured.
 - c. Any person in the insured's employ arising from that employment.
 - d. Any person who is engaged in water-skiing aquaplaning or another sport or activity while being towed by the vessel or preparing to be towed or after being towed until safely on board or ashore.
2. Any liability, cost or expense arising in respect of punitive or exemplary damages however caused.

23.5.3 Special extension to sub-section 2

23.5.3.1. Water skiers' extension (if stated in the schedule to be applicable)

Specific exception 24.5.2.1(d) of this subsection is deleted in respect of water skiers only. In addition the insurer will, subject to the limitations of this subsection, pay for legal liabilities incurred by water skiers.

Sub-section 3 – general

23.5.4.1. Description of use

vessel used solely for private domestic and pleasure purposes excluding - hiring or carriage of passengers for hire or fare-paying passengers, racing speed or other con- tests, rallies or trials.

23.5 What do we mean when we refer to the following under this domestic pleasure craft benefit?

- 1) Vessel means the vessel named in the schedule comprising the hull, superstructure, fittings, electrical machinery, engines, inboard motors, dinghies, gear and equipment (not electronic equipment) which would normally be sold with the vessel as one unit. Outboard motors, tenders, launching dollies / trolleys and trailers and any radios, echo-sounders and similar type navigation and / or navigational and / or electronic equipment, any covers and safety equipment are not included unless separately declared and valued in the schedule or by endorsement.
- 2) Complete vessel means the hull, superstructure, fittings, machinery, engines, motors, dinghy, gear and any radar and equipment as would normally be sold as one unit.
- 3) Private / domestic residence means the insured's permanent home including all land within its boundaries.
- 4) Replacement value of the vessel means the:
 - a. New replacement cost where the vessel is less than 4 years in age.
 - b. Reasonable market value where the vessel is older than 4 years.
- 5) In commission means the period when the vessel is available for immediate use.
- 6) Semi-rigid vessel means a vessel using pontoons, made of rubber or other material, which are inflated under pressure with a rigid hull.
- 7) Cruising range
 - a. Inland waters only situated anywhere within the Republic of South Africa (including Durban harbour and Knysna lagoon), Namibia and Zimbabwe.
 - b. As above, including coastal waters subject to a maximum of 80 kilometers from the coastline.

23.6 Optional extensions and clauses to this domestic pleasure craft benefit

The benefits / cover provided by the listed optional extensions will only be available if they are specifically indicated to be included in the cover provided by this Certainsure Policy you acquired.

23.7.1 Special conditions and exclusions applicable to rubber ducks

- 1) The insurer will not be liable for claims in respect of water ingress into the engine compartment of rubber duck unless following upon contact or collision with any fixed or floating object other than water.
- 2) Liability special conditions (applicable to rubber duck not designed to carry passengers):
 - a. In no case shall the insurer indemnify the insured for any damages including costs and expenses that the insured becomes legally liable to pay arising from the use of the vessel in respect of:
 - i) death of or bodily injury to any passenger whilst travelling upon or embarking upon or disembarking from the vessel;
 - ii) damage to property belonging to any passenger whilst travelling up the vessel.

23.7.2 Clauses

23.7.2.1 Replacement of gear and equipment

The insurer may make deductions on account of new material replacing old following loss of or damage to sails, masts, spars, standing and running rigging, protective covers, batteries and outboard motors. No settlement will however exceed the values declared in the schedule.

23.7.2.2 Pollution

Where the vessel is damaged by a defined event and subsequently becomes a pollution hazard or threat the insurer will pay for any loss or damage to the vessel caused by any government authority acting to prevent or minimize such pollution hazard or threat.

23.7.2.3 Medical expenses

If the insured sustain injury as a result of the vessel sinking or being in collision with any external object other than water the insurer will pay the medical expenses in connection with such injury in respect of each person injured.

23.7.2.4 Duties as owner

The insured, the insured's servants, the insured's agents and all users of the vessel will:

- a. Take all reasonable steps to maintain the vessel, outboard motors, trailers and other insured property in a proper state of repair, seaworthiness and roadworthiness.
- b. Exercise all due care and diligence in the crewing of the vessel.
- c. Do everything reasonably possible to minimize or avert loss or damage. The insurer will pay for all charges and expenses reasonably and necessarily incurred by the insured in complying with this clause, provided this does not increase its maximum liability.

23.7.2.5 Surveys

When the age of the vessel exceeds 10 years the insurer will require to see a copy of an up-to-date independent professional survey report. The survey will be undertaken while the vessel is out of the water and at the insured's own expense. The insurer may request subsequent survey reports at its discretion.

23.7.2.6 Launching through surf

When the vessel is being launched through the surf it will be fitted with at least two motors in workable and readily usable condition.

23.7.2.7 Breach of law and regulation

The insured will not use the vessel, nor will the insured allow or cause it to be used, in contravention of any law or regulation promulgated by any authority, including but not limited to department of transport regulations in terms of the merchant shipping act 1951 (as amended), in so far as they relate to pleasure craft.

23.7.2.8 Repairs and tenders

The insurer will have the right to nominate the place of repair or repairing firm and may also take tenders or may require tenders to be taken for the repair of the vessel. Any additional expenses arising from compliance with its requirements will be refunded to the insured.

23.7.2.9 Constructive total loss

In ascertaining whether the vessel is a constructive total loss the replacement value will be taken as the repaired value and the damage or break-up value of the vessel or wreck will not be taken into account.

No claim for constructive total loss based on the costs of recovery and / or repair of the vessel will be recoverable unless such cost would exceed the replacement value.

23.7.2.10 Unrepaired damage

In no case will the insurer be liable for unrepaired damage along with a subsequent total loss.

24. Extended liability

The following events are regarded as events in terms of which you would have benefits / cover under this Certainsure Policy, being the insured's legal liability to pay compensation for injury or damage occurring anywhere in the world, to the extent that

- a. The insured's liability is:
 - i) Not insurable in terms of the insuring clause, insured events or defined events; or
 - ii) Excluded by any underlying insurance.
- b. The amount of the insured's liability exceeds the limit of the underlying insurance, and the underlying insurer has paid or admitted liability or been held liable to pay up to the full amount of that limit; which, for the purposes of this section, will be not less than R1000 000 but R500 000 in respect of motorcycles, motor scooters, caravans, trailers and pleasure-craft (vessels).

24.1 Indemnification under this domestic extended liability benefit

1. The amount payable by the insurer will not exceed the limit of indemnity stated in the schedule.
2. The limit of indemnity will include:
 - a. Costs and expenses:
 - i) Recoverable by any claimant from the insured.
 - ii) Incurred with its written consent.
 - b. The limit of the underlying insurance.
3. The insurer may in respect of any occurrence pay to the insured the maximum limit of indemnity less any costs and expenses incurred or any lesser sum for which the claim or claims can be settled which- ever is the lesser amount.

24.2 General limitation of indemnity applicable to this domestic extended liability benefit

The limits of indemnity stated below apply independently of any amount stated in the schedule and must be read in conjunction with the relevant clauses in this section.

24.3 First amounts payable under this domestic extended liability benefit

The insured will be specifically responsible for a basic compulsory first amount payable as stated in the schedule to this Certainsure Policy.

24.4 Specific condition(s) applicable to this domestic extended liability benefit

1. The insured must at the time of the occurrence have an underlying insurance in force which substantially provides cover for the type of indemnity required, and have complied with all the conditions of that insurance.
2. In respect of any occurrence not covered at least in part by an underlying insurance, the insurer will have full discretion in the conduct of any proceedings and in the settlement of any claim.
3. No admission of liability, offer, promise or payment in relation to a claim under this section may be made or given by the insured or on the insured's behalf without the insurer's written consent. The insured will take all reasonable steps to ensure that the underlying insurers comply with this condition and co-operate with the insurer in the defense and settlement of any claim which is indemnifiable by both an underlying insurance and this Certainsure Policy, and in the exercise of any subrogation rights. The costs incurred in exercising these rights and any amounts recovered will be apportioned to each party in accordance with the sums paid or payable under the respective policies.
4. General condition 12.212.2 and general provision 12.14 12.14 do not apply to this section.

24.5 Specific exception(s) applicable to this domestic extended liability benefit

The insurer will not indemnify the insured in respect of:

1. Any judgment, award, payment or settlement made within countries which operate under the laws of the united states of America or Canada; nor any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part.
2. Liability:
 - a. Arising out of:
 - i) And in the course of the insured's employment, business or profession including but not limited to the sale of any goods or the rendering of any services for a fee, reward or any other consideration
 - ii) The letting or hiring out of any movable or immovable property (other than residential property in the Republic of South Africa) or part thereof for a fee, reward or any other consideration.
 - iii) The insured's reckless disregard of the possible consequences of the insured's acts or omissions.

- iv) Damage to the extent that this liability is covered by any other insurance policy.
- v) The ownership or use of any aircraft other than model aircraft and hang gliders.
- vi) Any dishonest, fraudulent or malicious act, or acts of physical assault or seduction committed by the insured.
- vii) Any fine, penalty, multiple, punitive or exemplary damages.
- viii) Any liquidated damages clauses, penalty clauses or performance warranties except to the extent that it can be proved that liability would have attached in the absence of such clauses or warranties.
- ix) The purchase, sale, barter or exchange of any property moveable or immoveable or the Insured's failure to comply with any related obligations.
 - i) Any condition directly or indirectly caused by or associated with human immune virus (HIV) or its mutants, derivatives or variations or in any way related to acquired human immune deficiency syndrome or any syndrome or condition of a similar kind howsoever it will be named.
 - b. Of one insured to another, and this exclusion applies to any person no longer part of the insured, in respect of any occurrence while that person was still part of the insured.
 - c. Which is the subject of any statutory or similar legislation controlling the use of motor vehicles or trailers and in
 - d. respect of which:
 - i) The insured are compelled to purchase insurance or furnish security; or
 - ii) The state or other governmental body has accepted liability.
- 3. Any claim in respect of motor liability unless such liability is indemnifiable by any of the underlying insurance, other than a claim excluded solely by reason of any territorial restrictions.
- 4. Any claim in respect of watercraft liability:
 - a. Unless such liability is indemnifiable by any of the underlying insurance, other than a claim excluded solely by reason of any territorial restrictions.
 - b. Where the overall length of the vessel exceeds 6,7 meters.
- 5. Damage to any self-propelled land vehicle, trailer, caravan, watercraft or aircraft in the insured's care, custody or control.
- 6. Any debt.
- 7. The failure to pay maintenance or alimony or any amounts following a breach of promise.

24.6 What do we mean when we refer to the following under this domestic extended liability benefit?

1. The specific definitions in the domestic general liability section apply to this section.
 2. Underlying insurance means an existing insurance policy in force with:
 - 1) South African insurer covering one or more of the insured's:
 - i) Personal;
 - ii) Homeowners;
 - iii) Tenants;
 - iv) Motor;
 - v) Watercraft;
- Liabilities and, in addition,
1. Any other insurer world-wide covering motor, watercraft or homeowners' liabilities where it has been necessary for the insured to purchase local indemnity.

25. Tagged excess waiver benefits

The tagged benefits / VAP's are benefits that you need to specifically request and pay an additional premium for. Where the tagged benefits / VAP's are not underwritten by the insurer but another underwriting company no liability will accrue against the insurer towards you in respect of these tagged benefits / VAP's.

Where the underwriting is by any other company than the insurer, the benefits provided by the underwriting company has its own conditions in terms of what cover / benefits they would provide to you, their insured.

Furthermore, the general terms and conditions applicable to this Certainsure Policy as a whole, would not apply to the tagged benefit / VAP's underwritten by the other underwriting company, because the tagged benefits have their own general terms and conditions attached and form part of those benefits (unless otherwise stated in that policy).

Where the tagged benefit is underwritten by us, your insurer, the general terms and conditions of this Certainsure Policy will equally apply to the tagged benefits.

We urge you to read the full policy wording applicable to the tagged benefit / VAP's, the annexures applicable to such benefits and the insurance schedule to fully avail yourself of the terms and conditions of the cover you acquired and thus prevent any future disappointments due to liability being indemnified.

Certainsure currently has the following tagged benefits:

➤ **Shield Cover Range of products. (if selected on the policy schedule of cover)**

These products are underwritten by (insert) Insurance Company Ltd and are designed to assist and / or ensure that the client does not experience a shortfall when the underlying policy cover is exhausted (exceeded) by the clients amount of loss that the client has incurred.

The product does not guarantee that that the client will always be covered as certain limits also apply and that the underlying insurance policy must also have responded, but that the product provides excellent cover and value for money in reducing any shortfall that the client may experience has been proven a number of times

The Shield Product range consists currently of the following:

- 1) Personal Shield
- 2) Shield Vehicle Excess Buster
- 3) Shield Credit Shortfall Buster
- 4) Shield (3 – in – 1) Buster (combines the above 3 products.
- 5) Shield Professional and Broker Shield Cover
- 6) Landlord Shield

➤ **Motor Vehicle hire Cover (if selected on the policy schedule of cover)**

This is an outsourced product and is covered and administrated by Empire Fleet Solutions. This product will provide you with car hire following an accident and or theft or hijack of your vehicle. Depending on the level of vehicle hire cover that you have chosen you may be supplied with a range of vehicles from 1400cc up to 3000cc, manual vehicles are primarily provided but you need to indicate that you require a automatic vehicle if this is your drivable vehicle of choice.

➤ **Certainsure Assist (if selected on the policy schedule of cover)**

This is a outsourced products and is covered and administrated by Customer Loyalty Consultants. This product will provide you with a assistance following a range of events mostly for emergency assistance as an example:

- Where you have been involved in an accident and require towing of your vehicle
- Where your vehicle is unable to start and requires the vehicle is be "jump started"
- Where you have a medical emergency and require assistance
- Breakdown and repair of Household Appliance under certain circumstances
- Geysers repair / replacement (may fall inside your existing policy cover as well)
- And a whole host of other covers which have been carefully chosen and which usually occur at the most un-opportune times.

25.1 General limitation of indemnity applicable to this tagged excess waiver benefit

The limits of indemnity stated below apply independently of any amount stated in the schedule and must be read in conjunction with the relevant clauses in this section.

The amount deducted by the insurer in terms of the domestic motor benefit in respect of the basic excess and / or theft / hijacking excess up to a maximum of 5 per cent of claim with a maximum, minimum amount of R3,500, In respect of accident / vehicles write off and an additional 5 per cent in respect of theft / hijacking of the vehicle value, will be the amount the insurer will reimburse to the insured, up to the maximum amount of R30,000.

Only when a claim is made in terms of this p4 policy and this p4 policy pays a portion towards the claim, will benefits under this tagged benefit be available to the insured. The maximum limit of liability under this tagged benefit is R30, 000. No voluntary, additional, penalty, third party, windscreen / motor glass or radio excesses are covered by this benefit.

5.2 Memoranda under this tagged excess waiver benefit

- No cover exists under this benefit in circumstances where the claim in terms of the underlying benefit is repudiated by the insurer. In other words, the excess waiver benefit is only operative in circumstances where the underlying benefit provided by the insurer has resulted in a valid claim with an applicable excess payable.
- In the event that the stolen or hijacked vehicle is recovered with no damages and the insurer has already reimbursed the policyholder his / her excess, and the insurer refunds the excess, such refunds will be paid back to the insurer. The insured will waive his / her rights to the insurer for such monies recovered under this policy. The same will apply to any recoveries made from third parties in respect of the accident and / or theft / hijacking excess.
- Shortfall: when the **insured** has a comprehensive claim, the **insured** will request the difference from the **insurer** under this **benefit**.

25.3 What do we mean when we refer to the following under this tagged excess waiver benefit?

25.3.1 Underlying benefit

The underlying benefit, in this instance the domestic motor benefit, where the insured is responsible for a first amount payable (excess) which is bought down if this tagged excess waiver benefit is purchased and paid for.

25.4 Optional extensions

The benefits / cover provided by the listed optional extensions will only be available if they are specifically indicated to be included in the cover provided by this p4 policy you acquired.

25.41 Windscreen excess

This extension covers windscreen / motor glass excesses up to a maximum limit of R2, 500 any one claim. This windscreen / motor glass cover is limited to two claims per annum.

25.4.2 10% excess extension

In the event that this extension is acquired, clause 25.1 is replaced by the following:

"the amount deducted by the insurer in terms of the domestic motor benefit in respect of the basic excess and / or theft / hijacking excess up to a maximum of 10 per cent of claim with a maximum, minimum amount of R5,000, in respect of accident / write off's and theft / hi-jacking of the vehicle value, will be the amount the Insurer will reimburse to the Insured, up to the maximum amount of R30, 000."

26. Tyre protector

The following events is regarded as events in terms of which you would have cover / benefits under this p4 policy, being indemnification of the insured against the cost of repair or replacement of a tyre including valves and balancing in the event of loss caused by an insured event as stated below.

26.1 basis of indemnification under this tagged tyre protector benefit

In the event of damage to a tyre caused by hard braking, cuts, bursts or road inequalities the insurer will, subject to condition 26.1.1 and 26.1.2 indemnify the insured for the cost of repair or replacement of a tyre including valves and balancing, provided that the indemnity is based on the percentage of unused tread left on the tyre (clause 26.3).

26.1.1 Accidental Damage

The insurer will indemnify the insured as per the original amount on the insured's invoice which relates to the purchase of tyres covered, less any wear and tear on the tyre at the time of the event of an occurrence that may result in a claim.

26.1.2 Irreparable Damage

An insurance credit will be paid out should a tyre become irreparably damaged on a maintained South African road as a result of a cut, bruise, impact break or puncture, excluding cosmetic, chemical or atmospheric damages. The insurer will credit the insured with the sum insured towards the net price of an equivalent new tyre, which must be purchased from and fitted at any approved tyre centre or mobile unit franchisee.

26.2 General limitation of indemnity applicable to this tagged tyre protector benefit

- The limits of indemnity stated below apply independently of any amount stated in the schedule and must be read in conjunction with the relevant clauses in this section.
- Each and every claim will be limited to a maximum indemnity of R3,000.00 per tyre, less any wear and tear / run off tread. maximum liability per claim / incident of R6,000.00.
- This policy is limited to two tyre claims per year or one claim if two tyres are replaced in one incident.

26.3 Specific limitation of indemnity applicable to this tagged tyre protector benefit

The limits of indemnity, which apply independently of the general limitation of indemnity applicable to this benefit provided by the policy, in respect of benefits / cover provided in respect of the following items, are specifically limited to:

Tread limit	Percentage
2 mm	25 per cent
3 mm	35 per cent
4 mm	50 per cent
5 mm	65 per cent
6 mm	75 per cent
7 mm	85 per cent
8 mm	100 per cent

26. 4 what do we mean when we refer to the following under this tagged tyre protector benefit?

26.4.1 Tyre

Tyres shall mean any tyre(s) purchased and fitted to an insured vehicle by a reputable tyre franchisee.

26.4.2 Reputable tyre franchisee

Reputable tyre franchisee shall mean any approved tyre centre or mobile unit in the country. All claims and replacements of tyres will only be paid for by this policy, should the client replace his / her damaged tyre(s) by calling the call centre to receive details of the approved tyre centres or mobile units.

26.5 Specific condition(s) applicable to this tagged tyre protector benefit

All claims must be reported to the call centre before any replacement of damaged tyre(s) are done. No claim(s) will be paid if client replaces tyre(s) without authorization from the insurer.

26.6 Specific exception(s) applicable to this tagged tyre protector benefit

- 1) The **insurer** shall not be liable to pay for any loss or damage:
- 2) To tyres on all fee paying transporting vehicles.
- 3) Damage caused from and / or to safety devices built into or fitted in the tyre(s).
- 4) Resultant damage caused to the tyre(s) by safety devices, or built in safety mechanisms.
- 5) To tyres that have a tread depth at any point of less than 1mm.
- 6) To tyres fitted to a vehicle used for racing, pace making, speed testing, reliability trails, hire or reward, off road activities, dispatch or courier services or driving tuition.
- 7) That is caused by or through an accident to the motor vehicle on which the tyres were fitted.
- 8) Resulting from misaligned wheel balance.
- 9) To retreads, i.e. tyres that have been refitted with rubber retreads.
- 10) Covered under a supplier or manufacturer's warranty or guarantee period.
- 11) From or any liability arising from faulty manufacturing or fitment.
- 12) To the vehicle resulting from an event covered by this policy.
- 13) To rims, mags or any safety devices fitted on or in the tyre.
- 14) Or liability to third parties or third party property damage.
- 15) Caused by nuclear substances or activity.
- 16) Insured or insurable by a SASRIA policy.
- 17) Any consequential loss.

27. Scratch Protector

The following events is regarded as events in terms of which you would have cover / benefits under this p4 policy, being indemnification of the insured against the cost of resulting from damage to the insured vehicle described below in clause 27.4.1.

27.1 General limitation of indemnity applicable to this tagged scratch protector benefit

- The limits of indemnity stated below apply independently of any amount stated in the schedule and must be read in conjunction with the relevant clauses in this section.
- The insurer will indemnify the insured by payment for the repairs carried out by an approved repairer up to the maximum limit of R1, 750.00 for any one claim.

27.2 First amounts payable under this tagged scratch protector benefit

The insured shall pay the first R350.00 of every claim against this policy.

27.3 Waiting period this benefit has a 30 (thirty) day waiting period with effect from the date of inception.

27.4 What do we mean when we refer to the following under this scratch protector benefit?

27.4.1 Damage

For purposes of this benefit damage is defined as:

Scratch:	a mark not exceeding 25cm in length.
Dent:	an area not exceeding 10cm in diameter.
Chip:	an area not exceeding 5mm in diameter.

27.5 Specific condition(s) applicable to this tagged scratch protector benefit

- Any repair work commenced or carried out without prior authorization from the insurer's claims department will render the claim invalid.
- The insured shall allow the insurer access to inspect the vehicle covered that is the subject of a claim. No claim shall be payable after the expiry of 12 (twelve) months from the happening of the event unless the claim is the subject of pending legal action.

27.6 Specific exception(s) applicable to this tagged scratch protector benefit

The insurer shall not be liable to pay for any loss or damage:

1) Any damage that cannot be defined as a dent, scratch or chip as defined in this policy;	2) Damage involving lights, lamps of any sort or any window panel;
3) The replacement of anybody panel or part, or where a panel has been ripped, torn or cracked;	4) Damage to the load box of any 4x4 vehicle;
5) Damage caused by hail;	6) any third party liability;
7) Paint that is flaking or cracked;	8) any consequential loss;
9) Damage to beading or mouldings that cannot be repaired;	10) Damage to bins on light commercial vehicles;
11) Rust.	

28 **Geyser excess waiver**

The following events is regarded as events in terms of which you would have cover / benefits under this p4 policy, being a reduction or waiver of the insured's geyser excess in the event of a comprehensive claim following an occurrence of such an event, which is a valid claim in terms of the underlying benefit. Should the insurer repudiate the insured's claim, which is a valid claim in terms of the underlying benefit, for any reason whatsoever, no benefit will accrue to the insured in terms of this benefit.

28.1 General limitation of indemnity applicable to this tagged geyser excess waiver benefit

- The limits of indemnity stated below apply independently of any amount stated in the schedule and must be read in conjunction with the relevant clauses in this section.
- The amount deducted by the underlying insurance company in respect of the client's geyser excess, will be the amount the insurer will reimburse to the insured.
- The maximum liability that the insurer will pay to the insured is R2, 500.

28.2 Memoranda under this tagged geyser excess waiver benefit

- No cover exists under this benefit in circumstances where the underlying benefit is repudiated by the insurer. In other words, the excess waiver benefit is only operative in circumstances where the underlying benefit provided by the insurer has resulted in a valid claim with an applicable excess payable.
- Shortfall: when the insured has a comprehensive claim, the insured will request the difference from the insurer under this benefit.