



## GENERAL

### 1. DEFINITIONS

- 1.1 You/yours/yourself means the policyholder named in the schedule, other insured(s) and/or other parties to whom cover in terms of these sections has been provided.
- 1.2 We/us/our means the insurers.
- 1.3 Headnotes are for reference and do not affect the interpretation of the policy.

### 2. INTERPRETATION

The policy and schedule must be read as one document. Any word or expression given a specific meaning will have such meaning wherever it appears.

### 3. OBSERVANCE OF POLICY TERMS

Our liability is conditional on the observance of the policy terms by any person claiming indemnity or benefit.

### 4. PREVENTION OF LOSS

You must take all reasonable precautions to prevent a loss or damage, bodily injury and accidents, and should effect emergency repairs to your property to prevent further damage.

### 5. CLAIMS PROCEDURE, REQUIREMENTS AND CONDITIONS

- 5.1 If an event giving rise to or likely to give rise to a claim comes to your knowledge, you must notify us within 30 days and as soon as reasonably possible give us :
  - 5.1.1 particulars of other insurance covering the same event
  - 5.1.2 written details of the event
  - 5.1.3 such proof, information and sworn declarations we may require from time to time
  - 5.1.4 any document or details of any communication received in connection with a claim.
- 5.2 No admission, statement, offer, promise, payment or indemnity may be made or accepted by you without our written consent.
- 5.3 The theft or loss or malicious damage to any insured article must be notified to the police as soon as is reasonably possible.
- 5.4 We may take over and conduct the defence or settlement of any claim and have the right to use your name for this purpose.
- 5.5 You must give all information, documentation and assistance required by us to obtain indemnity from other parties.
- 5.6 You must notify us immediately you become aware of any impending prosecution or inquest in respect of any event which may give rise to a claim.



- 5.7 If we deny liability for any claim made under this policy we will be relieved of liability unless summons is served on us within 90 days of repudiation.
- 5.8 If we deny liability for any claim made under this policy we will be relieved of liability unless summons is served on us within 90 days of repudiation.
- 5.9 We will not be liable under more than one section of this policy in respect of loss or damage arising from the same event in respect of the same liability, loss or damage.
- 5.10 In respect of any section of this policy under which indemnity is provided for liability to third parties, we may, upon the happening of any event pay you the limit of indemnity provided in respect of such an event or any lesser sum for which the claim or claims arising from such event can be settled and we shall thereafter not be under further liability in respect of such event.
- 5.11 If, after payment of a claim in respect of loss or stolen property, the property (the subject matter of the claim) or any part thereof is located, you will render all assistance in the identification and physical recovery of such property if called on to do so by us, provided that your reasonable expenses in rendering such assistance will be reimbursed by us. Should you fail to render such assistance in terms of this condition when called upon to do so, you will immediately become liable to repay us all amounts paid in respect of the claim.
- 5.12 In the event of a claim for which we become liable to provide indemnity for the maximum amount payable under any item(s) or section of the policy, we are not obliged in law or otherwise to provide a refund of the premium for the unexpired period of insurance.

### 6. MORE THAN ONE POLICY

If the loss, damage or liability is covered by any other insurance we will not pay more than our rateable proportion.

### 7. REINSTATEMENT OF SUM INSURED

The sum insured will not be reduced by the amount of any claim. We may request you to pay a premium on the amount of the claim from the date of the loss or damage to the expiry of the period of insurance.

This condition applies to :

- 7.1 Household Goods (Section 1)
- 7.2 Building (Section 3)
- 7.3 All Risks (Section 4)

### 8. CANCELLATION/PREMIUM PAYMENT

#### 8.1 CANCELLATION

8.1.1 This policy or section may be cancelled

8.1.1.1 by you at any time given in writing and we will be entitled to retain the customary short term premium or minimum premium.



8.1.1.2 by us by 30 days notice given in writing to you at your last known or nominated address and we will retain pro-rata premium. Notice shall be deemed to have been received by you after 10 days of the dispatch of the notice unless proven by you to the contrary.

## 8.2 PREMIUM PAYMENT

### 8.2.1 ANNUAL POLICY

8.2.1.1 premium is payable on or before inception date or renewal date as the case may be. We shall not be obliged to accept premium tendered to us after 15 days from the inception date or renewal date as the case may be.

### 8.2.2 MONTHLY PREMIUM

8.2.2.1 if the premium is not paid on the last date it was due to be paid

8.2.2.1.1 as a result of payment having been stopped by you this policy will be cancelled at 16:00 on the date the premium was due to be paid.

8.2.2.1.2 for any reason other than as described in 8.2.2.1.1 we will debit in the following month and should the outstanding premium not be paid when debited, the policy will be cancelled from the date the first unpaid premium was due to be paid,

## 9. AUTOMATIC INCREASE MARGIN

The sums insured under Household Goods (Section 1), Building (Section 3) and All Risks general property (Section 5.2.1 General) will be increased automatically on the anniversary/renewal date of this policy by a percentage commensurate with price indices. This does not relieve you of your responsibility to ensure that the sums insured represent the full replacement value of the property at all times.

## 10. CHANGE IN CIRCUMSTANCES

We may decline to indemnify or compensate you for loss, damage, accident or liability under any item or section if the risk is materially increased without our consent or in the event of any material misdescription, omission, misrepresentation or non-disclosure.

## 11. RIOT AND STRIKE EXTENSION (excluding cover that may be provided by the South African Special Risks Insurance Association)

Notwithstanding anything to the contrary contained in Exclusion 13.1.3

11.1 The policy is extended to cover loss or damage to property directly occasioned by or through or in the consequence of :

11.1.1 civil commotion, labour disturbances, riot, strike or lockout

11.1.2 the act of any lawfully established authority in controlling, preventing, suppressing in any other way dealing with any occurrence referred to in 11.1.1 above.



## 11.2 The extension does not cover loss or damage to property

11.2.1 occurring either within the territorial limits of the Republic of South Africa or Namibia or beyond the territorial limits specified in the policy.

11.2.2 resulting from total or partial cessation of work, or the retarding or cessation of any process or operation

11.2.3 occasioned by permanent or temporary dispossession resulting from confiscation

11.2.4 related to or caused by any occurrence referred to in exclusion 13.1.1.2, 13.1.3.3, 13.1.3.4, 13.1.3.5, 13.1.3.6 or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence

If we allege that by reason of 11.2.1, 11.2.2, 11.2.3, 11.2.4 loss or damage is not covered by this extension, the burden of proving the contrary will rest on you.

11.3 Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exclusion, this policy does not cover loss of or damage to property or expense, of whatever 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 way sequence to the loss, damage or expense.

For the purpose of this exclusion 11.3 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 we allege that be reason of exclusion 11.3 loss of or damage to property is not covered by this policy, the burden of proving the contrary shall rest with you.

## 12. JURISDICTION

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

## 13. EXCLUSIONS

13.1 We will not be liable for

13.1.1 any claim which is in any respect fraudulent

13.1.2 loss, damage or bodily injury deliberately caused by you or any person acting in collusion with you

13.1.3 loss damage to property related to or caused by

13.1.3.1 civil commotion, labour disturbance, riot, strike lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing



- 13.1.3.2 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war
- 13.1.3.3 (a) 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
- (b) insurrection, rebellion or revolution
- 13.1.3.4 any act (whether on behalf any organization, 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
- 13.1.3.5 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
- 13.1.3.6 any attempt to perform any act referred to in exclusion 13.1.3.4 or 13.1.3.5 above
- 13.1.3.7 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in exclusions 13.1.3.1, 13.1.3.2, 13.1.3.3, 13.1.3.4, 13.1.3.5 and 13.1.3.6 above.

If we allege that by reason of exclusions 13.1.3.1, 13.1.3.2, 13.1.3.3, 13.1.3.4, 13.1.3.5 and 13.1.3.6 and 13.1.3.7 of this exclusion, loss of or damage to property is not covered by this policy, the burden of proving the contrary shall rest with you.

- 13.1.4 loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this policy applies.
- 13.2 Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exclusion, this policy does not cover loss or damage to property or expense, of whatever 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 exclusion 13.2 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 we allege that by any reason of exclusion 13.2 loss of or damage to property is not covered by this policy, the burden of providing the contrary shall rest with you.

- 13.3 Except as regards the Personal Accident Section, this policy does not cover any legal liability, loss or damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from :

13.3.1 ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;

13.3.2 nuclear material, nuclear fission or fusion, nuclear radiation;

13.3.3 nuclear explosives or any nuclear weapon;

13.3.4 nuclear waste in whatever from;

regardless of any other cause or event contributing concurrently or in any other sequence to the loss

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

### 13.4 COMPUTER LOSS EXCLUSION

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

- (a) loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom
- (b) any legal liability of whatsoever nature
- (c) any consequential loss

directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or not at all

- (i) 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
- (ii) to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such date, or
- iii) to capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes, or



- (iii) 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 programme 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 your property or not.

#### Special Extension on the above General Exclusion 13.4

1. Loss or destruction of or damage to the insured property by fire, explosion, lightning, earthquake or by the insured events referred to in 2. Below or indemnified by Personal Accident, Motor, Motor cycle, Trailer/Caravan or Pleasure Craft section is not excluded by this General Exclusion
2. The insured events that are not excluded for the purpose of this Special Exclusion are damage caused by
  - 2.1 Storm, flood, wind, rain, hail or snow excluding loss or damage to property in the open unless the property is designed to exist or operate in the open
  - 2.2 Sudden damage to any building caused by impact

These insured Events do not cover wear and tear or gradual deterioration.

3. The 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 Loss General Exclusion and this Special Extension.
  4. This Special Extension shall not apply to any Personal Liability indemnity.
- 13.5 We will not be liable for consequential loss or damage except as specifically provided.