



ZURICH®

# Perfect Delivery Insurance

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**ZURICH**<sup>®</sup>

# Perfect Delivery Insurance

## General exceptions conditions and provisions

Subject to the terms, exceptions and conditions (precedent or otherwise) and in consideration of, and conditional upon, the prior payment of the premium by or on behalf of the insured and receipt thereof by or on behalf of the company, the company specified in the schedule agrees to indemnify or compensate the insured by payment or, at the option of the company, by replacement, reinstatement or repair in respect of the defined events occurring during the period of insurance and as otherwise provided under the within sections up to the sums insured, limits of indemnity, compensation and other amounts specified.

Where more than one insurance company or insurer participates in this insurance, the expression "company" shall be amended to "insurers" wherever it appears in this policy. In this event the percentage share of each insurer will be as expressed in the schedule of this policy and the liability of each such insurer individually shall be limited to the percentage share set against its name.

Specific exceptions, conditions and provisions shall override general exceptions, conditions and provisions.

### General exceptions

#### 1. War, riot and terrorism

- (a) This policy does not cover loss of or damage to property related to or caused by
  - (i) 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.
  - (ii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
  - (iii) (1) 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
  - (2) insurrection, rebellion or revolution.
  - (iv) 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.
  - (v) 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.
  - (vi) any attempt to perform any act referred to in clause (iv) or (v) above.
  - (vii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause 1(a) (i), (ii), (iii), (iv), (v) or (vi) above.

If the company alleges that, by reason of clause 1(a) (i), (ii), (iii), (iv), (v), (vi) or (vii) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the insured.

- (b) This policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this policy applies.
- (c) Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this 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 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 organisation or government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention

to influence any government or for the purpose of inspiring fear in the public or any section thereof. If the company alleges that, by reason of clause 1(c) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the insured.

## 2. Nuclear

This 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) ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
- (b) nuclear material, nuclear fission or fusion, nuclear radiation;
- (c) nuclear explosives or any nuclear weapon;
- (d) nuclear waste in whatever form;

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 shall include any self-sustaining process of nuclear fission.

## 3. Computer losses

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

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

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

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

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.

### Special extension to General exception 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 by the Glass, Employer's Liability, Stated Benefits, Group Personal Accident or 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

- (i) storm, wind, water, hail or snow excluding damage to property
  - (1) arising from its 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).
  - (5) in any structure not completely roofed.
  - (6) being retaining walls.
- Unless so described and specifically insured as a separate item

- (ii) aircraft and other aerial devices or articles dropped therefrom.
  - (iii) 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.

- (b) General exception 3 also does not apply to consequential loss as insured by any Business Interruption indemnity provided by this policy to the extent that such consequential loss result from damage to insured property by the perils referred to in Special extension (a) above.
- (c) 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.
- (d) This Special extension shall not apply to any Public Liability indemnity.

#### 4. Asbestos

##### **Applicable to the Public Liability section, Employer’s Liability section and Sub-section D (Liability) of the Buildings Combined/Body Corporate section.**

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

#### General conditions

Subject to the provisions of Section 55 of the Short Term Insurance Act No. 53 of 1998 (as amended).

##### 1. Misrepresentation, misdescription and non-disclosure

Misrepresentation, misdescription or non-disclosure in any material particular shall render voidable the particular item, section or sub-section of the policy, as the case may be, affected by such misrepresentation, misdescription or non-disclosure.

##### 2. Other insurance

If, at the time of any event giving rise to a claim under this policy, an insurance exists with any other insurers covering the insured against the defined events, the company shall be liable to make good only a rateable proportion 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 policy, if not already subject to any condition of average, shall be subject to average in like manner.

##### 3A. Cancellation

This policy or any section may be cancelled at any time by the company giving 30 days’ notice in writing (or such other period as may be mutually agreed) or by the insured giving immediate notice. On cancellation by the insured, the company shall be entitled to retain the customary short period or minimum premium for the period the policy or section has been in force. On cancellation by the company, the insured shall be entitled to 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 4.

##### 3B. Continuation of cover (where premium is payable by bank debit order or by transmission account)

The premium is due in advance and, if it is not received by the company by due date, this insurance shall be deemed to have been cancelled at midnight on the last day of the preceding period of insurance unless the insured can show that failure to make payment was an error on the part of his bank or other paying agent. Due date will be the first day of every calendar month where premium is payable monthly, and the first day of

- (a) each third or
- (b) each sixth or
- (c) each twelfth calendar month following inception where premium is payable quarterly, half-yearly or annually.

#### 4. Adjustment of premium

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

#### 5. Prevention of loss

The insured shall take all reasonable steps and precautions to prevent accidents or losses.

#### 6. Claims

- (a) On the happening of any event which may result in a claim under this policy the insured shall, at their own expense
  - (i) give notice thereof to the company as soon as reasonably possible and provide particulars of any other insurance covering such events as are hereby insured.
  - (ii) as soon as practicable after the event inform the police of any claim involving theft or (if required by the company) loss of property and take all practicable steps to discover the guilty party and to recover the stolen or lost property.
  - (iii) as soon as practicable after the event submit to the company full details in writing of any claim.
  - (iv) give the company such proof, information and sworn declarations as the company may require and forward to the company 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.
- (b) No claim (other than a claim under the business interruption, fidelity, stated benefits or group personal accident section or the personal accident (assault) extension under the money section, if applicable) shall be payable after the expiry of 24 months or such further time as the company 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 the insured's legal liability to a third party.
- (c) No claim shall be payable unless the insured claims payment by serving legal process on the company within 6 months of the rejection of the claim in writing and pursues such proceedings to finality.
- (d) 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, the insured shall render all assistance in the identification and physical recovery of such property if called on to do so by the company, provided that the insured's reasonable expenses in rendering such assistance shall be reimbursed by the company. Should the insured fail to render assistance in terms of this condition when called upon to do so, the insured shall immediately become liable to repay to the company all amounts paid in respect of the claim.

#### 7. Company'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 policy, the company and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the company to rely upon any conditions of this policy
  - (i) take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and licence of the insured to the company to do so. The insured shall not be entitled to abandon any property to the company whether taken possession of by the company or not.
  - (ii) take over and conduct in the name of the insured the defence 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 shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the insured without the written consent of the company.
- (b) The insured shall, at the expense of the company, do and permit to be done all such things as may be necessary or reasonably required by the company for the purpose of enforcing any rights to which the company shall be, or would become, subrogated upon indemnification of the insured whether such things shall be required before or after such indemnification.
- (c) In respect of any section of this policy under which an indemnity is provided for liability to third parties, the company 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 company shall thereafter not be under further liability in respect of such event.

## 8. Fraud

If any claim under this 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 policy or if any event is occasioned by the wilful act or with the connivance of the insured, the benefit afforded under this policy in respect of any such claim shall be forfeited.

## 9. Reinstatement of cover after loss (not applicable to stock on a declaration basis nor to any section where it is stated to be not applicable)

In consideration of sums insured not being reduced where appropriate by the amount of any loss, the insured shall 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.

## 10. Breach of conditions

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

## 11. No rights to other persons

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

## 12. Collective insurances

If this insurance is a collective insurance then the following amendment is made to general condition 6(a) (iv) above:

“give the leading insurer on behalf of the insurers such proofs, information and sworn declaration as the insurers may require and forward to the leading 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.”

and General condition 7 is substituted by the following:

“7. Company’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 policy the leading insurer and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the insurers to rely upon any conditions of this policy
  - (i) take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and licence of the insured to the lead insurer on behalf of all insurers to do so. The insured shall not be entitled to abandon any property to the insurers whether taken possession of by the leading insurer or not.
  - (ii) take over and conduct in the name of the insured the defence 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 shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the insured without the written consent of the leading insurer.
- (b) The insured shall, at the expense of the insurers, do and permit to be done all such things as may be necessary or reasonably required by the insurers for the purpose of enforcing any rights to which the insurers shall be or would become subrogated upon indemnification of the insured whether such things shall be required before or after such indemnification.
- (c) In respect of any section of this policy under which an indemnity is provided for liability to third parties, the insurers may, in the case 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 insurers shall thereafter not be under further liability in respect of such event.”

## General provisions

Subject to the provisions of Section 55 of the Short Term Insurance Act No. 53 of 1998 (as amended).

### 1. Claims preparation costs

The insurance provided by each section of this policy is extended to include costs reasonably incurred by the insured in producing and certifying any particulars or details required by the company in terms of general condition 6 or to substantiate the amount of any claim, provided that the liability of the company for such costs in respect of any one claim shall not exceed in respect of a particular section, R1 000 or 10% 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.

## **2. Payments on account**

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

## **3. First amount payable**

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

## **4. Members**

Wherever the word "director" is used it is deemed to include "member" if the insured is a close corporation.

## **5. Liability under more than one section**

The company shall not be liable under more than one section of this policy in respect of liability, loss or damage arising from the same happening in respect of the same liability, loss or damage.

## **6. Meaning of words**

The schedules and any endorsements thereto and the policy wording shall be read together and any word or expression to which a specific meaning has been given in any part thereof shall bear such meaning wherever it may appear.

## **7. Premium payment**

Premium is payable on or before the inception date or renewal date as the case may be.

The company shall not be obliged to accept premium tendered to it after inception date or renewal date as the case may be but may do so upon such terms as it at its sole discretion may determine.

## **8. Holding covered**

If the company is holding cover on a risk they will not reject a claim on the basis that the premium has not been agreed.

## **9. Schedule sums insured blank**

If, in a schedule of this 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 policy.

## **10. Security firms**

If an employee of a security firm employed by the insured under a contract causes loss or damage, the company 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 company shall not raise as a defence to any valid claim submitted under any section or sub-section of this policy that the company'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.



ZURICH®

# Perfect Delivery Insurance

## Domestic contents section

### Defined events

Loss of or damage (damage) to the Contents of the 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.
3. of any furniture storage depot or bank safe deposit.
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, Zimbabwe and Malawi by
  - (a) fire.
  - (b) lightning.
  - (c) explosion.
  - (d) storm, wind, water, hail or snow excluding damage
    - (i) to property in the open or
    - (ii) arising out of any process necessarily involving the use or application of water.
  - (e) earthquake.
  - (f) bursting, leaking or overflowing of water or heating installations or pipes excluding damage to such installations or pipes themselves.
  - (g) theft or attempted theft provided that
    - (i) if the building is
      - (1) unoccupied, or
      - (2) lent, let or sublet by the insured or shared with the insured or
      - (3) an outbuilding and the loss or damage exceeds R5,000 or
    - (ii) if the property insured is at
      - (1) any furniture storage depot or bank safe deposit, or
      - (2) any other premises for repair, renovation, restoration, cleaning or dyeing,there is forcible and violent entry or exit but if the building is left unoccupied for more than 60 days in any one calendar year theft or attempted theft will not apply unless the company has given its prior consent in writing to extend cover.
  - (h) sudden and violent damage to the building caused by impact.
  - (i) 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
    - (i) damage occurring in the Republic of South Africa or Namibia.
    - (ii) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
    - (iii) damage caused by total or partial cessation of work, or the retarding, interruption or cessation of any process or operation.
    - (iv) damage caused by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
    - (v) damage caused by or related to any occurrence referred to in General exception 1(a), (ii), (iii), (iv), (v) or (vi) of this 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 company 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.

### Limits of indemnity

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.

<b>Extensions and clauses</b>		<b>Limits</b>
2.	Loss of money	R3,000
5.	Refrigerator or deep freeze contents	R5,000
6.	Loss of documents	R5,000
7.	Veterinary fees	R2,000
8.	Goods in the open	R5,000
10.	Locks and keys	R5,000
11.	Property of domestic employees	R5,000
12.	Personal effects of guests	R5,000
14.	Medical expenses	R5,000
15.	Fatal injury	
	- death by accident	R10,000
	- death by thieves or fire	R15,000
18.	Repairs and measures after a loss:	
	- temporary repairs and other measures	R5,000
	- emergency accommodation	R5,000
20.	Telephones	R2,000

#### **Optional extensions (if stated in the schedule to be included)**

1.	Accidental damage	- any one event	Per schedule
2.	Water leakage	- any one event	R5,000
4.	TV equipment maintenance	- any one event	R5,000

#### **Specific condition**

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

#### **Specific exceptions**

The company shall 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 percent of the total sum insured.

#### **Extensions and clauses**

##### **1. Debris removal**

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

##### **2. Loss of money**

The company 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.

##### **3. Mirrors and glass**

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

##### **4. Television sets and ancillary equipment**

The company 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.

##### **5. Refrigerator or deep freeze contents**

The company 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.

##### **6. Loss of documents**

The company will indemnify the insured for loss of or damage to the insureds' personal documents caused by a defined event. The company 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.

## **7. Veterinary fees**

The company 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.

## **8. Goods in the open**

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

## **9. Household goods in transit**

The company will indemnify the insured for damage to property insured caused by

- (a) fire, lightning, explosion, collision or overturning of the vehicle;
- (b) 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 insureds' residence, for holiday purposes, or following a permanent change of residence.

## **10. Locks and keys**

The company 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.

## **11. Property of domestic employees**

The company will indemnify the insureds' domestic employees if their household goods and personal effects (excluding money and negotiable instruments) at the insureds' residence are lost or damaged by a defined event.

## **12. Personal effects of guests**

The company 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.

## **13. Rent and alternative accommodation**

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

- (a) rent for which the insured are liable;
- (b) 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 percent of the contents sum insured.

## **14. Medical expenses**

The company will pay the costs of medical expenses incurred as a result of accidental bodily injury sustained by any

- (a) person other than the insured caused by a domestic animal owned by the insured.
- (b) guest or visitor arising from any defect in the dwelling.
- (c) domestic employee in the course of their employment by the insured.

## **15. Fatal injury**

The company 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 shall solely and independently of any other cause result in death within twelve months of such injury.

## **16. Burglar alarm warranty (if stated in the schedule to be applicable)**

- (a) The alarm system must be fitted and maintained under contract by a contractor approved by the company.
- (b) There must be a radio link from the system to a fully manned control room with 24-hour immediate armed response.
- (c) The company will not pay for any burglary whilst the residence is unattended unless the alarm system is fully armed.
- (d) The company will not pay for any burglary 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. 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 policy by a percentage considered by the company to be commensurate with the trend in the rates of inflation. The 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.

## 18. Repairs and measures after loss

After loss or damage by any insured event

- (a) the insured may, to minimise further loss, undertake temporary repairs and any measures necessary for the safety of the property insured.
- (b) the company 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.

## 19. Stamp and coin collections

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

## 20. Telephones

The company 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 shall apply where practicable.
- (b) lines and extension wires are excluded.
- (c) cellular telephones are excluded.

## 21. 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 wilful 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 immoveable 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 thereof;
  - (ii) the demolition or partial demolition or any attempt thereof;  
the said immoveable property or any part thereof with the intention of stealing any part thereof;  
provided that this extension does not cover
    - (i) damage related to or caused by fire or explosion.
    - (ii) consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured.
    - (iii) damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
    - (iv) damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
    - (v) damage related to or caused by any occurrence referred to in General exception 1(a) (i), (ii), (iii), (iv), (v) or (vi) of this 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 company 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 shall 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 company to continue this extension.

During the period of the initial unoccupancy of 30 consecutive days, the insured shall become a co-insurer with the company and shall bear a proportion of any damage equal to 20 percent of the claim before deduction of any first amount payable.

## 22. 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 policy except in so far as same may be varied hereby.

Special provisions

- (a) The company shall 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 shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly. Each item of this section (if more than one) to which this clause applies shall be separately subject to this provision.

## Optional extensions (if stated in the schedule to be applicable)

### 1. Accidental damage cover

The company will indemnify the insured up to the limit stated in the schedule for accidental damage to the property insured.

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 insureds' 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 overwinding of clocks or other mechanical apparatus.

### 2. Water leakage

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

- (a) the consumption reading must be at least 50 percent more than the average of the previous four readings.
- (b) 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.

**3. Claim free group protection**

Paragraph 2 of the section headed "Claim free groups" is deleted.

**4. Television equipment maintenance**

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

**Claim free groups**

1. If no claims have been paid under this section during any one annual period of insurance, the next renewal premium will be based on the following claim free group:

Existing claim free group	0	1	2	3	4	5
Renewal claim free group	1	2	3	4	5	5

2. If any claims have been paid during the period of insurance, the next renewal premium will be based on the following claim free group:

Existing claim free group	0	1	2	3	4	5
Renewal claim free group	0	0	0	1	2	3

Only claims made in terms of the defined events will affect the claim free group.

**Definitions**

**Contents**

shall 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.

**Building(s)**

shall mean the private 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 therewith all being situate on the premises stated in the schedule.



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## Domestic computer equipment section

### Defined events

Loss of or damage (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 insureds' family normally resident with the insured anywhere in the world from any cause not excluded by this section.

### Basis of indemnification

#### 1. Partial loss

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

- (a) the value of parts that can be used in any way will be deducted.
- (b) the company will pay the costs of any temporary repairs the insured carries out without its consent in the interests of safety, or to minimise 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 insureds' account.
- (c) where the damage is restricted to a part or parts of an insured item, the company will only be liable for the cost of the part or parts lost or damaged.

#### 2. Total loss

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

- (a) reinstatement shall 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 company will indemnify the insured for the actual value of the property insured up to the cost of reinstatement.

### Extensions and clauses

#### 1. Reinstatement of data (if stated in the schedule to be included)

The company 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.

#### 2. Limit of liability

The company's liability will not exceed the sums insured stated in the schedule.

#### 3. Application of first amount payable

If more than one item of the property insured is lost or damaged in any one occurrence, the first amount payable shall be limited to the highest single amount applicable to such items in respect of the occurrence.

#### 4. 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 rateable share of the damage.

#### 5. Riot and strike

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 (a) 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 1(a) (ii), (iii), (iv), (v) or (vi) of this 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 company 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.

### Specific exceptions

The company shall 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
  - (a) provided for under any maintenance and/or lease agreement.
  - (b) 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 company 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.



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# Perfect Delivery Insurance

## Domestic all risks section

### Defined events

Accidental loss of or damage (damage) to the property insured being

1. unspecified 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, 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 insureds' 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 company will not exceed the sum insured on any specified item.

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

### Limits of indemnity

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.

<b>Defined events</b>	<b>Limits</b>
1. Unspecified items - per individual item (other than clothing)	20% of sum insured

<b>Extensions and clauses</b>	
1. Golfers' hole-in-one	R2,000
2. Loss of money	R3,000

### Specific exceptions

The company shall 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.

### Extensions and clauses

#### 1. Golfers' hole-in-one

The company will pay the amount stated in the limits of indemnity if the insured scores a hole-in-one playing in an amateur game of golf in terms of the rules at any recognised golf club on written confirmation by the secretary of the club.

## 2. Loss of money

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

## 3. Riot and strike

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 (a) 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 1(a) (ii), (iii), (iv), (v) or (vi) of this 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 company 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.

## 4. Pairs and sets

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

## 5. 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 company will not pay for damage to the pedal cycle arising out of racing, pacing and trial runs.

## 6. 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.

### Endorsement to All Risks section (effective 1 February 2009)

The All Risks section of this policy extends to include the following clause:

#### 9. Bowlers extension

##### The company will pay

- (a) up to the amounts stated in the limits of indemnity for loss of or damage to bowls, bowls bag and bowls accessories belonging to the insured or members of the insured's family. Specific exception 1(a) and clause 4 (Pairs and sets) shall not apply to this property.
- (b) the amount stated in the limits of indemnity as set out below, on presentation of a letter from the club where the competition/tournament was held and the score card duly signed by the technical official controlling the green, or the tournament official.

##### The limits of Indemnity are:

- |  |        |
|--|--------|
| 1. Bowls and bowls equipment – one set only involved     | R4,000 |
| 2. Bowls and bowls equipment – two or more sets involved | R8,000 |
| 3. 8 or 9 achieved in any official club competition      | R1,000 |
| 8 or 9 achieved in any National or District competition  | R2,000 |



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# Perfect Delivery Insurance

## Domestic buildings section

### Defined events

Loss of or damage (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 damage
  - (a) to gates, fences and retaining walls, or
  - (b) caused by subsidence or landslip.
5. earthquake.
6. bursting, leaking or overflowing of water or heating installations or pipes including damage to such installation or pipes.
7. theft (or any attempt thereat) accompanied by forcible and violent entry into or exit from such Building but excluding the first 10 percent or R1,000 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 company 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 therefrom.

### Limits of indemnity

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.

Clause 11.	<b>Repairs and measures after loss:</b>	
(a)	temporary repairs and other measures	R5,000
(b) (ii)	emergency accommodation	R5,000

### First amounts payable

The insured will be responsible for 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. This table must be read in conjunction with the relevant clauses in this section.

1.	Basic	Per schedule
2.	Subsidence and Landslip	1% of sum insured on the property subject to a minimum of R500.

### Specific condition

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

### Definition

Building(s) shall mean the building of the private 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 therewith including Landlord's Fixtures and Fittings, therein or thereon.

## Extensions and clauses

### 1. Reinstatement value conditions

The insured may choose within six 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 company'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 shall be considered as being their own insurer for the difference and will bear a rateable proportion of reinstatement.

### 2. Capital additions

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 percent of the sum insured thereon provided the insured advise the company of such alterations as soon as reasonably possible and pay any additional premium required.

### 3. Professional and other rebuilding costs

The company 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 shall not exceed 20 percent of the sum Insured in respect of the Building(s).

### 4. Loss of rent

If the building becomes uninhabitable as a result of a defined event the company will pay the insured up to 25 percent 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.

### 5. Public supply or mains connections

The company 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.

### 6. Glass and sanitaryware

The company will pay for accidental breakage of

- (a) fixed glass including mirrors and
- (b) fixed sanitaryware excluding chipping, scratching or disfigurement in the building unless it is unoccupied.

### 7. Mortgagee clause

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

### 8. Water-pumping machinery

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

### 9. Subsidence and landslip (if stated in the schedule to be applicable)

The company will indemnify the insured for damage to the property insured caused by subsidence or landslip provided that the insured shall bear the first portion of each and every claim up to an amount calculated at 1 percent of the sum insured on the property or R500 whichever is the greater.

This extension does not cover:

- (a) damage to drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured.
- (b) damage caused by or attributable to
  - (i) faulty design or construction of, or the removal or weakening of support to, any building situated at the insured premises.
  - (ii) workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises.
  - (iii) excavation on or under land other than excavations in the course of mining operations.
- (c) consequential loss of any kind whatsoever except loss of rent when specifically insured under this section.

In any action suit or other proceeding where the company alleges that, by reason of the provisions of these exceptions, any damage is not covered by this insurance, the burden of proving the contrary shall be upon the insured.

## 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 policy by a percentage considered by the company to be commensurate with the trend in the rates of inflation. The 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.

## 11. Repairs and measures after loss

After loss or damage by any insured event

- (a) the insured may, to minimise further loss, undertake temporary repairs and any measures necessary (including employing watchmen) for the safety of the property insured.
- (b) the company 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.

## 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 wilful 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 thereof;
  - (ii) the demolition or partial demolition or any attempt thereof;the said immovable property or any part thereof with the intention of stealing any part thereof; provided that this extension does not cover
  - (i) damage related to or caused by fire or explosion.
  - (ii) consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured.
  - (iii) damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
  - (iv) damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
  - (v) damage related to or caused by any occurrence referred to in General exception 1(a) (i), (ii), (iii), (iv), (v) or (vi) of this 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 company 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 shall 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 company to continue this extension. During the period of the initial unoccupancy of 30 consecutive days, the insured shall become a co-insurer with the company and shall bear a proportion of any damage equal to 20 percent of the claim before deduction of any first amount payable.

### Limited cover

#### Limited Subsidence and Landslip extension

The company shall indemnify the insured for damage to the insured property caused by subsidence and landslip. The insured shall bear the first portion of each and every claim up to an amount calculated at one per cent of the sum insured of the property insured minimum R5,000 whichever is the greater.

This extension does not cover

1. 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.
2. damage caused by or attributable to
  - (a) the contraction and/or expansion of soil due to the moisture content of such soil as experienced in clay and/or similar soil types.
  - (b) faulty design or construction of or removal or weakening of support to any insured building situated at the premises.
  - (c) workmen engaged in making any structural alterations, additions or repairs to any insured building situated at the premises.
  - (d) excavation on (surface) or under land (subterranean) other than excavation in the course of mining operations.
3. consequential loss of any kind whatsoever except loss of rent when/if specifically insured.

In any action suit or other proceedings where the company alleges that by reason of the provisions of these exceptions any damage is not covered by this insurance, the burden of proving the contrary shall be upon the insured.

### Extended cover

#### Subsidence or Landslip extension

The following clause is added to the section headed "Extensions to Part 1"

Damage caused by subsidence or landslip provided that 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 on the property or R500 whichever is the greater.

This extension does not cover

1. damage to drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured
2. damage caused by or attributable to
  - (a) faulty design or construction of or the removal or weakening of support to any building situated at the insured premises;
  - (b) workman engaged in making any structural alterations, additions or repairs to any buildings situated at the insured premises;
  - (c) excavation on or under land other than excavation in the course of mining operations.
3. consequential loss of any kind whatsoever except loss of rent when specifically insured under this section.

In any action suit or other proceeding where the company alleges that by reason of the provisions of these exceptions any damage is not covered by this insurance the burden of proving the contrary shall be upon the Insured.



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## Domestic motor section

### Defined events

#### 1. Comprehensive

##### (a) Own damage

- (i) If the vehicle or any part of it is lost or damaged the company will at its choice indemnify the insured by paying for its repair or replacement or the amount of the loss or damage, less the 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 company in respect of such loss or damage. The company 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
  - (1) stolen or hijacked and not recovered or physically returned to the company, or
  - (2) damaged and the assessed cost of repairs exceeds 70 percent of the current new retail price including tax,the maximum amount payable by the company will be the current purchase 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 company 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 company shall not be liable for

- (i) consequential loss 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.

##### (b) Liability to third parties

- (i) The company 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 defence 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 instalment sale or lease agreement but the company shall not be liable for damage to such vehicle.
  - (5) 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 company shall not be liable for damage to the towed vehicle or trailer or to property in or on such vehicle or trailer.
- (ii) The company will indemnify any person who is driving or using the vehicle with the insureds' permission provided such person
  - (1) is not entitled to indemnity under any other policy.
  - (2) observes the terms of the policy as far as they can apply.
  - (3) has not been refused any motor vehicle insurance.

The company shall not be liable for

- (i) injury to any person being carried in
  - (1) a trailer or caravan.
  - (2) the unenclosed load carrying section of a light delivery vehicle.
- (ii) damage to property
  - (1) belonging to or held in trust by or in the custody or control of the insured.
  - (2) carried in a trailer or caravan.
- (iii) any compensation provided or insurable in terms of any motor vehicle insurance legislation.
- (iv) any claim arising out of contractual liability.
- (v) death of or bodily injury to any person being a member of the same household as the insured.

## 2. Third party, fire and theft

Cover in terms of Defined event 1(a) Own damage is restricted to loss or damage resulting from fire, self-ignition, lightning, explosion or by theft or attempted theft. The company will not pay for loss of or damage to motor vehicle audio equipment of any type.

The following clauses are cancelled:

**Extensions and clauses** 2. Medical expenses

**Claim free groups.**

## 3. Third party only

Cover is restricted to Defined event 1(b) Liability to third parties.

### Specific definitions

1. The insured means the person in whose name this 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 insureds' vehicle is being overhauled, serviced or repaired.

### Limits of indemnity

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.

	<b>Defined events</b>	<b>Limits</b>
1(b) Liabilities to third parties	- fire and explosion	R1,000,000
	- other - motor cars and light delivery vehicles	R2,000,000
	- motorcycles and motor scooters	R500,000
	- trailers and caravans	R500,000

	<b>Extensions and clauses</b>	
1. Wreckage removal		Per schedule
2. Medical expenses	- per occupant	R5,000
	- not exceeding in total	R20,000
4. Locks and keys		R5,000
6. Audio accessories	- any one event	R5,000

### Specific memoranda

3. Repairs and measures after a loss
  - (a) (i) vehicle repairs R5,000
  - (ii) emergency accommodation R5,000
  - (b) tow-in costs - electrical or electronic or mechanical breakdown R2,000

### First amounts payable

The insured will be responsible for 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. This table must be read in conjunction with the relevant clauses in this section.

1. Motor cars and light delivery vehicles:
  - (a) Basic Per schedule

- (b) Additional:
  - (i) 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. 5% of gross claim
  - (ii) Whilst the vehicle is being driven by any person under the age of twenty five (25) years or who has held a licence to drive for a period of less than two (2) years. 5% of claim minimum R1,000
  - (iii) Voluntary. Per schedule
  - (iv) Window glass where no other damage has been caused to the vehicle. 20% of claim minimum R250

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.
- 2. Motorcycles and motor scooters. Per schedule
- 3. Caravans and trailers. Per schedule

## Exclusions

The company 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 insureds' consent who is not licensed to drive the vehicle in terms of legislation applying to the territory in which the vehicle is being used. If a licence is subject to renewal the driver must have held and not be disqualified from holding or obtaining such a licence. This exclusion will not apply if the vehicle is being driven by the insured or any person with the insureds' consent while learning to drive and legislation relating to learner drivers is being obeyed.
  - (c) by the insured while under the influence of intoxicating liquor or drugs or while the concentration of alcohol in the insureds' blood exceeds the statutory limit.
  - (d) by any person, with the insureds' consent and knowledge, who the insured 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.
  - (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.
3. while a light delivery vehicle is being used to carry goods for business or professional purposes.

## Extensions and clauses

### 1. Wreckage removal

The company will pay the reasonable cost of recovery, protection and removal of debris and wreckage of the vehicle to the nearest repairer following a defined event.

### 2. Medical expenses

If any occupant of the vehicle sustains bodily injury as a direct result of an accident the company will pay the medical expenses 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.

### 3. Window glass

Where there has been no other damage to the vehicle the company 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.

### 4. Locks and keys

The company 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.

### 5. 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 company will pay is the sum equalling the value of the part at the time of loss or damage. In no case will the company pay more than the manufacturer's listed price.

## 6. Audio accessories

The company 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.

## 7. Riot and strike

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 (a) 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 1(a) (ii), (iii), (iv), (v) or (vi) of this 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 company 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.

## 8. Car Hire – accident damage/theft/hijack/write-off of the vehicle

If the insured vehicle, as specified on the policy schedule, is in an accident or is stolen or hijacked as a unit, the company will pay the car hire charges levied by the service provider for the hire of a medium category motor vehicle (not exceeding 1600 cm<sup>3</sup> engine capacity) on an unlimited mileage basis but excluding the cost of fuel or lubricants, provided that:

- (a) the order for the hire of the rental vehicle from the service provider will be authorised by the company.
- (b) the period of hire of the rental vehicle will commence no later than 21 days following the date of theft, hijacking or accident.
- (c) in the event of any occurrence giving rise to a claim involving the hired motor vehicle during the period of hire, the insured shall be responsible for the first amount payable, as stated in the hire contract, and such amount shall be payable to the service provider.

The period of hire of a rental vehicle will terminate

- (i) on the day following the insured taking possession of the insured vehicle after any repairs, necessitated as a result of an accident/theft/hijacking, have been completed; or 30 days after the commencement of the period of hire, whichever is the sooner.
- (ii) as soon as the claim is finalised in the event of theft or hijacking; or 30 days after the commencement of the period of hire, whichever is the sooner.

### Description of use

#### Class of use A

Social domestic pleasure and professional purposes

excluding -

hiring or carriage of passengers for hire or carriage of fare-paying passengers, commercial travelling, selling insurance, driving instruction for reward, racing, speed or other contests, rallies, trials or any purpose in connection with the motor trade.

#### Class of use B

Social domestic pleasure business and professional purposes

excluding -

hiring or carriage of passengers for hire or carriage of fare-paying passengers, racing, speed or other contests, rallies, trials or any purpose in connection with the motor trade.

#### Class of use C

Social domestic and pleasure purposes only

excluding -

business or professional use of any nature, hiring or carriage of passengers for hire or carriage of fare-paying

passengers, commercial travelling, selling insurance, driving instruction for reward, racing, speed or other contests, rallies, trials or any purpose in connection with the motor trade.

Notwithstanding anything stated above under the description class of use A, B or C, the term "motor trade" will not invalidate cover while the vehicle is in the custody or control of a member of the motor trade for the purpose of being overhauled, serviced or repaired.

### Specific memoranda

1. The insured will advise the company in writing immediately the insured are aware
  - (a) that the insureds' driver's licence or that of the insureds' authorised driver is endorsed suspended or cancelled.
  - (b) of the insured or the insureds' authorised driver being charged or convicted of negligent, reckless or improper driving.
2. If more than one vehicle is insured by this 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 1(a) Own damage)
  - (a) After loss or damage by any insured event
    - (i) the insured may authorise repairs to the vehicle, provided an invoice is obtained and forwarded to the company without delay.
    - (ii) the company will pay the reasonable costs of emergency accommodation whilst the vehicle is being repaired following an accident or breakdown.
  - (b) The company 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.

### Optional limitations and extensions (if stated in the schedule to be applicable)

#### 1. Credit shortfall

If any total loss settlement under Defined event 1(a) Own damage is less than the amount owing to the financier under a current instalment sale or lease agreement, the company will pay to the insured an additional amount equal to the shortfall less

- (a) any arrears instalments 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 instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled;
  - (d) the first amount payable;
- provided always that
- (a) the amounts payable shall not exceed the maximum indemnity less the first amount payable under Defined event 1(a) Own damage.
  - (b) this endorsement shall not apply to an agreement whereby the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10 percent from any other instalment.
  - (c) if such shortfall is as a result of a re-advance under an instalment sale or refinancing in terms of a lease the insurance by this extension shall be void.

#### 2. Claim free group protection

Paragraph 2 of the section headed "Claim free groups" is deleted.

#### 3. Insured only driver

For the purposes of this section "the insured" means the insured named in the schedule and any references to the insureds' spouse, the insureds' family, the insureds' authorised driver or any other driver driving with the insureds' permission are deleted.

#### 4. Insured and family only drivers

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

#### 5. Medical expenses deleted

Medical expenses is deleted.

#### 6. Passenger liability excluded

The company 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.

**7. Specified accessories**

Payment of any claim for loss of or damage to specified accessories will be made without deduction of any first amount payable and will not constitute a claim in terms of the table of claim free groups.

**Claim free groups**

1. If no claims have been paid under this section during any one annual period of insurance, the next renewal premium will be based on the following claim free group:

A. Motor cars and light delivery vehicles							
Existing claim free group	0	1	2	3	4	5	6
Renewal claim free group	1	2	3	4	5	6	6
B. Motorcycles and motor scooters							
Existing claim free group			0	1	2	3	4
Renewal claim free group			1	2	3	4	4
C. Caravans and trailers							
Existing claim free group			0	1	2	3	4
Renewal claim free group			1	2	3	4	4

2. If any claims have been paid during the period of insurance, the next renewal premium will be based on the following claim free group:

A. Motor cars and light delivery vehicles							
Existing claim free group	0	1	2	3	4	5	6
Renewal claim free group	0	0	0	1	2	3	4
B. Motorcycles and motor scooters							
Existing claim free group			0	1	2	3	4
Renewal claim free group			0	0	0	1	2
C. Caravans and trailers							
Existing claim free group			0	1	2	3	4
Renewal claim free group			0	0	0	1	2



**ZURICH**<sup>®</sup>

# Perfect Delivery Insurance

## Domestic pleasurecraft section

### Specific definitions

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) such as 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 residence means the insureds' 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.

### Sub-section 1 - Loss of or damage to the vessel

#### Indemnity to the insured

1. The company 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 shall be as close to the original specification as possible but the company shall not be expected to achieve an exact restoration.
2. The company'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 rateable proportion of the loss.

#### 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.
14. 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 (a) 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 1(a) (ii), (iii), (iv), (v) or (vi) of this 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 company 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.

### Specific exceptions to sub-section 1

The company 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 insureds' residence, or at a recognised place of repair or service, and theft is accompanied by visible forcible and violent entry or exit, unless the company has agreed in writing to the contrary.
  - (b) at a recognised marina.
2. loss or damage resulting from lack of reasonable precautions on the insureds' part.
3. any costs and expenses incurred as a result of
  - (a) wear and tear.
  - (b) depreciation.
  - (c) deterioration from use.
  - (d) electrical or mechanical or electronic breakdown which shall include breakdown caused by the intake of foreign matter into the cooling system.
  - (e) 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 Rubberducks and/or Jetskis (Wetbikes).
17. Sailboards  
The company will not pay for damage
  - (a) caused by Wave Jumpers, Trickboards 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 company 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.

### **Sub-section 2 - Liability**

The company will indemnify the insured

1. 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.
2. for any legal costs incurred with its written consent for representation at any coroner's inquest or fatal accident enquiry or for contesting liability or taking proceedings.
3. 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 insureds' 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 fulfil and be subject to the terms conditions and exceptions of this policy in the insureds' place.

### **Specific exceptions to sub-section 2**

The company 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 insureds' family normally resident with the insured.
  - (c) any person in the insureds' 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.

### **Special extension to sub-section 2**

#### **Water skiers' extension (if stated in the schedule to be applicable)**

Specific exception 1(d) of this subsection is deleted in respect of water skiers only. In addition the company will, subject to the limitations of this subsection, pay for legal liabilities incurred by water skiers.

### **Sub-section 3 - General**

#### **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 contests rallies or trials.

#### **Limits of indemnity**

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.

## Sub-section 2 - Liability

All vessels Per schedule

## Sub-section 3 - General

**Clauses: 3. Medical expenses**

- per occupant	R2,000
- not exceeding in total	R10,000

### First amounts payable

The insured will be responsible for 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. This table must be read in conjunction with the relevant clauses in this section.

- |                                  |              |
|----------------------------------|--------------|
| 1. Basic                         | Per schedule |
| 2. Additional                    |              |
| (a) Use of the vessel on the sea | R250         |
| (b) Voluntary                    | Per schedule |
| 3. Optional Extensions           |              |
| (a) Submerged objects cover      | 10% of claim |

### Cruising range

- Inland waters only situated anywhere within the Republic of South Africa (including Durban harbour and Knysna lagoon), Namibia and Zimbabwe.
- As above, including coastal waters subject to a maximum of 80 kilometres from the coastline.

### Clauses

#### 1. Replacement of gear and equipment

The company 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.

#### 2. Pollution

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

#### 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 company will pay the medical expenses in connection with such injury in respect of each person injured.

#### 4. Duties as owner

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

- take all reasonable steps to maintain the vessel, outboard motors, trailers and other insured property in a proper state of repair, seaworthiness and roadworthiness.
- exercise all due care and diligence in the crewing of the vessel.
- do everything reasonably possible to minimise or avert loss or damage. The company 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.

#### 5. Surveys

When the age of the vessel exceeds 10 years the company 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 insureds' own expense. The company may request subsequent survey reports at its discretion.

#### 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.

#### 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 pleasurecraft.

## 8. Repairs and tenders

The company 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.

## 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.

## 10. Unrepaired damage

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

### Optional extensions (if stated in the schedule to be applicable)

#### 1. Road or rail transit

Loss of or damage to the vessel including loading and unloading while being transported by road or rail within the territorial limits provided that the vessel is conveyed on a purpose-built, properly constructed roadworthy trailer and is adequately and properly secured to the trailer. The company will not pay for scratching, bruising and or denting and the cost of subsequent repairs or refinishing. This extension includes road accident damage to the trailer whilst being towed with or without the vessel.

#### 2. Racing risk (sailing vessel)

The company will indemnify the insured in respect of loss of or damage to sails, masts, spars, standing and running rigging whilst racing; but its liability will be two-thirds of the costs of repair or replacement up to a maximum of two-thirds of the sum insured specified in the schedule.

#### 3. Submerged objects cover

This section includes loss of or damage to rudder, propeller, strut, shaft, motor, electrical machinery or batteries and their connections caused by a collision with a submerged object.

The company will not indemnify the insured in respect of loss of or damage caused by

- (a) the vessel racing or participating in speed tests or any trials.
- (b) the intake of foreign matter into the cooling system of the machinery, engines or motor.

### Claim free groups

1. If no claims have been paid under this section during any one annual period of insurance, the next renewal premium will be based on the following claim free group:

Existing claim free group	0	1	2	3
Renewal claim free group	1	2	3	3

2. If any claims have been paid during the period of insurance, the next renewal premium will be based on the following claim free group:

Existing claim free group	0	1	2	3
Renewal claim free group	0	0	0	1



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# Perfect Delivery Insurance

## Domestic general liability section

### Defined events

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 wilful 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.

### Specific definitions

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.
3. The insured includes members of the insureds' family normally resident with the insured and, in the event of the insureds' death, the insureds' estate.
4. Occurrence means an occurrence or series of occurrences arising out of one event.
5. Territorial limits means anywhere in the world.

### Limits of indemnity

1. The amount payable by the company will not exceed the limit of indemnity stated in the schedule.
2. 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 company.
3. The company 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.
4. 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.

Defined event 2.	Emergency medical expenses	R1,000
Clause 1.	Cash and credit cards	R1,000

### Specific exceptions

The company 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 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 4. 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 Extension 2. Homeowners' liability and 3. 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.

### Memoranda

1. General exception 1 does not apply to this section.
2. General provision 5 does not apply to this section.

## Extensions and clauses

### 1. Cash and credit cards

The company will indemnify the insured against liability or loss arising from fraudulent use of the insureds' cash or credit cards by any person who is not a member of the insureds' family or household.

The company will not indemnify the insured if the insured have not reported the loss of the card to the issuing Organisation as soon as possible and complied with the conditions of issue of the card.

### 2. Homeowners liability

The company 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 insureds' occupation or business.

### 3. Tenants' liability

The company 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 installations or pipes.
  - (iii) theft or any attempt thereat.
- (b) accidental breakage of sanitaryware 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 sanitaryware by chipping scratching and other disfigurement.
- (b) liability arising out of or incidental to the insureds' occupation or business.

### 4. Liability to domestic employees

The company will indemnify the insured against

- (a) all sums that the insured become legally liable to pay as a result of bodily injury to the insureds' 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 defence 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 insureds' occupation or business.



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# Perfect Delivery Insurance

## Domestic extended liability section

### Defined events

1. The insureds' legal liability to pay compensation for injury or damage occurring anywhere in the world, to the extent that
  - (a) the insureds' 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 insureds' 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, shall be not less than R1,000,000 but R500,000 in respect of motorcycles, motor scooters, caravans, trailers and pleasurecraft (vessels).

### Specific definitions

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
  - (a) a South African insurer covering one or more of the insureds
    - (i) personal,
    - (ii) homeowners',
    - (iii) tenants',
    - (iv) motor,
    - (v) watercraftliabilities and, in addition,
  - (b) any other insurer world-wide covering motor, watercraft or homeowners' liabilities where it has been necessary for the insured to purchase local indemnity.

### Indemnity to the insured

1. The amount payable by the company 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 company 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 whichever is the lesser amount.

### Specific exceptions

The company will not indemnify the insured in respect of

1. any judgement, 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 judgement, award or settlement either in whole or in part.
2. liability
  - (a) arising out of
    - (i) and in the course of the insureds' 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 moveable 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 insureds' reckless disregard of the possible consequences of the insureds' 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 insureds' failure to comply with any related obligations.
  - (x) 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 shall 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 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's, 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's, other than a claim excluded solely by reason of any territorial restrictions.
    - (b) where the overall length of the vessel exceeds 6,7 metres.
  5. damage to any self-propelled land vehicle, trailer, caravan, watercraft or aircraft in the insureds' care, custody or control.
  6. any debt.
  7. the failure to pay maintenance or alimony or any amounts following a breach of promise.

#### Specific conditions

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 company will have full discretion in the conduct of any proceedings and in the settlement of any claim.
3. No admission, offer, promise or payment in relation to a claim under this section may be made or given by the insured or on the insureds' behalf without the company'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 company in the defence and settlement of any claim which is indemnifiable by both an underlying insurance and this policy, and in the exercise of any subrogation rights. The costs incurred in exercising these rights and any amounts recovered shall be apportioned to each party in accordance with the sums paid or payable under the respective policies.
4. General condition 2 and General provision 5 do not apply to this section.



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# Perfect Delivery Insurance

## Domestic personal accident section

### Defined events

1. Injury which shall 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.

### Specific definitions

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.

### Benefit payable

1. In the event of injury to any insured person the company will pay the percentage of compensation as stated in the table of benefits to the insured person or their estate.
2. The company 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 company 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 company must be refunded.
4. In the event of death of an insured person under 15 years of age the company will not pay more than the reasonable cost of funeral expenses.

### Specific exceptions

The company 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 company and stated in the schedule.
  - (b) caused by an insured person being insane or under the influence of drink or drugs (unless prescribed 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 sequelae 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
      - (1) motor cycling (whether as driver or passenger).
      - (2) racing of any kind involving the use of any power driven vehicle, vessel, aircraft or pedal cycle.
      - (3) steeple chasing, polo, winter sports (involving snow or ice), mountaineering necessitating the use of ropes.
      - (4) professional football, professional rugby football, big game hunting, hang-gliding.
      - (5) any sport or pastime involving exceptional risk of accident.
2. temporary total disability exceeding the maximum period stated in the schedule.

## Table of benefits

	Description of injury	Percentage of compensation
<b>1. Death</b>		100
<b>2. Permanent disability</b>		
(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
(j)	Loss of little finger	
	- three phalanxes	4
	- two phalanxes	3
	- one phalanx	2
(k)	Loss of metacarpals	
	- first or second (additional)	3
	- third, fourth or fifth (additional)	2
(l)	Loss of toes	
	- all	30
	- great - both phalanxes	5
	- one phalanx	2
	- other than great - each toe lost	1
(m)	Loss of hearing	
	- both ears	80
	- one ear	20
	Permanent total loss of use of a body part shall be treated as loss of such part.	
	Where the injury is not specified, the company will adopt a percentage of disability which in its opinion is not inconsistent with the above.	
<b>3. Temporary total disability</b>		100
<b>4. Medical expenses</b>		100

### Memoranda

- General exception 1 is deleted and restated as:  
This section excludes injury directly or indirectly caused by or related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.
- General condition 2 does not apply to this section.
- General condition 6(b) does not apply to this section.

### Special condition

In respect of any claim the insured person will as often as required by the company submit to medical examination at its expense. The company will in the case of death be entitled to call for a post-mortem.

# Perfect Delivery Insurance

## Legal plan



We will indemnify you in terms of this policy during any period of insurance for which a premium has been paid, subject to commencement of cover.

Your application is the basis of and forms part of this policy.

This policy and the schedule will be read as one document. Any word or expression given a specific meaning will have that meaning wherever it appears.

### Definitions

#### You/Your/Yours/Yourself

The person stated in the schedule as the insured and the covered persons.

#### We/Us/Our/Ourselves

Zurich Legal Expenses Underwriting Managers SA (Proprietary) Limited as underwriting managers, and Zurich Insurance Company South Africa Limited as underwriters of this policy.

#### Covered persons

Your spouse, dependant minor children, or dependant parents provided that all such persons are ordinarily resident with you.

#### Spouse/Live-in partner

Your legal spouse as defined in the Marriages Act, 1961 (Act No. 25 of 1961) as amended, or your cohabitee, provided

1. you have registered the spouse/live-in partner with Zurich Legal Plan.
2. only one spouse/live-in partner can be registered with Zurich Legal Plan as a covered person.
3. you and your partner have resided together for a period of not less than one year.

#### Child

Your biological, adoptive or step-child, and any foster-child placed in your care by way of a court order.

#### Family unit

You and all the covered persons.

#### Commencement of cover

1. The first day of the fifth month after inception date.
2. At reinstatement of the policy following lapse or cancellation, the first day of the fifth month after the date on which cover was reinstated.
3. In respect of benefit 6 - matrimonial actions - of the schedule of benefits:
  - (a) Commencement date as above, where the marriage occurs after inception or reinstatement date.
  - (b) Twelve months after inception or reinstatement, where the marriage took place before inception or reinstatement date.

#### Indemnity limit

The amount stated in the schedule of benefits against each item, subject to the maximum indemnity limit stated in the schedule. This amount is further sub-limited in accordance with the schedule of tariffs (regarding the fees of legal service providers) kept in our offices and adjusted from time to time, and will apply over and above the excess.

#### Legal service provider

A practising attorney, duly admitted to practise by any division of the High Court of South Africa in accordance with the provisions of the Attorneys Admission Act, 1960 (Act No 12 of 1960) as amended, including a candidate attorney or para-legal working under the full-time supervision of such attorney; or other qualified professional at our sole discretion.

### Claim date

The claim date will have different meanings relative to the following clauses of the policy schedule:

1. clauses 1, 2 or 3.1 - 3.8: any date;
2. clause 3.9: the date on which any claim for maintenance is brought by or against you;
3. clause 4 or 5: the date on which the breach or delict occurred where you or the covered person are the plaintiff; or the date on which the legal process commencing action was served on you or the covered person;
4. clause 6: any date after the marriage has broken down irretrievably;
5. clause 7 - in respect of
  - (a) a bail application, the date on which you or the covered person were arrested; or
  - (b) any other criminal matter, the date on which you or the covered person were charged;
6. clause 8: the date on which
  - (a) the unfair labour practice occurred, or
  - (b) the event which led to an unfair labour practice took place, or
  - (c) a notice leading to an unfair labour practice was served on youafter commencement of cover.

### Benefit year

The twelve month period beginning with commencement of cover and terminating twelve months thereafter or any subsequent twelve month period.

### No increase in benefits

Continuation of this policy from one benefit year to the next will not increase our liability beyond the limits stated in the schedule and Annexure A even though an incident or action may span over two or more benefit years.

### Indemnity to you

We will indemnify you up to the indemnity limit in respect of legal expenses incurred by you and the covered persons during the period of insurance subject to the terms and conditions of this policy.

### The indemnity limit will be applied as follows:

1. We will pay the fees and disbursements charged by the legal service provider representing you; and
2. any balance remaining will go towards your liability for the legal costs of a third party calculated on the party and party scale.

All amounts will be paid to the legal service provider either as settlement of a taxed bill of costs, or in trust for payment to third party.

### Our liability will

1. in the case of civil or labour-related matters, be subject to a limit not disproportionate to the value or importance of the relief sought.
2. vary according to the benefit plan you have chosen.

### If costs are awarded in your favour

1. this policy constitutes a cession to us of any right of recourse by
  - (a) you against any party for recovery of legal expenses for which we indemnified you in terms hereof and/or
  - (b) your legal service provider arising from the execution by the latter of the relevant mandate insofar as it relates to wasted legal costs or legal expenses unnecessarily incurred.
2. such costs shall automatically accrue to us.
3. you will be responsible through your legal service provider for repayment to us of any award of such costs or any costs agreed to be paid to you as part of any settlement.
4. you will instruct your legal service provider to recover any such costs.

# Perfect Delivery Insurance

## Conditions



### First amount payable (Excess)

When you consult a legal service provider who is not a member of our panel of legal service providers, after confirmation of a valid claim, you will be responsible for the first R100.00 payable to this legal service provider. The excess is payable with the first consultation.

### Misdescription, misrepresentation or nondisclosure

We may refuse to indemnify you in the event of any misdescription, misrepresentation or nondisclosure.

### Cancellation

1. We may cancel or amend this policy by giving you one month's notice in writing, or you may cancel this policy by giving us notice in writing. Cancellation will be effective from the end of the month for which premium was last received.
2. If the premium is not paid on our normal debit date, the policy will be cancelled automatically from midnight on the last day of the month for which premium was received, unless you can show that non-payment was due to an error by your paying agent.
3. If the policy is cancelled during the currency of a valid claim, then it shall continue in full force and effect for the purposes of that claim only.

### Continuation of cover

If you are retrenched, or become temporarily totally disabled due to an accident, after the policy has been in force for not less than 12 consecutive months, we will waive premiums for a period not exceeding three months, provided you give us written notice of the retrenchment or disability together with such proof as we may require, prior to non-payment.

### Conflict and dispute

If a dispute arises between you, or your legal service provider, and ourselves related to this policy, such dispute shall be resolved in terms of the provisions of the Arbitration Act, 1965 (Act No 42 of 1965) as amended. The outcome of these proceedings shall be final and binding on all parties.

### Change of benefit plan

1. You may upgrade your plan by notifying us in writing the level of cover required. Cover will be increased from the first day of the month for which the new premium applicable is paid.
2. You may equally downgrade your plan by notifying us in writing of the level of cover required. Cover and premium will be reduced from the first day of the month following notification.

### Claims

1. In the event of a possible claim you must, before taking any other action, contact our 24-hour help line. Our consultant will provide you with assistance on any legal matter, and advise you how to proceed in the event of a valid claim against the policy.
2. You must in any event contact us within 24 hours of receiving any summons, charge sheet or other legal document.
3. You must give us written details of any claim on our prescribed form, together with details of any other insurance covering the same legal benefit, as soon as possible and in any event
  - (a) in respect of benefit items 4, 5, 6 and 7, if you are the defendant or the accused, within 48 hours;
  - (b) in respect of any other benefit, within 21 days of first notification to us.
4. We will have the opportunity to negotiate and conclude a reasonable settlement of any matter before we give confirmation of valid claim.
5. You may not consult a legal service provider without our written confirmation of valid claim.
6. You must give us and the legal service provider
  - (a) any other information and assistance required, and
  - (b) all documentation held or received by you regarding the claim.

7. Only one legal benefit will be contemplated by any one claim, notwithstanding that more than one legal benefit may have arisen out of the same event or cause.
8. If we refuse to indemnify you in respect of any claim and summons is not served on us within 6 months of our refusal, we will be relieved of any liability.
9. All labour matters must follow the procedure as stipulated in the Labour Relations Act 66 of 1995, or the applicable labour act at the time of the unfair labour practice.

### Disputes between insureds

Except as regards benefit item 6, if we insure both parties to a dispute, we will provide indemnity only if such dispute is resolved in terms of the provisions of the Arbitration Act, 1965 (Act No 42 of 1965) as amended. The outcome of these proceedings shall be final and binding on all parties.

### Prevention and minimisation of claims

You must take all reasonable steps to

1. safeguard your legal rights and to ensure that they are not violated, and shall enforce remedies capable of enforcement without the assistance of a legal service provider.
2. minimise the risk or likelihood of claims and the cost of legal proceedings.
3. mitigate any damages you may suffer.
4. prevent any occurrence that may give rise to a claim under this policy.

### Other similar insurance

Please keep in mind that you cannot claim for the same benefit under two policies and we will only indemnify your legal expenses as contained in the schedule of insurance and Annexure A if you do not have other similar insurance for the same legal matter.

### Authority

This policy is proof of your authority, in the event of your being charged with a criminal offence, to us to obtain and the South African police authorities to provide any record of prior criminal proceedings pertaining to the accused.

### Appeal or review proceedings

We will not be liable to indemnify you in respect of appeal or review proceedings unless written authority to proceed with the proposed proceedings has first been obtained from us. Such authority shall not be granted unless the legal service provider has given us a written statement, confirmed in writing by an Advocate of the High Court of not less than five years' standing, that the proceedings have a reasonable prospect of success.

### Settlement

1. You may only accept any settlement, payment into court or tender, or withdraw any action or defence that includes any costs award either against you or in your favour, with our written consent. In the event of such consent being given, you will be liable to us for
  - (a) any costs awarded against you in excess of the party and party scale.
  - (b) the amount of any party and party costs not awarded to you in terms of such settlement.
2. You may not accept any settlement, payment into court or tender, or withdraw any action or defence with each party being responsible for its own legal costs, without our written consent.
3. We will be entitled to withhold our written consent specified in this clause until we have received satisfactory security for payment of any amount due to us.
4. Should you refuse an offer of settlement, payment into court or tender made with or without prejudice, and thereafter at the final end and determination of the matter be awarded or accept an amount equal to or less than the amount of such offer, payment or tender, you will forfeit indemnity in respect of all legal expenses incurred from the date of such offer, payment or tender and we will be entitled to deduct the forfeited expenses from any settlement awarded to you or proceed against you for the recovery thereof.
5. A matter will not be regarded as settled until either the action or defence is formally withdrawn or a settlement agreement is made an order of the court.

# Perfect Delivery Insurance

## Exclusions and limitations

We will not indemnify you

1. in respect of any civil or criminal proceedings arising wholly or in part out of
  - (a) any political activity by or on your behalf including but not limited to your involvement in
    - (i) 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 above.
    - (ii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), or civil war.
    - (iii) 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; insurrection rebellion or revolution.
    - (iv) 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.
    - (v) 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.
    - (vi) any attempt to perform any act referred to in clause 1(a) (iv) or (v) above.
    - (vii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrences referred to in exception 1(a) (i), (ii), (iii), (iv), (v) or (vi) above.

If we allege that by reason of this exception there is no cover in terms of this policy, the burden of proving the contrary will rest on you.
  - (b) the conduct of your 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; but this exclusion shall not apply to any action arising out of your employment unless you have alternative relief or remedies.
  - (c) immoveable property or interest in immoveable property of a business or speculative nature.
  - (d) patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off.
  - (e) any computer hardware or software or any other electrical or electronic equipment not being able to recognise or process any date as the true calendar date.
  - (f) computer software except operating systems and packaged software that have not been tailored by the supplier to your own requirements. This exclusion does not supersede or override exclusion 1(e) above.
  - (g) mining activities.
  - (h) natural occurrences, disasters or circumstances beyond human control.
  - (i) or relating to
    - (i) ionising radiations.
    - (ii) contamination by radioactivity from any nuclear fuel.
    - (iii) nuclear waste from the combustion of nuclear fuel.
    - (iv) the radio-active, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; for the purposes of this exclusion only, combustion shall include any self-sustaining process of nuclear fission.
  - (j) any matter in which you do not have
    - (i) a proprietary interest.
    - (ii) a reasonable prospect of success.
2. in respect of any
  - (a) action or claim by you against us whether arising out of a repudiation of a claim under this policy or for any other reason whatsoever.
  - (b) action by or against you which is not subject to the jurisdiction of the courts of the Republic of South Africa.
  - (c) action by or against you in your capacity as representative, agent or trustee of any other person, estate or legal entity.

- (d) action by or against you related to or arising out of any cession, suretyship, assignment, novation, delegation or any other derivative right of recourse.
  - (e) action by you falling within the jurisdiction of the Small Claims Court constituted in terms of the Small Claims Court Act, 1979 (Act No 53 of 1979) as amended.
  - (f) matter
    - (i) which is reasonably capable of being resolved satisfactorily through an administrative body without legal representation.
    - (ii) where you institute or defend any action or appeal which in the sole opinion of ourselves or the legal service provider representing you appears to be or becomes trivial, frivolous, unreasonable, immoral, vexatious, illegal, in bad faith, against public policy or against public morals including actions, defences and appeals where there is no real prospect of success or of executing a judgement granted or where you have been declared a vexatious litigant.
    - (iii) where you have a claim for compensation against any body or fund, howsoever constituted, notwithstanding that such claim is or has been repudiated in whole or in part by any such body or fund.
  - (g) proceedings
    - (i) in terms of the Arbitration Act, 1965 (Act No.42 of 1965) as amended save as provided herein or where you have bound yourself contractually by arbitration or mediation proceedings. In any such proceedings the decision of the arbitrator or mediator shall be final and binding on you.
    - (ii) in respect of which you are or, but for the existence of this policy, would be entitled to indemnity under any other policy held by you or which you are required to hold by law or would be so entitled but for a breach or alleged breach by you of the terms of such other policy notwithstanding that such claim has been repudiated in whole or in part in terms of such other policy.
    - (iii) where the third party has paid or has contributed towards the payment of any of the premiums for this policy.
    - (iv) relating to amount only and not to liability or culpability in principle.
  - (h) criminal proceedings
    - (i) where you have been declared a habitual criminal.
    - (ii) against you where the complainant in the proceedings has paid or contributed towards the payment of the premiums for this policy.
    - (iii) against you where the accused and the complainant are related to each other by blood or by marriage or where they are members of the same family unit.
    - (iv) against you where an admission of guilt fine has or may be determined.
    - (v) of a type of which you have been found guilty within three years of the claim date.
    - (vi) arising out of the driving of a motor vehicle by you where you did not hold or were disqualified from holding a licence to drive a motor vehicle.
3. where you are a party to a class action or seek to intervene in a civil action or act as a friend of the court.
  4. in respect of any matter where you consulted or retained a legal service provider prior to commencement of cover.
  5. where at or prior to commencement of cover you should have realised that a claim might occur or in respect of any act, omission or dispute occurring prior to or existing at inception or reinstatement of this policy and which you knew or ought reasonably to have known was likely to give rise to legal proceedings made by or brought against you. If we allege that by reason of this exception there is no cover in terms of this policy, the burden of proving the contrary will rest on you.
  6. where you are responsible for anything which in our reasonable opinion or that of the legal service provider prejudices your prospects of success or our position in the institution, defence, appeal or settlement of the proceedings.
  7. where you institute an action as Plaintiff for damages for defamation or any other type of injury to personal dignity suffered by you unless, in the case of the latter, the claim is solely for patrimonial loss.
  8. where the legal service provider instructed by you is related to you by blood or marriage or is a member of your family unit.
  9. where you are the Plaintiff or Defendant in an action by or against any person related to you by blood or marriage, other than as provided for in clause 6 of the schedule of benefits.

# Perfect Delivery Insurance

## Annexure A - Plan A and B



	Plan A	Plan B
<b>Monthly premium</b>	<b>R80</b>	<b>R50</b>
<b>Limit of indemnity per benefit year</b>	<b>R70,000</b>	<b>R40,000</b>
<b>Benefit item</b>	<b>Indemnity limit</b>	<b>Indemnity limit</b>
<b>1. Preventative Law/Lawyer office work</b> (Contribution towards cost per incident) Advice, or the review, drafting or preparation of documents, including but not limited to affidavits, certificates, legal notices, powers of attorney or any other legal services required by you whether or not the matter is covered or excluded by this policy	R 100	R 100
<b>2. Wills, Trusts and Antenuptial Contracts</b> (Limit per benefit year per family unit) 2.1 A will or a testamentary trust 2.2 An antenuptial contract	R 1,000	R 750
<b>3. Miscellaneous</b> (Limit per benefit year per family unit) 3.1 Application for late registration of birth 3.2 Application for adoption proceedings 3.3 Application for change of name 3.4 Application to restore credit rating 3.5 Objection to an assessment of a personal Income Tax return in terms of section 81(1) of the Income Tax Act, 1962 or an appeal against the dismissal of an objection in terms of section 83(1) of the Income Tax Act, 1962 3.6 The legal services required arising out of proceedings in terms of the Expropriation Act, 1975 (Act No 63 of 1975) as amended 3.7 Advice, negotiating settlement and representation before any maintenance court hearing	R 750	R 500
<b>4. Contractual actions</b> (Limit per benefit year per family unit) The institution or defence of legal proceedings by or against you in terms of a written contract including one appeal, one review or one rescission in respect of any resulting judgement	R35,000	R20,000
<b>5. Delictual civil actions</b> (Limit per benefit year per family unit) The institution or defence on your behalf of legal proceedings for a delictual action for damages, including one appeal, one review or one rescission in respect of any resulting judgement	R35,000	R20,000
<b>6. Matrimonial actions</b> (Limited to one per five benefit years per family unit) Divorce: Obtaining a final decree of divorce	R35,000	R20,000

	Plan A	Plan B
<b>7. Criminal proceedings</b>		
(Limit per benefit year per family unit)	R35,000	R20,000
7.1 Bringing a bail application for your release when you have been charged with a criminal offence including one appeal or one review in respect of a refusal of any such bail application		
7.2 Your legal representation or defence when you have been charged with a criminal offence where you plead not guilty to any one or more charges including one appeal or one review in respect of any resulting conviction or sentence		
7.3 Your legal representation or defence when you have been charged with a criminal offence where you plead guilty to any one or more charges including one appeal or one review in respect of any resulting conviction or sentence		
<b>8. Labour Matters</b>		
(Limit per benefit year per family unit)	R35,000	R20,000
(All matters falling under the jurisdiction of the Labour Relations Act 66 of 1995)		
8.1 Preparation for and representation during any mediation or arbitration proceedings		
8.2 The institution or defence of a labour matter by or against you in the Labour Court		

#### No increase in benefits

Continuation of this policy from one benefit year to the next will not increase our liability beyond the limits stated in the schedule, even though an incident or action may span over two or more benefit years.

#### First amount payable (Excess)

When you consult a legal service provider who is not a member of our panel of legal service providers, after confirmation of a valid claim, you will be responsible for the first R100.00 payable to this legal service provider. The excess is payable with the first consultation.

#### Other similar insurance

Please keep in mind that you cannot claim for the same benefit under two policies and we will only indemnify your legal expenses as contained in the schedule of insurance if you do not have other similar insurance for the same legal matter.

#### Definition of spouse has been extended

##### Spouse/Live-in Partner

Your legal spouse as defined in the Marriages Act, 1961 (Act No. 25 of 1961) as amended, or your cohabitee, provided

1. you have registered the spouse/live-in partner with Zurich Legal Plan.
2. only one spouse/live-in partner can be registered with Zurich Legal Plan as a covered person.
3. you and your partner have resided together for a period of not less than one year.

#### Definition of Labour Matters

1. The claim date for clause 8, Labour Matters, will be the date on which
  - (a) the unfair labour practice occurred, or
  - (b) the event which led to an unfair labour practice taking place, or
  - (c) a notice leading to an unfair labour practice was served on you after commencement of cover.
2. All labour matters must follow the procedure as stipulated in the Labour Relations Act 66 of 1995, or the applicable labour act at the time of the unfair labour practice.
3. The indemnity limit is further subject to our schedule of tariffs.
4. This endorsement is subject to all the terms and conditions of the policy and does not override them.



ZURICH®

# Perfect Delivery Insurance

## Annexure A - Plan C and D

	Plan C	Plan D
<b>Monthly premium</b>	R35	R25
<b>Limit of indemnity per benefit year</b>	R20,000	R15,000
<b>Benefit item</b>	<b>Indemnity limit</b>	<b>Indemnity limit</b>
<b>1. Preventative Law/Lawyer office work</b> (Contribution towards cost per incident) Advice, or the review, drafting or preparation of documents, including but not limited to affidavits, certificates, legal notices, powers of attorney or any other legal services required by you whether or not the matter is covered or excluded by this policy	30 minutes free consultation	30 minutes free consultation
<b>2. Wills, Trusts and Antenuptial Contracts</b> (Limit per benefit year per family unit)	R 500	
2.1 A will or a testamentary trust		See 3.5
2.2 An antenuptial contract		See 3.6
<b>3. Miscellaneous</b> (Limit per benefit year per family unit)	R 500	R 750
3.1 Application for late registration of birth		
3.2 Application for change of name		
3.3 Application to restore credit rating		
3.4 Advice, negotiating settlement and representation before any maintenance court hearing		
3.5 A will or a testamentary trust	See 2.1	
3.6 An antenuptial contract	See 2.2	
<b>4. Contractual actions</b> (Limit per benefit year per family unit) The institution or defence of legal proceedings by or against you in terms of a written contract including one appeal, one review or one rescission in respect of any resulting judgement	R20,000	R10,000
<b>5. Delictual civil actions</b> (Limit per benefit year per family unit) The institution or defence on your behalf of legal proceedings for a delictual action for damages, including one appeal, one review or one rescission in respect of any resulting judgement	R20,000	Not applicable
<b>6. Matrimonial actions</b> (Limited to one per five benefit years per family unit) Divorce: Obtaining a final decree of divorce	R20,000	R3,000 Waiting period 6 months from date of inception of policy



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# Perfect Delivery Insurance

## Annexure A - Plan C and D

	<b>Plan C</b>	<b>Plan D</b>
<b>Monthly premium</b>	<b>R35</b>	<b>R25</b>
<b>Limit of indemnity per benefit year</b>	<b>R20,000</b>	<b>R15,000</b>
<b>Benefit item</b>	<b>Indemnity limit</b>	<b>Indemnity limit</b>
<b>1. Preventative Law/Lawyer office work</b> (Contribution towards cost per incident) Advice, or the review, drafting or preparation of documents, including but not limited to affidavits, certificates, legal notices, powers of attorney or any other legal services required by you whether or not the matter is covered or excluded by this policy	30 minutes free consultation	30 minutes free consultation
<b>2. Wills, Trusts and Antenuptial Contracts</b> (Limit per benefit year per family unit)	R 500	
2.1 A will or a testamentary trust		See 3.5
2.2 An antenuptial contract		See 3.6
<b>3. Miscellaneous</b> (Limit per benefit year per family unit)	R 500	R 750
3.1 Application for late registration of birth		
3.2 Application for change of name		
3.3 Application to restore credit rating		
3.4 Advice, negotiating settlement and representation before any maintenance court hearing		
3.5 A will or a testamentary trust	See 2.1	
3.6 An antenuptial contract	See 2.2	
<b>4. Contractual actions</b> (Limit per benefit year per family unit) The institution or defence of legal proceedings by or against you in terms of a written contract including one appeal, one review or one rescission in respect of any resulting judgement	R20,000	R10,000
<b>5. Delictual civil actions</b> (Limit per benefit year per family unit) The institution or defence on your behalf of legal proceedings for a delictual action for damages, including one appeal, one review or one rescission in respect of any resulting judgement	R20,000	Not applicable
<b>6. Matrimonial actions</b> (Limited to one per five benefit years per family unit) Divorce: Obtaining a final decree of divorce	R20,000	R3,000 Waiting period 6 months from date of inception of policy