



## Your Business OUTsurance policy



### Welcome to Business OUTsurance, where ‘you always get something out’.

Business OUTsurance is a revolutionary product which gives businesses a range of unique benefits. Our cover is flexible and will suit your individual requirements. This way we ensure that you stay in control.

We pioneered the OUTbonus which is recognised as the reward for those who are claim free. We stand proud as the only company who pays your business for not claiming. We look forward to the day that you receive your OUTbonus.

This policy document forms an essential part of the set of documents we mailed to you. It defines the cover we provide under the following headings which are easily identified by the following points:

- ✓ **WHAT IS COVERED and**
- ✗ **WHAT IS NOT COVERED**

Examples are used to explain specific, practical ways in which the cover is applied.

This is a plain language document, ensuring that it is easy to read and conveys the details of your policy in the clearest possible way.

Please read through your policy wording, schedule and other documents you receive to make sure you understand the scope of your cover. Call us on **08 600 70 000** for any queries or to update your cover.

## **Contents**

---

<b>Your Business OUTsurance policy</b>	<b>3</b>
<b>SASRIA</b>	<b>12</b>
<b>Vehicle</b>	<b>13</b>
<b>Buildings</b>	<b>30</b>
<b>Contents</b>	<b>35</b>
<b>Electronic equipment</b>	<b>40</b>
<b>Stock</b>	<b>45</b>
<b>Stock in transit</b>	<b>49</b>
<b>Money</b>	<b>54</b>
<b>OUT-of-the-Office</b>	<b>57</b>
<b>Watercraft</b>	<b>61</b>
<b>Business interruption</b>	<b>64</b>
<b>Public liability</b>	<b>69</b>
<b>Employee dishonesty</b>	<b>79</b>
<b>Personal accident</b>	<b>81</b>
<b>Employer's liability</b>	<b>83</b>

# Your Business OUTsurance policy

## Your policy

---

This document together with your schedule, any written correspondence and verbal agreements, form the basis of the contract between you (the policy holder) and us.

It is important that you read and understand these documents and that you make sure that all the information supplied by you, or anyone acting on your behalf, is correct. This contract is based on the information provided during the application process which determines whether we cover you, the premium we charge and the terms and conditions applicable to your cover. If any information has been withheld or misrepresented, this will affect the validity of the agreement and the outcome of any claim. All premiums paid will be forfeited.

Before your cover starts, we will agree on the cover, premium, terms and conditions, start and payment dates. Your cover will start on the agreed upon starting date on the condition that the first premium is successfully paid and received.

## Premium payments

---

Your premiums must be paid by debit order on the agreed payment date and at the start of each period for which you want cover.

## Premium refunds

---

If the OUTsured vehicle or watercraft is written-off, stolen/hijacked without being recovered and is removed from cover after a claim is settled, there is no refund of the pro-rata portion of the monthly premium for the specific period for which that premium was paid.

## Premiums not paid

---

If the premium is not paid on the payment date, you have a 15-day grace period after which we will automatically deduct the premium from the same account to ensure continuous cover. If the premium is not paid within the grace period, you will have no cover for the period for which you did not pay. If your premiums are paid monthly, the grace period will only apply from the second month of cover.

Should you cancel or stop your debit order, it will be deemed that you have cancelled your cover and you will not enjoy the 15-day grace period. In the event that you reinstate your policy thereafter, your policy will be treated as a new policy and the grace period will only apply from the second month of cover thereafter.

The policy will end on the final day of the period for which the insured last paid premium.

## Policy cancellations

---

You may cancel your policy at any time and with immediate effect.

In the event we receive a written or verbal instruction from any person other than you to cancel your policy, we will first contact you telephonically to confirm the validity of the instruction before your policy is cancelled. If we are unable to contact you the policy will remain active.

We may cancel your policy by giving you 31 days notice.

Your policy will cancel when your:

- monthly premiums are not paid for two consecutive months, either on the payment dates or within the grace periods in those months
- annual premiums are not paid on the payment date or within the grace period.

The policy will end on the final day of the period for which you last paid your premium.

OUTsurance will cancel the policy with immediate effect when the insured or anyone acting on his/her behalf or in his/her interest, or employees, members, partners, directors, principles or any other person who is covered by this policy submitted any information or documentation during the application process that is in any way:

- fraudulent
- dishonest
- misrepresented
- misdescribed.

## Premium reviews

---

Premiums will be reviewed annually on the anniversary date of your policy.

## Policy changes

---

You may make changes to your policy at any time. Any change you make will be effective from the time and date agreed to.

We may change the terms and conditions of your policy by giving you 31 days notice.

In the event of any legislative changes which have a material impact on your policy or cover, we will make the required changes and notify you by providing reasonable notice.

## Your OUTbonus

---

The OUTbonus is a cash bonus that rewards you for not claiming. The OUTbonus cycle, including payment intervals and the appropriate percentages, is also shown on your schedule.

Your OUTbonus will be forfeited following the payment of any claim submitted for any incident, including any liability claim settled or where letters of demand or summonses are referred to us and the incident date falls within the appropriate OUTbonus cycle. Your new cycle will start immediately after the incident date for which the claim was settled.

Your OUTbonus cannot be reinstated even if a successful claims cost recovery is made.

E.g. Following repairs to your vehicle after it is involved in an accident, we attempt to recover the costs involved. We cannot recover the full costs which include the repair costs and the claims processing costs. The OUTbonus can therefore not be reinstated since we paid the claim and only recovered a portion of the cost.

Should you decide to withdraw a claim in order to protect your OUTbonus, your decision will remain final and cannot be altered should any subsequent claim be submitted. No claim will be settled retrospectively once your OUTbonus has been paid.

## Premium discounts

---

You may at any time provide us with the details of persons you consider will be interested in any of our and/or our related companies' long-term or short-term insurance products. We may then contact these persons and if it results in a policy being entered into between us and that person, we will give you a discount on your premium payment in the succeeding months. The amount of discount that you will be entitled to per successful referral is set out in your referral discount statement available on request.

Please note that this discounted months' premium will not have an effect in the calculation of your OUTbonus and the OUTbonus will be calculated as if the discount did not apply.

E.g. If your premium is R500 and you successfully refer a client to us and we then only collect R300 premium for the next month due to the discount, 10% of the full premium before discount (R500) will still be allocated to the OUTbonus. Therefore, R50 will go toward the OUTbonus, not R30 (10% of the discounted premium of R300).

## Your responsibilities

---

In order to have cover you need to:

- pay your premiums
- give us true and complete information when you apply for cover, submit a claim or make changes to your policy. This also applies when anyone else acts on your behalf or in your interest or your employees, members, partners, directors, principals and further to anyone who is covered in terms of this policy
- inform us immediately of any changes to your circumstances that may influence whether we give you cover, the conditions of cover or the premium we charge

E.g. If you sell your vehicle and buy another one, you need to inform us about the change before you can take delivery of this vehicle so that you can be certain that your vehicle is OUTsured by the time you drive off the showroom floor.

- comply with all the relevant statutory regulations and best practises that may be applicable to your business activities, employees, clients and goods, services and products manufactured or supplied

E.g. As the manufacturer of an energy sports drink you will have to ensure that the product is packaged and labelled properly, contains expiry dates, warnings, warranty, storage and use instructions. The statutory regulations may also require that you follow a strict quality control process and that you keep proper records.

- maintain and service all tools, machinery and equipment used in a sufficient condition according to the manufacturer's specifications to ensure that they are in a proper working condition at all times.

This includes any changes to any information:

- on your schedule
- about your financial position, or that of any member, partner or director, specifically relating to defaults, civil judgements, administration orders, sequestrations, liquidations and solvency of companies in which you have an interest
- about criminal convictions or charges for offences against you or any person covered under this policy.

## Claims

---

### Our responsibilities

We have the choice to settle your claim in any of the following ways:

- paying out cash to you
- repairing the damage at a repairer of our choice
- replacing the item at a supplier of our choice
- any combination of the above.

Where any item claimed for is financed, we will first pay the finance company. Where a claim is settled for lost or damaged items, these items become ours.

If we elect to repair we will only do so up to the maximum OUTsured value noted on your schedule for the specific section you are claiming under.

## Your responsibilities

You have certain responsibilities which are listed below. If you fail to meet these responsibilities, your claim may be rejected.

### Time periods

You need to:

- report your claim or any incident that might lead to a claim to us as soon as possible, but not later than 30 days, after any incident. This includes incidents for which you do not want to claim but which may result in a claim in the future

E.g. If your vehicle is involved in an accident with another vehicle and there is no apparent damage to either vehicle, we still want to know about this incident so that we can take steps to limit the effects of any claim which may be made by the other person.

- report any lost items, fire, theft, hijack (including attempted theft or attempted hijack) or damage caused intentionally to the police within 24 hours of the incident.

### Preventing loss or damage

Take reasonable, necessary steps to prevent or minimise loss, damage, injury or liability. This includes:

- maintaining the property/items in a fit and sound condition
- ensuring that all employees are competent to perform their work and are in possession of all certificates and necessary documents as required by law
- complying with all statutory requirements and manufacturer's recommendations
- correcting any defects in the property within a reasonable time after becoming aware of any faults.

### Correct information

You need to give:

- all information and documentation we require within the timeframe we set
- true and complete information to us and the authorities. We act on the information you give, therefore any information which is misleading, incorrect or false will prejudice the claims process.

### Proof of ownership

You need to:

- prove ownership and value of any item that you are claiming for
- make damaged items which you are claiming for available for inspection in order to substantiate the extent and nature of the damage.

### Unauthorised repairs or replacements

Before doing any non-emergency repairs or replacements you must first get our approval.

E.g. If for security reasons you need to replace a broken window after a hail storm, you may do so.

## Admitting guilt

Never admit guilt nor offer settlement to any other party involved in an incident in which you are involved. We will not be bound by any admission or offer you make to any person in relation to any incident.

E.g. If you are involved in an accident you may find yourself admitting blame for causing the accident to the other person involved. Your admission may prejudice any attempt to recover any money spent on repairing your vehicle.

## When we need your assistance

You need to comply with our reasonable instructions and requests. This also applies to your employees, members, partners, directors, principals.

E.g. After paying you for your stolen vehicle, we may need your assistance in identifying it should the police recover it.

## **Excess**

This is the amount you contribute for each and every claim and is noted on your schedule.

In the event of a claim the excess is payable upfront to the service provider.

E.g. If you claim after an accident, you pay the excess directly to the panel beater. You still need to pay the excess even though you did not cause the accident.

## **Dual insurance**

If there are any other insurance policies giving the same cover as in this policy we will pay our pro-rata portion of any claim. This does not apply to Personal Accident cover.

E.g. If you OUTsure an item for R200 000 and the same item is insured elsewhere for R200 000, we will only pay half and the other insurer will pay the other half when you claim.

## **We can act on your rights (Subrogation)**

When we settle your claim, we can act on your rights or obligations against other people to recover costs or to defend any claim they may have against you.

E.g. If you are involved in an accident caused by someone else, we will automatically try to recover your excess and the money that we paid in settlement of your claim from this person.

## **Disputed claims**

In terms of the Policy Holder Protection Rules, if you dispute the outcome of your claim you have 90 days from the day you are first informed of the outcome to notify us about your objection. Immediately following this you have a further six months within which to serve a summons on us. If you do not do so within this period, your right to challenge the decision is forfeited.

## Fraud or dishonesty

We have a responsibility to all our policy holders to ensure that fraudulent claims are eliminated in order to keep premiums as competitive as possible. If your claim is rejected for such a reason you will need to reimburse us for any expenses we incur relating to the claim. If you or anyone acting on your behalf or in your interest or your employees, members, partners, directors, principals or any person or employee covered by this policy submits a claim, or any information or documentation relating to any claim that is in any way fraudulent, dishonest or inflated, we will reject that entire claim and cancel your policy retrospectively to the reported incident date or the actual incident date, whichever date is earliest.

## Sharing of information

We respect the confidentiality of your information. In order to ensure sound insurance practices and prevent insurance fraud we confirm and disclose information relating to claims, insurance and financial history with other insurers, government bodies and credit bureaus. This is applicable to anyone who is covered under this policy. By entering into this policy, you agree to be bound by our privacy policy which is [available on our website](#). If you are not willing for this information to be confirmed or disclosed or to be bound by our privacy policy we will not be able to provide you with cover. For more information relating to our privacy policy, we request that you [visit our website](#).

## What is not covered under your policy

---

This policy does not cover any loss, damage, liability or injury directly or indirectly arising from any of the following:

### ✘ War and public disorder

This policy does not cover any legal liability, loss of or damage to property directly or indirectly caused by:

- civil commotion, labour disturbances or public disorder or attempt threat
- war, or war-like acts or attempt threat
- military uprisings, usurped power, rebellion or revolution or attempt threat; or
- any act or attempt of terrorism by any person or group, whether acting alone or under instruction.

### ✘ Confiscated property

Property that has been legally detained or confiscated.

### ✘ Pollution or contamination

Pollution, contamination or seepage.

Legal liability, loss or damage directly or indirectly caused by:

- ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
- nuclear material, nuclear fission or fusion, nuclear radiation;
- nuclear explosives or any nuclear weapon; and/or
- nuclear waste in whatever form.

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

### ✘ Programmes and data

Electronic programmes, data or unlicensed software, unless specifically noted.



### ✘ Excluded perils

This policy does not cover any loss or damage:

- directly or indirectly caused by any cause that was not sudden and unforeseen
- directly or indirectly caused by:
  - inherent vice or defect, gradual deterioration, including rising damp, wear-and-tear, rust and mildew or fading
  - a rise in the underground water table or pressure caused by it
  - defective lubrication or lack of oil or coolant
  - mechanical-, electrical-, electronic breakdown, defect or failure
  - servicing, maintenance, cleaning, repairing ,dyeing, restoring, bleaching or alteration; and/or
  - pests or insects
- to consumable parts or parts with a limited lifespan
- recoverable under any maintenance or lease agreement
- occurring while any item is undergoing tests of any kind or is deliberately overloaded or is being used in a manner for any purpose other than that for which it is designed.

### ✘ Insects and pests

Damage caused by insects or pests.

### ✘ Contracts or agreements

- breach of contract or agreement
- liability arising from a contract or agreement unless you would have had the same liability had you not entered into the contract or agreement.

### ✘ Selling your possessions

When selling your possessions, you need to have prior confirmation by your bank that valid and legal payment for the sale has been made and cleared by your bank before giving the property to the other person.

E.g. People sometimes “buy” items using false cheques or counterfeit money or by presenting a false proof of payment. In order to avoid becoming a victim of this kind of theft, you need to make sure that your bank confirms the payment before you give the item to the other person.

### ✘ Consequential loss

Any consequential loss or damage; that is any loss or damage not directly caused by an OUTsured peril. Some consequential losses can be covered and are specifically noted.

E.g. The loss of use of your car following an accident and while it is being repaired is not automatically covered. The Car Hire option is available, and if selected we will indemnify you by covering the costs of the hired car from an OUTsurance approved service provider as a means of alternate transport.

### ✘ Illegal activities

The use of the OUTsured property for, or in connection with, the commission of any offence. This includes any incident relating to obtaining, using or soliciting narcotics.

✘ Optional cover not automatically included

Where optional cover is available under certain sections it is automatically excluded unless the optional cover was selected and it was included on your schedule.

✘ Plants and animals

Unless otherwise stated elsewhere in this document, damage or injury to plants and animals is not covered.

✘ Existing damage

Any existing damage which occurred prior to the incident or prior to when your cover started.

✘ Counterfeit or stolen goods

Loss or damage to any counterfeit or stolen goods.

✘ Cyber Event

This policy does not cover any losses or damages whatsoever directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a cyber event or cyber-attack including, but not limited to:

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

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.

A cyber event, is defined as any event that adversely affects or has the potential to affect the confidentiality, integrity or availability of sensitive information and systems. A cyber event includes any cyber-attack, which is defined as an attempt by hackers to steal data, damage or destroy a computer network or system.

✘ Cyber terrorism

This policy does not cover any legal liability, loss or damage directly or indirectly caused by cyber attacks, hacking or cyber terrorism.

✘ Kidnap, ransom and extortion

This policy does not cover legal liability, loss or damage directly or indirectly caused by kidnap, ransom and extortion.

✘ Intellectual property infringement

This policy does not cover legal liability, loss or damage directly or indirectly caused by intellectual property infringements.

✘ Magnetic, electric and electromagnetic fields

This policy does not cover legal liability, loss or damage directly or indirectly caused by the exposure to magnetic, electric and/or electromagnetic fields or radiation either directly or indirectly caused and/or generated.

✘ Toxic mould

This policy does not cover legal liability, loss or damage directly or indirectly caused by toxic mould and their mycotoxins.

✘ Communicable Disease

This policy does not cover any loss, damage or liability directly or indirectly caused by, as a result of or contributed to by a communicable disease, or any actions or measures taken or implemented by anyone in response thereto, including but not limited to, any governmental body.

A Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism, including but not limited to any form of Corona viruses or Influenza viruses.

✘ Asbestos

This policy does not cover any legal liability, loss or damage directly or indirectly caused by the hazardous nature of asbestos in whatever form or quantity.

✘ Silicosis

This policy does not cover legal liability, loss or damage directly or indirectly caused by the inhalation of crystalline silica dust.

✘ Nuclear

This policy does not cover any legal liability, loss or damage directly or indirectly caused by:

- ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel
- nuclear material, nuclear fission or fusion, nuclear radiation
- nuclear explosives or any nuclear weapon; and/or
- nuclear waste in whatever form.

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

✘ Theft by false pretences

This policy does not cover loss, damage or liability arising from theft by false pretences, scams or the fraudulent act or representation of a third party.

✘ Electricity grid failure or interruption

This policy does not cover any loss, damage or liability directly or indirectly caused by a total or partial interruption, interference, failure or suspension of the supply of electricity or restoration thereof.

This exclusion does not apply to power surge events resulting from load shedding. Load shedding is defined as scheduled electricity supply interruptions implemented by any party other than the insured, implemented in phases, which does not affect a whole municipality, province or country simultaneously.

## SASRIA

---

Cover is provided by South African Special Risk Insurance Association (SASRIA) and only applies if it is noted on the schedule. SASRIA is the only non-life insurer that provides cover against risks such as civil commotion, public disorder, strikes, riots and terrorism.

It is a condition of cover that the insured, and anyone covered under the OUTsurance policy, must comply with its terms and conditions in order to be covered by SASRIA. The relevant policy wordings are available on SASRIA's official website ([www.sasria.co.za](http://www.sasria.co.za)).

## Vehicle

---

### What does Vehicle refer to?

Vehicle refers to any South African registered passenger vehicle, light delivery vehicle (LDV), commercial vehicle, motorcycle, caravan or trailer as well as agricultural, construction and material handling vehicles. Any standard factory fitted vehicle sound equipment and accessories fitted to passenger vehicles, LDVs and commercial vehicles are automatically covered.

The vehicle that you have OUTsured is noted on your schedule.

✘ Vehicles transporting hazardous goods are not covered.

### The OUTsured value

The OUTsured value noted on your schedule is the maximum amount we will pay for any claim, less the excess and any dual insurance, betterment or depreciation.

If the vehicle is financed, we will first pay the outstanding settlement amount to the finance company up to the maximum amount of the OUTsured value, excluding:

- any early settlement penalties
- additional finance charges
- any arrear instalments and interest.

We will pay you the difference if the settlement amount is less than the OUTsured value, less the applicable excess and the charges stated above.

We consider the values provided by the Auto Dealer's Guide to determine the OUTsured value of your vehicle and its accessories. Your vehicle can be OUTsured for one of the following values:

- retail value
- market value (the average between the vehicle's retail and trade values)
- nominated value, which applies to:
  - collectors vehicles where OUTsurance require a valuation from a suitable source.
  - vehicles not listed in the Auto Dealer's Guide. We will establish the reasonable value as the average retail value obtained from the motor dealer market for a similar vehicle of the same make and model in similar condition at the time of the loss or damage. If such values are not available, the reasonable value will be calculated by deducting from the current new replacement value of the nearest equivalent, an amount of 20% in the first year and 10% per year for each subsequent year, based on the reducing balance method, from the first date of purchase, subject to a maximum deduction of 60%.

If a previously rebuilt (code 3) vehicle is a total loss following a claim due to any insured peril, the claim settlement will be adjusted to 70% of the insured value.

### Vehicle drivers

You can OUTsure your vehicle for any one of the following:

#### Single regular driver

This is the person who drives the vehicle on a regular basis in any monthly period.

By specifying a single regular driver, you confirm that no other person drives the vehicle on a regular basis.

E.g. The owner is noted as the single regular driver of a vehicle. A colleague may drive the vehicle occasionally, but not on a regular basis.

## Multiple regular drivers

You can specify up to three drivers who all use the vehicle on a regular basis in any monthly period.

## Pool vehicle

A pool vehicle is a vehicle with no specific regular drivers, as the vehicle is used randomly by more than three drivers in any monthly period.

## Vehicle use

Your vehicle can be OUTsured for either private use or business use.

**Private use** is for private or social purposes, including driving between your home and regular place of work.

**Business use** includes private use with additional cover for instances where the vehicle forms an essential part of the performance of any work or function or where the vehicle is used in the course of your business operations.

E.g. Typical examples of where you would need to OUTsure your vehicle for business use are:

- external sales, such as representatives and estate agents
- client servicing, such as external consulting and client liaison
- delivering any commodity.

The use that you chose is noted on your schedule. In order to have cover, it is vital that you OUTsure your vehicle for the correct use.

E.g. A vehicle that is being used for business purposes has a greater chance of being stolen or involved in an accident as it is usually on the road more often and in a greater variety of areas than a vehicle used for private purposes. Therefore the premium for a vehicle being used for business purposes is higher compared to the same vehicle used for private purposes.

## In which countries are you covered?

Your cover is valid in South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe when used for private purposes.

If your vehicle is OUTsured for business use, it is not covered while being used for business purposes outside South Africa, unless you have selected the specific optional cover for business use in countries outside South Africa. It will still be covered when used for private purposes.

E.g. If your vehicle is OUTsured for business use and you go on holiday to Botswana where you have an accident, the damage is covered. However, if you are doing business at the time, the damage is not covered unless you have selected the optional cover.

## Your responsibilities

In order to have continuous cover and a valid claim, you need to adhere to the following:

### Preventing loss or damage

Take reasonable, necessary steps to prevent or minimise loss, damage, injury or liability.

E.g. Your vehicle is involved in an accident where the oil sump is damaged. Yet, despite the oil level warning light coming on, you continue driving, although circumstances reasonably allowed you to stop driving, and this causes engine damage. The damage to the engine is not covered.

### Repairs and replacements

Any repairs or replacements must be completed within six months of your claim being settled.

### Driver's responsibilities

Anyone driving the vehicle must adhere to the terms and conditions of this policy.

E.g. If one of your employees drives your vehicle and is involved in an accident while under the influence of alcohol, there may be no cover. The driver of the vehicle is bound to the terms of this policy similar to you.

### Important changes

Inform us immediately if:

- the address where the vehicle is kept overnight, as noted on your schedule, changes
- the regular driver changes
- the use of the vehicle changes.

## Vehicle cover

You can OUTsure your vehicle for any one of the following:

- Comprehensive cover
- Limited cover (third party, fire and theft)
- Liability to other parties.

## Comprehensive cover

You are covered for accidental damage to your own vehicle as well as damage to other people's property. Your vehicle is also covered for theft and hijack.

### What is covered under Comprehensive cover

---

#### ✓ Loss of or damage to the vehicle

Loss or damage caused:

- in an accident or intentionally (including theft, hijacking, attempted theft or attempted hijacking)
- by fire, explosion, earthquake, storm, hail, flood, freezing or snow
- animals (excluding domestic animals).

#### ✓ Towing and storage

The reasonable costs to store or to tow the vehicle to the nearest repairer, following an incident for which you can claim.

✓ Medical expenses

Following an incident for which you can claim, we will pay the medical expenses incurred by any passenger of the vehicle. The maximum amount that you can claim for per incident is noted on your schedule.

✓ Wreckage removal

Following an incident for which you can claim, the costs incurred for the removal of the wreckage.

✓ Loss or damage to vehicle keys

- Lost or stolen vehicle keys are part of our standard vehicle cover.
- Lost or stolen vehicle keys will be covered in full subject to the standard vehicle excess.
- Damage to vehicle keys will not be covered where the damage did not occur as part of a normal covered event.
- For a lower excess the vehicle keys can be specified as accessories.

✓ Vehicle in possession of another party selling it on the insured's behalf

The vehicle is in the possession of another party who is selling it on the insured's behalf.

✓ Liability to other people

You or any person driving the insured vehicle will be covered for legal liability following a vehicle accident which causes damage to other people's property, provided that any person driving the vehicle:

- drives with the permission of the insured or the regular driver;
- has not previously been cancelled, refused cover or advised to arrange alternative insurance by any vehicle insurer; and
- does not enjoy similar liability cover elsewhere.

This includes legal costs which someone else can recover from you and which we agree to pay in order to settle or defend a claim against you. The maximum amount that you can claim for is noted on your schedule. The accident must involve:

- the OUTsured vehicle, or
- any vehicle being towed by the OUTsured vehicle, or
- a vehicle not owned by any of the drivers listed above.

✗ You are not covered for legal liability following damages to property belonging to members of the driver's household.

## What is not covered under Liability to other people cover

✗ Liability for death and bodily injury

Liability for death and bodily injury is covered by the Road Accident Fund inside South Africa. It is advisable to purchase cover for liability for death and bodily injury when travelling outside South Africa. Country specific cover is often compulsory and available when entering countries.

✗ Loss of or damage to property

Liability for loss of or damage to:

- the property owned by you or in your control
- the property owned by any member of your household (in the case of home-businesses)



- a vehicle being driven by you, the regular driver, any of your employees or members of your household. Loss or damage to these vehicles will only be covered if it is specifically insured for loss or damage with OUTsurance
  - property being conveyed by, loaded from or loaded onto a vehicle
  - a vehicle being towed by the OUTsured vehicle
  - any viaduct bridge or weighbridge or to any road caused by vibration or by the weight of any insured vehicle or load carried by the insured vehicle.
- ✘ Tools of trade

Liability arising from the operation, demonstration or use of any tool of trade attached to the vehicle (for purposes other than maintenance or repair of the vehicle), or anything manufactured by or contained in the tool.

E.g. You have a hoist attached to your LDV which you use to move paving tiles. Any liability arising from the use of this tool of trade needs to be covered under the Public Liability section.

✘ Liability where your vehicle claim was rejected

Any incident which causes damage to other people's property or injury to them and where the claim for loss of or damage to the vehicle itself is not covered.

E.g. If the driver is under the influence of alcohol and causes an accident and we reject the claim for damage to the vehicle, any liability claim for damage to the other person's property will also be rejected.

✘ Cover given by legislation or other insurance contracts

Liability which is covered by:

- any compulsory motor vehicle insurance Act
- the Occupational Health and Safety Act
- the Compensation for Occupational Injuries and Diseases Act
- any other insurance or OUTsurance contract.

## Optional cover

The following is only covered if it is noted on your schedule and the additional premium is charged:

✓ Non-standard vehicle sound equipment and accessories

Loss or damage to:

- factory fitted sound equipment and accessories

Any standard factory fitted sound equipment and vehicle accessories to motorcars, LDVs and motorcycles are automatically covered under standard Vehicle cover because it is included in the value of the vehicle. Accessories fitted to caravans and trailers are also covered if they are included in the OUTsured value. The basic vehicle excess will still be payable for any claims under the Vehicle section of the policy. You can however specify the sound equipment and vehicle accessories under the optional cover and then the lower sound equipment and accessories excess is payable.

- non-factory fitted sound equipment and accessories

Any non-factory fitted sound equipment and vehicle accessories items such as mag rims, boot spoilers and cell phone car kits need to be specified under the optional cover. You will enjoy no cover for these items if not specified. Items that are occasionally in the vehicle need to be OUTsured under Out-of-the-Office cover.

E.g. Items such as canopies, cranes, truck buckets, body alterations, load bodies, built-in two-way radios, built-in GPS navigation devices and vehicle sign writing need to be specified under the optional cover.

#### ✓ Car hire

Following an incident for which you have had a valid claim, we will indemnify you by covering the costs of a hired car, obtained from an OUTsurance approved service provider, where your vehicle:

- is damaged and being repaired
- is damaged and not drivable
- is stolen or hijacked.

The hired car is available for a maximum period of 30 days or until your claim is finalised if it is within the 30 day period.

You will need to pay:

- the fuel deposit, running costs, the collection and delivery fees
- the excess in the event of a claim for loss of or damage to the hired vehicle.

#### ✓ Business use in countries outside South Africa

Following an incident for which you can claim, you are covered when the vehicle is used for business purposes while travelling in Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe.

#### ✓ Business use outside South Africa - additional countries

Following an incident for which you can claim you are also covered when the vehicle is used for any business purposes while travelling in The Democratic Republic of the Congo (in all areas south of and inclusive of Kolwezi), Kenya, Tanzania, Uganda, Rwanda, Burundi, Angola and Zambia.

#### ✓ OUT-in-Africa

Refer to the OUT-in-Africa attachment to your schedule.

#### ✓ Vehicle credit shortfall

You have a credit shortfall when the amount you owe in terms of a finance agreement (as defined in the Credit Agreements Act) with a finance company exceeds the OUTsured value we pay to settle a claim.

E.g. If your vehicle is stolen and we pay R100 000, which is your vehicle's OUTsured value, and you owe your bank R120 000 in terms of a finance agreement, we will deduct the excess and settle the difference by paying it to the bank. Any non-standard accessories must be specified for it to be covered.

The vehicle must:

- be uneconomical to repair
- have been stolen or hijacked and not recovered.

## What is not covered under Vehicle credit shortfall

- ✘ Any refundable amounts added to your finance agreement over and above the purchase price of the vehicle. This includes insurance premiums, motor warranties and maintenance programmes which must be refunded to you by the company that administers the policy or warranty.
- ✘ The credit shortfall on vehicle sound equipment or non-standard vehicle accessories which are not specified on your schedule and which form part of the finance agreement.
- ✘ The excess on your vehicle claim, arrear instalments due and interest on them, any amounts added to the principle debt after the commencement of the finance agreement and any early settlement penalties.
- ✘ Any finance agreement where the amount of any single instalment differs by more than 10% from any other instalment (except for any final residual payments).
- ✘ Any shortfall resulting from re-advances under an instalment sale or re-financing in terms of a lease.

### ✓ Passenger liability

Passenger liability covers you against legal liability following an accident anywhere in South Africa involving the OUTsured vehicle, including getting on or off the vehicle, which causes death or bodily injury to fare-paying passengers. This includes legal costs which someone else can recover from you and which we agree to pay in order to settle or defend a claim against you. The maximum amount that you can claim for per incident, irrespective of the number of passengers, is noted on your schedule.

- ✘ There is no passenger liability cover:
  - for death or bodily injury suffered by members of your household, the regular driver or any of your employees, any person in or on a vehicle that is being towed and any passenger in the vehicle who is not in a permanently enclosed compartment designed by the original vehicle manufacturer to carry passengers other than purpose built game viewing vehicles
  - where liability cover is provided by any compulsory motor vehicle insurance Act, The Road Accident Fund Act, The Occupational Health and Safety Act, The Compensation for Occupational Injuries and Diseases Act and any other insurance contract
  - where your vehicle claim was rejected: any incident which causes death or bodily injury to fare-paying passengers and where the claim for loss of or damage to the vehicle itself is not covered

E.g. If the driver is under the influence of alcohol and causes an accident and we reject the claim for damage to the vehicle, any liability claim for fare-paying passengers will also be rejected.

- for emotional shock.

### ✓ Vehicle Loss of Use

Following an incident for which you have had a valid claim, we will indemnify you for the financial damage suffered caused by the loss of use until your claim is finalised but for a maximum period of 45 days.

Provided that:

- where the vehicle is declared a total loss (the vehicle is uneconomical to repair or has been stolen or hijacked and not recovered) or recovered with no damage, the cover starts once the claim is reported to OUTsurance. Cover ends once the claim is settled;

- where the vehicle is damaged, the cover starts once the authorised repairer takes delivery of the vehicle to do the repair work. Cover ends once the repairs are completed;
- where the vehicle is stolen or hijacked and recovered with damage, the cover starts once the claim is reported to OUTsurance. Cover ends once the repairs are completed;
- in the event that the insured delays the submission of claim documents, or in any other way delay the normal claims handling process, OUTsurance reserves the right to review the period of cover;
- a time excess of 24 hours will apply;
- OUTsurance's liability under this extension shall not exceed the maximum daily limit as noted in the schedule.

## **What is not covered under Comprehensive cover**

---

### **✘ Driving without a valid driver's licence**

If you, members of your household or anyone with your consent or knowledge, or the consent or knowledge of members of your household, drives the vehicle:

- without a valid driver's licence or permit for the specific vehicle type. If the driver lives outside South Africa, the permit must be issued in the country where the person lives. According to South Africa's National Road Traffic Act, the permit is a requirement in South Africa even though it may not be needed in the country where the driver lives
- with a foreign licence unless the driver has a valid International Driving Permit or a valid driver's licence issued in the driver's country. The licence must be in English (or translated into English by the authorities of that country), with a photo of the driver and it must be for an equivalent vehicle in South Africa. Any person living in South Africa permanently must get a South African driver's licence within five years of becoming a permanent resident. If the foreign licence is a provisional or learner's licence, the person must get a valid South African driver's licence.

### **✘ Driving under the influence**

If you, members of your household or anyone with your knowledge or consent, or the knowledge or consent of members of your household, who drives the vehicle:

- is under the influence of alcohol or drugs
- has a concentration of alcohol in the blood exceeding the legal limit or fails a breathalyser test
- refuses to give either a breath or blood sample
- unlawfully consumes any intoxicating liquor or drug having a narcotic effect after an accident.

### **✘ Hazardous goods**

Where the vehicle is transporting any hazardous goods or carrying explosives except if specifically noted in the schedule.

### **✘ Racing or competition**

Where the vehicle is used for racing or competition.

### **✘ Unroadworthy or overloaded vehicle**

Where the vehicle is:

- involved in an accident and it does not meet the roadworthy requirements as stated by road traffic legislation
- carrying or towing passengers, a load of goods or vehicles exceeding the capacity for which it was constructed or licensed to carry.

✘ Intentional loss or damage

Loss of or damage to your vehicle:

- caused intentionally by you, members of your household, or
- which occurs with your consent or knowledge, or the consent or knowledge of members of your household.

✘ Unlawfully leaving the scene of an accident

If the vehicle is involved in an accident and you, members of your household or anyone with your knowledge or consent, or the knowledge or consent of members of your household, who drove the vehicle then leaves the scene of the accident unlawfully.

## Limited cover

You are covered for damage to your own vehicle caused by fire as well as damage to other people's property. Your vehicle is also covered for theft and hijack. Accidental damage to your own vehicle is not covered.

### What is covered under Limited cover

---

✓ Loss of or damage to the vehicle

Loss or damage caused by:

- fire
- theft or hijack (including attempted theft or attempted hijacking) of the vehicle itself.

✓ Towing and storage

The reasonable costs to store or tow the vehicle to the nearest repairer, following an incident for which you can claim.

✓ Medical expenses

Following an incident for which you can claim, we will pay the medical expenses incurred by any passenger of the vehicle. The maximum amount that you can claim for per incident is noted on your schedule.

✓ Wreckage removal

Following an incident for which you can claim, the costs incurred for the removal of the wreckage.

✓ Loss or damage to vehicle keys

- Lost or stolen vehicle keys are part of our standard vehicle cover.
- Lost or stolen vehicle keys will be covered in full subject to the standard vehicle excess.
- Damage to vehicle keys will not be covered where the damage did not occur as part of a normal covered event.
- For a lower excess the vehicle keys can be specified as accessories.

✓ Vehicle in possession of another party selling it on the insured's behalf

The vehicle is in the possession of another party who is selling it on the insured's behalf.

✓ Liability to other people

You or any person driving the insured vehicle will be covered for legal liability following a vehicle accident which causes damage to other people's property, provided that any person driving the vehicle:

- drives with the permission of the insured or the regular driver

- has not previously been cancelled, refused cover or advised to arrange alternative insurance by any vehicle insurer, and
- does not enjoy similar liability cover elsewhere.

This includes legal costs which someone else can recover from you and which we agree to pay in order to settle or defend a claim against you. The maximum amount that you can claim for is noted in your schedule.

The accident must involve:

- the OUTsured vehicle, or
  - any vehicle being towed by the OUTsured vehicle, or
  - a vehicle not owned by any of the drivers listed above.
- ✘ You are not covered for legal liability following damages to property belonging to members of the driver's household.

### **What is not covered under Liability to other people cover**

---

✘ Liability for death and bodily injury

Liability for death and bodily injury is covered by the Road Accident Fund inside South Africa. It is advisable to purchase cover for liability for death and bodily injury when travelling outside South Africa. Country specific cover is often compulsory and available when entering countries.

✘ Loss of or damage to property

Liability for loss of or damage to:

- the property owned by you or in your control
- the property owned by any member of your household (in the case of home-businesses)
- a vehicle being driven by you, the regular driver, any of your employees or members of your household. Loss or damage to these vehicles will only be covered if it is specifically insured for loss or damage with OUTsurance
- property being conveyed by, loaded from or loaded onto a vehicle
- a vehicle being towed by the OUTsured vehicle
- any viaduct bridge or weighbridge or to any road caused by vibration or by the weight of any insured vehicle or load carried by the insured vehicle.

✘ Tools of trade

Liability arising from the operation, demonstration or use of any tool of trade attached to the vehicle (for purposes other than maintenance or repair of the vehicle), or anything manufactured by or contained in the tool.

E.g. You have a hoist attached to your LDV which you use to move paving tiles. Any liability arising from the use of this tool of trade needs to be covered under the Public Liability section.

✘ Liability where your vehicle claim was rejected

Any incident which causes damage to other people's property or injury to them and where the claim for loss of or damage to the vehicle itself is not covered.

E.g. If the driver is under the influence of alcohol and causes an accident and we reject the claim for damage to the vehicle, any liability claim for damage to the other person's property will also be rejected.

## ✘ Cover given by legislation or other insurance contracts

Liability which is covered by:

- any compulsory motor vehicle insurance Act
- the Occupational Health and Safety Act
- the Compensation for Occupational Injuries and Diseases Act
- any other insurance or OUTsurance contract.

## Optional cover

The following is only covered if it is noted on your schedule and the additional premium is charged:

### ✓ Non-standard vehicle sound equipment and accessories

Loss or damage to:

- factory fitted sound equipment and accessories

Any standard factory fitted sound equipment and vehicle accessories to motorcars, LDVs and motorcycles are automatically covered under standard Vehicle cover because it is included in the value of the vehicle. Accessories fitted to caravans and trailers are also covered if they are included in the OUTsured value. The basic vehicle excess will still be payable for any claims under the Vehicle section of the policy. You can however specify the sound equipment and vehicle accessories under the optional cover and then the lower sound equipment and accessories excess is payable.

- non-factory fitted sound equipment and accessories

Any non-factory fitted sound equipment and vehicle accessories items such as mag rims, boot spoilers and cell phone car kits need to be specified under the optional cover. You will enjoy no cover for these items if not specified. Items that are occasionally in the vehicle need to be OUTsured under Out-of-the-Office cover.

E.g. Items such as canopies, cranes, truck buckets, body alterations, load bodies, built-in two-way radios, built-in GPS navigation devices and vehicle sign writing need to be specified under the optional cover.

### ✓ Car hire

Following an incident for which you have had a valid claim, we will indemnify you by covering the costs of a hired car, obtained from an OUTsurance approved service provider, where your vehicle:

- is damaged and being repaired
- is damaged and not drivable
- is stolen or hijacked.

The hired car is available for a maximum period of 30 days or until your claim is finalised if it is within the 30 day period.

You will need to pay:

- the fuel deposit, running costs, the collection and delivery fees
- the excess in the event of a claim for loss of or damage to the hired vehicle.

### ✓ Business use in countries outside South Africa

Following an incident for which you can claim, you are covered when the vehicle is used for business purposes while travelling in Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe.

✓ Business use outside South Africa - additional countries

Following an incident for which you can claim you are also covered when the vehicle is used for any business purposes while travelling in The Democratic Republic of the Congo (in all areas south of and inclusive of Kolwezi), Kenya, Tanzania, Uganda, Rwanda, Burundi, Angola and Zambia.

✓ OUT-in-Africa

Refer to the OUT-in-Africa attachment to your schedule.

✓ Passenger liability

Passenger liability covers you against legal liability following an accident anywhere in South Africa involving the OUTsured vehicle, including getting on or off the vehicle, which causes death or bodily injury to fare-paying passengers. This includes legal costs which someone else can recover from you and which we agree to pay in order to settle or defend a claim against you. The maximum amount that you can claim for per incident, irrespective the number of passengers, is noted on your schedule.

✗ There is no passenger liability cover:

- for death or bodily injury suffered by members of your household, the regular driver or any of your employees, any person in or on a vehicle that is being towed and any passenger in the vehicle who is not in a permanently enclosed compartment designed by the original vehicle manufacturer to carry passengers other than purpose built game viewing vehicles
- where liability cover is provided by any compulsory motor vehicle insurance Act, The Road Accident Fund Act, The Occupational Health and Safety Act, The Compensation for Occupational Injuries and Diseases Act and any other insurance contract
- where your vehicle claim was rejected: any incident which causes death or bodily injury to fare-paying passengers and where the claim for loss of or damage to the vehicle itself is not covered

E.g. If the driver is under the influence of alcohol and causes an accident and we reject the claim for damage to the vehicle, any liability claim for fare-paying passengers will also be rejected.

- for emotional shock.

✓ Vehicle Loss of Use

Following an incident for which you have had a valid claim, we will indemnify you for the financial damage suffered caused by the loss of use until your claim is finalised but for a maximum period of 45 days.

Provided that:

- where the vehicle is declared a total loss (the vehicle is uneconomical to repair or has been stolen or hijacked and not recovered) or recovered with no damage, the cover starts once the claim is reported to OUTsurance. Cover ends once the claim is settled;
- where the vehicle is damaged, the cover starts once the authorised repairer takes delivery of the vehicle to do the repair work. Cover ends once the repairs are completed;
- where the vehicle is stolen or hijacked and recovered with damage, the cover starts once the claim is reported to OUTsurance. Cover ends once the repairs are completed;
- in the event that the insured delays the submission of claim documents, or in any other way delay the normal claims handling process, OUTsurance reserves the right to review the period of cover;



- a time excess of 24 hours will apply;
- OUTsurance's liability under this extension shall not exceed the maximum daily limit as noted in the schedule.

## **What is not covered under Limited cover**

---

### **x** Driving without a valid driver's licence

If you, members of your household or anyone with your consent or knowledge, or the consent or knowledge of members of your household, drives the vehicle:

- without a valid driver's licence or permit for the specific vehicle type. If the driver lives outside South Africa, the permit must be issued in the country where the person lives. According to South Africa's National Road Traffic Act, the permit is a requirement in South Africa even though it may not be needed in the country where the driver lives
- with a foreign licence unless the driver has a valid International Driving Permit or a valid driver's licence issued in the driver's country. The licence must be in English (or translated into English by the authorities of that country), with a photo of the driver and it must be for an equivalent vehicle in South Africa. Any person living in South Africa permanently must get a South African driver's licence within five years of becoming a permanent resident. If the foreign licence is a provisional or learner's licence, the person must get a valid South African driver's licence.

### **x** Driving under the influence

If you, members of your household or anyone with your knowledge or consent, or the knowledge or consent of members of your household, who drives the vehicle:

- is under the influence of alcohol or drugs
- has a concentration of alcohol in the blood exceeding the legal limit or fails a breathalyser test
- refuses to give either a breath or blood sample
- unlawfully consumes any intoxicating liquor or drug having a narcotic effect after an accident.

### **x** Hazardous goods

Where the vehicle is transporting any hazardous goods or carrying explosives except if specifically noted in the schedule

### **x** Racing or competition

Where the vehicle is used for racing or competition.

### **x** Unroadworthy or overloaded vehicle

Where the vehicle is:

- involved in an accident and it does not meet the roadworthy requirements as stated by road traffic legislation
- carrying or towing passengers, a load of goods or vehicles exceeding the capacity for which it was constructed or licensed to carry.

### **x** Intentional loss or damage

Loss of or damage to your vehicle:

- caused intentionally by you, members of your household, or
- which occurs with your consent or knowledge, or the consent or knowledge of members of your household.

**x** Unlawfully leaving the scene of an accident

If the vehicle is involved in an accident and you, members of your household or anyone with your knowledge or consent, or the knowledge or consent of members of your household, who drove the vehicle then leaves the scene of the accident unlawfully.

## Liability to other people cover

You are covered for liability to other people where a vehicle accident caused damage to other people's property.

### What is covered under Liability to other people cover

---

**✓** Damage to other people's property

You or any person driving the insured vehicle will be covered for legal liability following a vehicle accident which causes damage to other people's property, provided that any person driving the vehicle:

- drives with the permission of the insured or the regular driver;
- has not previously been cancelled, refused cover or advised to arrange alternative insurance by any vehicle insurer; and
- does not enjoy similar liability cover elsewhere.

This includes legal costs which someone else can recover from you and which we agree to pay in order to settle or defend a claim against you. The maximum amount that you can claim for is noted on your schedule.

The accident must involve:

- the OUTsured vehicle, or
- any vehicle being towed by the OUTsured vehicle, or
- a vehicle not owned by any of the drivers listed above.

**x** You are not covered for legal liability following damages to property belonging to members of the driver's household.

## Optional cover

The following is only covered if it is noted on your schedule and the additional premium is charged:

**✓** Business use in countries outside South Africa

Following an incident for which you can claim, you are covered when the vehicle is used for business purposes while travelling in Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe.

**✓** Business use outside South Africa - additional countries

Following an incident for which you can claim you are also covered when the vehicle is used for any business purposes while travelling in The Democratic Republic of the Congo (in all areas south of and inclusive of Kolwezi), Kenya, Tanzania, Uganda, Rwanda, Burundi, Angola and Zambia.

**✓** Passenger liability

Passenger liability covers you against legal liability following an accident anywhere in South Africa involving the OUTsured vehicle, including getting on or off the vehicle, which causes death or bodily injury to fare-paying passengers. This includes legal costs which someone else can recover from you and which we agree to pay in order to settle or defend a claim

against you. The maximum amount that you can claim for per incident, irrespective the number of passengers, is noted on your schedule.

- ✘ There is no passenger liability cover:
  - for death or bodily injury suffered by members of your household, the regular driver or any of your employees, any person in or on a vehicle that is being towed and any passenger in the vehicle who is not in a permanently enclosed compartment designed by the original vehicle manufacturer to carry passengers other than purpose built game viewing vehicles
  - where liability cover is provided by any compulsory motor vehicle insurance Act, The Road Accident Fund Act, The Occupational Health and Safety Act, The Compensation for Occupational Injuries and Diseases Act and any other insurance contract
  - where your vehicle claim was rejected: any incident which causes death or bodily injury to fare-paying passengers and where the claim for loss of or damage to the vehicle itself is not covered

E.g. If the driver is under the influence of alcohol and causes an accident and we reject the claim for damage to the vehicle, any liability claim for fare-paying passengers will also be rejected.

- for emotional shock.

## **What is not covered under Liability to other people cover**

---

### ✘ Liability for death and bodily injury

Liability for death and bodily injury is covered by the Road Accident Fund inside South Africa. It is advisable to purchase cover for liability for death and bodily injury when travelling outside South Africa. Country specific cover is often compulsory and available when entering countries.

### ✘ Loss of or damage to property

Liability for loss of or damage to:

- the property owned by you or in your control
- the property owned by any member of your household (in the case of home-businesses)
- a vehicle being driven by you, the regular driver, any of your employees or members of your household. Loss or damage to these vehicles will only be covered if it is specifically insured for loss or damage with OUTsurance
- property being conveyed by, loaded from or loaded onto a vehicle
- a vehicle being towed by the OUTsured vehicle
- any viaduct bridge or weighbridge or to any road caused by vibration or by the weight of any insured vehicle or load carried by the insured vehicle.

### ✘ Tools of trade

Liability arising from the operation, demonstration or use of any tool of trade attached to the vehicle (for purposes other than maintenance or repair of the vehicle), or anything manufactured by or contained in the tool.

E.g. You have a hoist attached to your LDV which you use to move paving tiles. Any liability arising from the use of this tool of trade needs to be covered under the Public Liability section.

✘ Liability where your vehicle claim was rejected

Any incident which causes damage to other people's property or injury to them and where the claim for loss of or damage to the vehicle itself is not covered.

E.g. If the driver is under the influence of alcohol and causes an accident and we reject the claim for damage to the vehicle, any liability claim for damage to the other person's property will also be rejected.

✘ Cover given by legislation or other insurance contracts

Liability which is covered by:

- any compulsory motor vehicle insurance Act
- the Occupational Health and Safety Act
- the Compensation for Occupational Injuries and Diseases Act
- any other insurance contract or OUTsurance contract.

✘ Driving without a valid driver's licence

If you, members of your household or anyone with your consent or knowledge, or the consent or knowledge of members of your household, drives the vehicle:

- without a valid driver's licence or permit for the specific vehicle type. If the driver lives outside South Africa, the permit must be issued in the country where the person lives. According to South Africa's National Road Traffic Act, the permit is a requirement in South Africa even though it may not be needed in the country where the driver lives
- with a foreign licence unless the driver has a valid International Driving Permit or a valid driver's licence issued in the driver's country. The licence must be in English (or translated into English by the authorities of that country), with a photo of the driver and it must be for an equivalent vehicle in South Africa. Any person living in South Africa permanently must get a South African driver's licence within five years of becoming a permanent resident. If the foreign licence is a provisional or learner's licence, the person must get a valid South African driver's licence.

✘ Driving under the influence

If you, members of your household or anyone with your knowledge or consent, or the knowledge or consent of members of your household, who drives the vehicle:

- is under the influence of alcohol or drugs
- has a concentration of alcohol in the blood exceeding the legal limit or fails a breathalyser test
- refuses to give either a breath or blood sample
- unlawfully consumes any intoxicating liquor or drug having a narcotic effect after an accident.

✘ Hazardous goods

Where the vehicle is transporting any hazardous goods or carrying explosives except if specifically noted in the schedule.

✘ Racing or competition

Where the vehicle is used for racing or competition.

✘ Unroadworthy or overloaded vehicle

Where the vehicle is:

- involved in an accident and it does not meet the roadworthy requirements as stated by road traffic legislation
- carrying or towing passengers, a load of goods or vehicles exceeding the capacity for which it was constructed or licensed to carry.

✘ Intentional loss or damage

Loss of or damage to your vehicle:

- caused intentionally by you, members of your household, or
- which occurs with your consent or knowledge, or the consent or knowledge of members of your household.

✘ Unlawfully leaving the scene of an accident

If the vehicle is involved in an accident and you, members of your household or anyone with your knowledge or consent, or the knowledge or consent of members of your household, who drove the vehicle then leaves the scene of the accident unlawfully.

## Buildings

---

### What does Buildings refer to?

Buildings refers to the immovable structures, which you own or for which you are responsible, at the address noted on your schedule. This includes the main building itself, the outbuildings and all other permanent fixtures, fittings and improvements, such as windows, driveways, perimeter walls, fences, patios, swimming pools, pool-, borehole- and spa pumps, gate motors, underground pipes and cables, tarred or paved roads, or public areas.

E.g. As a tenant, you may be responsible for the landlord's fixtures and fittings in terms of your lease agreement. These need to be OUTsured under the Buildings section.

- ✗ Dams and dam walls, jetties and piers, boreholes, loose gravel paths and coverings, pool cleaning equipment and utilities, such as gas, water and electricity, are excluded.

### The OUTsured value

The OUTsured value noted on your schedule is the maximum amount we will pay for any claim, less the excess and any dual insurance or under-OUTsurance.

You need to OUTsure your building for its replacement value. This is the cost of rebuilding or repairing the building with new materials.

The replacement value must include the following additional costs:

- professional and municipal fees
- demolition charges
- debris removal
- making the site safe against further incidents.

Should you OUTsure the building for an amount less than its replacement value, we will pay you proportionately.

E.g. If the correct OUTsured value of the building is R400 000 and you OUTsure it for R200 000 you will be compensated for 50% of your loss.

If the building is not rebuilt on the same site, we will pay you the market value of the building.

It is your responsibility to update your OUTsured value.

### Your responsibilities

In order to have continuous cover and a valid claim, you need to adhere to the following:

#### Important changes

Inform us immediately when:

- the building is unoccupied for any period longer than 30 consecutive days

E.g. When lawful occupants still reside in the building but are away from the building for more than 30 consecutive days.

- the building is vacant, empty, abandoned or illegally occupied

E.g. When all lawful occupants move out of the building it immediately becomes vacant.

- the building is let or sublet
- any alterations, additions or improvements are made to the building.

E.g. If your building has a slate roof, we charge a specific premium for that. If you later thatch the roof without telling us, we would be receiving the incorrect premium because thatch has a greater risk of fire damage. Your building will therefore not be covered against fire.

### Responsibilities of people at the premises

Ensure that your employees, members, partners, directors, principals or any occupant the premises comply with the terms and conditions of this policy.

### What is covered under Buildings cover

#### ✓ Fire, explosion and earthquake

Loss or damage caused by:

- fire
- explosion and earthquake.

✘ There is no cover for veld fires and fires spreading from adjacent properties within the first seven days of cover.

#### ✓ Acts of nature and water damage

Loss or damage caused by wind, thunder, lightning, storm, hail, snow or water including accidental water damage.

✘ There is no cover for property outside a building or inside a partially roofed building, unless the property is designed to be outside.

✘ There is no cover for any flooding within the first seven days of cover.

#### ✓ Bursting of water heating systems and pressurised water pipes

Loss or damage caused to your building by leaking, bursting or overflowing of water heating systems (which include geysers, solar water heating systems and boilers), water supply-tanks, cisterns and pressurised water pipes forming a permanent part of the building.

✘ There is no cover for loss or damage caused by the bursting, leaking or overflowing of non-pressurised pipes such as sewerage, wastewater and stormwater pipes.

#### ✓ Water heating systems and pressurised water pipes wear-and-tear

Damage caused to your building by leaking, bursting or overflowing of water heating systems, its parts and any concealed pressurised water pipes. This includes damage caused by rust, decay, gradual deterioration, wear-and-tear, cracking and splitting.

The cost of repairing or replacing the water heating system, its parts and any concealed pressurised pipes is covered in full.

✘ There is no cover for loss or damage caused by the bursting, leaking or overflowing of non-pressurised pipes such as sewerage, wastewater and stormwater pipes.

#### ✓ Malicious damage

Damage caused maliciously, excluding loss or damage:

- caused by theft
- to glass forming part of the building.

✓ Power surges

Loss or damage caused by power surges and dips.

✓ Impact

Loss or damage caused by:

- animals (excluding domestic animals)
- aircraft and articles dropped from them
- vehicles
- falling trees and trees cut down by a professional tree feller.

✓ Public services and telephone connections

Accidental damage to water-, sewerage-, gas-, electricity- and telephone connections between the building and the public supply or mains for which you are responsible.

✓ Alterations and additions

Loss or damage occurring during construction or alteration, caused by an incident for which you can claim. This includes cover for building materials, fixtures and fittings which you own or for which you are responsible.

✗ There is no cover:

- where acts of nature (wind, thunder, lightning, storm, hail, flood or snow) either cause or contribute to the damage of unroofed or partially roofed structures
- for stolen building materials, fixtures, fittings and improvements if the building is vacant, empty, abandoned or illegally occupied. If the building is occupied, unfitted fixtures and fittings are covered for theft if they are stored inside the building and there are visible signs of forced entry into the building.

✓ Fixtures and fittings temporarily removed

Loss or damage to fixtures and fittings temporarily removed from the building for the purpose of cleaning, renovation or repair. The loss or damage must be caused by any of the covered perils listed under WHAT IS COVERED or Optional cover selected. Cover is limited to 15% of the OUTsured value.

✓ Fire extinguishing charges

Charges or costs incurred to fight or extinguish the fire following an incident for which you can claim.

✓ Public authorities' requirements

Following an incident for which you can claim, the additional cost of repairing or rebuilding the damaged section of the building in order to comply with public authorities' requirements, subject to the repairs or rebuilding being done in a reasonable period.

## Optional cover

The following is only covered if it is noted on your schedule and the additional premium is charged:

✓ Theft

Loss of or damage to fixtures and fittings on the premises caused by theft or attempted theft. There must be signs of visible, forcible or violent entry to or exit from the building for fixtures and fittings damaged or stolen inside the building.



✓ Accidental and malicious damage to fixed glass

Accidental and malicious damage, including damage caused by theft, to:

- glass (including mirrors and sign-writing) forming part of the structure of the building and for which you are responsible
  - sanitary ware.
- ✗ There is no cover if the building is unoccupied for more than 30 consecutive days, vacant, empty, abandoned or illegally occupied.

E.g. When lawful occupants still reside in the building but are away from the building for more than 30 consecutive days. When all lawful occupants move out of the building it immediately becomes vacant.

✓ Machinery breakdown

Loss or damage caused by mechanical-, electrical- or electronic breakdown.

There is no cover for:

- betterment such as any alterations, additions, improvements or overhauls
- loss or damage
  - recoverable under any maintenance or lease agreement
  - to consumable parts with a limited lifespan
  - caused by incorrect use or operation
  - caused by installation, servicing or repairs
  - caused by moving the property from one place to another.

The maximum amount you can claim per incident is noted on your schedule.

✓ Comprehensive subsidence

Damage caused by the downward movement of all soil types resulting from natural shifts or human activity, causing structural damage to your property, subject to:

- the building foundations and construction being designed and approved by a licensed structural engineer
  - approval by OUTsurance.
- ✗ There is no cover for damage relating to subsidence caused by:
- excavations other than by mining activities
  - removal of or weakening of pillars
  - the poor compaction of soil used to fill areas under paving and floors.
  - the bursting, leaking or overflowing of non-pressurised pipes such as sewerage, wastewater and stormwater pipes.

✓ Loss of rent

Loss of rent or the reasonable cost of other premises following an incident for which you can claim which caused the building to be unfit to occupy. Cover is limited to 20% of the sum OUTsured and applies for the period reasonably required to make the building fit to occupy.

We will also pay for the loss of rent or the reasonable rental cost of other premises up to an amount of 20% of the OUTsured value if there is damage to any property within a 10 km radius of your premises which is caused by any of the OUTsured perils and which results in access to your premises being prevented. The prevention of access must continue for an uninterrupted period of more than 24 hours.

- ✗ There is no cover if the loss of rent receivable is covered under any Business Interruption insurance contract.

## What is not covered under Buildings cover

### ✘ Theft, attempted theft and malicious damage to the building, including windows and other glass fixtures

Theft, attempted theft and malicious damage:

- caused by you, any of the members, employees, partners, directors, principals, or any occupant at the premises
- which occurs with your knowledge or consent
- if the building is unoccupied for more than 30 consecutive days.

E.g. When lawful occupants still reside in the building but are away from the building for more than 30 consecutive days.

- if the building is vacant, empty, abandoned or illegally occupied

E.g. When all lawful occupants move out of the building it immediately becomes vacant.

- while the building is let or sublet unless there are visible signs of forced entry

### ✘ Matching materials

Any additional costs resulting from the unavailability of matching materials.

### ✘ Scorching

Loss or damage caused by scorching.

E.g. There is no cover if damage is caused by cigarette burns on a carpet.

### ✘ Where any of the following cause or contribute to damage

- volume changes in any clay-based soil or in rock caused by changes in their moisture or water content
- scratching, chipping, cracking, denting, biting, tearing or dirtying
- defects in the design or construction of the building, or where the structure would not have been approved by the relevant local authority at the time of construction
- construction, alteration or repairs, defective workmanship or materials
- a lack of maintenance.

### ✘ Retaining walls

There is no cover for damage to retaining walls unless they are designed and constructed according to structural engineering specifications.

### ✘ Extreme weather conditions

Damage directly or indirectly caused by settlement, shrinkage or expansion of soil due to the change in moisture content caused by extreme weather conditions like drought or wet seasons.

# Contents

---

## What does Contents refer to?

Contents refers to your:

- movable property at the address noted on your schedule
- movable property designed to exist or operate outside, at the address noted on your schedule.

It therefore includes items such as furniture, documents, moveable plant and machinery and electrical equipment.

✗ The following items are not OUTsured under the Contents section:

### Fixtures and fittings

- tenant's fixtures and fittings
- fixed glass forming part of the structure of the building.

E.g. As a tenant, you may wish to OUTsure fixtures and fittings for which you are responsible given the conditions of your lease agreement.

These items need to be OUTsured under the Buildings section.

### Stock, Electronic equipment and Money

- stock on your premises and stock in transit
- electronic business equipment (including computers, licensed software, scanners, printers, photocopiers, fax machines, projectors, audio and visual equipment, medical, technical and industrial equipment and other electronic business equipment)
- money (including cash, cheques and other negotiable instruments).

### OUT-of-the-Office

- contents excludes other items which you have specifically covered under the Out-of-the-Office section and which are noted on your schedule, since they are more specifically covered under that section
- all other equipment designed to be used off-site.

## The OUTsured value

The OUTsured value noted on your schedule is the maximum amount we will pay for any claim, less the excess and any dual insurance, under-OUTsurance or betterment.

You need to OUTsure your contents, other than plant and machinery, for its total new replacement value. This is the cost of replacing your lost or damaged items with new ones.

Plant and machinery items less than three years of age should be OUTsured for its new replacement value. All other plant and machinery items should be OUTsured for market value.

Market value is the current day purchase price of second-hand or used property of equal performance and capacity and of similar condition to the lost or damaged items. Where no similar property is available, market value shall be calculated by deducting from the current new replacement value of the nearest equivalent, an amount of 10% per year starting three years after the first date of purchase, subject to a maximum deduction of 60%.

The replacement value must include the following additional costs:

- professional and municipal fees
- demolition charges
- debris removal

- making the site safe against further incidents
- taxes, duties and freight transport.

Should you OUTsure the contents for an amount less than its correct value, we will settle the claim proportionately.

E.g. If the correct OUTsured value of your contents at the time of a claim is R400 000 and you OUTsure it for R200 000 you will be compensated for 50% of your loss.

It is your responsibility to update your OUTsured value.

## Your responsibilities

In order to have continuous cover and to have a valid claim, you need to adhere to the following:

### Important changes

Inform us immediately when:

- you move and your address changes
- the building is unoccupied for longer than 30 consecutive days

E.g. When lawful occupants still reside in the building but are away from the building for more than 30 consecutive days.

- the building is let or sublet
- any alterations, additions or improvements are made to the building.

### Responsibilities of people at the premises

Ensure that your employees, members, partners, directors, principals or any occupant at the premises comply with the terms and conditions of this policy.

## What is covered under Contents cover

### ✓ Fire, explosion and earthquake

Loss or damage caused by:

- fire
- explosion and earthquake.

✗ There is no cover for veld fires and fires spreading from adjacent properties within the first seven days of cover.

### ✓ Acts of nature and water damage

Loss or damage caused by wind, thunder, lightning, storm, hail, snow or water including accidental water damage.

✗ There is no cover for property outside a building or inside a partially roofed building, unless the property is designed to be outside.

✗ There is no cover for any flooding within the first seven days of cover.

### ✓ Bursting of water heating systems and pressurised water pipes

Loss or damage caused to your contents by leaking and bursting of water heating systems, water-supply tanks, cisterns, pressurised water pipes and sprinkler systems, all forming a permanent part of the building.

### ✓ Malicious damage

Damage caused maliciously, unless by theft.

✓ Power surges

Loss or damage caused by power surges and dips.

✓ Impact

Loss or damage caused by:

- animals (excluding domestic animals)
- aircraft and articles dropped from them
- vehicles
- falling trees and trees cut down by a professional tree feller.

✓ Fire extinguishing charges

Charges or costs incurred to fight or extinguish the fire following an incident for which you can claim.

✓ Documents and plans

Following an incident for which you can claim, you are covered for the costs of replacing the documents. The costs of reproducing the data is however, not covered.

## Optional cover

The following is only covered if it is noted on your schedule and the additional premium is charged:

✓ Theft

Loss of or damage caused by or attempted theft. The maximum amount you can claim per incident is noted on your schedule.

The total claim payment will be limited to the amount shown on your schedule unless there are visible signs of forced or violent entry to or exit from the building itself.

✓ Accidental damage

Damage caused accidentally for which more specific insurance has not been arranged or is not available in terms of this policy.

✗ Accidental damage does not cover damage:

- caused by overheating, denting, chipping, scratching or cracking which does not affect the operation of the item
- to furs, jewellery, precious and semi-precious metals and stones, curios, rare books, works of art, china, earthenware, marble and other fragile or brittle items.

The maximum amount you can claim per incident is noted on your schedule.

✓ Machinery breakdown

Loss or damage caused by mechanical-, electrical- or electronic breakdown.

✗ There is no cover for:

- betterment such as any alterations, additions, improvements or overhauls
- loss or damage
  - recoverable under any maintenance or lease agreement
  - to consumable parts with a limited lifespan
  - caused by incorrect use or operation
  - caused by installation, servicing or repairs
  - caused by moving the property from one place to another.

The maximum amount you can claim per incident is noted on your schedule.

✓ Comprehensive subsidence

Damage caused by the downward movement of all soil types resulting from natural shifts or human activity, causing structural damage to your property, subject to:

- the building foundations and construction being designed and approved by a licensed structural engineer
  - approval by OUTsurance.
- ✗ There is no cover for damage relating to subsidence caused by:
- excavations other than by mining activities
  - removal of or weakening of pillars
  - the poor compaction of soil used to fill areas under paving and floors.
  - the bursting, leaking or overflowing of non-pressurised pipes such as sewerage, wastewater and stormwater pipes.

**What is not covered under Contents cover**

---

✗ Malicious damage and theft

Loss or damage:

- caused with your knowledge or consent
- if the building is unoccupied for more than 30 consecutive days

E.g. When lawful occupants still reside in the building but are away from the building for more than 30 consecutive days.

- if the building is vacant, empty, abandoned or illegally occupied

E.g. When all lawful occupants move out of the building it immediately becomes vacant.

- caused by you or any of your members, partners, directors, principals, employees, or any legal occupant at the premises
- of property outside the building.

✗ Vehicles

Vehicles (including motorcars, motorcycles, motorised scooters, LDVs, caravans, trailers, aircraft and watercraft).

✗ Money and collectibles

- money refers to your cash, cheques, postal and money orders, postage and revenue stamps, credit card vouchers, pre-paid vouchers, gift vouchers and other negotiable instruments at the address noted on your schedule
- collectible stamps and coins.

✗ Matching materials

Any additional costs resulting from the unavailability of matching materials or equipment.

✗ Scorching

Loss or damage caused by scorching.

E.g. There is no cover if damage is caused by cigarette burns on a loose carpet.

✘ Sets and pairs

Remaining parts or items that are part of any set or pair.

E.g. If you claim for a stolen item that forms part of a set or pair and which needs to be replaced, we will either replace the individual item or settle the cash equivalent. We won't replace the entire set or pair.

✘ Where any of the following cause or contribute to damage

- volume changes in any clay-based soil or in rock, caused by changes in their moisture or water content
- scratching, chipping, cracking, denting, biting, tearing or dirtying
- defects in the design or construction of the building, or where the structure would not have been approved by the relevant local authority at the time of construction
- construction, alteration or repairs, defective workmanship or materials
- a lack of maintenance
- property undergoing any heating or drying process.

✘ Retaining walls

There is no cover for damage caused by retaining walls unless they are designed and constructed according to structural engineering specifications.

✘ Extreme weather conditions

Damage directly or indirectly caused by settlement, shrinkage or expansion of soil due to the change in moisture content caused by extreme weather conditions like drought or wet seasons.

## Electronic equipment

---

### What does Electronic Equipment refer to?

Electronic equipment refers to your computers, licensed software, scanners, printers, photocopiers, fax machines, projectors, audio and visual equipment, medical-, technical- and industrial equipment and other electronic business equipment.

These items are only covered if they are noted on your schedule and are inside the building noted on your schedule.

- ✗ Stock items must be covered under the stock section.

### The OUTsured value

The OUTsured value noted on your schedule is the maximum amount we will pay for any claim, less the excess and any dual insurance, under-OUTsurance or betterment.

You need to OUTsure your electronic equipment items that are less than 3 years of age for their new replacement value. This is the cost of replacing your lost or damaged items with new ones.

All other electronic equipment items should be OUTsured for market value. Market value is the current day purchase price of second-hand or used property of equal performance and capacity and of similar condition to the lost or damaged items. Where no similar property is available, market value shall be calculated by deducting from the current new replacement value of the nearest equivalent, an amount of 10% per year starting three years after the first date of purchase, subject to a maximum deduction of 60%.

The replacement value must include the following additional costs:

- professional and municipal fees
- demolition charges
- debris removal
- making the site safe against further incidents
- taxes, duties and freight transport.

Should you OUTsure any item for an amount less than its replacement value, we will pay you proportionately.

It is your responsibility to update your OUTsured value.

### Your responsibilities

In order to have continuous cover and to have a valid claim, you need to adhere to the following:

#### Important changes

Inform us immediately when:

- you move and your address changes
- the building is unoccupied for longer than 30 consecutive days

E.g. When lawful occupants still reside in the building but are away from the building for more than 30 consecutive days.

- the building is let or sublet
- any alterations, additions or improvements are made to the building.

#### Responsibilities of people at the premises

Ensure that your employees, members, partners, directors, principals or any occupant at the premises comply with the terms and conditions of this policy.



## What is covered under Electronic equipment cover

---

### ✓ Fire, explosion and earthquake

Loss or damage caused by:

- fire
- explosion and earthquake.

✗ There is no cover for veld fires and fires spreading from adjacent properties within the first seven days of cover.

### ✓ Acts of nature and water damage

Loss or damage caused to electronic equipment by wind, thunder, lightning, storm, hail, snow or water including accidental water damage.

✗ There is no cover for property outside a building or inside a partially roofed building, unless the property is designed to be outside.

✗ There is no cover for any flooding within the first seven days of cover.

### ✓ Bursting of water heating systems and pressurised water pipes

Loss or damage caused to electronic equipment by leaking and bursting of water heating systems, water-supply tanks, cisterns, pressurised water pipes and sprinkler systems, all forming a permanent part of the building.

### ✓ Malicious damage

Damage caused maliciously, unless by theft.

### ✓ Power surges

Loss or damage caused by power surges and dips.

### ✓ Impact

Loss or damage caused by:

- animals (excluding domestic animals)
- aircraft and articles dropped from them
- vehicles
- falling trees and trees cut down by a professional tree feller.

### ✓ Fire extinguishing charges

Charges or costs incurred to fight or extinguish the fire following an incident for which you can claim.

### ✓ Items removed for servicing

Loss or damage to items while temporarily removed for cleaning, renovation or repair. The loss or damage must be caused by any of the covered perils listed under WHAT IS COVERED or Optional cover selected. The maximum amount payable will be 15% of the OUTsured value of all your electronic equipment.

✗ There is no cover for:

- Theft from an unattended vehicle unless:
  - Entry to such locked vehicle is accompanied by visible signs of forced entry; and
  - The property is concealed.

Property will be considered as concealed if:

- Stored in the cabin of the vehicle in an enclosed storage area such as a cubby-hole or boot with covering;

- Stored in the loading area of a light duty vehicle under a lockable cover that is fixed to the vehicle. Property stored under canvas is not covered; or
- Stored in the loading area of a light duty vehicle with a canopy and the canopy's windows are covered with tinted smash and grab film.

There is no cover at all if the following items are left in the loading area, under a canopy with windows:

- Jewellery, cell phones or computer, medical, audio/video and photographic equipment;
- Individual items worth more than R100 000.

Theft resulting from remote jamming is not covered.

#### ✓ Reinstatement of data and programmes

Following an incident for which you can claim we will pay for the costs reasonably incurred for the reinstatement of data and programmes stored on the electronic equipment which are lost. The maximum amount payable is noted on your schedule.

- ✗ The costs incurred due to programme error, incorrect entry, the use of unlicensed software or the inadvertent cancellation or corruption of data and programmes.

#### ✓ Express delivery and overtime

Reasonable additional costs incurred with our consent relating to necessary repairs or replacement of lost or damaged items. The costs include extra charges for delivery, freight and overtime rates payable.

### Optional cover

The following is only covered if it is noted on your schedule and the additional premium is charged:

#### ✓ Theft

Loss of or damage caused by theft. The maximum amount you can claim per incident is noted on your schedule.

The total claim payment will be limited to the amount shown on your schedule unless there are visible signs of forced or violent entry to or exit from the building itself.

#### ✓ Accidental damage

Damage caused accidentally for which more specific insurance has not been arranged or is not available in terms of this policy.

- ✗ Accidental damage does not cover damage:
  - caused by overheating, denting, chipping, scratching or cracking which does not affect the operation of the item
  - to furs, jewellery, precious and semi-precious metals and stones, curios, rare books, works of art, china, earthenware, marble and other fragile or brittle items.

#### ✓ Machinery breakdown

Loss or damage caused by mechanical-, electrical- or electronic breakdown.

- ✗ There is no cover for:
  - betterment such as any alterations, additions, improvements or overhauls
  - loss or damage
    - recoverable under any maintenance or lease agreement
    - to consumable parts with a limited lifespan

- caused by incorrect use or operation
- caused by installation, servicing or repairs
- caused by moving the property from one place to another.

The maximum amount you can claim per incident is noted on your schedule.

✓ Comprehensive subsidence

Damage caused by the downward movement of all soil types resulting from natural shifts or human activity, causing structural damage to your property, subject to:

- the building foundations and construction being designed and approved by a licensed structural engineer
- approval by OUTsurance.

✗ There is no cover for damage relating to subsidence caused by:

- excavations other than by mining activities
- removal of or weakening of pillars
- the poor compaction of soil used to fill areas under paving and floors.
- the bursting, leaking or overflowing of non-pressurised pipes such as sewerage, wastewater and stormwater pipes.

**What is not covered under Electronic equipment cover**

---

✗ Malicious damage and theft

Loss or damage:

- caused with your knowledge or consent
- if the building is unoccupied for more than 30 consecutive days
- if the building is vacant, empty, abandoned or illegally occupied
- caused by you or any of your members, partners, directors, principals, employees, or any occupant at the premises.

✗ Matching materials

Any additional costs resulting from the unavailability of matching materials and equipment.

✗ Scorching

Loss or damage caused by scorching.

E.g. There is no cover for damage caused by a burning cigarette that is dropped on a computer and burns it.

✗ Sets and pairs

Remaining parts or items that are part of any set or pair.

E.g. If you claim for a stolen item that forms part of a set or pair and which needs to be replaced, we will either replace the individual item or settle the cash equivalent. We won't replace the entire set or pair.

✗ Where any of the following cause or contribute to damage

- volume changes in any clay-based soil or in rock, caused by changes in their moisture or water content
- scratching, chipping, cracking, denting, biting, tearing or dirtying
- defects in the design or construction of the building, or where the structure would not have been approved by the relevant local authority at the time of construction

- construction, alteration or repairs, defective workmanship or materials
- a lack of maintenance
- property undergoing any heating or drying process.

✘ Retaining walls

There is no cover for damage caused by retaining walls unless they are designed and constructed according to structural engineering specifications.

# Stock

---

## What does Stock refer to?

Stock refers to the following goods which are used as part of your stated business activity:

- raw materials
- goods being manufactured or traded, and
- other goods for which you are responsible and which belong to other parties.

E.g. As an electrical repairer you will be responsible for the property of your clients while being repaired at your address.

These items are only covered if they are noted on your schedule and are inside the building noted on your schedule. Optional cover is also available for stock designed to exist or operate outside the building.

- ✗ Stock being transported must be covered under the Stock in Transit section.
- ✗ Livestock is not covered in this section.

## The OUTsured value

The OUTsured value noted on your schedule is the maximum amount we will pay for any claim, less the excess and any dual insurance, under-OUTsurance or betterment.

You need to OUTsure your stock items for their total cost price, this is the cost of replacing lost or damaged items with similar ones at the time of a claim. Where vehicles form part of stock, vehicles belonging to the insured is covered for cost price and vehicles belonging to other parties is covered for the reasonable market value.

E.g. As a clothing retailer, the cost price of your stock fluctuates based on exchange rate movements and fashion trends. This could mean that the cost to replace your stock at the time of a claim may be less than what you paid for it 18 months ago.

The cost price must include the following additional costs:

- professional and municipal fees
- demolition charges
- debris removal
- making the site safe against further incidents
- taxes, duties and freight transport.

Should you OUTsure any item for an amount less than its correct value, we will pay you proportionately.

It is your responsibility to update your OUTsured value.

## Your responsibilities

In order to have continuous cover and to have a valid claim, you need to adhere to the following:

### Important changes

Inform us immediately when:

- you move and your address changes
- the building is unoccupied for any period longer than 30 consecutive days

E.g. When lawful occupants still reside in the building but are away from the building for more than 30 consecutive days.

- the building is let or sublet
- any alterations, additions or improvements are made to the building.

#### Responsibilities of people at the premises

Ensure that your employees, members, partners, directors, principals or any occupant at the premises comply with the terms and conditions of this policy.

#### Record keeping

Stock purchases, sales and accounting records must be stored online or on documents or devices at an offsite location. Stock takes should at least be done on an annual basis.

### **What is covered under Stock cover**

---

#### ✓ Fire, explosion and earthquake

Loss or damage caused by:

- fire
- explosion and earthquake.

✗ There is no cover for veld fires and fires spreading from adjacent properties within the first seven days of cover.

#### ✓ Acts of nature and water damage

Loss or damage caused by wind, thunder, lightning, storm, hail, snow or water including accidental water damage.

✗ There is no cover for property outside a building or inside a partially roofed building, unless the property is designed to be outside.

✗ There is no cover for any flooding within the first seven days of cover.

#### ✓ Bursting of water heating systems and pressurised water pipes

Loss or damage caused to stock by leaking and bursting of water heating systems, water-supply tanks, cisterns, pressurised water pipes and sprinkler systems, all forming a permanent part of the building.

#### ✓ Malicious damage

Damage caused maliciously, unless by theft.

#### ✓ Impact

Loss or damage caused by:

- animals (excluding domestic animals)
- aircraft and articles dropped from them
- vehicles
- falling trees and trees cut down by a professional tree feller.

#### ✓ Power surges

Loss or damage caused by power surges and dips.

#### ✓ Fire extinguishing charges

Charges or costs incurred to fight or extinguish the fire following an incident for which you can claim.

## Optional cover

The following is only covered if it is noted on your schedule and the additional premium is charged:

### ✓ Theft

Loss of or damage caused by theft. The maximum amount you can claim per incident is noted on your schedule.

The total claim payment will be limited to the amount shown on your schedule unless there are visible signs of forced or violent entry to or exit from the building itself.

You are not covered for loss or damage discovered only at the time of taking inventory or routine inspection and which is not identifiable with a specific incident.

### ✓ Accidental damage

Damage caused accidentally for which more specific insurance has not been arranged or is not available in terms of this policy.

✗ Accidental damage does not cover damage:

- caused by overheating, denting, chipping, scratching or cracking which does not affect the operation of the item
- to furs, jewellery, precious and semi-precious metals and stones, curios, rare books, works of art, china, earthenware, marble and other fragile or brittle items.

The maximum amount you can claim per incident is noted on your schedule.

### ✓ Deterioration of refrigerated stock

Damage to refrigerated stock in a fridge, freezer or cold room following:

- a mechanical or electrical breakdown
- an interruption of the public power supply where the cooling unit was out of order for more than 24 hours uninterrupted.

The maximum amount you can claim per incident is noted on your schedule.

### ✓ Comprehensive subsidence

Damage caused by the downward movement of all soil types resulting from natural shifts or human activity, causing structural damage to your property, subject to:

- the building foundations and construction being designed and approved by a licensed structural engineer
- approval by OUTsurance.

✗ There is no cover for damage relating to subsidence caused by:

- excavations other than by mining activities
- removal of or weakening of pillars
- the poor compaction of soil used to fill areas under paving and floors.
- the bursting, leaking or overflowing of non-pressurised pipes such as sewerage, wastewater and stormwater pipes.

### ✓ Damage - Outside the building

Loss of or damage to stock items outside the building caused by any of the OUTsured incidents listed under WHAT IS COVERED under the Stock cover section. The OUTsured value of the stock outside the building is noted on your schedule. Should you OUTsure the stock outside the building for an amount less than its correct value, we will pay you proportionately.

### ✓ Theft - Outside the building

Loss of or damage caused by theft of stock items outside the building. The maximum amount you can claim per incident is noted on your schedule.

## What is not covered under Stock cover

---

### ✘ Malicious damage and theft

Loss or damage:

- caused with your knowledge or consent
- if the building is unoccupied for more than 30 consecutive days

E.g. When lawful occupants still reside in the building but are away from the building for more than 30 consecutive days.

- if the building is vacant, empty, abandoned or illegally occupied

E.g. When all lawful occupants move out of the building it immediately becomes vacant.

- caused by you or any of your members, partners, directors, principals, employees, or any occupant at the premises
- of property outside the building.

### ✘ Matching materials

Any additional costs resulting from the unavailability of matching materials and equipment.

### ✘ Scorching

Loss or damage caused by scorching.

E.g. There is no cover for damage caused by a burning cigarette that is dropped on a computer and burns it.

### ✘ Sets and pairs

Remaining parts or items that are part of any set or pair.

E.g. If you claim for a stolen item that forms part of a set or pair and which needs to be replaced, we will either replace the individual item or settle the cash equivalent. We won't replace the entire set or pair.

### ✘ Where any of the following cause or contribute to damage

- volume changes in any clay-based soil or in rock, caused by changes in their moisture or water content
- scratching, chipping, cracking, denting, biting, tearing or dirtying
- defects in the design or construction of the building, or where the structure would not have been approved by the relevant local authority at the time of construction
- construction, alteration or repairs, defective workmanship or materials
- a lack of maintenance
- property undergoing any heating or drying process.

### ✘ Stock outside the building

Stock not designed to exist or operate outside.

### ✘ Retaining walls

There is no cover for damage caused by retaining walls unless they are designed and constructed according to structural engineering specifications.



## Stock in transit

---

### What does Stock in transit refer to?

Stock in transit refers to the following goods while they are being transported within South Africa and which are used as part of your stated business activity:

- raw materials
- goods being manufactured or traded
- other goods for which you are responsible and which belong to other parties.

The stock must relate to your stated business activity.

E.g. If you stated that you are an electrical repairer, you will not be covered for transporting live stock.

The transit starts when the items are being carried and loaded; it ends when the items have been delivered or off-loaded and received in a proper way by the receiver or owner of the goods. The transit also includes temporary storage (for a maximum period of 96 hours) of the vehicle carrying the stock.

- ✗ There is no cover for stock being transported by watercraft.
- ✗ Any money being carried must be covered under the Money section.
- ✗ Vehicles being towed must be covered under External Liability under the Public Liability section.
- ✗ There is no cover for livestock being transported.

The indemnity under stock in transit is provided to the owner of the goods being transported, insofar as you are determined to be liable for loss or damage by the owner and subject to the other terms of this policy which may apply. You will not be entitled to any benefit in terms of the cover under stock in transit, unless you are also the owner of the lost or damaged goods in question.

We agree that we will not sell or otherwise dispose of any goods which is the subject of a claim hereunder without the consent of the owner of the goods provided that the owner can establish to our satisfaction that to do so will prejudice their interests in which event we agree to give the owner first option to repurchase such property at the salvage value as could have been obtained by us or our agents, or the market value of the goods, whichever is greater. You will not be entitled under the provisions of this condition to abandon any goods to us whether taken possession of by us or not.

### The OUTsured value

The OUTsured value noted on your schedule is the maximum amount we will pay for any claim, less the excess and any dual insurance, under-OUTsurance or betterment. You need to OUTsure your stock in transit for the maximum amount of stock you carry at any given time. The OUTsured value must also include:

- the replacement value of ropes, chains, tarpaulins, containers and packaging material used in connection with the transit
- fire extinguishing charges for which you are legally liable following the damage to your stock in transit
- salvage, recovery and debris removal costs following the damage to your stock in transit

Should you OUTsure any item for an amount less than its correct value, we will pay you proportionately. It is your responsibility to update your OUTsured value.

The indemnity under stock in transit will be limited to the minimum of the following, subject to the limit of indemnity as noted in the schedule:

- in respect of new goods:
  - the cost price of the goods to the owner of the goods, or
  - the replacement value of the goods by similar goods in a condition equal to, but not better nor more extensive than its condition when new.
- in respect of goods that are not new:
  - the market value of the goods immediately before the insured event, or
  - the repair of the property to a condition substantially the same as, but not better than, its condition immediately before the insured event.
- where vehicles are being transported, vehicles belonging to the insured is covered for the cost price and vehicles belonging to other parties is covered for the reasonable market value as defined in the Vehicle section.

In the event of a claim for loss or damage to:

- any part(s) of goods covered under stock in transit, the amount recoverable hereunder shall not exceed such proportion of the cost of replacing the part(s) lost or damaged as the insured value bears to the new value of the goods.
- goods consisting of articles in sets and pairs, cover under stock in transit is limited to the value of the particular part or parts which may be lost or damaged, without reference to any special value which such article or articles may have as part of such sets or pairs, nor shall it exceed the proportionate part of the insured value of such sets or pairs.

## Definitions

### New goods

Goods purchased by the owner of the goods when new no more than three years prior to the defined event.

### Market value

The current day purchase price of second-hand or used goods of equal performance and capacity and of similar condition to the insured goods. Where no similar goods are available, Market value shall be calculated by deducting from the current new replacement value of the nearest equivalent, an amount of 10% per year starting three years after the first date of purchase, subject to a maximum deduction of 60%. At our discretion, a different depreciation formula can be applied if the formula will result in a more accurate Market value.

## Your responsibilities

In order to have continuous cover and to have a valid claim, you need to adhere to the following:

### Annual amount in transit

Ensure that your stated annual amount in transit is correct and always up to date, as the calculation of your premium is based on this amount.

### Important changes

Inform us immediately when the address where your stock is stored changes.

## What is covered under Stock in transit cover

---

✓ Fire, explosion and earthquake

Loss or damage caused by:

- fire
- explosion and earthquake.

✗ There is no cover for veld fires and fires spreading from adjacent properties within the first seven days of cover.

✓ Acts of nature and water damage

Loss or damage caused by wind, thunder, lightning, storm, hail, snow or water including accidental water damage.

✗ There is no cover for any flooding within the first seven days of cover.

✓ Vehicle accident

Loss or damage caused in a vehicle accident while the stock is being transported.

✓ Accidental damage

Loss or damage caused accidentally while the stock is being transported, loaded or off-loaded.

✓ Malicious damage

Damage caused maliciously, unless by theft.

## Optional cover

The following is only covered if it is noted on your schedule and the additional premium is charged:

✓ Theft

Loss of or damage caused by theft.

✗ There is no cover for loss or damage caused directly or indirectly by theft or attempted theft of goods being transported:

- from open, flat-backed or tarpaulin covered vehicles unless a person in lawful control of the vehicle remains with the vehicle at all times and the theft or attempted theft is accompanied by violence or threat of violence on such person.
- from vehicles not listed above while left unattended unless accompanied by visible signs of forced entry into the vehicle of which all points of access are securely closed and locked and the insured property is not visible from outside the vehicle
- from any vehicle whilst parked overnight, unless the vehicle is:
  - at a recognised and designated truck stop operated specifically as a parking facility that provides 24 hour security for parked vehicles; or
  - contained in a securely locked up building or security compound and such theft or attempted theft is accompanied by visible signs of forced entry into the vehicle or such building or security compound.

✗ There is no cover for theft by you or any of your members, partners, directors, principals, employees, or any occupant at the premises.

✓ Third party carriers

Following an incident for which you can claim you are also covered when third party carriers are transporting the stock.

✓ Countries outside South Africa

Following an incident for which you can claim, you are covered when transporting stock while travelling in Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe.

✓ Additional countries outside South Africa

Following an incident for which you can claim you are also covered when transporting stock while travelling in The Democratic Republic of the Congo (in all areas south of and inclusive of Kolwezi), Kenya, Tanzania, Uganda, Rwanda, Burundi, Angola and Zambia.

✓ Deterioration of refrigerated stock while in transit

Loss or damage caused by deterioration or contamination to refrigerated goods whilst in transit arising solely from mechanical or electrical breakdown of the refrigeration machinery attached to the carrying vehicle. The maximum amount for which you can claim is noted on the schedule.

Deterioration of refrigerated stock while in transit caused by a variation in temperature for a period of two consecutive hours or longer following:

- breakdown or malfunction of the refrigerated equipment or
- incorrect electronic setting of the required temperature of the refrigeration unit by you or anyone responsible for transporting your stock. You or anyone responsible for transporting your stock needs to prove that an incorrect setting did occur.

✗ There is no cover for:

- goods transported in refrigerated shipping containers
- any other incorrect setting such as airflow intake, outflow and/or circulation
- the refrigeration unit running out of fuel
- loss or damage resulting from puncture, engine failure, breakdown or shortage of fuel of the carrying vehicle is specifically excluded.

## What is not covered under Stock in transit cover

---

✗ Additional costs

There is no cover for any costs incurred due to the following:

- border post delays
- administration costs
- incorrect or expired entry permits or exit documents
- fines, duties or taxes.

✗ Malicious damage and theft

Loss or damage:

- caused with your knowledge or consent, or
- caused by you or any of your members, partners, directors, principals, employees or any occupant at the premises.

✗ Unsecured stock

Stock in transit which is not properly secured and covered.

✗ Unroadworthy or overloaded vehicle

Where the vehicle is:

- involved in an accident and it does not meet the roadworthy requirements as stated by road traffic legislation
- carrying or towing passengers, a load of goods or vehicles exceeding the capacity for which it was constructed or licensed to carry.

✘ Driving without a valid licence

If you, members of your household or anyone with your consent or knowledge, or the consent or knowledge of members of your household, drives the vehicle:

- without a valid driver's licence or permit for the specific vehicle type. If the driver lives outside South Africa, the permit must be issued in the country where the person lives. According to South Africa's National Road Traffic Act, the permit is a requirement in South Africa even though it may not be needed in the country where the driver lives
- with a foreign licence unless the driver has a valid International Driving Permit or a valid driver's licence issued in the driver's country. The licence must be in English (or translated into English by the authorities of that country), with a photo of the driver and it must be for an equivalent vehicle in South Africa. Any person living in South Africa permanently must get a South African driver's licence within five years of becoming a permanent resident. If the foreign licence is a provisional or learner's licence, the person must get a valid South African driver's licence.

✘ Driving under the influence

If you, members of your household, or anyone with your knowledge or consent or the knowledge or consent of members of your household who drives the vehicle:

- is under the influence of alcohol or drugs
- has a concentration of alcohol in the blood exceeding the legal limit or fails a breathalyser test
- refuses to give either a breath or blood sample
- unlawfully consumes any intoxicating liquor or drug having a narcotic effect after an accident.

✘ Hazardous goods

Where the vehicle is:

- transporting any hazardous goods
- carrying explosives.

✘ Cover given by other insurance contracts

Loss or damage covered by any other insurance contract.

E.g. If you import stock and a Marine insurance policy covers it until delivery to your warehouse, any claim for damage which occurred on route is not covered.

✘ Unlawfully leaving the scene of an accident

If the vehicle is involved in an accident and you, members of your household, or anyone with your knowledge or consent or the knowledge or consent of members of your household who drove the vehicle then leaves the scene of the accident unlawfully.

✘ Intentional loss or damage

Loss of or damage to your vehicle:

- caused intentionally by you, members of your household, or
- which occurs with your consent or knowledge, or the consent or knowledge of members of your household.

# Money

---

## What does Money refer to?

Money refers to your cash, cheques, postal and money orders, postage and revenue stamps, credit card vouchers, pre-paid vouchers, gift vouchers and other negotiable instruments. The money must be contained inside the building during your usual business hours at the address noted on your schedule.

## The OUTsured value

The OUTsured value noted on your schedule is the maximum amount we will pay for any claim, less the excess and any dual insurance.

## Your responsibilities

In order to have continuous cover and to have a valid claim, you need to adhere to the following:

### Important changes

Inform us immediately when:

- you move and your address changes
- the building is unoccupied for any period longer than 30 consecutive days

E.g. When lawful occupants still reside in the building but are away from the building for more than 30 consecutive days.

- the building is let or sublet
- any alterations, additions or improvements are made to the building.

### Responsibilities of people at the premises

Ensure that your employees, members, partners, directors, principals or any occupant at the premises comply with the terms and conditions of this policy.

## What is covered under Money cover

---

Loss of or damage to money in a safe, strongroom, cash register or cash box.

The loss or damage must be caused by:

### ✓ Fire, explosion and earthquake

Loss or damage caused by:

- fire
- explosion or earthquake.

✗ There is no cover for veld fires and fires spreading from adjacent properties within the first seven days of cover.

### ✓ Acts of nature and water damage

Loss or damage caused by wind, thunder, lightning, storm, hail, snow or water including accidental water damage.

✗ There is no cover for any flooding within the first seven days of cover.

### ✓ Bursting of water heating systems and pressurised water pipes

Loss or damage caused to money by leaking and bursting of water heating systems, water-supply tanks, cisterns, pressurised water pipes and sprinkler systems, all forming a permanent part of the building.

## ✓ Theft

Theft or attempted theft and other malicious acts.

✗ There is no cover for:

- Theft from an unattended vehicle unless:
    - Entry to such locked vehicle is accompanied by visible signs of forced entry; and
    - The property is concealed.  
Property will be considered as concealed if:
      - Stored in the cabin of the vehicle in an enclosed storage area such as a cubby-hole or boot with covering;
      - Stored in the loading area of a light duty vehicle under a lockable cover that is fixed to the vehicle. Property stored under canvas is not covered; or
      - Stored in the loading area of a light duty vehicle with a canopy and the canopy's windows are covered with tinted smash and grab film.
- There is no cover at all if the following items are left in the loading area, under a canopy with windows:
- Jewellery, cell phones or computer, medical, audio/video and photographic equipment;
  - Individual items worth more than R100 000.

Theft resulting from remote jamming is not covered.

## ✓ Impact

Loss or damage caused by:

- aircraft and articles dropped from them
- vehicles
- falling trees and trees cut down by a professional tree feller.

## ✓ Money containers and clothing

Loss of or damage caused by theft or attempted theft of money to:

- the money container (such as a safe, strongroom, cash register or cash box) containing the money
- clothing and other personal items.

The maximum amount for which you can claim is noted on your schedule.

## ✓ Medical expenses

Medical expenses incurred by the person who is injured during the theft or attempted theft of the money while being transported. The maximum amount for which you can claim is noted on the schedule.

## Optional cover

The following is only covered if it is noted on your schedule and the additional premium is charged:

### ✓ After hours

Loss of or damage to money contained inside the building at the address noted on your schedule, where the incident occurred outside your usual business hours.

E.g. If your business already closed for the day and you or some of your employees are still busy working at the premises outside your usual business hours and a robbery occurs, we will cover the money under the optional after hours money cover.

✓ Money in transit

Loss of or damage to money while being taken to or from the address noted on your schedule by a member, partner, director, employee or professional money carrier.

E.g. As a business owner you or any member, partner, director, employee or professional money carrier may need to collect and deliver money between your private residence, different business premises, clients and the bank. Wages that need to be paid to your employees at different business premises is also covered under the money in transit optional cover.

**What is not covered under Money cover**

---

✗ Theft and fraud

Loss or damage caused:

- with your knowledge or consent
- by you or any of your members, partners, directors, principals, employees, or any occupant at the premises
- by electronic means.

✗ Errors and omissions

Shortages due to errors and omissions.

✗ Access to money

Where the keys, access code or other similar means of access to any safe, strongroom, cash register or cash box were obtained without force.

✗ Counterfeit money

Counterfeit money.



## OUT-of-the-Office

---

### What does OUT-of-the-Office refer to?

OUT-of-the-Office refers to your possessions which are normally taken away from the address noted on your schedule by you, any member, director, partner, principal or employee. This includes plant and machinery.

E.g. Notebooks, GPS devices, cell phones, MP3 players and other portable equipment.

- ✗ Mechanically propelled vehicles must be covered under the Vehicle section.
- ✗ Money and other negotiable instruments must be covered under the Money section.

### The OUTsured value

The OUTsured value noted on your schedule is the maximum amount we will pay for any claim, less the excess, any dual insurance, under-OUTsurance or betterment.

You need to OUTsure your possessions for the new replacement value of each item. This is the cost of replacing your lost or damaged items with new ones.

Should you OUTsure the item for an amount less than its correct value we will settle the claim proportionately.

Should you OUTsure any item for an amount higher than its new replacement value, we will settle your claim according to the actual new replacement value of the item, as determined at the time of the claim.

The OUTsured value must include the costs of:

- demolition, dismantling and erection charges
- taxes, duties and freight transport.

It is your responsibility to update your OUTsured value.

### Specifying OUT-of-the-Office items

Possessions OUTsured in this section fall into one of the following categories:

#### Unspecified OUT-of-the-Office

As “unspecified” suggests, this covers a variety of items you carry with you. These may change from day to day and it would be impossible to list them each time you need them covered. These items are therefore automatically covered for the overall maximum value you choose. Within this overall limit there is a maximum value per item, which is noted on your schedule.

#### Specified OUT-of-the-Office

This refers to any items valued at more than the individual limit per item for unspecified OUT-of-the-Office cover, with each item being specifically named and the value noted on your schedule.

### Where are you covered?

- ✓ OUT-of-the-Office items are covered anywhere in the world.

## Your responsibilities

In order to have continuous cover and to have a valid claim, you need to adhere to the following:

### Important changes

Inform us immediately when:

- you move and your address changes
- the building is unoccupied for any period longer than 30 consecutive days

E.g. When lawful occupants still reside in the building but are away from the building for more than 30 consecutive days.

- the building is let or sublet
- any alterations, additions or improvements are made to the building.

### Responsibilities of people at the premises

Ensure that your employees, members, partners, directors, principals or any occupant at the premises comply with the terms and conditions of this policy.

## **What is covered under OUT-of-the-Office cover**

---

- ✓ Loss of or damage to unspecified and specified possessions.
    - ✗ Unspecified cover will only apply away from the address noted on your schedule.
    - ✗ There is no cover for:
      - Theft from an unattended vehicle unless:
        - Entry to such locked vehicle is accompanied by visible signs of forced entry; and
        - The property is concealed.  
Property will be considered as concealed if:
          - Stored in the cabin of the vehicle in an enclosed storage area such as a cubby-hole or boot with covering;
          - Stored in the loading area of a light duty vehicle under a lockable cover that is fixed to the vehicle. Property stored under canvas is not covered; or
          - Stored in the loading area of a light duty vehicle with a canopy and the canopy's windows are covered with tinted smash and grab film.
- There is no cover at all if the following items are left in the loading area, under a canopy with windows:
- Jewellery, cell phones or computer, medical, audio/video and photographic equipment;
  - Individual items worth more than R100 000.

Theft resulting from remote jamming is not covered.

## **Optional cover**

The following is only covered if it is noted on your schedule and the additional premium is charged:

### ✓ Machinery breakdown

Loss or damage caused by mechanical-, electrical- or electronic breakdown.

- ✗ There is no cover for:
  - betterment such as any alterations, additions, improvements or overhauls
  - loss or damage
    - recoverable under any maintenance or lease agreement
    - to consumable parts with a limited lifespan

- caused by incorrect use or operation
- caused by installation, servicing or repairs
- caused by moving the property from one place to another.

The maximum amount you can claim per incident is noted on your schedule.

✓ Reinstatement of data and programmes

Following an incident for which you can claim we will pay for the costs reasonably incurred for the reinstatement of data and programmes stored on the electronic equipment which are lost. The maximum amount payable is noted on your schedule.

- ✗ The costs incurred due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and programmes are not covered.

**What is not covered under OUT-of-the-Office cover**

---

✗ Additional costs

There is no cover for any costs incurred due to the following:

- border post delays
- administration costs
- incorrect or expired entry permits or exit documents
- fines, duties or taxes.

✗ Accidental damage to consumable parts

There is no cover for loss or damage if only consumable parts on an item is damaged. Accidental damage to consumable parts are only covered if the item itself is also damaged in the same incident.

E.g. If you are using a drill and the drill bit breaks at that time, there is no cover for the damage to the drill bit.

✗ Theft and malicious damage

Loss or damage caused maliciously by you or any member, partner, director, principal, employee or any occupant at the address, or which occurs with your knowledge or consent.

✗ Loss or damage to goods

While the goods are in the possession of any other person or business and are being transported, cleaned, repaired, worked on or for sale.

✗ Sets and pairs

Remaining parts or items that are part of any set or pair.

E.g. If you claim for a stolen item that forms part of a set or pair and which needs to be replaced, we will either replace the individual item or settle the cash equivalent. We won't replace the entire set or pair.

✗ Racks, carriers and other items on a vehicle

Theft of:

- racks or carriers unless they are secured to the vehicle
- items on racks or carriers unless secured to it
- bicycles unless locked to the racks or carriers.

✘ Retaining walls

There is no cover for damage caused by retaining walls unless they are designed and constructed according to structural engineering specifications.

✘ Veld fires

There is no cover for veld fires and fires spreading from adjacent properties within the first seven days of cover.

✘ Flooding

There is no cover for any flooding within the first seven days of cover.

## Watercraft

---

### What does Watercraft refer to?

Watercraft refers to any motorboat, ski boat or wet bike which consists of the hull, motors, machinery, equipment, standard fittings and accessories that would normally be sold with it.

The watercraft trailer must be OUTsured under the Vehicle section. The craft you have OUTsured is noted on your schedule.

### The OUTsured value

The OUTsured value noted on your schedule is the maximum amount we will pay for any claim, less the excess and any dual insurance, betterment or depreciation and under-OUTsurance.

You need to OUTsure the craft for its reasonable market value.

It is your responsibility to update your OUTsured value.

### Your responsibilities

In order to have continuous cover and to have a valid claim, you need to:

- inform us immediately if the address where the craft is kept, as noted on your schedule, changes
- ensure that anyone navigating the craft is competent to do so and adheres to the terms and conditions of this policy as well as the rules and regulations applicable to the specific waters where the craft is used.

### Watercraft use

The craft is only covered if it is used exclusively for private or social purposes.

### In which countries are you covered?

Your craft is covered in South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe.

### Where are you covered?

The craft is covered when it is:

- ashore
- afloat on inland waters or on coastal waters within a 20 km distance off the coasts of South Africa, Mozambique and Namibia
- being transported by land, sea or air.

### What is covered under Watercraft cover

---

#### ✓ Loss of or damage to the craft

Loss or damage caused:

- accidentally or intentionally (including theft, hijack, attempted theft or attempted hijack), or
- by fire, explosion, earthquake, storm, hail, flood or snow.

#### ✓ Motors

Loss of or damage to motors, machinery or batteries and their connections are only covered if the craft is stranded, sinks, burns or collides.

✓ Sails and protective covers

Sails and protective covers, which are split or blown away by wind are only covered when:

- the craft is stranded
- the spars to which they are fastened are damaged.

✓ Salvage costs

Following an incident for which you can claim, the reasonable cost of:

- reducing or preventing further damage to the craft
- trying to find the craft if it is stranded, collides or sinks.

✓ Medical expenses

Following an incident for which you can claim, we will pay the medical expenses incurred by any passenger of the vehicle. The maximum amount that you can claim for per incident is noted on your schedule.

✓ Accessories

Accessories are covered during use with the watercraft or when stored with the watercraft up to the value noted on your schedule.

✓ Liability to other people

You and the members of your household are covered for legal liability following a watercraft accident which caused death or bodily injury to other people or damage to their property.

The maximum amount you can claim per accident is noted on your schedule. This includes legal costs which someone else can recover from you and which we agree to in order to settle or defend a claim against you.

**What is not covered under Liability to other people**

---

- ✗ Liability to members of your household, any of your employees, or any fare-paying passengers.
- ✗ Liability of any person being towed by the craft.

**Optional cover**

The following is only covered if it is noted on your schedule and the additional premium is charged:

✓ OUT-in-Africa

Refer to the OUT-in-Africa attachment to your schedule.

**What is not covered under Watercraft cover**

---

✗ Intentional loss or damage

Loss of or damage to your watercraft:

- caused intentionally by you, members of your household, or
- which occurs with your consent or knowledge, or the consent or knowledge of members of your household or the regular driver.

✗ Theft without force

Theft or attempted theft of:

- machinery, equipment, fittings and accessories that occurs without visible signs of force
- the outboard motor if it is not securely bolted or chained to the craft.

✘ Faulty construction and repair

Loss, damage or injury caused by:

- any defect in the design or construction of the watercraft
- faulty repair work or maintenance.

✘ Motors

Loss of or damage to the outboard motor if it drops off or falls overboard.

✘ Accessories not stored with the watercraft

Accessories stored at a different location to the watercraft is not covered.

E.g. GPS devices used with the watercraft but also in a motor vehicle cannot be covered under watercraft, and has to be specified under the OUT-of-the-Office section.

## Business interruption

---

### What does Business Interruption refer to?

Business interruption refers to the financial loss you suffer following interruption of your business.

E.g. Your profits may reduce substantially following fire damage at your OUTsured premises. It may take several months for the damage to be repaired and for your business to return to normal operation.

The interruption must be as a result of a loss that gives rise to a valid claim for Buildings, Contents, Electronic Equipment, OUT-of-the-Office or Stock which you have OUTsured with us. The loss must have occurred in the course of your business and at the premises noted on your schedule.

### Specifying the losses you want to cover

You can OUTsure the following financial losses:

- your fixed expenses payable following the interruption of your business
- your loss of operating profit as a result of a reduction in your turnover following the interruption of your business
- additional working expenses you incur following the interruption of your business.

The losses you want to OUTsure are only covered if noted on your schedule.

### The indemnity period

The indemnity period is noted on your schedule and is the maximum length of time you anticipate it would take your business to return to expected levels of turnover following an interruption to your business.

E.g. Your turnover could decrease from R100 000 per month to R20 000 per month following damage at your premises. We will use your financial budget, management accounts, VAT returns, etc. to determine what the turnover would have been if the damage did not occur. Once your turnover reaches this level, or the number of months stated on your schedule has expired, the indemnity period ends.

### The OUTsured value

The OUTsured value noted on your schedule is the maximum amount we will pay for any claim, less the excess and any dual insurance or under-OUTsurance.

It is important that you OUTsure your Business Interruption cover for the correct OUTsured value based on:

#### Fixed expenses

This is the total amount of fixed expenses that you incur per month.

E.g. Fixed expenses are those expenses you incur which do not vary in relation to changes in your turnover, for example your monthly rent.



### Operating profit

This is the operating profit that you generate per month. We define operating profit as your earnings before interest, tax and depreciation.

### Additional working expenses

This is the maximum amount of additional expenses necessary and reasonably incurred for the sole purpose of avoiding or diminishing the loss of profit which would otherwise have been lost as a result of the damage.

**E.g. You can specify R100 000 in additional working expenses, which you can spend on reasonable additional advertising cost if it will avoid or diminish your loss of profit.**

Should you OUTsure your Business Interruption for an amount less than its correct value, we will pay you proportionately.

It is your responsibility to update your OUTsured value.

## Calculating your claim amount

In order for us to calculate your financial loss, you must supply us with all the information we require, including your financial budgets, management accounts and statutory financial returns (including income tax and VAT returns).

The calculation of your claim amount, for each of the different financial losses, will be based on the following:

### Fixed expenses

The fixed expenses payable during the indemnity period, to the extent that your turnover dropped below its normal levels following the interruption of your business.

**E.g. If your monthly fixed expenses are normally R20 000 and your turnover dropped by 50%, we will compensate you for R10 000 in fixed expenses.**

Your claim amount will be reduced by any savings in fixed expenses, such as staff retrenchments and reduced rent. Your claim amount will also be reduced by any operating losses you incurred prior to the incident.

Any increase in your fixed expenses following the interruption of your business is not covered, unless incurred with our consent in order to avoid or diminish the loss of profit.

### Operating profit

The reduction in operating profit during the indemnity period, to the extent that your turnover dropped below its normal levels following the interruption of your business.

Claim payments made towards your fixed expenses will be taken into account when calculating your operating profit claim.

**E.g. If your monthly operating profit was expected to be R100 000, and your turnover dropped by 50%, we will compensate you for R50 000 in operating profit.**

### Additional working expenses

The additional working expenses incurred with our consent during the indemnity period.

## Your responsibilities

In order to have continuous cover and to have a valid claim, you need to adhere to the following:

### Important changes

Inform us immediately when:

- you move and your address changes
- the building is unoccupied for any period longer than 30 consecutive days

E.g. When lawful occupants still reside in the building but are away from the building for more than 30 consecutive days.

- the building is let or sublet
- any alterations, additions or improvements are made to the building.

### Responsibilities of people at the premises

Ensure that your employees, members, partners, directors, principal or any occupant at the premises comply with the terms and conditions of this policy.

## What is covered under Business interruption cover

Financial loss suffered during the indemnity period following interruption of your business. The interruption must be as a result of damage which gives rise to a valid claim for your Buildings, Contents, Electronic Equipment or Stock (as defined in the relevant sections of the policy), at the premises noted on your schedule, caused by:

### ✓ Fire, explosion and earthquake

Loss or damage caused by:

- fire
- explosion and earthquake.

✗ There is no cover for veld fires and fires spreading from adjacent properties within the first seven days of cover.

### ✓ Acts of nature and water damage

Loss or damage caused by wind, thunder, lightning, storm, hail, snow or water including accidental water damage.

✗ There is no cover for property outside a building or inside a partially roofed building, unless the property is designed to be outside.

✗ There is no cover for any flooding within the first seven days of cover.

### ✓ Bursting of water heating systems and pressurised water pipes

Loss or damage caused by leaking and bursting of pressurised water heating systems, water-supply tanks, cisterns, pressurised water pipes and sprinkler systems, all forming a permanent part of the building.

### ✓ Power surges

Loss or damage caused by power surges and dips.

### ✓ Malicious damage

Damage caused maliciously, unless by theft.

✓ Impact

Loss or damage caused by:

- animals (excluding domestic animals)
- aircraft and articles dropped from them
- vehicles
- falling trees and trees cut down by a professional tree feller.

✓ Access to your premises

Damage to any property within a 10 km radius of your premises, caused by any of the covered perils listed under WHAT IS COVERED or Optional cover selected which results in access to your premises being prevented. The prevention of access must persist for an uninterrupted period of more than 24 hours.

E.g. A flood causes damage to the only access road to your business, preventing your clients from shopping at your store. Your turnover will therefore drop and you are entitled to claim for this as a business interruption loss.

✓ Future or postponed loss

Any future loss that may arise at a later date but that has been temporarily prevented due to your turnover being sustained by current accumulated stock.

## Optional cover

The following is only covered if it is noted on your schedule and the additional premium is charged. The interruption must be as a result of damage which gives rise to a valid claim for your Buildings, Contents, Electronic Equipment or Stock (as defined in the relevant sections of the policy), at the premises noted on your schedule, caused by:

✓ Theft

Loss or damage caused by theft and attempted theft.

✓ Accidental damage

Damage caused accidentally for which more specific insurance has not been arranged or is not available in terms of this policy.

✗ Accidental damage does not cover damage:

- caused by overheating, denting, chipping, scratching or cracking which does not affect the operation of the item
- to furs, jewellery, precious and semi-precious metals and stones, curios, rare books, works of art, china, earthenware, marble and other fragile or brittle items.

✓ Machinery breakdown

Loss or damage caused by mechanical-, electrical- or electronic breakdown.

✗ There is no cover for:

- betterment such as any alterations, additions, improvements or overhauls
- loss or damage
  - recoverable under any maintenance or lease agreement
  - to consumable parts with a limited lifespan
  - caused by incorrect use or operation
  - caused by installation, servicing or repairs
  - caused by moving the property from one place to another.

The maximum amount you can claim per incident is noted on your schedule.

✓ Comprehensive subsidence

Damage caused by the downward movement of all soil types resulting from natural shifts or human activity, causing structural damage to your property, subject to:

- the building foundations and construction being designed and approved by a licensed structural engineer
- approval by OUTsurance.

✗ There is no cover for damage relating to subsidence caused by:

- excavations other than by mining activities
- removal of or weakening of pillars
- the poor compaction of soil used to fill areas under paving and floors.
- the bursting, leaking or overflowing of non-pressurised pipes such as sewerage, wastewater and stormwater pipes.

**What is not covered under Business interruption cover**

---

✗ Financial loss following damage caused to

- Vehicles
- Stock in transit
- Money
- Out-of-the-Office items
- Property not OUTsured under this policy.

✗ Malicious damage

Loss or damage caused:

- with your knowledge or consent
- if the building is unoccupied for more than 30 consecutive days.

E.g. When lawful occupants still reside in the building but are away from the building for more than 30 consecutive days.

- if the building is vacant, empty, abandoned or illegally occupied

E.g. When all lawful occupants move out of the building it immediately becomes vacant.

- by you or any of your members, partners, directors, principals, employees, or any occupant at the premises
- of property outside the building.

✗ Matching materials

Any additional costs resulting from the unavailability of matching materials and equipment.

✗ Where any of the following cause or contribute to damage

- volume changes in any clay-based soil or in rock, caused by changes in their moisture or water content
- scratching, chipping, cracking, denting, biting, tearing or dirtying
- defects in the design or construction of the building, or where the structure would not have been approved by the relevant local authority at the time of construction
- construction, alteration or repairs, defective workmanship or materials
- a lack of maintenance
- property undergoing any heating or drying process.

✗ Bad debts

Any operating losses or bad debts.

## Public liability

---

### What does Public liability refer to?

Public liability refers to damages which you are liable to pay following an incident which occurred in the course of or in connection with your business.

You can be held liable following the actions of any member, partner, director, principal or employee.

E.g. You own a cleaning service business. Your employee does not warn the public that the shop floor is wet. A shopper is injured when she slips and falls. You, as his employer, can be held legally liable for her injuries and medical expenses.

The liability must arise in South Africa:

- at your premises, or
- from a contract of work executed, or
- from goods sold or supplied, or
- from a vehicle incident.

The following have to be OUTsured under Optional cover and are only covered if noted on your schedule and the additional premium is charged:

- liability arising from defective workmanship
- liability for damages caused by your goods or products which occurs at premises other than your own
- liability for damages to property which is in your custody or control
- internal liabilities
- external liabilities
- trustees liability
- liability arising from veldfires.

### Time periods

- The incident or initial cause must occur while you have cover with us.
- If you have selected Extended Retroactive cover, then you can claim for an incident or initial cause which occurred on or after the Retroactive Date noted on your schedule.

E.g. If you were previously covered under a “Claims Made” policy, you will need Extended Retroactive cover in order to claim for an incident which occurred before your cover started with us. If you were covered under a “Losses Occurring” policy, you must claim from your previous insurer for an incident occurring before your cover started with us.

- You must report any incident which may give rise to a claim within 30 days from the date of the incident or becoming aware of an incident.
- You must report the claim within 36 months following the incident or initial cause. In the case of minors, this period is extended to 12 months after the claimant has reached the age of majority.
- If your cover with us ends, you must report the incident which occurred while you were covered with us within 30 days from the date your cover ended.

## The OUTsured value

The OUTsured value noted on your schedule is the maximum amount we will pay for any claim, less the excess and any dual insurance. The maximum amount payable for claims originating from the same cause or source is also limited to the OUTsured value.

The OUTsured value on the date of the incident or initial cause that gave rise to the claim will apply to any claim payment. It includes any legal costs which someone else can recover from you and which we agree to pay in order to settle or defend a claim against you. The OUTsured value applicable to the retroactive period (if noted in the schedule to be included) will be the OUTsured value at inception.

## Your responsibilities

In order to have continuous cover and to have a valid claim, you, any of your members, partners, principals, directors, employees or any occupant at the premises need to observe the terms and conditions of the policy.

E.g. Your employees are also bound to the requirement of taking all reasonable steps to prevent or minimise damage or liability.

## What is covered under Public liability cover

Where you are legally responsible for any of the following which occurs in the course of or in connection with your business:

### ✓ Death, illness or injury

Damages which the OUTsured shall become legally liable to pay consequent upon accidental death, illness or bodily injury to any person.

- ✗ There is no cover for death, illness or injury to members of your household, any employees or other service contract workers.

### ✓ Damage to property

Damages which the OUTsured shall become legally liable to pay consequent upon accidental loss of or damage to tangible property belonging to other people.

This includes property belonging to:

- any member, partner, director, principal or employee
- your landlord
- any visitor to your premises.

- ✗ There is no cover for property belonging to you or which is in your custody or control, except for property belonging to your landlord.
- ✗ There is no cover for that part of any property on which the OUTsured is or has been working if such damage results directly from such work.
- ✗ There is no cover for damage occurring after the completion and handing over of any work and caused by or through or in connection with any defect or error in or omission from such work.

✓ Additional legal defence costs

Legal defence costs arising from any criminal action brought against you or any member, director, partner or employee in the course of his occupation with you, in connection with the following Acts:

- The Occupational Health and Safety Act
- Compensation for Occupational Injuries and Diseases Act
- The Mines Health and Safety Act
- The Electricity Act or other Acts pertaining to the supply of electricity.

All as read in conjunction with the Criminal Procedures Act.

The maximum amount you can claim is noted on your schedule.

✓ Wrongful arrest

Damages resulting from wrongful arrest, any associated assault and defamation. The maximum amount you can claim for is noted on your schedule.

✓ Security companies

If you enter into a contract with a security company, its personnel will be regarded as being your employees.

If the security company has its own Public Liability cover under another insurance policy, we will only pay the difference between your claim amount and the limit of cover under that policy.

✓ Pollution

Sudden, unforeseen and unintended pollution, contamination or seepage, including the clean-up costs.

## Optional cover

The following is only covered if it is noted on your schedule and the additional premium is charged:

✓ Defective workmanship

Where you are legally liable for:

- any damage to property including that part of any property which the OUTsured has worked on, belonging to other people
- accidental death, illness or bodily injury to other people.

arising from any defect, error or omission in your work which occurs after the completion and handing over of the work

There is no cover for property which:

- belongs to you, or
- is in your custody or control unless the premises and structures (including contents), fixed plant and machinery are temporarily occupied or used by you for the purpose of performing the work.

E.g. A plumber works on his client's geyser, completed the work and handed it over to his client. Because he did not properly fasten the water pipe to the geyser, water leaks from the geyser and causes damage to his client's ceilings and carpets. This damage caused by the plumber's defective workmanship is then covered.

The maximum amount payable per incident is noted on your schedule. The maximum amount payable for the annual period of insurance which is based on the renewal date of your policy is noted on your schedule.

✘ There is no cover for:

- the cost of rectifying, repairing, altering or recalling defective work
- inefficacy of the work performed or work which did not produce the result anticipated
- defective design
- any work on any aircraft or its parts .

E.g. A plumber is instructed by his client to repair his faulty geyser, which does not heat the water anymore. After replacing the thermostat the client expected the geyser to deliver heated water, but the water is still cold. The work performed by the plumber therefore did not deliver the result anticipated, but has however not caused any damage to the client's property. This is therefore not covered under Defective Workmanship, as the plumber must simply rectify the work at his own expense.

✓ Damage to property under your custody or control

Where you are legally liable for any damage caused while performing work to property belonging to other people which is in the custody or control of the OUTsured.

There is no cover for:

- property which belongs to you
- damage to any underground cables, pipes and conduits caused while digging trenches unless specifically specified on your schedule
- there is no cover for that part of any property on which the insured is or has been working if such damage results directly from such work
- there is no cover for damage occurring after the completion and handing over of any work and caused by or through or in connection with any defect or error in or omission from such work.

✓ Defective products

Damage to property or accidental death, illness or bodily injury to other people that occurs away from your business premises and which is caused by goods or products sold or supplied in connection with your business.

The maximum amount payable per incident is noted on your schedule. The maximum amount payable for the annual period of insurance which is based on the renewal date of your policy is noted on your schedule.

✘ There is no cover for:

- the cost of repair, alteration, recall, tampering, reconditioning or replacement of the product causing injury or damage. For the purposes of this exclusion the term "replacement" shall be deemed to include any credit or refund granted or alternative product provided by the insured in lieu of replacement of the defective product
- the cost of demolition, breaking out, dismantling, delivery, rebuilding, supply and installation of the goods or products any other property essential to such repair, alteration or replacement unless physically damaged by the goods or product
- arising from the failure of any product to fulfil its intended function or to perform as specified, warranted that this exclusion shall not apply to consequent injury or damage
- any defect in any product or any part thereof of which the insured was aware prior to the inception of the cover



- defective design, formula, plan or specification, where the insured is responsible for any part of the manufacturing, packaging or preparation prior to sale
- goods or products which did not produce the result stated or anticipated
- any aircraft-related goods or products
- liability arising out of Product Guarantee, Performance Guarantee, Product Inefficacy covers, Financial Guarantee, Contractual Penalties and Products Integrity Impairment
- companies involved in the research, development or manufacturing of pharmaceutical products, including clinical trials, and implantable medical devices
- manufacturers of automobiles, buses and trucks and including manufacturers of all mechanical parts vital to the functionality of the vehicles being the steering systems, braking systems, drive train system (i.e. includes transmission system, the differentials and engine) and suspension
- the manufacture or production of:
  - fireworks, ammunition, fuses, cartridges, gunpowder, nitroglycerine or any explosive unless purely incidental to the main operations of the insured
  - gases and/or air under pressure in containers unless purely incidental to the main operation of the insured
  - butane, methane, propane and other liquified gases
  - poisonous substances and toxic waste.

### ✓ Internal liabilities

#### Damage to the vehicle

Damage caused to any vehicle belonging to another person which is in your custody and control or which forms part of your vehicle stock caused by:

- a collision on your premises involving the vehicle
- the use of a mechanical hoist or lift in your vehicle service area on your premises

E.g. If you operate a vehicle repair business, you may cause damage to a client's car when it is moved on the premises.

New and used vehicles belonging to the insured will be covered for the cost price. Vehicles belonging to other parties are covered for the reasonable market value.

The maximum amount you can claim for any incident is noted on your schedule.

#### Liability to other people

Legal liability following a collision on your premises which causes damage to property belonging to other people. The collision must involve a vehicle which forms part of your stock or which is in your custody and control.

E.g. If you operate a vehicle repair business, one of your technicians may need to move a clients vehicle that you are busy working on and in the process they scratch a parked vehicle on the premises.

The maximum amount you can claim for any incident is limited to the Comprehensive Public Liability insured value noted on your schedule.

- ✗ Internal liabilities does not cover any damage, liability or injury arising from any of the following:
  - Where you, members of your household, or anyone with your knowledge or consent or

the knowledge or consent of members of your household drive without a valid driver's licence or permit

- Where the driver of the vehicle:
  - was previously denied renewal or continuation of insurance cover
  - uses the vehicle without authorisation.
- If you, members of your household, or anyone with your knowledge or consent or the knowledge or consent of members of your household who drives the vehicle:
  - is under the influence of alcohol or drugs
  - has a concentration of alcohol in the blood exceeding the legal limit or fails a breathalyser test
  - refuses to give either a breath or blood sample
  - consumes any intoxicating liquor or drug having a narcotic effect after an accident while on the scene.
- Liability where the vehicle claim was rejected. Any incident which causes damage to other people's property or injury to them and where the claim for loss of or damage to the vehicle itself is not covered.
- Vehicles, drivers or any liability which are covered by any other insurance contract.
- Vehicles not noted in your stock register.

### ✓ External liabilities

#### Loss or damage to the vehicle

Loss or damage caused to any vehicle belonging to another person which is in your custody and control or which forms part of your vehicle stock. The loss or damage is covered where the incident occurs away from your premises.

E.g. As a vehicle dealer you may need to collect and deliver, test or demonstrate vehicles away from your business premises. While you are busy with a vehicle test drive, the client who is driving collides with another vehicle at a traffic light. The damage to the demonstration vehicle will be covered.

New and used vehicles belonging to the insured will be covered for the cost price. Vehicles belonging to other parties are covered for the reasonable market value.

The maximum amount you can claim for any incident is noted on your schedule.

#### Liability to other people

Legal liability following an incident which occurs away from your premises involving a vehicle which forms part of your vehicle stock when property belonging to other people was damaged. Vehicles belonging to your clients that are in your custody and control will also be included.

E.g. As a vehicle dealer you may need to collect and deliver, test or demonstrate vehicles away from your business premises. While you are busy with a vehicle test drive, the client who is driving collides with another vehicle at a traffic light. The damage to both vehicles will be covered.

The maximum amount you can claim for any incident is limited to the Comprehensive Public Liability insured value noted on your schedule.

- ✗ External Liabilities cover shall only apply when the vehicle is being used for any of the following:
  - for your stated business activity by you, members of your household, any director or any permanent employee

- for demonstration purposes, including where the vehicle is driven by the person to whom it is being demonstrated, provided that the person is accompanied by a fully licensed driver being you, or any members of your household, any director or any permanent employee. Motorcycles and motor scooters are however covered for demonstration purposes without the driver being accompanied
  - for social, domestic and pleasure purposes by you, or any members of your household, any director or any permanent employee.
- ✘ External liabilities does not cover any loss, damage, liability or injury arising from any of the following:
- Where you, members of your household, or anyone with your knowledge or consent or the knowledge or consent of members of your household drive without a valid driver's licence or permit.
  - Where the driver of the vehicle:
    - was previously denied renewal or continuation of insurance cover
    - uses the vehicle without authorisation.
  - If you, members of your household, or anyone with your knowledge or consent or the knowledge or consent of members of your household who drives the vehicle:
    - is under the influence of alcohol or drugs
    - has a concentration of alcohol in the blood exceeding the legal limit or fails a breathalyser test
    - refuses to give either a breath or blood sample
    - consumes any intoxicating liquor or drug having a narcotic effect after an accident while on the scene.
  - Where the vehicle is used for:
    - racing or competition
    - driving instruction for which the driver receives payment
    - carrying explosives.
  - Where the vehicle is:
    - involved in an accident and it does not meet the roadworthy requirements as stated by road traffic legislation
    - carrying a load of passengers, goods or vehicles exceeding the capacity for which it was constructed or licensed to carry.
  - Damage to the vehicle:
    - caused intentionally by you, members of your household, or
    - which occurs with your or members of your household's knowledge or consent.
  - Theft caused by you, any of your members, employees, partners, directors, principals or any occupant at your premises.
  - Liability for accidental death, illness and bodily injury. Liability for death and bodily injury is covered by the Road Accident Fund inside South Africa. It is advisable to purchase cover for liability of death and bodily injury when travelling outside South Africa. Country specific cover is often compulsory and available when entering countries.
  - Liability where the vehicle claim was rejected. Any incident which causes damage to other people's property or injury to them and where the claim for loss of or damage to the vehicle itself is not covered.
  - Theft of accessories and spares unless the whole vehicle is stolen.
  - Vehicles, drivers or any liability which are covered by any other insurance contract.
  - Vehicles not noted in your stock register.

✓ Trustees liability

Damages for which the policy holder or any associated trustees are legally liable arising from any wrongful act.

The maximum amount payable per incident is noted on your schedule. This is also the maximum amount payable for the annual period of insurance which is based on the renewal date of your policy.

A wrongful act is any actual or alleged breach of trust or duty, neglect, error, misstatement, misleading statement, or omission committed by a trustee who acts in his capacity as trustee for the policy holder.

- ✗ There is no cover for:
  - any liability for the payment of VAT
  - any remuneration or other monies to which the policy holder or trustees are legally entitled
  - any trustees committing any wrongful acts knowing such actions to be illegal, fraudulent or of malicious intent, however this shall not apply to any innocent party affected by such acts.

✓ Veldfires

Damage or bodily injury caused by the spreading of a veld- or forest fire.

The maximum amount you can claim for any incident is noted on your schedule.

- ✗ There is no cover for veld fires and fires spreading from adjacent properties within the first 7 days of cover.
- ✗ There is no cover if you, members, employees, partners, directors, principals, or any occupant at the premises do not comply with legislation such as the National Veld and Forest Fire Act.

## **What is not covered under Public liability cover**

---

✗ Vehicles

Liability arising directly or indirectly from the ownership, possession or use of any mechanically propelled vehicle (other than a pedal cycle, lawnmower, ride-on cleaning equipment, motorised wheelchairs and motorised scooters and electric bikes not registered for use on public roads that are not being used for delivery or transportation of goods), trailer, watercraft, locomotive or rolling stock, unless where used as tools of trade which do not fall in the scope of vehicle insurance.

This exception shall not relieve OUTsurance of liability consequent upon injury or damage caused by the loading or unloading of any vehicle, insofar as such liability is not insured by any other insurance policy.

This exclusion does not apply to the optional Internal and External Liabilities cover.

✗ Liability caused by goods or products sold happening away from the premises

Liability caused directly or indirectly by goods or products (including containers and labels) sold or supplied and happening away from the premises occupied by the insured, other than food and drink supplied incidentally for consumption on the premises.

✘ Liability occurring after the completion and handing over of any work

Liability occurring after the completion and handing over of any work and caused by or through or in connection with any defect or error in or omission from the work.

✘ Legal action outside South Africa

Any amounts awarded by a court of first instance outside of South Africa.

✘ Cover given by legislation or other insurance contracts

Liability which falls in the scope of legislation.

✘ Fines and penalties

Fines, penalties and punitive damages.

✘ Liability arising from

- any incidents or potential liability claims which you were aware of when your cover started with us
- any advice or treatment of a professional nature (other than first aid treatment) given by the insured
- aviation liability including aviation products liability, airport and tower control liability and all other liability arising out of the use of aircraft or flying machines, products for aircraft or flying machines and any contractor operating on airfields and/or airside
- deliberate disregard by the insured of the need to take reasonable precautions to prevent any event which may give rise to a claim
- damage caused by vibration, removal, weakening of or interference with support to any land, building or other structure
- damages in respect of judgements delivered, awarded or settlements made, including costs recovered by any claimant from the insured, otherwise than by a court of competent jurisdiction within the Republic of South Africa
- damages in respect of any claim arising from an event known to the insured when this insurance inception
- any claim arising in connection with actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities or arising from any breach of a provision of the Competition Act 89 of 1998 or any similar provision, Act or regulation as may be in force in any jurisdiction or country in which the liability arose
- liability in respect of injury, damage or loss of use of property caused directly or indirectly by seepage, pollution or contamination or the costs of removing, nullifying or cleaning up seeping, polluting or contaminating substances except where such seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence
- burst dam walls
- the use of weapons or firearms
- liability associated with storm, wind, rain, hail or snow damage
- mines (aboveground, underground and underwater) and collieries and all services in connection therewith, quarries, tunnelling, subway construction, including excavation work in connection with any of the foregoing
- decennial liability
- pure financial loss and/or pecuniary losses
- blood banks, blood products and blood transfusion centres. Damages, costs or expenses arising directly or indirectly out of, resulting from or related to any blood-related disease, infection or side effects caused by pathogens and/or cellular blood compounds and/or product or substance of human origin

- construction, building, wrecking, demolition, maintenance, ownership or operation of dams (and coffer dams), tunnels and underwater construction
- manufacturing, maintenance, ownership, operation or use of railways, tramways, cable cars and chair-lifts
- liability associated with the end operation of landfills and other waste disposal sites, i.e. management, treatment and disposal of wastes
- companies involved in loading and/or unloading, construction, upgrade, repair, maintenance wrecking and demolition of ships/vessels
- operators of ports, docks and shipyards
- the operations of offshore platforms and offshore rigs
- oil and gas companies including petrochemical risks other than retail fuel outlets also known as filling stations
- utility companies i.e. national and large scale or country/regional wide producers, manufacturers and distributors of energy such as electricity, gas and treatment and distribution of water
- satellites including launching
- tyre manufacturers
- producers and manufacturers of firearms whose primary business is to produce, manufacture and distribute other than retailers and gunsmiths
- manufacturers of notifiable chemicals in terms of the Department of Labour
- manufacturers of and the distribution of tobacco and tobacco products such as cigarettes, cigars and tobacco
- medical equipment/machines/products which are permanently implanted into the human body.

## Employee dishonesty

---

### What does Employee dishonesty refer to?

Employee dishonesty refers to cover for losses following:

- acts of fraud by your employees or
- theft of items, OUTsured under the policy, by your employees.

Employees refer to your permanent employees and service contract workers over whom you have control and whose performance you can direct in the course of your business. This includes any of your members, partners, directors or principals who are also your employees.

### The OUTsured value

The OUTsured value noted on your schedule is the maximum amount we will pay for any claim, less the excess, any dual insurance and under-OUTsurance.

Where the claim is due to the actions of any of your members, partners, directors or principals, the amount payable will be reduced by the extent of that person's participation or shareholding in the business.

### Your responsibilities

#### Contact information

You need to keep up to date information of the identification, address and contact details of all your employees. This will assist us in contacting employees who may be involved in any acts of fraud or theft.

#### Important changes

You need to specify the correct number of employees and should ensure that this number remains up to date. The calculation of your premium payable is based on this number. Should the number of employees specified on your schedule be less than your actual number of employees, you will be compensated on a proportional basis.

E.g. If the number of employees specified on your schedule is 20 and you actually have 40 employees, you will be compensated for 50% of your loss.

You need to inform us immediately about material changes to the nature of your employees' work.

E.g. If your business activities expand from a mere administrative business to one where you buy and sell electronic equipment, you will have greater exposure to internal theft.

#### Reporting incidents

You need to report any incident which may give rise to a claim to the police within 24 hours of becoming aware of it. You also have to lay criminal charges against the employees involved which you cannot later withdraw.

### What is covered under Employee dishonesty cover

---

#### ✓ Theft

Loss of money or property belonging to you, or for which you are responsible, stolen by any employee.

#### ✓ Fraud

Loss as a result of fraud by any employee who obtains direct financial gain by these actions.

## What is not covered under Employee dishonesty cover

---

### ✘ Items not covered under the policy

Items not covered under this policy will not be covered for employee dishonesty incidents.

### ✘ Time periods

Incidents discovered or reported:

- more than 24 months after their occurrence
- more than 12 months after this cover ended or after the employment of any involved employee ended.

- ✘ Losses incurred from the time that you became aware that any employee committed fraud or theft.



## Personal accident

---

### What does Personal accident refer to?

Personal accident refers to cover for your members, partners, directors, principals or employees noted on your schedule. They are covered for death or disability directly caused by an accident occurring anywhere in the world, provided that death or disability occurs within 12 months of this injury.

Only people between the ages of 14 and 70 can be covered.

### Categories of cover

You can select cover on any of the following basis:

#### Named person basis

Each person is specifically noted on your schedule.

#### Department/position basis

Each department or position, with its respective number of people, is specifically noted on your schedule.

### The OUTsured value

The OUTsured value for each category of Personal Accident cover is noted on your schedule and is the maximum amount we will pay for any claim or series of accidents arising from one cause.

### Your responsibilities

#### Specifying your number of employees

Ensure that your stated number of employees is correct and always up to date, as the calculation of your premium is based on this amount.

#### Responsibilities of your employees

Ensure that any of your employees, members, partners or directors comply with the terms and conditions of this policy.

### What is covered under Personal accident cover

---

- ✓ Death directly caused by an accident. This includes presumption of death (determined by a court) following disappearance after an accident involving any vehicle, air- or watercraft in which the person was travelling.
- ✓ Permanent disability directly caused by an accident. The benefit table is noted on your schedule.

### Optional cover

The following is only covered if it is noted on your schedule and the additional premium is charged:

#### ✓ Temporary total disability

Temporary total disability directly caused by an accident where the person is unable to perform his/her usual work or occupation. The maximum amount and payment period are noted on your schedule.

Your claim payment will be reduced by any compensation payable under any legislation.

## What is not covered under Personal accident cover

---

- ✘ Compensation for death, disability or medical expenses caused by:
- travelling by air other than as a fare-paying passenger
  - suicide or intentional self-injury
  - an existing physical defect or other medical condition of such person
  - a result of the influence of alcohol, drugs or narcotics upon such person except for prescribed medicine taken in accordance with the instructions of a member of the medical profession (other than himself)
  - participating in any riot, civil commotion or terrorism
  - pregnancy, childbirth, abortion, miscarriage and obstetrical procedures
  - engaging in off-road motorcycling, any kind of speed contest other than on foot, aeronautics, hang-gliding, skydiving,
  - parachuting, mountaineering where the aid of guide ropes is required, rock climbing, game hunting, hurdling, steeple chasing, polo, professional sports, snow or ice sports, racing with power-driven vehicles, watercraft or aircraft, martial arts, bungee jumping, scuba and deep diving
  - mining (aboveground, underground and underwater) and collieries and all services in connection therewith, quarries, tunnelling, including excavation work in connection with any of the foregoing
  - using explosives unless as part of the insured's noted business activity
  - participating in any defence, correctional or security services.

## Employer's liability

---

### What does Employer's Liability refer to?

Employer's liability refers to damages which you are liable to pay to an employee following an incident which occurred in the course of or in connection with this person's employment with you.

You can be held liable following the actions of any member, partner, director, principal or employee.

### Time periods

- The incident or initial cause must occur while you have cover with us
- You must report the claim within 36 months following the incident or initial cause
- If your cover with us ends, you must report the incident which occurred while you were covered with us within 30 days from the date your cover ended.

### The OUTsured value

The OUTsured value noted on your schedule is the maximum amount we will pay for any claim, less the excess, and any dual insurance and under-OUTsurance. The maximum amount payable for claims originating from the same cause or source is also noted on your schedule.

The OUTsured value on the date of the incident or initial cause that gave rise to the claim will apply to any claim payment. It includes any legal costs which someone else can recover from you and which we agree to pay in order to settle or defend a claim against you.

### Employee

Shall mean:

- any person while employed under a contract of service with or apprenticeship to the insured, or
- any person while hired or seconded from any other party into the service of the insured.

Who the insured has the right at all times to govern, control and direct in the performance of his work in the course of the business of the insured.

Independent contractors are excluded from this definition.

### Your responsibilities

#### Your representatives

In order to have continuous cover and to have a valid claim, you and anyone representing you need to observe the terms and conditions of the policy.

E.g. Your employees are also bound to the requirement of taking all reasonable steps to prevent or minimise damage or liability.

#### Important changes

You need to specify the correct number of employees and should ensure that this number remains up to date. The calculation of your premium payable is based on this number. Should the number of employees specified on your schedule be less than your actual number of employees, you will be compensated on a proportional basis.

E.g. If the number of employees specified on your schedule is 20 and you actually have 40 employees, you will be compensated for 50% of your loss.

## Medical examinations and treatment

After suffering accidental bodily injury for which compensation may be payable under this section, such person shall, when required by OUTsurance to do so, submit to medical examination and undergo any treatment specified. OUTsurance shall not be liable to make any payment unless this condition is complied with to its satisfaction.

## What is covered under Employer's liability cover

---

- ✓ Where you are legally responsible for accidental death or illness of, or bodily injury to any employee or service contract worker which occurs in the course of or in connection with that person's employment with you.

## What is not covered under Employer's liability cover

---

- ✗ Disease or impairment attributable to a gradually operating cause  
Liability for disease or impairment attributable to a gradually operating cause which does not arise from a sudden and identifiable accident or event.
- ✗ Fines and penalties  
Fines, penalties and punitive damages.
- ✗ Legal action outside South Africa  
Damages in respect of judgements delivered, awarded or settlements made, including costs recovered by any claimant from the insured, otherwise than by a court of competent jurisdiction within the Republic of South Africa.
- ✗ Event known to the insured prior to inception  
Any claim arising from an event known to the insured prior to inception of this section.
- ✗ Cover given by legislation or other insurance contracts  
Liability covered by any compulsory motor vehicle insurance Act, The Road Accident Fund Act, The Occupational Health and Safety Act, The Compensation for Occupational Injuries and Diseases Act and any other insurance contract. This exception shall apply notwithstanding that no insurance under such Act is in force or has been effected.
- ✗ Employees not being South African citizens  
Liability in respect of employees not being South African citizens.
- ✗ Employee liable for causing injury, death or bodily injury to another employee  
Liability where an employee is held liable for causing bodily injury or death to another employee.
- ✗ Mines (aboveground, underground and underwater) and collieries  
Mines (aboveground, underground and underwater) and collieries and all services in connection therewith, quarries, tunnelling, Including excavation work in connection with any of the foregoing.
- ✗ Liability arising from:
  - vibration or by the removal or weakening of or interference with support to any land, building or other structure
  - construction, maintenance or demolition of towers, tunnels, steeples, bridges, viaducts, dams, coffer dams or chimney shafts or any other building exceeding 20 meters height. However this exclusion shall not apply to maintenance inside such building

- the existence, mining, handling, processing, manufacture, sale, distribution, storage or use of asbestos, asbestos products and/or products containing asbestos
- the use of weapons or firearms
- the ownership, hire or leasing of any airport, airstrip or helicopter pad
- the refuelling of aircraft
- aircraft crews and/or any persons involved in the inspection, testing and/or maintenance of aircraft whilst in flight
- underwater work, seamen, ship crews, shipping and off shore rig risks
- shipbuilding, ship repairing, ship breaking, stevedoring, wharfage, marine surveying and harbour/longshore work
- dockside work, stevedoring, dockers or harbour workers, wharf-age, quay and marine surveying
- professional sports teams
- radioactive contamination
- building-wrecking or demolition and/or scrap metal merchants
- operation of railways other than private sidings
- oil and gas companies including prospecting, drilling, producing, refining and distributing except for retail distribution work incidental to the main risk
- fire brigades and law enforcement agencies
- service in any kind of armed forces (for example but not limited to military, police and security service)
- manufacture and/or supply and/or production, storage, filling, breaking down or transport of:
  - fireworks, ammunition, fuses, cartridges, powder, Nitroglycerine or any explosives
  - gases and/or air under pressure in containers. This exclusion shall not apply to retailers of gases and/or air under pressure in containers
  - butane, methane, propane and other liquified gases
  - toxic substances and toxic wastes
  - celluloid and pyroxilin
  - petrochemicals and also chemicals of a toxic, noxious, explosive and/or highly flammable nature
  - processing of flax and cotton.