

**YOUR POLICY: WET DECK**



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twenty20  
INSURANCE ADMINISTRATORS

GUARDRISK  
TAILORED RISK SOLUTIONS

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# CONTENTS

## GETTING STARTED

- 3 What you can insure and claim for
- 5 Claims
- 5 How much we pay
- 5 How to claim
- 6 Time limits that affect your claim
- 6 What to do if your claim is rejected
- 7 Other points to note
- 7 What we do not cover
- 7 General exclusions

## WET-DECK

- 8 Conditions of use
- 8 What we cover
- 9 Additional Cover
- 9 Other people using your pleasure-craft
- 9 Yacht Racing Risk
- 9 Medical Expenses
- 9 Use by Other Persons
- 9 Submerged Objects
- 9 Fouling of Machinery
- 9 Paying out after a claim
- 10 What is not covered
- 10 Your specific responsibilities
- 10 Repatriation of Vessel from Cross Border Territories



 [www.true-grit.co.za](http://www.true-grit.co.za)


 [info@true-grit.co.za](mailto:info@true-grit.co.za)

True Grit is the brand/product name administered by Smartsure Twenty20. Smartsure Twenty20 is an authorised financial service provider in terms of FSP No. 45422

ADMINISTERED BY:

**smartsure**  
**twenty20**

INSURANCE ADMINISTRATORS

 011 840 6000



**TRUE GRIT ASSIST**

**0861 444 770**

Underwritten by Guardrisk Insurance Company Limited. Guardrisk Insurance Company Limited is an Authorised Financial Services Provider and Registered Short Term Insurer. FSP No. 75

UNDERWRITTEN BY:

**GUARDRISK**   
TAILORED RISK SOLUTIONS

 011 669 1000





## KEY TERMS TO UNDERSTAND

- YOU** • Includes yourself, your spouse and any members of your immediate family who normally reside with you, and are financially dependent on you;
- SCHEDULE** • The section that details what you're covered for, and for how much;
- CLAIM** • When you ask us to compensate you for following loss or damage;
- INSURED EVENT** • When something happens that you are allowed to claim for;

## GETTING STARTED

Our guideline explains the basics of the terms and conditions of our offering.

This is for Information purposes only and does not form part of the insureds contract.

### WHAT YOU CAN INSURE AND CLAIM FOR

- Motor Vehicle
- Motorcycles
- Towables
- Wet-deck
- Portable Outdoor Property

Only select categories of property which can be insured – these are set out in further detail in this guideline.

### MOST IMPORTANT

1. Do not sign any blank or partially completed application forms.
2. Complete all forms in ink.
3. Keep all documents handed to you.
4. Make notes as to what is said to you.
5. Don't be pressurised to buy this Policy.
6. Incorrect information or non-disclosure by you may impact on any claims arising from your contract of insurance
7. We may not cancel your policy merely by informing your intermediary. There is an obligation to make sure the notice has been given to you as required by law.

### WHY THE SCHEDULE IS SO IMPORTANT

This is probably the most important section of the policy. It tells you such things as:

- how much you pay in premiums and fees;
- up to what value or limit you are insured per section;
- how much your excess is for each section of cover;
- which items are covered by the policy;
- what type of cover you have chosen.

Take some time now to acquaint yourself with the schedule. If you find any errors, please tell your broker right away.

### YOUR RESPONSIBILITIES AS THE POLICYHOLDER

#### Give us accurate information

You must make sure that all the information you give us about yourself, your property and your risk profile is accurate.

This will include information about your financial situation, such as insolvency.

Incomplete or incorrect information could affect the validity of your policy, and may result in us voiding your policy.

You must tell us immediately of any material changes that may increase the risk of loss or damage to your insured property. We will then have the right either to cancel the policy, or let it continue with new terms and conditions.

#### Be aware of how we use this information

Please note that the information you give us will be stored on databases and shared with other parties in the insurance industry in order to gather industry statistics, improve the quality of risk assessment and combat fraudulent claims.

It is important to understand that this information will remain at the disposal of these parties, even after your policy with us ends.

## HOW TO CONTACT US

All written communication relating to this policy (including claim rejections and legal proceedings) must be sent to this address:

### ADMINISTRATOR

SmartSure 2020 (Pty) Ltd

- ☎ 011 840-6000
- ✉ PO Box 321, Cramerview 2060
- ✉ info@true-grit.co.za
- 🌐 www.true-grit.co.za

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### UNDERWRITER

Guardrisk Insurance Company Ltd

- ☎ 011 669-1000
- ➔ 102 Rivonia Rd, Ground floor, 2nd Tower, Sandton
- ✉ info@guardrisk.co.za

GUARDRISK  
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## UNDERSTANDING ALL THE LEGAL STUFF

### This is a legal contract.

This policy is simply a legal contract between you (the person whose name is detailed in the schedule) and us (Smartsure Twenty20 (Pty) Ltd with the cover underwritten by Guardrisk Insurance Co. Ltd).

It basically says that if you suffer a loss from an insured event, we will pay you out on condition that you have paid your premiums, and have complied with all terms and conditions.

### MAKING THINGS AS CLEAR AS POSSIBLE

The policy is designed to avoid confusion.

Any word that has been formally defined – for example, claim or insured event – shall have that meaning wherever it appears.

All the headlines that you see are merely to help you find information quickly as summaries and you must read the detail underneath.

The policy wording will always be the final legal interpretation in the event of any dispute around meaning or interpretation.

### THIS IS YOUR POLICY

Only YOU have rights under this policy – even where we have defined “you” to include other persons.

### INSURABLE INTEREST

You can only claim for items in which you have an insurable interest.

These are items which, if lost or damaged, cause you to be worse off financially.

### Prevent / minimise loss or damage

You must take reasonable steps to prevent loss or damage to your insured property after an event, or we might not compensate you for any loss or damage.

### Tell us if you wish to cancel the policy

You may cancel the policy at any time. If we wish to cancel the policy, however, we must give you 31 days' written notice.

### Pay your premiums on time

Your premiums – whether paid monthly or annually – must be received by us on time. All premiums are payable in advance, before your policy starts.

### Monthly premiums

If you pay monthly, your very first premium must be paid on time via a bank debit order; there is no grace period – first premiums must be paid in advance.

If you miss a payment for any subsequent month, we will ask you to settle two months of premiums the following month.

If the payment is still not received after that, or you instruct your bank to stop the payment, your policy will be cancelled. This cancellation will be backdated to the date on which your first payment was supposed to have been made.

If the premium is settled in part only, it will be used to pay off your oldest outstanding premium. Under these circumstances, any claims you may make will not be settled until you first pay all premiums still outstanding, or agree to them being deducted from any settlement.

### Annual premiums

If you are paying annually, you are allowed a 30-day grace period after the start of your policy to settle your payment. If you miss this deadline, your policy will automatically lapse.

### Tell us of any material changes

A material change is one that could affect your risk profile – for example, a move to a new address, a change in your financial situation.

You must tell us of any such changes, as this may affect the level of your premiums, and other terms and conditions.

You are allowed to request a change to the policy at any time. Please note that the changes you request may require us to amend the terms and conditions of the policy.

We are allowed to request a change in the policy from you provided we give you 30 days in which to comply.

### Avoid fraud

All dealings concerning this policy must be done honestly and in good faith. If you are found to have engaged in fraudulent or dishonest behaviour, you will lose all rights to claims and premiums and your policy will be cancelled from the date of the fraud.

Moreover, we may take legal steps to recover damages from you. Examples of fraudulent behaviour are:

- providing false information in support of a claim or about your risk profile;
- making a claim that you know to be false, fraudulent or exaggerated;
- obstructing the outcome of a legal matter.

### Observe all terms and conditions

Terms and conditions are basically the rules you have to stick to in order for the policy to be valid – for example, paying your premiums on time or letting us know if you have changed your residential address.

Make sure you understand all terms and conditions; if you don't, it may result in us refusing to pay you out for a claim.

## HOW MUCH WE PAY

We restore you back to your original financial position

When we settle a claim with you, our objective is to give you a payout that leaves you in the same financial position as you were before the loss took place.

This payout may be based on:

- replacement value or “new for old”, where the payout is based on the value of similar new property
- a pre-agreed sum
- any other basis as described in the relevant section, such as the retail value of a vehicle.

How much we pay out is always based on the value of the lost property, and not the sentimental or other specific value the property

## CLAIMS

### We always decide how we pay out

If the damaged item you are claiming for can be repaired, we may pay for the cost of the repair – but only if it makes economic sense to do so. Otherwise, we may replace it, pay you out in cash or give you a combination of all three.

### You cannot claim more than the actual loss

We will never pay out more than the value of the lost or damaged property, even if you are over-insured. This also means that you could never be paid out twice for the same event – for example, by claiming under two different sections of this policy. Similarly, if an insured event is covered by two different insurance policies, we will pay out only our portion of it.

### You cannot claim more than the sum insured

To restore your original financial position, the payout will be based on the value (as above) of the lost property, but never more than the sum insured.

### How we may settle a third-party liability claim

In the event of a claim for liability towards a third party, we may finalise the claim by paying you the limit of liability, or any lesser amount for which the third-party claim may be settled. This will release us from any further liability for the claim.

### We do not pay interest

Although we strive to settle all claims promptly, we cannot be held responsible for any interest on an outstanding claim.

We do not pay interest on any amount due by us unless ordered to do so by a South African court of law.

### What happens if you are under-insured?

If you insure something for less than its value – i.e. you are under-insured – then you will have to bear a proportion of any loss in the event of a claim.

In calculating this, we will apply the principle of average.

Under no circumstances will we ever pay out more than the sum insured.

### The payout is always reduced by the deductible

Don't forget that for every valid claim, you will always have to pay the first amount, also known as the excess. The Deductible payable by the Insured on all claims is listed in the deductible schedule.

### Wait before disposing of damaged property

If there are damaged items as a result of a claim, you must not abandon them or get rid of them until we agree that you can do so.

## HOW TO CLAIM

### Step 1: Tell us right away

Tell us about any event that may lead to a claim as soon as possible, but not later than 30 days after the event. Give us all the relevant details.

### Step 2: Do not admit liability

Do not under any circumstances admit liability for the event that led to the claim, or make misleading promises to anyone. This means that you should not:

- make any statements (unless required by law)
- offer payment to anyone
- negotiate with anyone claiming from you.

### Step 3: Inform the police

Inform the police immediately, but not later than 48 hours after the event. This is particularly important when property has been stolen, people have been injured or died, or a criminal act is suspected. Take all reasonable steps to recover any stolen property and, where safe to do so, find the guilty person.

**Step 4: Send us the following within 30 days**

If you haven't already dealt with this when you first reported the claim, please ensure you send us the following within 30 days:

- full written details of the claim (on our standard forms, if required)
- particulars of any other policy covering the claim
- any other documentation we think is necessary to handle the claim (such as police documents, receipts, invoices or witness statements)
- proof of value and insurable interest, if required by us.

**Step 5: Send us all documents you may receive later**

Send us any further documentation you may receive later (such as a letter of demand).

**Step 6: Help us with any legal proceedings**

Your assistance may be required if we decide to start legal proceedings against any party responsible for the loss. Note that any such legal action may be taken in your name.

**Sign a release**

You may have to sign a release before we pay you.

**Claim procedure is at your own expense**

Unless we specifically offer to pay or make provision for payment, the entire claim procedure above is done at your own expense.

**TIME LIMITS THAT AFFECT YOUR CLAIM****Don't miss these key deadlines****90 days**

If we formally repudiate or dispute a claim, you have 90 days to appeal this decision with us.

**180 days**

If we maintain our repudiation, you have a further 180 days to start any legal action against us.

**365 days**

Your claim will no longer be valid after 365 days, unless you have started legal action against us, or the claim concerns your legal liability towards a third party.

If you go beyond any of these time limits, your right to the payment of the claim will lapse.

**WHAT TO DO IF YOUR CLAIM IS REJECTED****You may appeal**

If we repudiate or dispute your claim, you have the right to appeal that decision. Send your complaint, in writing, to Guardrisk (details to the left).

Remember that you have 90 days from receipt of our repudiation or dispute to lodge your appeal. If we maintain our repudiation, and you wish to start legal action against us, you have a further 180 days to do this.

**You may also contact the Ombudsman**

At any stage of a claim, you have the right to communicate with the Insurance Ombudsman, an independent body that investigates insurance complaints from consumers. The contact details can be found to the left.

**APPEALS CONTACT INFORMATION**

Guardrisk Insurance Company Limited c/o Smartsure Twenty20

✉ PO Box 321, Cramerview 2060

✉ info@true-grit.co.za

✉ claimsrepudiation@guardrisk.co.za

✉ buyiswe.hlatshwayo@guardrisk.co.za

**OMBUDSMAN FOR SHORT-TERM INSURANCE**

☎ 0860 662-837

☎ 011 726-5501

✉ PO Box 32334

## OTHER POINTS TO NOTE

### Territories we cover – Republic of South Africa and other specified Countries

The cover in this policy is valid within the territorial limits of South Africa, as well as the following countries: Lesotho, Swaziland, Namibia, Botswana, Zimbabwe, Mozambique, Angola, Zambia, Malawi, Tanzania, Kenya and Uganda. (Your trip limit per out of RSA excursion is 6 weeks).

### Repatriation – Bringing accident damaged vehicles and property back to South Africa

*(NOTE – access to this extension commences 3 months after inception of cover for the vehicle)*

We will arrange and pay for the reasonable cost of repatriation (of the insured vehicle) back to RSA from any external territory mentioned above, (plus its tow rig and/or other property, providing that such units are insured in terms of this policy) following indemnifiable loss of or damage occurring, to the insured vehicle. The maximum amount payable shall not exceed 15% of the insured value of vehicle and other affected towed units, hereby specifically insured or R100 000 (one hundred thousand Rand) in total for the incident, whichever is the lesser.

In respect of any vehicle referred to and specified in the Schedule of Insurance, will remain insured while such vehicle is in transit by sea between any ports in the territories mentioned, including incidental loading and unloading relative to such transit.

### Repatriation – Bringing breakdown disabled vehicles back to South Africa

*(NOTE – access to this extension commences 3 months after inception of cover for the vehicle)*

For the purpose of this Extension, mechanical and electrical breakdown shall mean sudden and unforeseen derangement or failure and/or malfunction of the vehicle which prevents the vehicle from being driven further and which is not attributed to wear, tear or deterioration, faulty maintenance, defective parts and/or workmanship.

The maximum amount payable shall not exceed 5% of the insured value of the vehicle or R20 000 (twenty thousand Rand) whichever is the lesser. This extension only applies to Lesotho, Swaziland, Namibia, Botswana, Zimbabwe and Mozambique.

### Repatriation Breakdown Manufacturer Warranty Provision For Territories

*Note: - Most vehicle manufacturers represented in South Africa, roadside assistance service extends into certain of the neighbouring territories. In the event of the vehicle being disabled due to mechanical or electrical breakdown or fault, the onus is on the insured to first contact the roadside assistance call centre to establish whether the breakdown service applies in the territory in which the insured vehicle has broken down.*

The vehicle may either be repatriated back to South Africa for repair or diverted to a franchise dealership in the territory to implement repairs. This service only applies for vehicles where the manufacturer warranty is still in effect.

Should the roadside assistance not apply in the territory concerned or in the case where the vehicle warranty has expired or been suspended for the territory, then the insured can make use of the repatriation service in terms of this Extension. This extension does not cover the cost of any repairs associated with the breakdown.

### South African law applies

This policy is subject to South African law.

### Keeping within the law

If any of the terms or conditions of this policy are in breach of existing legislation, they will be amended so that they comply with the law.

### How claiming affects your premium

- If you have not claimed during the 12 months before the renewal date of your policy, your premium may be reduced.
- Whenever you are paid out for a claim, you may find that your premium is increased.

Claim-free Group is a concept used by us to reward you for not claiming by increasing your premium discount, or reducing it after a claim.

## WHAT WE DO NOT COVER

### General Exceptions

You cannot claim for:

#### *Theft by false pretenses*

This is any theft that occurs as result of you being tricked into parting with your property as part of a transaction that you believed was legitimate. The transaction can be an ordinary cash transaction, an exchange or even a credit sale agreement.

#### *Wear and tear*

This means gradual deterioration as a result of normal usage or the passage of time. It includes the gradual influence of light and weather conditions. Typical examples are worn tyres on your vehicle.

#### *Liability by agreement*

You cannot, in an agreement you might sign with a third party (for example, a builder), accept liability for something that you could not reasonably be held liable for in the first place.

#### *Confiscation, dispossession or nationalisation*

This means loss that you suffer as result of your property being forcibly taken from you by a lawfully constituted authority, such as the national government or a provincial authority.

#### *Consequential loss*

This is further loss that you may suffer as a consequence of an initial insured event. For example, if your car is in an accident on your way to the airport, we will cover you for the damaged car, but not for any loss you may suffer as result of you missing your flight. The only time we cover you for consequential loss is when it is specified as part of your policy.

## GENERAL EXCLUSIONS

### Riots, public disorder, terrorism and war

Generally, this refers to loss or damage to property, death or bodily injury or liability directly or indirectly related to or caused by riots, political acts, war, public disorder, terrorism or any attempted act of this kind for which we cannot reasonably be held responsible.

### Unusual Events

Sasria covers you for extraordinary, unusual insurance events. They include any damage to your insured property caused by events such as riots, strikes, public disorder, or any kind of civil commotion or political unrest. Sasria cover is part of your policy and applies in South Africa only.





## WET-DECK

This section deals with insurance cover for your pleasure-craft

### CONDITIONS OF USE

#### How you may use your pleasure-craft

This insurance policy carefully defines how you may use your pleasure-craft in order for the cover to be valid.

- Private use: You may use your pleasure-craft only for private use (social, domestic and pleasure), as well as emergency tow-and-assist.
- Tow-and-assist: You may use your pleasure-craft to lend emergency assistance to other pleasure-craft in distress. Your pleasure-craft may also be towed when in distress.

#### The following uses are excluded:

Under no circumstances is your pleasure-craft covered when it is:

- more than 50 nautical miles from the shoreline of South Africa, as well as that of neighbouring countries;
- taking part in, or practicing for, racing, speed tests or trials;
- being navigated single-handedly in open waters;
- towing or salvaging other pleasure-craft, other than one in distress;
- being towed, other than if in distress, or when laying up or being fitted out for repairs;
- being chartered or hired out;
- in the capacity of a commercial charter vessel.

### WHAT WE COVER

#### Standard Cover

##### *Loss or damage*

You are covered for all events of accidental loss of or damage to your pleasure-craft up to a maximum insured value of R1.5 Million (one million five hundred thousand rand)

##### *Liability to third parties*

We will pay for your legal liability towards a third party if your pleasure-craft or trailer is involved in an event, other than on land, which causes:

- bodily injury to any person, or the accidental death of that person
- damage to property.

We will also pay any costs and expenses incurred with our written consent to represent you at any inquest, or in defence of any claim against you.

The maximum amount that we will pay will not exceed R2 Million in respect of all insurable craft with the exception of Jet-ski's, for any one event or series of events arising out any one incident.

### VESSEL TYPES WHICH WE CAN INSURE

- Power boats
- Ski-boats
- Tenders
- Yachts
- Jet ski's

### HULL TYPES

- Rigid Mono Hull
- Rigid Twin Hull
- Rigid Tri Hull
- Semi Rigid Mono Hull

### KEY TERMS TO UNDERSTAND

**THIRD PARTY** • Someone other than yourself who is involved in an insured event – for example, the skipper of another boat that is involved in an accident with you

**WRITE-OFF** • Your pleasure-craft is so badly damaged that it cannot be repaired economically; or it has sunk or been stolen and cannot be recovered.



The maximum amount we will pay in respect of Jet-ski's will not exceed R200 000 for any one event or series of events arising out of any one incident.

### **ADDITIONAL COVER**

In addition to the standard cover outlined in the preceding pages, you are also covered for the following, subject to the relevant conditions and limits in the LIMIT SECTION:

#### **Emergency and salvage expenses**

We will pay for any reasonable costs incurred by you to avoid or minimize loss or damage to the pleasure-craft.

#### **Waterskiers' liability**

Your liability to third parties also includes liability arising out of a person/persons being towed by you and engaging in water sports such as skiing, aquaplaning, kiting and paragliding. Our liability in this regard will not exceed R100 000 (One Hundred Thousand Rand).

#### **Transit by land**

We will pay for any loss or damage sustained by your pleasure-craft while it is being transported by road, behind a roadworthy vehicle and roadworthy trailer. This includes loading and offloading, but excludes any scratching or denting.

#### **Tow-and-assist**

We will pay any reasonable costs incurred by you to tow and assist other pleasure-craft in distress, or to summon emergency assistance. In all such cases, you must supply us with a copy of the official incident report to the relevant authorities; and costs associated directly to such assistance rendered.

### **OTHER PEOPLE USING YOUR PLEASURE-CRAFT**

If someone else is piloting your pleasure-craft with your permission, they too will be covered, provided that they:

- hold a valid and current skippers ticket;
- have never, to your knowledge, been refused insurance;
- are not entitled to compensation under any other policy;
- are not piloting the pleasure-craft as an employee of a shipyard, slipway, yacht club or similar organization;
- comply with all the terms and conditions of this policy.

### **YACHT RACING RISK**

The cost of repairing, replacing sails, masts, spars, standing and running rigging lost or damaged by an Insured Event while the vessel is racing, but we will only pay a maximum of two-thirds of the Sum Insured specified in the Schedule (as applicable to such items).

If the loss or damage is caused by the vessel being stranded, sunk, burnt, on fire, in collision, or in contact with any external surface (ice included) other than water, we will pay the repair or replacement costs up to the limit of the Sum Insured (after the deduction of the First Amount Payable).

### **MEDICAL EXPENSES**

Medical Expenses incurred and paid for as a result of bodily injury sustained by any person on board the vessel arising out of an accident up to a maximum of R15 000 (fifteen thousand Rand) any one occurrence, and only if such costs are not otherwise insured.

### **USE BY OTHER PERSONS**

Any person other than the operator or an employee of an operator of a shipyard, repair yard, slipway, yacht club, marina or vessel sales service or similar operation using the vessel with your permission will be regarded as the insured provided he complies with and is subject to the terms of the Policy.

### **SUBMERGED OBJECTS**

The cover extends to include impact or collision with submerged objects.

### **FOULING OF MACHINERY**

The cover extends to include damage arising out of fouling of machinery by flotsam or jetsam.

### **PAYING OUT AFTER A CLAIM**

#### **Do we fix the pleasure-craft or get you a new one?**

Once we have assessed your damaged pleasure-craft, we may repair it if it makes economic sense (we will decide on the repairer and appropriate place of repair) – or we may replace it:-

- If less than five years old

If your pleasure-craft is less than five years old, we may replace it with a similar model or pay you the purchase price of a new one. This also applies when it is a write-off, or has been stolen.

- If more than five years old

If your pleasure-craft is more than five years old and cannot be repaired, we will pay you its reasonable market value. Quotations from 2 qualified pleasure-craft dealers will be used to determine the market value.

We will take the sum insured as the repaired value in order to determine whether it makes economic sense to repair the pleasure-craft. The sum insured will not be reduced by the damage or salvage value.

#### **Sails, protective covers, etc.**

We will pay you the reasonable market value for sails, protective covers, erected tackle, or outboard or inboard motors and batteries. We may deduct up to 33% of the replacement value for betterment, as you are getting a new item in place of the used one.

#### **Write-off after initial damage**

If your pleasure-craft is damaged in an initial event, and is then written off shortly afterwards in a subsequent event, we will cover only the cost of the write-off. In other words, we will replace it, but we won't pay for the unrepaired damage sustained in the first event.

#### **You always pay the first amount or deductible**

You will always have to pay the first part of any claim settlement. This is known as the deductible, and is listed in the deductibles per cover section forming part of the Schedule.

#### **Your bank may take part of your payout**

If your pleasure-craft is financed with a bank or authorized credit provider, be aware of the fact that they are entitled to use your insurance payout for a write-off to settle any money that you still owe them, if they feel that this is the only way to recover the money. This is a standard clause in the contract that you signed with them when you purchased your pleasure-craft.

### **WHAT IS NOT COVERED**

#### **Specific Exceptions**

##### **Risks within your control**

We do not cover you for loss or damage to your pleasure-craft that results from risks that are within your control. Examples of such risks are:

- depreciation, wear and tear, gradually operating causes;
- Due to mechanical or electrical breakdown of machinery, engines, motors, batteries, and their connections, (other than the shaft and propeller) unless occasioned by external causes not otherwise excluded;
- reduction in value caused by repairs, lack of use or alterations;

- loss or damage to motors, electrical machinery, batteries and their connections, unless caused by other damage to the pleasure-craft, or there has been forced entry into or exit from the pleasure-craft or place of storage;
- loss or damage arising from the fact that your pleasure-craft is not seaworthy, or hasn't been maintained;
- loss or damage arising from the fact that your pleasure-craft was defectively designed or constructed;
- pests such as moths, rodents or vermin.

#### **Pleasure-craft left unattended**

There is no cover for loss or damage if the pleasure-craft is left unattended off an exposed beach or shoreline.

#### **Unsecured motors**

There is no cover for theft of motors or if they fall overboard, unless they have been securely bolted or chained to the hull.

#### **Theft of motors**

There is no cover for theft of motors unless the pleasure-craft is stolen at the same time, or there are clear signs of forced entry and damage, to the pleasure-craft or place of storage.

#### **Motors accidentally immersed**

There is no cover for loss or damage to motors accidentally immersed in water, unless you have taken reasonable steps to flush and repair them immediately.

#### **Sails torn by the wind**

There is no cover for loss or damage to sails and protective covers torn by the wind, or blown away while being hoisted.

#### **Piloting under the influence**

There is no cover for loss, damage, injury or liability that arises when you or anybody else are piloting or towing your pleasure-craft while:

- under the influence of intoxicating liquor or drugs; or
- the alcohol content in your blood exceeds the legal limit.

This is irrespective of the method used to determine the degree of intoxication – for example, a breathalyzer test or a blood test.

#### **The following instances of liability**

Although we do cover you for general liability towards third parties, this does not include the following specific cases:

- seepage, pollution or contamination, or the cost of removing, nullifying or cleaning, unless it is caused by a sudden, unintended and unforeseen occurrence;
- loss or damage to property for which you are responsible while conveyed on the pleasure-craft, except if it belongs to passengers or water-skiers.
- death or bodily injury:

- to a member of your family who usually resides with you
- to your employee, arising out of and in the course of their employment by you
- due to any advice or treatment, other than first-aid treatment, given or administered by you or by any person acting on your behalf
- liability of a third party accepted by you in an agreement, unless you would have been liable even without the agreement
- conveying the pleasure-craft by land.

#### **YOUR SPECIFIC RESPONSIBILITIES**

##### **You must have a skipper's licence, and be 16 or older**

In the event of a claim, you must be able to show us that you had a valid skipper's licence at the time, and are 16 years of age or older.

This also applies to any person who may have been piloting your pleasure-craft at the time with your permission. If the pleasure-craft is conveyed on land, the driver must have a valid driver's licence.

##### **Care of the Vessel**

You will take all reasonable steps to protect and maintain the vessel in a proper state of repair and seaworthiness in accordance with the "fit and proper" requirements of the South African Maritime Safety Act.

In the event of loss or damage to the vessel or injury or liability to persons occurring at sea, you will be required to provide a copy of a current vessel safety inspection certificate issued by an accredited safety officer.

##### **Territorial Limits**

We will only cover loss or damage occurring in the Republic of South Africa, Botswana, Lesotho, Mozambique, Namibia, Swaziland, Malawi, Zimbabwe, Zambia, Angola, Kenya and Tanzania and out to a maximum distance range from shore, of 50 nautical miles (92 kilometers) off the coast of the Republic of South Africa, Namibia, Mozambique, Angola, Kenya and Tanzania.

#### **REPATRIATION OF VESSEL FROM CROSS BORDER TERRITORIES**

In the event of loss of or damage to the vessel occurring outside of the Republic of South Africa, we will pay up to 15% of the Sum Insured or whatever lesser value may apply to repatriate the vessel back to RSA for repairs to be implemented. Instruction of repatriation will be determined based on the extent of damage to the vessel.

This extension is subject in total to the absolute maximum combined limit of R100 000 (one hundred thousand Rand) applying to the vehicle insured under Section A and the vessel insured in terms of this Section B.


 [www.true-grit.co.za](http://www.true-grit.co.za)

 [info@true-grit.co.za](mailto:info@true-grit.co.za)

True Grit is the brand/product name administered by SmartSure Twenty20. SmartSure Twenty20 is an authorised financial service provider in terms of FSP No. 45422

ADMINISTERED BY:

 SMARTSURE  
twenty20  
INSURANCE ADMINISTRATION

 011 840 6000



**TRUE GRIT ASSIST**

**0861 444 770**

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UNDERWRITTEN BY:

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