



the personal touch

Commercial Insurance Policy wording

Hollard.

Underwritten by The Hollard Insurance Company Limited (Reg. No. 1952/003004/06),
a Licensed Non-Life Insurer and an authorised Financial Services Provider



THE HOLLARD INSURANCE COMPANY LIMITED

Reg. No. 1952/003004/06

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Reference is made in the Schedule only to those sections shown in this index to be included and Policy wordings are attached in respect of those sections only.

At first issue of this Policy (or any section thereof), please check to ensure that all pages of all included sections are contained in this document.

At renewal or revision, Policy wordings will not be reissued. This Schedule will be updated and reissued as necessary together with any section Schedule which may have changes.

IMPORTANT INFORMATION AND CODE OF CONDUCT

1. Welcome to Barker Insurance (a division of The Hollard Insurance Company)

This insurance Policy is intended to give you peace of mind that you will be covered when an unexpected event affects you or your insured property negatively. You are only covered for the sections you have chosen, as shown in your Policy Schedule. We will pay a claim during the period of insurance subject to the following conditions:

- Your premiums are paid up to date.
- You give us all the information that affects the risks we insure.
- You keep to all the terms and conditions of this Policy.
- No exclusions listed in your Policy wording or Policy Schedule apply to the claim.

2. The parties to this Policy

This Policy is a legal contract between Barker Insurance and the Policyholder. Only the Policyholder has rights under this Policy – even though we have defined "you" to include other persons.

- **The insurer**

'We', 'us' and 'our' refer to Barker Insurance, a division of **The Hollard Insurance Company Limited (Hollard)**, registration number 1952/003004/06, a licenced Non-Life Insurer and an authorised Financial Services Provider.

- Certain services and functions are performed by our service providers and administrators, as shown in your Policy Schedule's disclosure section.
- The words 'we', 'us' and 'our' include our service providers and administrators, even though they are not parties to this Policy.

- **The Policyholder**

'You' and 'your' refer to the Policyholder named in the Policy Schedule who is the owner of this Policy. The Policyholder could be a natural person or a juristic person:

- **Natural person:** If the Policyholder is a natural person, then the reference to 'you' and 'your' includes that person's partner and members of their family who are financially dependent on them and permanently live at the same address. If applicable, it includes that person's personal legal representatives.
- **Juristic person:** If the Policyholder named in the Policy Schedule is a juristic person (Company, Close Corporation or a Trust) then the reference to 'you' and 'your' includes the directors, members or trustees (as applicable).

- **The co-insured**

The co-insured refers to another natural person or juristic person (Company, Close Corporation or Trust) who has an insurable interest in only certain property which is insured under this Policy. The co-insured named in the Policy Schedule is noted for their respective rights and interests only. Where applicable, the co-insured is also covered for their personal legal liability. The co-insured must comply with all the terms and conditions of this Policy.

3. Your Policy is a legal contract

Your Policy is a legal contract, which includes the proposal form, the Policy Schedule and the Policy wording. You must read your Policy wording and the Policy Schedule together.

- Make sure you understand what you are covered for, what you are not covered for (referred to as exclusions), and what your responsibilities are.
- Any changes that you make to your Policy will only be in place once we have agreed to them, and have sent you a new Policy Schedule.
- This Policy wording replaces all previous Policy wordings relating to this product sent to you for this cover. The Policy wording will always be the final determining factor if we have a disagreement around meaning or interpretation.

4. The proposal form

The proposal form contains the information provided by you when you asked us to insure you under this Policy.

- It includes the supporting documents that were requested.
- If you make any changes to the Policy after the inception date, the written instruction or telephonic conversation (if recorded) we had with you when you made the changes, will also be part of this Policy.

5. The Policy wording

The Policy wording is this document and includes the general terms and conditions and the cover sections as explained below:

- The general terms and conditions include all the terms and conditions that apply to all the cover sections.
- The cover sections set out the terms and conditions specific to each cover section. This Policy wording includes all the cover options, but only the cover sections as shown in your Policy Schedule apply to your cover.

6. The Policy Schedule

The Policy Schedule is a separate document and issued with your Policy wording. It sets out specific details about the Policyholder, the co-insured (if applicable), insured property, premiums, sums insured, limits, excesses and specific information that is not in the Policy wording. If you find any errors on the Policy Schedule, please contact us.

7. Rules on interpretation

South African law applies to this Policy and only the courts of South Africa may deal with any dispute about this Policy, except for liability claims as required.

- The headings in the Policy are for reference only and will not affect the meaning of the terms and conditions to which they relate.
- Days refer to ordinary calendar days, including weekends and public holidays.

8. Our correspondence with you

- We will assume that you have read and received our correspondence if it was sent to the email address provided in your Policy Schedule. If you do not keep to the terms of this Policy, we can refuse to pay-out/reject a claim or cancel your Policy.
- We are not bound by any changes unless we agreed to them in writing and have included them into this Policy by issuing you with a new Policy Schedule.
- If we take legal action against you, the summons will be delivered to your physical address as shown in the Policy Schedule.

9. The privacy of your personal information

We care about the privacy, security and online safety of your personal information and we take our responsibility to protect this information very seriously. Below is a summary of how we deal with your personal information. For a more detailed explanation, please read our official Privacy Notice on our website.

- **Processing your personal information:** We have to collect and process some of your personal information in order to provide you with our products and services, and also as required by insurance, tax and other legislation.
- **Sharing your personal information:** We will share your personal information with other insurers, industry bodies, credit agencies and service providers. This includes information about your insurance, claims and premium payments. We do this to assess claims, prevent fraud and to conduct surveys.
- **Accessing your medical information:** We may ask you to undergo any necessary medical testing or examinations. We may also ask you to send us any medical information including the results of any blood testing we need to accurately assess our risk or your claims.

- **Protecting your personal information:** We take every reasonable precaution to protect your personal information (including information about your activities) from theft, unauthorised access and disruption of services.
- **Receiving marketing from us:** We will not use your personal information to send you any information about products or offers from Hollard or Hollard's partners. However, we will still send you communications about this product.

10. Report and prevent fraud

Fraud affects the insurance industry as a whole. It increases claims costs, which in turn increases premiums. Hollard is committed to preventing fraud and we have our own internal Anti-Fraud Policy. Please report any suspicious or unethical activity anonymously on **0801 516 170** (toll free) or via email at Hollard@tip-offs.com.

11. Compliance Officer

You are entitled to a copy of this Policy. If You did not receive a copy of this Policy within thirty (30) days, or if You feel that this Policy does not meet legal requirements, please write to:

The Compliance Officer – Barker

PO Box 2015

Saxonwold

2132

Tel: 0861 227 537

Email: support@barker.co.za

12. Warning

- 12.1 Do not sign any blank or partially completed application forms.
- 12.2 Complete all forms in ink.
- 12.3 Keep all documents handed to You.
- 12.4 Make notes as to what is said to You.
- 12.5 Do not be pressurised to buy this Policy.
- 12.6 Incorrect or non-disclosure by You may impact on any claims arising from Your contract of insurance.

ADDITIONAL INFORMATION

1. About Barker Insurance

Barker Insurance, a division of The Hollard Insurance Company Limited, acts as your financial services provider and provides you with advice and administers all aspects of your policy. All staff are employees of Hollard. Your FSP is also your insurer as your insurance policy is underwritten by Hollard. All written communication relating to this policy (including claim rejections and legal proceedings) must be sent to this address:

Physical address

Oxford and Glenhove Building 2
114 Oxford Road
Houghton Estate, 2198

Postal address

PO Box 2015
Saxonwold, 2132

Tel: 0861 227 537

Web: www.barker.co.za

2. About Hollard

Hollard is a licenced Non-life insurer and an authorised Financial Services Provider. Hollard is a public unlisted company and has Professional Indemnity insurance and Fidelity Guarantee insurance in place. Hollard receives your premium and is responsible for your claims. You can contact us on the below contact details:

Physical address

Hollard Villa Arcadia
22 Oxford Road
Parktown, 2193

Postal address

PO Box 87419
Houghton, 2041

Tel: 086 351 5000

Web: www.hollard.co.za

Compliance department: compliance@hollard.co.za

HOW TO COMPLAIN

We hope that you never have reason to complain, but if you do, there are a couple of options available to you. While you may contact the Ombuds at any time, we would encourage you to please contact Barker Insurance first and follow the five-step process below.

1. Step 1: Complain to Barker Insurance

If you have a complaint about this policy or the service you received from us, please contact us to discuss your complaint and seek resolution.

2. Step 2: Complain to Hollard

Unresolved complaints: Should your complaint not be resolved by the Barker Insurance team, please contact us on our dedicated complaints contact details and we will do our best to find a solution to your complaint.

Claims: If we do not accept a claim or if you don't agree with the amount of the claim, you may ask us to review our decision within 90 days of the date that you received our decision.

Hollard Insure Complaints Team

The Hollard Insurance Company Limited

PO Box 87419

Houghton, 2041

Tel: 011 351 2200 (weekdays 8am to 5pm)

Email: hollardinsurecomplaints@hollard.co.za

3. Step 3: Complain to Hollard's Internal Adjudicator

If you are still unhappy after you have asked us to review our claims decision, you may email Hollard's Office of the Internal Adjudicator (OIA). The Internal Adjudicator will investigate your complaint objectively.

Email: oia@hollard.co.za

Tel: 011 351 5652

Fax: 011 351 0801

4. Step 4: Complain to the Ombuds

In the unlikely event that you are still unhappy after following the steps above, you may send your complaint to the following Ombuds, depending on the nature of your complaint.

FAIS Ombud – complaints on how this policy was sold to you

If you have a complaint about how this policy was sold to you and your complaint is not resolved to your satisfaction by Barker Insurance or the Hollard complaints team or your representative (if applicable), you may contact the FAIS Ombud. You must do so within six months after receipt of the final response to your complaint from Barker Insurance or Hollard or representative (if applicable).

Postal address

The FAIS Ombud

PO Box 41

Menlyn Park, 0063

Tel: 012 470 9080 or 012 762 5000

Fax: 011 726 5501

Physical address

The FAIS Ombud

Menlyn Central Office Building

125 Dallas Avenue

Waterkloof Glen, Pretoria, 0100

Email: info@faisombud.co.za

Web: www.faisombud.co.za

The National Financial Ombud Scheme South Africa NPC – any other complaints that are not related to how the Policy was sold

The National Financial Ombud Scheme South Africa NPC (‘the NFO’) provides a free service that would assist with an independent review of your complaint, you may send your complaint to the NFO on the following details:

Email: info@nfosa.co.za

Tel: 0860 800 900

Web: www.nfosa.co.za

Physical address

NFO Johannesburg Office

110 Oxford Road
Houghton Estate
Johannesburg, Gauteng

NFO Cape Town Office

Claremont Central Building
6th Floor
6 Vineyard Road, Claremont, Western Province

5. Step 5: Take legal action

You may take legal action against us within 270 days of the date that you received our claims decision. To take legal action, summons must be served on us. If this is not done in time, you will lose your right to claim and we will no longer be responsible for that claim. You may also choose to take legal action against us without first asking us to review our claims decision or contacting the NFO. If you take legal action against us before contacting the NFO, you can only approach them for assistance after you have withdrawn the summons against us.

CASH BACK BONUS REWARD

1. Introduction

A cash back bonus is our way of rewarding you when you do not claim for a 12 month period. We will pay back part of the premium you have paid as a reward for not claiming. It is important to understand how the cash back bonus reward works – please read this section carefully.

- The bonus is paid out annually.
- You will be eligible to receive up to 20% of your annual premium back as a premium refund (calculation excludes policy fees, commission & SASRIA premium).
- The actual percentage each year will depend on the underwriting performance of the specific insurance facilities with Hollard Insurance.
- The bonus will be paid out by mid-November annually.
- Those eligible will receive an email and SMS notification of the payment being transferred directly into their account.
- The bonus will only be forfeited following the payment of any claim submitted for any incident where the incident date reported falls within the appropriate bonus cycle.
- The bonus cannot be reinstated, even if a successful claims cost recovery is made.
- Should you decide to withdraw a claim in order to protect your bonus, your decision will remain final and cannot be altered should any subsequent claim be submitted.
- Bonus payments are not pro-rated for new clients that join the scheme in between the Cash Back period. Clients will only become eligible on the 1st of November the same calendar year.

2. Motor claims occurring between 1st of November and 31st October

In respect of liability to Third Parties, if we have not received an approach from the Third Party after 8 months, we will close our file. The claim prescription period is 3 years, should we receive an approach from the Third Party before the prescription period expires, any Cash Back Bonus paid to you will be refundable to us.

GENERAL EXCEPTIONS, CONDITIONS AND PROVISIONS

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

Where more than one insurance Company or Insurer participates in this insurance, the expression “Company” shall be amended to “Insurers” wherever it appears in this Policy. In this event the percentage share of each Insurer will be as expressed in the Schedule of this Policy, and the liability of each such Insurer individually shall be limited to the percentage share set against its name.

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

General Exceptions

1. War, riot and terrorism

- 1.1 This Policy does not cover loss of or damage to property, death or bodily injury or liability directly or indirectly related to or caused by:
 - 1.1.1 civil commotion, labour disturbances, riots, strikes, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the afore-going;
 - 1.1.2 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - 1.1.3
 - 1.1.3.1 mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
 - 1.1.3.2 insurrection, rebellion or revolution;
 - 1.1.4 any act (whether on behalf of any organisation, body or person or group of people) calculated or directed to overthrow or influence any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;
 - 1.1.5 any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof;
 - 1.1.6 any attempt to perform any act referred to in clause 1.1.4 or 1.1.5 above;
 - 1.1.7 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clauses 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 above.

If the Insurer alleges that, by reason of clauses 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 of this exception, loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on the Insured.
- 1.2 This Policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this Policy applies.
- 1.3 Notwithstanding any provision of this Policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this Policy does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this General exception 1.3 an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal, ethnic or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof.

If the Insurer alleges that, by reason of clause 1.3 of this exception, loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on the Insured.

2. **Asbestos (applicable to the Public Liability Section, Employers Liability Section, Sub-Section D (Liability) of the Buildings Combined Section and the Contractors Public Liability Section)**

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

3. **Nuclear**

Except as regards the Fidelity and Personal Accident sections, this Policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:

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

regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission.

4. **Computer losses**

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

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

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

directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all:

- 4.3.1 to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date, or
- 4.3.2 to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data in regard to or in connection with any such date, or
- 4.3.3 to capture, save, retain or to process any information or code due to program errors, incorrect entry or the inadvertent cancellation or corruption of data and/or program, or

- 4.3.4 to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any Trojan Horse, time or logic bomb or worm or any other destructive or disruptive code, media or program or interference.

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

Special extension to General Exception 4

1. Loss or destruction of or damage to the Insured property by fire, explosion, lightning, earthquake or by the special perils referred to below or indemnified by the Glass, Employer's Liability, Group Personal Accident, Motor Traders or Motor section is not excluded by this General exception.

The special perils that are not excluded for the purpose of this special extension are damage caused by:

- 1.1 storm, wind, water, hail or snow excluding damage to property:
 - 1.1.1 arising from it undergoing any process necessarily involving the use or application of water;
 - 1.1.2 caused by tidal wave originating from earthquake;
 - 1.1.3 in the underground workings of any mine;
 - 1.1.4 in the open (other than buildings structures and plant designed to exist or operate in the open);
 - 1.1.5 in any structure not completely roofed;
 - 1.1.6 being retaining walls;
- 1.2 aircraft and other aerial devices or articles dropped therefrom;
- 1.3 impact by animals, trees, aerals, satellite dishes or vehicles excluding damage to such animals, trees, aerals, satellite dishes or vehicles or property in or on such vehicles.

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

2. General exception 4 also does not apply to consequential loss as insured by any Business Interruption indemnity provided by this Policy to the extent that such consequential loss results from damage to insured property by the perils referred to in Special extension 1. above.
3. This Special extension will not insure any loss destruction, damage or consequential loss if it would not have been insured in the absence of this Computer Losses General exception and this Special extension.
4. This Special extension shall not apply to any Public Liability indemnity.

5. Detention, Confiscation and Forfeiture

This Policy does not cover any loss, damage, cost or expense directly or indirectly arising from dispossession, detention, confiscation, forfeiture, impounding or requisition legally conducted by customs, police services, crime prevention units or other officials or authorities.

6. Excluded Contracts (applicable to Annual policies) (applicable to Contract Works Section)

- 6.1 The Insurer shall not be liable for any claim in respect of loss of or damage to contracts involving and or connected to the following unless specifically declared to the Insurer:
 - 6.1.1 Underground working of any colliery or mine;
 - 6.1.2 Foul berthing, stevedoring work, any work at or about or connected with docks, harbours, piers, wharves, jetties, water-breakers or harbour or dock-side services or reservoirs, dams, weirs, canals, water channels, bridges or structures near water, viaducts over water channels, shafting, tunnelling, shaft equipping off- shore pipelines and any other works where a major wet/water or structural or subsidence/landslip or geological hazard are known to exist;
 - 6.1.3 Petrochemical Plants;
 - 6.1.4 Waste Incinerating plants/Black Liquor Boilers;
 - 6.1.5 Fluidised Bed Combustion Units;
 - 6.1.6 Power Stations;

- 6.1.7 Risks which fall under the National Key Points Act;
 - 6.1.8 Thatch risks or sub-economic housing schemes;
 - 6.1.9 Any risk situated outside the Territorial Limits.
- 6.2 The Insurer shall not be liable for any claim in respect of loss of or damage to contracts that fall outside the Limit of any one Contract limitation as stated in the Schedule.

7. Effective date and run on cover (applicable to Contract Works Section)

This Policy only covers contracts that commenced on or after the Effective Date mentioned in the Policy Schedule. Where the Insurer has accepted contracts that commenced prior to this Effective Date of this Policy, the Insurer shall not be liable for any claim in respect of loss, damage or liability directly or indirectly that originated prior to the date of acceptance of this Policy. Should the Insurer allege that any loss or damage has its origins prior to the inception date of this Policy the onus of proving the contrary shall rest with the Insured.

8. Cyber exclusion

- 8.1 This Policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
- 8.1.1 any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of point 8.2 below;
 - 8.1.2 any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of point 8.2 below.
- 8.2 Subject to the other Terms, Conditions and Exclusions contained in this Policy, this Policy will cover:
- 8.2.1 loss, damage, liability, cost or expense directly caused by, resulting from, or arising out of physical loss and/or physical damage to tangible property insured under this Policy and any Time Element Loss directly resulting from physical loss and/or physical damage;
 - 8.2.2 physical loss and/or physical damage to Data Processing Media for which the basis of valuation shall be the cost of the blank Data Processing Media plus the costs of repairing, replacing or restoring the Data from back-up or from originals of a previous generation (these costs will not include research and engineering). If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media (however, this Policy does not cover any amount pertaining to the value of Data to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled);

where such physical loss and/or physical damage is directly occasioned by otherwise covered perils under this Policy and not otherwise excluded under this Policy.

Meaning of words:

1. **"Computer System"** means any computer, hardware, software communications system, electronic device, (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.
2. **"Data"** means information facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
3. **"Time Element Loss"** means business interruption, contingent business interruption or any other consequential losses.
4. **"Data Processing Media"** means any property insured by this insurance agreement on which Data can be stored but not the Data itself.

9. Damage or loss caused directly or indirectly by infectious or contagious disease

Notwithstanding any specific Provision of a specific Section of this Policy including any Exclusion, Exception, Insured Peril, Extension or other Provision not mentioned herein which specifically overrides a General Exclusion, this Policy does not cover death, injury, sickness, loss, damage/s (physical or financial), cost or expense of any type whatsoever, legal liability, or any consequential loss directly or indirectly caused by, arising out of, resulting from or in consequence of:

1. any infectious or contagious disease (of whatsoever nature or cause);
2. any indication, fears or threat of a possible infectious or contagious disease (of whatsoever nature or cause);

irrespective:

- i) of where in the world such disease may exist or be feared to exist;
- ii) of whether or not a declaration by a local, regional, international or governmental authority including but not limited to the President of South Africa that an infectious or contagious disease exists locally or in any area or nationally or constitutes or has given rise to a national state of disaster or emergency.

10. Non-physical damage Business Interruption and Contingent Business Interruption exclusion

Notwithstanding any specific Provision of a specific Section of this Policy including any Exclusion, Condition, Exception, Insured Peril, Extension or other Provision not mentioned herein which specifically overrides a General Exclusion, this Policy does not cover any loss, damage/s (physical or financial), cost or expense of any type whatsoever, legal liability, or any consequential loss directly or indirectly caused by, arising out of, resulting from or in consequence of any Business Interruption or Contingent Business Interruption cover unless as a result of physical damage as per the Defined Events stated under the Business Interruption Section of this Policy.

All Sections and Extensions that provide for such loss, damage/s, costs or expenses are hereby deleted in their entirety.

11. Electricity Grid Failure exclusion

Notwithstanding any Provision of any Section of this Policy including any Exclusion, Condition, Exception, Insured Peril, Extension or other Provision not mentioned herein, this Policy does not cover any loss, damage/s (physical or financial), cost or expense of any type whatsoever, legal liability, or any consequential loss directly or indirectly caused by, attributable to, arising out of, resulting from, following or in any way in consequence of or in connection with any Electricity Grid Failure (as defined below).

Electricity Grid Failure is an interruption to or suspension of electricity supply, in any manner, from whatsoever source, and for any reason (including damage and any inability and/or failure on the part of the supplier) which affects an entire municipality (including local, district, regional or any other level that is created by law) or province or the country at substantially the same time, including any interruption, power surge or suspension at the reconnection or reinstatement of electricity supply.

This Exclusion also applies to consequential losses in respect of any public utilities that are affected by Electricity Grid Failure including, but not limited to, the disruption of water, telecommunications and sewage systems as well as the deterioration of stock, food or other items.

This Exclusion does not apply to Loadshedding (defined below) which remains covered subject to the remaining Terms and Conditions set out in the Policy.

Loadshedding is the intentional, total or partial, withholding of electricity supply (from any source) by any party other than the insured implemented in phases which do not affect a municipality (including local, district, regional or any other level that is created by law) or province or the country at substantially the same time.

The theft covers of the Policy have security requirements, such as alarm systems. It must be noted that there is no cover in place if these requirements are not met in any way, whether directly or indirectly due to Electricity Grid Failure. The Provision in the alarm warranty that states "cover will continue to be applicable whilst the alarm system is not operative due to a failure of the public supply of electricity at the terminal ends of the supply authority's service feeders and that such failure is not due to any act or omission of the Insured." is deleted should such unavailability of electricity be as a result of Electricity Grid Failure.

General Conditions

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

1. Misrepresentation, misdescription and non-disclosure

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

2. Other insurance

If, at the time of any event giving rise to a claim under this Policy, an insurance exists with any other Insurers covering the Insured against the Defined Events, the Insurer shall be liable to make good only a rateable proportion of the amount payable by or to the Insured in respect of such event. If any such other insurance is subject to any condition of average, this Policy, if not already subject to any condition of average, shall be subject to average in like manner, unless so described and specifically insured as a separate item.

3. 3.1 Cancellation

This Policy or any section may be cancelled at any time by the Insurer giving 31 (thirty one) days' notice in writing (or such other period as may be mutually agreed) or by the Insured giving immediate notice. On cancellation by the Insured, the Insurer shall be entitled to retain the customary short period or minimum premium for the period the Policy or section has been in force. On cancellation by the Insurer, the Insured shall be entitled to claim a pro rata proportion of the premium for the remainder of the period of insurance from the date of cancellation, subject to general condition 4.

3.2 Continuation of cover (where premium is payable by bank debit order or by transmission account)

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

- 3.2.1 each third,
- 3.2.2 each sixth, or
- 3.2.3 each twelfth calendar month following the month of inception or the month of last payment where premium is payable quarterly, half-yearly or annually.

4. Adjustment of premium

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

5. Prevention of loss

The Insured shall take all reasonable steps and precautions to prevent accidents or losses. The Insured is also required to comply and adhere to laws and regulations which are material to the risk (irrespective of whether the laws, regulations, by-laws and rules are in force at the date the Policy is issued, or are enacted after that date). The failure to adhere to any applicable law, regulation, by-law or rule shall entitle the Insurer to reject any claim where such failure is material to the loss/damage.

6. Claims

Should the Insured wish to lodge a claim, please email our claims department at claims@barker.co.za or alternatively contact our offices **0861 BARKER (227537)**.

- 6.1 On the happening of any event which may result in a claim under this Policy the Insured shall, at their own expense:
 - 6.1.1 give notice thereof to the Insurer as soon as reasonably possible and provide particulars of any other insurance covering such events as are hereby insured;
 - 6.1.2 as soon as practicable after the event inform the police of any claim involving theft or (if required by the Insurer) loss of property and take all practicable steps to discover the guilty party and to recover the stolen or lost property;
 - 6.1.3 as soon as practicable after the event submit to the Insurer full details in writing of any claim;
 - 6.1.4 give the Insurer such proof, information and sworn declarations as the Insurer may require and forward to the Insurer immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the Insured in connection with the event giving rise to the claim.
- 6.2 No claim (other than a claim under the business interruption, fidelity, stated benefits or group personal accident section or the personal accident (assault) extension under the money section, if applicable) shall be payable after the expiry of 24 (twenty four) months or such further time as the Insurer may allow from the happening of any event unless the claim is the subject of pending legal action or is a claim in respect of the Insured's legal liability to a Third Party.
- 6.3 No claim shall be payable unless the Insured claims payment by serving legal process on the Insurer within 6 (six) months of the rejection of the claim in writing and pursues such proceedings to finality.
- 6.4 If, after the payment of a claim in terms of this Policy in respect of lost or stolen property, the property (the subject matter of the claim) or any part thereof is located, the Insured shall render all assistance in the identification and physical recovery of such property if called on to do so by the Insurer, provided that the Insured's reasonable expenses in rendering such assistance shall be reimbursed by the Insurer. Should the Insured fail to render assistance in terms of this condition when called upon to do so, the Insured shall immediately become liable to repay to the Insurer all amounts paid in respect of the claim.

7. Insurer's rights after an event (subrogation condition)

- 7.1 On the happening of any event in respect of which a claim is or may be made under this Policy, the Insurer and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the Insurer to rely upon any conditions of this Policy:
 - 7.1.1 take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and licence of the Insured to the Insurer to do so. The Insured shall not be entitled to abandon any property to the Insurer whether taken possession of by the Insurer or not;
 - 7.1.2 take over and conduct in the name of the Insured the defence or settlement of any claim and prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the Insured without the written consent of the Insurer.
- 7.2 The Insured shall, at the expense of the Insurer, do and permit to be done all such things as may be necessary and/or reasonably required by the Insurer for the purpose of enforcing any rights to which the Insurer shall be, or would become, subrogated upon indemnification of the Insured whether such things shall be required before or after such indemnification.
- 7.3 In respect of any section of this Policy under which an indemnity is provided for liability to third parties, the Insurer may, upon the happening of any event, pay to the Insured the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and the Insurer shall thereafter not be under further liability in respect of such event.

8. Fraud

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

9. Average (Material Damage and Business Interruption Sections)

If the property covered hereby shall at the commencement of any destruction of or damage to such property by any peril insured against be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own Insurer for the difference, and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this condition.

10. Reinstatement (Buildings Combined)

If the Insurer elects to reinstate or replace any property the Insured shall at his own expense produce and give to the Insurer all such plans, documents, books and information as the Insurer may require. The Insurer shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the Sum Insured thereon.

11. Payments On Account (Buildings Combined)

Payment on account may be made to the Insured if desired prior to the final settlement of any claim but in no case shall payment exceed the Insurer's total liability under this Policy.

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

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

13. Breach of conditions

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

14. No rights to other persons

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

15. Collective insurances

If this insurance is a collective insurance then the following amendment is made to general condition 6.1.1 above: "give the leading Insurer on behalf of the Insurers such proof, information and sworn declaration as the Insurers may require and forward to the leading Insurer immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the Insured in connection with the event giving rise to the claim." and General condition 7 is substituted by the following:

7. Insurer's rights after an event (subrogation condition)

- 7.1 On the happening of any event in respect of which a claim is or may be made under this Policy the leading Insurer and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the Insurers to rely upon any conditions of this Policy:
 - 7.1.1 take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and licence of the Insured to the lead Insurer on behalf of all Insurers to do so. The Insured shall not be entitled to abandon any property to the Insurers whether taken possession of by the leading Insurer or not;
 - 7.1.2 take over and conduct in the name of the Insured the defence or settlement of any claim and prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the Insured without the written consent of the leading Insurer.

- 7.2 The Insured shall, at the expense of the Insurers, do and permit to be done all such things as may be necessary or reasonably required by the Insurers for the purpose of enforcing any rights to which the Insurers shall be or would become subrogated upon indemnification of the Insured whether such things shall be required before or after such indemnification.
- 7.3 In respect of any section of this Policy under which an indemnity is provided for liability to third parties, the Insurers may, in the case of any event, pay to the Insured the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and the Insurers shall thereafter not be under further liability in respect of such event."

16. Protection and alarm warranty

In respect of any section and premises where it is stated in the Schedule to be applicable it is a condition precedent to the liability of the Insurer/s in respect of loss of or damage to property of the Insured (or for which they are responsible) by theft or any attempt thereat from any insured building stated in the Schedule that the alarm as required by the Insurer/s is set and armed and made fully operative whenever the protected building/s is/are not open for business (unless a principal, partner, director or employee of the Insured is in the protected building/s) and it is warranted that:

- 16.1 the said alarm is to be a dual monitoring alarm whenever feasible (for the purposes of this requirement, dual monitoring shall mean that once the alarm is triggered a signal will be transmitted by two different methods to the control room of the company monitoring the alarm);
- 16.2 if the company which installed the said alarm system operates an armed reaction unit, the contract for the said alarm shall include the armed reaction unit's services, where available;
- 16.3 such alarm will be maintained in proper working order, but the Insured shall be deemed to have discharged their liability if they have maintained their obligations under a maintenance contract with the installation/service company of the alarm system;
- 16.4 the control panel shall have an event log and the arming and disarming of the alarm is to be logged and after the occurrence of a claim, the Insurer/s will be entitled to request full information of the relevant log.

17. Interest on payments

No interest will be payable on any amount due by the Insurer in terms of this Policy unless a Court of Law orders otherwise.

18. Alterations to the business

- 18.1 The Insured must immediately advise the Insurer in writing of any changes to the business that may increase the risk or result in an increased chance of destruction, loss or damage to property insured or liability to third parties.
- 18.2 The definition of change referred to in 18.1 above shall include, but not be limited to:
 - 18.2.1 changes in the name of the Insured or directors or partners;
 - 18.2.2 changes to the address or location of the business;
 - 18.2.3 changes in the nature of the business activities, trade or occupation;
 - 18.2.4 alterations in construction of the premises;
 - 18.2.5 new business products not previously disclosed to the Insurer;
 - 18.2.6 change of tenants if the Insured property is leased out;
 - 18.2.7 additional premises occupied.
- 18.3 The Insurer may at its own discretion:
 - 18.3.1 adjust the premium or terms of the Policy;
 - 18.3.2 require additional Terms, Conditions or Provisions;
 - 18.3.3 cancel the Policy in accordance with General Condition 3. Cancellation.

19. Insurable interest

- 19.1 The Insured must have an insurable interest in any item insured under this Policy at the date of the event giving rise to a claim.

- 19.2 If the Insured's insurable interest in an insured item is an interest other than as an owner or a good faith possessor of the goods (in terms of a credit agreement or else) who bears the risk of loss, the Insured must advise the Insurer of the nature and extent of the insurable interest before the cover commences.
- 19.3 The cover for any such item will start only when the Insurer has given written confirmation and agreed to insure the property.
- 19.4 Should the nature or extent of the insurable interest in any item insured under this Policy change, the Insured must notify the Insurer immediately in writing of such change. Failure to do so may entitle the Insurer to reject the claim if the Insured's insurable interest was not agreed to by the Insurer.

20. Theft by false pretences and fraud

This Policy does not cover loss or damage resulting directly or indirectly from or in connection with theft by false pretences and/or fraud.

21. Defective design, lack of maintenance and cost of maintenance

The insurance provided by this Policy does not cover loss of or damage to property stated in the Schedule related to or caused by or attributable or relating to defective design, workmanship, construction or material or lack of maintenance or the cost thereof.

22. Delay of cover

- 22.1 No Section of this Policy will provide cover against loss or damage during the first 48 (forty eight) hours from commencement of the Policy caused by:
 - 22.1.1 bush- or grass fire;
 - 22.1.2 a named cyclone or cautionary in which warning was given of a potential tsunami.
- 22.2 This General Condition does not apply if this Policy cover directly follows a previous Policy Section that covers the same event without a break in cover.

23. Obsolescence in the event of loss of or damage to:

- 23.1 electronic motors;
- 23.2 telephonic communication equipment;
- 23.3 security control equipment (inclusive of cameras);
- 23.4 alarm and detection systems;
- 23.5 TV aerials including television transmission or reception equipment;
- 23.6 closed circuit cameras and monitors;
- 23.7 or any accessory or attachment relating thereto;

being the subject of a claim as insured for which there is no immediate replacement, or for which the agency or supplier in South Africa has discontinued the importation of such equipment, and provided that such equipment is not repairable, then such equipment will be considered obsolete.

In the event of the equipment being considered or declared obsolete, then at the option of the Insurer the basis of the indemnity will be cash-in-lieu and will be the original purchase or replacement costs thereof less a rate of depreciation based on an accumulative rate of 15% (fifteen percent) per annum, as from the date of purchase or installation, excluding labour and installation costs.

24. Dye-lots, patterns and textures

Loss of or damage to any property (or any portion thereof) being supplied or manufactured in specific dye- lots, colours, patterns or textures which is not available (in whole or in part) in such dye-lots, colours, patterns or textures, the Insurer will indemnify the Insured for the loss of the same as such is available to the nearest dye-lot, colour or texture as may be available in the required quantity.

25. Changes in Premiums and Conditions

The Insurer reserves the right to change or increase premiums from time to time or to amend the Terms, Conditions and Exclusions of cover in respect of the Policy subject to 31 (thirty one) days' notice in writing.

26. Emergency expense shortfall benefit

The emergency expense shortfall benefit included in any Section of this Policy does not provide the benefits of a medical scheme and is not a substitute for a medical scheme membership.

27. The Insured

Unless otherwise stated under a specific Section of this Policy, the term Insured shall mean:

1. the named party(ies) stated in the Schedule (hereinafter referred to as the 'Named Insured');
2. any subsidiary company of the Named Insured declared to the Insurer;
3. any employee of the Named Insured, while acting on behalf of or in the course and scope of their employment or engagement by the Named Insured;
4. family members of senior management who are authorised to drive the Insured vehicle(s) with the knowledge and consent of the Insured.

28. Transfer of interest (applicable to Contract Works section and Plant All Risks sections)

Unless otherwise expressly stated by endorsement hereon nothing contained herein shall give any right against the Insurer to any party other than the Insured. Further the Insurer shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law unless and until the Insurer shall by endorsement hereon have declared the Insurance to have been continued. The extension of the Insurer's liability in respect of any party other than the Insured shall not give any right of claim hereunder to such party the intention being that the Insured shall in all cases claim for and on behalf of such party and the receipt by the Insured shall absolutely discharge the Insurer's liability hereunder.

29. Due Observance (applicable to Machinery Breakdown and Deterioration of Stock section)

This Policy of Insurance shall be the Contract between the Insurer and the Insured unless the Insured shall have notified the Insurer of any alteration in risk or variation in the amounts insured and received the Insurer's written confirmation of such alteration or variation.

The due observance and fulfilment of the terms of this Policy and of any specific conditions specifications annexures and endorsements which may have been incorporated therein, and which are all to be read together shall in so far as they relate to anything to be done or complied with by the Insured, be a condition precedent to any liability of the Insurer to make any payment under this Policy. Any word or expression to which a specific meaning has been given in any part thereof shall bear such meaning wherever it may appear.

30. Annually renewable policies – separate application (applicable only to annually renewable policies) (applicable to Contract Works section)

Insurance by this Policy shall apply separately to each Insured contract as if a separate Policy had been issued for each such insured contract.

31. Run Off Cover (applicable to Contract Works section)

It is agreed that in the event of cancellation or non-renewal of this Policy all insured contracts that commenced before date of cancellation or non-renewal will be covered until the end of the maintenance period subject to the Insurer's acceptance and at terms to be agreed and a full list provided of the contracts still to be completed.

32. Gradual deterioration, wear and tear

The Insurer shall not be responsible to pay for gradual deterioration and/or wear and tear to property stated in the Schedule which occurs over a period of time.

33. Policy Wording and Schedule

The Policy Wording and the Schedule together confirm the contract between the Insured and the Insurer and should be read as one document. Should there be any conflict in interpretation between the contents of the printed Policy Wording and the contents of the Schedule, the Policy Schedule shall be given precedence.

34. Unlawful use, theft, loss or malicious damage to property

In the event of any claim involving unlawful use of a motor vehicle or any theft or loss or malicious damage to property, the Insured or the person in whose control or under whose custody such articles are, shall immediately report the occurrence to the Police in the area where the loss has occurred and take all possible steps to trace the guilty party and to recover the stolen or lost property.

35. Injuries

In respect of any claim for personal injury under this Policy, where such cover is granted, all certifications, information and evidence required by the Insurer shall be furnished at the expense of the Insured and an injured person shall as often as required by the Insurer submit to medical examination at the Insurer's expense. The Insurer shall in the case of death be entitled to have a post mortem examination carried out.

36. Legal processes

The Insured shall immediately advise the Insurer of any impending prosecution or inquest and forward any notice of claim or any communication, writ, criminal and/or civil summons and/or other legal process issued or commenced against the Insured in connection with the event giving rise to the claim.

37. No admission of liability

The Insured shall not incur any expense (except as specifically provided for in this Policy) in making good any damage without the written consent of the Insurer, and shall not negotiate, pay, settle, admit or repudiate any claim or accept liability without such consent and may under no circumstances whatsoever consent to the jurisdiction of any court without prior written permission from the Insurer.

38. Value Added Tax (VAT)

38.1 Definition

VAT shall mean the amount of Value Added Tax payable by the Insured or the Insurer to the revenue authorities in the Republic of South Africa.

38.2 Value Added Tax (VAT) inclusive condition

It is understood and agreed that the monetary amounts as reflected in the sums insured and/or limits of indemnity shall be applied to the indemnity or amounts payable in terms of this Policy and to which sums the Terms, Conditions, Provisions and Limitations of this Policy shall apply, and VAT at the current rate as promulgated in legislation relating thereto.

Subject to such sums/limits of indemnity being adequate to embrace the amounts described under 38.1 and 38.2 above, the Insurer will, to the extent that the Insured is accountable to the tax authorities for value-added tax in respect of any payment in terms of this Policy, include the amount of such tax in the final settlement of any claim in terms of this Policy;

PROVIDED THAT:

the total amount payable for any Defined Event and the VAT related thereto shall not exceed the sum insured/limit of indemnity set against such Defined Event.

In circumstances referred to herein under which the Insured is required to bear the first amount of any loss (excess), such amount shall also be inclusive of VAT in like manner to the sum insured/limit of indemnity referred to above.

Furthermore, in the event of a change in the rate of VAT during the period of insurance, sums insured, limits of indemnity and, if appropriate, premiums shall be adjusted automatically.

39. Sanction limitation and exclusion

The Insurer shall not be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

40. Law and jurisdiction

Any dispute between the Insured and the insurers in connection with or arising out of the Policy shall be decided exclusively in accordance with the law of the Republic of South Africa and exclusively by a competent court of South Africa.

The Insured undertakes that they will not institute any action against the insurers nor bring joinder proceedings against the insurers in the court of any country other than the Republic of South Africa.

General Provisions

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

1. Claims preparation costs

The insurance by each Section of this Policy is extended to include costs reasonably incurred by the Insured in producing and certifying any particulars or details required by the Insurer in terms of General Condition 6. *Claims* or to substantiate the amount of any claim;

PROVIDED THAT:

the liability of the Insurer for such costs shall not exceed the amount stated in the Schedule for each and every occurrence and in the annual aggregate applicable to all Sections cumulatively claimed under.

Additional cover may be purchased per Section in which case the limit stated in the Schedule will be over and above the automatic cover provided under this General Provision

2. Payments on account

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

3. First amount payable

Except where provided for specifically in any section, the amount payable under this Policy/section for each and every loss, damage or liability shall be reduced by the first amount payable shown in the Schedule for the applicable Defined Event.

4. Members

Wherever the word “director” is used it is deemed to include “member” if the Insured is a close corporation.

5. Liability under more than one section

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

6. Meaning of words

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

7. Premium payment

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

Cooling-off period: If a Defined Event does not happen during the first 14 (fourteen) days after you have received the Policy documents, then you can cancel your cover from the date your cover started. You must tell us within 14 (fourteen) days from the date you received the Policy documents, and we will pay back all the premiums you have paid for the cancelled cover.

8. Holding covered

If the Insurer is holding covered on a risk, they will not reject a claim on the basis that the premium has not been agreed.

9. Schedule sums insured blank

If, in a Schedule of this Policy, the Sum Insured, limit of indemnity or Compensation is:

9.1 left blank or has no monetary amount stipulated against it,

9.2 reflected as nil or not applicable or not covered or no indemnity extended,

this means the Defined Event or circumstance shown in the Schedule is not insured by the Policy.

10. Security firms

If an employee of a security firm employed by the Insured under a contract causes loss or damage, the Insurer agrees, if in terms of the said contract the Insured may not claim against the said security firm, not to exercise their rights of recourse against the said security firm.

The Insurer shall not raise as a defence to any valid claim submitted under any section or sub-section of this Policy that the Insurer's rights have been prejudiced by the terms of any contract entered into between the Insured and any security provider relating to the protection of the Insured property.

11. Period of insurance

If the period of insurance (other than a first period of insurance) is for a period of less than 12 (twelve) months, then the following amendments are made to the Policy.

Section	Reference	Amendment
General	Adjustment of Premium	The words "each period of insurance" are amended to read "each period of twelve consecutive months from the inception date or anniversary date"
Fire	Specific Condition 1.2 in Stock Declaration Conditions	
Business Interruption	Deposit Premium Clause	The words "each period of insurance" are amended to read "each period of twelve consecutive months from the inception date or anniversary date"
Accounts Receivable	Adjustment Clause	
Fire	Capital Additions Clause	If the period of insurance is more often than quarterly, then the words "each quarter" are amended to read "each month"
Buildings Combined	Capital Additions Clause	
Office Contents	Capital Additions Clause	

Section	Reference	Amendment
Fidelity Guarantee	Defined Event	In addition to the Defined Events the following is added: The amount payable during any one period of 12 (twelve) consecutive months from inception or anniversary date will not exceed the Sum Insured stated in the Schedule at the said inception or anniversary date as the case may be (or double the Sum Insured if the "Reduction/Reinstatement of Sum Insured" Extension applies).
	Defined Event	If the Sum Insured is increased the 12 (twelve) consecutive months applies from the anniversary date. Any reinstatement between the date of increase and the anniversary date will not exceed twice the Sum Insured.
	Reduction/Reinstatement of Sum Insured Extension	The words "annual premium" are amended to read "12 (twelve) times the monthly premium" for policies with monthly periods of insurance and "4 (four) times the quarterly premium" or "2 (two) times the bi-annual premium" for policies with quarterly or half-yearly periods of insurance, respectively.

12. Security Guards

This General Provision applies individually to the following Sections of this Policy:

- A. Fire;
- B. Buildings Combined;
- C. Office Contents;
- D. Theft;
- E. Glass;
- F. Goods in Transit;
- G. Business All Risks;
- H. Electronic Equipment.

The Insurer will compensate the Insured for the employment of guards necessary to protect the Insured property, following the occurrence of a Defined Event, but not exceeding R25 000 (twenty five thousand rand) any one event.

13. Fire-extinguishing charges

This General Provision applies to the following Sections of this Policy:

Section	Limit of indemnity
Fire	Reasonable cost not exceeding 20% (twenty percent) of the Sum Insured
Buildings Combined	Reasonable cost not exceeding 20% (twenty percent) of the Sum Insured
Office Contents	Reasonable cost not exceeding 20% (twenty percent) of the Sum Insured
Goods in Transit	R20 000 (twenty thousand rand)
Motor Traders	R20 000 (twenty thousand rand)

Any costs relating to the extinguishing or fighting of fire, shall be deemed to be damage to the Insured property and shall be payable in addition to any other payment for which the Insurer may be liable in terms of the Section;

PROVIDED THAT:

the Insured is legally liable for such costs, and the Insured property was in danger from the fire.

Additional cover may be purchased under the Goods in Transit Section only, in which case the limit stated in the Schedule will be over and above the automatic cover provided.

14. Warranties and endorsements

If cover is subject to a specific warranty(ies) or requirement(s) or the premium was reduced as a result of receiving a discount for precautionary measures taken on any Section of this Policy and these measures are not in place, maintained and/or operational at the time of the loss or damage for which a claim is submitted, the Insurer may reject the claim.

15. Malicious Damage Extension (applicable to Contract Works section)

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, this Insurance is extended to cover loss or damage directly occasioned by or through or the consequence of deliberate or willful or wanton act of any person committed with the intention of causing such loss or damage. Provided that this extension does not cover:

- 15.1 consequential or indirect loss or damage of any kind or description whatsoever
- 15.2 loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation
- 15.3 loss or damage related to or caused by permanent or temporary dispossession resulting from confiscation, commandeering or requisitions by any lawfully constituted authority
- 15.4 loss or damage related to or caused by any occurrence referred to in General Exception 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 of this Policy or the act of any lawfully established authority in controlling, suppressing or in any other way dealing with any such occurrence.

If the Insurers allege that by reason of provisos 15.1, 15.2, 15.3 or 15.4 loss or damage is not covered by this Extension, the burden of proving the contrary shall rest on the Insured.

16. Locks and keys

This General Provision applies to the following Sections of this Policy:

- A. Buildings Combined;
- B. Office Contents;
- C. Theft;
- D. Money.

In addition to any payment in respect of a Defined Event, the Insurer will indemnify the Insured in respect of the cost of replacing locks and keys following upon the disappearance of any key or following upon the Insured having reason to believe that any unauthorised person may be in possession of such key or a duplicate of such key of:

- 16.1 any receptacle; or
- 16.2 the business premises;

PROVIDED THAT:

- 1. the premises is stated in the Schedule;
- 2. the liability of the Insurer shall not exceed R10 000 (ten thousand rand) in terms of A, B, C or D any one event.

Additional cover may be purchased under the Money Section only, in which case the limit stated in the Schedule will be over and above the automatic cover provided.

17. Subsidence and landslip (limited/restricted cover)

This General Provision applies to the following Sections of this Policy:

- A. Fire;
- B. Buildings combined;
- C. Office Contents.

These Sections are extended to include loss of or damage to the Insured property caused by subsidence or landslip of the land supporting the said insured property or heave thereof;

PROVIDED THAT:

such loss or damage is not caused by or does not arise from:

1. normal settlement, shrinkage or expansion of the land supporting the Insured property;
2. alterations, additions or repairs to the building(s);
3. compaction or infill;
4. defective or faulty design, materials or workmanship;
5. excavations other than mining operations;
6. contraction and/or expansion of soil, clay or similar types or moist or damp;
7. removal or weakening of support to the Insured property.

The Insurer will not be liable for:

1. loss of or damage to swimming pools and surrounds, tennis courts, terraces, patios, paths, driveways, septic or conservancy tanks, drains, water courses, walls, gates, posts and fences, retaining and screening walls unless the Insured building(s) are damaged at the same time by the same event;
2. loss of or damage to solid floor slabs or any part of the Insured property resulting from the movement of such slabs unless the foundation supporting the external walls of the Insured building(s) are damaged by the same cause at the same time;
3. consequential loss whatsoever;
4. damage existing at commencement of cover.

The Insurer will not be liable for work necessary to prevent further loss or damage due to subsidence, landslip or heave except where appropriate design precautions were implemented during the original construction of the Insured property and any subsequent additions thereto.

If required the Insured must give proof that the loss or damage being claimed for was caused by subsidence, landslip or heave.

FIRE

Defined Events

Damage to the whole or part of the property described in the Schedule, owned by the Insured or for which they are legally responsible, including alterations by the Insured as tenants to the building and structures, by:

1. fire;
2. lightning and thunderbolt;
3. subterranean fire;
4. explosion;
5. earthquake (whether arising from mining operations or otherwise), volcanic eruption or other convulsion;
6. special perils:
 - 6.1 storm, wind, water, hail or snow, but excluding damage to property:
 - 6.1.1 arising from it undergoing any process necessarily involving the use or application of water;
 - 6.1.2 caused by tidal wave originating from earthquake;
 - 6.1.3 in the open (other than buildings, structures and plant designed to exist or operate in the open) unless specifically insured as a separate item in the Schedule; or
 - 6.1.4 any structure not completely roofed unless specifically insured as a separate item in the Schedule; or
 - 6.1.5 being retaining walls unless specifically insured as a separate item in the Schedule;
 - 6.2 aircraft and other aerial devices or articles dropped therefrom;
 - 6.3 impact by rocks and boulders (other than meteorites, asteroids or similar bodies entering the earth's atmosphere), animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles;

PROVIDED THAT:

this Defined Event (special perils) does not cover:

1. wear and tear or gradual deterioration;
2. damage caused or aggravated by:
 - 2.1 leakage or discharge from any sprinkler or drencher system or fire extinguishing installation/ appliances in the buildings insured hereby or in buildings containing property insured hereby;
 - 2.2 subsidence or landslip;
 - 2.3 the Insured's failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimisation of any damage;
 - 2.4 mildew, damp, rising damp, rust, corrosion or rot;
7. such additional perils as stated in the Schedule.

Specific Exceptions

This insurance does not cover:

1. damage to property occasioned by it undergoing any heating or drying process;
2. damage to property which at the time thereof is insured by or would, but for the existence of this insurance, be insured by any marine Policy(ies), except in respect of any excess beyond the amount which would have been payable under the marine Policy(ies) had this insurance not been effected;
3. damage to property in the underground workings of any mine.

Specific Condition

Additional perils (if stated in the Schedule to be included)

It is understood and agreed that in respect of each additional perils extension included in this insurance:

1. all the exceptions and conditions applicable to this insurance shall apply as if they had been incorporated therein;
2. for the purposes thereof any damage insured shall be deemed to have been caused by fire.

Average

If the property insured is, at the commencement of any damage to such property by any peril insured against, collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being their own Insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this condition.

Lightning or power surge

1. It is a condition of cover that the Insured property must be protected by any SANS (South African National Standard) approved surge arrestors installed on all data lines, power supplies or electronic distribution boards on the Insured premises and installation must comply with all SANS requirements.
2. the installation of any surge protection device that complies with SANS/IEC 61643-11 low voltage surge protection standards in the main electrical distribution board feeding the equipment;
 - 2.1 the device must:
 - 2.1.1 be a 40 kA (8/20) Class 2;
 - 2.1.2 be wired in terms of SANS 10142-1 Connection type 2;
 - 2.1.3 have mechanical fault indication;
 - 2.2 installation by a registered electrician who must provide either of the following:
 - 2.2.1 an Electrical Certificate of Compliance (CoC) for the installation;
 - 2.2.2 proof of installation stating the adherence to the required electrical standards and regulations at the time that the device was installed.

Should Conditions 1 and 2 above (where applicable) not be complied with, the Insured shall be responsible for the excess/first amount payable stated in the Schedule.

Power surge is defined as a temporary fluctuation in the current or voltage of an electrical circuit which was not caused by a direct lightning strike.

Earthquake extension

Damage caused by earthquake but excluding damage to property in the underground workings of any mine.

Leakage extension

Damage caused by discharge or leakage from any sprinkler, drencher system or fire extinguishing installation/ appliance.

If a first loss limit is shown against this additional peril in the Schedule, the amount of such limit shall be the maximum liability of the Insurer in respect of any one event and, for the purposes of this extension only, the following shall be substituted for the average condition herein before expressed:

If the property insured is, at the commencement of any damage to such property by discharge or leakage, collectively of greater value than the Sum Insured thereon against fire damage, then the Insurer shall be liable under this extension only for that proportion of the first loss limit as the Sum Insured against fire bears to the total value of such property and the Insured shall be considered as being their own Insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, to which this extension applies shall be separately subject to this clause.

In respect of this extension only, specific exception 1 to this section is deleted.

Malicious damage extension

Damage directly occasioned by or through or in consequence of the deliberate or willful or wanton act of any person committed with the intention of causing such damage other than damage to:

1. moveable property which is:
 - 1.1 stolen;
 - 1.2 damaged in an attempt to remove it or part of it from any premises owned or occupied by the Insured.
2. moveable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by the Insured;
3. immovable property owned or occupied by the Insured occasioned by or through or in consequence of:
 - 3.1 damage related to or caused by any occurrence referred to in General exception 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Insurer alleges that, by reason of provisos 1.2 or 3, loss or damage is not covered by this section, the burden of proving the contrary shall rest on the Insured.

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

During the period of the initial unoccupancy of 30 (thirty) consecutive days, the Insured shall become a co-Insurer with the Insurer and shall bear a proportion of any damage equal to 20% (twenty percent) of the claim before deduction of any first amount payable.

Riot and strike extension (if stated in the Schedule to be included)

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein this Section is extended to cover loss or damage directly occasioned by or through or in consequence of:

1. civil commotion, labour disturbances, riots, strikes or lockout;
2. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 1 above.

Provided that this extension does not cover:

1. Loss or damage occurring in the Republic of South Africa & Namibia.
2. Consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
3. Loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.
4. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
5. Loss or damage related to or caused by any occurrence referred to in General Exception 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 and 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Insurer alleges that by reason of provisos 1, 2, 3, 4 or 5 loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

Clauses and extensions

All other contents clause

The term all other contents referred to in the definition of property under Column 3 (Plant and Machinery) of the Schedule includes, but is not restricted to personal effects, tools and pedal cycles, the property of the Insured or directors or employees of the Insured in so far as such property is not otherwise insured.

The benefit under this extension is limited to R20 000 (twenty thousand rand) for any one individual in respect of property lost or damaged whilst on the Insured's premises.

Alterations and misdescription clause

The insurance under this section shall not be prejudiced by any alteration or misdescription of occupancy whether due to the transfer of processes or machinery or by virtue of acquisition of additional premises, structural alterations or repairs to buildings, machinery or plant, provided that notice is given to the Insurer as soon as practicable after such event and the Insured agrees to pay additional premium if required.

Alternative replacement conditions (design capacity) clause

In the event of property insured which has a measurable function, capacity or output being damaged by a Defined Event and it not being possible to replace or reinstate such property in terms of the reinstatement value conditions, then the Insurer will pay the cost of replacing such property with property the quality, capacity, function or output of which is as near as possible but not inferior to that of the original property, provided that:

1. provisos 1, 2, 3 and 4 of the reinstatement value conditions apply equally to this clause;
2. in applying the provisions of proviso 3 of the reinstatement value conditions, the cost (as provided for in proviso 3) "which would have been incurred in replacement or reinstatement if the whole of the Insured property had been damaged" will be increased by such amount payable under the alternative replacement clause which is in excess of that which would have been payable under the reinstatement value conditions clause, had it been possible to reinstate or replace the property in terms thereof.

Architects' and other professional fees clause

The insurance under Columns 1 (Buildings) and 3 (Plant and Machinery) of the Schedule includes professional fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of the property insured following damage by a Defined Event, but in no case exceeding 20% (twenty percent) of the amount payable in respect of such damage and provided that the total amount recoverable shall not exceed the Sum Insured on the property affected. The amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the Insured's claim.

Average Extension: Day one basis: Non-Adjustable – applicable to buildings and machinery only (if stated in the Schedule to be included)

The items to which this extension applies, and their declared values are shown in the Schedule.

1. The Insured having stated in writing the declared value incorporated in each item to which this extension applies, the premium has been calculated accordingly: "Declared Value" shall mean the Insured's assessment of the cost of reinstatement of the property insured arrived at in accordance with the first paragraph of the Reinstatement Value Conditions at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently to the fixing of the Declared Value) together with, in so far as the insurance by the item provides, due allowance for:

the additional costs of reinstatement to comply with Public Authority Requirements (as stated herein):
 - 1.1 architects and other professional fees (as stated herein);
 - 1.2 costs of demolition and clearing and erection of hoardings (as stated herein).
2. At the inception of each period of insurance, the Insured shall notify the Insurer of the declared value of the property by each of the said item(s). In the absence of such declaration, the last amount declared by the Insured shall be taken as the declared value for the ensuing period of insurance.
3. Notwithstanding any general condition or endorsement to the contrary, the following wording applies to proviso 3 of the Reinstatement Value Conditions.

Each item insured under these conditions is declared to be separately subject to the following condition of average, namely:

If, at the time of damage, the declared value of the property covered by such item be less than the cost of reinstatement (as defined in paragraph 1 above) at the inception of the period of insurance, then the Insurer's liability for any loss hereby insured shall be limited to that proportion thereof which the declared value bears to such cost of reinstatement.

The following special Memorandum is added to the Reinstatement Value Conditions.

Special Memorandum

Where, by reason of any of these conditions, no payment is to be made beyond the amount which would have been payable under the Policy if this extension had not been incorporated therein, the rights and liabilities of the Insurer and the Insured in respect of the destruction or damage shall be subject to the terms and conditions of the Policy including any condition of average therein, as if this extension had not been incorporated therein, except that the total amount payable shall be limited to a maximum of the percentage of the declared value shown in the Schedule.

4. In the event of loss, the liability of the Insurer in respect of property to which this extension applies shall not exceed the sums insured stated in the Schedule.
5. If this section of the Policy is subject to a capital additions clause, then such clause is deleted and replaced by the following:

The insurance hereby extends to cover alterations, additions and improvements (but not appreciation in value in excess of the sums insured) to property specified herein (other than stocks) for an amount not exceeding 10% (ten percent) of such sums insured, it being understood that the Insured undertakes to advise the Insurer each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

Brands and labels (if stated in the Schedule to be included)

In the event of loss or damage to property insured carrying a brand name, trademark or label or where the sale of such property in any way carries a guarantee or where the sale of such property might have an adverse effect upon the market value of similar property, the Insurer agrees to remove all such brand names, trademarks, labels or guarantees before disposing of and determining the value of the salvage.

It is further agreed that, on containers from which the brand name, trademark, label or guarantee cannot be removed, the contents will be removed to plain containers;

PROVIDED THAT:

in the event of loss or damage to labels or names, the amount payable will be the cost of labelling and/or reconditioning the property.

Capital additions clause

The insurance under this section covers alterations, additions and improvements (but not appreciation in value in excess of the sum(s) insured) to the property other than stock and materials in trade for an amount not exceeding 20% (twenty percent) of the Sum Insured thereon, it being understood that the Insured undertakes to advise the Insurer each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

Cleaning and maintenance equipment

The insurance under Column 1 (Buildings) of the Schedule is extended to include cleaning and maintenance equipment owned by the Insured for maintaining and cleaning the premises and which is kept on such premises;

PROVIDED THAT:

the Insurer's liability shall not exceed R20 000 (twenty thousand rand) per event.

Cost of demolition and clearing and erection of hoardings clause

The insurance under this section includes costs necessarily incurred by the Insured in respect of the demolition of buildings and machinery and/or the removal of debris (including stock debris) and in providing, erecting and maintaining hoardings required during demolition, site clearing and/or building operations following damage to the property insured by a Defined Event, provided that the total amount recoverable shall not exceed the Sum Insured on the property affected.

The Insurer will not pay for any costs or expenses:

1. incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site;
2. arising from pollution or contamination of property not insured by this Policy/section.

Cost of removal of fallen or leaning trees

The insurance under this Section is extended to cover costs reasonably and necessarily incurred in removing trees or parts of trees from the Insured premises, as described in the Schedule, which have fallen following a Defined Event or leaning trees that are in danger of causing damage to the Insured property;

PROVIDED THAT:

1. the Insurer's liability shall not exceed R10 000 (ten thousand rand) any one occurrence;
2. such costs will be subject to the Insurer's prior written consent.

Designation of property clause

For the purpose of determining where necessary the column under which any property is insured, the Insurer agrees to accept the designation under which such property has been entered in the Insured's books.

Disposal of salvage clause (if stated in the Schedule to be included)

Without diminishing the rights of the Insurer to rely on the provisions of the general conditions in the event of a loss, the Insurer agrees that it will not sell or otherwise dispose of any property which is the subject of a claim hereunder without the consent of the Insured provided that the Insured can establish to the satisfaction of the Insurer that to do so will prejudice their interests in which event the Insurer agrees to give the Insured first option to repurchase such property at its fair intrinsic value or market value whichever is the greater. The Insured shall not be entitled under the provisions of this clause to abandon any property to the Insurer whether taken possession of by the Insurer or not.

Escalation/Inflation (Year 1 and Year 2) (if stated in the Schedule to be included)

During each period of insurance, the sum(s) insured under Columns 1 (Buildings) and/or 3 (Plant and Machinery) of this Section shall be increased by that portion of the percentage specified in the Schedule which the number of days since the commencement of such period bears to the whole of such period. Unless agreed otherwise, these provisions shall only apply to the sum(s) insured in force at the commencement of the period of insurance.

At each renewal date, the Insured shall notify the Insurer of the sum(s) to be insured for the forthcoming period of insurance and the percentage increase required for such period. In default thereof, the Provisions of this Clause shall cease to apply.

Period of cover (as selected and stated in the Schedule) shall be:

1. Escalation - current insurance period;
2. Inflation Year 1 - 12 (twelve) month period following current insurance period;
3. Inflation Year 2 - 12 (twelve) month period following the period in 2. above.

Geysers

Cover for loss of or damage to Geysers (as defined) the property of the Insured installed in the building(s) described in the Schedule, following sudden and unforeseen bursting and leaking is hereby included;

PROVIDED THAT:

1. the Insurer shall not be liable to pay for loss or damage:
 - 1.1 caused by, or aggravated by, wear and tear, rust, decay or gradual deterioration;
 - 1.2 caused by cracking or splitting of the unit due to wear and tear;
 - 1.3 due to faulty material or workmanship, inherent device and latent defects or faulty or defective design;
 - 1.4 recoverable in terms of manufacturer's warranty;
 - 1.5 loss or damage due to the failure or deliberate withholding of supply of water, electricity, or fuel;
2. the Insurer's liability shall not exceed the limit stated in the Schedule.

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

Definition of Geysers

The term 'Geysers' shall mean geysers, water tanks, water apparatus, water pipes, drip trays, pans and water heating systems.

Specific condition (Geysers)

The Geysers (as defined) must be installed in accordance with SANS specification 10254 where applicable and in accordance with the manufacturer's specifications or any other SANS specification applicable.

Landscaping

The Insurer will pay up to R25 000 (twenty five thousand rand) per event towards costs reasonably and necessarily incurred by the Insured for the replacement of trees, shrubs, lawns, plants and fixed sprinkler installations situated at the grounds of the Insured buildings stated in the Schedule;

PROVIDED THAT:

such loss or damage is caused by:

1. fire, explosion or as a result of firefighting operations
2. any other emergency service operations;
3. impact by vehicles or aircraft or other aerial devices;
4. any deliberate or malicious acts but excluding theft or attempted theft.

Mortgagee clause

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

Municipal plans scrutiny fee clause

The insurance under column 1 (Buildings) of the Schedule includes municipal plans scrutiny fee, provided that the total amount recoverable under any item shall not exceed the Sum Insured on the building affected.

Public authorities' requirements clause

The insurance under this section includes such additional cost of repairing or rebuilding the damaged property incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any act of parliament or ordinance of any provincial, municipal or other local authority, provided that:

1. the amount recoverable under this clause shall not include:
 - 1.1 the cost incurred in complying with any of the aforesaid regulations:
 - 1.1.1 in respect of damage occurring prior to granting of this clause;
 - 1.1.2 in respect of damage not insured under this section;
 - 1.1.3 under which notice has been served upon the Insured prior to the happening of the damage;
 - 1.1.4 in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from this insurance) of that portion damaged;
 - 1.2 the additional cost that would have been required to make good the property damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations not arisen;
 - 1.3 the amount of any rate, tax, duty, development or other charge or assessment arising from capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations;
2. the work of repairing or rebuilding must be commenced and conducted with reasonable despatch and may be conducted wholly or partially upon another site (if the aforesaid regulations so necessitate) subject to the liability of the Insurer under this clause not being thereby increased;

3. if the liability of the Insurer under any item of this section apart from this clause shall be reduced by the application of any of the terms, exceptions and conditions of this section, then the liability of the Insurer under this clause in respect of any such item shall be reduced in like proportion;
4. the total amount recoverable under any item of this section shall not exceed the Sum Insured thereby.

Public supply connections clause

This section is extended to cover accidental damage to water, sewerage, gas, electricity, and telecommunication connections, the property of the Insured or for which they are legally responsible between the property insured and the public supply or mains.

Railway and other subrogation clause

The Insured shall not be prejudiced by signing the “Transnet Cartage (Hazardous Premises) Indemnity” or other special agreements with Transnet Administration regarding private sidings or similar agreements with other government bodies.

Reinstatement value conditions clause

In the event of property other than stock being damaged, the basis upon which the amount payable is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to nor more extensive than the Insured property when new,

provided that:

1. the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to requirements of the Insured subject to the liability of the Insurer not being thereby increased) must be commenced and carried out with reasonable despatch, otherwise no payment, beyond the amount which would have been payable if these reinstatement value conditions had not been incorporated herein, shall be made;
2. until expenditure has been incurred by the Insured in replacing or reinstating the property, the Insurer shall not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein;
3. if, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the Insured property had been damaged, exceeds the Sum Insured thereon at the commencement of any damage to such property by a Defined Event, then the Insured shall be considered as being their own Insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of this section (if more than one) to which these conditions apply shall be separately subject to this provision;
4. these conditions shall be without force or effect if:
 - 4.1 the Insured fails to intimate to the Insurer within six months of the date of damage or such further time as the Insurer may in writing allow, his intention to replace or reinstate the property;
 - 4.2 the Insured is unable or unwilling to replace or reinstate the property on the same or another site.

Rent clause (if insured under column 2)

The Insurer will pay the amount of rent receivable, rent payable or rental value (as the case may be) defined hereunder in the event of the premises stated in the Schedule being rendered untenable during the term specified therein in consequence of damage by a Defined Event:

Rent receivable	the actual rent receivable by the Insured at the time of the event in respect of the aforesaid premises or on such part of the same as may then be let.
Rent payable	the actual rent payable by the Insured to the owner or landlord of the said premises.
Rental value	the actual rental value of the said premises.

The amount payable in terms of this clause shall be in the proportion which the amount insured bears to the actual rent receivable/rent payable or rental value of the premises as the case may be and if the premises are not untenable during the whole of the aforesaid term, the Insurer shall only be liable to pay such proportion of the amount payable as the period of time during which the premises may remain untenable bears to the whole term specified above, but the period shall not exceed the time which would be required to place the premises in a tenable condition.

Shade nets and canopies

The Insurer will pay for loss or damage to shade nets and canopies in the open which forms part of the Insured property stated in the Schedule, caused by hail, wind, snow or storm up to R50 000 (fifty thousand rand) per event;

PROVIDED THAT:

the Insured shall be deemed to be Co-Insurer on the basis stated in the table below:

Age of shade nets	% of Co-insurance	Age of shade nets	% of Co-insurance
Up to 1 (one) year	10% (ten percent)	Up to 4 (four) years	60% (sixty percent)
Up to 2 (two) years	25% (twenty five percent)	Up to 5 (five) years	80% (eighty percent)
Up to 3 (three) years	40% (forty percent)	Older than 5 (five) years	100% (one hundred percent)

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

Stock declaration conditions (if stated in the Schedule to be included)

In respect of stock and materials in trade insured under this section being subject to the stock declaration conditions, the premium is calculated on 75% (seventy five percent) of the sum or sums insured thereon, subject to the following specific conditions:

1. 1.1 The Insured shall declare to the Insurer in writing the market value of their stock and materials in trade on the last day of each month/quarter (as stated in the Schedule) and shall make such declaration within 30 (thirty) days thereof, otherwise they shall be deemed to have declared the Sum Insured on such property as the market value thereof.
- 1.2 After each period of insurance, the premium shall be calculated on the average Sum Insured, namely the total of the values declared or deemed to have been declared, divided by the number of declarations due to have been made. If the resultant premium differs from the provisional premium, the difference shall be payable by or to the Insured as the case may be, but the amount payable by the Insurer shall not exceed 50% (fifty percent) of the provisional premium.
2. Any claim hereunder shall be settled on the basis of the market value immediately anterior to the damage.
3. If, after the occurrence of damage, it is found that the amount of the last declaration is less than the amount that ought to have been declared, then the amount which would have been recoverable by the Insured shall be reduced in such proportion as the amount of the said declaration bears to the amount that ought to have been declared or to the Sum Insured, whichever is the lesser amount. The provisions of this condition shall, if applicable, operate cumulatively with the provisions of the specific condition relating to average.
4. In consideration of the insurance not being reduced by the amount of any loss, the Insured shall pay additional premium on the amount of the loss from the date thereof to expiry of the period of insurance and such extra premium shall not be taken into account in, and shall be distinct from, the final adjustment premium.
5. The liability of the Insurer shall not exceed the Sum Insured and premium shall not be receivable on values in excess thereof.
6. The above specific conditions shall apply separately to each item of the specification to which these stock declaration conditions apply.

Temporary removal clause

Except in so far as it is otherwise insured the property insured is covered whilst temporarily removed elsewhere on the premises stated in the Schedule or to any other premises including transit by road, rail or inland waterway anywhere within the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini (formerly Swaziland), Zimbabwe and Malawi, provided that:

1. unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, the liability of the Insurer shall not exceed 15% (fifteen percent) of the Sum Insured applicable to any item;
2. the amount payable under this clause shall not exceed the amount that would have been payable had the loss occurred on the part of the premises from which the property is temporarily removed.

Temporary repairs and measures after loss

The insurance under this Section is extended to include all costs and expenses incurred by the Insured in effecting such temporary repairs and by taking such temporary measures as may be reasonably necessary after loss of or damage to the Insured property by any peril hereby insured against;

PROVIDED THAT:

the liability of the Insurer for such costs and expenses shall not exceed R50 000 (fifty thousand rand) per event.

Tenants clause

The Insurer's liability to the Insured shall not be affected by any act or omission on the part of any owner of a building or any tenant (other than the Insured) without the Insured's knowledge. The Insured shall, however, inform the Insurer as soon as such act or omission which is a contravention of any of the terms, exceptions or conditions of this section comes to their knowledge and will be responsible for any additional premium payable from the date that any increased hazard shall be assumed by the Insurer.

Valuation of Stock (in absence of stock declaration conditions)

If stock and materials in trade insured under this Section are not subject to the Stock declaration conditions Clause, any claim hereunder shall be settled on the basis of the market value immediately before the damage. In the event of the market value of the stock and materials in trade immediately before the damage being greater than the Sum Insured thereon, General Condition 9. Average will apply.

Water leaks/loss of water

The Insurer will indemnify the Insured for cost of water lost through leakage from pipes in any building, unit or on common property and for which the Insured is responsible to pay;

PROVIDED THAT:

1. the Insurer will only indemnify the Insured for the cost of additional water consumption in the event of a quarterly meter reading of water consumption exceeding the average of the previous four quarterly meter readings by 50% (fifty percent) or more;
2. the limit of indemnity in respect of cost of lost water shall not exceed R15 000 (fifteen thousand rand)
3. it is a condition precedent to liability that the Insured shall, on discovery of a leak (by physical evidence or on receipt of abnormally high water reading indicated on the account), take immediate steps to identify and repair the affected leaking apparatus/pipes;
4. in addition, the Insurer will pay for the cost of:
 - 4.1 identifying water leaks on the premises up to R10 000 (ten thousand rand)
 - 4.2 filling up swimming pools or ponds following maintenance or repairs up to R10 000 (ten thousand rand)
5. the Insurer will not be liable to pay for:
 - 5.1 cost towards remedial action including repairs to affected apparatus/pipes;
 - 5.2 losses as a result of:
 - 5.2.1 leaking taps, geysers, toilet systems, swimming pools or any other water tank;
 - 5.2.2 any deliberate acts of the Insured;
 - 5.2.3 taps left open after being used;
 - 5.2.4 any unit left unoccupied for more than 31 (thirty one) consecutive days.

Wild baboons and monkeys

The Insurer will pay for loss or damage to the building(s) and outbuilding(s) including any contents contained therein, as stated in the Schedule, caused by wild baboons or monkeys. Wild baboons and monkeys will not be regarded as vermin for the purpose of this cover;

PROVIDED THAT:

the Insurer will not pay more than R20 000 (twenty thousand rand).

BUILDINGS COMBINED

Section A – Material Damage

1. Property Insured

All the buildings insured and described in the Schedule including all outbuildings thereto (constructed of brick, stone, concrete or metal on metal framework and roofed with slate, tiles, metal, concrete or asbestos unless otherwise stated in the Schedule) and sporting and recreational structures, landlord's fixtures and fittings therein and thereon (including but not limited to: television and radio aerials, satellite dishes and masts, close circuit TVs and cameras, burglar alarm systems, fire extinguishing equipment, lightning conductors, fixed air conditioning units, ventilator fans, water heating systems and geysers (including solar geysers and solar geyser heating panels), fixed filtration plant, water-pumping machinery, electrical heating systems, electronic gate motors, garage door machinery, septic sewerage tanks), walls (except dam walls), gates, posts, fences (other than hedges), and tarred or paved: roads, driveways, paths, or parking areas.

2. Defined Events

Damage to the whole or part of the Property (as defined) described in the Schedule, owned by the Insured or for which they are legally responsible, including alterations by the Insured as tenants to the building and structures, by:

- 2.1 fire;
- 2.2 lightning and thunderbolt;
- 2.3 subterranean fire;
- 2.4 explosion;
- 2.5 earthquake (whether arising from mining operations or otherwise), volcanic eruption or other convulsion, but excluding loss of or damage to property in the underground workings of any mine;
- 2.6 special perils:
 - 2.6.1 storm, wind, water, hail or snow but excluding damage to property:
 - 2.6.1.1 arising from it undergoing any process necessarily involving the use or application of water;
 - 2.6.1.2 caused by tidal wave originating from earthquake;
 - 2.6.1.3 in any structure not completely roofed unless specifically insured as a separate item in the Schedule;
 - 2.6.1.4 being retaining walls unless specifically insured as a separate item in the Schedule;
 - 2.6.2 aircraft and other aerial devices or articles dropped therefrom;
 - 2.6.3 impact by rocks and boulders (other than meteorites, asteroids or similar bodies entering the earth's atmosphere), animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles;

PROVIDED THAT:

this Defined Event (special perils) does not cover:

- 1. wear and tear or gradual deterioration;
- 2. damage caused or aggravated by:
 - 2.1 leakage or discharge from any sprinkler or drencher system in the buildings insured hereby;
 - 2.2 subsidence or landslip;
 - 2.3 the Insured's failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimisation of any damage;
 - 2.4 mildew, damp, rising damp, rust, corrosion or rot;

- 2.7 theft (or any attempt thereat) accompanied by visible signs of physical damage to the building following forcible and violent entry into or exit from such building or as a result of theft (or any attempt thereat) following violence or threat of violence. If any building insured or containing the Insured property becomes unoccupied for 31 (thirty one) consecutive days, this item is suspended as regards the property affected unless the Insured, before the occurrence of damage, obtains the written agreement of the Insurer to continue this Extension. During the period of the initial unoccupancy of 31 (thirty one) consecutive days, the Insured shall become a co-Insurer with the Insurer and shall bear a rateable proportion of any damage equal to 20% (twenty percent) of the claim before deduction of any first amount payable;
- 2.8 such additional perils as are stated in the Schedule to be included.
- 2.9 Theft or any attempt thereat is limited to R100 000 (one hundred thousand rand) if not accompanied by forcible and violent entry into or exit from such premises or as a result of theft following violence or threat of violence.
- 2.10 Accidental damage to water, sewerage, gas, electricity and telecommunication connections, the property of the Insured or for which they are legally responsible, between the property insured and the public supply or mains.
- 2.11 Accidental physical loss of or damage to the Insured Property at or about the premises by any cause not excluded by Exceptions 3.1 to 3.8 appearing herein or otherwise more specifically insured by any section of this Policy but subject always to the limit stated in the Schedule and the first amount payable by the Insured.

3. Exceptions applicable to Defined Events

- 3.1 Any perils excluded or circumstances precluded from any other insurance available from the Insurer at inception hereof nor for any excess payable by the Insured under such insurance nor for any reduction of amount payable under any claim due to the application of average.
- 3.2 More than the individual value of any item forming part of a pair set or collection without regard to any special value such item may have as part of such pair set or collection.
- 3.3 Detention, confiscation, attachment, destruction or requisition by any lawfully constituted authority or other judicial process.
- 3.4 Unexplained disappearance or shortage only revealed during or after an inventory or errors or omissions in receipts payments or accounting or misfiling or misplacing of information.
- 3.5 Loss of or damage to Insured Property caused by:
 - 3.5.1 any fraudulent scheme trick device or false pretence practiced on the Insured (or any person having custody of the Insured property) or fraud or the dishonesty of any principal or agent of the Insured;
 - 3.5.2 overheating implosion cracking fracturing weld failure nipple leakage or other failure. This exception applies only to vessels, pipes, tubes or similar apparatus;
 - 3.5.3 Breakdown electrical/electronic and/or mechanical derangement;
 - 3.5.4 altering, bleaching, cleaning, dyeing, manufacture repair restoring servicing, renovating testing or any other work, thereon;
 - 3.5.5 fault or defect in its design formula specification drawing plan materials, workmanship or professional advice, normal maintenance, gradual deterioration, depreciation, corrosion, rust oxidation or other chemical action or reaction frost change in temperature expansion or humidity fermentation or germination dampness dryness wet or dry rot shrinkage, evaporation loss of weight, contamination, pollution change in colour flavour texture or finish or its own wear and tear;
 - 3.5.6 denting, chipping, scratching or cracking not affecting the operation of the item;
 - 3.5.7 termites, moths, insects, vermin, inherent vice fumes, flaws, latent defect fluctuations in atmosphere or climatic conditions the action of light.
- 3.6 Settlement or bedding down ground heave collapse or cracking of structures or the removal or weakening of support to any insured property. Leakage of liquid or gas from the receptacle in which it is contained.
- 3.7 Failure of and/or the deliberate withholding and/or lack of supplies of water, steam, gas, electricity, fuel or refrigerant.
- 3.8 Collapse of plant and machinery.

4. Conditions

Lightning or power surge

1. It is a condition of cover that the Insured property must be protected by any SANS (South African National Standard) approved surge arrestors installed on all data lines, power supplies or electronic distribution boards on the Insured premises and installation must comply with all SANS requirements.
2. the installation of any surge protection device that complies with SANS/IEC 61643-11 low voltage surge protection standards in the main electrical distribution board feeding the equipment;
 - 2.1 the device must:
 - 2.1.1 be a 40 kA (8/20) Class 2;
 - 2.1.2 be wired in terms of SANS 10142-1 Connection type 2;
 - 2.1.3 have mechanical fault indication;
 - 2.2 installation by a registered electrician who must provide either of the following:
 - 2.2.1 an Electrical Certificate of Compliance (CoC) for the installation;
 - 2.2.2 proof of installation stating the adherence to the required electrical standards and regulations at the time that the device was installed.

Should Conditions 1 and 2 above (where applicable) not be complied with, the Insured shall be responsible for the excess/first amount payable stated in the Schedule.

Power surge is defined as a temporary fluctuation in the current or voltage of an electrical circuit which was not caused by a direct lightning strike.

5. Extensions

5.1 Malicious Damage Extension

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

- 5.1.1 moveable property which is:
 - 5.1.1.1 stolen;
 - 5.1.1.2 damaged in an attempt to remove it or part of it from any premises owned or occupied by the Insured;
- 5.1.2 moveable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by the Insured;
- 5.1.3 immovable property owned or occupied by the Insured occasioned by or through or in consequence of:
 - 5.1.3.1 the removal or partial removal or any attempt thereof;
 - 5.1.3.2 the demolition or partial demolition or any attempt thereof of the said immovable property or any part thereof with the intention of stealing any part thereof provided that this extension does not cover:
 - 5.1.3.2.1 loss or damage related to or caused by fire or explosion;
 - 5.1.3.2.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
 - 5.1.3.2.3 loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process of operation;
 - 5.1.3.2.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
 - 5.1.3.2.5 loss or damage related to or caused by any occurrence referred to in General Exceptions 1.1.1 to 1.1.7 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Insurer alleges that by reason of provisos 5.1.3.2.1, 5.1.3.2.2, 5.1.3.2.3, 5.1.3.2.4 or 5.1.3.2.5 loss or damage is not covered by this section, the burden of proving the contrary shall rest on the Insured.

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

During the period of the initial unoccupancy of 30 (thirty) consecutive days the Insured shall become a co-Insurer with the Insurer and shall bear a proportion of any damage equal to 20% (twenty percent) of the claim before deduction of any first amount payable.

5.2 Swimming Pool/Borehole Pumps

If swimming pool machinery or borehole pumps in domestic use are damaged by any cause other than wear and tear or depreciation the Insurer will at their option repair or replace the damaged equipment or pay to the Insured the value thereof up to an amount of R5 000 (five thousand rand) on any one claim.

5.3 Loss of Rent

Loss of rent as a result of the Property Insured or any part thereof being so damaged by any of the perils specified as defined in Defined Events 2.1 to 2.9 as to be rendered uninhabitable and until relet but in no case exceeding a period of 12 (twelve) months from the date the property becomes inhabitable not for an amount exceeding 25% (twenty five percent) of the Sum Insured of the affected property. The basis of evaluation shall be the rent payable immediately preceding the destruction or damage or its equivalent in rental value.

In the event of damage to property other than buildings occupied as residential flats/offices only (including such buildings partially occupied by shops) the cover hereunder shall cease on completion of reinstatement of damage.

5.4 Subsidence and Landslip (if stated in the Schedule to be included)

The insurance by this Policy extends to include damage caused by subsidence and landslip provided that the Insured shall bear the first proportion of each and every claim up to an amount calculated at 1% (one percent) of the Sum Insured on the property or R500 (five hundred rand) whichever is the greater.

This extension does not cover:

- 5.4.1 damage to drains, watercourses, boundary walls, garden walls, retaining walls, gates, posts, or fences unless specifically insured;
- 5.4.2 damage caused by or attributable to:
 - 5.4.2.1 faulty design or construction of or the removal or weakening of support to any building situated at the Insured premises;
 - 5.4.2.2 workmen engaged in making any structural alterations, additions or repairs to any building situated at the Insured premises;
 - 5.4.2.3 excavation on or under land other than excavation in the course of mining operations.
- 5.4.3 consequential loss of any kind whatsoever except loss of rent when specifically insured under this Policy. In any act, suit or other proceeding where the Insurer alleges that by reason of the provisions of these exceptions any damage is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

5.5 Escalation/Inflation (if stated in the Schedule to be included)

The Sum Insured in respect of the buildings as defined in Section A of this Policy will be increased as follows:

- 5.5.1 during the period of insurance by that proportion of the percentage specified against current insurance period in Section A of the Schedule which the number of days from the inception date to date of loss bears to the period of insurance;
- 5.5.2 on the happening of a loss by a Defined Event as detailed in Section A of this Policy the Sum Insured as stated in the Schedule shall be increased by the percentage specified against "further reinstatement period".

In consideration of the foregoing, it is agreed that the Insured shall pay an additional premium as agreed.

Extensions and clauses applicable to the material damage section

The Material Damage Section is extended to include:

1. Architects' and other professional fees

The insurance under Sub-Section A includes professional fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of the property insured following damage by a Defined Event, but in no case exceeding 20% (twenty percent) of the amount payable in respect of such damage;

PROVIDED THAT:

the total amount recoverable shall not exceed the Sum Insured on the property affected. The amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the Insured's claim.

2. Breach of conditions clause

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

3. Capital Additions Clause

The insurance under this Section covers alterations, additions and improvements (but not appreciation in value in excess of the sum(s) insured) to the property for an amount not exceeding 20% (twenty percent) of the Sum Insured thereon, it being understood that the Insured undertake to advise the Insurer each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

4. Cost of demolition and removal of debris clause

Cost and expenses necessarily incurred by the Insured with the consent of the Insurer in removing debris, dismantling and/or demolishing, shoring up or propping up of the portion or portions of the property damaged, erection and maintenance of hoardings during demolition, site clearing or building operations provided that such costs and expenses shall not exceed the buildings Sum Insured.

5. Cost of removal of fallen or leaning trees

The Insurer will indemnify the Insured for the cover costs reasonably and necessarily incurred in removing trees or parts of trees from the Insured premises following loss of or damage by fire, fire fighting operations, explosion, impact by vehicles, aircraft or other aerial devices or articles dropped there from, limited to R10 000 (ten thousand rand) per event.

6. Damage to landscaped gardens

The Insurer will pay up to R25 000 (twenty five thousand rand) per event towards costs reasonably and necessarily incurred by the Insured for the replacement of trees, shrubs, lawns, plants and fixed sprinkler installations situated at the grounds of the Insured buildings stated in the Schedule;

PROVIDED THAT:

such loss or damage is caused by:

1. fire, explosion or as a result of firefighting operations;
2. any other emergency service operations;
3. impact by vehicles or aircraft or other aerial devices;
4. any deliberate or malicious acts but excluding theft or attempted theft.

7. Designation of property clause

For the purpose of determining where necessary the item or column under which any property is insured, the Insurer agrees to accept the designation under which such property has been entered in the Insured's books.

8. Discharge or leakage of fire protection systems

Notwithstanding Provision 2.6 of Defined Event 2. Special perils, this Section is extended to cover physical loss or damage to insured property directly caused by the accidental discharge or leakage from any sprinkler or drencher system, or any fire extinguishing installation or appliances up to R150 000 (one hundred and fifty thousand rand) per event.

9. Generator hire

Should any electricity reticulation installed on the Insured property, as described in the Schedule, be damaged by an insured peril specified under Sub-Section A, the Insurer will pay up to R25 000 (twenty five thousand rand) for any one loss or series of losses arising out of one event to hire a generator(s) (including power connecting cables and reticulation) in order to continue to provide electrical power to the Insured property as existed prior to such damage.

10. Geysers

Cover for loss of or damage to Geysers (as defined) the property of the Insured installed in the building(s) described in the Schedule, following sudden and unforeseen bursting and leaking is hereby included;

PROVIDED THAT:

1. the Insurer shall not be liable to pay for loss or damage:
 - 1.1 caused by, or aggravated by, wear and tear, rust, decay or gradual deterioration;
 - 1.2 caused by cracking or splitting of the unit due to wear and tear;
 - 1.3 due to faulty material or workmanship, inherent device and latent defects or faulty or defective design;
 - 1.4 recoverable in terms of manufacturer's warranty;
 - 1.5 loss or damage due to the failure or deliberate withholding of supply of water, electricity, or fuel;
2. the Insurer's liability shall not exceed the limit stated in the Schedule.

Definition of Geysers

The term 'Geysers' shall mean geysers, water tanks, water apparatus, water pipes, drip trays, pans and water heating systems.

Specific condition (Geysers)

The Geysers (as defined) must be installed in accordance with SANS specification 10254 where applicable and in accordance with the manufacturer's specifications or any other SANS specification applicable.

11. Maintenance and cleaning equipment

The insurance under this Section is extended to include cleaning and maintenance equipment owned by the Insured for the purpose of maintaining and cleaning the premises and which is kept on such premises;

PROVIDED THAT:

the Insurer's liability shall not exceed R20 000 (twenty thousand rand) per event.

12. Maintenance fees and levies

Should a unit become uninhabitable as a result of damage by an insured peril under Sub-Section A, the Insurer will pay for the maintenance fees and levies due to the Insured by the unit owner;

PROVIDED THAT:

1. the Insurer's liability shall not exceed R5 000 (five thousand rand) per unit and R100 000 (one hundred thousand rand) for all units;
2. the Insurer reserves its right of subrogation to recover the outstanding maintenance fees and levies from the relevant unit owner(s).

13. Mortgagee cancellation clause

The Insurer will not at any time cancel this Policy nor will this insurance terminate by reason of any non-payment of premium or for any other reason whatsoever unless the Insurer has given 30 (thirty) days' notice in writing to the Mortgagee of their intention to do so.

14. Mortgage Clause

- 14.1 The interest of the mortgagee(s) in this insurance shall not be prejudiced by:
- 14.1.1 any act or neglect of the owner of the Insured property or anyone acting on his or her behalf; or
 - 14.1.2 any misrepresentation or non-disclosure by the owner or anyone acting on the owner's behalf when the insurance is effected or renewed or during the currency of the insurance; or
 - 14.1.3 the alienation of the property; or
 - 14.1.4 the occupation of the property for purposes more hazardous than are permitted by the Policy,
- provided that such act, neglect, misrepresentation, non-disclosure, alienation or occupation shall have been effected without the knowledge or consent of the mortgagee(s);
- 14.2 the mortgagee(s) shall notify the Insurer as to the happening of such act, neglect, misrepresentation, non-disclosure, alienation or occupation as soon as it shall come to the knowledge of the mortgagee(s);
- 14.3 the mortgagee(s) shall, on reasonable demand, pay the additional charge for any increase in hazard hereby created, according to the established scale of rates, for the time such increased hazard, has been or shall have been, assumed by the Insurer from the date of notice thereof by the mortgagee(s) during the continuance of this insurance.

Any Compensation or other amount payable by the Insurer in terms of this section shall be payable direct to the mortgagee(s) of the property in order of preference of their bonds or the aggregate of the amounts due by the owner to the mortgagee(s) under any mortgage bonds, whichever is the lesser.

15. Motors and pumping equipment

This Section is extended to include any unforeseen and sudden physical damage to fixed filtration plant, water-pumping machinery, electronic gate motors or garage door machinery forming part of the Insured property;

PROVIDED THAT:

1. the Insurer shall not be liable to pay more than R10 000 (ten thousand rand);
2. the Insurer shall not be liable to compensate for:
 - 2.1 automatic pool cleaners;
 - 2.2 loss or damage as a result of wear and tear;
 - 2.3 wear and tear;
 - 2.4 gradual deterioration;
 - 2.5 inherent vice and latent defects;
 - 2.6 any loss or damage recoverable under warranty.

16. Municipal plans scrutiny fee clause

Municipal plans scrutiny fee, provided that the total amount recoverable under the Policy shall not exceed the Sum Insured thereby.

17. Public authorities requirements clause

Such additional cost of repairing or rebuilding the destroyed or damaged property hereby insured as may be incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Parliament or Ordinance of any Provincial, Divisional, Municipal or other Local Authority provided that:

- 17.1 The amount recoverable under this clause shall not include
- 17.1.1 The cost incurred in complying with any of the aforesaid regulations:
- 17.1.1.1 in respect of destruction or damage occurring prior to the granting of this clause;
 - 17.1.1.2 in respect of destruction or damage not insured by this Policy;
 - 17.1.1.3 Under which notice has been served upon the Insured prior to the happening of the destruction or damage;
 - 17.1.1.4 in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from this insurance) of that portion damaged.

17.1.2 The additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations not arisen.

17.1.3 The amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations.

17.2 The work of rebuilding or repair must be commenced and conducted with reasonable dispatch and may be conducted wholly or partially upon another site (if the aforesaid regulations so necessitates) subject to the liability of the Insurer under this Clause not being thereby increased.

17.3 If the liability of the Insurer under (any item of) this Section apart from the Clause shall be reduced by the application of any of the terms, exceptions and conditions of the Policy then the liability of the Insurer under this Clause (in respect of any such item) shall be reduced in like proportion.

17.4 The total amount recoverable under any item of the Schedule shall not exceed the Sum Insured thereby.

17.5 All the exceptions and conditions of the Policy except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.

18. Railway and other subrogation clause

The insured shall not be prejudiced by signing the “Transnet Cartage (Hazardous Premises) Indemnity” or other special agreement with the Transnet Administration regarding private sidings or similar agreements with other government bodies.

19. Reinstatement value conditions

In the event of buildings and/or plant machinery insured in terms of this Section being destroyed or damaged, the basis upon which the amount payable under the appropriate item(s) of this Section is to be calculated, shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the Property Insured when new subject to the following special provisions and subject also to the exceptions and conditions of the Policy except in so far as the same may be varied hereby.

Special Provisions

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner subject to the requirements of the Insured subject to the liability of the Insurer not being thereby increased) must be commenced and carried out with reasonable dispatch otherwise no payment beyond the amount which would have been payable under this insurance if this extension had not been incorporated herein shall be made.
2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Insurer shall not be liable for any payment in excess of the amount which would have been payable under this Section if this extension had not been incorporated therein.
3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the Sum Insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Section, then the Insured shall be considered as being his own Insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of this Section (if more than one) to which this extension applies shall be separately subject to this provision.
4. This memorandum shall be without force or effect if:
 - 4.1 the Insured fails to intimate to the Insurer within 6 (six) months from the date of destruction or damage or such further time as the Insurer may in writing allow, their intention to replace or reinstate the property destroyed or damaged;
 - 4.2 the Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

20. Riot and strike extension (if stated in the Schedule to be included)

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein this Section is extended to cover loss or damage directly occasioned by or through or in consequence of:

1. civil commotion, labour disturbances, riots, strikes or lockout;

2. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 1 above.

Provided that this extension does not cover:

1. Loss or damage occurring in the Republic of South Africa & Namibia.
2. Consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
3. Loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.
4. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
5. Loss or damage related to or caused by any occurrence referred to in General Exception 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 and 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Insurer alleges that by reason of provisos 1, 2, 3, 4 or 5 loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

21. Sanitary ware

Accidental damage to sanitary ware forming part of the Insured property is included up to R150 000 (one hundred and fifty thousand rand) per event.

22. Shade nets and canopies

The Insurer will pay for loss or damage to shade nets and canopies in the open which forms part of the Insured property stated in the Schedule, caused by hail, wind, snow or storm up to R50 000 (fifty thousand rand) per event;

PROVIDED THAT:

the Insured shall be deemed to be Co-Insurer on the basis stated in the table below:

Age of shade nets	% of Co-insurance	Age of shade nets	% of Co-insurance
Up to 1 (one) year	10% (ten percent)	Up to 4 (four) years	60% (sixty percent)
Up to 2 (two) years	25% (twenty five percent)	Up to 5 (five) years	80% (eighty percent)
Up to 3 (three) years	40% (forty percent)	Older than 5 (five) years	100% (one hundred percent)

23. Storage of contents

If the Insured property is damaged by an insured peril under Sub-Section A as to be rendered untenable, the Insurer will pay for the reasonable costs for temporary storage of the contents belonging to the unit owner(s) or tenant(s) who normally resides at the Insured premises, until completion of the necessary repairs or reconstruction.

The Insurer's liability under this Extension shall not exceed R20 000 (twenty thousand rand) for any one loss or series of losses arising out of one event.

24. Temporary removal clause

Except in so far as otherwise insured, the Property Insured is covered whilst temporarily removed to any other premises including transit by road, rail or inland water anywhere within Namibia, Botswana, Lesotho, Eswatini (formerly Swaziland), Zimbabwe, Malawi, Zambia and the Republic of South Africa provided that the amount payable under this Clause shall not exceed that which would have been payable had the loss occurred on the premises from which the property is temporarily removed.

25. Temporary repairs and measures after loss

The insurance under this Section is extended to include all costs and expenses incurred by the Insured in effecting such temporary repairs and by taking such temporary measures as may be reasonably necessary after loss of or damage to the Insured property by any peril hereby insured against;

PROVIDED THAT:

the liability of the Insurer for such costs and expenses shall not exceed R50 000 (fifty thousand rand) per event.

26. Tenants Clause

This insurance will not be invalidated by any act or neglect on the part of a tenant of the Insured (where the Insured owns the building) or another tenant or the owners of the building (where the Insured is a tenant) provided that the Insured will notify the Insurer as soon as such act or neglect shall come to the Insured's knowledge and will pay the appropriate premium.

27. Theft and landlord's exterior fixtures and fittings (if stated in the Schedule to be included)

The following peril is added to Section A:

Theft of exterior landlord's fixtures and fittings removed by forcible and violent means from the building, limited to the Sum Insured stated in the Schedule. If any building or part of the building insured becomes unoccupied for 30 (thirty) consecutive days, this peril is suspended as regards the unoccupied building or part of the building, unless the Insured, before the occurrence of loss or damage, obtains the written agreement of the Insurer to continue this peril. During the period of the initial unoccupancy of 30 (thirty) consecutive days the Insured shall become a co-Insurer with the Insurer and shall bear a rateable proportion of any damage equal to 20% (twenty percent) of the claim before deduction of any first amount payable.

28. Waiver of rights clause

28.1 In the event of any rights of recovery having been inadvertently waived by the Insured or by any employee of the Insured under a Contract, Agreement, Lease or other Undertaking entered into in the ordinary course of business prior to the occurrence of any damage, this insurance shall not be prejudiced thereby.

28.2 In the event of a claim arising under this Policy the Insurer agrees to waive any rights, remedies or relief to which it might become entitled by subrogation (but only in excess of the amount recovered under any Policy providing an indemnity for liability to third parties) against:

28.2.1 any Insurer standing in relation to the Insured or Holding Company to Subsidiary or Controlled Company;

28.3 In the event of a claim arising under this Policy the Insurer agrees to waive any rights, remedies or relief to which it might become entitled by subrogation (but only in excess of the amount recovered under any Policy providing an indemnity for liability to third parties) against:

28.3.1 any Company which is Subsidiary or Controlled Company of the same Holding Company of which the Insured are themselves a Subsidiary or Controlled Company; as defined in the Companies Act, 1973.

29. Watchman Clause

The Insurer will indemnify the Insured against the costs necessarily incurred and for which the Insured is legally liable for the employment of a Watchman/Security Guard to guard the premises described in the Schedule in the event of a valid claim arising under this Section. Provided always that the Insurer's liability in respect of this extension shall not exceed R5 000 (five thousand rand).

30. Water leaks/loss of water

The Insurer will indemnify the Insured for cost of water lost through leakage from pipes in any building, unit or on common property and for which the Insured is responsible to pay;

PROVIDED THAT:

1. the Insurer will only indemnify the Insured for the cost of additional water consumption in the event of a quarterly meter reading of water consumption exceeding the average of the previous four quarterly meter readings by 50% (fifty percent) or more;
2. the limit of indemnity in respect of cost of lost water shall not exceed R15 000 (fifteen thousand rand) per event;
3. it is a condition precedent to liability that the Insured shall, on discovery of a leak (by physical evidence or on receipt of abnormally high water reading indicated on the account), take immediate steps to identify and repair the affected leaking apparatus/pipes;
4. in addition, the Insurer will pay for the cost of:
 - 4.1 identifying water leaks on the premises up to R10 000 (ten thousand rand) per event;
 - 4.2 filling up swimming pools or ponds following maintenance or repairs up to R10 000 (ten thousand rand) per event;

5. the Insurer will not be liable to pay for:
 - 5.1 cost towards remedial action including repairs to affected apparatus/pipes;
 - 5.2 losses as a result of:
 - 5.2.1 leaking taps, geysers, toilet systems, swimming pools or any other water tank;
 - 5.2.2 any deliberate acts of the Insured;
 - 5.2.3 taps or taps left open after use;
 - 5.2.4 any unit left unoccupied for more than 31 (thirty one) days consecutively.

31. Wild baboons and monkeys

The Insurer will pay for loss or damage to the building(s) and outbuilding(s) including any contents contained therein, as stated in the Schedule, caused by wild baboons or monkeys. Wild baboons and monkeys will not be regarded as vermin for the purpose of this cover;

PROVIDED THAT:

the Insurer will not pay more than R20 000 (twenty thousand rand) per event.

Section B – Loss of gross rentals

Extension 5.3 Loss of Rent under the Material Damage Section is cancelled and replaced by the following:

Defined Events

1. Where the business of the Insured is that of a hotel, boarding house, bed-and-breakfast facility or similar occupation:
 Loss of rent as a result of the property insured being so damaged by any of the perils specified in Sub-Section A as to be rendered untenable (including partially untenable) but only for the period necessary for reinstatement and for an amount not exceeding 25% (twenty five percent) of the Sum Insured applicable to the affected Property. The basis of calculation shall be the rent payable by the Insured as lessee of the Property immediately preceding the damage or if the Insured is not the lessee of the Property, the rental equivalent in rental value that they should have received as lessor for leasing all of the Property to a single legal entity.
2. Where the business of the Insured is other than as stated in 1. above:
 Loss of rent as a result of the property insured being so damaged by any of the perils specified in Sub-Section A as to be rendered untenable (including partially untenable) but only for the period necessary for reinstatement and for an amount not exceeding 25% (twenty five percent) of the Sum Insured on the affected Property. The basis of calculation shall be the rent payable immediately preceding the damage or its equivalent in rental value.

 Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

Optional extensions

Prevention of access (extension to Sub-Section B)

If property within a 10km (ten kilometre) radius of the premises stated in the Schedule is lost or damaged by a peril defined in Sub-Section A during the period of insurance and this prevents or hinders the use of or access to the property insured by this Section, the Insurer will pay any loss of rent the Insured may incur as a result thereof up to an amount not exceeding loss of rent limit as stated in the Schedule.

Section C – Property owners liability

Defined Events

Damages for which the Insured shall become legally liable to pay consequent upon accidental death of or bodily injury to or illness of any person (hereinafter termed 'Injury') or accidental loss of or physical damage to tangible property (hereinafter termed 'Damage') occurring during the period of insurance in, on or about the property insured and arising from the Insured's ownership thereof.

Specific Exceptions (applicable to Sub-Section C)

The Insurer will not indemnify the Insured under this Sub-Section in respect of:

1. Injury or Damage sustained by:
 - 1.1 any member of the same household or family as the Insured;
 - 1.2 any person employed by the Insured under a contract of service or apprenticeship and arising directly from and in the course of such employment by the Insured;
 - 1.3 any other person resulting from the ownership of or use by or on behalf of the Insured of mechanically-propelled vehicles (except pedal cycles and lawnmowers);
2. Damage to property:
 - 2.1 Belonging to the Insured;
 - 2.2 In the custody or control of the Insured;
 - 2.3 caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure;
3. liability assumed by agreement unless liability would have attached to the Insured notwithstanding such agreement;
4.
 - 4.1 liability in respect of Injury, Damage or loss of use of property directly or indirectly caused by seepage, pollution or contamination provided always that this Exception shall not apply where such seepage, pollution or contamination caused by a sudden, unintended and unforeseen occurrence;
 - 4.2 the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence.

This Exception shall not extend the Policy to cover any liability which would not have been insured under this Policy in the absence of this Exception;
5. fines, penalties, punitive, exemplary or vindictive damages;
6.
 - 6.1 damages in respect of judgments delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and the Kingdom of Eswatini (formerly Swaziland);
 - 6.2 costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the area described in 6.1 above.

Memoranda (applicable to Sub-Section C)

1. Where more than one Insured is named in the Schedule the Insurer will indemnify each Insured separately and not jointly and any liability arising between such Insured shall be treated as though separate policies had been issued to each;
 PROVIDED THAT:
 the aggregate liability of the Insurer shall not exceed the limit of indemnity stated under this Sub-Section or in the Schedule.
2. Provided that the aggregate liability of the Insurer is not increased beyond the limit of indemnity stated, the Insurer will also indemnify as though a separate Policy had been issued to each:
 - 2.1 in the event of the death of the Insured, any personal representative of the Insured in respect of liability incurred by the Insured;
 - 2.2 any partner or director or member or employee of the Insured (if the Insured so requests) against any claim for which the Insured is entitled to indemnity under this insurance.
3. In respect of this Sub-Section only, General Exception 1. War, riot and terrorism is deleted and replaced by the following: "This Sub-Section does not cover injury, damage or liability directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power".
4. If, at the time of any event giving rise to a claim under this Sub-Section, indemnity is also provided under any other insurance, this Sub-Section shall not be drawn into contribution with such other insurance except in respect of any excess over and above the amount payable by such other insurance.

5. Notwithstanding Specific Exception 3, the Insurer will indemnify the Insured if a garden services firm is engaged under contract in the maintenance of the garden at the premises stated in the Schedule and is legally liable for the acts or omissions of the employees of the garden services in the course of their employment at these premises.

Limit of indemnity (applicable to Sub-Section C)

The amount payable inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants and other costs and expenses incurred with the Insurer's consent for any one event or series of events with one original cause or source shall not exceed R5 000 000 (five million rand) unless otherwise stated in the Schedule.

Section D – Glass Section (accidental breakage cover – if stated in the Schedule to be included)

1. Property Insured

All external and internal glass including signwriting, treatment and ornamentation, frames and fittings for which the Insured is legally liable.

2. Sum Insured

As stated in the Schedule.

3. Defined Events

In the event of breakage, the Insurer will pay the cost of:

- 3.1 the repair or replacement of:
 - 3.1.1 glass or other property described in the Schedule;
 - 3.1.2 resultant damage to fixtures and fittings. Salvage shall be the property of the Insurer.
- 3.2 boarding-up or other protection of the Premises pending replacement of the glass.

4. Limits of indemnity

- 4.1 Glass and other property Value shown in Schedule.
- 4.2 The cost of temporary security in order to protect the premises following a loss of R5 000 (five thousand rand) for any one event.
- 4.3 Window displays R5 000 (five thousand rand) for any one event.
- 4.4 Boarding-up R5 000 (five thousand rand) for any one event.

5. Extensions

- 5.1 Riot and Strike Extension (only applicable where insured is a tenant and not as owner) (if stated in the schedule to be included)

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein this Section is extended to cover loss or damage directly occasioned by or through or in consequence of:

- 5.1.1 civil commotion, labour disturbances, riots, strikes or lockout;
- 5.1.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 5.1.1 above.

Provided that this extension does not cover:

1. Loss or damage occurring in the Republic of South Africa & Namibia.
2. Consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
3. Loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.
4. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

5. Loss or damage related to or caused by any occurrence referred to in General Exception 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 and 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Insurer alleges that by reason of provisos 1, 2, 3, 4 or 5 loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

6. Special Exception

The Insurer will not be liable for:

6.1 Defective Glass

Glass or other property insured which was defective before the breakage.

6.2 Fire, Flood, etc.

Fire, Explosion, Storm, Sonic Boom, Flood, Volcanic Eruption or other convulsion of nature.

6.3 Work on Frames

The acts or operations of workmen engaged in the construction or alteration of or repair to the frames containing glass or other Property Insured.

OFFICE CONTENTS

Defined Events

1. Loss of or damage to the contents (other than documents as defined in sub-section C if insured thereunder and electronic data processing equipment) including landlord's fixtures and fittings the property of the Insured or for which they are responsible and, unless otherwise stated in the Schedule, to the extent that the same is not otherwise insured, property owned by any partner or director or employee of the Insured up to an amount of R20 000 (twenty thousand rand) per person while contained in the offices and/or consulting rooms situated as stated in the Schedule (hereinafter called the office premises) by any of the perils specified in sub-section A.
2. Loss of or damage to the whole or part of the property insured under item C and defined in sub-section C and the consequences thereof insured under item D and as described in sub-section D.
3. Loss and/or expenditure described in sub-sections B and E.

Definition

Contents

shall mean:

1. all contents contained in the office and/or consulting room situated as described in the Schedule but excluding documents as defined in Sub-Section C;
2. landlord's fixtures and fittings, the property of the Insured or for which they are legally responsible;
3. property owned by any partner or director or employee of the Insured, in so far as such property is not otherwise insured, up to R20 000 (twenty thousand rand) in the case of any one person and R40 000 (forty thousand rand) any one event.

Sub-Section A - Contents

1. fire;
2. lightning and thunderbolt;
3. subterranean fire;
4. explosion;
5. earthquake (whether arising from mining operations or otherwise), volcanic eruption or other convulsion;
6. special perils:
 - 6.1 storm, wind, water, hail or snow but excluding damage to property:
 - 6.1.1 arising from it undergoing any process necessarily involving the use or application of water;
 - 6.1.2 caused by tidal wave originating from earthquake;
 - 6.1.3 in the open (other than buildings, structures and plant designed to exist or operate in the open) unless specifically insured as a separate item in the Schedule;
 - 6.1.4 in any structure not completely roofed unless specifically insured as a separate item in the Schedule;
 - 6.2 aircraft and other aerial devices or articles dropped therefrom;
 - 6.3 impact by rocks and boulders (other than meteorites, asteroids or similar bodies entering the earth's atmosphere), animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles;
 - 6.4 Accidental breakage of mirror glass, plate glass tops to furniture or fixed glass forming part of any article of furniture;

PROVIDED THAT:

this Defined Event (special perils) does not cover:

1. wear and tear or gradual deterioration;
2. damage caused or aggravated by:
 - 2.1 leakage or discharge from any sprinkler or drencher system in the buildings insured hereby;

- 2.2 subsidence or landslip;
- 2.3 the Insured's failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimisation of any damage;
- 2.4 mildew, damp, rising damp, rust, corrosion or rot.

Limitations Clause

The Insurer's liability under this sub-section is restricted in respect of documents, manuscripts, business books, plans, designs, patterns, models and moulds to the value of materials and sums expended in labour.

Specific Condition

Average (not applicable to peril 6 above or to the theft or the theft by forcible entry extensions)

If the property insured is, at the commencement of any loss or damage to such property by any peril insured against, collectively of greater value than the Sum Insured thereon, the Insured shall be considered as being their own Insurer for the difference and shall bear a rateable share of the loss or damage accordingly. Each item of the Schedule covering such property shall be separately subject to this condition.

First Loss Average (if stated in the Schedule to be included)

In respect of the theft or theft by forcible entry extensions only, if, at the time of any loss or damage arising, the total value of the property insured does not exceed the sums stated in the Schedule then this insurance shall be declared free of average, but if the total value of the property insured shall be greater than the aforementioned sums, the Insured shall be considered as being their own Insurer for the difference and the Insurer shall be liable only for such proportion of the first loss Sum Insured as the aforementioned sums shall bear to the total value not exceeding in all the total Sum Insured by each item.

Specific Exception (applicable to sub-section A)

This sub-section does not cover:

1. property outside the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi and Mozambique;
2. designs, patterns, models or moulds (except to the extent that the said articles are insured in terms of Sub-Section A), stock in trade, samples, motor vehicles and motor vehicle accessories, money, securities, stamps, jewellery or precious stones;
3. any solar power system or any component(s) thereof;
4. electronic data and processing equipment of any description unless otherwise stated on the Schedule of insurance;
5. computers and all related hardware and peripherals unless otherwise stated on the Schedule of insurance;
6. information or data stored in or on any of the equipment defined in 4. and 5. above or more specifically insurable under the Electronic Equipment Section of the Policy;
7. copier machines and scanners forming part of a data system or network;
8. damage to property in the underground workings of any mine.

Sub-section B - Rent

Loss of rent actually incurred by the Insured in consequence of the office premises or portion thereof being so, damaged by any of the perils specified in sub-section A as to be rendered uninhabitable, but only in respect of the period necessary for reinstatement. The indemnity under this sub-section shall not exceed 25% (twenty five percent) of the Sum Insured or value (whichever is the lower) of all contents of the office premises affected.

For the purpose of this sub-section, the term "office premises" shall be deemed to extend to any premises or portion thereof in the vicinity of the office premises, damage to which prevents or limits access to the office premises.

Sub-section C - Documents

Loss of or damage to documents normally kept at the office premises by any peril not specifically excluded.

Definition

The term **documents** shall mean:

1. films, tapes, addressograph plates, books, records, maps, plans, drawings, abstracts, deeds, wills, mortgages, agreements, manuscripts, letters, certificates, documents and similar written, printed or otherwise inscribed papers and documents used by the Insured in the business and owned by them or for which they are responsible, excluding money, current postage or revenue stamps, cancelled and uncanceled coupons, securities, bearer bonds, drafts and any written order to pay a sum certain in money and any written evidence of indebtedness or obligation and all property carried or held as samples or for sale or for delivery after sale;
2. computer software and computer data carrying media unless otherwise stated in the Schedule;
3. all of the types of documents described above that are in electronic format;

PROVIDED THAT:

duplicate records of such documents are maintained away from the Insured premises described in the Schedule.

Limitations clause

The Insurer's liability under this sub-section is limited to all costs, charges and expenses incurred by the Insured in replacing or restoring such documents.

Specific Exception (applicable to sub-section C)

This sub-section does not cover:

1. loss or damage caused by:
 - 1.1 electric or electronic or magnetic injury, disturbance or erasure of electronic or magnetic recordings except by lightning;
 - 1.2 vermin or inherent defect or by processing, copying or other work upon the documents;
 - 1.3 the dishonesty of any principal, partner or director of the Insured whether acting alone or in collusion with others. This exception shall not apply to any director who is also an employee of the Insured and whom the Insured has the right at all times to govern, control and direct in the performance of his work in the service of the Insured and in the course of the business;
2. gradual deterioration or wear and tear;
3. costs involved in reshooting films and videos and rerecording audio tapes.

Sub-section D – Legal liability documents

Legal liability as a direct consequence of loss of or damage to documents as defined in sub-section C and in respect of which payment, reinstatement or repair has been made or liability admitted by the Insurer under sub-section C unless such payment, reinstatement, repair or liability has not been made or admitted solely because the Insured is required to bear the first portion of the loss.

Specific Exception (applicable to sub-section D)

This sub-section does not cover liability assumed by the Insured under any contract, undertaking or agreement where such liability would not have attached to the Insured in the absence of such contract, undertaking or agreement.

Sub-section E – Increase in cost of working

Any additional expenditure not otherwise provided for in this section reasonably incurred by the Insured for the purposes of maintaining the normal operation of the business in consequence of loss or damage in respect of which payment, reinstatement or repair has been made or liability therefore admitted by the Insurer under sub-sections A or C.

The indemnity under this sub-section shall not exceed 25% (twenty five percent) of the Sum Insured on all contents of the office premises affected.

Clauses and extensions

Alterations and misdescription clause

The insurance under this section shall not be prejudiced by any alteration or misdescription of occupancy whether due to the transfer of processes or machinery or by virtue of structural alterations, repairs to buildings, machinery or plant, provided that notice is given to the Insurer as soon as practicable after such event and the Insured agrees to pay additional premium if required.

Capital additions clause

The insurance under this section covers alterations, additions and improvements (but not appreciation in value in excess of the sums insured) to the property for an amount not exceeding 20% (twenty percent) of the Sum Insured thereon, it being understood that the Insured undertakes to advise the Insurer each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

Discharge or leakage of fire protection systems

Notwithstanding Provision 2.1 of Defined Event 6. Special perils, this Section is extended to cover physical loss or damage to insured property directly caused by the accidental discharge or leakage from any sprinkler or drencher system, or any fire extinguishing installation or appliances up to R100 000 (one hundred thousand rand) per event.

Malicious damage extension

Subject otherwise to the terms, conditions, exceptions and warranties contained therein, sub-sections A, B and C are extended to cover damage directly occasioned by or through or in consequence of the deliberate or willful or wanton act of any person committed with the intention of causing such damage, other than damage to:

1. moveable property which is:
 - 1.1 stolen;
 - 1.2 damaged in an attempt to remove it or part of it from any premises owned or occupied by the Insured;
2. moveable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by the Insured;
3. immovable property owned or occupied by the Insured occasioned by or through or in consequence of:
 - 3.1 the removal or partial removal or any attempt thereof;
 - 3.2 the demolition or partial demolition or any attempt thereof of the said immovable property or any part thereof with the intention of stealing any part thereof provided that this extension does not cover:
 - 3.2.1 damage related to or caused by fire or explosion;
 - 3.2.2 consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured;
 - 3.2.3 damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
 - 3.2.4 damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
 - 3.2.5 damage related to or caused by any occurrence referred to in general exception 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 and 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Insurer alleges that, by reason of provisos 3.2.1, 3.2.2, 3.2.3, 3.2.4 or 3.2.5, loss or damage is not covered by this section, the burden of proving the contrary shall rest on the Insured.

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

During the period of the initial unoccupancy of 30 (thirty) consecutive days, the Insured shall become a co-Insurer with the Insurer and shall bear a proportion of any damage equal to 20% (twenty percent) of the claim before deduction of any first amount payable.

New and additional premises clause

If the Insured occupies offices or consulting rooms other than those situated as stated in the Schedule in the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini (formerly Swaziland), Zimbabwe and Malawi, the insurance by this section shall apply as though such offices or consulting rooms were office premises within the meaning of this section provided that:

1. the Insured shall, within a reasonable time of taking occupation, advise the Insurer thereof and pay additional premium calculated pro-rata from the time of taking occupation until the end of the then current period of insurance;
2. this clause shall not apply to any loss if and so far as the same is otherwise insured.

Removal of debris clause

The insurance under this section is extended to include such reasonable costs and expenses as may be necessarily incurred by the Insured in respect of the removal of debris following loss of or damage to the Insured property by any peril hereby insured against, provided that the liability of the Insurer for such loss or damage and costs and expenses shall not exceed the Sum Insured stated in the Schedule to be insured on the property affected.

The Insurer will not pay for any costs or expenses:

1. incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site;
2. arising from pollution or contamination of property not insured by this Policy/section.

Replacement value condition

The basis upon which the amount payable for a claim in respect of contents is calculated shall be either the replacement of the contents by similar property in a condition equal to but not better or more extensive than its condition when new

or

the repair of the contents to a condition substantially the same as but not better than its condition when new provided that if, at the time of replacement or repair, the sum representing the cost which would have been incurred in replacement if the whole of the contents had been lost, destroyed or damaged beyond repair exceeds the Sum Insured thereon at the time of the loss or damage, then the Insured shall be considered as being their own Insurer for the difference and shall bear a rateable proportion of the loss accordingly.

Riot and strike extension (if stated in the Schedule to be included)

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein this Section is extended to cover loss or damage directly occasioned by or through or in consequence of:

1. civil commotion, labour disturbances, riots, strikes or lockout;
2. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 1 above.

Provided that this extension does not cover:

1. Loss or damage occurring in the Republic of South Africa & Namibia.
2. Consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
3. Loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.
4. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
5. Loss or damage related to or caused by any occurrence referred to in General Exception 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 and 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Insurer alleges that by reason of provisos 1, 2, 3, 4 or 5 loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

Sanitary ware and fixed glass

Accidental damage to sanitary ware and fixed glass forming part of the Insured property is included up to R150 000 (one hundred and fifty thousand rand) per event, if as a tenant the Insured is contractually liable to repair.

Temporary removal clause

Except in so far as it is otherwise insured, landlord's fixtures and fittings covered whilst temporarily removed elsewhere on the premises stated in the Schedule or to any other premises including transit by road, rail or inland waterway anywhere within the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Mozambique and Malawi;

PROVIDED THAT:

1. unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, the liability of the Insurer shall not exceed 25% (twenty five percent) of the Sum Insured applicable to any item;
2. the amount payable under this Clause shall not exceed the amount that would have been payable had the loss occurred on the part of the premises from which the property is temporarily removed.

Temporary repairs and measures after loss clause

The insurance under this Section is extended to include all costs and expenses incurred by the Insured in effecting such temporary repairs and by taking such temporary measures as may be reasonably necessary after loss of or damage to the Insured property by any peril hereby insured against;

PROVIDED THAT:

the Insurer's liability for such costs and expenses shall not exceed R50 000 (fifty thousand rand) per event.

Tenants clause

The Insurer's liability to the Insured shall not be affected by any act or omission on the part of any owner of a building or any tenant (other than the Insured) without the Insured's knowledge. The Insured shall, however, inform the Insurer as soon as any such act or omission which is a contravention of any of the terms, exceptions or conditions of this section comes to their knowledge and will be responsible for any additional premium payable from the date any increased hazard shall be assumed by the Insurer.

Theft by forcible entry extension (if stated in the Schedule to be included)

The following peril is added to the perils applicable to sub-section A contents:

1. Theft accompanied by forcible and violent entry into or exit from the offices and/or consulting rooms or any attempt thereat or as a result of theft (or any attempt thereat) following violence or threat of violence provided that:
 - 1.1 the Insurer will not be liable under this extension for theft or attempted theft by any principal, partner, director or employee of the Insured;
 - 1.2 the amount payable will be reduced by the first amount payable shown in the Schedule for this extension;
 - 1.3 the maximum amount payable will not exceed the Sum Insured shown in the Schedule for this extension less its first amount payable.

Theft extension (if stated in the Schedule to be included)

The following peril is added to the perils applicable to sub-section A contents:

1. Theft or any attempt thereat other than by any principal, partner, director or employee of the Insured provided that:
 - 1.1 the amount payable will be reduced by the first amount payable shown in the Schedule for this extension;
 - 1.2 the maximum amount payable will not exceed the Sum Insured shown in the Schedule for this extension less its first amount payable.

Wild baboons and monkeys

The Insurer will pay for loss or damage to the contents of the building(s) and outbuilding(s) stated in the Schedule caused by wild baboons or monkeys. Wild baboons and monkeys will not be regarded as vermin for the purpose of this cover;

PROVIDED THAT:

the Insurer will not pay more than R20 000 (twenty thousand rand) per event.

Specific Condition (applicable to Sub-Section A)

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

It is a condition precedent to the liability of the Insurer that a burglar alarm system will be installed in all premises stated in the Schedule and it is warranted that:

1. the burglar alarm installed in the premises shall be fully activated whenever the premises is/are not open for normal business unless any principal, partner, director or employee is in the premises;
2. the insurance shall not cover loss of or damage to property following the use of keys, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to the Insured unless such keys, keypad code or remote control were obtained by theft.

Unless specifically stated to the contrary, all premises shall be protected by such alarm, and it is further warranted that:

1. the contract for any burglar alarm services shall include services of a 24-hour (twenty four hour) armed response unit;
2. the control panel shall have an event log and the arming and disarming of the alarm shall be logged and after the occurrence of a claim the Insurer will be entitled to request full information of the relevant log;
3. such alarm will be maintained in proper working order, but the Insured shall be deemed to have discharged their liability if they have maintained their obligations under a maintenance contract with the installation/service company of the alarm system;

PROVIDED THAT:

cover will continue to be applicable whilst the alarm system is not operative due to a failure of the public supply of electricity at the terminal ends of the supply authority's service feeders and that such failure is not due to any act or omission of the Insured.

Lightning or power surge

1. It is a condition of cover that the Insured property must be protected by any SANS (South African National Standard) approved surge arrestors installed on all data lines, power supplies or electronic distribution boards on the Insured premises and installation must comply with all SANS requirements.
2. the installation of any surge protection device that complies with SANS/IEC 61643-11 low voltage surge protection standards in the main electrical distribution board feeding the equipment;
 - 2.1 the device must:
 - 2.1.1 be a 40 kA (8/20) Class 2;
 - 2.1.2 be wired in terms of SANS 10142-1 Connection type 2;
 - 2.1.3 have mechanical fault indication;
 - 2.2 installation by a registered electrician who must provide either of the following:
 - 2.2.1 an Electrical Certificate of Compliance (CoC) for the installation;
 - 2.2.2 proof of installation stating the adherence to the required electrical standards and regulations at the time that the device was installed.

Should Conditions 1 and 2 above (where applicable) not be complied with, the Insured shall be responsible for the excess/first amount payable stated in the Schedule.

Power surge is defined as a temporary fluctuation in the current or voltage of an electrical circuit which was not caused by a direct lightning strike.

Memorandum

In respect of sub-section D only, General exception 1 is deleted and replaced by the following:

This sub-section does not cover loss, damage, liability or expenditure directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

BUSINESS INTERRUPTION

Defined Events

Loss following interruption of or interference with the business in consequence of damage occurring during the period of insurance at the premises in respect of which payment has been made or liability admitted under:

1. the fire section of this Policy;
2. the buildings combined section of this Policy;
3. the office contents section of this Policy;
4. any other material damage insurance covering the interest of the Insured,

but only in respect of perils insured under the fire section hereof (hereinafter termed Damage).

Liability shall be deemed to have been admitted if such payment is precluded solely because the Insured is required to bear the first portion of the loss.

The Insurer will indemnify the Insured in accordance with the provisions of the specification hereinafter set out.

Specific conditions

1. The insurance under this section shall cease if the business is wound up or continued by a liquidator or judicial manager or is permanently discontinued, except with the written agreement of the Insurer.
2. On the happening of any Damage in consequence of which a claim may be made under this section, the Insured shall, in addition to complying with general conditions 6 and 7, with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this section shall, not later than 30 (thirty) days after the expiry of the indemnity period, or within such further time as the Insurer may in writing allow, at their own expense deliver to the Insurer in writing a statement setting forth particulars of their claim together with details of all other insurance covering the loss or any part of it or consequential loss of any kind resulting therefrom. No claim under this section shall be payable unless the terms of this specific condition have been complied with and, in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Insurer forthwith.
3. No claim under this Section shall be payable unless the terms of these Specific Conditions have been complied with and, in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Insurer forthwith.

Item 1 – Gross profit (difference basis)

The insurance under this item is limited to loss of gross profit due to:

1. reduction in turnover, and
2. increase in cost of working,

and the amount payable as indemnity hereunder shall be:

1. in respect of reduction in turnover the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall, in consequence of the Damage, fall short of the standard turnover;
2. in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which, but for that expenditure, would have taken place during the indemnity period in consequence of the Damage, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of gross profit as may cease or be reduced in consequence of the Damage, provided that the amount payable shall be proportionately reduced if the Sum Insured in respect of gross profit is less than the sum produced by applying the rate of gross profit to the annual turnover where the maximum indemnity period is 12 (twelve) months or less, or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 (twelve) months.

Item 1 – Gross profit (additions basis)

The insurance under this item is limited to loss of gross profit due to:

1. reduction in turnover, and
2. increase in cost of working,

and the amount payable as indemnity hereunder shall be:

1. in respect of reduction in turnover the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall, in consequence of the Damage, fall short of the standard turnover;
2. in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which, but for that expenditure, would have taken place during the indemnity period in consequence of the Damage, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided less any sum saved during the indemnity period in respect of such of the Insured standing charges as may cease or be reduced in consequence of the Damage, provided that the amount payable shall be proportionately reduced if the Sum Insured in respect of gross profit is less than the sum produced by applying the rate of gross profit to the annual turnover where the maximum indemnity period is 12 (twelve) months or less, or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 (twelve) months.

Memorandum

If any standing charges of the business are not insured under this section, then in computing the amount recoverable hereunder as increase in cost of working, that proportion only of the additional expenditure shall be brought into account which the sum of the net profit and the Insured standing charges bears to the sum of the net profit and all the standing charges.

Item 2 – Gross rentals

The insurance under this item is limited to:

1. loss of gross rentals, and
2. increase in cost of working,

and the amount payable as indemnity hereunder shall be:

1. in respect of loss of gross rentals, the amount by which the gross rentals during the indemnity period shall in consequence of the Damage falls short of the standard gross rentals;
2. in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of gross rentals which, but for that expenditure, would have taken place during the indemnity period in consequence of the Damage, but not exceeding the amount of the loss of gross rentals thereby avoided less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of gross rentals as may cease or be reduced in consequence of the Damage, provided that the amount payable shall be proportionately reduced if the Sum Insured in respect of gross rentals is less than the annual gross rentals where the maximum indemnity period is 12 (twelve) months or less, or the appropriate multiple of the annual gross rentals where the maximum indemnity period exceeds 12 (twelve) months.

Item 3 – Revenue

The insurance under this item is limited to:

1. loss of revenue, and
2. increase in cost of working,

and the amount payable as indemnity hereunder shall be:

1. in respect of loss of revenue, the amount by which the revenue during the indemnity period shall, in consequence of the Damage, fall short of the standard revenue;
2. in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of revenue which, but for that expenditure, would have taken place during the indemnity period in consequence of the Damage, but not exceeding the amount of loss of revenue

thereby avoided less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of revenue as may cease or be reduced in consequence of the Damage, provided that the amount payable shall be proportionately reduced if the Sum Insured in respect of revenue is less than the annual revenue where the maximum indemnity period is 12 (twelve) months or less, or the appropriate multiple of the annual revenue where the maximum indemnity period exceeds 12 (twelve) months.

Item 4 – Additional increase in cost of working

The insurance under this item is limited to reasonable additional expenditure (not recoverable under other items) incurred with the consent of the Insurer during the indemnity period in consequence of the Damage for the purpose of maintaining the normal operation of the business.

Item 5 – Wages (number of weeks basis)

The insurance under this item is limited to the loss incurred by the Insured by the payment of wages for a period beginning with the occurrence of the Damage and ending not later thereafter than the specified number of weeks.

The amount payable as indemnity under this item will be the actual amount which the Insured shall pay as wages for such period to employees whose services cannot, in consequence of the Damage, be utilised by the Insured at all and an equitable part of the wages paid for such period to employees whose services cannot, in consequence of the Damage, be utilised by the Insured to the full provided that if the Sum Insured by this item is less than the aggregate amount of the wages that would have been paid during the specified number of weeks immediately following the Damage had the Damage not occurred, the amount payable will be proportionately reduced.

Item 6 – Fines and penalties for breach of contract

The insurance under this item is limited to fines or penalties for breach of contract and the amount payable as indemnity hereunder shall be such sum as the Insured shall be legally liable to pay and shall pay in discharge of fines or penalties incurred solely in consequence of Damage for non-completion or late completion of orders.

Definitions

Indemnity period	The period beginning with the commencement of the Damage and ending not later than the number of months thereafter stated in the Schedule during which the results of the business shall be affected in consequence of the Damage.
Turnover	The money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the business at the premises.
Revenue	The money paid or payable to the Insured for goods sold and for services rendered in the course of the business at the premises.
Gross rentals	The money paid or payable to the Insured by tenants in respect of rental of the premises and for services rendered.
Gross profit (difference basis)	The amount by which: - the sum of the turnover and the amount of the closing stock shall exceed; - the sum of the amount of the opening stock and the amount of the uninsured costs. The amount of the opening and closing stocks shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.
Uninsured costs	As specified in the Schedule (the words and expressions used shall have the meaning usually attached to them in the books and accounts of the Insured).
Gross profit (additions basis)	The sum produced by adding to the net profit the amount of the Insured standing charges or, if there is no net profit, the amount of the Insured standing charges less such proportion of any net trading loss as the amount of the Insured standing charges bears to all the standing charges of the business.

Net profit	The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the business of the Insured at the premises after due provision has been made for all standing and other charges including depreciation, but before the deduction of any taxation chargeable on profits.
Insured standing charges	As specified in the Schedule (the words and expressions used shall have the meaning usually given to them in the books of account of the Insured).
Standard turnover <i>Standard revenue</i> Standard gross rentals The turnover (revenue) (gross rentals) during that period in the 12 months immediately before the date of the Damage which corresponds with the indemnity period Annual turnover <i>Annual revenue</i> Annual gross rentals The turnover (revenue) (gross rentals) during the 12 months immediately before the date of the Damage Rate of gross profit The rate of gross profit earned on the turnover during the financial year immediately before the date of the Damage	to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations or other circumstances affecting the business either before or after the Damage or which would have affected the business had the damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage. Note: If the Damage occurs before the completion of the first year's trading of the business at the premises, the value of bracketed terms shall be calculated by Using values proportionate to the results obtained during the period between the commencement of the business and the date of damage.

Memorandum

If, during the indemnity period, goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on their behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the turnover, revenue or gross rentals during the indemnity period.

Extensions and clauses

Accountants clause

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Insurer under this section for the purpose of investigating or verifying any claim hereunder, may be produced and certified by the Insured's auditors or professional accountants, and their certificate shall be prima facie evidence of the particulars and details to which it relates.

Accumulated stocks clause

In adjusting any loss, account shall be taken and an equitable allowance made if any shortage in turnover or revenue due to the Damage is postponed by reason of the turnover or revenue being temporarily maintained from accumulated stocks.

Departmental clause

If the business is conducted in departments or branches, the independent trading results of which are ascertainable, the provisions under items 1 (gross profit), 2 (gross rentals) or 3 (revenue) relating to reduction in turnover/gross rentals/revenue and increase in cost of working, shall apply separately to each department or branch affected by the Damage, except that if the Sum Insured by the relative item is less than the aggregate of the (annual gross rentals) (annual revenue) (sums produced by applying the rate of gross profit) for each department or branch, whether or not affected by the Damage, (to the relative annual turnover thereof) (proportionately increased if the number of months referred to in the definition of indemnity period exceeds 12 (twelve)), the amount payable shall be proportionately reduced.

Output (alternative basis) clause

At the option of the Insured, the term output may be substituted for the term turnover and, for the purposes of this section, output shall mean the sale or transfer value, as shown in the Insured's books, of goods manufactured or processed by the Insured at the premises provided that:

1. only the meaning of output or the meaning of turnover shall be operative in connection with any one event resulting in interruption;
2. if the meaning of output be used:
 - 2.1 the accumulated stocks clause shall be inoperative;
 - 2.2 the memorandum at the end of the definitions shall read.

If, during the indemnity period, goods shall be manufactured or processed other than at the premises for the benefit of the business either by the Insured or by others on behalf of the Insured, the sale or transfer of such goods shall be brought into account in arriving at the output during the indemnity period.

Salvage sale clause

If the Insured shall hold a salvage sale during the indemnity period clause (a) of item 1 (gross profit) shall, for the purposes of such claim, read as follows:

1. in respect of reduction in turnover the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period (less the turnover for the period of the salvage sale) shall, in consequence of the Damage, fall short of the standard turnover, from which sum shall be deducted the gross profit actually earned during the period of the salvage sale.

Optional Extensions and clauses

The geographical limits applicable to the Extensions to other premises noted are confined to the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi and Mozambique.

Loss as insured by this Section resulting from interruption of or interference with the business in consequence of physical Damage (as per the Business Interruption Defined Events) at the following situations shall be deemed to be loss resulting from Damage to property used by the Insured at the premises:

Accidental damage (if stated in the Schedule to be included)

The following Defined Event is added:

"Loss following interruption or interference with the business in consequence of damage occurring during the period of insurance at the premises in respect of which payment has been made or liability admitted under Defined Event (i) of the Accidental damage section of this Policy (hereinafter termed Damage) provided that:

1. the provision under any item of this section that the payment will be reduced proportionately if the amount insured by the item is not adequate, is deleted in respect of this Defined Event;
2. the Insurer shall not pay more than the Sum Insured stated in the Schedule of the Accidental damage section for both this section and the Accidental damage section combined."

Deposit premium clause

In consideration of the premium by items 1, 2 or 3 being provisional in that it is calculated on 75% (seventy five percent) of the Sum Insured, the premium is subject to adjustment on expiry of each period of insurance as follows. In the event of the gross profit/gross rentals/revenue earned (increased proportionately if the number of months referred to in the definition of indemnity period exceeds twelve) during the financial year most nearly concurrent with any period of insurance being less or greater than 75% (seventy five) of the Sum Insured thereon, a pro rata return or additional premium not exceeding 33% (thirty three percent) of the provisional premium paid for such period of insurance will be made in respect of the difference.

In the event of a claim being made under this section, the amount paid or payable thereon shall be regarded as actually earned.

Extensions to other premises

Loss as insured by this section resulting from interruption of or interference with the business in consequence of Damage (as defined herein) at the undernoted situations or to property as undernoted shall be deemed to be loss resulting from Damage to property used by the Insured at the premises.

1. Specified suppliers/sub-contractors (if stated in the Schedule to be included)

The premises of the direct suppliers and sub-contractors specified in the Schedule;

PROVIDED THAT:

the Insurer's liability for each and every event shall not exceed:

1. 25% (twenty five percent), or the percentage stated in the Schedule, of the Gross profit Sum Insured towards any and all specified supplier(s)/sub-contractor(s); or
2. the Sum Insured stated in the Schedule;

whichever is the lesser.

2. Specified Customers (if stated in the Schedule to be included)

The premises of the direct customers specified in the Schedule;

PROVIDED THAT:

the Insurer's liability for each and every event shall not exceed:

1. 25% (twenty five percent), or the percentage stated in the Schedule, of the Gross profit Sum Insured towards any and all specified customer(s); or
2. the Sum Insured stated in the Schedule;

whichever is the lesser.

3. Unspecified suppliers (if stated in the Schedule to be included)

The premises of any other of the Insured's direct suppliers, manufacturers or processors of components, goods or materials, but excluding the premises of any public supply undertaking from which the Insured obtains electricity, gas or water;

PROVIDED THAT:

the Insurer's liability for each and every event shall not exceed:

1. 10% (ten percent), or the percentage stated in the Schedule, of the Gross profit Sum Insured towards any and all unspecified supplier(s); or
2. the Sum Insured stated in the Schedule;

whichever is the lesser

4. Contract sites

Any situation not occupied by the Insured where the Insured is conducting a contract.

5. Storage, transit and vehicle

Property of the Insured whilst stored or whilst in transit by air, road, rail or inland waterway or being motor vehicles of the Insured elsewhere than at premises occupied by the Insured.

6. Prevention of access

Property within a 10km (ten kilometre) radius of the Insured's premises, destruction of or damage to which shall prevent or hinder the use of the premises or access thereto, whether the premises or property of the Insured therein shall be damaged or not.

7. Prevention of access – extended cover (if stated in the Schedule to be included)

Property within a 10km (ten kilometre) radius of the Insured premises, physical destruction of or physical Damage to which shall prevent or hinder the use of the Insured premises or access thereto, whether the premises or property of the Insured therein shall be damaged or not;

PROVIDED THAT:

the Insurer's liability for each and every event shall not exceed:

1. 75% (seventy five percent) of the Gross profit, Gross rentals or Revenue Sum Insured; or
2. R20 000 000 (twenty million rand); or
3. the Sum Insured stated in the Schedule;

whichever is the lesser.

For the purpose of this Extension only, "insured premises" shall mean:

1. the Insured's premises stated in the Schedule;
2. Additional premises and Extensions to other premises as stated under Clauses and Extensions of this Business Interruption Section;
3. Extensions to other premises as stated under the Optional Clauses and Extensions of the Business Interruption section being:
 - 3.1 Specified suppliers/sub-contractors;
 - 3.2 Specified customers;
 - 3.3 Unspecified suppliers;
 - 3.4 Public utilities – insured perils only;
 - 3.5 Public telecommunications – insured perils only;

but only if the applicable optional extension has been selected and is stated in the Schedule to be included.

8. Additional premises

In the event of the Insured occupying or having property at any newly added premises for the purpose of the business during the currency of this section, such newly added premises shall be deemed to be included in those specified here subject to notification to the Insurer as soon as reasonably practicable and to adjustment of the premium if necessary.

9. Public utilities – insured perils only (if stated in the Schedule to be included)

Property at electricity generating stations, sub-stations or transmission networks, gasworks including the related gas distribution network, water purification plants, pumping stations, aqueducts and pipelines of an authority empowered by law to supply water, gas or electricity for consumption by the public and which results in an interruption of water, gas or electricity to the premises of the Insured;

PROVIDED THAT:

the Insurer's liability for each and every event shall not exceed:

1. 75% (seventy five percent) of the Gross profit, Gross rentals or Revenue Sum Insured; or
2. R20 000 000 (twenty million rand); or
3. the Sum Insured stated in the Schedule;

whichever is the lesser.

10. Public telecommunications – insured perils only (if stated in the Schedule to be included)

- 10.1 property at the premises of any public authority that is empowered by law to supply a telecommunications facility to the Insured;
- 10.2 the transmission facilities network for the public authority mentioned in 10.1;

PROVIDED THAT:

the Insurer's liability for each and every event shall not exceed:

1. 75% (seventy five percent) of the Gross profit, Gross rentals or Revenue Sum Insured; or
2. R20 000 000 (twenty million rand); or
3. the Sum Insured stated in the Schedule;

whichever is the lesser.

Solar power system(s) limitation

Subject to all other Terms and Conditions of the Policy, loss or damage as insured by this Section resulting from interruption of or interference with the business in consequence of physical Damage (as per the Business Interruption Defined Events) to the solar power system(s) insured under this Policy is limited to 25% (twenty five percent) of Gross profit/Gross rentals/Revenue Sum Insured for each and every event or R10 000 000 (ten million rand), whichever is the lesser;

PROVIDED THAT:

1. Damage is to the solar power system(s) only and does not extend to any other property insured under this Policy;
2. the Indemnity period shall commence 24 (twenty four) hours after such Damage occurred and end not later than midnight, 14 (fourteen days) after such Damage.

Theft by forcible entry (if stated in the Schedule to be included)

The following Defined Event is added:

Theft (or any attempt thereat) accompanied by visible signs of physical damage to the premises following forcible and violent entry into or exit from such premises and for which payment has been made or liability admitted under the Theft Section of this Policy;

PROVIDED THAT:

1. the Insurer will not be liable under this Extension for theft or attempted theft by any principal, partner, director or employee of the Insured;
2. the Insurer's liability for each and every event shall not exceed:
 - 2.1 20% (twenty percent) of the Gross profit, Gross rentals or Revenue Sum Insured; or
 - 2.2 R5 000 000 (five million rand); or
 - 2.3 the Sum Insured stated in the Schedule;whichever is the lesser.

ACCOUNTS RECEIVABLE

Defined Events

Loss or damage as a result of accident or misfortune (hereinafter termed Damage) to the Insured's books of account or other business books or records at the premises or at the residence of any director, partner or employee or the premises of any accountant of the Insured, in consequence whereof the Insured is unable to trace or establish the outstanding debit balances in whole or part due to it. Provided that the liability of the Insurer shall not exceed the sums insured stated in the Schedule and that the basis of indemnity will be as set out in the specification which forms part of this section.

If, because of imminent danger of their destruction, such books of account or other business books or records are removed to a place of safety, the insurance hereunder shall apply if such goods are destroyed, damaged or lost as aforesaid during such removal or while so located or being returned to the premises, provided the Insured shall notify the Insurer in writing of such removal within 30 (thirty) days thereafter.

The Insurer will also pay all reasonable collection costs and expenses incurred by the Insured in excess of normal collection costs and expenses made necessary because of such Damage.

Specification

The insurance under this section is limited to the loss sustained by the Insured in respect of outstanding debit balances directly due to the Damage and the amount payable shall not exceed:

1. the difference between:
 - 1.1 the outstanding debit balances;
 - and
 - 1.2 the total of the amounts received or traced in respect thereof;
 - plus
2. the additional expenditure incurred in tracing and establishing customers' debit balances after the Damage provided that, if the Sum Insured under this item is less than the outstanding debit balances, the amount payable shall be proportionately reduced.

Definition

Outstanding debit balances

The total declared in the statement last given under the provisions of the following memorandum adjusted for:

1. bad debts;
2. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the damage) to customers' accounts in the period between the date to which said last statement relates and the date of the Damage; and
3. any abnormal condition of trade which had or could have had a material effect on the business so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the Damage had the Damage not occurred.

Specific Exceptions

The Insurer will not pay for:

1. loss resulting from loss or damage to the books of account or other business books or records caused by:
 - 1.1 wear and tear or gradual deterioration or moths or vermin;
 - 1.2 detention, seizure or confiscation by any lawfully constituted authority;

- 1.3 electrical or electronic or magnetic injury, disturbances or erasure unless the Insured maintains the duplicate records referred to in the Duplicate records clause of this section, in which case the Insured will be responsible for the first R500 (five hundred rand) of each and every loss;
2. loss caused by fraud or dishonesty of any principal, director, partner or employee of the Insured.

Specific Conditions

Declarations

The Insured shall, within 60 (sixty) days of the end of each month or other agreed period, deposit with the Insurer a signed statement showing the total amount outstanding in customers' accounts as set out in the Insured's accounts as at the end of the said month.

Duplicate records

The Insured shall maintain duplicates of their books of account or other business books or records containing details of outstanding balances and such duplicates shall be stored at different premises from the originals.

Protections

The Insured's books of account, or other business books or records containing details of outstanding balances, must be kept in a fire-resistant safe, cabinet or strongroom outside business hours unless they are being worked on or are required for immediate reference.

Clauses and Extensions

Accountants clause

Any particulars or details contained in the Insured's books of account or other business books or records which may be required by the Insurer under this section for the purpose of investigating or verifying any claim hereunder, may be produced and certified by the Insured's auditors or professional accountants, and their certificate shall be prima facie evidence of the particulars and details to which it relates.

Adjustment

In consideration of the premium under this section being provisional in that it is calculated on 75% (seventy five percent) of the Sum Insured, the premium will be adjusted as follows:

On the expiry of each period of insurance, the actual premium shall be calculated at the rate percent per annum on the average amount insured, i.e., the total of the sums declared divided by the number of declarations. If the actual premium is greater than the provisional premium, the Insured shall pay the difference. If it is less, the difference shall be repaid to the Insured, but such repayment shall not exceed 33% (thirty three percent) of the provisional premium paid.

If the amount of a declaration exceeds the Sum Insured applicable at the date of such declaration, then for the purposes of this memorandum only, the Insured shall be deemed to have declared such Sum Insured.

Optional Extensions (if stated in the Schedule to be included)

Riot and strike extension (if stated in the Schedule to be included)

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein this Section is extended to cover loss or damage directly occasioned by or through or in consequence of:

1. civil commotion, labour disturbances, riots, strikes or lockout;
2. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 1 above.

Provided that this extension does not cover:

1. Loss or damage occurring in the Republic of South Africa & Namibia.

2. Consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
3. Loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.
4. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
5. Loss or damage related to or caused by any occurrence referred to in General Exception 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 and 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Insurer alleges that by reason of provisos 1, 2, 3, 4 or 5 loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

Transit extension (if stated in the Schedule to be included)

The insurance under this Section is extended to include loss (as defined) to the Insured's books of account or other business books or records, including all such records that are in electronic format, whilst in transit to or from the premises or residence of any director, partner, employee or accountant of the Insured.

THEFT

Defined Events

Loss of or damage to all contents (the property of the Insured or for which they are responsible) of any insured building at the Insured premises described in the Schedule as a result of theft accompanied by forcible and violent entry into or exit from such building or any attempt thereat or as a result of theft, or any attempt thereat, following violence or threat of violence.

The Insurer will also pay for loss or damage to property as a result of losses caused or accompanied by:

1. a thief or thieves being concealed upon the Insured premises before close of business;
2. entry to and/or exit from the premises being effected by use of a skeleton key or other similar device (excluding a duplicate key);

PROVIDED THAT:

the Insured shall establish to the satisfaction of the Insurer that such a skeleton key or device was used.

Specific Exceptions

The Insurer shall not be liable for:

1. loss or damage which can be insured under a fire Policy except in the case of explosion caused in an attempt to effect entry;
2. loss or damage insurable under a glass insurance Policy;
3. property more specifically insured or, unless specified in the Schedule, cash, bank and currency notes, cheques, postal orders, money orders, current negotiable stamps and documents or certificates of a negotiable nature;
4. loss or damage in which any principal, partner, director or any member of the Insured's household or any of the Insured's employees is concerned as principal or accessory.

Specific Condition

This section shall be voidable if the nature of the risk is materially altered without the prior written consent of the Insurer.

1. Burglar alarm warranty (if stated in the Schedule to be applicable)

It is a condition precedent to the liability of the Insurer that a burglar alarm system will be installed in all premises stated in the Schedule and it is warranted that:

1. the burglar alarm installed in the premises shall be fully activated whenever the premises is not open for normal business unless any principal, partner, director or employee is in the premises;
2. the insurance shall not cover loss of or damage to property following the use of keys, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to the Insured unless such keys, keypad code or remote control were obtained by theft.

Unless specifically stated to the contrary, all premises shall be protected by such alarm and it is further warranted that:

1. the contract for any burglar alarm services shall include services of a 24-hour (twenty four hour) armed response unit;
2. the control panel shall have an event log and the arming and disarming of the alarm shall be logged and after the occurrence of a claim the Insurer will be entitled to request full information of the relevant log;
3. such alarm will be maintained in proper working order, but the Insured shall be deemed to have discharged their liability if they have maintained their obligations under a maintenance contract with the installation/service company of the alarm system;

PROVIDED THAT:

cover will continue to be applicable whilst the alarm system is not operative due to a failure of the public supply of electricity at the terminal ends of the supply authority's service feeders and that such failure is not due to any act or omission of the Insured.

Clauses and Extensions

All contents

The term 'all contents' noted under the Defined Events of this Section includes personal effects, tools and pedal cycles the property of the Insured or any principal, partner, director or employee of the Insured insofar as such property is not otherwise insured up to R20 000 (twenty thousand rand) in the case of any one person and R40 000 (forty thousand rand) any one event.

Additional premises

The Insurer will also pay for loss or damage to property as a result of losses whilst in a building at any additional premises;

PROVIDED THAT:

1. such additional premises are advised to the Insurer within 31 (thirty one) days from the time the risk attaches to the Insurer;
2. an additional premium, if any, is paid;
3. the Insurer's liability in respect of this Extension shall not exceed 50% (fifty percent) of the highest Sum Insured stated in the Schedule applicable to any one premises.

Limitations

The Insurer's liability in respect of documents, manuscripts, business books, computer system records and media, plans, designs, patterns, models and moulds is restricted to the value of materials and sums expended in labour.

Losses in the open at the Insured premises (if stated in the Schedule to be included)

Loss of or damage to property (the property of the Insured or for which they are legally responsible) as specified in the Schedule whilst in the open at the Insured premises described in the Schedule as a result of theft (or any attempt thereat);

PROVIDED THAT:

1. the premises is surrounded by a security fence that is at least 1.8m (one point eight metres) high;
2. the entrance gate(s) is kept securely locked at all times;
3. theft (or any attempt thereat) must be accompanied by visible signs of physical damage to the premises following forcible and violent entry into or exit from such premises, or as a result of theft (or any attempt thereat) following violence or threat of violence;
4. the Insurer's liability for any one event shall not exceed the Sum Insured stated in the Schedule.

Loss or damage to buildings

In addition to the Sum Insured stated in the Schedule, the insurance under this Section extends to include:

1. damage to the building (including landlord's fixtures and fittings whether inside the building or attached to the outside of the building) at the Insured premises in the course of theft (or any attempt thereat);
2. loss of fixtures and fittings (including landlord's fixtures and fitting) forming part of the building at the Insured premises as a result of theft (or any attempt thereat) accompanied by visible signs of physical damage to the building following forcible and violent entry into or exit from such building;

PROVIDED THAT:

the Insurer's liability shall not exceed R30 000 (thirty thousand rand) any one event.

Petrol in underground tank(s) (if stated in the Schedule to be included)

This Section is extended to cover theft of fuel kept in underground tank(s) at the Insured premises;

PROVIDED THAT:

1. theft (or any attempt thereat) is accompanied by visible signs of physical damage to the premises following forcible and violent entry into or exit from such premises;

2. the underground tank(s) is kept securely locked by a suitable padlock or other approved method;
3. the Insurer's liability for any one event shall not exceed the Sum Insured stated in the Schedule.

Temporary repairs and measures after loss

The Insurer will also pay for all reasonable costs and expenses incurred in effecting such temporary repairs and in taking such temporary measures as may be reasonably necessary after loss or damage to the Insured property by any Defined Event insured against;

PROVIDED THAT:

the Insurer's liability for such costs and expenses shall not exceed R20 000 (twenty thousand rand).

MONEY

Defined Events

Loss of or damage to money (as defined) occurring in the Republic of South Africa, Namibia, Lesotho, Botswana, Eswatini (formerly Swaziland), Zimbabwe and Malawi except if otherwise specified provided that the liability of the Insurer for all loss or damage arising from all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the specific limitations stated in the Schedule.

Definitions

Clothing	Shall mean clothing and personal effects not otherwise insured belonging to the Insured or to any principal, partner, director or employee of the Insured.
Money	Shall mean cash, bank and currency notes, cheques, postal orders, money orders, current negotiable postage, revenue and holiday stamps, credit card vouchers and documents, certificates or other instruments of a negotiable nature, prepaid vouchers, the property of the Insured or for which they are legally responsible.
Receptacle	Shall mean any safe, strongroom, strongbox, till, cash register, cash box or other receptacle for money or any franking machine.

Specific Exceptions

The Insurer shall not be liable for loss of or damage to money:

1. arising from dishonesty of any principal, partner, director or person or persons in the employ of the Insured not discovered within 14 (fourteen) working days of the occurrence thereof;
2. arising from shortage due to error or omission;
3. arising from the use of keys to any safe or strongroom unless the keys:
 - 3.1 are obtained by violence or threats of violence to any person;
 - 3.2 are used by the keyholder or some other person with the collusion of the keyholder and the Insured can prove to the satisfaction of the Insurer that the keyholder or such other person had used the keys to open the safe or strongroom;
4. in an unlocked safe or strongroom whilst the portion of the premises containing such safe or strongroom is unattended but this exception will not apply if it can be shown to the satisfaction of the Insurer that the keyholder to the safe or strongroom deliberately left it unlocked with the intention of allowing the money to be stolen;
5. not contained in a locked safe or strongroom whilst the portion of the premises containing such money is unattended but this exception will not apply if it can be shown to the satisfaction of the Insurer that the person(s) responsible for the money deliberately left it outside the safe or strongroom with the intention of allowing it to be stolen;
6. in any vehicle being used by the Insured unless a principal, partner, director or employee of the Insured is actually in such vehicle or, if not in such vehicle, is within 5m (five metres) of it in a position from which the vehicle is clearly visible. This exception shall not apply following an accident involving such vehicle rendering the said person incapacitated;
7. caused by incorrect electronic fund transfers by or to the Insured;
8. caused by cyber crime;
9. in the form of cryptocurrency (a digital currency in which encryption techniques are used to regulate the generation of units of currency and verify the transfer of funds, operating independently of a central bank).

Specific exceptions (3), (4), (5) and (6) will be covered up to an amount of R10 000 (ten thousand rand) or the major limit as stated in the Schedule, whichever is lesser, and such losses shall not be reduced by any first amount payable.

Extensions

1. Credit/debit cards

The Insurer will indemnify the Insured against loss as a result of illegal use of any credit, charge, debit or cash card issued in their name;

PROVIDED THAT:

1. the card is used by an unauthorised person;
2. the loss is reported immediately to the Police and the registered issuing administrator of the card after the loss of the card is discovered;
3. the Insured complied with all terms and conditions of issue by the registered issuing administrator related to lost or stolen cards;
4. the liability of the Insurer shall not exceed R10 000 (ten thousand rand).

2. Custody of Money

The insurance under this Section is extended to include loss of or damage to Money (as defined), in the custody of:

- 2.1 one or more petrol attendants while on the Insured premises;
- 2.2 one or more collectors or roundsman while away from the premises;
- 2.3 a partner, director or employee of the Insured at their residence or while away on a business trip;

PROVIDED THAT:

1. the Insurer's liability shall not exceed R10 000 (ten thousand rand) per event;
2. the petrol attendant(s), collector(s) or roundsman is only covered while engaged in work for the Insured in connection with the business
3. theft must be accompanied by violence or threat of violence;
4. theft arising from the dishonesty of any principal, partner, director or person(s) in the employ of the Insured is excluded.

3. Receptacles and clothing

In addition to any payment in respect of a Defined Event, the Insurer will indemnify the Insured in respect of Receptacles and Clothing (as defined) lost or damaged as a result of theft (or any attempt thereof) of Money;

PROVIDED THAT:

the Insurer's liability under this Extension shall not exceed R5 000 (five thousand rand) per event.

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

4. Riot and strike extension (if stated in the Schedule to be included)

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein this Section is extended to cover loss or damage directly occasioned by or through or in consequence of:

- 4.1 civil commotion, labour disturbances, riots, strikes or lockout;
- 4.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 4.1 above.

Provided that this extension does not cover:

1. Loss or damage occurring in the Republic of South Africa & Namibia.
2. Consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
3. Loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.
4. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

5. Loss or damage related to or caused by any occurrence referred to in General Exception 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 and 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Insurer alleges that by reason of provisos 1, 2, 3, 4 or 5 loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

5. Seasonal increase (if stated in the Schedule to be included)

The Major limit as stated in the Schedule is increased by 15% (fifteen percent) during the period of 15 December to 15 January or any other period as stated in the Schedule;

PROVIDED THAT:

the Insurer shall not be liable to pay more than 15% (fifteen percent) of the Major limit or R50 000 (fifty thousand rand), whichever is the lesser.

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

6. Skeleton keys

The insurance under this section extends to cover loss of or damage to the property insured caused or accompanied by entry to receptacles by use of a skeleton key or other similar device (excluding a duplicate key) provided that the Insured shall establish to the satisfaction of the Insurer that a skeleton key or device was used.

7. Personal accident (assault) extension (if stated in the Schedule to be included)

The term "Defined Events" in the money section shall be deemed to include bodily injury, caused by accidental, violent external and visible means as a result of theft, or any attempt thereof, to the Insured or to any principal, partner, director or employee of the Insured (hereinafter in this extension referred to as such person) while such person is acting in the course of his duties in the Insured's employ. The Insurer will pay to the Insured, on behalf of such person or his estate, the sum or sums stated in the Schedule in the event of bodily injury to such person resulting within 24 (twenty four) calendar months in:

1. death up to R20 000 (twenty thousand rand)
2. permanent disability up to R20 000 (twenty thousand rand)

Percentage of capital sum		
Permanent disability shall mean:		
1.	loss by physical separation at or above the wrist or ankle of one or more limbs	100% (one hundred percent)
2.	permanent and total loss of • whole eye • sight of eye • sight of eye except perception of light	100% (one hundred percent) 100% (one hundred percent) 75% (seventy five percent)
3.	permanent and total loss of hearing • both ears • one ear	100% (one hundred percent) 25% (twenty five percent)
4.	permanent and total loss of speech	100% (one hundred percent)
5.	injuries resulting in permanent total incapacity from following usual occupation or any other occupation for which such person is fitted by knowledge or training	100% (one hundred percent)
6.	loss of four fingers	70% (seventy percent)

Percentage of capital sum		
7.	loss of thumb - both phalanges - one phalanx	25% (twenty five percent) 10% (ten percent)
8.	loss of index finger - three phalanges - two phalanges - one phalanx	10% (ten percent) 8% (eight percent) 4% (four percent)
9.	loss of middle finger - three phalanges - two phalanges - one phalanx	6% (six percent) 4% (four percent) 4% (four percent) 2% (two percent)
10.	loss of ring finger - three phalanges - two phalanges - one phalanx	5% (five percent) 4% (four percent) 2% (two percent)
11.	loss of little finger - three phalanges - two phalanges - one phalanx	4% (four percent) 3% (three percent) 2% (two percent)
12.	loss of metacarpals - first or second (additional) - third, fourth or fifth (additional)	3% (three percent) 2% (two percent)
13.	loss of toes - all on one foot - great, both phalanges - great, one phalanx - other than great, if more than one toe	30% (thirty percent) 5% (five percent) 2% (two percent) 2% (two percent)

- In the case of total and absolute incapacity from following usual business or occupation the weekly sum specified in the Schedule shall be payable.
- The reasonable expenses incurred, up to R20 000 (twenty thousand rand), shall be payable in respect of medical, surgical, dental, nursing home or hospital treatment (including the cost of artificial aids and prostheses and the costs and expenses incurred in emergency transportation or freeing such person if trapped or bringing such person to a place of safety) incurred within 24 (twenty four) months of the Defined Event.

Memoranda (applicable to permanent disablement benefits)

- Where the injury is not specified the Insurer will pay such sum as in its opinion is consistent with the above provisions
- Permanent total loss of use of part of the body shall be considered as loss of such part.
- 100% (one hundred percent) shall be the maximum percentage of Compensation payable for disability resulting from an accident or series of accidents arising from one cause in respect of any such person provided that:
 - the Insurer shall not be liable to pay in respect of any one such person more than the capital sum plus the sums specified under items 3 and 4;

2. the sum specified under item 3 shall be payable only for the duration of the incapacity of such person and shall not be payable for more than 104 (one hundred and four) weeks and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible notwithstanding that permanent disability may remain;
3. Compensation payable under item 4 shall be reduced by an amount equal to the Compensation received or receivable under any Workmen's Compensation enactment in respect of any treatment for which Compensation is payable under item 4;
4. this extension shall not apply to any such person under 15 (fifteen) or over 70 (seventy) years of age;
5. after suffering bodily injury for which benefit may be payable under this extension, such person shall submit to medical examination and undergo any treatment specified. The Insurer shall not be liable to make any payment unless this proviso is complied with to its satisfaction;
6. general exception 2 and general conditions 2 and 9 do not apply to this extension;
7. in respect of this extension only general exception 1 is deleted and replaced by the following:

This extension does not cover death or bodily injury directly or indirectly caused by or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution or military or usurped power.

Extensions to the personal accident (assault) extension

1. Bodily injury shall be deemed to include injury caused by starvation, thirst and/or exposure to the elements directly or indirectly resulting from such person being the victim of theft or any attempt thereof.
2. In the event of disappearance of any such person in circumstances which satisfy the Insurer that he has sustained injury to which this personal accident (assault) extension applies and that such injury has resulted in the death of such person, the Insurer will, for the purpose of the insurance afforded by this extension, presume his death provided that if, after the Insurer shall have made payment hereunder in respect of such person's presumed death, he is found to be alive, such payment shall forthwith be refunded by the Insured to the Insurer.

GLASS

Defined Events

Loss of or damage to internal and external glass (including fixed mirrors), signwriting and any treatment(s) thereon at the Insured premises as stated in the Schedule, the property of the Insured or for which they are legally responsible.

Following loss of or damage to glass the Insurer will also indemnify the Insured for:

1. the cost of such boarding up as may be reasonably necessary;
2. damage to shop fronts, frames, window displays (including fixtures and fittings), burglar alarm strips, wires and vibrators as a direct result of such loss or damage;
3. the cost of removal and reinstallation of fixtures and fittings necessary for the replacement of the glass;
4. the cost of employment of a watchman service prior to replacement of glass or boarding up or the repair of the burglar alarm system, unless payable under any other insurance arranged by the Insured; provided that the liability of the Insurer shall not exceed:
 - 4.1 for the replacement of glass, signwriting and treatment – the Sum Insured as stated in the Schedule applicable to the premises at which loss or damage occurs;
 - 4.2 for all other costs and expenses provided for by this section and resulting from one occurrence or series of occurrences attributable to one source or original cause R10 000 (ten thousand rand).

Definition

Glass

Unless specifically agreed by the Insurer, all glass (other than mirrors) insured by this Section is presumed to be plain plate/float glass not exceeding 6mm (six millimetres) in thickness, whether coated with a film or not, or laminated safety glass not exceeding 8mm (eight millimetres) in thickness.

Internal glass:

1. all internal glass, sinks, wash basins, sanitary ware and mirrors (other than hand mirrors) whilst in the premises;
2. showcase frames, display cabinets and counter frames whilst in the premises.

External glass:

1. external fixed glass forming part of the premises and any shatter-resistant or reflective film affixed to the glass;
2. ceramic tiled shop fronts

Specific Exceptions

The Insurer shall not be liable for:

1. loss or damage which is insured by, or would, but for the existence of this section, be insured by any fire insurance, except in respect of any excess beyond the amount which would have been payable under such fire insurance had the insurance under this section not been effected, but this specific exception shall not apply to loss or damage for which the Insured is responsible as tenant and not as owner;
2. glass forming part of stock in trade;
3. glass which, at inception of this insurance, is cracked or broken unless cover has been agreed by the Insurer;
4. defacement or damage other than fracture through the entire thickness of the glass or any laminate thereof;
5. damage to solar panels.

Specific Condition

Average

If the property insured is, at the commencement of any damage to such property by any peril insured against, collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being their own Insurer for the difference and shall bear a rateable share of the loss or damage accordingly. Every item, if more than one, shall be separately subject to this condition

Basis of cover

If the basis of cover noted in the Schedule is stated as First Loss and not Full Value, the average condition is deleted.

Extensions

Riot and strike extension (if stated in the Schedule to be included)

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein this Section is extended to cover loss or damage directly occasioned by or through or in consequence of:

1. civil commotion, labour disturbances, riots, strikes or lockout;
2. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 1 above.

Provided that this extension does not cover:

1. Loss or damage occurring in the Republic of South Africa & Namibia.
2. Consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
3. Loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.
4. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
5. Loss or damage related to or caused by any occurrence referred to in General Exception 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 and 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Insurer alleges that by reason of provisos 1, 2, 3, 4 or 5 loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

Special replacement (if stated in the Schedule to be included)

If, following loss or damage insured hereunder, the Insured is obliged in terms of the National Building Regulations or similar legislation to replace the damaged glass with glass of a superior quality, then the Insurer shall be liable for the increased cost of such replacement including (but not limited to) frames therefore, provided that if the cost of so replacing the whole of the Insured property (inclusive of other items insured) is greater than the Sum Insured thereon at the time of the loss or damage, then the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly.

FIDELITY GUARANTEE

Defined Events

The Insurer shall indemnify the Insured for Losses occurring subsequent to the Retroactive Date stated in the Schedule and during the period of insurance for:

1. Loss of money and/or other property belonging to the Insured or for which they are legally responsible stolen by an insured employee;
2. direct financial Loss sustained by the Insured as a result of fraud or dishonesty of an insured employee which results in dishonest personal financial gain for the employee concerned;
3. Loss sustained by the Insured directly caused by Theft by Computer Fraud.

Provided that in respect of all the Defined Events:

1.
 - 1.1 the Insurer is not liable for all Losses which occurred more than 24 (twenty four) months prior to discovery;
 - 1.2 all Losses are Discovered not later than 12 (twelve) months after the termination of:
 - 1.2.1 this Section; or
 - 1.2.2 this Section in respect of any insured employee concerned in a Loss; or
 - 1.2.3 the employment of the insured employee of the last of the insured employees concerned in a Loss;
 whichever occurs first;
2. the renewal of this insurance from period to period or any extension of any period of insurance shall not have the effect of accumulating or increasing the liability of the Insurer beyond the Sum Insured stated in the Schedule. If the period of insurance is less than 12 (twelve) months, the Insurer's liability is limited to the sum stated in the Schedule during any 12 (twelve) month period of insurance calculated from inception to renewal;
3. this insurance shall operate on an each and every occurrence basis and the liability of the Insurer for all Losses arising from one occurrence shall not exceed the Sum Insured stated in the Schedule, whether involving any one employee or Third Party or any number of employees or Third Parties acting in collusion or independently of each other;
4. where indemnity is provided to the Insured in terms of any insurance superseded by the Policy, the liability of the Insurer shall be limited to only that proportion of the Loss which is not payable in terms of the superseded Policy;
5. all acts committed by any one person or in which such person is involved or implicated will be considered one event;
6. the term 'dishonest personal financial gain' shall not include gain by an employee in the form of salary, salary increases, fees, commissions, bonuses, promotions or other emoluments.

Definitions

Collusion means any circumstance where two or more persons are concerned or implicated together, and materially assist each other, in committing an act which gives rise to a Loss.

Computer Fraud means the fraudulent and/or unlawful making with the intent to defraud of a misrepresentation by means of access to, or the use of, or the disclosure, processing, deletion, insertion, amendment, interception or manipulation of, information data or software or systems of the Insured, or of any banking institution holding or controlling or otherwise dealing with money or property of the Insured, or for which the Insured is legally responsible, which is initiated, implemented, or completed electronically by the use of a computer.

Computer Fraud is extended to mean:

1. **Computer Virus**
 - 1.1 The Insured having transferred or paid or delivered any funds or property, established any credit, debited any account, or given any value, as a direct result of the destruction or attempt thereof of the Insured's electronic data, due to a computer virus caused or introduced by any person while such data is stored within the Insured's computer system or a service provider's computer system.

Computer Fraud (cont.)	1.2 Destruction of the Insured's electronic data or attempt thereof as a result of a computer virus caused or introduced by any person while such data is located as in 1.1; Provided that where the Insured is entitled to indemnity in terms of any other Policy of insurance covering 1.1 above, such other insurance shall be considered primary, and this Policy shall only be liable for any loss which exceeds the indemnity provided by such other insurance.
	2. Electronic data loss 2.1 Malicious alteration or destruction of electronic data or attempt thereof by any person while such data is lawfully within the Insured's computer system or a service provider's system or while recorded upon electronic data, processing media within the offices of the Insured, or in the custody of a person designated by the Insured to act as its messenger or carrier or custodian while such electronic data processing media is in transit, provided that the Insured is the true owner of such data or media or is liable for such Loss. 2.2 Electronic data processing media being lost, damaged or destroyed as a direct result of robbery, burglary, theft or malicious act while located as in 2.1 above. 2.3 Malicious alteration or destruction of electronic computer programs while lawfully stored within the Insured's computer system, provided that the Insured is the true owner of such programs or is legally liable for such alteration or destruction.
	3. Fraudulent transfer instructions 3.1 Fraudulent electronic, telegraphic, cable, teletype, telephone or faxed instructions to a financial institution to debit the Insured's transfer account and to transfer, pay or deliver funds from such account, which instructions purport to have been transmitted by the Insured or a person authorised by the Insured, but which have been fraudulently transmitted by another. 3.2 Fraudulent written instructions to a financial institution to debit the Insured's transfer account and to transfer, pay or deliver funds from such account through an electronic funds transfer system at specific times or under specific conditions, which written instructions purport to have been duly issued by the Insured but which have been fraudulently issued, forged or altered by another, but specifically excluding any written instructions by means of a bill of exchange or other negotiable instrument.
Discovered	means immediately when the Insured or any of its directors, officers, partners, trustees, managers or departmental heads (or equivalent senior person) becomes aware of any act or fact that gives reasonable grounds to believe that a Loss has been suffered or may be incurred even though the exact amount or details of the Loss may not be known at the time that it is discovered.
Employee	means any natural person whilst in the regular service of the Insured and whom the Insured compensates by payment of salary, wages and/or commissions and whom the Insured has the right to govern control and direct the performance of such service. The term employee shall include: 1. part time and temporary employees performing the duties of an employee for the Insured and provided by an employment and/or recruitment agency under a written contract of supply; 2. any director of the Insured whilst performing acts within the scope of the usual duties of any employee; 3. any person, while hired or seconded from any other party into the service of the Insured and specifically declared to the Insurer, whom the Insured has the right at all times to govern control and direct in the performance of work done in the course of the business of the Insured;

Employee (cont.)	4. any external contractor, such as but not limited to security guards, specifically declared to the Insurer, whom the Insured has the right at all times to govern control and direct in the performance of work done in the course of the business of the Insured; 5. students, volunteers or persons employed by the Insured on youth training or work experience schemes; 6. any trustee of the Insured, whilst performing acts within the scope of the usual duties of any employee, of any pension fund, provident fund or benefit fund as defined in the Income Tax Act 1962 established by the Insured for the benefit of its employees.
Loss	means actual and direct financial loss of money, monetary funds, negotiable instruments or corporeal tangible property belonging to the Insured or for which the Insured is legally responsible. Provided that Loss shall not include a loss arising from the avoidance, breach, cancellation or other termination of a contract, the non-payment or other non-performance by a debtor, the adverse consequence of a business or trade risks or venture or other speculative enterprise or investment or the provision or receipt or any suretyship or other security.
Theft	means the dishonest appropriation of money, monetary funds or property with the intention to steal.
Third Party	means any party who is not a director, partner, officer, trustee or employee of the Insured and including any person who is specifically excluded from the definition of employee as provided for in this Policy.

Exceptions

The Insurer shall not be liable to make any payment arising from or relating to or in consequence of the following:

1. Loss arising from, whether directly or indirectly, from any act committed by any director, partner, principal or member of the Insured, whether acting alone or in Collusion, unless such director, partner, principal or member is deemed to be an employee as defined by Definition 3 of this Policy.
2. Loss caused from the time that the Insured has Discovered that an employee or Third Party, whether acting alone or in Collusion, has committed Theft, fraud, dishonesty or any similar or like act or acts which would give rise to an indemnity under this Policy.
3. Consequential or indirect loss of any nature, including but by no means limited to any loss of profit suffered by the Insured.
4. Fines, penalties, taxes or punitive damages of any nature.
5. Unintentional acts, errors or omissions by the Insured, its employees, directors, officers, partners, shareholders or members.
6. In respect of Defined Events 1 and 2, any Loss arising from or relating to, whether directly or indirectly:
 - 6.1 any act or acts involving credit agreement, extension of credit, hire purchase agreement, loan, loan transaction, lease or rental agreement, invoice, account, an agreement or acknowledgment or evidence of debt, payments made or withdrawals from any customer account involving items which are not finally paid for any reason; or
 - 6.2 any act or acts involving trading or dealing in shares, stocks, equities, bonds, unit trusts, securities, commodities, derivatives, foreign exchange, debentures, or in respect of any of the foregoing any like or similar instrument.

Unless in respect of such Loss, the Insured can prove that such act or acts were committed by an employee with the clear and unequivocal intention to cause the Insured a Loss and results in a dishonest personal financial gain for that employee or any other person or entity, or was committed with the manifest intent or the clear and unequivocal intent to result in a dishonest personal financial gain for the employee or other person or entity.
7. Loss of, or arising from the accessing of, any confidential or proprietary information including but not limited to trade secrets, know how, intellectual property including but not limited to patents, copyrights and trademarks, computer programs or customer information.

8. Loss or damage caused by fire or arising from the malicious, willful or wanton acts of employees which are coverable under a fire insurance Policy or similar insurance.
9. Where the Insured is a Company, close corporation or partnership and any principal, shareholder, director, member or partner thereof is involved or implicated in the Loss, the Insurer shall only be liable to the extent of the shareholding, participation, membership or other share of the other principals, shareholders, directors, members or partners of the Insured.
10. **War risk exception**
This Policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act 1976 (No. 85 of 1976) or any similar Act operative in any territory to which this Policy applies.

Conditions

1. Apportionment of recoveries

If the Insured shall sustain any Loss which exceeds the Sum Insured hereunder in respect of such Loss, the Insured shall be entitled to all recoveries (except from suretyship insurance reinsurance security or indemnity taken or effected by the Insurer or for the amount of any deductible) by whomsoever made on account of such Loss until fully reimbursed, less the actual cost of effecting the same and any remainder shall be applied to the reimbursement of the Insurer or to the Insured to the extent of any First Amount Payable by the Insured forming part of such recovery.

2. Compulsory first amount payable

The amount payable under the Policy in respect of a Defined Event involving one person or any number of persons acting in Collusion shall be reduced by the First Amount Payable stated in the Schedule which amount shall be borne in full by the Insured and remain uninsured.

3. Fraud

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

4. Increase in Sum Insured/first amount payable

If the Sum Insured or First Amount Payable shall be increased at any time, such increased amount shall apply only to Defined Events Discovered after the date of such increase, unless otherwise agreed by the Insurer in writing.

5. Knowledge by person completing proposal form

It is understood and agreed that knowledge of his own fraud or dishonesty or that of others with whom he is in Collusion by the person signing the proposal and questionnaire or giving renewal or other instructions shall not prejudice any claim under the Policy.

6. Maintenance of systems and procedures

The Insured shall institute and/or maintain and continue to employ in any material manner all such systems of check and control, accounting and clerical procedures and methods of conducting its business as has been represented to the Insurer in the Proposal Form completed by the Insured or any other information supplied by the Insured to the Insurer, but the Insured may:

- 6.1 change the remuneration and conditions of service of any employee;
- 6.2 make any other changes as are approved beforehand in writing by the Insured's auditors.

7. Other Insurances

Where the Insured is entitled to an indemnity in terms of any other Policy of insurance covering a Defined Event or Extension to this Policy, such other insurance shall be considered primary and this Policy shall only be liable for any Loss which exceeds the indemnity provided by such other insurance. The excess amount shall be subject to the First Amount Payable stated in the Schedule of this Policy and the terms, conditions and exclusions contained in this Policy.

8. Reporting loss to police authorities

In the event of the Discovery of any Loss resulting from a Defined Event, the Insured may notwithstanding anything to the contrary contained in General Condition 8, refrain from reporting the matter to the police but shall do so immediately if required in terms of any law or by the Insurer.

9. The insurance contract and proposal form

This Policy together with the Schedule and any endorsements issued by the Insurer shall constitute the entire insurance contract between the Insurer and the Insured. The insurance contract shall be read together as one document and any word or expression to which a specific meaning has been given in any part thereof shall bear such meaning wherever it may appear.

In providing cover to the Insured, the Insurer has relied upon the information provided by the Insured in the Proposal Form, and any other information supplied by the Insured or any other person acting on the Insured's behalf. All of the information supplied shall form the basis of this insurance contract and shall be deemed to have been incorporated into the insurance contract.

10. Valuation for claims purposes

The following shall apply in respect of the determination and valuation of any Loss which is the subject of an indemnity under this Policy:

10.1 Any other property

The Insurer shall not be liable in respect of any other property (not covered by the above) for more than the actual cash value thereof at the time of the Loss, or for more than the actual cost of repairing any such property or of replacing same with property or material of like quality and value, provided however that the actual cash value of such other property held by the Insured as a pledge, or as collateral for an advance or loan, shall be deemed not to exceed the value of the property as determined and recorded by the Insured when making the advance or loan, nor, in the absence of such record, the unpaid portion of the advance or loan plus accrued interest thereon at legal rates.

10.2 Books of accounts and records

In the case of loss of or damage to property consisting of books of accounts or other records (other than electronic data) used by the Insured in the conduct of their business, the Insurer shall be liable under this Policy only if such books or records are actually reproduced and then for not more than the cost of blank books, blank pages or other materials plus the cost of labour and computer time for the actual transcription or copying of data which shall have been furnished by the Insured in order to reproduce such books or other records.

10.3 Electronic Data

In the event that a Loss as covered under this Policy results in the destruction, erasure or theft of electronic data used by the Insured while such data is stored within the Insured's computer systems, the Insurer shall be liable under this Policy only if such data is actually reproduced and cover hereunder shall only apply to the cost of labour for the actual transcription or copying of data, which shall have been furnished by the Insured in order to reproduce such electronic data.

10.4 Foreign Currency

If a foreign currency (currency other than the currency in which this Policy is written) is involved in a Loss sustained by the Insured, the calculation required shall be the rate of exchange as offered by the Insurer's Bank on the date of such settlement.

10.5 Securities

In no event shall the Insurer be liable in respect of securities for more than the actual cash value thereof at the close of business on the business day immediately preceding the day on which the Loss was Discovered.

Extensions (if stated in the Schedule to be included)

1. Accounts Clause

Any particulars or details contained in the Insured's books of account or other business books documents or systems which may be required by the Insurer for the purpose of investigating or verifying any claim hereunder, may be produced and certified by the Insured's auditors or professional accountants and their certificate shall be prima facie evidence of the particulars and details to which it relates.

2. Claims Preparation Costs

In addition to the Sum Insured stated in the Schedule, the insurance under the Policy is extended to include costs reasonably incurred by the Insured, with the prior written consent of the Insurer, in producing and certifying any particulars or details required by the Insurer in terms of General Condition 6 or to substantiate the amount of any claim;

PROVIDED THAT:

1. notwithstanding anything to the contrary contained in this Policy, the Insurer's liability to make payment in respect of such costs shall only arise in the event that the amount of the Loss exceeds the First Amount Payable that the Insured is required to pay in respect of any claim for Loss under this Policy;
2. the liability of the Insurer for such costs in respect of any one occurrence shall not exceed the Sum Insured stated in the Schedule.

3. Contractual Penalties

Loss suffered by the Insured in respect of any penalty legally enforced against the Insured under written contract resulting directly from a Loss covered by this Policy provided that any amount paid by the Insurer in respect of such penalties shall be construed as part of any related claim for Loss sustained under Defined Events 1, 2 or 3 and shall not exceed 10% (ten percent) of the applicable Sum Insured stated in the Schedule.

4. Costs of recovery extension

If the Insured shall sustain any Loss to which the Policy applies, which exceeds the Sum Insured, the Insurer will in addition to the Sum Insured pay to the Insured costs and expenses not exceeding the Sum Insured stated in the Schedule, necessarily incurred with the consent of the Insurer (which consent shall not unreasonably be withheld), for the recovery or attempted recovery from the employee or Third Party in regard to whom the claim is made. All amounts recovered by the Insured in excess of the said part of the Loss shall be for the benefit of the Insurer.

5. Expenses incurred in reinstating office records

In addition to the Sum Insured stated in the Schedule, this Policy is extended to include costs charges and expenses incurred by the Insured in replacing and/or restoring any computer files, data media documents, manuscripts, business books, plans, designs, specifications or programmes, destroyed damaged or lost as a result of Loss insured by this Policy, provided that the liability of the Insurer shall not exceed the Sum Insured stated in the Schedule.

6. Extended cover for past employees

Any person who ceases to be an employee shall for the purposes of the Policy be considered as being an employee for a period of 90 (ninety) days after ceasing to be an employee.

7. Extended discovery period

In the event that the Insured elects not to renew or extend this Policy, and does not affect any similar insurance in substitution and specifically declares same to the Insurer prior to the expiry of the Policy, then the Insurance provided

under this Policy shall be extended to include any Loss that is Discovered and notified to the Insurer during a 90 (ninety) day period (which shall commence immediately following the date of expiry of the Policy) but which Loss must have occurred subsequent to the Retroactive Date shown in the Schedule and prior to the expiry of the Policy.

8. Extortion Extension

Loss due to the taking by extortion from the Insured of money and/or other property, by intentionally and unlawfully subjecting the Insured or any director, member, partner, trustee or employee of the Insured, or a relative of any such person, to any threat of physical harm which induces such person to submit to the taking, provided that the person threatened has made every reasonable attempt to report the threat to an associate and to the law enforcement authorities at the earliest reasonable opportunity.

Provided that, this extension shall not entitle the Insured to indemnity in respect of any Loss which is Insured or which would be insurable in terms of a Theft or Money or Motor or Marine/Transit Insurance Policy or any other more specific insurance covering money or goods.

9. Legal Fees

In addition to the Sum Insured stated in the Schedule, the insurance under the Policy is extended to include reasonable legal fees, costs and expenses incurred and paid by the Insured in the defence of any demand, claim, summons or legal proceeding which the Insured establishes results directly from a Loss which falls to be dealt with and is covered under this Policy;

PROVIDED THAT:

1. notwithstanding anything to the contrary contained in this Policy, the Insurer's liability to make payment in respect of such fees, costs and expenses shall only arise in the event that the amount of the Loss exceeds (or allegedly exceeds) the First Amount Payable that the Insured is required to pay in respect of any claim for Loss under this Policy;
2. if the amount of the Loss exceeds (or allegedly exceeds) the Sum Insured, then the Insurer shall only be liable for the proportion of such fees, costs and expenses that the Sum Insured bears to the total amount of the Loss.

10. Losses discovered more than 24 (twenty four) months after being committed but not more than 36 (thirty six) months thereafter (if stated in the Schedule to be included)

1. In consideration of the payment of an additional premium, Provision 1.1 of the Defined Events is restated to read:
 - 1.1 "the Insurer is not liable for all Losses which occurred more than 36 (thirty six) months prior to discovery."
2. If this Section includes the Superseded insurance Extension, the period referred to in Provision 6 thereof is increased from 24 (twenty four) months to 36 (thirty six) months.

11. Losses discovered more than 24 (twenty four) months after being committed, subject to satisfactory systems audit (if stated in the Schedule to be included)

- 11.1 In consideration of the accounting firm named in the Schedule and having conducted a satisfactory audit of the Insured's systems of:
 - 11.1.1 control;
 - 11.1.2 fraud, dishonesty and theft detection;
 and subject to the Insured implementing and maintaining all the recommendations contained in such audit;

PROVIDED THAT:

Provision 1.1 of the Defined Events (which limits cover to that part of Losses discovered within 24 (twenty four) months) and Provision 6 of the Superseded insurance Extension (if applicable) are deleted.
- 11.2 The First amount payable for losses discovered more than 12 (twelve) months after they were committed, as stated in the Schedule, is deleted.

12. Mergers and acquisitions

In the event that the Insured during the Period of Insurance:

- 12.1 acquires the majority voting rights or control of another organisation;
- 12.2 acquires the assets or business of another organisation;
- 12.3 forms a new organisation as a subsidiary of the Insured;
- 12.4 acquires any organisation by merger or consolidation with itself;

Then the insurance provided under this Policy shall be extended to include such organisation, without any additional premium;

PROVIDED THAT:

- 1. written notification is provided to the Insurer by the Insured within 90 (ninety) calendar days of such event and the Insurer is afforded an opportunity to consider the acquisition or formation and such additional information as it may request;
- 2. the acquisition or formation does not increase the gross annual turnover and/or the number of employees of the Insured by more than 10% (ten percent);
- 3. the acquisition or formation does not materially change the business or business activities of the Insured from that declared to the Insurer;
- 4. the newly acquired entity has not had any similar Policy of insurance voided, or suffered a loss which would have been covered by this Policy, within the three preceding years of the date of acquisition;

And provided that, if the conditions of coverage as set out above are satisfied, and the Insurer provides a written endorsement to the Policy in respect of the coverage provided to the new organisation, such coverage shall only be applied to a Loss occurring after the date of the addition to this Policy.

13. Reduction/reinstatement of Sum Insured (if stated in the Schedule to be included)

The payment by the Insurer of any Loss involving one employee or any number of employees shall not reduce the Insurer's liability in respect of the remaining insured employees;

PROVIDED THAT:

- 1. the maximum amount payable by the Insurer for all insured employees shall not exceed double the Sum Insured shown in the Schedule;
- 2. the Insured pays additional premium calculated in terms of the following formula:

$$\text{Annual premium in force at the time of discovery of Loss} \quad \times \quad \frac{\text{Amount of claim payment}}{\text{Sum Insured at time of discovery of Loss}}$$

The additional premium shall be payable in full and may not be reduced due to the period between the date of discovery of Loss and the expiry date being less than 12 (twelve) months.

14. Retroactive cover - no previous insurance in force (if stated in the Schedule to be included)

This Section will also apply to Defined Events as insured herein which occurred up to 12 (twelve) months prior to inception of this Section but not more than 24 (twenty four) months prior to discovery, provided the events are discovered within the sooner of 12 (twelve) months of the termination of employment of the employee concerned or within 12 (twelve) months of the expiry of this Section.

15. Superseded insurance (if stated in the Schedule to be included)

This Section will apply to Defined Events insured herein which occurred during the currency of any insurance superseded by this Section and specified in the Schedule;

PROVIDED THAT:

- 1. this Extension is restricted to Losses which would have been payable by the superseded insurance but which are not claimable because of the expiry of the period of time allowed by the superseded insurance for the discovery of the Defined Events;
- 2. the Defined Events are discovered within the sooner of 12 (twelve) months of the termination of the employment of the employee concerned or within 12 (twelve) months of the expiry of this Section;

3. the amount payable under this Extension shall not exceed the amount insured by this Section or the amount insured by the superseded insurance, whichever is the lesser;
4. in the event of the Defined Events involving one employee or any number of employees occurring during both the currency of this Section and that of the superseded Policy, the maximum amount payable shall not exceed the amount insured by this Section at the time of discovery of the Defined Events;
5. this Extension will not apply to Defined Events which occurred more than the number of years stated in the Schedule before inception of this Section;
6. the Insurer shall not be liable for any Loss which occurred more than 24 (twenty four) months prior to discovery.

16. Unidentifiable employees

If a Loss is alleged to have been caused by the fraud or dishonesty of any of the employees and the Insured shall be unable to designate the specific employee or employees causing the Loss, the Insured's claim in respect of such Loss shall not be invalidated by their inability so to do, provided that the Insured is able to furnish evidence to prove to the reasonable satisfaction of the Insurer that the Loss was in fact due to the Theft, fraud or dishonesty of an employee acting alone or in Collusion with others.

17. Voluntary first amount payable (if stated in the Schedule to be included)

In addition to the compulsory first amount payable as stated in this Section of the Policy, the Insured shall be responsible for the voluntary first amount payable as stated in the Schedule.

Memoranda

1. In the event of the discovery of any Loss resulting from a Defined Event, the Insured may, notwithstanding anything to the contrary contained in General Condition 34. *Unlawful use, theft, loss or malicious damage to property*, refrain from reporting the matter to the Police, but shall do so immediately should the Insurer require such action to be taken.
2. Non-disclosure of their own fraud or dishonesty or that of others with whom they are in Collusion by the person signing any proposal form or giving renewal or other instructions shall not prejudice any claim under this Section.
3. General Exceptions 1. *War, riot and terrorism* and 3. *Nuclear risks* and General Condition 12. *Reinstatement of cover after loss* do not apply to this Section.
4. If the Sum Insured shall be increased at any time, such increased amount shall apply only to Defined Events committed after the date of such increase.

GOODS IN TRANSIT

Defined Events

Loss of or damage to whole or part of the property described in the Schedule including tarpaulins and packing material not otherwise insured, owned by the Insured or for which they are legally responsible, in the course of transit by the means of conveyance or other means incidental thereto and caused by any accident or misfortune not otherwise excluded.

Restricted Cover

Fire, explosion, collision, derailment and overturning limitations (if stated in the Schedule to be included)

The insurance under this section is limited to loss or damage resulting from fire or explosion or collision or the overturning or derailment of the means of conveyance described in the Schedule.

Specific Exceptions

The Insurer shall not be liable for:

1. loss or damage resulting from or caused by:
 - 1.1 theft from any unattended vehicle in the custody or control of the Insured or any principal, partner, director or employee of the Insured unless the property is contained in a completely closed and securely locked vehicle or the vehicle itself is housed in a securely locked building and theft is accompanied by visible signs of physical damage to the locked vehicle or building following forcible and violent entry into or exit from such locked vehicle or building;
 - 1.2 theft (or any attempt thereat) of goods from any temporary storage facility (stored during the period of transit) unless accompanied by visible signs of physical damage to the temporary storage facility following forcible and violent entry into or exit from such temporary storage facility;
 - 1.3 inherent vice or defect, vermin, insects, damp, mildew or rust;
 - 1.4 the dishonesty of any principal, partner, director or employee of the Insured whether acting alone or in collusion with others;
 - 1.5 or arising whilst in transit by sea or inland transit incidental thereto;
 - 1.6 breakdown of refrigeration equipment;
 - 1.7 detention, confiscation or requisition by customs or other officials or authorities;
 - 1.8 loss or damage attributable to or as a result of overloading of the goods carrying vehicle;
 - 1.9 seizure of the conveying vehicle and insured property as stated in the Schedule by unlawful and forcible means;
2. wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded;
3. mechanical, electronic or electrical breakdown, failure, breakage or derangement of the Insured property unless following an accident or misfortune not otherwise excluded
4. loss of or damage to:
 - 4.1 cash, bank and currency notes, coins, credit card vouchers, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind;
 - 4.2 property outside the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi and Mozambique;
 - 4.3 property otherwise insured or which would, but for the existence of this Section, be insured by any other insurance except in respect of any excess beyond the amount which would have been payable under such other insurance, had the insurance under this Section not been effected;
 - 4.4 livestock, pedigreed animals and game;
5. consequential loss of any kind, delay, loss of market, depreciation or changes brought about by natural causes;

6. loss or damage if such loss or damage occurs whilst in the custody or control of any carrier which is not appropriately licenced and registered to provide this service in accordance with all laws and regulations of the country and/or local municipality.

Basis of valuation (as stated in the Schedule of insurance)

The amount claimed shall be calculated as follows:

1. in respect of new goods:
 - 1.1 the replacement value of the property by similar property in a condition equal to, but not better nor more extensive than its condition when new;
 - 1.2 or the cost price (invoice value) of the property at original purchase price as evidenced by the invoice, together with freight, duties and other transit-related expenses incurred;
2. in respect of goods that are not new:
 - 2.1 the market value of the goods immediately before the Insured event; or
 - 2.2 the repair of the property to a condition substantially the same as, but not better than, its condition immediately before the Insured event.

Specific extensions and clauses

1. Breakdown or damage

In the event of breakdown of or damage to the means of conveyance during transit or if, for any reason beyond the Insured's control, the property is endangered, nothing contained herein shall debar the utilisation of any other form of transport to assist completion of the transit and the insurance afforded shall not be affected thereby;

PROVIDED THAT:

1. the Insurer's liability for such additional costs will not exceed R20 000 (twenty thousand rand) per event;
2. the Insured shall provide the Insurer with all relevant and supporting documentation relevant to the costs incurred on request.

2. Clearing up and removal of debris costs

The insurance under this Section includes costs necessarily incurred by the Insured in respect of the clearing up and removal of debris following damage to the means of conveyance or to the property thereon, not exceeding R20 000 (twenty thousand rand) in respect of any one Defined Event.

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

3. Conveyance

Means of conveyance shall be deemed to be by road, rail or air.

4. First amount payable

The Insured shall be responsible for the first amount payable stated in the Schedule in respect of each and every Defined Event except for a claim resulting from fire, lightning or explosion.

5. Limit of liability

The liability of the Insurer for all loss or damage arising from any one Defined Event shall not exceed the Sum Insured stated in the Schedule.

6. Other means of transport (if stated in the Schedule to be included)

Where the means of conveyance is by specified vehicle, the insurance under this Section shall apply to property on any vehicle temporarily used in place thereof while a specified vehicle is undergoing repair or servicing, which replacement vehicle is not the property of the Insured or leased or hired by them under a lease or suspensive sale agreement.

7. Period in Transit

Transit shall be deemed to commence from the time of moving the property described in the Schedule at the consignor's premises (including carrying to any conveyance and loading thereon), continue with transportation to the consignee (including temporary storage not exceeding 96 (ninety six) hours in the course of the journey) and end when off-loaded and delivered at any building or place of storage at the consignee's premises.

8. Property

Property shall be deemed property usual to the Insured's business including ropes, tarpaulins and packaging materials in connection with the transit.

9. Riot and strike extension (if stated in the Schedule to be included)

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein this Section is extended to cover loss or damage directly occasioned by or through or in consequence of:

- 9.1 civil commotion, labour disturbances, riots, strikes or lockout;
- 9.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 9.1 above.

Provided that this extension does not cover:

- 1. Loss or damage occurring in the Republic of South Africa & Namibia.
- 2. Consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
- 3. Loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.
- 4. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- 5. Loss or damage related to or caused by any occurrence referred to in General Exception 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 and 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Insurer alleges that by reason of provisos 1, 2, 3, 4 or 5 loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

10. Refusal

If any consignee shall refuse to accept property consigned, transit shall be deemed to continue and the insurance in respect of such property shall continue in force until the property is delivered at the premises of the consignor by any means of conveyance;

PROVIDED THAT:

the Insured shall take all reasonable steps to ensure that the property is returned as soon as is reasonably possible.

ACCIDENTAL DAMAGE

Defined Events (i)

Accidental physical loss of or damage to the Insured property at or about the premises not otherwise insured or for which insurance is available and described (whether incorporated in this Policy or not) in terms of any section (other than Business All Risks) listed in the index of this Policy.

The amount payable for all loss or damage arising out of one original cause or source shall not exceed the sum stated and notwithstanding General Condition 2, this section shall not be called into contribution for any Defined Event for which more specific insurance has been arranged.

Specific Exceptions

The Insurer shall not be liable for:

1. any peril excluded or circumstance precluded from any other insurance available from the Insurer at inception hereof or for any excess payable by the Insured under such insurance, or for any reduction of amount payable under any claim due to the application of average;
2. more than the individual value of any item forming part of a pair, set or collection without regard to any special value such item may have as part of such pair, set or collection;
3. unexplained disappearance or shortage only revealed during or after an inventory or errors or omissions in receipts, payments or accounting, or misfiling or misplacing of information;
4. loss of or damage to insured property caused by:
 - 4.1 any fraudulent scheme, trick, device or false pretence practised on the Insured (or any person having custody of the Insured property) or fraud or the dishonesty of any principal or agent of the Insured;
 - 4.2 overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure. This exception applies only to vessels, pipes, tubes or similar apparatus;
 - 4.3 breakdown, electrical, electronic and/or mechanical derangement;
 - 4.4 altering, bleaching, cleaning, dyeing, manufacture, repair, restoring, servicing, renovating, testing or any other work thereon;
 - 4.5 fault or defect in its design, formula, specification, drawing, plan, materials, workmanship or professional advice, normal maintenance, gradual deterioration, depreciation, corrosion, rust, oxidation or other chemical action or reaction, frost, change in temperature, expansion or humidity, fermentation or germination, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, pollution, change in colour, flavour, texture or finish or its own wear and tear;
 - 4.6 denting, chipping, scratching or cracking not affecting the operation of the item;
 - 4.7 termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions or the action of light;
5. settlement or bedding down, ground heave or cracking of structures or the removal or weakening of support to any insured property;
6.
 - 6.1 loss of or damage to chemicals, oils, liquids, fluids, gases or fumes due to leakage or discharge from its container;
 - 6.2 loss or damage resulting from leakage or discharge of chemicals, oils, fluids, gases or fumes;
7. failure of and/or the deliberate withholding and/or lack of supplies of water, steam, gas, electricity, fuel or refrigerant;
8. collapse of plant and machinery, buildings and structures (other than shelving or storage platforms).

Definition

Insured Property

Any tangible property belonging to the Insured or held in trust or on commission for which they are legally responsible other than:

1. current coin (including Kruger rands and similar coins), bank and currency notes, travellers and other cheques, money and postal orders, credit card vouchers, and other certificates, documents or instruments of a negotiable nature;

Insured Property (cont.)	2. furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art; 3. property in transit by air, inland waterway or sea; 4. railway locomotives, rolling stock and other railway property, aircraft, watercraft, mechanically or electrically propelled vehicles, motorcycles, mobile plant, caravans and trailers; 5. standing or felled trees, crops, animals, land (including topsoil, backfill, drainage and culverts), driveways, pavements, roads, runways, dams, reservoirs, canals, pipelines (external to the premises), tunnels, cables (external to the premises), cableways, bridges, docks, jetties, wharves, piers, excavations, property below the ground or explosives; 6. electronic data-processing equipment and external data media (punch cards, tape discs and the like) and the information they contain; 7. property in the course of construction, erection or dismantling including materials or supplies related thereto; 8. property in the possession of customers under lease, rental, credit or suspensive sale agreements; 9. glass, china, earthenware, marble and other fragile or brittle objects.
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Defined Events (ii) (if stated in the Schedule to be included)

Accidental physical loss of or damage to the Insured property caused by discharge or leakage from tanks, pipes or apparatus of chemicals, medical containers, oils, liquids, fluids, gases or fumes (including loss of such chemicals, oils, liquids, fluids, gases or fumes) other than loss or damage resulting from wear and tear or other gradually operating causes of the tanks, pipes, apparatus or medical containers.

Specific Conditions (applicable to Defined Event (i))

1. First loss average (if stated in the Schedule to be included)

If, at the time of any loss or damage arising, the total value of the property described by each item does not exceed the sums stated in the Schedule then this insurance shall be declared free of average, but if the total value of such property shall be greater than the aforementioned sums, the Insured shall be considered as being their own Insurer for the difference and the Insurer shall be liable only for such proportion of the first loss Sum Insured as the aforementioned sums shall bear to the total value not exceeding in all the total Sum Insured by each item.

2. Excluded property (if stated in the Schedule to be included)

The property listed in the Schedule is added to the excluded property in the definition of insured property.

3. Reinstatement (if stated in the Schedule to be included)

The basis upon which the amount payable is to be calculated following a Defined Event to buildings, plant and machinery shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to nor more extensive than such insured property when new, provided that:

- 3.1 the work of replacement or reinstatement (which may be carried out on another site and in any manner suitable to requirements of the Insured subject to the liability of the Insurer not being thereby increased) must be commenced and carried out with reasonable despatch otherwise no payment beyond the amount that would have been payable if this memorandum had not been incorporated in this section shall be made;
- 3.2 the Insurer shall not be liable for any payment beyond the amount that would have been payable if this memorandum had not been incorporated in this section, until expenditure has been incurred by the Insured in replacing or reinstating the lost or damaged insured property;
- 3.3 if, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the Insured property had been lost or damaged exceeds the Sum Insured thereon on the occurrence of a Defined Event, the Insured shall be considered his own Insurer for the difference and shall bear a rateable share of loss accordingly.

Each item, if more than one, to which this memorandum applies shall be separately subject to this provision;

3.4 this memorandum shall not apply if:

- 3.4.1 the Insured fail to intimate to the Insurer within six months of the Defined Event or such further time as the Insurer may allow in writing their intention to replace or reinstate the lost or damaged insured property;
- 3.4.2 the Insured are unable or unwilling to replace or reinstate the lost or damaged insured property on the same or another site.

Clauses and extensions

Additional costs clause

In respect of buildings, plant and machinery insured, the Sum Insured includes:

1. any costs incurred, due to the necessity to comply with building or other regulations of any public authority, in repair or reinstatement following a Defined Event, provided that such costs do not include:
 - 1.1 anything for which notice had been served on the Insured prior to the Defined Event;
 - 1.2 anything connected with undamaged property or undamaged portions of property;
 - 1.3 rates, taxes, duties, development and other charges payable under the said regulations due to capital appreciation of the Insured property;
2. fees for the examination of municipal or other plans;
3. costs incurred in the necessary demolition, removal of debris (including undamaged contents) and the erection and maintenance of hoardings during demolition and rebuilding;
4. the professional fees of architects, quantity surveyors and other consultants and the Sum Insured on all insured property includes;
5. charges levied by any authorised fire brigade for their services, but the Insurer shall not be liable under 1, 2, 3 and 4 unless the lost or damaged property is replaced or reinstated without undue delay nor under 4 for any expenses in connection with the preparation of the Insured's claim.

Further, the Insurer shall not be liable under 3 for any costs or expenses:

1. incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site;
2. arising from pollution or contamination of property not insured by this Policy/section.

Mortgagees clause

From the date of notification, the Insurer accepts the interest of a mortgagee or others with an insurable interest in the Insured property and will not prejudice such interest due to the act or omission of the mortgagor without the mortgagee's knowledge, provided that the mortgagee advises the Insurer as soon as such act or omission comes to his knowledge and agrees to be responsible for any additional premium resulting from the Insurer assuming any increased hazard.

Railway and other subrogation clause

The Insured shall not be prejudiced by signing the "Transnet Cartage (Hazardous Premises) Indemnity" or other special agreements with Transnet Administration regarding private sidings or similar agreements with other government bodies.

Restricted cover clause

The insurance in respect of documents, manuscripts, business books, plans, designs, patterns, models, moulds and computer system records is limited to the value of the materials and the cost of labour for recreating and excludes any expenses in connection with the production of any information contained therein or the value of such information to the Insured.

Tenants clause

The Insured shall not be prejudiced by the act of any tenant in premises he owns or in which he is a co-tenant or of the owner of any premises of which he is a tenant, provided that the Insurer is notified as soon as he becomes aware of such act and he pays any additional premium resulting from the Insurer assuming any additional hazard.

BUSINESS ALL RISKS

Defined Events

Loss of or damage to the whole or part of the property described in the Schedule while anywhere in the world by any accident or misfortune not otherwise excluded.

Specific Exceptions

The Insurer shall not be liable for:

1. loss of or damage to property resulting from or caused by:
 - 1.1 theft from any unattended vehicle in the custody or control of the Insured or any principal, partner, director or employee of the Insured unless the property is contained in a completely closed and securely locked vehicle or the vehicle itself is housed in a securely locked building and entry to or exit from such locked vehicle or building is accompanied by forcible and violent entry or exit;
 - 1.2 its undergoing a process of cleaning, repair, dyeing, bleaching, alteration or restoration;
 - 1.3 inherent vice or defect, vermin, insects, damp, mildew or rust;
 - 1.4 the dishonesty of any principal, partner, director or employee of the Insured whether acting alone or in collusion with others;
 - 1.5 detention, confiscation or requisition by Customs or other officials or authorities;
 - 1.6 theft (or any attempt thereat) or damage from any contract site after normal business hours unless the property insured is contained in a securely locked building and the loss is accompanied by visible signs of physical damage to the building containing the property insured following forcible and violent entry into or exit from such building;
 - 1.7 theft or disappearance which is not identifiable with a specific incident;
2. wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded;
3. mechanical, electronic or electrical breakdown, failure, breakage or derangement unless caused by an accident or misfortune not otherwise excluded;
4. loss of or damage to cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind;
5. loss of or damage to goods consigned under a bill of lading.

Specific Conditions

Average

If the total value of property insured which is not separately and individually specified is, at the time of the happening of any loss or damage to such property, of greater value than the Sum Insured thereon, the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable share of the amount of the loss or damage. Each item of the Schedule covering such property shall be separately subject to this condition.

Replacement value condition

The basis upon which the amount payable is to be calculated shall be either the replacement of the property by similar property in a condition equal to, but not better nor more extensive than, its condition when new or the repair of the property to a condition substantially the same as, but not better than, its condition when new provided that if, at the time of replacement or repair, the sum representing the cost which would have been incurred in replacement if the whole of the property had been lost, destroyed or damaged beyond repair exceeds the Sum Insured thereon at the commencement of the loss or damage, then the Insured shall be considered as being their own Insurer for the difference and shall bear a rateable proportion of the loss accordingly.

Specific Clauses and Extensions

First amount payable

The Insured shall be responsible for the first amount payable stated in the Schedule in respect of each and every claim event.

Increase in cost of working extension (if stated in the Schedule to be included)

The insurance under this item is limited to expenditure not otherwise recoverable under this section, necessarily and reasonably incurred as a result of loss of or damage to property for which payment is made or liability therefore is admitted under this section, for the purpose of maintaining the normal operation of the business.

Losses as a result of remote blocking

1. If the Insured can demonstrate through video surveillance footage (or any other conclusive proof) that an attempt was made to lock the vehicle using the vehicle remote but that the locking mechanism was blocked by thieves using an electronic device, such evidence will be deemed to satisfy the forcible and violent entry or exit requirement for any loss out of the cab or boot of the vehicle;

PROVIDED THAT:

cover shall only apply to property that is separately and individually specified in the Schedule.

2. Where the Insured maintains that the vehicle was locked but no evidence of forcible and violent entry into or exit from the vehicle exists, cover may be considered;

PROVIDED THAT:

1. the police case number is supplied to the Insurer;
2. cover shall only apply to property that is separately and individually specified in the Schedule;
3. after deduction of the first amounts payable in the Schedule, the liability of the Insurer is further restricted to the Sum Insured shown on the Schedule.

Riot and strike extension (if stated in the Schedule to be included)

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein this Section is extended to cover loss or damage directly occasioned by or through or in consequence of:

- 9.1 civil commotion, labour disturbances, riots, strikes or lockout;
- 9.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 9.1 above.

Provided that this extension does not cover:

1. Loss or damage occurring in the Republic of South Africa & Namibia.
2. Consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
3. Loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.
4. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
5. Loss or damage related to or caused by any occurrence referred to in General Exception 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 and 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Insurer alleges that by reason of provisos 1, 2, 3, 4 or 5 loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

COMBINED PUBLIC LIABILITY (CLAIMS MADE BASIS)

Indemnity Agreement

The Insurer in consideration of the Insured having paid the premium and on the basis that any information provided in connection with any proposal or submission made to the Insurer shall be the basis of, and incorporated into, this contract, will, subject to the terms, Exceptions, Conditions, Endorsements, and limit of indemnity in respect of or applicable to this Section of the Policy, and after application of the Deductible, indemnify the Insured as hereinafter provided for in the Operative Sections against all sums that the Insured shall become legally liable to pay, arising from any claim first made against the Insured and notified to the Insurer during the Period of Insurance, in respect of Bodily Injury or loss of, or damage to, Property, including claimant's costs and expenses, which arises in connection with the Business and in respect of an Event after the Retroactive Date stated in the Schedule.

Memorandum

This Section forms part of the Policy and to the extent of any inconsistency between the General Exceptions, Conditions and Provisions of the Policy and this Section, the General Exceptions, Conditions and Provisions of the Policy will prevail.

Defence Costs

The Insurer will, subject to the Deductible, also pay:

1. All other costs, legal costs recoverable, charges and expenses incurred with the Insurer's prior written consent in respect of the investigation, defence or settlement of any Event giving rise to a claim or series of claims that may be the subject of indemnity under this Section of the Policy.
2. Legal representatives' fees incurred with the Insurer's prior written consent for representation of the Insured at:
 - 2.1 any coroner's inquest or fatal accident inquiry in respect of any death; or
 - 2.2 proceedings in any court of first instance arising out of any alleged breach of statutory duty resulting in Bodily Injury or loss of, or damage to, Property; which may be the subject of indemnity under this Section of the Policy.

It is understood and agreed that the Defence Costs, as set out above and for which the Insurer may agree to pay from time to time, shall not be in addition to the limit of indemnity stated in the Schedule. The Insurer's total liability to pay in accordance with the Indemnity Agreement all sums for which the Insured is legally liable to pay, claimant's costs and expenses and Defence Costs shall not exceed the limit of indemnity.

Definitions

The following specific definitions shall apply to the cover afforded to the Insured under this Section:

Bodily Injury	shall mean death, injury, illness, or disease; and injury may also include nervous shock, mental anguish or mental illness.
Business	is as described in the Schedule and shall also include: 1. the ownership, repair, maintenance or use of the Named Insured's premises; 2. the provision and management of canteen, social, sports and welfare organisations for the benefit of the Named Insured's employees; 3. the provision and management of security, fire, first aid and ambulance services; 4. private manual work, conducted with the consent of the Named Insured, for any director, partner, or senior official of the Insured by any employee.
Deductible	shall mean the amount stated in the Schedule, which shall be payable by the Insured for each Event in respect of all damages, claimant's costs and expenses and Defence Costs (including investigation costs other than the Insurer's own salary and other internal costs), before the Insurer shall be liable to make any payment under this Section of the Policy.

Employee	shall mean: 1. any person under a contract of employment or apprenticeship with the Named Insured: 1.1 any labour master or labour only sub-contractor or person supplied by any of them; 1.2 any self-employed person; 1.3 any person under a contract of employment or apprenticeship with another employer, and who is hired to, or borrowed by, the Insured; 1.4 any person participating in any government, or otherwise authorised work experience, training, study, exchange, or similar scheme; 1.5 any voluntary persons; while engaged in work for the Named Insured in connection with the Business.
Event	shall mean any one occurrence, or all occurrences of a series consequent upon, or attributable to, one originating cause including but not limited to one or more occurrences of Bodily Injury or Personal Injury or loss of or damage to Property, relating to the same fault in design, manufacture, instructions for use, packaging or labelling or attributable to the supply of the same Product or Products showing the same defect or the same action or failure to act, and shall be treated as one single occurrence, irrespective of the number of injured parties, actual claimants, potential or eligible claimants, and whether or not brought by class action or individually by the claimants concerned.
Insured	shall mean: 1. the first named party stated in the Schedule, hereinafter referred to as the Named Insured; 2. at the request of the Named Insured: 2.1 any subsidiary company of the Named Insured declared to the Insurer; 2.2 any director, partner or employee of the Named Insured, while acting on behalf of or in the course and scope of their employment or engagement by the Named Insured; 2.3 any officer, member, or employee, of the Named Insured's canteen, social, sports, welfare organisation, fire, first aid or ambulance services (but excluding medical practitioners while working in a professional capacity), in their respective capacities as such; 2.4 any director, partner, or senior official, of the Named Insured, in respect of private manual work conducted by any employee of the Insured for any such person, with the consent of the Named Insured; 2.5 any principal, in his capacity as such, for liability arising out of work performed for or on behalf of such principal by the Named Insured, in respect of liability for which the Named Insured would have been entitled to an indemnity under this Section of the Policy if the claim had been made against the Named Insured; 3. in the event of the death of the Named Insured, the personal representatives of the Named Insured in respect of liability incurred by the Named Insured.
Limit of indemnity	shall mean the total liability of the Insurer for all amounts payable in accordance with the Indemnity Agreement, and shall not exceed the amount stated in the Schedule. If an Event gives rise to a claim or a series of claims which form the subject of an indemnity under more than one Operative Section of this section of the Policy, the total amount of the Insurer's liability shall at all times be limited to the greatest limit of indemnity available under any one of the Operative Sections in this Section of the Policy affording indemnity for the claim or series of claims. The limit of indemnity shall be determined with reference to the Schedule, or such other limit as may apply by virtue of an Endorsement to, or specific sub-limit set out in this Section of the Policy.

Offshore work	shall mean embarkation onto a conveyance until disembarkation from such conveyance at the point of final departure for transport to and from an offshore installation or vessel, transit between or work on an offshore installation or vessel.
Personal Injury	shall mean Bodily Injury, invasion of the right to privacy, discrimination, libel, slander, defamation of character, wrongful arrest, detention, imprisonment, eviction or wrongful accusation of shoplifting.
Pollutants	shall mean any solid, liquid, gaseous, or thermal irritants, smoke, vapour, soot, fumes, acids, alkalis, chemicals, waste, or other substances or contaminants, bacteria, moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi); which actually or are alleged to adversely affect land, water, atmosphere, property, buildings, other structures, or people, animals, plants, and all other living organisms, or the general environment.
Pollution Hazard	shall mean: - actual, alleged, or threatened: - ingestion, inhalation, absorption, release, escape, discharge, dispersal, seepage of, contact with, or exposure to, Pollutants; - subsequent spread, migration, or movement of Pollutants following 1.1 above; - the costs of cleaning up, containing, treating, detoxifying, neutralising, removing, monitoring of, or testing for, Pollutants and their effects, whether or not these are performed by the Insured or third parties.
Product	shall mean any goods (including packaging, containers, labeling, instructions or advice, provided in connection therewith): - sold, supplied or distributed by or on behalf of the Named Insured; - erected, repaired, serviced, altered, treated or installed by the Named Insured; in the course of the Business, and which have left the care, custody or control of the Named Insured.
Property	shall mean tangible property, except in Section 1 of this Section of the Policy where it includes rights of light, air, and water but, for the avoidance of doubt, shall not include information (including electronically stored information), intellectual property, or intangible property rights of any kind, or any value therein.
Pure Financial Loss	shall mean any pecuniary or economic loss or expense.
Retroactive Date	shall mean the date stated in the Schedule.
System Failure	shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the property of the Insured) caused by: - the response of a Computer to any date or date change; or - the failure of a Computer to respond to any date or date change; or - any loss of, damage to, change or corruption in, data or software on a Computer or Computer system; or any Computer virus, or hacking into or degradation of, or breach of security in, or denial of access to, a Computer, Computer system, or Website. Computer includes computer hardware, computer software, microchip, microprocessor, any electronic equipment, and any device that gives or receives electronic instructions or information.

Sub-Section 1 – Public Liability

This Sub-section shall indemnify the Insured in accordance with the Indemnity Agreement for:

1. Personal Injury to any person;
2. Loss of, or damage to, Property;
3. Obstruction, loss of amenities, trespass, nuisance, or interference with any right of way, light, air, or water;

in respect of an Event after the Retroactive Date, occurring within the Geographical Limits defined below, and arising from any claim first made against the Insured and notified to the Insurer during the Period of Insurance.

The Insurer's total liability under this Operative Section of the Policy to pay all sums for which the Insured is legally liable, including claimant's costs and expenses relating to any claimant or number of claimants in respect of an Event, and Defence Costs, shall not exceed the limit of indemnity stated in the Schedule.

However, where the limit of indemnity states "in the annual aggregate", the Insurer's total liability for all claims arising in any one Period of Insurance shall be limited to the stated amount irrespective of the number of Events giving rise to such claims.

Geographical Limits

Shall mean for the purposes of this Sub-section:

1. 1. The Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini (formerly Swaziland), Zambia, Zimbabwe, Mozambique and Malawi;
2. Elsewhere in the World excluding United States of America and/or Canada and/or their possessions or protectorates but only in connection with the Business executed by the Insured at or from any premises situated in any of the countries specified in 1. above.

Exclusions applicable to Sub-section 1 only

Notwithstanding anything to the contrary contained within this Policy, the Insurer shall not indemnify the Insured under this Sub-section against liability:

1. for loss of, or damage to, Property belonging to, or in the care, custody, or control, of the Insured other than:
 - 1.1 employees' or visitors' personal effects;
 - 1.2 any premises (including contents), not being premises leased or rented to the Insured, which are temporarily occupied by the Insured for the purpose of carrying out work in or to such premises, but always excluding damage to Property being worked upon and arising out of such work;
2. arising from the ownership, possession, or use by or on behalf of the Insured or an employee of the Insured, of:
 - 2.1 any mechanically-propelled vehicle or attached trailer, whilst in use in circumstances where compulsory insurance or security is required by any road traffic legislation, but this exception shall not apply to liability caused by:
 - 2.1.1 the loading or unloading of any such vehicle or trailer, arising beyond the limits of any carriageway or thoroughfare;
 - 2.1.2 any self-propelled mechanical plant, or any machinery or apparatus attached to any other vehicle, whilst used as a tool of trade, other than in circumstances where such liability is governed by any road traffic legislation requiring compulsory insurance or security;
 - 2.2 any aircraft or other aerial device, hovercraft, watercraft, or offshore installation but this exception shall not apply to liability caused by:
 - 2.2.1 hand propelled watercraft or sailing craft not exceeding 8m (eight meters) in length; or
 - 2.2.2 watercraft not exceeding 25m (twenty five meters) in length, not owned by the Insured but used by the Insured for business entertainment purposes, with the exception of racing or trials; provided always that the Insured is not entitled to indemnity under any other Policy
3. arising from any Product, other than food or drink provided for consumption on the Insured's premises.
4. consequent upon injury or damage after the completion and handing over of any work and caused by or through or in connection with any defect or error or omission from such work.

Clauses and Extensions applicable to Sub-section 1 only

Subject to all the terms, Exceptions, Conditions and Endorsements relating to this Section of the Policy, the Insured shall be indemnified as below. The total of all payments made under these extensions shall be part of and not in addition to the Limit of Liability. The extensions are also subject to the Deductible as stated in the Schedule.

1. Automatic Acquisitions

The indemnity afforded by this Sub-section of the Policy shall apply automatically to all operations including premises, acquired, established or created during the Period of Insurance, provided always that:

- 1.1 the Insured notifies the Insurer in writing with full underwriting information:
 - 1.1.1 within 90 (ninety) days for new acquisitions where annual turnover is not more than 15% (fifteen percent) of the Insured's last published annual turnover figure and there is no material alteration to the Business or risk;
 - 1.1.2 as soon as practicable for new acquisitions other than as detailed in 1.1.1 above;
 - 1.1.3 at the beginning of any new Period of Insurance if this is earlier than 1.1.1 or 1.1.2 above;
- 1.2 turnover for any new acquisitions shall be declared in accordance with Specific Policy Condition 1 where this Sub-section of the Policy is written on an adjustable basis;
- 1.3 the Insurer reserves the right to:
 - 1.3.1 establish a separate rate and premium and if appropriate terms where the Sub-section of the Policy is written on a nonadjustable basis and the total annual turnover of the new acquisitions represents an increase in turnover greater than 15% (fifteen percent) of the estimate provided at the beginning of the Period of Insurance; or
 - 1.3.2 accept or deny coverage at the time of notification and to establish a separate rate and premium and if appropriate terms for any such coverage where the new acquisition represents a material alteration to the Business or risk.

2. Cross Liability

If the Insured comprises more than one party, the Insurer will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each; provided that the total liability of the Insurer for all liability sustained by any or all of the Insured's shall not exceed the limit of indemnity stated in the Schedule applicable to this Sub-section of the Policy.

3. Damage to leased or rented premises

Notwithstanding Exception 1 to this Section, the indemnity provided under this Section shall extend to include liability for accidental loss of, or damage to, premises (including fixtures or fittings) leased or hired by, or rented to, the Insured under a written contract or agreement, but this extension shall not apply to liability:

- 3.1 assumed by the Insured under such contract or agreement, which would not have attached in the absence of such contract or agreement, unless agreed to in writing by the Insurer;
- 3.2 for fire or any other peril against which such contract or agreement requires that insurance is effected;
- 3.3 arising out of breach of any term, condition, or warranty, under any other applicable insurance Policy.

4. Liability by agreement

This Sub-section shall also indemnify the Insured against liability assumed by the Insured under any contract entered into with or given to any rail service provider, government or quasi-government departments, provincial administrations, municipalities and/or similar bodies covering the use of railway sidings or in respect of cartage (hazardous premises) agreements and/or agreements of a similar nature.

5. Movement of motor vehicles

Notwithstanding the Exceptions applicable to Sub section 1 and anything else to the contrary in this Sub-section of the Policy and risks insured under the Road Accident Fund Act 56 of 1996 (and/or as amended), this Sub-section is extended to include liability arising through or in connection with the moving of any motor vehicle, trailer or caravan (not being the property of the Insured) by any person being an employee or acting on the Insured's behalf, provided that such movement of motor vehicles, trailers or caravans is undertaken to facilitate the carrying on of the Business.

6. Security Firms

Notwithstanding Specific Policy Exception 2 of this Sub-section, if in terms of a contract with a security firm engaged to protect the Insured's Property or persons in the course of the Business of the Insured, the Insured becomes legally liable for the acts or omissions of the employees of the security firm in the course of their employment, then this section includes such legal liability to the extent that indemnity would have been granted under Section 1, had the said employees been under a contract of service to the Insured and not the security firm, but not exceeding the limit of indemnity stated in the Schedule.

If, at the time of an Event giving rise to a claim under this Sub-section, the security firm is entitled to an indemnity under any other Policy in respect of the same Event, the Insurer shall not be liable to make any payment except in respect of any amount above the amount payable under such other Policy.

7. Spread of fire

The Insured will be indemnified against loss of or damage to Third Party Property as a result of spread of fire from the Insured property;

PROVIDED THAT:

1. the limit of indemnity shall not exceed R5 000 000 (five million rand) any one event; or
2. the Public Liability limit stated in the Schedule, whichever is the lesser.

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

8. Statutory legal defence costs

The Insurer will pay legal costs incurred by the Insured or at the Insured's request by any director, partner (where the Insured is a partnership) or employee of the Insured for the defence of a prosecution (including an appeal against a conviction) for a breach of statute or amending legislation with similar intent enacted within South Africa, committed or alleged to have been committed during the period of insurance in the course of the Business;

PROVIDED THAT:

1. the prosecution arises out of an event which is the subject of this Sub-Section;
2. the Insurer will not be liable for fines or penalties of any kind;
3. the Insured is not entitled to indemnity under any other Policy;
4. the proceedings are not consequent upon any deliberate act or omission by:
 - 4.1 the Insured;
 - 4.2 any director or partner of the Insured;
 - 4.3 any employee with any specific responsibility for compliance with any legislation which could reasonably have been expected to constitute a breach of the said legislation;
5. the Insurer will not pay more than R150 000 (one hundred and fifty thousand rand).

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

9. Wrongful arrest and defamation

The Insurer will also pay for costs:

- 9.1 resulting from wrongful arrest (including assault in connection with such wrongful arrest); and
- 9.2 in respect of defamation;

PROVIDED THAT:

the Insurer will not be liable to pay more than R100 000 (one hundred thousand rand) per any one event.

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

Sub-Section 2 – Products Liability and Defective Workmanship Liability (if stated in the Schedule to be included)

Products Liability

The Insurer will indemnify the Insured in respect of Defined Events happening anywhere within the Geographical Limits as defined below, elsewhere than at premises occupied by the Insured, and caused by goods or products (including containers and labels) sold or supplied (including wrongful delivery and delivery of incorrect goods) by the Insured in connection with the Business.

The amount payable under this Sub-Section, inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants, and all other costs and expenses incurred with the Insurer's consent, for any one event or series of events with one original cause or source or during any one (annual) period of insurance, will not exceed in the **aggregate the limit of indemnity** for this Sub-Section stated in the Schedule.

Geographical Limits (applicable to Products Liability only)

For the purposes of this Sub-Section:

1. the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Mozambique and Malawi or in connection with Offshore work within the Continental Shelf around those countries;
2. elsewhere in the world excluding United States of America and/or Canada and/or their possessions or protectorates but only in connection with the business executed by the Insured at or from any premises situated in any of the countries specified in 1. above.

Specific Exceptions (applicable to Sub-Section 2 – Products Liability only)

Notwithstanding anything to the contrary contained within this Policy, the Insurer will not indemnify the Insured under this Sub-Section against liability:

1. for the cost of repair, alteration, recall or replacement of the goods or products (including containers and labels) causing injury or damage;
2. for the cost of demolition, breaking out, dismantling, delivery, rebuilding, supply and installation of the goods or products (including containers and labels) and any other property essential to such repair, alteration or replacement unless physically damaged by the goods or products;
3.
 - 3.1 arising from defective or faulty design, formula, plan or specification, but if the Insured is a retailer this Specific Exception does not apply if the Insured's activities are wholly restricted to sales, distribution and/or marketing (including any marketing advisory service accompanying the products) of the product, and the Insured's activities do not include final preparation which means repackaging, packing, labeling, cleaning or provision of operating instructions prior to sale to the Insured's original customers, nor include any enhancement, amendment or alteration to the product;
 - 3.2 arising from inefficacy or failure to conform to specification, unless such inefficacy or failure is due to negligence in the following of such specification
4. arising from goods or products intended to be installed and installed in, or intended to form part of and forming part of, an aircraft;
5. in respect of injury or damage happening in the United States of America or Canada caused by or through or in connection with any goods or products sold or supplied by or to the Insured, if such goods or products have, to the Insured's knowledge, been exported to the United States of America or Canada by or on the Insured's behalf.

Clauses and Extensions (applicable to Sub-section 2 only – Products Liability only)

Subject to all the terms, Exceptions, Conditions and Endorsements relating to this Section of the Policy, the Insured shall be indemnified as below. The total of all payments made under these extensions shall be part of and not in addition to the Limit of Liability. The extensions are also subject to the Deductible as stated in the Schedule.

Automatic Acquisitions

The indemnity afforded by this Sub-section of the Policy shall apply automatically to all operations including premises, acquired, established or created during the Period of Insurance.

Provided always that:

1. the Insured notifies the Insurer in writing with full underwriting information:
 - 1.1 within 90 (ninety) days for new acquisitions where annual turnover is not more than 15% (fifteen percent) of the Insured's last published annual turnover figure and there is no material alteration to the Business or risk;
 - 1.2 as soon as practicable for new acquisitions other than as detailed in 1.1 above;
 - 1.3 at the beginning of any new Period of Insurance if this is earlier than 1.1 or 1.2 above;
2. turnover for any new acquisitions shall be declared in accordance with Specific Policy Condition 1 where this Sub-section of the Policy is written on an adjustable basis;
3. the Insurer reserves the right to:
 - 3.1 establish a separate rate and premium and if appropriate terms where the Sub-section of the Policy is written on a nonadjustable basis and the total annual turnover of the new acquisitions represents an increase in turnover greater than 15% (fifteen percent) of the estimate provided at the beginning of the Period of Insurance; or
 - 3.2 accept or deny coverage at the time of notification and to establish a separate rate and premium and if appropriate terms for any such coverage where the new acquisition represents a material alteration to the Business or risk.

Defective Workmanship

The Insurer will indemnify the Insured in accordance with the Defined Events for:

1. resultant loss of or damage to Third Party property following defective workmanship to such property worked upon in connection with the business;
2. the amount payable under this Sub-Section, inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants and all other costs and expenses incurred with the Insurer's consent, for any one event or series of events with one original cause or source or during any one (annual) period of insurance, will not exceed in the aggregate the limit of indemnity for this Sub-Section as stated in the Schedule.

Specific Exceptions (applicable to Sub-Section 2 - Defective Workmanship only)

Notwithstanding anything to the contrary contained within this Policy, the Insurer will not indemnify the Insured under this Sub-Section against liability:

1. for the cost of rectifying or recalling defective work;
2. arising from inefficacy of such work or because the work did not produce the result anticipated or claimed;
3. arising prior to the handing over of such work;
4. arising from defective design;
5. arising from any work on any aircraft or part thereof.

Specific Policy exceptions (applicable to Sub-sections 1 and 2)

In addition to General Exceptions of this Policy, and notwithstanding anything to the contrary contained within the Policy, the Insurer shall not be liable to indemnify the Insured under Sub-sections 1 and 2 of this Section of the Policy against any liability.

1. Advertising

Arising out of any form of defamation or from malicious falsehood:

- 1.1 made by, or at the direction of, the Insured, with knowledge of the falsity thereof, or
- 1.2 related to advertising, publishing, broadcasting, or telecasting activities, conducted by or on behalf of the Insured.

2. Contractual Liability

That is assumed by the Insured under a contract or agreement, unless such liability would have attached to the Insured in the absence of the said contract or agreement.

This exception shall include any liability that:

- 2.1 arises under any penalty clause or in respect of fines or liquidated damages; or
- 2.2 arises out of the sole negligence of third parties; or
- 2.3 attaches by virtue of any waiver of subrogation rights against third parties; or
- 2.4 arises by reason of Personal Injury to any employee of third parties; Unless, once again, such liability would have attached to the Insured in the absence of the said contract or agreement.

3. Deliberate Acts

Arising out of Personal Injury or loss of or damage to Property resulting from, whether directly or indirectly, a deliberate act or omission on the part of the Insured or any of its employees.

4. Efficacy

Arising out of the failure of a Product, or any part thereof, to fulfill the purpose for which it was intended, or to perform as specified, warranted, or guaranteed; but this Exception shall not apply to consequent Bodily Injury or loss of, or damage to, Property.

5. Employee

For Bodily Injury sustained by an employee, which arises out of and/or in the course of his employment or engagement by the Insured or any liability attaching to the Insured by virtue of any Workmen's Compensation, Unemployment Compensation or disability benefits law or any similar law or regulation.

6. Fines penalties and punitive

For fines, penalties, punitive damages, or exemplary damages.

7. Jurisdiction

Arising out of Personal Injury or any loss of, or damage to, Property, in respect of judgments delivered or obtained in the first instance other than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and Eswatini (formerly Swaziland).

8. Pollution

Arising directly or indirectly from any Pollution Hazard arising:

- 8.1 in the United States of America and/or Canada and/or their respective possessions or protectorates;
- 8.2 elsewhere in the World, other than in those countries or territories referred to in 8.1 above, except where the Pollution Hazard results from a sudden, accidental, unexpected, and unintended, identifiable incident that takes place in its entirety at a specific identifiable time and place during the Period of Insurance,

provided that, the indemnity granted shall not extend to Events arising directly or indirectly from any Pollution Hazard that involves bacteria, moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi). Provided further that the total indemnity payable shall be the limit of indemnity for Sub-section 1.

9. Professional Services

Arising out of any act, error, or omission, in the provision for a fee of any advice, design services, instructions, or specification, but this Exception shall not apply to first aid activities.

10. Pure financial loss

For Pure Financial Loss, unless such Pure Financial Loss is a direct result of Personal Injury or loss of, or damage to, Property, for which indemnity is provided by this Section of the Policy.

11. Recall

Arising out of recalling, removing, repairing, replacing, reinstating, or the cost of, or reduction in value of, any Product, if such liability arises from any defect therein or the harmful nature or unsuitability thereof.

12. Retroactive Date

Arising out of or relating to any Event which occurs prior to the Retroactive Date.

13. System Failure

Associated with, or caused by, a System Failure, if a System Failure forms an identifiable element in the chain of events from which the liability arises, whether or not it is the proximate cause of the liability.

14. Toxic Substances

Arising directly or indirectly from the manufacture, supply, installation, storage, ownership, possession, handling, use, repair, removal, stripping, dismantling, or disposal, of lead, formaldehyde, or polychlorinated bisphenols, or other materials, which the Insured knows, or has reason to suspect, contains lead or formaldehyde or polychlorinated bisphenols.

15. Vibration/Support

Arising out of Personal Injury or loss of or damage to Property resulting from, whether directly or indirectly the intentional removal of support of any Property.

Specific Policy conditions (applicable to Sub-sections 1 and 2)

In addition to General Conditions of this Policy, the following Specific Policy conditions appearing below, the Specific Conditions shall take precedent in respect of this Section of the Policy.

1. Adjustments

Where the premium is calculated on the statements and estimates furnished by the Insured, it is a requirement that the Insured shall:

- 1.1 keep an accurate record of all relevant particulars and at any reasonable time allow the Insurer to inspect such record;
- 1.2 within one month of the expiry of each Period of Insurance furnish to the Insurer such information as the Insurer requires for such expired period and the premium for such period shall thereupon be adjusted by the Insurer and the difference be paid by, or allowed to, the Insured as the case may be subject to any agreed minimum premium.

2. Alteration of Risk

The Insured shall give the Insurer immediate written notice of any alteration which materially affects the risk insured, and the Insurer shall not be under any obligation to indemnify the Insured in respect of any claim(s):

- 2.1 until the Insurer has agreed in writing to accept the altered risk; and
- 2.2 the Insured has paid or agreed to pay any additional premium required by the Insurer.

3. Amendment

No amendment to this Policy shall be effective other than by way of a written endorsement issued and signed by the Insurer to the Policy.

4. Claims Control

The Insurer shall be entitled, at its own discretion, to take over and conduct in the name of the Insured the defence or settlement of any claim, and prosecute at its own expense, and for its own benefit, any claims for indemnity or damages against any other persons.

5. Claims Co-operation

It shall be a condition precedent to liability that in respect of any circumstance notified to the Insurer or any claim itself, the Insured shall:

- 5.1 provide the Insurer with such particulars and information as the Insurer may require, immediately on request;
- 5.2 forward to the Insurer any communication, court process or documentation, or any other documents received relating to such circumstance or claim immediately on receipt;
- 5.3 give to the Insurer all information and assistance required as soon as practicable, and, where the Insurer has conduct of proceedings, within such time limits as are specified by the Insurer's legal representatives;
- 5.4 make no admission of liability, payment, offer or promise of payment, or agree to compromise or indemnify or waive any right of subrogation or recovery, without the express prior written consent of the Insurer.

6. Deductible

The Deductible shall be subject to the following provisions:

- 6.1 Where the Insurer has incurred expenditure in the defence and/or settlement of any claim the Deductible shall be payable in whole or in part:
 - 6.1.1 at any stage when in respect of a claim sums have been paid in respect of damages, claimant's and expenses and/or Defence Costs and loss adjusting expenses; or
 - 6.1.2 at the settlement or closure of any claim; or
 - 6.1.3 where at its own discretion the Insurer so requires.
- 6.2 The Insurer may at its own discretion, or where it is statutorily obliged to do so, pay sums falling within the Deductible to effect a settlement of any claim or potential claim, and, upon notification that such a payment has been made, the Insured shall immediately reimburse the Insurer for the payment.
- 6.3 The terms of this Policy, including without limitation those governing the Insurer's rights in relation to the conduct and defence of claims and the Insured's duties in the event of a claim, shall not be affected or modified in any way by the existence or application of the Deductible.

7. Discharge of liability

The Insurer may at any time, at its own discretion, pay to the Insured the limit of indemnity under this Policy, or any lesser sums for which any claim(s) can be settled, and the Insurer, after the deduction of any sum(s) already paid in connection with such claim(s), shall not be under further liability, except for the payment of Defence Costs and expenses already agreed and incurred. Provided that in the event of any claim(s) or series of claims resulting in a liability of the Insured to pay in excess of the limit of indemnity, the Insurer's liability by virtue of a judgment or settlement for such costs and expenses, shall not exceed an amount being in the same proportion as the limit of indemnity bears to the total payment made by or on behalf of the Insured in settlement of the claim(s).

8. Law

This Policy is subject to and shall be interpreted in accordance with the law of the Republic of South Africa.

9. Observance of Terms

The Insured shall abide by and fulfill all terms, Conditions and Endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured. The truth of the statements, answers, and information, supplied in connection with this Policy shall be a condition precedent to any liability of the Insurer to indemnify the Insured.

10. Offset of premium

The Insurer shall be entitled, at its own discretion, to deduct from sums due to be paid in respect of claims admitted by the Insurer under Sections 1 and 2 of this Section of the Policy, any sums owed to the Insurer by the Insured in respect of Premium(s) due under this Policy.

11. Standard extended reporting period

If this Section of the Policy is not renewed or is cancelled, then the Insured shall have 31 (thirty one) days beyond the expiry date of the Period of Insurance in which to notify the Insurer of any formal claim and/or writ and/or other demand for Compensation or court process received prior to the expiry date of this Section of the Policy for any Event which happened after the Retroactive Date and within the Period of Insurance.

Special extended reporting period option (which must be exercised by the Insured in writing in the event of non-renewal)

At the option of the Insured, which option must be exercised within 31 (thirty one) days of non-renewal of this Section of the Policy, and payment of the additional premium required by the Insurer within 31 (thirty one) days, in respect of the period within which any claim or circumstance that may give rise to a claim in terms of this Section of the Policy is to be reported in terms of General Policy Condition 6 (Claims), the Insurer agrees that notice given within 36 (thirty six) months (hereinafter referred to as the Special Extended Reporting Period Option) immediately following the expiry (non renewal) of this Section shall be regarded as having been reported on the last day preceding the expiry (non renewal).

EMPLOYERS' LIABILITY (CLAIMS MADE BASIS)

Defined Events

Damages which the Insured shall become legally liable to pay consequent upon death of or bodily injury to or illness of any person employed under a contract of service or apprenticeship with the Insured, which occurred in the course of and in connection with such person's employment by the Insured within the territorial limits and on or after the retroactive date shown in the Schedule, and which results in a claim or claims first being made against the Insured in writing during the period of insurance.

Limit of indemnity

The amount payable, inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants, and all other costs and expenses incurred with the Insurer's consent for any one event or series of events with one original cause or source, shall not exceed the limit of indemnity stated in the Schedule.

Territorial limits

Worldwide (excluding the USA and Canada operations), but not in connection with:

1. any business executed by the Insured at or from premises outside
or
2. any contract for the performance of work outside the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini (formerly Swaziland), Zambia, Zimbabwe, Mozambique and Malawi.

Specific Exceptions

This section does not cover:

1. liability assumed by the Insured under any contract, undertaking or agreement where such liability would not have attached to the Insured in the absence of such contract, undertaking or agreement;
2. liability for disease or impairment attributable to a gradually operating cause which does not arise from a sudden and identifiable accident or event;
3. fines, penalties, punitive, exemplary or vindictive damages;
4.
 - 4.1 damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and Eswatini (formerly Swaziland);
 - 4.2 costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the area described in 4.1 above;
5. any claim arising from an event known to the Insured:
 - 5.1 which is not reported to the Insurer in terms of General Condition 6;
 - 5.2 prior to inception of this section;
6. any claim (in the event of cancellation or non-renewal of this section) not first made in writing against the Insured within the 48 (forty eight) month period (or extended period in respect of minors) as specified in Specific condition 2.

Specific Conditions

1. Any claim first made in writing against the Insured as a result of a Defined Event reported in terms of General Condition 6 (hereinafter termed reported event) shall be treated as if it had first been made against the Insured on the same day that the Insured reported the event to the Insurer.

2. In the event of cancellation or non-renewal of the Policy:
 - 2.1 any claim resulting from a reported event, first made in writing against the Insured during the 48 (forty eight) months immediately following cancellation or non-renewal, shall be treated as having been made against the Insured on the same day that the Insured reported the event. If the claimant is a minor, the period of 48 (forty eight) months will be extended until the expiry of 12 (twelve) months after the attainment of majority by the claimant;
 - 2.2 the Insured may report an event in terms of General condition 6 to the Insurer for up to 15 (fifteen) days after cancellation or non-renewal, provided that:
 - 2.2.1 such event occurred during the period of insurance;
 - 2.2.2 any subsequent claim first made in writing against the Insured as a result of such event shall be treated as if it had first been made on the last day preceding cancellation or non-renewal and is subject to the 48 (forty eight) month period specified in 2.1 above.
3. Any series of claims made against the Insured by one or more than one claimant during any period of insurance consequent upon one event or series of events with one original cause or source shall be treated as if they all had first been made against the Insured:
 - 3.1 on the date that the event was reported by the Insured in terms of General Condition 6
or
 - 3.2 if the Insured was not aware of any event which could have given rise to a claim, on the date that the first claim of the series was first made in writing against the Insured.

Extensions

Extended reporting option

At the option of the Insured and subject to payment of an additional premium to be determined and subject to all the terms, exceptions and conditions of this section, the Insurer agrees to extend the period during which the Insured may report an event in terms of General Condition 6 for a period to be agreed, but in no circumstances exceeding 36 (thirty six) months (hereinafter referred to as extended reporting period), provided that:

1. this option may only be exercised in the event of the Insurer cancelling or refusing to renew this section;
2. this option must be exercised by the Insured in writing within 31 (thirty one) days of cancellation or non-renewal;
3. once exercised, the option cannot be cancelled by either the Insured or the Insurer;
4. the Insured has not obtained insurance equal in scope and cover to this section as expiring;
5. the Insurer shall only be liable for a Defined Event which occurred after the retroactive date but prior to date of cancellation or non-renewal;
6. claims first made against the Insured or any reported events by the Insured during the extended reporting period shall be treated as if they were first made or reported on the last day preceding the cancellation or non-renewal;
7. the total amount payable by the Insurer for claims made or reported events during the extended reporting period shall not have the effect of increasing the limit of indemnity applicable as on the last day preceding the cancellation or non-renewal;
8. any claim made, following a reported event during the extended reporting period, which is first made against the Insured in writing more than 48 (forty eight) months after the last day preceding cancellation or nonrenewal, shall not be subject to indemnification by this extension. If the claimant is a minor, the period of 48 (forty eight) months is extended until the expiry of 12 (twelve) months after the attainment of majority by the claimant.

Principals

Where a principal and the Insured are liable for the same damages and where any contract or agreement between a principal and the Insured so requires, the Insurer will, notwithstanding the aforementioned Specific exception (a) above, indemnify the principal in like manner to the Insured but only so far as concerns the liability of the principal to an employee as aforementioned for death or bodily injury to or illness of such person resulting from the negligence of the Insured or the Insured's employees, provided that:

1. in the event of a claim in terms of this extension, the Insured shall endeavour to arrange with the principal for the conduct and control of all claims to be vested in the Insurer;
2. the principal shall, as though he/she were the Insured fulfil and be subject to the terms, exceptions and conditions (both general and specific) of this Policy in so far as they can apply;
3. the liability of the Insurer is not hereby increased.

Memorandum

In respect of this section only, General Exception 1 is deleted and replaced by the following:

This section does not cover death, injury, illness or liability directly or indirectly caused by, related to, or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

PERSONAL ACCIDENT

Defined Events

If during the period of insurance an Insured Person sustains bodily injury as the result of an accident which directly and independently of any other cause results, within 24 (twenty four) calendar months, in Death, Disability or the incurring of an Emergency expense shortfall the Insurers will pay to the Insured or his legal personal representatives the Compensation stated in the Schedule up to the maximum limits of liability therein.

Definitions

The following words or phrases shall bear the meaning stated below:

Accident	means a fortuitous, unexpected event occurring at an identifiable place and time.
Annual Earnings	shall mean the annual rate of wage or salary payable by the Insured to the Insured Person as remuneration for services provided as set out in the Insured Person's contract of employment immediately before the date of Bodily injury. The Benefit amount calculated will be based on the Insured Person's basic annual salary unless the Insured has included any of the following emoluments in the annual wage roll declared to the Insurer and on which the premium has been based. 1. The annual rate of wage or salary includes the following emoluments provided they are of a constant nature as part of a remuneration package: 1.1 the fixed annual bonus (excluding profit shares and or incentive bonuses); 1.2 the cash value of cost of living allowances being food and or rent or accommodation supplied as part of a remuneration package; 1.3 commission 1.4 overtime of a regular and constant nature and does not include intermittent or irregular overtime; 1.5 travel and allowances; 1.6 where the employee is remunerated in accordance with a package of benefits, all items of a constant nature that form part of the package, other than the Insured's contributions such as medical aid contributions and the like. For the purpose of this definition, constant nature means allowances earned by the Insured Person for at least 50% (fifty percent) or more over the past 6 (six) months prior to the date of Bodily injury. 2. The following items are excluded and may not be included in the calculation of any Benefit amount: 2.1 all payments and or benefits of a reimbursive nature, expense payments; 2.2 loans and or benefits in kind; 2.3 occasional payments, ex gratia payments; 2.4 profit share payments, discretionary bonuses; 2.5 intangible fringe benefits (such as the taxable portion of medical aid and or pension contributions by the Policyholder and or the like. If an Insured Person is under a contract the period of which is less than 1 (one) year, the term Annual earnings will mean the amount due to be paid to the Insured Person during the contract period, including the average value of accommodation and food allowances, but excluding any expenses of a reimbursive nature.

Average Weekly Earnings	shall mean 1/52 (one fifty second part) of the annual earnings of the Insured Person. In respect of casual workers with less than 12 (twelve) consecutive month's service with the Insured, prior to the date of loss, the one fifty second part shall be calculated by applying the total of all earnings received from the Insured divided by the total number of consecutive weeks service.
Bodily Injury	means traumatic bodily injury caused by an accident and shall be deemed to include bodily injury caused by starvation, thirst and exposure to the elements as a result of an accidental occurrence.
Emergency expense shortfall	means expenses necessarily incurred within 24 (twenty four) months of the date of the Accident for medical, surgical, dental, ophthalmic and hospital treatment and emergency travel costs reasonably and necessarily incurred.
Loss	used in reference to limb, hand, thumb, fingers, foot or toes means the loss by physical severance or total and permanent loss of use of such member.
Permanent Partial Disability	means bodily injury which causes a permanent disability but not causing inability to work.
Permanent Total Disability	means bodily injury resulting in total and absolute disablement preventing the Insured Person from following the usual occupation, or any other occupation for which he or she is suited by education or training, for 24 (twenty four) consecutive months and which, at the expiry of that period, is beyond hope of improvement.
Temporary Partial Disability	means bodily injury temporarily preventing the Insured Person from engaging in or giving attention to his or her usual occupation.
Temporary Total Disability	means Bodily Injury temporarily and totally preventing the Insured Person from engaging in or giving attention to their usual occupation.

Schedule of permanent disability table

The following percentages (benefits) shall be payable in the event of Bodily Injury resulting in:		
1.	Permanent Total Disability	100% (one hundred percent)
2.	Permanent and total loss of:	
2.1	wrist, ankle or limb: separation at or above the wrist or ankle of one or more limbs	100% (one hundred percent)
2.2	eyes:	
	• whole eye	100% (one hundred percent)
	• sight of eye	100% (one hundred percent)
	• sight of eye except perception of light	100% (one hundred percent)
2.3	hearing in:	
	• both ears	100% (one hundred percent)
	• hearing in: one ear	35% (thirty five percent)
2.4	speech	100% (one hundred percent)
2.5	finger(s) and phalange(s):	
	• phalanges, per phalanx	5% (five percent)
	• thumb, per phalanx	15% (fifteen percent)
	• four complete fingers either hand	75% (seventy five percent)

The following percentages (benefits) shall be payable in the event of Bodily Injury resulting in:	
2.6 toes: - all toes any foot - any one toe (other than great) - great perphalanx	35% (thirty five percent) 5% (five percent) 5% (five percent)
3. Permanent Disability not specified herein	a percentage which in the opinion of the Insurer is consistent with the above in so far as possible.

In the event of Compensation being due under more than one of the benefits referred to above as a consequence of any one accident to any one Insured Person the maximum amount payable hereunder shall not exceed 100% (one hundred percent) in total of the Sum Insured stated in the Policy Schedule.

Provisos (applicable to the entire section including extensions)

1. Compensation shall only be payable under one of the items 1 and 2 of the Table of Benefits.
2. Compensation for Temporary Total Disability, Temporary Partial Disability and/or emergency expense shortfall shall be paid in addition to any Compensation paid or payable under Items 1 or 2 of the Table of Benefits.
3. The Compensation specified for Temporary Total Disability and/or Temporary Partial Disability shall cease as soon as the Bodily Injury causing the incapacity has healed in so far as it is reasonably possible notwithstanding that Permanent Disability may remain but shall in any event not be payable for more than the number of weeks stated in the Schedule to this Policy for the Temporary Total Disability.
4. The Compensation specified for Temporary Total Disability and/or Temporary Partial Disability shall cease as soon as the Insured Person is prevented from following the usual occupation as described under the "Permanent Total Disability" definition.
5. Any Compensation payable by the Insurer for any period of Temporary Total Disability and/or Temporary Partial Disability or for the reimbursement of emergency expense shortfall shall be reduced by an amount equal to the Compensation received or receivable by or on behalf of the Insured Person under the terms of the Compensation for Occupational Injuries and Diseases Act, 1993 for Temporary Disablement (partial or total) for the same or a lesser period and/or in respect of emergency expense shortfall.
6. Any Compensation payable by the Insurer for any period of Temporary Disability (partial or total) shall not exceed the average weekly earnings earned by the Insured Person at the time of the accident.
7. Where amounts recoverable from the Insurer are delayed pending finalisation of any claim, payments on account can be made to the Insured, at the Insurer's discretion, on receipt by the Insurer of certification by a medical doctor appointed by the Insurer.
8. Upon payment of a claim under Items 1 to 2.4 (other than loss of hearing in one ear) or of 100% (one hundred percent) under Item 3 of the Schedule of Permanent.

Exceptions (applicable to the entire section including extensions)

The Insurer shall not be liable to pay Compensation for Bodily Injury in respect of any Insured Person:

1. caused by such person's suicide, attempted suicide or intentional self-injury or deliberate exposure to obvious risk or injury (unless in an attempt to save human life);
2. whose death or disability is directly or indirectly caused by, arising or resulting from or traceable to any physical defect or infirmity which existed prior to the accident;

PROVIDED THAT:

if the disability of the Insured Person is merely aggravated by such pre-existing conditions, the Insurer may in their discretion pay an amount which they consider would have been payable but for such aggravation;

3. under 15 (fifteen) or over 85 (eighty five) years of age;

4. whilst the Insured Person:
 - 4.1 is travelling by air other than as a passenger (a "passenger" does not include a member of the crew or any person being conveyed for the purpose of any trade or technical operation relating to the aircraft);
 - 4.2 is hang gliding or microlighting
5. as a direct result of the Insured Person:
 - 5.1 being under the influence of alcohol, drugs or narcotics unless such drugs or narcotics were administered lawfully by a medical practitioner (other than the Insured Person) or unless prescribed by and taken in accordance with the directions of a medical practitioner (other than the Insured Person);
 - 5.2 driving a motor vehicle and having more than the legal limit of alcohol in their blood. The legal limit applicable shall be as per legislation applicable to the territory where the accident occurred;
6. whilst participating in any riot, strike, civil commotion, public disorder, or as a result of deliberately committing a criminal offence;
7.
 - 7.1 arising from war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power, or any events or causes which determine the proclamation or maintenance of martial law;
 - 7.2 whilst such Insured Person is on active service with the military, naval, air or police services of any nation;

PROVIDED THAT:

this Section shall continue to apply in respect of Accidental Bodily Injury sustained independently of such contingencies;
8. whose death or disability is directly or indirectly attributable to Human Immunodeficiency Virus (HIV and/or any HIV related illness) or Acquired Immune Deficiency Syndrome (AIDS) including derivatives or variations thereof howsoever caused. The onus of proof shall always be upon the Insured to show that death or disability of an Insured Person did not arise through or was not caused by AIDS or HIV;
9. whilst participating in sport as a professional player. For the purpose of this exclusion professional player is a person who derives 50% (fifty percent) or more of their income from participating in sports;
10. whose occupation involves the manufacturing, storage, use of or the handling of explosives or explosive devices. This Exclusion does not apply to surface or underground mining occupations.

Specific Conditions

1. This Section is not assignable. Compensation shall be payable only to the Insured whose receipt shall effectually discharge the Insurer. No Insured Person shall have any right against the Insurer.
2. No sum under this Policy shall carry interest.
3. This Section shall be voidable at the Insurer's instance in the event of misrepresentation, or misdescription or non-disclosure by or on behalf of the Insured or an Insured Person in any particular material to this insurance.
4. Notice must be given to the Insurer in writing on the prescribed claim form as soon as practicable but in any event within 12 (twelve) months of any occurrence which may give rise to a claim under this Section but notice of death must be given forthwith and the Insurer shall have the right to have a postmortem examination of the body.

All certificates, information and evidence required by the Insurer shall be furnished without expense to the Insurer within 31 (thirty one) days of the Insurer notifying the Insured of their requirements.

After incurring Bodily Injury for which Compensation may be payable under this Section, the Insured Person shall, when reasonably required by the Insurer to do so, submit to medical examination on behalf of and at the expense of the Insurer and undergo any treatment specified. The Insurer shall not be liable to make payment unless this Condition is complied with to their satisfaction.

Qualified medical advice shall be sought and followed promptly on the occurrence of any Bodily Injury and the Insurer shall not be liable for any part of any claim which, in the opinion of their medical adviser, arises from the unreasonable or willful neglect or failure of an Insured Person to seek and remain under the care of a qualified member of the medical profession.

5. If any difference shall arise as to the amount to be paid under this Section (liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the statutory provisions for the time being in force and the making of an award shall be a condition precedent to any liability for the Insurer to make any payment under this Section.
6. In the event of the Insurer disclaiming liability in respect of any claim and an action or suit not being commenced within 12 (twelve) months after such disclaimer or, in the case of an arbitration taking place, within 12 (twelve) months after the Arbitrator shall have made their award, all benefits under this Section of the Policy in respect of such claim shall be forfeited.
7. If the Premium is calculated on estimates supplied by the Insured an accurate record containing all relevant particulars must be maintained by the Insured to which the Insurer shall have the right of access. The Insured shall furnish such information within one month of the expiry of each Period of Insurance and the Premium shall be adjusted accordingly.
 - 7.1 The estimates and declaration of total wages, earnings or salaries on which the premium hereunder is based shall include all items of remuneration which fall under the definition of "Annual Earnings" within this Section.
 - 7.2 In the event that such allowances are not included in the estimated or declared earnings these amounts will not be included in the computation of any claim.
8. This Section will be governed by the laws of the Republic of South Africa, whose courts shall have jurisdiction in any dispute arising hereunder.

Special Extensions

Subject to an Insured Person suffering accidental bodily injury which is the subject of a valid claim here under where the following extensions are applicable:

Additional Death Benefit

The Insurer will in addition to the Accidental Death benefit and on production of a valid death certificate of an Insured Person pay the Insured an amount of R15 000 (fifteen thousand rand) per Insured Person.

Body transportation costs (applicable in addition to an Insured death benefit)

In the event that there is a valid claim for Accidental Death, the Insurer will pay the reasonable and necessary expenses incurred in the repatriation of the Insured Person's mortal remains to their normal place of residence;

PROVIDED THAT:

the liability of the Insurer shall not exceed R30 000 (thirty thousand rand) for any one Insured Person.

Disappearance

If after a suitable period of time of the disappearance of an Insured Person it is reasonable to believe that such person has died as a result of Accidental Bodily Injury the Death benefit shall be payable;

PROVIDED THAT:

if such belief is incorrect such benefit shall be repaid to the Insurer by the Insured.

Disfigurement

The Schedule of Permanent Disability is hereby extended to include bodily injury resulting in permanent disfigurement of:

1. the head, neck and hands – provided the total area affected exceeds 20% (twenty percent) of the total area;
2. all other areas of the body – provided the Compensation total area affected exceeds 5% (five percent) of the total area of the body. Compensation payable hereunder is a percentage of the Compensation in direct proportion to the area affected. The benefits payable in terms of 1. and 2. above shall apply independently and be cumulative, but the overall liability of the Insurer for permanent disfigurement resulting from an Accident or series of Accidents arising from one cause for any one Insured Person shall be limited to 50% (fifty percent) of the amount payable for Permanent Total Disability in respect of 2. above.

Compensation shall not be payable under this Extension in addition to Compensation payable for the same Bodily Injury under the Schedule of Permanent Disability and shall be limited to 100% (one hundred percent) of the Compensation provided for Permanent Total Disability.

Disfigurement requiring corrective medical procedure

In the event of a claim where the Insured Person suffers permanent disfigurement following Accidental Bodily Injury of an extent that it may have a significant psychological effect on the Insured Person and it be required on recommendation by a qualified psychologist for the Insured Person to undergo corrective medical procedure or procedures such as plastic surgery, in order to improve the Insured Person's self-confidence, wellbeing and/or quality of life, the Insurer will pay the following benefit:

1. the head, neck and hands – an additional 25% (twenty five percent) of the Permanent Disability benefit for the reasonable and necessary medical procedure costs incurred up to a maximum of R300 000 (three hundred thousand rand) per Insured Person
2. all other areas of the body – an additional 10% (ten percent) of the Permanent Disability benefit for the reasonable and necessary medical procedure costs incurred up to a maximum of R100 000 (one hundred thousand rand) per Insured Person.

In the absence of a psychological evaluation the Insurer may at their discretion and on presentation of medical reports and/or photographs as to the extent of the disfigurement agree to pay this benefit.

Compensation under this Extension shall be payable in addition to Compensation payable for the same Bodily Injury under the Schedule of Permanent Disability or the Disfigurement Extension, but shall exclude any procedure of a pure cosmetic nature.

Emergency transportation costs

In the event of bodily injury sustained at the Insured person's place of work the Insurers will indemnify the Insured for reasonable and necessary costs of emergency transportation to the nearest suitable medical facilities immediately following such accident, subject to a limit of R100 000 (one hundred thousand rand) per occurrence.

Funeral Costs (applicable in addition to an insured death benefit)

Expenses necessarily incurred in preparing and interring or cremating a deceased Insured Person, including the cost of funerary stonework and urns, up to a limit of R15 000 (fifteen thousand rand).

Hijacking/Abduction/Kidnapping

In the event of the unlawful seizure or wrongful exercise of control of any aircraft or conveyance (including the crew thereof) in which the Insured Person is travelling, or the abduction or kidnapping of the Insured Person, the cover in terms of the Temporary Total Disability section of this Policy shall continue in force for the duration of such an event, or 12 (twelve) months from the date of such event, whichever is the lesser period.

If Temporary Total Disability is insured, the Insurer will regard the hijacking, abduction or kidnapping of an Insured Person as a claim for Temporary Total Disability;

PROVIDED THAT:

1. the Insurer's liability is limited to the period of hijacking, abduction or kidnapping or 12 (twelve) weeks, whichever is the lesser;
2. no Compensation shall be payable if any member of the Insured Person's immediate family participates in the hijacking, abduction or kidnapping as a principal or accessory.

HIV accidental exposure (if stated in the Schedule to be included)

If an Insured Person becomes infected with Human Immunodeficiency Virus "HIV" as a result of an accidental bodily exposure arising from and in the course of their employment, the Insurer will pay to the Insured, on behalf of the Insured Person or their estate, the amount stated in the Schedule.

For the purposes of this Optional Extension an Insured Person does not become infected with "HIV" within the meaning of this Insurance unless:

1. within a period of 24 (twenty four) hours, following the accidental exposure, the Insured Person makes an official report of such exposure to the nominated responsible person within the Insured's organisation, who in turn within 72 (seventy two) hours must provide written notice to the Insurer of such accidental exposure; and
2. within 72 (seventy two) hours of such exposure, the Insured Person undertakes a test performed by a registered medical practitioner in accordance with laboratory and clinical criteria representing good clinical practice at that date which demonstrates that the Insured Person does not have Human Immunodeficiency Virus; and
3. within a period of 3 (three) calendar months from the date of the accidental exposure and during their lifetime the Insured Person is first diagnosed by a registered medical practitioner as being "HIV" positive, the diagnosis being made in accordance with laboratory and clinical criteria representing good clinical practice at that date.

Specific Conditions

1. The Insurer is entitled to require any test to be duplicated by a registered medical practitioner of their choice.
2. If the result of any test carried out by the Insured Person's registered medical practitioner is different from the test carried out by the Insurer's registered medical practitioner, then a final test shall be carried out by another registered medical practitioner who is acceptable to both parties or failing agreement, a registered medical practitioner will be appointed by the President of the Medical Association of South Africa and their determination shall be binding.
3. If the Insured Person becomes infected with "HIV", the date of their infection shall be deemed the date of the accidental exposure unless the contrary is shown.
4. Following a notification of an Occurrence which could give rise to a claim in terms of this insurance, the Insurer shall at all times during and after the insurance period have access to the Insured Person's medical records as held by the Insured.

Specific Exceptions

No claim shall be payable if:

1. the Insured Person takes or has taken drugs intravenously or subcutaneously unless in the course of medical treatment as prescribed by a registered medical practitioner;
2. it is directly or indirectly caused or contributed to by any medical condition which was known or reasonably ought to have been known to the Insured Person and which has not been declared to and noted by the Insurer prior to the inception of this insurance;
3. the Insured Person fails or refuses to promptly make themselves available for examination or the associated tests required;
4. the Insured Person is no longer in the employment of the Insured when the "HIV" positive diagnosis is made.

Life support

Notwithstanding anything contained in the Defined Events, the 24 (twenty four) month period stated therein shall not include any period or periods where the death of the Insured Person is delayed solely by the use, for a period or periods of not less than 3 (three) consecutive days, of life support machinery, equipment or apparatus.

Life support equipment

The Insurer will pay reasonable costs and expenses incurred by an Insured Person as a result of Accidental Bodily Injury in respect of hire costs for life support machinery, equipment or apparatus;

PROVIDED THAT:

the liability of the Insurer under this Extension shall be limited to R100 000 (one hundred thousand rand) in respect of any one Insured Person in each and every occurrence.

Limit any one Insured Person/conveyance/premises/situation

The Insurer's liability shall not exceed:

1. R6 000 000 (six million rand) in respect of Death and Permanent disability for any one Insured Person as a result of any one Accident or series of Accidents arising from one cause;
2. R30 000 000 (thirty million rand) in respect of Compensation for all Insured Persons in any one conveyance or while at any one premises or situation.

Mobility Costs

In the event that the Insured Person suffers Permanent Disability of such a nature that he/she needs, and can operate, a self-powered, climbing wheelchair and/or his/her motor vehicle with the controls suitably adjusted, then the Insurers will indemnify the Insured Person for 95% (ninety five percent) of the costs of such wheelchair and/or suitable adjustments, including wheelchair loading equipment and alterations to the Insured Person's residence if necessary, up to a maximum liability of R100 000 (one hundred thousand rand) per person.

Operating Time

Coverage applies 24 (twenty four) hours a day, 7 (seven) days a week unless otherwise restricted by endorsement and/or memorandum to this Policy.

Paraplegia

When the Insurer has admitted a claim for Permanent Total Disability, and as a direct result the Accidental Bodily Injury results in complete paralysis of the lower half of the body, including both legs, of the Insured Person, the Insurer will, in addition to any amount payable for Permanent Total Disability, pay 10% (ten percent) of the benefit paid for Permanent Total Disability subject to a minimum of R50 000 (fifty thousand rand).

Quadriplegia

When the Insurer has admitted a claim for Permanent Total Disability, and as a direct result the Accidental Bodily Injury results in complete paralysis of all four limbs of the Insured Person, the Insurer will, in addition to any amount payable for Permanent Total Disability, pay 25% (twenty five percent) of the benefit paid for Permanent Total Disability subject to a minimum of R100 000 (one hundred thousand rand).

Rehabilitation Costs

In the event that the Insured demonstrates, to the reasonable satisfaction of the Insurer, that an Insured Person has suffered Permanent Disability such that he/she cannot continue to be employed in the occupation in which he or she was employed at the time of the accident but may be retrained by the Insured, or by any registered training centre, the Insurers will contribute 80% (eighty percent) of such retraining costs up to a maximum liability of R150 000 (one hundred and fifty thousand rand) per person.

Relocation Costs

In the event that it is necessary to replace as employee a deceased or permanently disabled Insured Person the Insurer will indemnify the Insured for the following costs not exceeding R150 000 (one hundred and fifty thousand rand) incurred by the Insured in relation to any one Person who is required to move more than 100km (one hundred kilometers):

1. relocation costs for such person, his family, furniture and pets; and
2. 75% (seventy five percent) of the actual loss caused following the forced sale of such person's private dwelling subject to such loss being determined by an impartial valuer appointed and paid by the Insurer.

Repatriation Costs (applicable to insured benefits other than death benefit)

In the event of serious accidental bodily injury to an Insured Person, the Insurers will pay the reasonable and necessary costs in the repatriation of the Insured Person to his normal place of residence, subject to the prior consent of the Insurers being obtained. Which consent shall not be unreasonably withheld.

The liability of the Insurer in respect of any one claim shall not exceed R200 000 (two hundred thousand rand) for any one Insured Person.

Search and rescue

The Insurer will pay the reasonable and necessary costs and expenses incurred for search and rescue, including freeing and bringing an Insured Person to a place of safety as a result of, or in order to prevent, Accidental Bodily Injury to an Insured Person;

PROVIDED THAT:

1. the Insurer will not be liable if an Insured Person is found in circumstances which are unlikely to result in Accidental Bodily Injury;
2. the maximum amount payable by the Insurer will be R100 000 (one hundred thousand rand) any one Insured Person any one occurrence;
3. the maximum amount payable by the Insurer in any 12 (twelve) month period of insurance will be R500 000 (five hundred thousand rand).

Territorial Limits

Coverage applies anywhere in the World unless otherwise restricted by an endorsement and/or memorandum to this Policy.

Terrorism

This Policy is extended to cover Accidental Death or Disability of an Insured Person arising from acts of "terrorism" as defined in the Defence Act 1957 or as amended;

PROVIDED THAT:

the Insurer shall not be liable to pay Compensation for death or disablement arising from:

1. the performance by such person of obligations in terms of the Defence Act or the Police Services Act of any country or at a place from which military or police actions are carried out; or
2. consequent upon such person's engagement in any military or police actions against an enemy of any country, combating "terrorism" as defined in the Defence Act or "operations in defence of any country".

Trauma Counselling

In the event of an Insured Person being subjected to an act of violence or a traumatic accident, the Insurer will pay for counselling fees actually incurred by such person as a result of the act of violence or traumatic accident;

PROVIDED THAT:

1. the maximum amount payable by the Insurer will be R1 000 (one thousand rand) per consultation and R10 000 (ten thousand rand) per annum for each Insured Person, and R100 000 (one hundred thousand rand) in any one 12 (twelve) month period of insurance;
2. act of violence shall mean an assault, robbery, rape or armed car hijack;
3. for the purpose of this Extension only, Insured Person shall include immediate family members of such Insured Person, who are subjected to the same incident or occurrence of violence or traumatic accident as the Insured Person;
4. the act of violence has been reported to the police and a case number obtained.

Value Added Tax (VAT)

Notwithstanding that sums insured, first loss amounts, indemnity limits or insured values, by whatever name such are referred to in this Policy (henceforth "Policy limits") are expressed on a VAT exclusive basis, the Insurer agrees that they will indemnify the Insured over and above such Policy limits for any VAT obligation the Insured may incur arising out of any claims settlement made hereunder

War risks (if stated in the Schedule to be included)

It is declared and agreed that Specific Exception 7 is deleted in its entirety;

PROVIDED THAT:

1. the Insurer shall not be liable to pay Compensation in terms of this Extension for claims arising while the Insured Person is on service or duty or undergoing training with any military or police force;
2. this Extension may be cancelled at any time by the Insurer giving 31 (thirty one) days' notice in writing.

Assistance Services

UClaim

1. ClaimCare (contact number: 076 637 8423)

ClaimCare is a comprehensive service designed to help your employees navigate the complex legal personal injury claims process. Personal injury claims may include RAF, public liability, and medical negligence matters. Our team of experts will provide personalised guidance, support, and representation to ensure your employees receive the Compensation they deserve.

How it works:

If an employee suffers a personal injury due to the negligence or wrongdoing of another party, they can contact **UClaim** to initiate the claims process.

The team will:

1. assess the claim and provide expert guidance;
2. manage all necessary paperwork and representation;
3. consult with our panel of attorneys and experts to work towards a successful outcome.

Benefits for your employees:

1. expert guidance and support throughout the claims process;
2. no upfront costs or fees;
3. reduced contingency fee of up to 20% (twenty percent) of the final settlement amount;
4. access to the top medico-legal and actuarial experts at no upfront costs;
5. workforce reintegration advice to facilitate a smooth return to work;
6. complimentary financial planning session to help manage their settlement.

2. COIDCare (contact number: 076 637 8423)

COIDCare provides expert guidance to help you understand your rights and responsibilities under the COID Act. Our team of professionals will offer clear and tailored advice to support you in making informed decisions about COID claims.

Benefits for you:

1. expert advice on the COID Act and your entitlements;
2. this complimentary service is included in your personal accident insurance programme;
3. simplified guidance to help you take the necessary steps effectively.

Eligibility criteria:

1. employers and employees must comply with all relevant legal and regulatory obligations;
2. claims must fall within the scope of the COID Act;
3. claimants must be of legal working age and reside in South Africa.

Contact UClaim at 076 637 8423 or email claim@uclaimvaps.co.za

Monday to Friday 08h30 to 16h30. Our team will take care of the rest, providing expert support and guidance at every step of the way.

ClaimCare and **COIDCare** are available to South African-based employees covered under the COID Act, with personal injury claims assessed on a case-by-case basis. All claims are subject to an initial assessment by a qualified claims assessor to determine the prospects of success. Should we determine that the claim will not proceed, a written explanation outlining the reasons for this decision will be provided. In such cases, we will also offer referrals to suitable attorneys who may be able to assist further.

24-Hour HIV Protection (emergency contact number: 0861 555 114)

The HIV-protection treatment service ensures confidential testing and treatment within 72-hours (seventy two hours) of exposure to HIV.

Services

1. 24-hour (twenty four hour) access to trauma counsellors, providing telephonic trauma counselling including counselling for post-traumatic stress disorder.
2. Three HIV related trauma consultations with a specialist, which can either be a general practitioner, trauma-trained registered nurse or trauma counsellor.
3. Three HIV-blood tests, one immediately after the incident and the second and third at six weeks and three months respectively.
4. Access to STD-preventative medication.
5. Access to anti-retroviral or prophylactic therapy.
6. Access to the "morning-after pill".
7. Free 28-day (twenty eight day) post-exposure prophylaxis should it be appropriate.
8. HIV Assist Annual Limit: one treatment of each category.

Trauma & Assault assistance (emergency contact number: 0861 555 114)

24-hour (twenty four hour) Emergency Assistance Helpline

In the unfortunate event of a traumatic incident, we will provide the member with counselling by trained medical professionals.

This is a 24-hour (twenty four hour) emergency assistance helpline that:

1. Arranges the nearest local emergency assistance service as well as provides emergency transport to the nearest, most appropriate medical facility.
2. Offers referrals for psychiatric consultations.

Trauma & Assault Assistance Annual limit:

R5 000 (five thousand rand) per employee, with a maximum of R10 000 (ten thousand rand) per family per occurrence in respect of psychiatric consultations.

Global Choices Lifestyle (Pty) Ltd. is an authorized financial service provider, FSP No. 44544.

COMPUTER AND ELECTRONIC EQUIPMENT

Section I – Material Damage

The Indemnity Clause The Insurers will indemnify The Insured in respect of Physical Loss of or Damage to The Property Insured described in the Schedule from any cause not hereinafter excluded whilst:

1. working or at rest;
2. being dismantled for the purpose of cleaning inspection and overhaul or in the course of these operations themselves or subsequent assembly within The Insured's Premises within the Territorial Limits;
3. incidentally in transit including loading and unloading or whilst temporarily stored en route;
4. temporarily removed from the Insured's Premises to any other location within the Territorial Limits.

Territorial Limits

The territorial limits in respect of laptops, notebooks/palm-top computers as well as all other hand-held electronic equipment, temporarily located outside the premises and specified in the Schedule, shall be deemed to be worldwide.

Exceptions (applicable to Section I – Material Damage)

The Insurers shall not be liable to indemnify the Insured irrespective of the original cause in respect of:

1. The amount specified in the Schedule as the Excess/First Amount Payable in respect of each and every occurrence.
2. Loss of the Property Insured by theft or disappearance:
 - 2.1 from the Insured's Premises or other temporary location unless identifiable by the Insured with a specific incident which has immediately been reported to the Police and as soon as possible to the Insurers;
 - 2.2 during transit unless identifiable by the Insured with a specific incident which has been immediately reported to the Police and as soon as possible to the Insurers.

The Insurers shall not indemnify the Insured for theft or disappearance of the Property Insured from any motor vehicle where the Property Insured has been:

1. left in the motor vehicle overnight unless the vehicle is housed in a securely locked building and entry to or exit from such building is accompanied by forcible and violent means;
2. contained in a compartment of the motor vehicle which is visible to passers-by;
3. left in an unlocked vehicle 1 and 2 above shall not apply to theft or disappearance of the Property Insured where the transport vehicle:
 - 3.1 has been hi-jacked or stolen (unless left unlocked);
 - 3.2 has been involved in a road accident or sustains a breakdown and due to circumstances beyond the control of the vehicle crew/driver the Property Insured is of necessity left unprotected.
3. Wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded.
4. Cleaning process its undergoing a process of cleaning, repair, alteration or restoration.
5. Wastage of material or the like or wearing out of any part of the Property Insured caused by or naturally resulting from ordinary usage or working or other gradual deterioration development of poor contacts scratching of painted or polished surfaces of a cosmetic nature.
6. Parts having a short life such as (but not limited to) bulbs valves contacts X-Ray tubes cathode ray tubes thermionic emission tubes fuses and sacrificial buffer circuits. If such parts are damaged as a result of physical loss or damage as provided for in this Policy to other parts of The Property Insured The Insurer shall indemnify The Insured for the residual value prior to the loss of or damage to such exchangeable parts.
7. The cost of reproducing data and/or programs whether recorded on computer hard- drives, discs, tapes, cards, or otherwise unless specifically provided for in Sub-Section 2 hereof.
8. Loss of use of the Property Insured or other consequential loss damage or liability of any nature whatsoever other than losses specifically provided for herein or as a result of its inherent vice or defect, vermin, insects, damp, mildew or rust.

9. Detention and judicial process detention, confiscation, forfeiture, impounding, attachment or requisition by any lawfully instituted authority or other judicial process or requisition by Customs or other official.
10. Loss or damage recoverable under the terms of any Maintenance and/or Leasing Agreement effected by or on behalf of The Insured covering The Insured Property.
11. Goods held in trust or on commission, money, securities, stamps, documents, manuscripts, business books, computer systems, records, patterns, models, moulds, plans or designs unless expressly stated in this Policy.
12. Derangement unless accompanied by physical damage otherwise covered by this Policy.
13. Faults or defects known to The Insured (or his responsible employees) at the time of arranging this Insurance or during the currency of the Insurance and not disclosed to The Insurers or any consequences thereof.
14. Loss of or damage to any solar power system or any component thereof.

Basis of Indemnification (applicable to Section I - Material Damage)

The indemnity by this Sub-Section, subject always to the sums insured contained in the Schedule or any specific limit of liability contained in this Sub-Section, shall be as hereinafter provided and as appropriate including dismantling, re-erection, transportation, removal of damaged property insured (but less the value of the remains) and, where applicable, importation duties and VAT.

Partial loss

If the property insured suffers damage that can be repaired, the basis of indemnification shall be the restoration expenses reasonably and necessarily incurred to restore the damaged property to working order;

PROVIDED THAT:

1. the value of damaged parts which can be used will be deducted;
2. the costs of any alteration, addition, improvement or overhaul carried out at the time of repair are not recoverable under this Section;
3. if, without the consent of the Insurer, temporary repairs are carried out by the Insured in the interests of safety or to minimise further loss or damage to the property insured, the cost of such temporary repairs will be borne by the Insurer. In the event that the temporary repairs aggravate the loss or cause additional loss or damage to the property insured, any additional costs so incurred or consequence arising therefrom will be for the account of the Insured;
4. where the damage is restricted to a part or parts of an insured item, the Insurer shall not be liable for an amount greater than the value for such part or parts which are lost or damaged allowed for within the Sum Insured.

Total loss

In cases where the new property insured is totally lost or destroyed, the basis of indemnification shall be the cost of replacing or reinstating, on the same site, new property of equal performance and/or capacity or, if this is not possible, its replacement by new property having the nearest equivalent performance and/or capacity to the property lost or damaged;

PROVIDED THAT:

1. the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured, subject to the liability of the Insurer not being thereby increased) must be commenced and carried out with reasonable dispatch, otherwise no payment exceeding the market value of the property insured immediately before the damage shall be made;
2. until expenditure has been incurred by the Insured in replacing or reinstating the property insured, the Insurer shall not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein;
3. these Conditions shall be without force or effect if:
 - 3.1 the Insured fails to intimate to the Insurer within 6 (six) months of the date upon which the damage occurred (or such further time as the Insurer may in writing allow) their intention to replace or reinstate the property insured;
 - 3.2 the Insured is unable or unwilling to replace or reinstate the property insured on the same or another site;
4. at the sole option of the Insurer, following commercial and technical appraisal by a representative of the Insurer, the period referred to in the definition of new property may be extended (on an annual basis from renewal date) subject always to such extension of period being admitted by memorandum to this Section.

Architects and other professional fees

The Insurer will in addition to the sums insured stated in the Schedule pay for professional fees necessarily and reasonably incurred in the repair or reinstatement of property following indemnifiable loss or damage;

PROVIDED THAT:

the amount payable in respect of such fees does not exceed 20% (twenty percent) of the total amount of the claim, but shall not include expenses incurred in connection with the preparation of the Insured's claim.

1. Expediting Costs/Express delivery and overtime

The Insurer will in addition to the sums insured stated in the Schedule pay for extra charges for express delivery, airfreight, overtime, Sunday and holiday rates of wages payable in respect of the necessary and reasonable additional costs incurred by the Insured for effecting repairs or replacement approved by the Insurer, limited to 50% (fifty percent) of the amount which the repair or replacement would have cost had these additional costs not been incurred.

2. Professional Fees

Engineers and other Professional Consultants Fees incurred for the reinstatement of loss or damage subject always to the Scale of Rates/Fees recommended by the appropriate Professional Body but excluding Fees incurred in the preparation of any Claim.

3. Plans Scrutiny Fees

The indemnity by this Policy shall include Plans Scrutiny Fees as may be levied by the responsible Public Authority incurred directly in the repair replacement or reinstatement of the Property Insured all necessarily and reasonably incurred.

Additions Alterations Improvements

Costs of additions alterations improvements and overhauls carried out on the occasion of a repair are payable by The Insured.

Repair Replacement or Reinstatement Costs

1. In cases where the damage can be repaired:
cost of restoring the damaged property to working order.
2. In cases where the Property Insured or part thereof is totally lost or destroyed:
cost of replacing or reinstating on the same Site New Property of equal performance and/or capacity or if such be impossible its replacement by New Property having the nearest equivalent performance and/or capacity to the Property Insured lost or damaged, provided always that:
 - 2.1 the work of replacement or reinstatement (which may be carried out upon another Site and in any manner suitable to the requirements of the Insured subject to the liability of the Insurer not being thereby increased) must be commenced and carried out with reasonable despatch otherwise no payment exceeding the Market Value of the Property Insured immediately before the loss or damage shall be made;
 - 2.2 until expenditure has been incurred by the Insured in replacing or reinstating the Property the Insurer shall not be liable for any payment in excess of the amount which would have been payable if these Conditions had not been incorporated herein;
 - 2.3 these Conditions shall be without force or effect if:
 - 2.3.1 the Insured fail to intimate to the Insurer within 6 (six) months of the date of damage or such further time as the Insurer may in writing allow their intention to replace or reinstate the Property;
 - 2.3.2 the Insured are unable or unwilling to replace or reinstate the Property on the same or another Site;
 - 2.3.3 dismantling re-erection and transportation costs including importation duties and Value Added Tax if incurred all necessarily and reasonably incurred.

Definition of New Property Insured:

New property shall mean property purchased no more than 7 (seven) years (or such extended period as may be approved by the Insurer in writing) prior to the Defined Event, it being expressly agreed that in applying this definition upgrades and enhancements will be taken into account in arriving at an indemnifiable amount and the age of the property insured.

In respect of property insured not provided for in (Total loss) above, the basis of indemnification shall be the market value of the property insured immediately before the loss or damage. At the option of the Insurer, the property insured shall be regarded as totally destroyed if the repair costs as defined in (Partial loss) above equal or exceed its market value immediately before the damage.

Definition of Market Value:

The current day purchase price of second-hand/used Property of equal performance and/or capacity to The Property Insured lost or damaged and substantially of similar condition. Where no similar property is available Market Value shall be calculated by deducting from the current New Replacement Value of the nearest equivalent property to The Property Insured an amount representing:

1. 20% (twenty percent) for the first year after the date of purchase, and
2. 10% (ten percent) per year for each succeeding year subject always to a minimum indemnity of 40% (forty percent) of the current New Replacement Value of the nearest equivalent property available.

Temporary Repairs

If a temporary repair is carried out without the consent of the Insurers the cost thereof and all consequences arising therefrom are to be borne by the Insured unless such temporary repairs constitute a part of the final repairs to be carried out and do not increase the total repair cost.

Conditions (applicable to Section I – Material Damage)

Average Provision

In respect of (Partial loss) and (Total loss) above, if at the time of repair, replacement or reinstatement, the sum representing the cost which would have been incurred in repair, replacement or reinstatement if the whole of the property insured had been lost or damaged exceeds the Sum Insured thereon at the time of any loss of or damage to such property, the Insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly. Each item of this Section (if more than one) to which these Conditions apply shall be separately subject to this Provision.

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

It is a condition precedent to the liability of the Insurer that a burglar alarm system will be installed in all premises stated in the Schedule and it is warranted that:

1. the burglar alarm installed in the premises shall be fully activated whenever the premises is not open for normal business unless any principal, partner, director or employee is in the premises;
2. the insurance shall not cover loss of or damage to property following the use of keys, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to the Insured unless such keys, keypad code or remote control were obtained by theft.

Unless specifically stated to the contrary, all premises shall be protected by such alarm and it is further warranted that:

1. the contract for any burglar alarm services shall include services of a 24-hour (twenty four hour) armed response unit;
2. the control panel shall have an event log and the arming and disarming of the alarm shall be logged and after the occurrence of a claim the Insurer will be entitled to request full information of the relevant log;
3. such alarm will be maintained in proper working order but the Insured shall be deemed to have discharged their liability if they have maintained their obligations under a maintenance contract with the installation/service company of the alarm system;

PROVIDED THAT:

cover will continue to be applicable whilst the alarm system is not operative due to a failure of the public supply of electricity at the terminal ends of the supply authority's service feeders and that such failure is not due to any act or omission of the Insured.

Declaration procedure and premium adjustment

At the expiry of each Period of Insurance the Insured shall submit to the Insurers a Revised Schedule of Property Insured which shall take into account all additions, deletions, extensions and modifications to the Property Insured. This Declaration shall also reflect the Installed New Replacement Value of the Property Insured

1. The Premium charged at the commencement of each Period of Insurance shall be regarded as a Deposit Premium. The Premium shall be recalculated at the end of the Period of Insurance based on the Insured's declaration outlined in 1. above and if the ascertained Premium at the agreed Rate(s) exceeds or falls short. Of the Deposit Premium paid the Insured shall pay or the Insurers shall refund the difference as the case may be but not exceeding 50% (fifty percent) of such difference.
2. The Deposit Premium for each renewal of the Period of Insurance shall be based on the declaration for the previous Period of Insurance as outlined in (a) above.

Lightning or power surge

1. It is a condition of cover that the Insured property must be protected by any SANS (South African National Standard) approved surge arrestors installed on all data lines, power supplies or electronic distribution boards on the Insured premises and installation must comply with all SANS requirements.
2. the installation of any surge protection device that complies with SANS/IEC 61643-11 low voltage surge protection standards in the main electrical distribution board feeding the equipment;
 - 2.1 the device must:
 - 2.1.1 be a 40 kA (8/20) Class 2;
 - 2.1.2 be wired in terms of SANS 10142-1 Connection type 2;
 - 2.1.3 have mechanical fault indication;
 - 2.2 installation by a registered electrician who must provide either of the following:
 - 2.2.1 an Electrical Certificate of Compliance (CoC) for the installation;
 - 2.2.2 proof of installation stating the adherence to the required electrical standards and regulations at the time that the device was installed.

Should Conditions 1 and 2 above (where applicable) not be complied with, the Insured shall be responsible for the excess/first amount payable stated in the Schedule.

Power surge is defined as a temporary fluctuation in the current or voltage of an electrical circuit which was not caused by a direct lightning strike.

Clauses and Extensions (applicable to Section I - Material Damage)

Capital additions and currency fluctuations

The indemnity by this Section shall include:

1. additional equipment or programs purchased by the Insured of a similar nature to that specified in the Schedule;

PROVIDED THAT:

in respect of loss or damage due to electrical, mechanical, or electronic breakdown or explosion, the insurance shall only commence after satisfactory completion of installation or commissioning/testing and put into use at the Insured's premises;
2. provision for devaluation or revaluation of the currency of the Republic of South Africa against that of the country of origin of the property insured and other inflationary trends, which may result in the escalation of the Sum Insured (representing the installed new replacement value) of the property insured;

PROVIDED THAT:

the increase shall not exceed 20% (twenty percent) of the total Sum Insured for Section I specified in the Schedule, it being agreed that the Insured will advise the Insurer of such alterations after the expiry of each period of insurance and pay the appropriate premium thereon but not exceeding 50% (fifty percent) of the difference.

Clearance costs

The Insurer will in addition to the sums insured stated in the Schedule pay for costs necessarily and reasonably incurred by the Insured in respect of demolition or dismantling of property and/ or removal of debris and in providing, erecting and maintaining hoardings and other similar structures required during demolition, dismantling, debris removal and reconstruction following indemnifiable loss of or damage to such;

PROVIDED THAT:

the total amount recoverable does not exceed 20% (twenty percent) of the total amount of the claim.

Hire purchase/finance agreements

Where the Insurer has knowledge of the property insured, or any individual item thereof, being subject to a suspensive sale or similar agreement, payment hereunder shall be made to the owner described therein whose receipt shall be in full and final discharge to the Insurer in respect of loss or damage indemnifiable by this Sub-Section of the Policy.

Losses as a result of remote blocking

1. If the Insured can demonstrate through video surveillance footage (or any other conclusive proof) that an attempt was made to lock the vehicle using the vehicle remote but that the locking mechanism was blocked by thieves using an electronic device, such evidence will be deemed to satisfy the forcible and violent entry or exit requirement for any loss out of the cab or boot of the vehicle;

PROVIDED THAT:

cover shall only apply to property that is separately and individually specified in the Schedule.

2. Where the Insured maintains that the vehicle was locked but no evidence of forcible and violent entry into or exit from the vehicle exists, cover may be considered;

PROVIDED THAT:

1. the police case number is supplied to the Insurer;
2. cover shall only apply to property that is separately and individually specified in the Schedule;
3. after deduction of the first amounts payable in the Schedule, the liability of the Insurer is further restricted to the Sum Insured shown on the Schedule.

Riot and strike extension (if stated in the Schedule to be included)

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein this Section is extended to cover loss or damage directly occasioned by or through or in consequence of:

1. civil commotion, labour disturbances, riots, strikes or lockout;
2. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 1 above.

Provided that this extension does not cover:

1. Loss or damage occurring in the Republic of South Africa & Namibia.
2. Consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
3. Loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.
4. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

5. Loss or damage related to or caused by any occurrence referred to in General Exception 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 and 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Insurer alleges that by reason of provisos 1, 2, 3, 4 or 5 loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

Telecommunication access lines (if stated in the Schedule to be included)

Subject to the limits specified in the Schedule, consequential loss as provided for under Defined Events 1 and 2 of Section II arising from accidental failure of the telecommunication access lines is included;

PROVIDED THAT:

1. the liability of the Insurer shall not exceed the Sum Insured by this Sub-Section;
2. the indemnity period shall commence 12 (twelve) hours after the failure and end not later than 31 (thirty one) days after such failure;
3. the insurance provided does not cover loss occasioned by the deliberate act of any telecommunication authority or by the exercise of such telecommunication authority of its power to withhold or restrict access to its lines.

Tenants Clause

The indemnity provided by this Section shall not be invalidated by any act or negligence on the part of the Tenant (where the Insured owns the Premises) or another Tenant or the Owner of the Premises (where the Insured is a Tenant) provided the Insured shall notify the Insurers as soon as such act or neglect shall come to the Insured's knowledge.

Section II – Consequential Loss

The indemnity clause by this Section shall include:

Item I – Increased cost of working cover (if stated in the Schedule to be included)

The insurance under this item is limited to the additional expenditure necessarily and reasonably incurred by the Insured during the indemnity period, being 6 (six) months, in consequence of the Accident for the sole purpose of avoiding or diminishing the interruption of or interference with the normal business of the Insured, not exceeding the limit as stated in the Policy Schedule, less any sum saved during the indemnity period in respect of such charges and expenses of the business as may cease or be reduced in consequence of the Accident. A time delay (time excess) of 24 (twenty four) hours is applicable from the time of loss;

The indemnity by this Item shall not apply directly or indirectly to:

1. the Cover provided for in Item II or III of this Section of the Policy;
2. the Intrinsic Value (including Reinstatement Value) of the Property Insured by Section I of this Policy.

Item II – Reinstatement of data/programs cover (if stated in the Schedule to be included)

The insurance under this Section is extended to include costs and expenses necessarily and reasonably incurred by the Insured for the reconstitution or recompilation of data and/or programs recorded on or stored in data-carrying media which is lost as a result of accidental erasure (which shall include Defined Events under Section I of this Section) or by theft or by the deliberate willful or wanton intention of causing the cancellation or corruption of data or programs, subject to General Exceptions 1. War, riot and terrorism, 3. Asbestos exclusion, and 4. Computer losses and Specific Exceptions 2, 3, 4 and 5 to Sub-Section I of this Section up to a maximum amount of the limit as stated in the Policy Schedule per event;

PROVIDED THAT:

1. the indemnity shall not extend to nor include such costs incurred due to program errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programs;
2. where the Insured elects to insure programs (software), a Schedule of such programs shall be lodged with the Insurer at the commencement of each period of insurance.

Item III - Incompatibility cover (if stated in the Schedule to be included)

Notwithstanding anything contained to the contrary in the Policy, the indemnity by Sub-Sections I and II of this Section shall indemnify the Insured for costs incurred in respect of:

1. modifications or alterations to the property insured directly consequent upon indemnifiable loss or damage to ensure the operating integrity of the electronic system;
2. replacement or upgrading of legal programs to achieve compatibility with the modified or altered electronic system;
3. the restoration of previously captured data which has become inaccessible due to the modifications to or alterations of the electronic system or in consequence of the replacement or upgrading of legal programs;

PROVIDED THAT:

1. the costs provided for in 1, 2 and 3 above shall be necessarily and reasonably incurred to maintain normal working conditions;
2. such additional costs shall be incurred as a direct consequence of indemnifiable loss or damage in terms of Sub-Sections I or II (Defined Event) of this Section;
3. the cover afforded hereunder shall be restricted to:
 - 3.1 parts or components of the electronic system which are not indemnifiable under Sub-Section I hereof;
 - 3.2 programs or data reinstated not indemnifiable under Defined Event of Sub-Section II hereof;
4. the indemnity by this extension shall, in respect of any one event, be limited in the aggregate to 20% (twenty percent) of the applicable total Sum Insured under Sub-Section I (the limit of indemnity) and Sub-Section II (Defined Event) or R25 000 (twenty five thousand rand), whichever is the lesser.

Definitions

Accident

1. Applicable to increased cost of working only - Physical loss or damage to the Property Insured or other Equipment described in the Schedule from any cause as provided under Section I of this Policy liability under which Section shall except for the relating to the first amount payable or the maintenance/lease agreements, be a condition precedent to liability hereunder.
2. Failure of the Public Supply of Electricity at the terminal ends of the Service Feeders in the Premises from any accidental cause other than:
 - 2.1 the deliberate act of The Insured or any supply authority;
 - 2.2 drought or shortage or fuel at any electricity utility.

Special conditions applicable to failure of the public supply of electricity:

1. the liability of The Insurer shall not exceed the Sum(s) Insured by this Section;
2. the Indemnity Period shall commence 12 (twelve) hours after the failure and end not later than 31 (thirty one) days after such failure.

Indemnity Period

The Period during which the Results of the Business shall be affected in consequence of the Accident beginning the number of hours/days detailed in the Schedule as the Time Exclusion after the occurrence of the Accident and ending not later than the expiry of the Period detailed in the Schedule as the Indemnity Period after such occurrence.

The time excess shall not apply to loss or damage directly caused by fire, storm (excluding lightning), subsidence, wind or the collapse of buildings.

The limit of liability (applicable to Section II)

The liability of the Insurers shall not exceed the amounts specified in the Schedule in respect of any one accident or series of accidents arising out of or in connection with any one event.

In the event of the payment by the Insurers of any Sum or Sums in discharge of the Insurers' liability in terms of this Policy the Sum(s) Insured shall automatically be reinstated for the remainder of the current Period of Insurance.

The Insured shall pay to the Insurers the Additional Premium required by the Insurers calculated pro rata from the day of the accident to the end of the Period of Insurance.

General Exceptions

Section I & Section II

This Policy does not cover:

1. 1.1 loss or destruction of or damage to any Property whatsoever resulting or arising therefrom or any consequential loss;
- 1.2 any legal liability of whatsoever nature;

directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion combustion shall include any self-sustaining process of nuclear fission.

The Indemnity provided by this Policy shall not apply to nor include any loss destruction or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

2. The Indemnity by this Policy in terms of all Material Damage and Consequential Loss Sections shall exclude loss or damage or whatsoever nature relating to or in consequence of The Insured Property/Machinery containing Environmentally Hazardous Substances such as (but not limited to) Refrigeration Insulation and Cooling Media. This Exception also applies to costs of, and time taken to modify The Insured Property/Machinery to operate on Environmentally Safe Media.
3. Notwithstanding any provision of this Policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this Policy does not cover:
 - 3.1 loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;
 - 3.2 any legal liability of whatsoever nature;
 - 3.3 any consequential loss;

directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all:

1. to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date, or
2. to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such date, or
3. to capture, save, retain or to process any information or code due to program errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programs, or
4. to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any Trojan Horse, time or logic bomb or worm or any other destructive or disruptive code, media or program or interference.

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

Special extension to the above computer losses general exception

1. Loss or destruction of or damage to the Insured property by fire, explosion, lightning, earthquake or by the special perils referred to below or indemnified by the Glass, Employer's Liability, Stated Benefits, Group Personal Accident or Motor section is not excluded by this General exception.

The special perils that are not excluded for the purpose of this special extension are damage caused by:

- 1.1 storm, wind, water, hail or snow excluding damage to property:
 - 1.1.1 arising from it undergoing any process necessarily involving the use or application of water;
 - 1.1.2 caused by tidal wave originating from earthquake or volcanic eruption;
 - 1.1.3 in the underground workings of any mine;
 - 1.1.4 in the open (other than buildings structures and plant designed to exist or operate in the open);
 - 1.1.5 in any structure not completely roofed;
 - 1.1.6 being retaining walls;
- 1.2 aircraft and other aerial devices or articles dropped therefrom;
- 1.3 impact by animals, trees, aerals, satellite dishes or vehicles excluding damage to such animals, trees, aerals, satellite dishes or vehicles or property in or on such vehicles.

Unless so described and specifically insured as a separate item

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

2. The above General exception also does not apply to consequential loss as insured by any Business Interruption indemnity provided by this Policy to the extent that such consequential loss results from damage to insured property by the perils referred to in Special extension A above.
3. This Special extension will not insure any loss destruction, damage or consequential loss if it would not have been insured in the absence of this Computer Losses General exception and this Special extension.
4. This Special extension shall not apply to any Public Liability indemnity.

General Memoranda

Incompatibility Cover

Notwithstanding anything contained to the contrary in the Policy the indemnity by Section I and Section II shall indemnify The Insured for costs incurred in respect of:

1. modifications or alterations to the Property Insured directly consequent upon indemnifiable loss or damage to ensure the operating integrity of the electronic system;
2. replacement or upgrading of legal programs to achieve compatibility with the modified or altered electronic system;
3. the restoration of previously captured data which has become inaccessible due to the modifications to or alterations of the electronic system or in consequence of the replacement or upgrading of legal programs, provided always that:
 - 3.1 the costs provided for in (a), (b) and (c) shall be necessarily and reasonably incurred to maintain normal working conditions;
 - 3.2 such additional costs shall be incurred as a direct consequence of indemnifiable loss or damage in terms of Section I or II of this Policy;
 - 3.3 the cover afforded hereunder shall be restricted to:
 - 3.3.1 parts or components of the electronic system which are not indemnifiable under Section I hereof;
 - 3.3.2 programs or data reinstatement not indemnifiable under Item II of Section II hereof;
 - 3.4 the indemnity by this extension shall in respect of any one event be limited in the aggregate to 20% (twenty percent) of the applicable total Sum Insured under Section I – The limit of indemnity and Section II – Item II hereof or R25 000 (twenty five thousand rand) whichever is the lesser;
 - 3.5 this extension of cover only applies if stated in the Schedule to be included.

Conditions

This Policy consists of a Preamble, Schedule, Specification (Section I and II) and Conditions which shall be read together as one Document and any word or explanation to which a specific meaning has been attached herein shall bear such meaning wherever it may appear.

1. Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference may be referred to as an Arbitrator (or Arbitrators) to be appointed by the Parties concerned in accordance with the applicable Statutory Provisions in force. The making of an Award shall be a condition precedent to any right of action against the Insurers to recover such amount in dispute.

2. Duties following an accident

2.1 On the happening of any event giving rise or likely to give rise to a Claim under this Policy the Insured shall:

- 2.1.1 as soon as reasonably possible give notification to the Insurers;
- 2.1.2 exercise all means in his power to limit the loss to salvage the Insured Items and to ensure their preservation and shall with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption with the Business;
- 2.1.3 if called upon to do so by the Insurers submit a statement in writing of all particulars and details reasonably practicable and furnish all such books of account and other business books vouchers invoices balance sheets and other documents proofs explanations and other evidence as may be reasonably required by the Insurers.

If the Claim be in any respect fraudulent or any false declaration be made or used in support thereof all benefit under this Policy is forfeited.

3. Obligations of the Insured

- 3.1 The Insured shall take all necessary steps to ensure that the Property Insured is maintained in good working order and that it is not habitually or intentionally overloaded and that Government and other Regulations relating to the operation of such Property are observed.
- 3.2 The Insured shall notify the Insurers of any faults or defects in the Property Insured known to the Insured during any Period of Insurance covered by the Policy.
- 3.3 Notice of any intended alteration to or departure from normal working conditions which affect the risk must be given to the Insurers. If the Insurers cannot approve such alteration or departure from normal working conditions the Insurers may cancel the Insurance in respect of the Property concerned making an appropriate return of Premium.
- 3.4 The Insured shall allow the duly Authorised Representative of the Insurers to examine the Property Insured under the Policy at any reasonable time. If during inspection by an Authorised Representative of the Insurers any new facts of a nature likely to render the risk more than usually hazardous are observed the Insured must at the request of the Insurers restore the risk to normal within a reasonable time failing which the Insurers may suspend Cover in whole or by part until such time as the risk is restored to normal.
- 3.5 You will ensure that all fire fighting equipment complies with the relevant municipal by-laws. National building regulations and any national legislation that may be applicable. You will also ensure that all fire fighting equipment is maintained in good working condition by a competent service provider.

4. Prescription

- 4.1 If the Insurers disclaim liability to the Insured for any Claim hereunder and such Claim shall not within 12 (twelve) calendar months from the date of such disclaimer be the subject of pending legal action against the Insurers then the Claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- 4.2 If any dispute arises as to the amount of any loss or damage claimed by the Insured and the Claim shall not within 12 (twelve) calendar months from the date of such dispute arising have been referred to Arbitration under the Provision herein contained, then the Claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

5. Recourse

The Insurers shall be entitled in the Name of the Insured to have the absolute conduct and control of all or any proceedings they may consider necessary for the purpose of recovering Compensation from any Third Party in respect of anything covered by this Policy and the Insured shall at the Insurers' expense furnish all such assistance as may reasonably be required by the Insurers in connection with such proceedings.

6. Transfer of interest

No transfer of interest in any Item Insured by this Policy shall affect or be binding on the Insurers unless notice thereof shall have been given and the Insurers' consent thereto in writing first obtained.

MOTOR

Sub-Section A – Loss or damage

Defined Events

Loss of or damage to any vehicle described in the Schedule, including its accessories and spare parts whilst therein or thereon.

Definitions

Accessories and spare parts (non-standard)	any accessory or part not supplied by the manufacturer as a standard fitment and fitted as an aftermarket fitment (optional extras).
Description of use	use for social, domestic and pleasure purposes and use for the business or occupation of the Insured; but excluding: 1. hiring; 2. carriage of passengers for hire or carriage of fare paying passengers; 3. racing, speed or other contests, rallies, trials; 4. carriage of explosives; 5. carriage of any load or passengers exceeding the capacity for which the vehicle is constructed or licenced to carry; 6. use for any purpose in connection with the motor trade; 7. used for other than what the vehicle was constructed or licenced to be used for. The indemnity to the Insured in connection with any vehicle shall operate while such vehicle is in the custody or control of a member of the motor trade for the purpose of its overhaul, upkeep or repair but excluding if the vehicle is in possession or on commission or else for the purpose of retail or similar.
Driver's licence	an official document that is legally recognized within the Republic of South Africa that grants the Insured, or their authorised driver, permission to drive a motor vehicle. The issuance of a valid driver's licence must be done by a legally authorized government authority, the Driving Licence Testing Centre (DLTC), which operates under the supervision of the provincial and national Department of Transport or equivalent authority.
Limit of indemnity	the limit of indemnity for each type of vehicle is as stated in the Schedule and shall be the maximum amount payable by the Insurer or the Reasonable retail value (as defined), including any specified accessories, whichever is the lesser.
Occurrence	the term 'occurrence' shall mean an occurrence or series of occurrences arising from one cause in connection with any one vehicle in respect of which indemnity is provided by this insurance.
Reasonable retail value	the reasonable retail value of the vehicle and its factory fitted accessories and spare parts at the time of such loss or damage shall be determined by the current Auto Dealers Guide or Commercial Vehicle Guide.
Vehicle	Definition 1 Private type motor cars (including any station wagon, 4x4 or 4x2 station wagon), safari van, estate car or similar vehicle designed to seat not more than 12 (twelve) people (including the driver) but excluding taxi's. Definition 2 Commercial vehicles and special type vehicles as described in the Schedule but excluding taxi's.

Vehicle (cont.)

Definition 3

Motorcycles (including motor scooters, three-wheeled vehicles and quad bikes) and golf carts.

Definition 4

Buses (including any vehicle used for business purposes and designed to seat more than 12 (twelve) people, including the driver) but excluding taxi's.

Definition 5

Trailers, i.e., any vehicle without means of self-propulsion designed to be drawn by a self-propelled vehicle, but excluding any parts or accessories not permanently fitted thereto.

Definition 6

any such vehicle being owned by or hired or leased to the Insured including any such vehicle temporarily operated by the Insured as replacement for any vehicle specified which is out of use for the purpose of overhaul, upkeep and/or repair;

PROVIDED THAT:

1. the maximum period a rental or temporary vehicle shall be used shall not exceed 31 (thirty one) consecutive days;
2. the maximum liability of the Insurer shall not exceed the Reasonable retail value of the replacement vehicle or the limit of indemnity of the replaced vehicle as stated in the Schedule, whichever is the lesser.

Specific Exceptions (applicable to Sub-Section A)

The Insurer shall not be liable to pay for any:

1. consequential loss as a result of any cause whatsoever;
2. money paid towards the upgrade of or extension of a maintenance plan or similar expense;
3. depreciation in value whether arising from repairs following a Defined Event or otherwise;
4. wear and tear;
5. mechanical, electronic or electrical breakdown, failure or breakage;
6. damage to tyres:
 - 6.1 by application of brakes; or
 - 6.2 by road punctures, cuts or bursts; or
 - 6.3 as a result of inequalities of the road or other surface or to impact with such inequalities;

UNLESS:

damage to tyres is accompanied by damage to other parts of the vehicle;

7. damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities;
8. damage to the Insured vehicle caused by or attributable to the un-roadworthy condition of the vehicle;
9. loss, damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally conducted by Customs, Police Services, Crime Prevention Units or any lawfully constituted officials or authorities.

Sub-Section B - Liability to third parties

Defined Events

Any accident caused by or through or in connection with any vehicle described in the Schedule or in connection with the loading and/or unloading of such vehicle in respect of which the Insured and/or any passenger becomes legally liable to pay all sums including claimant's costs and expenses in respect of:

1. death of or bodily injury to any person, excluding death of or bodily injury to any person in the employ of the Insured arising from and in the course of such employment or being a member of the same household or family as the Insured;

2. damage to property other than property belonging to the Insured or held in trust by or in the custody or control of the Insured or being conveyed by, loaded onto or unloaded from such vehicle.

The Insurer will also, in terms of and subject to the limitations of and for the purposes of this Sub-Section:

1. pay all costs and expenses incurred with their written consent, and shall be entitled at their discretion to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this Sub-Section, or for defending in any magistrate's court any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this Sub-Section;

PROVIDED THAT:

the total of the Insurer's liability under both this Extension and Sub-Section B shall not exceed the limit of liability stated in the Schedule;

2. indemnify any person who is driving or using such vehicle on the Insured's order or with the Insured's permission;

PROVIDED THAT:

1. such person shall, as though he were the Insured, observe, fulfil and be subject to the Terms, Exceptions and Conditions of this insurance in so far as they can apply;
2. such person driving such vehicle has not to the Insured's knowledge been refused any motor insurance or continuance thereof by any Insurer;
3. indemnity shall not apply in respect of claims made by any member of the same household or family as such person;
4. such person is not entitled to indemnity under any other Policy except in respect of any amount not recoverable thereunder;

3. indemnify the Insured while personally driving or using any private type motor car not belonging to the Insured and not leased or hired to the Insured under a lease or suspensive sale agreement, provided the Insured is an individual and has insured hereunder a vehicle described under Vehicle Definition 1 or 2;

PROVIDED THAT:

the Insurer shall not be liable for damage to the vehicle being driven or used;

4. indemnify the Insured in respect of liability arising from the towing by a vehicle (other than for reward) of any other vehicle or trailer (including liability in connection with the towed vehicle or trailer);

PROVIDED THAT:

the Insurer shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon.

Limits of indemnity (applicable to Sub-Section B)

The liability of the Insurer under this Sub-Section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the Schedule.

Specific Exceptions (applicable to Sub-Section B)

The Insurer shall not be liable under this Sub-Section in respect of:

1. any Compensation or claim which falls within the scope of any Compulsory Motor Vehicle Insurance enactment. This Exception shall apply notwithstanding that no other insurance under such enactment is in force or has been effected and regardless of whether the applicable legislative fund is unable to or incapable of providing Compensation;
2. death of or injury to any person being carried in or upon or entering or getting into or alighting from a vehicle described in Vehicle Definition 2, 3, 4 or 5 at the time of the occurrence of the event from which any claim arises (except any person being carried in or upon or entering or getting onto or alighting from a permanently enclosed passenger carrying compartment of a commercial vehicle with a carrying capacity not exceeding 1 500kg (one thousand five hundred kilograms));
3. liability arising from the operation, demonstration or use (for purposes other than maintenance or repair of the vehicle) of any tool or plant forming part of or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant. This Exception shall not apply to forklift trucks;

4. if it is required that the driver of the Insured vehicle effects a separate Third-Party liability insurance specific to any other country concerned, then the Insurer will not indemnify the Insured for any legal liability incurred through the use or possession of the Insured vehicle whilst in the country concerned outside the borders of South Africa.

Sub-Section C – Emergency Expense Shortfall

Defined Events

If an occupant in the specified part of a vehicle described below, in direct connection with such vehicle, sustains bodily injury by violent, accidental, external and visible means, the Insurer will pay to the Insured the emergency expense shortfall incurred as a result of such injury up to R10 000 (ten thousand rand) per injured occupant and R50 000 (fifty thousand rand) in total for all occupants injured as a result of an occurrence or series of occurrences arising out of one event.

The amount payable under this Sub-Section shall be reduced by any amount recoverable under any Workmen's Compensation enactment or similar legislation or under any medical expenses scheme or medical insurance.

The term 'emergency expense shortfall' includes any costs incurred to free such injured occupant from such vehicle or to bring such injured occupant to a place where medical treatment can be given.

Defined vehicle but only if it is insured in terms of Sub-Section A of this Section	Specified part of vehicle in which the injury must occur
Any private-type motor car or motorised caravan	Anywhere inside the vehicle
Any other type of insured vehicle other than a bus or taxi	The permanently enclosed passenger-carrying compartment

This benefit applies regardless of whether the applicable legislative fund is unable to or incapable of providing Compensation.

Specific Exceptions (applicable to all Sub-Sections)

1. The Insurer shall not be liable for any accident, injury, loss, damage or liability:
 - 1.1 whilst the vehicle is being used with the general knowledge and consent of the Insured otherwise than in accordance with the Description of use Clause;
 - 1.2 incurred outside the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi and Mozambique, but the Insurer will indemnify the Insured against loss of or damage to any vehicle while in transit by sea or air between ports or places in these territories including loading and unloading incidental to such transit;

PROVIDED THAT:

the Insurer will not be liable for any accident, injury, loss, damage or liability if the country entered into provides cover on entry;
 - 1.3 arising from the ownership, possession or use of vehicles:
 - 1.3.1 used principally for the transportation of explosives such as nitroglycerine, dynamite or any other substance classified as a highly explosive substance or for the transport of hazardous chemicals;
 - 1.3.2 in the underground workings of any mine or on the apron or runway at any airport;
 - 1.4 incurred while any vehicle is being driven by:
 - 1.4.1 the Insured:
 - 1.4.1.1 while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than themselves); or
 - 1.4.1.2 while the blood alcohol percentage of the Insured exceeds the statutory limit at the time of the occurrence; or
 - 1.4.1.3 while not holding a valid driver's licence to drive such vehicle;

- 1.4.2 any other person with the general consent of the Insured who, to the Insured's knowledge:
 - 1.4.2.1 is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than themselves); or
 - 1.4.2.2 while the blood alcohol percentage of such person exceeds the statutory limit at the time of the occurrence; or
 - 1.4.2.3 who does not hold a valid driver's licence to drive such vehicle, but this shall not apply if the Insured was unaware that the driver did not hold a valid driver's licence and the Insured can prove to the satisfaction of the Insurer that, in the normal course of their business, procedures are in operation to ensure that only drivers with valid licences are permitted to drive insured vehicles;
- 1.4.3 or is under control for the purpose of being driven by a person who does not hold a current valid Professional Driving Permit (PrDP) to drive such a vehicle as required in terms of the National Road Traffic Act (including any amendments thereto). This Exception also applies if the said person has held a PrDP but has not renewed it and is applicable to all drivers of:
 - 1.4.3.1 goods vehicles with a gross vehicle mass (GVM) exceeding 3 500kg (three thousand five hundred kilograms);
 - 1.4.3.2 breakdown vehicles;
 - 1.4.3.3 buses;
 - 1.4.3.4 mini-buses with a GMV exceeding 3 500kg (three thousand five hundred kilograms) or with 12 (twelve) or more seats (including the driver);
 - 1.4.3.5 motor vehicles conveying persons for reward;
 - 1.4.3.6 motor vehicles conveying more than 12 (twelve) people;
 - 1.4.3.7 any vehicle for which an operating licence is issued;
 - 1.4.3.8 any vehicle carrying dangerous goods;

but this shall not apply if the Insured was unaware that the driver did not hold a valid licence and the Insured can prove to the satisfaction of the Insurer that, in the normal course of business, procedures are in operation to ensure that only licenced drivers with valid licences are permitted to drive insured vehicles;

PROVIDED THAT:

any driver shall be deemed to be licenced to drive the vehicle if they comply with the licensing laws relating to any of the territories referred to under Specific Exception 1.2.1 or if a licence is not required by law, or while such driver is learning to drive and is complying with the laws relating to learner drivers.

It is understood that for the purpose of Specific Exception 1, if the Insured is a Company or close corporation, the term Insured shall include any director or senior manager of such Company or close corporation.

2. The Insurer shall not be liable for any claim arising from contractual liability, unless such liability would have attached to the Insured notwithstanding such contractual agreement.

Specific Conditions

Driver's licence

A valid driver's licence is a licence that has not been cancelled, suspended or revoked.

If, during the currency of this Section, any driver's licence in favour of the Insured or their authorised driver is endorsed, suspended, cancelled or revoked, or the Insured or their authorised driver is charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the Insurer immediately upon the Insured having knowledge of such fact and continuation of cover under this section must be given in writing by the Insurer to the Insured.

Vehicle security/immobiliser

1. If the Insurer specifies that a particular type of security system must be installed in any insured vehicle stated in the Schedule of this Section, for the Insured to qualify for theft cover in terms of this Policy or if the Insured receives

a security discount on any insured vehicle stated in the Schedule of this Section, the onus rests upon the Insured, in the event of theft of any such insured vehicle, to prove that the security system was installed, engaged and fully operational.

2. The Insured shall ensure that the service agreement with and/or recommendations made by the manufacturers and/or installers of any such security system are adhered to at all times. This includes regular self-testing or testing otherwise.
3. The Insurer shall not be liable in respect of any loss or damage arising from theft of such vehicle if the Insured:
 - 3.1 fails to install any required security device or to engage and/or activate it prior to the theft of the vehicle;
 - 3.2 cancels the service agreement;
 - 3.3 fails to pay any subscription due in terms of such agreement.

In the event that the Insurer specifies that any tracking device must be installed in an insured vehicle, the Insured must make sure that the Insured vehicle is linked up to the tracking services at all times and that the Insured vehicle's tracking unit is operational and armed at all times.

Clauses and extensions

Additional costs

In addition to the limit of indemnity (as defined under Sub-Section A), the Insurer will pay for:

1. protection and removal:

the cost of protection and removal to the nearest repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;

2. storage:

the cost of storage at the nearest yard, place of safety or repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;

3. delivery after repair:

the cost of delivery to the Insured, after repair of such loss or damage, to the permanent address of the Insured per the following territorial scope:

Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi or Mozambique;

4. emergency repairs:

the Insured may give instructions for emergency repairs to be executed without the previous consent of the Insurer provided a detailed estimate is first obtained and forwarded to the Insurer;

PROVIDED THAT:

1. a valid claim is submitted under Sub-Section A;
2. the Insurer shall not be responsible to pay more than R40 000 (forty thousand rand) in the aggregate any one event per vehicle in respect of 1, 2, 3 and 4 above.

Contingent liability

The indemnity under Sub-Section B includes claims made against:

1. the Insured in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not the property of or provided by the Insured, while being used by any partner or director or employee of the Insured (hereinafter in this Extension referred to as 'Such person');
2. any Such person in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not belonging to Such person or to the Insured or leased or hired by either of them, but only in so far as Such person has not been refused any motor insurance or continuance thereof by any Insurer;

PROVIDED THAT:

1. Exception 2 under Sub-Section B is deleted;
2. the Insurer shall not be liable for loss of or damage to any motor vehicle being used for the purposes and in the manner described in 1. and 2. above;
3. the payment by the Insured of subsidies or travel allowances to Such person for the use of their own vehicle for official purposes of the Insured, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this Extension;
4. if, at the time of the occurrence of any accident giving rise to a claim under this Extension, the Insured or Such person is entitled to indemnity under any other Policy in respect of the same occurrence, the Insurer shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other Policy;
5. the Terms, Exceptions and Conditions of the Policy shall otherwise apply;
6. the Insurer's liability shall not exceed R2 500 000 (two million five hundred thousand rand) for each and every occurrence.

Cross liabilities

Where more than one Insured is named in the Schedule, the Insurer will indemnify each Insured separately and not jointly, and any liability arising between such Insured shall be treated as though separate policies had been issued to each;

PROVIDED THAT:

the aggregate liability of the Insurer shall not exceed the limit of indemnity stated in the Schedule.

Emergency accommodation

Accommodation for the Insured and/or spouse as well as any passenger travelling with the Insured in respect of an emergency as a result of:

1. loss or damage to the vehicle; or
2. mechanical, electronic or electrical breakdown of the vehicle;

PROVIDED THAT:

the Insurer's liability shall not exceed:

1. R1 000 (one thousand rand) per person; and
2. R5 000 (five thousand rand) in the aggregate any one occurrence.

This Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500kg (three thousand five hundred kilograms).

Fire, lightning and explosion

The first amount payable shall not be applicable to loss or damage as a result of fire, lightning or explosion.

First amount payable

In respect of each and every occurrence giving rise to a claim under Sub-Section A, the Insured shall be responsible for the first amounts payable stated in the Schedule (according to the type of vehicle) of any expenditure (or any less expenditure which may be incurred) for which provision is made under Sub-Section A (including any payment in respect of costs, expenses and fees), and of any expenditure by the Insurer in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the Insurer shall include any first amount payable for which the Insured is responsible, such amount shall be paid by the Insured to the Insurer.

Loss of fuel

The Insurer will pay for loss of fuel from the fuel tank of the vehicle stated in the Schedule as a result of:

1. a collision involving the vehicle; or
2. theft/hijacking of the vehicle or any attempt thereat accompanied by violence or threat of violence;

PROVIDED THAT:

1. the Insured shall provide proof of the quantity of fuel contained in the vehicle's fuel tank at the time of loss;
2. the Insurer's liability shall not exceed R2 000 (two thousand rand) any one occurrence.

The Insured shall pay in addition all other first amounts payable in terms of the original claim.

Loss of locks, keys, central locking devices and remotes

The Insurer will indemnify the Insured in respect of the cost of replacing locks, keys, central locking devices and remotes including the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of any insured vehicle, following upon the disappearance of any key or alarm controller of such vehicle or following upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller;

PROVIDED THAT:

the Insurer's liability shall not exceed R20 000 (twenty thousand rand) in respect of any one event.

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

Parking facilities and movement of third-party vehicles

This Section extends to indemnify the Insured in respect of accidents caused by or through or in connection with the moving of any vehicle (not owned or borrowed by or hired or leased to the Insured) by any person in the employment of the Insured or acting on the Insured's behalf;

PROVIDED THAT:

1. this Extension shall not apply in respect of damage to vehicles which are parked for reward;
2. the Insurer's liability shall not exceed R2 500 000 (two million five hundred thousand rand) any one event.

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

For the purpose of this Extension, such vehicle (and its contents) shall not be deemed to be held in trust by or in the custody or control of the Insured.

Passenger liability

Specific Exception 2 to Sub-Section B shall not apply to vehicles, described in definitions 2, 3 or 4;

PROVIDED THAT:

1. this Extension does not apply to special type vehicle, quad bikes or golf carts;
2. the limit of indemnity for any one occurrence shall not exceed R2 500 000 (two and a half million rand).

Principals

Notwithstanding Specific Exception 2 (applicable to all Sub-Sections), the indemnity under Sub-Section B extends to indemnify to the extent required by the general conditions of contract published by the Joint Building Contracts Committee, the South African Association of Consulting Engineers, the South African Institution of Civil Engineers and in connection with any liability arising from the performance of such contract, any principal named in such contract entered into by the Insured for the purposes of the business;

PROVIDED THAT:

the liability of the Insurer shall not exceed the limit of indemnity stated in the Schedule.

Repair, reinstate or replace

The Insurer may, at its own option and discretion, repair, reinstate or replace the vehicle or any part thereof and/or its accessories and spare parts therein or thereon or may pay in cash the amount of the loss or damage not exceeding the limit of indemnity (as defined under Sub-Section A).

If the Insurer replaces or reinstates such vehicle the Insurer shall have the option to take ownership of the vehicle.

Repatriation of vehicles used outside the territorial scope

If an insured vehicle is lost or damaged within the territorial scope of this Policy but outside the Republic of South Africa, the Insurer will pay for reasonable costs incurred:

1. occupants:

in repatriating up to 4 (four) occupants back to the place of residence within the Republic of South Africa subject to a maximum amount of R20 000 (twenty thousand rand) per event;

2. vehicle transport cost:

for the costs and expenses of transporting the vehicle to the nearest border post in the Republic of South Africa, or as agreed with the Insurer, subject to a maximum of R20 000 (twenty thousand rand) per event;

3. temporary repairs:

or the costs of any temporary repairs undertaken by a repairer situated outside the Republic of South Africa subject to a maximum of R20 000 (twenty thousand rand);

PROVIDED THAT:

the Insured shall provide the Insurer with all relevant and supporting documentation relevant to the costs incurred on request.

This Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500kg (three thousand five hundred kilograms).

Roadworthiness/compliance

The Insured must maintain the Insured vehicle in an efficient and roadworthy condition in compliance with the National Road Traffic Act 93 of 1996 (as amended or substituted) and the Regulations promulgated thereunder, or any similar legislation which applies to the Territorial Limits.

Sound equipment

In respect of each and every occurrence giving rise to a claim following upon theft or attempted theft of motor radios, cassette players and any other equipment of a similar nature or telephones:

1. if supplied by the manufacturer when new

the replacement value of the item subject to the first amount payable stated in the Schedule;

2. not supplied by the manufacturer when new (after-market installation)

not specified as a separate item in the Schedule, limited to R5 000 (five thousand rand) per event;

3. specified in the Schedule

the Sum Insured stated in the Schedule and reduced by the first amount payable stated in the Schedule.

Spare parts

In the event of any part being unprocurable as a standard (ready-manufactured) article within the Republic of South Africa, the liability of the Insurer shall be discharged by the payment of an amount equal to the value of such part at the time of loss but not exceeding the manufacturer's latest price list operative in the Republic of South Africa and the reasonable cost of freight, other than by air, and current labour charge applicable thereto.

Suspensive sale

If, to the knowledge of the Insurer, the vehicle is subject to a suspensive sale or similar agreement, such payment shall be made to the owner described therein whose receipt shall be in full and final discharge to the Insurer in respect of such loss or damage.

Tracking device

If the tracking device fitted to the vehicle is unrecoverable or damaged beyond repair, the Insurer will pay the reasonable replacement value of such device up to R2 000 (two thousand rand) per event.

Vehicle replacement

The Insurer shall instead of a monetary payment and subject to the consent of the Insured and/or of any other interested party known to the Insurer replace the said motor vehicle with a new motor vehicle of the same type and model (subject to the availability thereof) if within 12 (twelve) months after the first registration of the vehicle and subject to it not having been driven for more than 30 000 km (thirty thousand kilometres);

PROVIDED THAT:

1. the loss of the vehicle is as a result of theft and if the said vehicle cannot be traced within a reasonable period after the theft thereof has been reported to the Insurer; or
2. the vehicle is damaged to the extent that the cost of repairs exceeds 70% (seventy percent) of its list price plus taxes when new;

PROVIDED FURTHER THAT:

1. the basis of indemnity will be the current cost of a new motor vehicle of the same or similar model subject to a limit of 120% (one hundred and twenty percent) of the maximum indemnity as stated in the Schedule, less any first amounts payable;
2. in the event of a vehicle being replaced under the circumstances as described in Provisions 1 and 2 above, the Insurer shall be entitled to the possession and ownership of the lost or damaged vehicle.

This Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500kg (three thousand five hundred kilograms).

Vehicle sharing

The acceptance of payment for giving lifts to passengers in private-type motorcars (as defined) and in the passenger-carrying compartment of light delivery vehicles with a gross vehicle mass not exceeding 3 500kg (three thousand five hundred kilograms) when it is part of a vehicle-sharing agreement for social purposes or commuting, will not be regarded as excluded under the Description of use Clause;

PROVIDED THAT:

1. the passengers are not being carried in the course of a passenger-carrying business;
2. the total payments received for such journeys do not involve any element of profit.

Waiver of subrogation rights

For the purposes of this Section, the Insurer waives all rights of subrogation or action which they may have or acquire against any other person to whom the indemnity hereunder applies, and each such person shall observe, fulfill and be subject to the Terms, Exceptions and Conditions (both general and specific) of this insurance in so far as they can apply.

War

In respect of Sub-Section B and C only, General Exception 1. *War, riot and terrorism* is deleted and replaced by the following:

"This Section does not cover war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power."

Windscreen/Glass

The Insurer will pay for the cost to repair or replace for damage to windscreen glass, side or rear glass, head or tail lamps, or fitted spotlights forming part of any vehicle as stated in the Schedule;

PROVIDED THAT:

1. no other damage has been caused to the vehicle giving rise to a claim under the Policy;
2. the Insured shall be responsible for the first amount payable (applicable to glass) stated in the Schedule of each and every loss.

Wreckage removal

The cover provided under Sub-Section A of this Section is extended to include costs and expenses incurred by the Insured in respect of the clearing up and removal of debris and wreckage of any insured vehicle following damage to such vehicle by a Defined Event;

PROVIDED THAT:

in addition to the limit of indemnity under Sub-Section A of this Section, the Insurer's liability under this Extension shall not exceed R20 000 (twenty thousand rand) in respect of any one occurrence.

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

Optional clauses and extensions (if stated in the Schedule to be included)

Credit shortfall

If any total loss settlement under Sub-Section A is less than the amount owing to the financier under a current installment sale or lease agreement, the Insurer will pay to the Insured an additional amount equal to the shortfall less:

1. any arrears installments or rentals including interest payable on such arrears;
2. all refunds of premium for cancellation of any insurance cover relating to the motor vehicle;
3. the increased installments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled;
4. the first amount payable under Sub-Section A;

PROVIDED THAT:

1. the amounts payable shall not exceed the maximum indemnity less the first amount payable under Sub-Section A;
2. this endorsement shall not apply to an agreement whereby the amount of any single installment other than the final residual amount after the initial payment differs by more than 10% (ten percent) from any other installment;
3. if such shortfall is as a result of a re-advance under an installment sale or refinancing in terms of a lease the insurance by this Extension shall be void;
4. the amount payable under this Extension shall not exceed the Sum Insured stated in the Schedule subject to the Terms, Provisions and Conditions of this Extension.

Retail value plus

If the vehicle described in the Policy Schedule, covered under Sub-Section A, is stolen, hijacked or damaged beyond economical repair and for which the Insurer accepted liability to compensate for, the Insurer will pay the Reasonable retail value (as per the Defined Events) at the time of loss, plus the additional percentage selected plus any specified accessories as stated in the Policy Schedule;

PROVIDED THAT:

1. The Insurer's liability shall not exceed:
 - 1.1 the maximum indemnity stated in the Policy Schedule against such vehicle; or
 - 1.2 the Reasonable retail value (as per the Defined Events) as at the time of loss PLUS the additional percentage selected PLUS any specified accessories, as stated in the Policy Schedule;
 less the first amount payable under Sub-Section A, whichever is the lesser;
2. the Insured shall provide the Insurer with written proof, obtained from a motor dealer, accredited professional valuator or registered motor club, confirming the value of the vehicle as at the time of loss.

This Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500kg (three thousand five hundred kilograms).

Riot and strike extension (if stated in the Schedule to be included)

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein this Section is extended to cover loss or damage directly occasioned by or through or in consequence of:

1. civil commotion, labour disturbances, riots, strikes or lockout;
2. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 1 above.

Provided that this extension does not cover:

1. Loss or damage occurring in the Republic of South Africa & Namibia.
2. Consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
3. Loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.
4. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
5. Loss or damage related to or caused by any occurrence referred to in General Exception 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 and 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Insurer alleges that by reason of provisos 1, 2, 3, 4 or 5 loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

Unauthorised passenger's personal injury liability

The indemnity under Sub-Section B, notwithstanding Exception 2 thereto, extends to cover the Insured's legal liability for death of or bodily injury to persons while being carried in or upon or entering or getting onto or alighting from any vehicle in contravention of the Insured's instructions to their driver not to carry passengers. The limit of indemnity for any one occurrence shall not exceed the Sum Insured stated in the Schedule.

Vehicle hire

If a comprehensively insured vehicle is stolen, hijacked or damaged and for which the Insurer accepted liability to compensate for, the Insurer will in their discretion pay to the Insured the equivalent rental cost incurred of a replacement vehicle or arrange for a replacement vehicle;

PROVIDED THAT:

1. Cost and capacity of rented vehicle:
 - 1.1 the daily rental cost shall not exceed the amount stated in the Schedule;
 - 1.2 the engine capacity of the hired vehicle shall not exceed 2 000 cc (two thousand cubic centimetres);
 - 1.3 the carrying capacity of the hired vehicle shall not exceed 3 500kg (three thousand five hundred kilograms);
 - 1.4 all delivery and/or collection costs;
 - 1.5 administration costs chargeable by the vehicle hire company;

subject to a maximum of R2 500 (two thousand five hundred rand) for each and every event in terms of 1.4 and 1.5 above.
2. Excluded costs (costs the Insurer shall not be liable to pay):
 - 2.1 any deposits payable;
 - 2.2 fuel used during the rental period;
 - 2.3 parking fees, speeding fines or fines, toll or e-toll costs;
 - 2.4 excesses payable to the rental company.
3. The rental period:
 - 3.1 starts on the day the Insurer admits liability in terms of the original claim and agrees to the rental;
 - 3.2 the rental period shall cease at the time when:
 - 3.2.1 the vehicle is recovered upon theft (and repaired if necessary) and returned to the owner;
 - 3.2.2 the vehicle is repaired after being damaged and returned to the owner;
 - 3.2.3 the Insurer has discharged liability in respect of the loss suffered;
 - 3.2.4 after 30 (thirty), 45 (forty five) or 60 (sixty) consecutive days (as stated in the Policy Schedule);

whichever occurs first.

This Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500kg (three thousand five hundred kilograms).

Waiver of basic compulsory first amount payable

The basic first amount payable (applicable to Sub-Section A) as stated in the Schedule is hereby cancelled;

PROVIDED THAT:

1. this Extension applies to the Insured and their designated driver who is older than 25 (twenty five) years of age and has held a valid driver's licence for more than 5 (five) years and which is unendorsed;
2. this Extension shall not apply to windscreen claims and if the loss or damage is as a result of theft or hijacking of the vehicle.

This Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500kg (three thousand five hundred kilograms).

Optional limitation of cover (if stated in the Schedule to be applicable)

Third party only limitation

The following are cancelled:

1. Sub-Section A;
2. Sub-Section C.

Third party, fire and theft only limitation

The liability of the Insurer under Sub-Section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion or theft/hijack. Furthermore, Sub-Section C is cancelled.

MOTOR TRADERS RISK (INTERNAL AND EXTERNAL)

Sub-Section A - Loss or damage

Defined Events

Loss of or damage to any vehicle as defined in Definitions arising in the course of the Insured's business including its accessories and spare parts whilst therein or thereon but excluding (unless supplied by the manufacturer when new) car radios, tape players, compact disc players or any sound equipment, and occurring whilst the vehicle is:

1. on the road;
2. temporarily garaged during the course of a journey elsewhere, other than in or on any business premises owned and/or occupied by the Insured, anywhere in the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Mozambique and Malawi;
3. in or on the premises of the Insured as specified in the Schedule.

Definitions

Accessories and spare parts (non-standard)	any accessory or part not supplied by the manufacturer as a standard fitment and fitted as an aftermarket fitment (optional extras).
Damage	physical damage to the vehicle.
Description of use	the vehicle as defined in Definitions may only be used for: 1. the business purposes of the Insured; 2. tuition provided by the Insured provided the learner driver is accompanied by a fully licenced driver who is the Insured, a member, director or employee of the Insured; 3. demonstration including driving of the vehicle by the person to whom it is being demonstrated provided the driver is accompanied by a member, director or employee of the Insured and is fully licenced to drive a similar vehicle; 4. social, domestic and pleasure purposes by any person other than the Insured, a member, director or employee of the Insured, whether such use is incidental to the business or not; PROVIDED THAT: the Insurer shall not be liable in the event of: 1. transit delivery or conveying by or on behalf of the Insured by any casual driver(s) or person(s) not wholly and regularly engaged in the employ of the Insured; 2. any vehicle as defined being hired out or used as a taxi or for public or private hire; 3. racing, pace making, rallies, speed or time trials or taking part in contests or driving in a match for a wager; 4. the carrying of fare-paying guests or passengers of a hotel, lodge or boarding house (including B&B's) or any relevant business if the Insured is the keeper or shareholder of such institution; 5. the vehicle as defined involved in the carrying of explosives; 6. the vehicle as defined used outside the prescriptions of the manufacturer or carry a load more than the prescribed load capacity or for which the vehicle has been constructed.
Driver's licence	an official document that is legally recognized within the Republic of South Africa that grants the Insured, or their authorised driver, permission to drive a motor vehicle. The issuance of a valid driver's licence must be done by a legally authorized government authority, the Driving Licence Testing Centre (DLTC), which operates under the supervision of the provincial and national Department of Transport or equivalent authority.

Employee	any person employed by the Insured and acting in the course of the business
Injury	bodily injury including death and illness
Limit of indemnity	the limit of indemnity for loss of or damage to any vehicle is as stated in the Schedule and shall be the maximum amount payable by the Insurer in respect of such loss or damage but shall not exceed: Vehicle definitions 1 and 2: the value as stated in the books of the dealer reflecting the purchase price of such vehicle plus expenses paid in order to improve the condition or to maintain the roadworthiness of such vehicle; Vehicle definition 3: the Reasonable retail value (as defined) of the vehicle, its accessories and spare parts therein or thereon at the time of such loss or damage
Loss	disappearance, lost through hold-up or hi-jacking and forcible dispossession which was reported to the South African Police Service.
Occurrence	an occurrence or series of occurrences arising from one cause in connection with any one vehicle in respect of which indemnity is provided by this insurance.
Premises	any premises stated in the Schedule, occupied by the Insured for the purpose of the business and shall include open-air car parks and pavements immediately adjacent to the premises, including street parking abutting such pavements.
Purchase price	the price paid as a trade in or cash purchase from a Third Party.
Reasonable retail value	the reasonable retail value of the vehicle and its accessories and spare parts thereon or therein at the time of such loss or damage shall be determined by the current Auto Dealers Guide or Commercial Vehicle Guide.
Vehicle	- any motor vehicle, trailer, motorcycle, scooter and quad bike which is the property of or in the custody or control of the Insured but excluding vehicles of any description: - being the property of the Insured other than trading stock; - hired or sold under a suspensive sale or other deferred ownership agreement; - any vehicle (mechanically propelled or otherwise) attached to a vehicle covered under 1. above for the purpose of being towed or salvaged; - any vehicle as described in 1. and 2. above belonging to any customer

Internal risks only

The Defined Events is amended to read as follows:

Loss of or damage to any vehicle as defined in Definitions arising in the course of the Insured's business including its accessories and spare parts whilst therein or thereon and occurring whilst the vehicle is:

- temporarily garaged during the course of a journey elsewhere other than in or on any business premises owned and/or occupied by the Insured anywhere in the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Mozambique and Malawi;
- within or about the premises of the Insured as specified in the Schedule;

PROVIDED THAT:

the Insurer shall not pay for car radios, tape players, compact disc players or any sound equipment unless supplied by the manufacturer when new.

External risks only

The Defined Events is amended to read as follows:

Loss of or damage to any Vehicle (as defined) arising in the course of the Insured's business including its accessories and spare parts whilst therein or thereon and occurring whilst the vehicle is:

1. on the road; or
2. temporarily garaged during the course of a journey elsewhere other than in or on any business premises owned and/or occupied by the Insured anywhere in the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Mozambique and Malawi;

PROVIDED THAT:

the Insurer shall not pay for car radios, tape players, compact disc players or any sound equipment unless supplied by the manufacturer when new.

Specific Exceptions (applicable to Sub-Section A)

The Insurer shall not be liable to pay for any:

1. consequential loss as a result of any other cause whatsoever;
2. money paid towards the upgrade of or extension of a maintenance plan or similar expense;
3. depreciation in value whether arising from repairs following a Defined Event or otherwise;
4. wear and tear;
5. mechanical, electronic or electrical breakdown, failure or breakage;
6. damage to tyres:
 - 6.1 by application of brakes; or
 - 6.2 by road punctures, cuts or bursts; or
 - 6.3 as a result of inequalities of the road or other surface or to impact with such inequalities;

UNLESS:

damage to tyres is accompanied by damage to other parts of the vehicle;

7. damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities;
8. damage to the Insured vehicle caused by or attributable to the un-roadworthy condition of the vehicle;
9. loss, damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding, nationalisation or requisition legally carried out by Customs, Police Services, Crime Prevention Units or any lawfully constituted officials or authorities;
10. loss of or damage to accessories or spare parts by theft unless the vehicle is stolen at the same time;
11. loss of or damage that is covered under any other Section of this Policy or any other Policy that provides cover for fire and allied perils and/or theft;
12. theft (or any attempt thereat) of any vehicle from the premises unless accompanied by visible signs of physical damage to the premises following forcible and violent entry into or exit from such premises or following violence or threat of violence;
13. the Company shall not be liable under this section in respect of loss, damage and/or injury occurring by or through the use of any vehicle hoist or vehicle ramp unless otherwise stated in the schedule.

Specific Conditions (applicable to Sub-Section A)

The Insured is responsible for ensuring that:

1. car keys:

car keys are kept away in a locked safe during and after business hours unless the vehicle is being demonstrated, worked upon, or otherwise in use;

2. theft of vehicles:

- 2.1 vehicles parked on the premises overnight are kept in a locked building. Theft of the vehicle(s) must be accompanied by visible signs of physical damage to the building following forcible and violent entry into or exit from such building;
- 2.2 vehicles that are parked on the premises overnight but that are not in a locked building (in the open) are kept in a fenced in area behind lock and chain, or parking bollard or as agreed by the Insurer and theft of the vehicle(s) must be accompanied by visible signs of physical damage to the fenced in area following forcible and violent entry into or exit from such fenced in area;
- 2.3 there is a security system in place that records and monitors vehicle movement onto the premises and leaving the premises;

3. vehicles parked in the open:

- 3.1 are parked under shade/hail nets or a roof, canopy or protective structure;
- 3.2 hail nets are SABS approved and are replaced every 5 (five) years;
- 3.3 the structure is professionally erected;
- 3.4 the nets are at a sufficient angle to allow for sufficient run off of hail;

4. wash bays:

the driver is fully licenced and competent to drive vehicles on and around the premises.

Sub-Section B - Liability to Third Parties

Defined Events

Any accident caused by or through or in connection with any vehicle (as defined in Definitions) or in connection with the loading and/or unloading of such vehicle against all sums including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of:

- 1. death of or bodily injury to any person, excluding death of or bodily injury to any person in the employ of the Insured arising from and in the course of such employment or being a member of the same household or family as the Insured;
- 2. damage to property other than property belonging to the Insured or held in trust by or in the custody or control of the Insured or being conveyed by or loaded onto or unloaded from such vehicle.

The Insurer will also, in terms of and subject to the limitations of and for the purposes of this Sub-Section:

- 1. pay all costs and expenses incurred with their written consent and shall be entitled at their discretion to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this Sub-Section or for defending in any court of law any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this Sub-Section, or for defending in any magistrate's court any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this Sub-Section;

PROVIDED THAT:

the total of the Insurer's liability under both this Extension and Sub-Section B shall not exceed the Limit of indemnity stated in the Schedule to apply to Sub-Section B;

- 2. indemnify any person who is driving or using such vehicle on the Insured's order or with the Insured's permission;

PROVIDED THAT:

- 1. such person shall as though they were the Insured observe, fulfill and be subject to the Terms, Exceptions and Conditions of this insurance to the extent that they can apply;
- 2. such person driving such vehicle has not been refused any motor insurance or continuance thereof by any insurer;
- 3. indemnity shall not apply in respect of claims made by any member of the same household or family as such person;

4. such person is not entitled to indemnity under any other policy except in respect of any amount not recoverable under such other policy;
3. indemnify the Insured in respect of liability arising from the towing by a vehicle of any other vehicle or trailer (including liability in connection with the towed vehicle or trailer);

PROVIDED THAT:

the Insurer shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon.

Limits of indemnity (applicable to Sub-Section B)

Unless otherwise stated the liability of the Insurer under this Sub-Section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the Schedule.

Specific Exceptions (applicable to Sub-Section B)

The Insurer shall not be liable under this Sub-Section in respect of:

1. any Compensation or claim as falls within the scope of any Compulsory Motor Vehicle Insurance enactment. This Exception shall apply notwithstanding that no other insurance under such enactment is in force or has been effected and regardless of whether the applicable legislative fund is unable to or incapable of providing Compensation;
2. death of or injury to any person being carried in or upon or entering or getting onto or alighting from:
 - 2.1 any motorcycle, motor scooter or side-car attached thereto or quad bike at the time of the occurrence of the event from which any claim arises;
 - 2.2 any vehicle, other than from or in the permanently enclosed passenger-carrying compartment of such vehicle;
3. liability arising from the operation, demonstration or use (for purposes other than maintenance or repair of the vehicle) of any tool or plant forming part of or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant. This Exception shall not apply to forklift trucks;
4. if it is required that the driver of the Insured vehicle effects a separate Third Party liability insurance specific to any other country concerned, then the Insurer will not indemnify the Insured for any legal liability incurred through the use or possession of the Insured vehicle whilst in the country concerned outside the borders of South Africa.

Specific Memo (applicable to Sub-Section B)

Liability arising from vehicle in custody/control refers only to Internal Risk.

Sub-Section C – Emergency Expense Shortfall (External Risk)

Defined Events

If an occupant in the specified part of a vehicle described below, in direct connection with such vehicle, sustains bodily injury by violent, accidental, external and visible means, the Insurer will pay to the Insured the emergency expense shortfall incurred as a result of such injury up to R10 000 (ten thousand rand) per injured occupant and R50 000 (fifty thousand rand) in total for all occupants injured as a result of an occurrence or series of occurrences arising out of one event.

The amount payable under this Sub-Section shall be reduced by any amount recoverable under any Workmen's Compensation enactment or similar legislation or under any medical expenses scheme or medical insurance.

The term 'emergency expense shortfall' includes any costs incurred to free such injured occupant from such vehicle or to bring such injured occupant to a place where medical treatment can be given.

Defined vehicle but only if it is insured in terms of Sub-Section A of this Section	Specified part of vehicle in which the injury must occur
Any private type motor car or motorised caravan	Anywhere inside the vehicle
Any other type of insured vehicle other than a bus or taxi	The permanently enclosed passenger-carrying compartment

This benefit applies regardless of whether the applicable legislative fund is unable to or incapable of providing Compensation.

Specific Exceptions (applicable to all Sub-Sections)

1. The Insurer shall not be liable for any accident, injury, loss, damage or liability:
 - 1.1 whilst the vehicle is being used with the general knowledge and consent of the Insured otherwise than in accordance with the Description of use definition;
 - 1.2 whilst the vehicle is being used for any unauthorised purpose by an employee of the Insured or by any other person with whom such employee is or was acting in collusion;
 - 1.3 incurred outside the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi and Mozambique, but the Insurer will indemnify the Insured against loss of or damage to any vehicle while in transit by sea or air between ports or places in these territories including loading and unloading incidental to such transit;

PROVIDED THAT:

the Insurer will not be liable for any accident, injury, loss, damage or liability if the country entered into provides cover on entry;
 - 1.4 incurred while any vehicle is being driven by:
 - 1.4.1 the Insured:
 - 1.4.1.1 while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than themselves); or
 - 1.4.1.2 while not holding a valid driver's licence to drive such vehicle;
 - 1.4.2 any other person with the general consent of the Insured who, to the Insured's knowledge:
 - 1.4.2.1 is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than themselves); or
 - 1.4.2.2 does not hold a valid driver's licence to drive such vehicle, but this shall not apply if the Insured was unaware that the driver did not hold a valid driver's licence and the Insured can prove to the satisfaction of the Insurer that, in the normal course of their business, procedures are in operation to ensure that only drivers with valid licences are permitted to drive insured vehicles;

PROVIDED THAT:

any driver shall be deemed to be licenced to drive the vehicle if the driver is complying with the licensing laws relating to any of the territories referred to under Specific Exception 1.3.1 or if non-compliance with any licensing law is solely because of failure to renew any licence subject to periodic renewal or if a licence is not required by law or while such driver is learning to drive and is complying with the laws relating to learner drivers;
 - 1.5 defective workmanship or consequential loss as a result thereof to any vehicle in or on the premises;
 - 1.6 damage to property sustained while it is being worked upon and directly resulting from such work;
 - 1.7 occurring by or through the use of any vehicle hoist or vehicle ramp unless otherwise stated in the Schedule.
2. The Insurer shall not be liable for any claim arising from contractual liability, unless such liability would have attached to the Insured notwithstanding such contractual agreement.

Specific Condition (applicable to all Sub-Sections)

Driver's licence

A valid driver's licence is a licence that has not been cancelled, suspended or revoked.

If, during the currency of this Section, any driver's licence in favour of the Insured or their authorised driver is endorsed, suspended, cancelled or revoked, or if the Insured or their authorised driver is charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the Insurer immediately upon the Insured having knowledge of such fact and continuation of cover under this section must be given in writing by the Insurer to the Insured.

Clauses and extensions (applicable to all Sub-Sections)

Additional costs

In addition to the Limit of indemnity (as defined under Sub-Section A), the Insurer will pay for:

1. **protection and removal:**
the cost of protection and removal to the nearest repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;
2. **storage:**
the cost of storage at the nearest yard, place of safety or repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;
3. **delivery after repair:**
the cost of delivery to the Insured, after repair of such loss or damage, to the permanent address of the Insured per the following territorial scope:

Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi or Mozambique;
4. **emergency repairs:**
the Insured may give instructions for emergency repairs to be executed without the previous consent of the Insurer provided a detailed estimate is first obtained and forwarded to the Insurer;

PROVIDED THAT:
 1. a valid claim is submitted under Sub-section A;
 2. the Insurer shall not be responsible to pay more than R40 000 (forty thousand rand) any one event per vehicle in respect of 1, 2, 3 and 4 above.

Contingent liability

The indemnity under Sub-Section B includes claims made against:

1. the Insured in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not the property of or provided by the Insured, while being used by any partner or director or employee of the Insured (hereinafter in this Extension referred to as 'Such person');
 2. any Such person in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not belonging to Such person or to the Insured or leased or hired by either of them, but only in so far as Such person has not been refused any motor insurance or continuance thereof by any insurer;
- PROVIDED THAT:
1. the Insurer shall not be liable for loss of or damage to any motor vehicle being used for the purposes other than that stated in the Description of use Clause;
 2. the payment by the Insured of subsidies or travel allowances to Such person for the use of their own vehicle for official purposes of the Insured, including the carriage of persons for such purposes is allowed;

3. without prejudice to the insurance by this Extension;
4. if, at the time of the occurrence of any accident giving rise to a claim under this Extension, the Insured or Such person is entitled to indemnity under any other policy in respect of the same occurrence, the Insurer shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy;
5. the Terms, Exceptions and Conditions of this Policy shall otherwise apply;
6. the Insurer's liability shall not exceed R2 500 000 (two million five hundred thousand rand) for each and every occurrence.

Cross liabilities

Where more than one Insured is named in the Schedule, the Insurer will indemnify each Insured separately and not jointly, and any liability arising between such Insured shall be treated as though separate policies had been issued to each;

PROVIDED THAT:

the aggregate liability of the Insurer shall not exceed the limit of indemnity stated in the Schedule.

First amount payable

In respect of each and every occurrence giving rise to a claim under this Sub-Section, the Insured shall be responsible for the first amounts payable stated in the Schedule of any expenditure (or any less expenditure which may be incurred) for which provision is made under this Section (including any payment in respect of costs, expenses and fees) and of any expenditure by the Insurer in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the Insurer shall include any first amount payable for which the Insured is responsible, such amount shall be paid by the Insured to the Insurer forthwith.

Loss of keys

The Insurer will indemnify the Insured in respect of the cost of replacing locks and keys, including the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of any insured vehicle, following upon the disappearance of any key or alarm controller of such vehicle or following upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller;

PROVIDED THAT:

the Insurer's liability shall not exceed R10 000 (ten thousand rand) in respect of any one event.

Repair, reinstate or replace

The Insurer may, at its own option and discretion, repair, reinstate or replace such vehicle or any part thereof and/ or its accessories and spare parts whilst therein or thereon or may pay in cash the amount of the loss or damage not exceeding the Limit of indemnity (as defined under Sub-Section A).

If the Insurer replaces or reinstates such vehicle the Insurer shall have the option to take ownership of the vehicle.

Spare parts

In the event of any part being unprocurable as a standard (ready-manufactured) article within the Republic of South Africa, the liability of the Insurer shall be discharged by the payment of an amount equal to the value of such part at the time of loss but not exceeding the manufacturer's latest price list operative in the Republic of South Africa and the reasonable cost of freight, other than by air, and current labour charge applicable thereto.

Suspensive sale

If, to the knowledge of the Insurer, the vehicle is subject to a suspensive sale or similar agreement, such payment shall be made to the owner described therein whose receipt shall be in full and final discharge to the Insurer in respect of such loss or damage.

Vehicles lent or hired to customers

The Description of use Clause is extended to include the use of the vehicle as defined for business purposes by any customer of the Insured or for social, domestic and pleasure purposes;

PROVIDED THAT:

1. the vehicle has been lent or hired to such customer whilst such customer's vehicle is in the custody or control of the Insured for repair, testing, servicing, maintenance, alteration, cleaning or inspection;
2. such customer is not entitled to indemnity under any other policy;
3. such customer shall as though they were the Insured observe, fulfill and be subject to the Terms, Exceptions and Conditions of this Policy insofar as they can apply;
4. the customer driving the vehicle is fully licenced to drive such vehicle in terms of the legislation applying to any territory within the territorial limits;

PROVIDED THAT:

they have held and are not disqualified from holding or obtaining such a licence;

5. if a customer is driving such a vehicle whilst learning to drive such person must be compliant with the laws and regulations in force relating to learner drivers and that person shall be deemed to be duly and fully licenced within the meaning of this Clause.

Windscreen/Glass

The Insurer will pay for the cost to repair or replace for damage to windscreen glass, side or rear glass, head-, tail- or fitted spotlights forming part of any vehicle;

PROVIDED THAT:

no other damage has been caused to the vehicle giving rise to a claim under the Policy.

Work away from premises (applicable to Sub-Section B)

The definition of premises is extended to include any premises not under the control of the Insured at which the Insured is working upon a customer's vehicle.

Wreckage removal

The cover provided under Sub-Section A of this Section is extended to include costs and expenses incurred by the Insured in respect of the clearing up and removal of debris and wreckage of any insured vehicle following damage to such vehicle by a Defined Event;

PROVIDED THAT:

in addition to the limit of indemnity under Sub-Section A of this Section, the limit of the Insurer's liability under this Extension shall not exceed R20 000 (twenty thousand rand) in respect of any one occurrence.

Optional clauses and extensions (if stated in the Schedule to be included)**Legal liability of passengers for acts of negligence**

The Insurer will at the request of the Insured indemnify in terms of Sub-Section B of this Section any person using the vehicle;

PROVIDED THAT:

such person:

1. is not personally driving or in control of the vehicle;
2. is not entitled to indemnity under any other policy;
3. is not under the influence of intoxicating liquor or drugs;
4. shall as though such person were the Insured, observe, fulfill and be subject to the Terms, Exceptions and Conditions of this Section in so far as they can apply.

Riot and strike (if stated in the schedule to be included)

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein this Section is extended to cover loss or damage directly occasioned by or through or in consequence of:

1. civil commotion, labour disturbances, riots, strikes or lockout;
2. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 1. above.

Provided that this extension does not cover:

1. Loss or damage occurring in the Republic of South Africa & Namibia.
2. Consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
3. Loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.
4. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
5. Loss or damage related to or caused by any occurrence referred to in General Exception 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 and 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Insurer alleges that by reason of provisos 1, 2, 3, 4 or 5 loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

Social, domestic and pleasure use

Description of use 4. is extended to include use for social domestic and pleasure purposes in respect of the persons named in the Schedule.

It is a condition precedent to this cover that all names of authorised drivers shall be declared to the Insurer and listed in the Schedule and for which a premium has been paid.

Special type vehicles

The definition of Vehicle shall include:

1. any tractor, agricultural, horticultural or forestry vehicle, earth-moving equipment, forklift truck, caravan or trailer and its accessories and spare parts whilst therein or thereon which is owned or borrowed or hired or leased by the Insured or which is held in trust by or in the custody or control of the Insured but excluding any vehicle which is the property of the Insured which is hired out or has been sold under a hire purchase or suspensive sale or other deferred ownership agreement or leased out unless such vehicle is in the custody or control of the Insured at the time of the occurrence of the event which gives rise to a claim; and
2. any tractor, agricultural, horticultural or forestry vehicle, earth-moving equipment, forklift truck or caravan (mechanically propelled or otherwise) which is attached to a vehicle defined in 1. above for the purpose of being towed or salvaged.

Tools of trade

Exceptions to Sub-Section B shall not apply to the operation as a tool of any vehicle or plant forming part of such vehicle or attached thereto;

PROVIDED THAT:

the Insurer shall not be liable hereunder in respect of as much of any liability as falls within the scope of any form of Motor Insurance or Compulsory Third Party Insurance legislation, notwithstanding that no such insurance is in force or has been effected, nor shall the Insurer be liable where any other form of motor insurance has been effected by the Insured covering the same liability.

Unauthorised use by employees

Specific Exception 1.2 applicable to all Sub-Sections is deleted.

Vehicle hoists and ramps

Specific Exception 13 to Sub-Section A is deleted.

Optional Limitations (if stated in the Schedule to be applicable)

Third party only limitation

The following are cancelled:

1. Sub-Section A;
2. Sub-Section C.

Third party, fire and theft only limitation

The liability of the Insurer under Sub-Section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion or theft. Furthermore, Sub-Section C is cancelled.

Exclusion of demonstration risk

The Description of use 3. is deleted and the Insurer shall not be liable for accident, injury, loss, damage or liability whilst any vehicle is being used for the purpose of demonstration.

MACHINERY BREAKDOWN AND DETERIORATION OF STOCK

Section 1 – Machinery Breakdown

Defined Events

The Insurance is in respect of sudden and unforeseen physical damage to the Machinery described in the Schedule from any cause not excluded herein:

1. whilst it is at work or at rest
2. whilst being dismantled for the purpose of cleaning inspection and overhaul or removal to another position or in course of these operations themselves or subsequent re-erection

within the Insured's Premises specified in the Schedule.

Exceptions

The Insurer shall not be liable to indemnify the Insured irrespective of the original cause in respect of:

1. the amount specified in the Schedule as the Deductible
2. damage due to fire direct lightning power surge explosion extinguishing of a fire or subsequent demolition impact by animals or road vehicles aircraft or other aerial devices or articles dropped therefrom sonic shock waves thefts or attempts thereat collapse of buildings storm wind water hail snow flood inundation escape of water from water-containing apparatus earthquake subsidence landslide avalanche hurricane cyclone volcanic eruption or similar natural catastrophes
3. damage due to the imposition of abnormal conditions directly or indirectly resulting from testing intentional overloading or experiments or the misapplication of tools
4. damage for which a supplier maintenance vendor contractor or repairer is legally responsible by contract or otherwise. If such responsibility is denied and the loss is otherwise insured by this Policy, the Insurer will pay for the loss and in accordance with Condition 6(ii) will be entitled to indemnity subsequently obtained from the supplier maintenance vendor contractor or repairer
5. damage due to faults or defects known to the Insured or any of his responsible employees at the time of the contract was arranged and not disclosed to the Insurer
6. damage to:
 - 6.1 foundations and masonry - unless specifically included in and described in the Schedule of Machinery
 - 6.2 exchangeable and replaceable parts such as bits drills knives saw blades
 - 6.3 dies moulds patterns blocks stamps punches coatings or engravings on cylinders and rolls
 - 6.4 parts which by their use and/or nature suffer a high rate of wear or depreciation such as crushing hammering or grinding surfaces wear plates screens and sieves flexible pipes jointing and packing materials filter cloths wheels ropes belts straps elevator and conveyor belts or bands cables other than electrical conductors brushes batteries tyres refractory materials fire bars burner jets
 - 6.5 operating materials such as fuels, chemicals, filter substances, heat transfer media, cleansing agents, lubricants, oils, catalysts
7. repair or replacement necessitated by wear corrosion erosion deposits of scale sludge or other sediment or any other direct consequences of progressive or continuous influence from working or atmospheric or chemical action rust or scratching of painted or polished surfaces
8. damage to materials in course of process unless specifically included
9. consequential loss or liability except as otherwise provided.

Sum Insured

It is a requirement of this insurance that the Sum Insured shall be equal to the cost of replacement of the Insured Machinery by new machinery of the same kind and same capacity, which shall mean its replacement costs including, e.g., freight, dues and customs duties, if any, and erection costs.

Average

If the Sum Insured is less than the amount required to be insured, the Insurer will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item, if more than one shall be subject to this condition separately.

Basis of loss settlement

1. In cases where damage to an Insured Item can be repaired - the Insurer will pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured, the Insurer will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage will be taken into account.

If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the Machinery Insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.

2. In cases where an Insured Item is destroyed - the Insurer will pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection and customs duties, if any, provided such expenses have been included in the Sum Insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Insurer will also pay any normal charges for the dismantling of the machinery destroyed, but the salvage will be taken into account.

Any extra charges incurred for overtime, night-work, work on public holidays, express freight, are covered by this insurance only if especially agreed in writing.

The cost of any alteration, additions, improvements or overhauls shall not be recoverable under this Policy.

The costs of any provisional repairs will be borne by the Insurer if such repairs constitute part of the final repairs, and do not increase the total repair expenses.

The Insurer will make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be.

The Insurer may at its option repair, reinstate or replace any item lost or damaged or pay the amount of the loss or damage in money.

Section 2 - Deterioration of Stock

Defined Events

The insurance is in respect of deterioration of the goods described in the Schedule from any cause not hereinafter except within the refrigeration chamber(s) at the Insured's Premises resulting from:

1. Unforeseen and Sudden Physical Damage to the Machinery specified from any cause as provided under the Machinery Breakdown Section (Section 1) of this Policy (covering the item against damage) liability under which Section shall except for the provision of the condition relating to the Deductible be a condition precedent to liability hereunder.
2. Contamination by refrigerant as a result of physical damage to the refrigeration installation.
3. If stated in the Schedule to be included, Accidental failure of the public supply of electricity as the result of an Insured Peril under Section 1 (at the terminal ends of the Supply Authority's service feeders at the premises) not occasioned by the deliberate act of any Supply authority, by the exercise of any such authority of its power to withhold or restrict supply, nor by a scheme of rationing or drought.

Exceptions to Section 2

1. The amount specified in the Schedule as the Deductible
2. Any loss arising as a result of shrinkage, inherent defects or diseases natural deterioration or natural putrefaction of the stored goods
3. Any loss arising from improper storage, damage to packing material, insufficient circulation of air, non- uniformity of temperature
4. Any loss caused by temporary repair of the refrigeration machinery specified in the list of machinery which is carried out without the Insurer's consent
5. Penalties for delay consequential loss or damage or liability of any nature whatsoever.

Sum Insured

1. It is a requirement of this insurance that the Sum Insured shall be equal to the estimated maximum cost price obtainable for the stored goods during any Period of Insurance
2. If the Sum Insured is less than the amount required to be insured, the Insurers will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item, if more than one shall be subject to this condition separately

Basis of loss settlement

The Insurers will indemnify the Insured in respect of such deterioration as hereinafter provided up to an amount not exceeding in any one Period of Insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby. Provided always that said goods belong to the Insured at the time of the loss and such goods are contained in the refrigeration chamber(s) connected to the said machinery.

Specific Conditions Applicable to Section 2

1. The Insured shall obtain and produce the appropriate certificates from Public Health or similar authorities in support of any claim for deteriorated goods
2. The Sum Insured shall be reduced by any Indemnity paid under this Extension for the remaining Policy period unless it has been reinstated by payment of an additional premium on a pro rata basis
3. It is a requirement of this Insurance and cover that is provided that the following measures are implemented and operational for the duration of this Insurance Policy:
 - 3.1 a firm arrangement is made for competent specialists to maintain and adjust the machinery at regular intervals as per the manufacturer's recommendation or
 - 3.2 maintained by the Insured's own maintenance personnel; and written records kept if these are no manufacturers recommendation
 - 3.3 the Property Insured must be stored with a temperature variation between 2 (two) and 8 (eight) degrees centigrade
 - 3.4 all cool rooms/refrigeration chamber(s) must have temperature monitoring systems with digital display Indicators on outside of these rooms/chambers
 - 3.5 a fully operational alarm system to warn Insured of temperature is deviating from the recommended storage temperature
 - 3.6 a recording of the temperature readings must be made twice a day
 - 3.7 the Monitoring equipment shall be calibrated on regular basis
 - 3.8 there must be at least a backup storage facility/location for the property insured and there must also be a backup generator that can maintain the power supply in case of a power failure.

MACHINERY BREAKDOWN LOSS OF PROFIT

Section 2 – Loss of Profits

This section covered only if Sum Insured shown on Schedule

If during the Period of Insurance covered by this Policy or any renewal thereof any Machinery described in Schedule II and used by the Insured at the Premises for the purpose of the Business be affected by Accident (as hereinafter defined) and the business carried on by the Insured at the Premises be in consequence thereof interrupted or interfered with.

The Insurer will Indemnify the Insured subject to the Terms Exceptions and Conditions contained herein for the amount of loss resulting from such interruption or interference in accordance with the provisions contained in the specification hereto.

Item 1 Gross Profit (Difference Basis)

The insurance under this item is limited to loss of gross profit due to reduction in turnover and increase in cost of working and the amount payable as indemnity hereunder shall be:

1. in respect of reduction in turnover the sum produced by applying the rate of gross profit to the amount by which the turnover during the Indemnity Period shall in consequence of the Accident fall short of the standard turnover
2. in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Accident but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided.

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of gross profit as may cease or be reduced in consequence of the Accident provided that the amount payable shall be proportionately reduced if the Sum Insured in respect of gross profit is less than the sum produced by applying the rate of gross profit to the annual turnover where the maximum Indemnity Period is 12 (twelve) months or less or the appropriate multiple of the annual turnover where the maximum Indemnity Period exceeds 12 (twelve) months.

Item 1 Gross Profit (Additions Basis)

The insurance under this item is limited to loss of gross profit due to:

1. reduction in turnover and
2. increase in cost of working

and the amount payable as indemnity hereunder shall be:

1. in respect of reduction in turnover the sum produced by applying the rate of gross profit to the amount by which the turnover during the Indemnity Period shall in consequence of the Accident fall short of the standard turnover.
2. in respect of increase of cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Accident but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided

less any sum saved during the Indemnity Period in respect of such of the Insured standing charges as may cease or be reduced in consequence of the Accident provided that the amount payable shall be proportionately reduced if the Sum Insured in respect of gross profit is less than the sum produced by applying the rate of gross profit to the annual turnover where the maximum Indemnity Period is 12 (twelve) months or less or the appropriate multiple of the annual turnover where the maximum Indemnity Period exceeds 12 (twelve) months.

Memoranda

If any standing charges of the Business are not insured under this section, then in computing the amount recoverable hereunder as increase in cost of working that proportion only of the additional expenditure shall be brought into account which the sum of the net profit and the Insured standing charges bears to the sum of the net profit and all the standing charges.

Definitions

Accident	Sudden and Unforeseen Physical Damage to the Machinery described in Schedule II of this Policy from any cause as provided under the Machinery Breakdown Section of this Policy (covering the item against damage) liability under which Section shall except for the provision of the condition relating to the deductible be a condition precedent to liability hereunder.
Gross Profit (additions basis)	The sum produced by adding to the nett profit the amount of the Insured standing charges, or if there is no net profit, the amount of the Insured standing charges less such proportion of any net trading loss as the amount of the Insured standing charges bears to all the standing charges of the Business.
Gross Profit (difference basis)	The amount by which: - the sum of the turnover and the amount of the closing stock shall exceed - the sum of the amount of the opening stock and the amount of the uninsured costs The amount of the opening and closing stocks shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.
Indemnity Period	The period during which the results of the Business shall be affected in consequence of the Accident beginning the number of hours/days shown in Schedule II after the occurrence of the Accident and ending not later than the expiry of the period shown in Schedule II after such occurrence.
Net profit	The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the Business of the Insured at the premises after due provision has been made for all standing and other charges including depreciation, but before the deduction of any taxation chargeable on profits.
Turnover	The money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the business at the premises.
Uninsured Costs	As specified in the Schedule, (the words and expressions used shall have the meaning usually attached to them in the books and accounts of the Insured).

Insured standing charges as specified in the Schedule

Standard Turnover

The turnover during that period in the 12 (twelve) months immediately before the date of the Accident, which corresponds with the Indemnity Period

Annual Turnover

The turnover during the 12 (twelve) months immediately before the date of the Accident

Rate of gross profit

The rate of gross profit earned on the turnover during the financial year immediately before the date of the Accident

to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Accident or which would have affected the business had the Accident not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Accident would have been obtained during the relative period after the Accident

Specific Conditions

- The insurance under this section shall cease if the business is wound up or continued by a liquidator or judicial manager or is permanently discontinued, except with the written agreement of the Insurer.

2. On the happening of any Damage in consequence of which a claim may be made under this section the Insured shall, in addition to complying with General Conditions 6 and 7, with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss and in the event of a claim being made under this section shall, not later than thirty days after the expiry of the Indemnity Period, or within such further time as the Insurer may in writing allow, at their own expense deliver to the Insurer in writing a statement setting forth particulars of their claim together with details of all other insurance covering the loss or any part of it or consequential loss of any kind resulting therefrom.

No claim under this section shall be payable unless the terms of this specific Condition have been complied with and in the event of non-compliance therewith in any respect any payment on account of the claim already made shall be repaid to the Insurer forthwith.

Memoranda

Sales and Services

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

Premium Rebate

In the event of the Gross Profit earned during the accounting period of 12 (twelve) months most nearly concurrent with any Period of Insurance as certified by the Insured's Professional Accountants being less than the Sum Insured thereon a pro rata return of premium not exceeding fifty percent of the premium paid on such Sum Insured for such Period of Insurance will be made in respect of the difference. Where the Indemnity Period exceeds 12 (twelve) months the amount of Gross Profit shall for the purpose of this calculation be adjusted in the proportion which the Indemnity Period bears to 12 (twelve) months.

If any Accident shall have occurred giving rise to a claim under this Policy, such return shall be made in respect only of so much of the said difference as is not due to such Accident.

Additions Alterations and Improvements

The Insurer shall not be liable in respect of any part of an interruption or interference due to additions alterations or improvements being effected to the damaged item on the occasion of its repair. The Indemnity Period shall be exclusive of any time deducted by virtue of this Clause.

Claims Preparation Costs

The insurance under any specified item covering claims preparation costs is limited to the reasonable charges payable by the Insured to his Professional Accountants for producing any particulars or details contained in the Insured's books of account or other business books or documents or such other proofs information or evidence as may be required by the Insurer under the terms of Condition 5 of this Policy and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents.

Professional Accountants Report

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Insurer under Condition 5 of this Policy for the purpose of investigating or verifying any claim hereunder may be produced by Professional Accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates.

Payments on Account

In the event of loss as insured by this Policy payments on account will be made to the Insured with the consent of the Insurer during the Indemnity Period if desired.

Accumulation of Stocks

In adjusting any loss account shall be taken and an equitable allowance made if any shortage in Turnover due to the Accident is postponed by reason of Turnover being temporarily maintained from accumulated stocks of finished goods in warehouses or depots during the Period of Indemnity. Any additional expenditure incurred in replacing such stocks shall be deemed to be increase in cost of working as defined in the Policy subject always to the limitations of such definition.

Standby Machinery

Warranted by the Insured that any item of Plant or Machinery insured by this Policy against which the word "Standby" appears in Schedule II shall be maintained as standby available for immediate use in the event of the failure of the plant or machinery to which it is standby.

Departments Clause

If the Business be conducted in Departments the independent trading results of which are ascertainable the provisions of clauses (a) and (b) of Item No.1 shall apply separately to each Department affected by the Accident except that if the Sum Insured by the said Item be less than the aggregate of the Sums produced by applying the Rate of Gross Profit for each Department of the Business (whether affected by the Accident or not) to the relative Annual Turnover thereof the amount payable shall be proportionately reduced.

Reinstatement of Loss

The Sum Insured hereby will not be reduced by the amount of any loss, but the Insured will pay an additional premium on the amount of such loss pro rata from the date of the Accident to the expiry of the Period of Insurance.

PLANT ALL RISKS

Section 1 – Plant – Owned

Indemnity

The Insurance is in respect of accidental physical loss or damage to the Insured Property described in the Schedule.

Insured Events

Any cause not herein excluded occurring within the Territorial Limits stated in the Schedule.

Territorial Limits

The Republic of South Africa and ONLY to the extent permitted by the applicable Insurance acts and/or related legislation of the Countries of Lesotho, Swaziland, Botswana, Malawi and Namibia.

The onus of ascertaining and obtaining such permission rests with the Insured and cover is accepted for these territories with the understanding that permission has been granted or as otherwise agreed and extended by endorsement.

Sum Insured and Basis of Indemnity

The Basis of declaration of the Sum Insured and Indemnity as stated in the Policy Schedule under “Basis of Insurance”.

The Basis of Insurance stated against each item in the Schedule determines which of the following alternatives applies. The alternatives are mutually exclusive for each item.

Alternative A – Basis of Insurance – New Replacement Value Basis

Where the Basis of Insurance is stated in the Schedule as **NEW REPLACEMENT VALUE BASIS**, it is required that the **Sum Insured be equal to the cost of replacement** of insured plant of the same kind and same capacity.

Average Condition

If the Sum Insured is less than the amount required to be insured, the Insurer will pay only in such proportion as the Sum Insured bears to the amount required to be Insured. Every item, if more than one shall be subject to this condition separately.

Basis of loss settlement

Partial Damage

In the event of partial damage where the plant can be repaired the Basis of Indemnity shall be the cost reasonably and necessarily incurred to restore the plant to the same or similar state of serviceability as existing immediately prior to the occurrence of the loss or damage.

Any parts replaced or exchanged shall be used parts and where used parts are not available new parts No deduction shall be made for depreciation in respect of parts replaced.

The value of existing parts that can be used in any way whatsoever will be deducted.

Total Loss

In the event of total loss where the cost of partial damage repairs equal or exceeds the New replacement Value of the plant immediately prior to the occurrence of the loss or damage such plant shall be regarded as a total loss and the Basis of Settlement shall be calculated as the reasonable Market Value of the Insured Item but shall not exceed the Sum Insured stated in the Schedule as applying to the relevant item of plant.

Alternative B – Basis of Insurance – Agreed Value Basis

Where the Basis of Insurance is stated in the Schedule as **AGREED VALUE BASIS**, it is required that the **Sum Insured must be agreed between the Insurer and the Insured and accepted by the Insurer**. Note average condition is not applicable.

Basis of loss settlement

Partial Damage

In the event of partial damage where the plant can be repaired the Basis of Indemnity shall be the cost reasonably and necessarily incurred to restore the plant to the same or similar state of serviceability as existing immediately prior to the occurrence of the loss or damage.

Any parts replaced or exchanged shall be used parts and where used parts are not available new parts on which indemnity shall be calculated in the same proportion as the Agreed Value of the relevant item of plant relates to the New Replacement Value thereof.

The value of existing parts that can be used in any way whatsoever will be deducted.

Total Loss

in the event of total loss where the cost of partial damage repairs equal or exceeds the Agreed Value of the plant immediately prior to the occurrence of the loss or damage such plant shall be regarded as a total loss and the Basis of Settlement shall be calculated as the Agreed Value stated in the Schedule as applying to the relevant item of plant or the current Market Value whichever is the lesser. This settlement value shall at no time exceed the Sum Insured stated in the Schedule as applying to the relevant item of plant.

Alternative C – Basis of Insurance – Market Value Basis

Where the Basis of Insurance is stated in the Schedule as **MARKET VALUE BASIS**, it is required that the **Sum Insured be equal to the reasonable Market Value** of insured plant of the same kind and same capacity.

Average Condition

If the Sum Insured is less than the amount required to be insured, the Insurer will pay only in such proportion as the Sum Insured bears to the amount required to be Insured. Every item, if more than one shall be subject to this condition separately.

Basis of loss settlement

Partial Damage

In the event of partial damage where the plant can be repaired the Basis of Indemnity shall be the cost reasonably and necessarily incurred to restore the plant to the same or similar state of serviceability as existing immediately prior to the occurrence of the loss or damage.

Any parts replaced or exchanged shall be used parts and where used parts are not available new parts on which indemnity shall be calculated in the same proportion as the Market Value of the relevant item of plant relates to the New Replacement Value thereof.

The value of existing parts that can be used in any way whatsoever will be deducted.

Total Loss

In the event of total loss where the cost of partial damage repairs equal or exceeds the Market Value of the plant immediately prior to the occurrence of the loss or damage such plant shall be regarded as a total loss and the Basis of Settlement shall be calculated as the reasonable Market Value of the Insured Item but shall not exceed the Sum Insured stated in the Schedule as applying to the relevant item of plant.

Memoranda applicable to Section 1

Definition of market value

The Market Value of an item shall be calculated on the basis of one of the following alternatives:

1. The amount required to purchase (including registration, licensing fees, taxes, delivery and the like charges and expenses) a similar item with a similar age, usage, maintenance, refurbishment and overhaul records, or
2. The amount calculated by depreciating the current new replacement value (including registration, licensing fees, taxes, delivery and the like charges and expenses) of a new item by the age, usage, maintenance, refurbishment and overhaul history of the damaged item.

The Insurer may at its option repair, reinstate or replace any item lost or damaged or pay the amount of the loss or damage in money. The amount of liability shall not exceed in respect of each or any of the items specified in the Schedule the sums set opposite thereto respectively.

If the repairs are executed at a workshop owned by the Insured, the Insurer will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

The cost of any alterations, additions, improvements or overhauls shall not be recoverable under this Policy. The costs of any provisional repairs will be borne by the Insurer if such repairs constitute part of the final repairs, and do not increase the total repair expenses. The Insurer will make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be

Reinstatement of Sum Insured

Unless otherwise requested by the Insured, the Sum Insured shall not be reduced by the amount paid or payable by the Insurer and the Insured shall pay to the Insurer a pro-rata premium from the date of the loss or damage to the end of the current Period of Insurance.

Hire out of the property insured

The terms upon which this Insurance is arranged assume that the Property Insured if hired out is hired out on conditions which do not release the Hirer (as defined under the version of the Contractors Plant Hire Association (CPHA) Terms & Conditions that makes the responsibility to insure the hired property with the Hirer) from any liability or responsibility which would have been assumed under the standard form of contract of the Contractors Plant Hire Association as may be in use at the time of hire.

Extensions applicable to Section 1

Additional Costs

Additional Costs such as the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, subject to the liability of The Insurer not exceeding R50 000 (fifty thousand rand).

Expediting Costs

Any extra charges incurred for overtime, night-work, work on public holidays, express freight are covered by this insurance subject to the liability of The Insurer not exceeding R50 000 (fifty thousand rand).

Recovery Costs

In the event of the Property Insured becoming accidentally immobilized in any physical situation the costs necessarily and reasonably incurred in connection with the recovery and withdrawal of the Property insured shall be admitted by the Insurer as "accidental physical loss or damage" within the meaning of this insurance provided that no indemnity shall be provided hereunder where the cost of rectifying electrical or mechanical breakdown is the sole requirement necessary to effect such recovery and withdrawal. The liability of The Insurer in respect of such costs shall not exceed the limit of indemnity stated in the Schedule.

Section 2 – Plant – Hired In

Part A – Material Damage

The Insurance by this part is in respect of the Insured's legal liability under the terms of his hiring agreement or otherwise to pay Compensation for loss of or damage to the Plant described in the Schedule whilst in his custody or under his control.

Part B – Continuing Hire Charges

The Insurance by this part is limited to the Insured's liability under the terms of his hiring agreement or otherwise to pay continuing hire charges in consequence of loss of or damage to the Plant described in the Schedule as covered under Part A.

Provided that the period in respect of which payment is made hereunder in respect of any one occurrence shall be the period beginning after the number of hours shown in the Schedule as "Time Exclusion" after the occurrence of the loss or damage and ending not later than the Indemnity Period shown in the Schedule.

Limit of liability

The amount of indemnity payable

1. under **Section 2 Part A** of this Policy shall not exceed in respect of any one occurrence irrespective of the number or amount of claims thence arising the amount stated in the Schedule
2. under **Section 2 Part B** of this Policy shall not exceed during any one Period of Insurance the amount stated in the Schedule.

In addition, the Insurer will where legal proceedings have been defended with its written consent pay all legal charges for which the Insured may be liable

Memoranda to Section 2

1. The terms upon which this insurance is arranged assume that the Insured Plant will be hired under forms of Contract where no more liability is assumed than under the standard form of the Contractors Plant Hire Association (CPHA)
2. The Insured shall give annual notification to the Insurer of the hiring charges paid or payable by him for plant as described herein during the preceding year and furnish any other such particulars as the Insurer may require. The Total Hiring Fees on which the premium of this Section is based is as per the amount stated in the Schedule
3. It is understood that in the case of the Insured Plant hired for rehire the Insured shall undertake such rehire only upon the same conditions of contract as apply to the original hiring except as agreed with the Insurer.

Exceptions to Sections 1 and 2

The Insurer shall not be liable to indemnify the Insured irrespective of the original cause in respect of:

1. the amount specified in the Schedule as the Deductible
2. loss of or damage due to electrical or mechanical breakdown failure breakage or derangement freezing of coolant or other fluid defective lubrication or lack of oil or coolant but if as a consequence of such breakdown or derangement an accident occurs causing external damage such consequential damage shall be covered
3. wear and tear rust mildew corrosion or other gradual deterioration
4. loss of or damage due to defective design
5. the cost of maintenance
6. loss of or damage to tyres caused by application of brakes or punctures cuts or bursts
7. loss of plant by disappearance or by shortage where such loss is revealed only by the making of an inventory or periodic stocktaking
8. loss of or damage to vehicles designed and licenced for general road use unless these vehicles are exclusively used on construction sites
9. theft or disappearance of any item of the Property Insured from an unattended motor vehicle unless such Property has been removed by forcible and violent means from a secured locked portion of the vehicle and in the event of the Property being left in an unattended vehicle overnight unless such vehicle is housed in locked premises or parked within suitably protected security area

10. loss of or damage occurring whilst any Insured Property is undergoing a test of any kind or is being used in any manner or for any purpose other than that for which it was designed
11. loss of or damage due to any faults or defects existing at the time of commencement of this Policy within the knowledge of the Insured
12. Loss or damage to the Property Insured caused by or attributable to the dishonesty and or willful act of any Director Partner or employee of the Insured
13. loss or damage for which the supplier or manufacturer is responsible either by law or under contract
14. consequential loss or liability of any kind or description except as specifically provided for in this Policy
15. loss or damage to any crane involved with multiple or tandem lifts unless specifically agreed by endorsement
16. loss or damage arising out of noncompliance of any statutory requirements
17. loss or damage to any railway locomotive or rolling stock aircraft or watercraft
18. loss or damage to The Property Insured due to abandonment
19. loss or damage to the Insured Property whilst underground
20. loss or damage due to total or partial immersion in tidal waters
21. loss or damage as a result of the property insured handling hot materials.

Special conditions applicable to Sections 1 and 2

1. In the event of the Property Insured sustaining loss of or damage whilst such property is outside the Republic of South Africa and is disable as a result of such loss of or damage, the cost of salvaging and delivering the property to the nearest border post of the Republic of South Africa shall be borne by the Insured.
2. In the event of the Property Insured sustaining loss or damage whilst such property is outside the Republic of South Africa and the extent of the loss or damage requires the services of an Assessor, the Insured shall be required to bear 50% (fifty percent) of such Assessors fees.

CONTRACT WORKS

The Indemnity

If during the Period of Insurance any of the Property Insured shall suffer at the Contract Site any unforeseen physical loss or damage from any cause other than those specifically excluded, the Insurer will in the terms of the Basis of Loss Settlement Clause of the Definitions contained herein compensate the Insured for such loss or damage up to an amount not exceeding in respect of each of the items specified in the Schedule the sum set opposite thereto and in all the Total Sum Insured.

Property Insured

1. CONTRACT WORKS shall mean the permanent and Temporary Works erected or in the course of erection in performance of the Contract and the materials and goods intended for incorporation therein all being the property of the Insured or for which they are responsible whilst on or adjacent to or in the vicinity of the Contract Site.
2. TEMPORARY WORKS shall mean all constructional aids equipment or other structures (not being part of the permanent works) used or intended for use in the performance of the Contract; and which:
 - 2.1 do not comprise mobile plant;
 - 2.2 the Contractor does not intend to remove from the Contract Site on completion of the Contract; and the full value of which has been included in the Contractor's tender price.

Basis of loss settlement

Basis of Loss Settlement in terms of this Section of the Policy shall be the reasonable cost of repairing, reinstating or replacing the property including additional cost that are provided in terms of the Extensions.

The Insurer may at its option repair, reinstate or replace any item lost or damage or pay the amount of the loss or damage in money.

The Insurer will make payment after being satisfied by production of necessary bills and documents that the repairs have been affected or that reinstatement or replacement of the property has taken place as the case may be.

All damage which can be repaired shall be repaired but if the cost of repairing any damage equals or exceeds the value of the property immediately before the occurrence of the damage the settlement shall be made on such actual value less the value of the salvage.

The cost of any provisional repairs will be borne by the Insurer only if such repairs constitute part of the final repairs and execution of them does not increase the total repair cost.

In no case shall the cost of any alteration, addition and/or improvement be recoverable under this Policy.

Deductible

DEDUCTIBLE is the amount to be borne by the Insured in respect of all loss or damage arising out of any one event or occurrence.

The term MAJOR PERIL shall mean: loss or damage arising out of storm, tempest, water, subsidence or collapse, consequences of defective workmanship/design and fire.

The term THEFT/MALICIOUS DAMAGE shall mean: loss or damage arising out of theft, malicious damage and or vandalism.

The term OTHER PERILS shall mean: loss or damage arising from any other insured cause.

Territorial Limits

The Republic of South Africa and ONLY to the extent permitted by the applicable Insurance acts and/or related legislation of the Countries of Lesotho, Swaziland, Botswana, Malawi and Namibia.

The onus of ascertaining and obtaining such permission rests with the Insured and cover is accepted for these territories with the understanding that permission has been granted or as otherwise agreed and extended by endorsement.

Premium Adjustment Clause

The Insured shall within three months of the expiry of the Period of Insurance furnish to the Insurer a declaration of the Final Contract Price or Annual Turnover and if such price shall differ from the Estimated Contract Price/Turnover the premium shall be appropriately adjusted subject to the Insurer retaining 75% (seventy five percent) of the Deposit Premium.

Automatic Reinstatement

No Sum Insured by this Section shall be reduced by the amount of any claim paid or payable by the Insurer and the Insured shall pay to the Insurer a pro rata additional premium on such amount calculated from the date of the loss or damage to the end of the Period of Insurance.

General Definitions

Difference in Conditions/ Deductible	(only applicable to Annual Renewable Policies and where the Insured is a Contractors declares a turnover for the Principal Controlled Insurance (PCI) as appearing in the Schedule) It is hereby declared and agreed that where the Insured enters into any contract which is more specifically insured by or on behalf of the Insured, this Policy will provide cover in the event of a shortfall in such other Specific Insurance Policy regarding the limit of indemnity and the Scope of Cover and Deductible, provided always that: 1. The Insurer's liability hereunder shall not exceed the limit of indemnity or the Scope of Cover as provided by this Policy; 2. This Policy will not be drawn into contribution with any such other Specific Insurance Policy; 3. This clause shall not apply to any restrictions or limitations of cover imposed by Insurers of such other Specific Insurance Policy or proposed by the Insured as a consequence of the nature of the contract/work being undertaken or in an endeavour to reduce the premium; 4. This Extension is for the benefit of the Insured only and does not extend to include sub-contractors or to others named in the Schedule. 5. This Extension does not apply to Excluded contracts as described by General Exception 6; 6. This Extension shall not apply if there is no mention of Principal Controlled Insurance (PCI) in the Policy Schedule under "Turnover" or where the Turnover in the Policy Schedule is shown as Nil or RO.
Own Contracts/ Estimated Annual Turnover or Turnover	where appearing in the Schedule shall mean the Estimated Annual Turnover of All Contracts where the Insured is required to arrange Insurance as required by the applicable Contract Conditions for contracts entered to by the Insured and which is not listed as an Excluded Contract in General Exception 6.
Period of Insurance	Period of Insurance shall commence notwithstanding any date to the contrary specified in the Schedule directly upon commencement of the works on the Contract Site. The Insurer's liability expires on practical completion of the Contract Works or when the works or any part thereof is taken into use by the Employer. At the latest the Insurance shall expire at the end of the Period of Insurance specified in the Schedule. The Period of Insurance may be extended or renewed at terms to be agreed prior to such extension or renewal.
Testing Period	Testing Period (if shown in the Schedule as included and is only applicable to new machinery/ property) shall mean and be limited to that period beginning either with introduction into the Insured Property of feedstock or other materials for processing or handling or the commencement of supply to a system and terminating on expiry of the period of time specified in the Schedule or when the Property is taken over or taken into use by the Purchaser or Principal whichever shall first occur.

The Insured	The Insured shall be the Contractor and the Employer for their respective rights and interests and to the extent required by the Contract Conditions and any Sub-contractor to the extent required by the Contract conditions. Such Sub-contractor shall be subject to the terms, exceptions and conditions applicable to this insurance as though named as an insured party.
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Exceptions

The Insurer will not be liable for:

1. any Deductible stated in the Schedule
2. extra charges for express delivery customs charges and overtime rates of pay other than when provided for in the extensions
3. loss of or damage to anything existing on or adjacent to or in the vicinity of the Contract Site at the date of commencement of the Contract
4. consequential loss of any kind or description whatsoever including penalties loss due to delay lack of performance or loss of contract except as specifically provided for herein
5. the cost necessary to replace, repair or rectify any component part or individual item of the Property Insured which is defective in design (other than design of temporary works), plan, specification, materials or workmanship. This exception shall not apply to other parts or items of the Property Insured damaged as a consequence of such defect
6. The cost of redesign, improvement, overhaul, modification, betterment or alteration on the occasion of repair or replacement of loss or damage
7. loss of or damage to construction plant, cranes and tools
8. loss of or damage to water-borne vessels or aircraft or mechanically-propelled vehicles or trailers the use of which is not confined to the Contract Site
9. loss of or damage to files drawings accounts bills currency stamps deeds evidence of debt notes securities or cheques or packing materials such as cases boxes and crates
10. disappearance or shortage disclosed by a routine stocktaking or inventory or which results directly from the dishonesty of any director partner or employee of the Insured
11. loss or damage to that part of the property for which a Practical Completion Certificate or Take Over Certificate or similar evidence of legal transfer of responsibility has been issued except in so far as the Contractor may be liable in the terms of any Maintenance or Defects Liability condition of the Contract
12. loss or damage arising during continuation of any marine or air transit unless the property having been unpacked and examined immediately prior to the commencement of the subsequent land transit has been found to be free of defect
13. loss or damage which may occur outside the Territorial Limits
14. mechanical and/or electrical breakdown or derangement of machinery and equipment
15. the cost of repairing reinstating replacing or making good normal wear tear or deterioration or gradually operating cause (including but not restricted to boiler scale cavitation corrosion erosion oxidation rust deterioration due to lack of use and normal atmospheric conditions) but this Exception shall not apply to loss of or damage to any other part of the property which is free of such condition
16. loss of or damage to installed refractories arising from the intentional application or withdrawal of heat (other than from an extraneous cause or other indemnifiable loss or damage)
17. Special exclusion applicable only to contracts for mechanical electrical and pressure plant: The Insurer will not indemnify the Insured for:
 - 17.1 loss of or damage to any part of the (used) property insured which has operated under service conditions (other than at manufacturers, suppliers or refurbisher's premises) prior to use for the Insured contract due to its own electrical or mechanical breakdown or its own explosion by force of internal steam or fluid pressure (unless otherwise agreed by Insurers or unless refurbished to "as new" operating specifications);
 - 17.2 loss of or damage to any part of the (new) property insured due to its own electrical or mechanical breakdown the commencement of the maintenance or defects liability period while that part of the property insured is operating under load conditions (whether partial or full load whether before or after the introduction of feedstock or other raw materials if applicable). The testing period shall exclude any period during which hydrostatic pneumatic electrical mechanical or electronic tests are conducted or during which ancillary or peripheral equipment is operated or tested;

- 17.3 Loss or damage to refractory lining unless specifically agreed by endorsement;
- 17.4 loss or damage due to the failure to follow prescribed techniques or due to the intentional nullifying of safety devices or automatic controls during testing commissioning or other running of the Insured property.
- 18. the cost of continuous dewatering to maintain working conditions following ingress into the Property Insured of the normal expected inflow of water from naturally occurring underground water.

Memoranda (applicable only if stated in the Schedule)

1. Contribution Clause – Marine

Notwithstanding exception 12 of this Section of this Policy in the event of loss or damage to the property insured due to a peril insured against being discovered after cover under an applicable marine insurance Policy has terminated and if after investigation it is not possible to ascertain whether the cause of such loss or damage happened prior to the termination of the marine venture or subsequently it is understood and agreed that Insurers hereon shall make every effort where the relevant marine insurance Policy does not contain a similar provision to agree with the relevant marine Insurers that the Insurers hereon shall contribute 50% (fifty percent) of the properly adjusted claim less 50% (fifty percent) of the applicable marine deductible. Such contributions to be without prejudice and adjusted subsequently in accordance with final apportionment of the claims as may be agreed between the Insurers hereon and the marine Insurers. Should agreement not be reached then neither the Insurers of this Policy nor the marine Insurers will contribute to the loss. The Insured shall make reasonable effort to ensure that the property insured be visually examined as soon as reasonably possible after arrival at the contract site.

2. Escalation

Should the value of the Property Insured during the contract period exceed the Sum Insured stated in the Schedule under item 1, the said Sum Insured shall be deemed to be increased by an amount not exceeding the percentage stated in the Schedule. The Insured shall in any event pay an additional premium in accordance with General Condition 3.1.

3. Expediting Expenses

The indemnity provided herein is extended to include expediting measures, express delivery (including airfreight) customs dues and charges, overtime and holiday rates of wages.

Provided that the maximum liability of the Insurer shall not exceed the limit stated in the Schedule applying to this Extension for any one occurrence.

4. Maintenance Cover

During the maintenance or defects liability period (as may be described in the Insured Contract, but limited to a maximum of 12 (twelve) months maintenance or defects liability period) pertaining to any part of the permanent works but only in respect of loss or damage:

- 4.1 arising from a cause occurring prior to commencement of such period of maintenance or defects liability period
- 4.2 arising from any act or omission of the Insured, their servants, agents, suppliers or sub-contractors in pursuance of the Insured's obligations
- 4.3 for which the Insured Contractor is responsible under the Contract.

Where the Contract does not set out specific maintenance provisions, the Contractor shall be deemed for purposes of this Section to be responsible for loss or damage:

- 4.3.1 having its cause prior to the commencement of the maintenance or defects liability period, or
- 4.3.2 occurring in the course of or in connection with repair, reinstatement or replacement of property during the maintenance or defects liability period or any act or omission of the Contractor, his servants or agents in the course of work conducted in pursuance of the Contractors obligations under the Contract.

Provided that such deemed period does not exceed a maximum of 12 (twelve) months maintenance or defects liability period.

5. Open Trench Condition

The Insurer will indemnify the Insured for any loss, damage or liability due to the flooding or silting of pipes, trenches or shafts only to a maximum length of open trench partially or completely excavated up to the length as stated in the Schedule any one loss event;

PROVIDED THAT:

1. the pipes immediately after laying have been secured in such a manner by backfilling and compacting that they cannot be displaced if the trench is flooded;
2. the pipes immediately after laying have been closed to prevent water, silt and the like from penetration. The tested parts of the lines have been completely backfilled and compacted after pressure test.

6. Payments on Account

In the event of loss as insured by this Policy payments on account will be made to the Insured on request but in no case shall such payments exceed the Insurer's total liability; if after any Payments on Account have been made it is found that the Insurer is not liable the total amount so paid shall be refunded to the Insurer.

7. Principal's Own Surrounding Property Extension

Notwithstanding anything in the Policy to the contrary the Insurers shall indemnify the Insured against loss or damage to property, not otherwise insured by this Section, which is in the custody or control of or being worked on by the Contractor and arising in connection with the Insured Contract;

PROVIDED THAT:

1. the indemnity shall not apply to loss or damage for which indemnity is provided under any Public Liability insurance for the benefit of the Contractor nor to any constructional plant machinery or equipment used or intended for use on the Insured Contract;
2. in respect of any one occurrence or series of occurrences attributable to one original cause the liability of the Insurers shall not exceed the limit of indemnity stated in the Schedule;
3. the indemnity shall not apply to loss or damage to such property arising out of the intentional removal of support.

The liability of the Insurers in respect of any one occurrence shall not exceed the limit of indemnity stated in the Schedule.

8. Professional Fees

In the event of loss or physical damage insured hereby the Basis of Settlement shall be the reasonable cost of repairing, replacing or reinstating the lost or damaged property and shall include: professional fees incurred in connection with the repair, reinstatement or replacement of the Insured Property and/or dismantling, demolition, shoring or propping up or in the erection of hoarding as provided for but not fees incurred in connection with the preparation of a claim under this Section.

9. Removal of Debris

The insurance by this extension is in respect of costs necessarily and reasonably incurred by the Insured in removing debris silt and water or the demolition of structures or the provision erection or maintenance of any hoarding required during demolition site clearing or reconstruction regaining access to the works and in restoring original working conditions following an occurrence insured by this Policy.

Provided always that the maximum liability of the Insurer shall not exceed the Limit/Sum Insured stated in the Schedule as applying to this Extension.

10. Road Works Limitation and Specific Exception

10.1 Limitation

Notwithstanding anything contained herein, to the contrary it is declared and agreed that the Insurers maximum indemnity in respect of loss or damage to Road Layer Works arising from any one loss shall be limited to a maximum number of metres stated in the Schedule. This length is in the aggregate and it is understood that this restriction applies to the total length per contract site.

10.2 Specific Exception

Damage to the road under construction caused by or aggravated by traffic is excluded.

11. Temporary Storage

This Policy extends to cover temporary storage of the property insured under this Section at any situation within the territorial limits other than the Insured's own premises and if not more specifically insured.

Provided that the maximum liability of the Insurer shall not exceed the amount stated in the Schedule applying to this Extension.

12. Transit

This Policy extends to include transit cover which for the purpose of this Extension shall mean conveyance by road or rail of the property insured under Section 1 between any situation within the territorial limits and the contract site if such transit is at the risk of the Insured and not more specifically insured.

Provided always that the maximum liability of the Insurer shall not exceed the limit stated in the Schedule as applying to this Extension.

13. Supervisory Charges

In the event of loss or physical damage insured hereby the Basis of Settlement shall be the reasonable cost of repairing, replacing or reinstating the lost or damaged property and shall include establishment and supervisory charges incurred in connection with repair, reinstatement or replacement.

CONTRACTOR'S PUBLIC LIABILITY

The Insurer will indemnify the Insured against:

1. all sums which the Insured shall become legally liable to pay in respect of:

- 1.1 accidental death of or bodily injury to or illness of any person
- 1.2 accidental loss of or damage to property
arising out of or in connection with the performance of the Contract and occurring within the Territorial Limits during the Period of Insurance.
- 1.3 on a Contract Site where the Property Insured under Plant All Risks is used by the Insured for the executing of a Contract and/or on a Public Road (as stated in the Policy Schedule)

2. all costs and expenses of litigation:

- 2.1 recovered by any claimant against the Insured
- 2.2 incurred with the written consent of the Insurer

In respect of a claim against the Insured for Compensation to which the indemnity expressed in this Section applies. Provided always that any legal action in respect of such liability be brought against the Insured in any court of competent jurisdiction in the Republic of South Africa and that the liability of the Insurer under this Section shall not exceed the limit of indemnity stated in the Schedule.

Territorial Limits

The Republic of South Africa and ONLY to the extent permitted by the applicable Insurance acts and/or related legislation of the Countries of Lesotho, Swaziland, Botswana, Malawi and Namibia.

The onus of ascertaining and obtaining such permission rests with the Insured and cover is accepted for these territories with the understanding that permission has been granted or as otherwise agreed and extended by endorsement.

Premium Adjustment Clause

The Insured shall within three months of the expiry of the Period of Insurance furnish to the Insurer a declaration of the Final Contract Price or Annual Turnover and if such price shall differ from the Estimated Contract Price/Turnover the premium shall be appropriately adjusted subject to the Insurer retaining 75% (seventy five percent) of the Deposit Premium.

Exceptions applicable to Contract Works

The Insurer will not indemnify the Insured in respect of:

- 1. any Deductibles stated in the Schedule;
- 2. loss of or damage to property referred to in the Contract Works Section of this policy whether or not the cost of repairing, re-instating or replacing such loss or damage falls within the scope of Exceptions of that Section;
- 3. damage to any property or land or building caused by vibration, subsidence, collapse or by the removal or weakening of support thereof or injury to any person arising in consequence of such damage;
- 4. the cost of making good any faulty workmanship, materials or design in any property;
- 5. death bodily injury or illness of any member of the Insured's family or any servant or agent of the Insured or any person employed under a contract of service or apprenticeship with the Insured if such death bodily injury or illness arises out of and in the course of the employment or damages claimed from the Insured by an injured person or dependent thereof in the terms of any Workmen's Compensation Law;
- 6. loss of or damage to property belonging to or held in trust by or in the custody or control of the Insured or any member of the Insured's family or any servant or agent of the Insured or leased, let, rented, hired or lent to the Insured but this Exception shall not apply to premises (including contents) not owned, leased, hired, rented by or on loan to the Insured but which are temporarily occupied by him for the purpose of the Contract;

7. the ownership, possession or use by the Insured of any motor vehicle as defined in the Motor Vehicle Insurance Act (No. 56 of 1972) or any amendment thereof or substitution thereof but this Exception shall not apply to:
 - 7.1 any claim caused by the use as a tool of trade of any vehicle or trailer constructed primarily for use on Contract Sites as a tool of trade
 - 7.2 any claim the cause of which arises beyond the limit of any carriageway or thoroughfare in connection with the loading and/or unloading of any vehicle or trailer
8. the ownership, possession or use by or on behalf of the Insured of any water-borne vessel or craft or any aircraft, locomotive or vessel under steam, pressure or any explosive substance;
9. liability attaching to the Insured in the terms of any contract or agreement whether written, verbal or implied unless such liability would have attached to the Insured notwithstanding the existence of such contract or agreement;
10. liability compulsorily insurable under any legislation concerning the use of motor vehicles;
11. such sums as the Insured shall become legally liable to pay as damages consequent upon the accidental loss of or damage to existing underground cables or pipes of any kind unless prior to the commencement by the Insured of the works the exact location, position, function and importance of all such cables, sewers or pipes has been established and furnished to the Insured in writing under the hand of the relevant authority, owner, person or body concerned. The indemnity shall in any case be restricted to the repair costs of such cables or pipes and the Insurer shall not be liable hereunder for any claim in respect of consequential loss, damage or liability;
12. death, injury, damage or loss of use of property directly or indirectly caused by seepage, pollution or contamination provided always that this exception shall not apply where such seepage, pollution or contamination is caused by a sudden unintended and unforeseen occurrence;
13. the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden unintended and unforeseen occurrence;
14. mechanical and/or electrical breakdown or derangement of machinery and equipment.

Exceptions applicable to Plant All Risks

The Insurer will not indemnify the Insured in respect of:

1. any Deductibles stated in the Schedule;
2. loss of or damage to property referred to in the Plant All Risks Section of this policy whether or not the cost of repairing, re-instating or replacing such loss or damage falls within the scope of Exceptions of that Section;
3. damage to any property or land or building caused by vibration, subsidence, collapse or by the removal or weakening of support thereof or injury to any person arising in consequence of such damage;
4. the cost of making good any faulty workmanship, materials or design in any property;
5. death bodily injury or illness of any member of the Insured's family or any servant or agent of the Insured or any person employed under a contract of service or apprenticeship with the Insured if such death bodily injury or illness arises out of and in the course of the employment or damages claimed from the Insured by an injured person or dependent thereof in the terms of any Workmen's Compensation Law;
6. loss of or damage to property belonging to or held in trust by or in the custody or control of the Insured or any member of the Insured's family or any servant or agent of the Insured or leased, let, rented, hired or lent to the Insured but this Exception shall not apply to premises (including contents) not owned, leased, hired, rented by or on loan to the Insured but which are temporarily occupied by him for the purpose of the Contract;
7. the ownership, possession or use by the Insured of any motor vehicle as defined in the Motor Vehicle Insurance Act (No. 56 of 1972) or any amendment thereof or substitution thereof but this Exception shall not apply to:
 - 7.1 any claim caused by the use as a tool of trade of any vehicle or trailer constructed primarily for use on Contract Sites as a tool of trade
 - 7.2 any claim the cause of which arises beyond the limit of any carriageway or thoroughfare in connection with the loading and/or unloading of any vehicle or trailer
8. the ownership, possession or use by or on behalf of the Insured of any water-borne vessel or craft or any aircraft, locomotive or vessel under steam, pressure or any explosive substance;
9. liability attaching to the Insured in the terms of any contract or agreement whether written, verbal or implied unless such liability would have attached to the Insured notwithstanding the existence of such contract or agreement;

10. liability compulsorily insurable under any legislation concerning the use of motor vehicles;

such sums as the Insured shall become legally liable to pay as damages consequent upon the accidental loss of or damage to existing underground cables or pipes of any kind unless prior to the commencement by the Insured of the works the exact location, position, function and importance of all such cables, sewers or pipes has been established and furnished to the Insured in writing under the hand of the relevant authority, owner, person or body concerned. The indemnity shall in any case be restricted to the repair costs of such cables or pipes and the Insurer shall not be liable hereunder for any claim in respect of consequential loss, damage or liability.

Other General Exceptions and Sanction Limitation Exclusion

The Insurer will not indemnify the Insured in respect of:

1. Absconson.
2. Confiscation nationalization abandonment or requisition or destruction of or damage to property by or under the order of any Government de jure or de facto or of any Public or Local Authority
3. Wilful act or wilful negligence of the Insured or his representative
4. any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Germany or United States of America.

Memoranda (only applicable if stated in the Schedule)

1. Arrest/Assault/Defamation Extension

Notwithstanding the Exceptions or anything else herein contained to the contrary this insurance is extended to include any legal liability of the Insured (not necessarily consequent upon death or injury to any person or loss or damage to any property):

- 1.1 arising from malicious or wrongful arrest or alleged malicious or wrongful arrest of any person
- 1.2 arising from malicious or wrongful assault or alleged malicious or wrongful assault on any person
- 1.3 in respect of defamation or alleged defamation whether negligence is imputed or not.

The liability of the Insurers in respect of any one occurrence shall not exceed the amount stated in the Schedule for each of 1.1, 1.2 and 1.3 above.

2. Blasting Extension

Notwithstanding anything stated to the contrary, the cover hereby is extended to include blasting operations but it is a condition precedent to liability that:

- 2.1 the Insured shall prior to the commencement of any blasting operation record in writing or by photographic evidence all existing defects in any property in the vicinity of the blasting location which may be affected and such record or evidence shall be dated and witnessed by the owner or tenant of such property or a responsible Third Party;
- 2.2 any existing defects found shall be monitored by the Insured at least every 24 (twenty four) hours and in the event of any detrimental effects evidenced, operations shall be ceased forthwith, and the Insurer shall be notified immediately. Operations shall not commence without the written approval of the Insurer;
- 2.3 the Insured complies with the provisions of the Explosive Act No. 15 of 2003 or any subsequent amendment or updated/replacement legislation;
- 2.4 protection mats are to be used in the course of all blasting operations.

3. Emergency Medical Expenses Extension

The Insurers shall indemnify the Insured in respect of costs and expenses incurred by the Insured for such medical treatment as may be reasonable at the time of an occurrence causing injury to any person who may be connected with a claim for indemnity in terms of the insurance.

4. Cross Liability Clause

Where the Insured consists of more than one party the insurance provided by this Section shall apply to each party subject to the Policy Terms as if a separate Policy had been issued to each party provided that the liability of the Insurer shall not be increased beyond the amount for which the Insurer would be liable in the absence of this Clause.

Specific exception applicable to this Clause

Insurers shall not indemnify the Insured in respect of Liability in respect of:

- 4.1 loss of damage to items insured or is insurable Contract Works/Plant Owned of this Policy, even if not recoverable due to an excess of any limit.
- 4.2 Fatal or non- fatal injury or illness of employees or workmen who are or could have been insured under COID or similar Workmen Compensation cover and/or Employers Liability Insurance.

5. Statutory Legal Defense Cost Extension

It is hereby agreed that notwithstanding the Exceptions or anything else herein contained to the contrary the Insurers shall indemnify the Insured against costs and expenses incurred with the consent of the Insurers in the defence of any action brought against the Insured arising from an alleged contravention of any statute or duty at common law provided that:

1. in the case of an appeal the Insurers will not indemnify the Insured unless a senior council approved by the Insurers advises that such appeal should in his opinion succeed;
2. the Insurers will not indemnify the Insured in respect of any fine or penalty imposed by any magistrate or judge nor any loss consequent thereto;
3. the liability of the Insurers in respect of any one event shall not exceed the amount specified in the Schedule.

6. Legal Defence Cost Extension

Notwithstanding the exceptions or anything else herein contained to the contrary the Insurers shall indemnify the Insured (not necessarily consequent upon death or injury to any person or loss or damage to any property) against costs and expenses incurred with the consent of the Insurers in the defence of any legal action brought against the Insured arising from an alleged contravention of any statute or duty at common law;

PROVIDED THAT:

1. in the case of an appeal the Insurers will not indemnify the Insured unless a senior council approved by the Insurers advises that such appeal should in his opinion succeed;
2. the Insurers will not indemnify the Insured in respect of any fine or penalty imposed by any magistrate or judge nor any loss consequent thereto;
3. the liability of the Insurers in respect to any one occurrence shall not exceed the amount stated in the Schedule.

7. Removal of Support Risk Extension (only applicable if stated in the Schedule

Notwithstanding exception 3 cover hereby is extended to include liability arising out of any work involving removal of or interference with support to any property, land or building including the Insureds own building;

PROVIDED THAT:

1. such work did not involve or require underpinning ground or rock anchoring shoring propping needling and/or dewatering;
2. the consent of the Owner(s) of any property which will be encroached by reason of the execution of the Contract have been obtained;
3. the necessary excavation and/or other permits have been obtained from the appropriate Statutory Authority;
4. a Schedule of defects of Property likely to be effected by the execution of the contract has been recorded to the satisfaction of the Insurer;
5. the liability of the Insurer is limited to the amount specified in the Schedule as applying to this Extension;
6. this Extension shall not apply when a specific Support Risk Insurance has been arranged.

SASRIA

You can take out insurance for the special risks mentioned below. Please refer to the Sasria policy wording for a full description of the cover provided and exclusions.

1. Terrorism, riots, strikes and other protest actions

- We do not provide cover against loss or damage caused by special risks such as politically motivated malicious acts, riots, strikes, terrorism and public disorders. The insurer that provides cover for these kinds of events in South Africa is Sasria. Sasria SOC Limited (Reg. No. 1979/000287/30) is a licenced Non-Life Insurer and an authorised Financial Services Provider.
- Hollard performs intermediary services and collects the Sasria premium. Hollard also issues Sasria's policy wording on behalf of Sasria and receives a fee in return for performing this function.
- Your policy Schedule shows the amount of your Sasria premium, as well as which cover sections include Sasria cover.
- There are two different Sasria policy wordings which provide cover under different cover sections, as shown below. Any cover section not mentioned does not include Sasria cover.
 - **Sasria Material damage policy:** Fire, Building Combined, Office Contents, Business All Risk, Electronic Equipment
 - **Sasria Motor policy:** Motor vehicles
 - **Sasria Money policy:** Money
 - **Sasria Transit policy:** Goods in Transit
 - **Sasria Business Interruption:** Standing Charges, Working Expenses
 - **Sasria Construction policy:** Contract Works, Plant Mobile, Plant Hired-in
- **Click the link – [Sasria Cover for Riots, Strikes & Terrorism Hollard](#)** – then navigate to the “Material Damage” or “Motor” policy wording to find the Sasria wording/s that applies to your policy.
- There are some events that are not covered. You must read your Sasria policy wording to understand your cover.
- Sasria cover applies in South Africa only, however, cover is also provided in Namibia for a period of not more than 60 consecutive days.
- Please call your broker if you cannot access the Sasria policy wording/s using the hyperlink and would like to request a copy.

2. How to claim

- You must report any protest action that puts your property at risk to the South African Police (SAPS) as soon as possible.
- All claims must be sent to Hollard, and not to Sasria. However, all approved claims will be settled by Sasria, and not by Hollard. Any insured property that Sasria decides is uneconomical to repair, or any lost or stolen property which is found after a claim has been settled, is referred to as salvage. Salvage is Sasria's property and they may sell it to cover their claims cost.
- **Step 1:** You must report any protest action that puts your insured property at risk to the SAPS as soon as possible.
- **Step 2:** Notify us of a claim as soon as possible after the event. We will tell you exactly what we need from you to process your claim.

3. Sasria's contact details

Postal address:	Sasria SOC Limited, PO Box 653367, Benmore, 2010
Physical address:	Sasria SOC Limited, 36 Fricker Road, Illovo, Sandton, 2196
Tel:	011 214 0800 or 0861 727 742
Fax:	011 447 8630
Compliance officer:	Mr. Mziwoxolo Mavuso
Email address:	contactus@sasria.co.za
Web:	www.sasria.co.za



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Hollard.

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