

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

## HOLLARD BUSINESS POLICY

### 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 issues 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.

## GENERAL EXCEPTIONS, CONDITIONS AND PROVISIONS

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

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

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

### GENERAL EXCEPTIONS

#### 1. War, riot and terrorism

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

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

- B. This Policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this Policy applies.
- C. Notwithstanding any provision of this Policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this Policy does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this General exception 1(C) an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal, 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 company alleges that, by reason of clause 1(C) of this exception, loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on the insured.

**2. Asbestos [applicable to the Public Liability section, Employers Liability section and Sub-section D (Liability) of the Buildings Combined 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, Stated Benefits and Group 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:

- (i) ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
- (ii) nuclear material, nuclear fission or fusion, nuclear radiation;
- (iii) nuclear explosives or any nuclear weapon;
- (iv) 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:

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

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

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

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

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

#### Special extension to General Exception 4

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

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

1. storm, wind, water, hail or snow excluding damage to property:
  - (a) arising from its undergoing any process necessarily involving the use or application of water;
  - (b) caused by tidal wave originating from earthquake;
  - (c) in the underground workings of any mine;
  - (d) in the open (other than buildings structures and plant designed to exist or operate in the open);
  - (e) in any structure not completely roofed;
  - (f) being retaining walls;
2. aircraft and other aerial devices or articles dropped therefrom;
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.

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

#### 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 carried out by customs, police services, crime prevention units or other officials or authorities.

### GENERAL CONDITIONS

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

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

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

**2. Other insurance**

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

**3A. Cancellation**

This policy or any section may be cancelled at any time by the company giving 30 days' notice in writing (or such other period as may be mutually agreed) or by the Insured giving immediate notice. On cancellation by the Insured, the company shall be entitled to retain the customary short period or minimum premium for the period the policy or section has been in force. On cancellation by the company, the Insured shall be entitled to claim a pro rata proportion of the premium for the remainder of the period of insurance from the date of cancellation, subject to general condition 4.

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

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

- (a) each third,
- (b) each sixth, or
- (c) 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 company with such particulars and information as the company may require for the purpose of recalculation of the premium for such period. Any difference shall be paid by or to the Insured as the case may be.

**5. Prevention of loss**

The Insured shall take all responsible 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 you need to register a claim, please email our claims department at [claims@barker.co.za](mailto:claims@barker.co.za) or alternatively contact our offices 0861 BARKER.

- (a) On the happening of any event which may result in a claim under this policy the Insured shall, at their own expense:
  - (i) give notice thereof to the company as soon as reasonably possible and provide particulars of any other insurance covering such events as are hereby insured;
  - (ii) as soon as practicable after the event inform the police of any claim involving theft or (if required by the company) loss of property and take all practicable steps to discover the guilty party and to recover the stolen or lost property;
  - (iii) as soon as practicable after the event submit to the company full details in writing of any claim;
  - (iv) give the company such proof, information and sworn declarations as the company may require and forward to the company immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the Insured in connection with the event giving rise to the claim.

- (b) No claim (other than a claim under the business interruption, fidelity, stated benefits or group personal accident section or the personal accident (assault) extension under the money section, if applicable) shall be payable after the expiry of 24 months or such further time as the company may allow from the happening of any event unless the claim is the subject of pending legal action or is a claim in respect of the Insured's legal liability to a third party.
- (c) No claim shall be payable unless the Insured claims payment by serving legal process on the company within 6 months of the rejection of the claim in writing and pursues such proceedings to finality.
- (d) If, after the payment of a claim in terms of this policy in respect of lost or stolen property, the property (the subject matter of the claim) or any part thereof is located, the Insured shall render all assistance in the identification and physical recovery of such property if called on to do so by the company, provided that the Insured's reasonable expenses in rendering such assistance shall be reimbursed by the company. Should the Insured fail to render assistance in terms of this condition when called upon to do so, the Insured shall immediately become liable to repay to the company all amounts paid in respect of the claim.

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

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

## 8. Fraud

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

## 9. Average (Buildings Combined Material Damage Section)

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 company.

**15. Collective insurances**

If this insurance is a collective insurance then the following amendment is made to general condition 6(a) (iv) above: "give the leading insurer on behalf of the insurers such 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. Company's rights after an event (subrogation condition)**

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



**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:

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);
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;
3. such alarm will be maintained in proper working order but the Insured shall be deemed to have discharged their liability of they have maintained their obligations under a maintenance contract with the installation/service company of the alarm system;
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. 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.

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 Receiving marketing from us: Please contact us if you want to change your marketing preferences. Remember that even if you choose not to receive marketing from us, we will still send you communications about this product.

**GENERAL PROVISIONS**

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

**A. Claims preparation costs**

The insurance provided by each section of this policy is extended to include costs reasonably incurred by the Insured in producing and certifying any particulars or details required by the company in terms of general condition 6 or to substantiate the amount of any claim, provided that the liability of the company for such costs in respect of any one claim shall not exceed, in respect of a particular section, R1 000 or 10% of the sum insured or limit of indemnity on the item affected, whichever is the lesser amount, plus any amount stated in the schedule to each section against an item for additional claim preparation costs.

**B. Payments on account**

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

**C. 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.

**D. Members**

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

**E. Liability under more than one section**

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

**F. 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.

**G. Premium payment**

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

**Cooling-off period:** If an insured event doesn’t happen during the first 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 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.

**H. Holding covered**

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

**I. Schedule sums insured blank**

If, in a schedule of this policy, the sum insured, limit of indemnity or compensation is:

- (i) left blank or has no monetary amount stipulated against it,
- (ii) 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.

**J. Security firms**

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

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

**K. Period of insurance**

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

| Section |                       | Page and Reference |                           | Amendment   |
|---------|-----------------------|--------------------|---------------------------|---|
| 1.      | General               | 4/8:               | Adjustment of Premium     | The words “each period of insurance” are amended to read “each period Stock Declaration Conditions of twelve consecutive months from the inception date or anniversary date”. |
| 2.      | Fire                  | 7/8:               | Specific Condition (b) in |   |
| 5.      | Business Interruption | 4/6:               | Deposit Premium Clause    |   |
| 6.      | Accounts Receivable   | 2/2:               | Adjustment Clause         |   |
| 19.     | Motor                 | 7/8:               | Premium Adjustment Clause |   |

| Section                   |                                      | Page and Reference             |  | Amendment   |
|---------------------------|--------------------------------------|--------------------------------|--|---|
| 2.                        | Fire                                 | 4/8:                           | Capital Additions Clause                         | <p>If the period of insurance is more often than quarterly then the words “each quarter” are amended to “each month”.</p> <p>Proviso (v) is added:</p> <p>(v) The amount payable during any one period of 12 consecutive months from inception or anniversary date shall 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 the insured amount clause” applies). If the sum insured is increased the 12 consecutive months applies from the anniversary date. Any reinstatement between the date of increase and the anniversary date shall not exceed twice the sum insured.</p> |
| 3.                        | Buildings Combined                   | 4/6:                           | Capital Additions Clause                         |   |
| 4.                        | Office Contents                      | 3/6:                           | Capital Additions Clause                         |   |
| 10.                       | Fidelity                             | 1/5:                           | Defined Event                                    |   |
| 10.                       | Fidelity                             | 4/5:                           | Reduction/Reinstatement of insured Amount Clause | <p>The words “annual premium” are amended to read “twelve times the monthly premium” for policies with monthly periods of insurance and “four times the quarterly premium” or “twice the bi-annual premium” for policies with quarterly or half-yearly periods of insurance respectively.</p>   |
| 15.                       | Public Liability (Occurrence Basis)  | 4/5:                           | Products Liability Extension                     | <p>The words “any one (annual) period of insurance” are amended to read “any one period of twelve consecutive months from inception date or anniversary date”.</p>  |
|                           |                                      | 4/5:                           | Defective Workmanship Liability Extension        |   |
|                           |                                      | 5/5:                           | Wrongful Arrest and Defamation Extension         |   |
| 14.                       | Public Liability (Claims Made Basis) | 5/6:                           | Products Liability Extension                     |   |
|                           |                                      | 5/6:                           | Defective Workmanship Liability Extension        |   |
|                           |                                      | 6/6:                           | Wrongful Arrest and Defamation Extension         |   |
| 19.                       | Motor                                | 3/8:                           | No Claim Rebate Provisions                       | <p>The Claim-Free Groups or No Claim Discounts applicable will be established at inception date and/or anniversary date and the references to “preceding years” mean the relevant period of 12 consecutive months preceding such dates.</p>   |
| Public Liability Schedule |                                      | Wrongful Arrest and Defamation |  | <p>The limit of Indemnity is R50 000 per event or R100 000 any one period of 12 consecutive months from inception date or anniversary date.</p>   |

## FIRE (Index Section 1)

### DEFINED EVENTS

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

1. fire;
2. lightning or thunderbolt;
3. explosion;
4. such additional perils as are stated in the schedule to be included.

### SPECIFIC EXCEPTIONS

1. This section does not cover earthquake (whether arising from mining operations or otherwise) unless added as an additional peril.

Any damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be damage which is not covered by this insurance, except to the extent that the Insured shall prove that such damage happened independently of the existence of such abnormal conditions. In any action, suit or other proceedings where the company alleges that, by reason of this exception, any damage is not covered by this insurance, the burden of proving the contrary shall be on the Insured.

2. Unless specifically included, this insurance does not cover:
  - (i) damage to property occasioned by its undergoing any heating or drying process;
  - (ii) 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.

### 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 accordingly. Every item, if more than one, shall be separately subject to this 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:

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

#### Earthquake extension

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

#### Special perils extension

Damage caused by:

1. storm, wind, water, hail or snow excluding damage to property:
  - (a) arising from its undergoing any process necessarily involving the use or application of water;
  - (b) caused by tidal wave originating from earthquake;
  - (c) in the underground workings of any mine;

- (d) in the open (other than buildings, structures and plant designed to exist or operate in the open);
- (e) in any structure not completely roofed;
- (f) being retaining walls;

unless so described and specifically insured as a separate item;

- 2. aircraft and other aerial devices or articles dropped therefrom;
- 3. impact by 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.

This extension does not cover:

- 1. wear and tear or gradual deterioration;
- 2. damage caused or aggravated by:
  - (a) leakage or discharge from any sprinkler or drencher system in the buildings insured hereby or in buildings containing property insured hereby;
  - (b) subsidence or landslip;
  - (c) 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.

#### **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 company 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 company 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.

#### **Subsidence and landslip extension**

Damage caused by subsidence or landslip provided that the Insured shall bear the first portion of each and every claim up to an amount calculated at 1% of the sum insured on the property or R500 whichever is the greater.

This extension does not cover:

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

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

**Malicious damage extension**

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

1. movable property which is:
  - (a) stolen;
  - (b) damaged in an attempt to remove it or part of it from any premises owned or occupied by the Insured.
2. movable 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:
  - (a) damage related to or caused by any occurrence referred to in General exception 1 (A) (i), (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the company alleges that, by reason of proviso (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the Insured.

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

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

**Riot and strike extension**

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

- (i) civil commotion, labour disturbances, riot, strike or lockout;
- (ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (i) above, provided that this extension does not cover:
  - (a) loss or damage occurring in the Republic of South Africa and Namibia;
  - (b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
  - (c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
  - (d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
  - (e) loss or damage related to or caused by any occurrence referred to in General exception 1 (A) (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the company alleges that, by reason of proviso (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the Insured.

## CLAUSES AND EXTENSIONS

### Rent clause (if insured under column 2)

The company 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:

- (i) 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.
- (ii) Rent payable - the actual rent payable by the Insured to the owner or landlord of the said premises.
- (iii) 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 company 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.

### Designation of property clause

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

### All other contents clause

The term all other contents referred to in the definition of property under column 3 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 R5 000 for any one individual in respect of property lost or damaged whilst on the Insured's premises.

### Limitations clause

The company's liability under column 3 of the schedule is restricted in respect of:

- (a) money and stamps to a limit of R5 000;
- (b) documents, manuscripts, business books, plans, computer systems records and media, designs, patterns, models and moulds to the value of materials and sums expended in labour.

### 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 company as soon as practicable after such event and the Insured agrees to pay additional premium if required.

### Architects' and other professional fees clause

The insurance under columns 1 and 3 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 15% 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.

### 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 15% of the sum insured thereon, it being understood that the Insured undertakes to advise the company each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.



**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 company 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.

**Fire extinguishing charges clause**

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 company may be liable in terms of this section provided the Insured is legally liable for such costs and the insured property was in danger from the fire.

**Mortgagee clause**

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

**Municipal plans scrutiny fee clause**

The insurance under column 1 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:
  - (a) the cost incurred in complying with any of the aforesaid regulations:
    - (i) in respect of damage occurring prior to granting of this clause;
    - (ii) in respect of damage not insured under this section;
    - (iii) under which notice has been served upon the Insured prior to the happening of the damage;
    - (iv) 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;
  - (b) 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;
  - (c) 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 carried out with reasonable despatch and may be carried out wholly or partially upon another site (if the aforesaid regulations so necessitate) subject to the liability of the company under this clause not being thereby increased;
3. if the liability of the company 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 company 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.

**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 company 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 company 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:
  - (a) the Insured fails to intimate to the company within six months of the date of damage or such further time as the company may in writing allow, his intention to replace or reinstate the property;
  - (b) the Insured is unable or unwilling to replace or reinstate the property on the same or another site.

**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 company 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. proviso 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.

**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, 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 company shall not exceed 15% 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.

**Tenants clause**

The company'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 company 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 company.

**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% of the sum or sums insured thereon, subject to the following specific conditions:

1. (a) The Insured shall declare to the company 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 days thereof, otherwise they shall be deemed to have declared the sum insured on such property as the market value thereof.  
(b) 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 company shall not exceed 50% 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 company 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.

**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.

**Escalator clause extension (if stated in schedule to be included)**

During each period of insurance, the sum(s) insured under columns 1 and/or 3 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 company 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.

The additional premium for this extension shall be 50% of the premium produced by applying the percentage specified to the annual premium for the sum insured to which this extension applies.

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

Without diminishing the rights of the company to rely on the provisions of the general conditions in the event of a loss, the company 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 company that to do so will prejudice their interests in which event the company 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 company whether taken possession of by the company or not.

### Average Extension: Day One Basis: Non-Adjustable – applicable to buildings and machinery only

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):

- (ii) architects and other professional fees (as stated herein);
- (iii) 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 company 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 company'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 company 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 company 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% of such sums insured, it being understood that the Insured undertakes to advise the company each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

## BUILDINGS COMBINED (Index Section 2)

### SECTION A – MATERIAL DAMAGE

#### 1. PROPERTY INSURED

On the buildings including landlord's fixtures and fittings therein and thereon, boundary and other walls (except dam walls), gates, posts and fences, roadways and parking areas (except dirt and gravel roadways and parking areas), saunas, swimming pools (including filtration plant), tennis courts, borehole and well point equipment, fire extinguishing equipment, railway sidings, all the property of the Insured.

#### 2. INSURED EVENTS

Loss of or damage to the property Insured by:

- 2.1 Fire, lightning, thunderbolt, subterranean fire, explosion.
- 2.2 Storm, wind, water, hail, or snow excluding damage:
  - (a) by subsidence or landslip;
  - (b) to retaining walls.
- 2.3 Earthquake.
- 2.4 Aircraft and other aerial devices or articles dropped therefrom excluding damage caused by sonic shock waves.
- 2.5 Impact by any vehicle, animal or by falling trees.
- 2.6 Bursting or overflowing of water tanks, apparatus or pipes.
- 2.7 Housebreaking, theft or any attempt thereat is limited to R100 000 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.
- 2.8 Discharge or leakage from fire extinguishing installations.
- 2.9 Breakage or collapse of radio or television aerials or masts.
- 2.10 Accidental damage to water, sewerage, gas, electricity and telephone connections the property of the Insured or for which they are legally responsible between the property insured and the public supply or mains including underground fuel, oil pipes or tanks.
- 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 3.9 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 INSURED EVENTS 2.1 TO 2.11 ABOVE

- 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:
- (i) 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;
  - (ii) overheating implosion cracking fracturing weld failure nipple leakage or other failure. This exception applies only to vessels, pipes, tubes or similar apparatus;
  - (iii) Breakdown electrical/electronic and/or mechanical derangement;
  - (iv) altering, bleaching, cleaning, dyeing, manufacture repair restoring servicing, renovating testing or any other work, thereon;
  - (v) 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;
  - (vi) denting, chipping, scratching or cracking not affecting the operation of the item;
  - (vii) 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. EXTENSIONS

### 4.1 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 wilful or wanton act of any person committed with the intention of causing such loss or damage other than loss or damage to:

- 4.1.1 moveable property which is
- (i) stolen;
  - (ii) damage in an attempt to remove it or part of it from any premises owned or occupied by the Insured;
- 4.1.2 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;
- 4.1.3 immovable property owned or occupied by the Insured occasioned by or through or in consequence of:
- (i) the removal or partial removal or any attempt thereof;
  - (ii) the demolition or partial demolition or any attempt thereof of the said immovable property or any part thereof with the intention of stealing any part thereof provided that this extension does not cover:
    - (a) loss or damage related to or caused by fire or explosion;
    - (b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
    - (c) loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process of operation;

- (d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- (e) loss or damage related to or caused by any occurrence referred to in General Exceptions 1.1 to 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 Company alleges that by reason of proviso (a), (b), (c), (d) or (e) loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

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

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

#### **4.2 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 on any one claim.

#### **4.3 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 Insured Events 2.1 to 2.11 as to be rendered uninhabitable and until relet but in no case exceeding a period of twelve months from the date the property becomes inhabitable not for an amount exceeding 25% 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.

#### **4.4 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% of the sum insured on the property or R500 whichever is the greater.

This extension does not cover:

- 4.4.1 damage to drains, watercourses, boundary walls, garden walls, retaining walls, gates, posts, or fences unless specifically insured;
- 4.4.2 damage caused by or attributable to:
  - (a) faulty design or construction of or the removal or weakening of support to any building situated at the insured premises;
  - (b) workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises;
  - (c) excavation on/or under land other than excavation in the course of mining operations.
- 4.4.3 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 Company alleges that by reason of the provisions of these exceptions any damage is not covered by this insurance the burden of proving the contrary shall be upon the Insured.



#### 4.5 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:

- 4.5.1 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;
- 4.5.2 on the happening of a loss by an Insured 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, Quantity Surveyors And Consulting Engineers Fees Clause

Architects, Quantity Surveyors and Consulting Engineers Fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily and actually incurred in the reinstatement of the Property Insured following destruction or damage by any peril insured but not exceeding the maximum fee prescribed by the professional body concerned and in respect of such destruction or damage fees shall not exceed in the aggregate the Sum Insured in respect of the Property Insured under this Section.

The amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the Insured's claim.

#### 2. Capital Additions Clause

Alterations and additions and improvements (but not appreciation) in excess of the Sum Insured up to an amount not exceeding 15% of the Sum Insured under the appropriate item it being understood that the Insured undertakes to advise the Insurer at the end of each quarter of such alterations additions and improvements and to pay the appropriate additional premium thereon.

#### 3. 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 in the aggregate the Sum Insured.

#### 4. 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.

#### 5. Fire Brigade Charges Clause

In the event of Local Authorities being empowered to charge the costs of fire extinguishing and/or water or material used for such purposes to the Insured following fire damage to the Property Insured the Insurer will indemnify the Insured against the cost thereof.

#### 6. Mortgagee Clause

6.1 The interest of the mortgagee(s) in this insurance shall not be prejudiced by:

- (i) any act or neglect of the owner of the insured property or anyone acting on his or her behalf; or
- (ii) 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
- (iii) the alienation of the property; or
- (iv) 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);

- 6.2 the mortgagee(s) shall notify the company 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);
- 6.3 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 company 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.

#### **7. 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.

#### **8. 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.

#### **9. 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:

- 9.1 The amount recoverable under this clause shall not include
  - 9.1.1 The cost incurred in complying with any of the aforesaid regulations:
    - (a) in respect of destruction or damage occurring prior to the granting of this clause;
    - (b) in respect of destruction or damage not insured by this Policy;
    - (c) Under which notice has been served upon the Insured prior to the happening of the destruction or damage;
    - (d) 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.
  - 9.1.2 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.
  - 9.1.3 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.
- 9.2 The work of rebuilding or repair must be commenced and carried out with reasonable dispatch and may be carried out 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.
- 9.3 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.
- 9.4 The total amount recoverable under any item of the Schedule shall not exceed the Sum Insured thereby.
- 9.5 All the exceptions and conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

**10. 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.

**11. 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 insofar as the same may be varied hereby.

**Special Provisions**

- 11.1 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 beyond the amount which would have been payable under this insurance if this extension had not been incorporated herein shall be made.
- 11.2 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.
- 11.3 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.
- 11.4 This memorandum shall be without force or effect if:
  - a) the Insured fails to intimate to the Insurer within six months from the date of destruction or damage or such further time as the Insurer may in writing allow, his intention to replace or reinstate the property destroyed or damaged;
  - b) the Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

**12. 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, 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.

**13. 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.

**14. 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).

## 15. 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.

## 16. Waiver Of Rights Clause

16.1 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.

16.2 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:

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

16.3 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:

16.3.1 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.

## 17. Damage to Landscaped Gardens

The company will indemnify the insured for the replacement of landscaped trees, plants or shrubs on the 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 R5 000 per event.

## 18. Leakage

Damage caused by discharge or leakage from fire extinguishing installations/appliances.

## 19. Locks and Keys

The company will indemnify the insured for the cost of replacing locks, keys and access devices of the insured premises following a loss for which the company has admitted liability under insured events 2.6 limited to R5 000 per event.

## 20. Maintenance and Cleaning Equipment

This policy is extended to include cover as defined in insured events 2 to 2.1 of Section A, in respect of equipment owned by the insured for maintaining and cleaning the premises, limited to the amount specified in the schedule.

## 21. Removal of Trees

The company will indemnify the insured for the cost of removing trees when they have fallen upon and caused damage to the insured property, limited to R5 000 per event.

## 22. 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 amount stated in the schedule. If any building or part of the building insured becomes unoccupied for 30 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 company to continue this peril. During the period of the initial un-occupancy of 30 consecutive days the insured shall become a co-insurer with the company and shall bear a rateable proportion of any damage equal to 20% of the claim before deduction of any first amount payable.

## SECTION B – LOSS OF GROSS RENTALS (IF STATED IN THE SCHEDULE TO BE INCLUDED)

Section 4.3 Loss of Rent under the Material Damage Section is cancelled and replaced by the following:

### 1. GROSS RENTALS

The insurance under this section is limited to:

- (a) Loss of Gross Rentals; and
- (b) Increase in Cost of Working;

and the amount payable as indemnity thereunder shall be:

- (a) In respect of Loss of Gross Rentals (limited to the amount stated in the schedule)

The amount by which the Gross Rentals during the indemnity period shall in consequence of the damage, fall short of the Standard Gross Rentals.

- (b) 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 reduction in 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 the 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 twelve months or less or the appropriate multiple of the Annual Gross Rentals, where the maximum indemnity period exceeds 12 months.

### 2. DEFINITIONS

#### 2.1 Insured Events

Loss of Gross Rentals as a result of the Property Insured or any part thereof being so damaged by an Insured Event under the Material Damage Section of this Policy as defined under Insured Events 2.1 to 2.11 or of the standard Malicious Damage Extension notwithstanding a proviso which may operate to excluded losses below a specific amount under that Section.

#### 2.2 Gross Rentals

The money paid or payable to the Insured by Tenants in respect of Rental and/or assessed Rental Value of the portion of whole of the Property Insured and for services rendered.

#### 2.3 Indemnity Period

The period beginning with the occurrence of the damage and ending not later than the number of months as set out in the Schedule thereafter during which the results of the business shall be affected in consequence of the damage.

#### 2.4 Standard Gross Rental

Gross Rental during that period in the twelve months immediately before the date of the damage which corresponds with the indemnity period to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special 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.

#### 2.5 Annual Gross Rental

Gross Rental during the twelve months 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 in or special 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.

### Memorandum 1

If during the indemnity period the business shall be conducted elsewhere than at the Premises the Gross Rentals derived from such other premises shall be brought into account in arriving at the Gross Rentals during the indemnity period.

## 3. EXTENSIONS

### 3.1 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 certificate shall be prima facie evidence of the particulars and details to which it relates.

### 3.2 Prevention of Access Clause

Loss of Rental as defined resulting from interruption of or interference with the business in consequence of damage (as defined under Insured Event) to property within a 10km radius of the Property Insured which shall prevent or hinder the use of or access thereto, whether the premises or property of the Insured shall be damaged or not, shall be deemed to be a loss resulting from damage to the property of the Insured as defined in the Schedule.

### 3.3 Public Utilities Clause

Loss of Rental as defined resulting from interruption of or interference with the business in consequence of damage (as defined under Insured Events) to electricity stations and sub-stations, gasworks and water works (including the distribution network of any of these) of the Public Supply Authority which supplies electricity, gas or water to the property. For purposes of this Clause the word damage means failure of the supply of electricity, gas or water at the terminal point of the public supply authority's feed to the property not caused by:

- 3.3.1 any event described in General Exceptions 1.1.1 to 1.1.7;
- 3.3.2 the deliberate act of the Insured or the Public Supply Authority;
- 3.3.3 the exercise by the Public Authority of its power to withhold or restrict supply unless such withholding or restriction is directly attributable to damage to property of such authority;
- 3.3.4 drought or shortage of fuel or water;
- 3.3.5 pollution of water;
- 3.3.6 a fault on any part of the installation belonging to the premises,

provided that the Insurer will not be liable for loss during the first 24 hours of the indemnity period if failure of the supply is caused by electrical/electronic or mechanical breakdown.

## SECTION C – PROPERTY OWNERS LIABILITY

### 1. INSURED EVENTS

All damages which the Insured shall become legally liable to pay as Owner but not Occupier of the Property Insured consequent upon accidental death of or bodily injury to or illness of any person or accidental loss of or physical damage to tangible property occurring during the period of insurance within or about the Property Insured, provided that:

- 1.1 The amount payable, inclusive of any legal cost 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.
- 1.2 The indemnity by this section shall not apply to:
  - 1.2.1 death or bodily injury, illness or damage to property arising out of or incidental to:
    - 1.2.1.1 the Insured's profession or business (except as owner of the insured property);



- 1.2.1.2 the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle (other than pedal cycles or lawn mowers);
- 1.2.1.3 vibration or the removal or weakening of support;
- 1.2.1.4 the carrying out of structural alterations or additions.
- 1.2.2 liability arising out of any contract of indemnity or agreement which imposes upon the Insured liability which the Insured would not otherwise have been under.

## 2. SPECIFIC EXCEPTIONS

- 2.1 Liability consequent upon accidental death of or bodily injury to or illness of any person employed by the Insured under a contract of service or apprenticeship and arising from and in the course of such employment by the Insured and members of the same household as the insured.
- 2.2 Liability arising out of accidental loss of or damage to property belonging to or in the custody or control of the Insured.  
  
Liability in respect of death bodily injury loss of or damage to or loss of use of property directly or indirectly caused by seepage pollution or contamination, provided always that this exception shall not apply to liability in respect of death bodily injury illness or loss of or physical damage to tangible property or loss of use of such property where such seepage pollution or contamination is caused by a sudden unintended and unforeseen happening during the period of insurance.
- 2.3 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 happening during the period of insurance. 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.
- 2.4 Fines penalties punitive exemplary or vindictive damages.
- 2.5 Compensation for 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 Swaziland.
- 2.6 Costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the area described in 2.6 above.
- 2.7 Liability caused by or through or connections with:
  - 2.7.1 the refuelling of aircraft;
  - 2.7.2 the ownership, possession, maintenance operation or use of the aircraft or airline;
  - 2.7.3 the ownership, hire or lease of any airport or airstrip.

## 3. EXTENSIONS

### 3.1 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 each 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.

### 3.2 Legal Defence Costs

The Insurer will indemnify any employees or partner of or director of the Insured against costs and expenses not exceeding the amount stated in the Schedule incurred by such employee or director with the consent of the Insurer in the defence of any criminal action brought against such person in the course of his occupation with the Insured arising from an alleged contravention of the statutes as herein defined during the period of insurance, provided always that the liability of the Insurer shall be limited to R10 000 in respect of any one claim and provided further that:

- 3.2.1 In the case of an appeal, the Insurer shall not indemnify such person unless a senior counsel approved by the Insurer shall advise that such appeal should in his opinion succeed.



- 3.2.2 The Insurer shall not indemnify such person in respect of any fine or penalty imposed by any magistrate or judge nor a loss consequent thereon.
- 3.2.3 Such person shall as though he were insured observe fulfil and be subject to the terms, exceptions and conditions of this Policy and this Section thereof insofar as they can apply.

#### **The Statutes**

The Machinery and Occupational Safety Act Number 6 of 1983 (as amended);

The Mines and Works Act Number 27 of 1956 (as amended);

The Electricity Act Number 40 of 1958 (as amended); and/or any other Ordinance pertaining to the supply of Electricity;

all as read in conjunction with the Criminal Procedures Act Number 51 of 1997 (as amended).

### **3.3 Wrongful Arrest and Defamation**

The defined events are extended to include damages :

- 3.3.1 Resulting from wrongful arrest (including assault in connection with such wrongful arrest)
- 3.3.2 In respect of defamation,

provided always that the liability of the Insurer under each of 3.3.1 and 3.3.2 shall be limited to R10 000 in respect of any one occurrence and R50 000 in respect of any one period of insurance.

## **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. INSURED 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 for any one event.
- 4.3 Window displays R5 000 for any one event.
- 4.4 Boarding-up R5 000 for any one event.

### **5. EXTENSIONS**

- 5.1 Riot and Strike Extension (only applicable where insured is a tenant & not as owner)

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, riot , strike 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:

- (a) Loss or damage occurring in the Republic of South Africa & Namibia.
- (b) Consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
- (c) Loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.
- (d) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- (e) Loss or damage related to or caused by any occurrence referred to in General Exception 1(a) (ii), (iii), (iv), (v) or (vi) of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Insurer alleges that by reason of provisos (a), (b), (c), (d) or (e) loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

## **6. SPECIAL EXCEPTION**

The Insurer will not be liable for:

### **6.1 Work on Frames**

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

### **6.2 Defective Glass**

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

### **6.3 Fire, Flood, etc.**

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

## OFFICE CONTENTS (Index Section 3)

### 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 R5 000 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

Electronic data processing equipment is limited to computers and all related hardware, peripherals and computer software and the information or data stored therein or thereon.

### SUB-SECTION A – CONTENTS

1. Fire, lightning, thunderbolt, subterranean fire, explosion.
2. Storm, wind, water, hail or snow excluding loss of or damage to property arising from its undergoing any process necessarily involving the use or application of water.
3. Earthquake but excluding loss of or damage to property in the underground workings of any mine.
4. Aircraft and other aerial devices or articles dropped therefrom.
5. Impact by 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. Accidental breakage of mirror glass, plate glass tops to furniture or fixed glass forming part of any article of furniture.

### LIMITATIONS CLAUSE

The company'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 company 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:

- (a) property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi;
- (b) 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 accessories therefore, money, securities, stamps, jewellery or precious stones.

**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% 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:

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, cheques, 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 and computer software and computer data carrying media unless otherwise stated in the schedule.

**LIMITATIONS CLAUSE**

The company’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:

- (a) loss or damage caused by:
  - (i) electric or electronic or magnetic injury, disturbance or erasure of electronic or magnetic recordings except by lightning;
  - (ii) vermin or inherent defect or by processing, copying or other work upon the documents;
  - (iii) 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;
- (b) gradual deterioration or wear and tear;
- (c) 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 company 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 company under sub-sections A or C.

The indemnity under this sub-section shall not exceed 25% 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 company 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 15% of the sum insured thereon, it being understood that the Insured undertakes to advise the company each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

### **Fire extinguishing charges clause**

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 company may be liable in terms of this section, provided the Insured is legally liable for such costs and the insured property was in danger from the fire.

### **Locks and keys clause**

In addition to the limit of indemnity stated in the schedule, the company will indemnify the Insured in respect of the cost of replacing locks and keys to any insured office premises following upon the disappearance of any key to such premises or following upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key provided that:

- (i) the company's liability shall not exceed R5 000 in respect of any one event;
- (ii) the company shall not be liable for the first R200 of each and every event.

### **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, 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:

- (i) the Insured shall, within a reasonable time of taking occupation, advise the company thereof and pay additional premium calculated pro rata from the time of taking occupation until the end of the then current period of insurance;
- (ii) 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 company for such loss or damage and costs and expenses shall not exceed in the aggregate the sum expressed in the schedule to be insured on the property affected.

The company 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.

**Temporary removal clause**

Except in respect of the personal property of any partner, director or employee of the Insured, loss of or damage to the insured property by any peril hereby insured against while such property is temporarily contained in any building in the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi shall be deemed to be loss or damage happening while such property is contained in the office premises.

**Temporary repairs and measures after loss clause**

The insurance under this section is extended to include all reasonable 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 company for such loss or damage and costs and expenses shall not exceed in the aggregate the sum expressed in the schedule to be insured on the property affected.

**Tenants clause**

The company'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 company 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 company.

**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.

**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 wilful or wanton act of any person committed with the intention of causing such damage, other than damage to:

1. movable property which is:
  - (a) stolen;
  - (b) damaged in an attempt to remove it or part of it from any premises owned or occupied by the Insured;
2. movable 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:
  - (a) the removal or partial removal or any attempt thereof of;
  - (b) 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:

- (a) damage related to or caused by fire or explosion;
- (b) consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured;
- (c) damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
- (d) damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- (e) damage related to or caused by any occurrence referred to in general exception 1 (A) (i), (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the company alleges that, by reason of proviso (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the Insured.

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

During the period of the initial unoccupancy of 30 consecutive days, the Insured shall become a co-insurer with the company and shall bear a proportion of any damage equal to 20% 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, sub-sections A, B and C of this section are extended to cover loss or damage directly occasioned by or through or in consequence of:

- (i) civil commotion, labour disturbances, riot, strike or lockout;
- (ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (i) above;

provided that this extension does not cover:

- (a) loss or damage occurring in the Republic of South Africa and Namibia;
- (b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- (c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- (d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- (e) loss or damage related to or caused by any occurrence referred to in general exception 1 (A) (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the company alleges that, by reason of proviso (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the Insured.



**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:

7. 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:
  - (i) the company will not be liable under this extension for theft or attempted theft by any principal, partner, director or employee of the Insured;
  - (ii) the amount payable will be reduced by the first amount payable shown in the schedule for this extension;
  - (iii) 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:

7. Theft or any attempt thereat other than by any principal, partner, director or employee of the Insured provided that:
  - (i) the amount payable will be reduced by the first amount payable shown in the schedule for this extension;
  - (ii) the maximum amount payable will not exceed the sum insured shown in the schedule for this extension less its first amount payable.

**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 (Index Section 4)

### 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:

- (i) the fire section of this policy;
- (ii) the buildings combined section of this policy;
- (iii) the office contents section of this policy;
- (iv) 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 company 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 carried on by a liquidator or judicial manager or is permanently discontinued, except with the written agreement of the company.
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 days after the expiry of the indemnity period, or within such further time as the company may in writing allow, at their own expense deliver to the company 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 company forthwith.

### ITEM 1 – GROSS PROFIT (DIFFERENCE BASIS)

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

- (a) reduction in turnover, and
- (b) increase in cost of working,

and the amount payable as indemnity hereunder shall be:

- (a) 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;
- (b) 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 months or less, or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 months.

**ITEM 1 – GROSS PROFIT (ADDITIONS BASIS)**

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

- (a) reduction in turnover, and
- (b) increase in cost of working,

and the amount payable as indemnity hereunder shall be:

- (a) 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;
- (b) 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 months or less, or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 months.

**MEMO**

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:

- (a) loss of gross rentals, and
- (b) increase in cost of working,

and the amount payable as indemnity hereunder shall be:

- (a) in respect of loss of gross rentals the amount by which the gross rentals during the indemnity period shall in consequence of the Damage fall short of the standard gross rentals;
- (b) 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 months or less, or the appropriate multiple of the annual gross rentals where the maximum indemnity period exceeds 12 months.

**ITEM 3 – REVENUE**

The insurance under this item is limited to:

- (a) loss of revenue, and
- (b) increase in cost of working,

and the amount payable as indemnity hereunder shall be:

- (a) 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;

- (b) 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 months or less, or the appropriate multiple of the annual revenue where the maximum indemnity period exceeds 12 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 company 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:

- (1) the sum of the turnover and the amount of the closing stock shall exceed;
- (2) 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

#### Standard revenue

**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

#### Annual revenue

**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.

## MEMO

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 company 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), the amount payable shall be proportionately reduced.

**Deposit premium clause**

In consideration of the premium by items 1, 2 or 3 being provisional in that it is calculated on 75% 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% of the sum insured thereon, a pro rata return or additional premium not exceeding 33⅓ % 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.

**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:

- (a) only the meaning of output or the meaning of turnover shall be operative in connection with any one event resulting in interruption:
- (b) if the meaning of output be used:
  - (i) the accumulated stocks clause shall be inoperative;
  - (ii) the memo 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:

- (a) 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.

**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.

**(a) Specified suppliers/sub-contractors (if stated in the schedule to be included)**

The premises of the suppliers and sub-contractors specified in the schedule subject to stated limits.

**(b) Unspecified suppliers (if stated in the schedule to be included)**

The premises of any other of the Insured's 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 subject to the limit stated in the schedule.

**(c) 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.

**(d) Contract sites**

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

**(e) Prevention of access**

Property within a 10km 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.

**(f) Prevention of access – extended cover (if stated in the schedule to be included)**

Property within a 10km radius of the 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.

**(g) 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 company as soon as reasonably practicable and to adjustment of the premium if necessary.

**(h) Customers (if stated in the schedule to be included)**

The premises of the customers specified in the schedule subject to stated limits.

**(i) 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.

**(j) Public telecommunications - insured perils only (if stated in the schedule to be included)**

- (i) Property at the premises of any public authority which is empowered by law to supply a telecommunications facility to the Insured;
- (ii) the transmission facilities network of the public authority mentioned in (i).

**Public telecommunications – extended cover (if stated in the schedule to be included)**

Loss as insured resulting from interruption of or interference with the business in consequence of the failure of the public telecommunication facilities to the premises of the Insured shall be deemed to have resulted from Damage (as defined herein) provided this extension does not cover loss resulting from damage directly or indirectly caused by:

- (i) drought;
- (ii) a fault on any part of the premises belonging to the Insured;
- (iii) a decision by any authority to legally withhold the telecommunication facility from the Insured unless such decision is directly attributable to Damage to property of such authority;
- (iv) any event described in general exception 1 and 2, but cover provided under the Malicious damage,

extension in the underlying policy is not excluded. If the failure of the facility is due to its mechanical or electrical or electronic breakdown, there shall be no liability under this extension unless the interruption or interference with the business of the Insured extends beyond 24 hours.



**Public utilities – extended cover (if stated in the schedule to be included)**

Loss as insured resulting from interruption of or interference with the business in consequence of total or partial failure of the public supply of water, gas or electricity to the premises of the Insured shall be deemed to have resulted from Damage (as defined herein) provided that this extension does not cover loss resulting from damage directly or indirectly caused by:

- (i) drought;
- (ii) pollution of water;
- (iii) shortage of fuel or water;
- (iv) a fault on any part of the installation belonging to the premises;
- (v) the exercise of an authority empowered by law to supply water, gas or electricity of its power to withhold or restrict supply unless such withholding or restriction is directly attributable to Damage to property of such authority;
- (vi) any event described in General exception 1 and 2, but cover provided by the Malicious damage extension in the underlying material damage section of this policy is not excluded.

In respect of interruption of or interference with the business arising from mechanical or electrical or electronic breakdown, there shall be no liability under this extension for interruption of or interference with the business unless such interruption or interference extends beyond 24 hours from commencement thereof.

**The geographical limits of**

(b), (c), (d), (e), (f), (h), (i) and (j) of the extensions to other premises and the extended covers for public telecommunications and public utilities are confined to the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi.

(g) of the extensions to other premises is confined to the Republic of South Africa and Namibia.

**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:

- (a) 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;
- (b) the company 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.”

## ACCOUNTS RECEIVABLE (Index Section 5)

### 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 company 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 company in writing of such removal within 30 days thereafter.

The company 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.

### SPECIFIC EXCEPTIONS

The company will not pay for:

- (a) loss resulting from loss or damage to the books of account or other business books or records caused by:
  - (i) wear and tear or gradual deterioration or moths or vermin;
  - (ii) detention, seizure or confiscation by any lawfully constituted authority;
  - (iii) 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 of each and every loss;
- (b) loss caused by fraud or dishonesty of any principal, director, partner or employee of the Insured.

### 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:

- (i) the difference between:
  - (a) the outstanding debit balances;
  - and
  - (b) the total of the amounts received or traced in respect thereof;
  - plus
- (ii) 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.

### DEFINITIONS

#### Outstanding debit balances

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

- (a) bad debts;
- (b) 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
- (c) 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.

## CLAUSES AND MEMORANDA

### Declarations

The Insured shall, within 60 days of the end of each month or other agreed period, deposit with the company 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.

### Adjustment

In consideration of the premium under this section being provisional in that it is calculated on 75% 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 33,3% 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.

### 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:

- (i) civil commotion, labour disturbances, riot, strike or lockout;
- (ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (i) above;  
provided that this extension does not cover:
  - (a) loss or damage occurring in the Republic of South Africa and Namibia;
  - (b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
  - (c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
  - (d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
  - (e) loss or damage related to or caused by any occurrence referred to in general exception 1 (A) (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the company alleges that, by reason of provisos (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the Insured.

### 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 company 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.

### Duplicate records (if stated in the schedule to be included)

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 (if stated in the schedule to be included)

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.

### Transit extension (if stated in the schedule to be included)

The insurance under this section includes loss as defined to the Insured's books of account or other business books or records whilst in transit to or from the premises or residence of any director, partner, employee or accountant of the Insured.

## THEFT (Index Section 6)

### 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.

### EXTENSIONS

1. The insurance under this section extends to cover loss of or damage to the property insured:
  - (a) caused or accompanied by:
    - (i) a thief or thieves being concealed on the insured premises before close of business;
    - (ii) 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 company that such a skeleton key or device was used;
  - (b) whilst in a building at any additional premises used by the Insured provided that:
    - (i) such additional premises are advised to the company within 30 days from the time the risk attaches to the company;
    - (ii) an additional premium, if any, is paid;
    - (iii) the company's liability in respect of this extension shall not exceed 50% of the highest amount stated in the schedule applicable to any one premises.
2. In addition to the limit of indemnity stated in the schedule:
  - (a) the insurance under this section includes:
    - (i) damage to the buildings (including landlord's fixtures and fittings) at the insured premises in the course of theft or any attempt thereat;
    - (ii) loss of buildings, landlord's fixtures and fittings at the insured premises 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;
  - (b) the company will reimburse the Insured all reasonable costs and expenses in effecting such temporary repairs and in taking such temporary measures as may be reasonably necessary after loss or damage giving rise to a claim under this section, provided that the company's liability shall not exceed the greater of R10 000 and the amount stated in the schedule in respect of any one event.
3. In addition to the limit of indemnity stated in the schedule the company will indemnify the Insured in respect of the cost of replacing locks and keys to any insured premises following upon the disappearance of any key to such premises or following upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key provided that:
  - (a) the company's liability shall not exceed R2 000 in respect of any one event;
  - (b) the company shall not be liable for the first R200 of each and every event.
4. The term all contents includes personal effects, tools and pedal cycles which are the property of the Insured or any principal, partner, director or employee of the Insured in so far as such property is not otherwise insured up to an amount of R5 000 in the case of any one person.

## **LIMITATIONS**

The company'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.

## **SPECIFIC EXCEPTIONS**

The company 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 company.

## MONEY (Index Section 7)

### DEFINED EVENTS

Loss of or damage to money (as defined) occurring in the Republic of South Africa, Namibia, Lesotho, Botswana, Swaziland, Zimbabwe and Malawi except if otherwise specified provided that the liability of the company 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

#### 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, the property of the Insured or for which they are responsible.

#### Receptacle

Shall mean any safe, strongroom, strongbox, till, cash register, cash box or other receptacle for money or any franking machine.

#### 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.

### EXTENSIONS

#### 1. Receptacles and clothing

In addition to any payment in respect of a defined event, the company will indemnify the Insured in respect of receptacles and clothing (as defined) lost or damaged as a result of theft of money or attempted theft of money, provided that the company's liability under this extension in respect of clothing shall not exceed R5 000, and in respect of receptacles, the amount stated in the schedule or R5 000 whichever is the greater.

#### 2. Locks and keys

In addition to any payment in respect of a defined event, the company will indemnify the Insured in respect of the cost of replacing locks and keys to any receptacle at the insured premises following upon the disappearance of any key to such receptacle or following upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key provided that the company's liability shall not exceed R5 000 in respect of any one event.

#### 3. 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:

- (i) civil commotion, labour disturbances, riot, strike or lockout;
- (ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with, any occurrence referred to in (i) above;

provided that this extension does not cover:

- (a) loss or damage occurring in the Republic of South Africa and Namibia;
- (b) consequential or indirect loss or damage of any kind or description whatsoever;
- (c) loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
- (d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- (e) loss or damage related to or caused by any occurrence referred to in general exception 1 (A),(ii),(iii),(iv),(v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with such occurrence.

If the company alleges that, by reason of provisos (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the Insured.

#### 4. 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 company that a skeleton key or device was used.

#### 5. Personal accident (assault) extension (if stated 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 thereat, 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 company 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 calendar months in:

1. death the **capital sum**
2. permanent disability as follows **the percentage of the capital sum specified**

##### Percentage of capital sum

|     |   |     |
|-----|---|-----|
| (a) | loss by physical separation at or above the wrist or ankle of one or more limbs _____   | 100 |
| (b) | permanent and total loss of:  |     |
|     | whole eye _____   | 100 |
|     | sight of eye _____  | 100 |
|     | sight of eye except perception of light _____   | 75  |
| (c) | permanent and total loss of hearing:  |     |
|     | both ears _____   | 100 |
|     | one ear _____   | 25  |
| (d) | permanent and total loss of speech _____  | 100 |
| (e) | injuries resulting in permanent total disability from following usual occupation or any other occupation for which such person is fitted by knowledge or training _____ | 100 |
| (f) | loss of four fingers _____  | 70  |
| (g) | loss of thumb:  |     |
|     | both phalanges _____  | 25  |
|     | one phalanx _____   | 10  |
| (h) | loss of index finger:   |     |
|     | three phalanges _____   | 10  |
|     | two phalanges _____   | 8   |
|     | one phalanx _____   | 4   |
| (i) | loss of middle finger:  |     |
|     | three phalanges _____   | 6   |
|     | two phalanges _____   | 4   |
|     | one phalanx _____   | 2   |
| (j) | loss of ring finger:  |     |
|     | three phalanges _____   | 5   |
|     | two phalanges _____   | 4   |
|     | one phalanx _____   | 2   |
| (k) | loss of little finger:  |     |
|     | three phalanges _____   | 4   |
|     | two phalanges _____   | 3   |
|     | one phalanx _____   | 2   |
| (l) | loss of metacarpals:  |     |
|     | first or second (additional) _____  | 3   |
|     | third, fourth or fifth (additional) _____   | 2   |
| (m) | loss of toes:   |     |
|     | all on one foot _____   | 30  |
|     | great, both phalanges _____   | 5   |
|     | great, one phalanx _____  | 2   |
|     | other than great, if more than one toe lost, each _____   | 2   |



3. In the case of total and absolute incapacity from following usual business or occupation the weekly sum specified in the schedule shall be payable.
4. The reasonable expenses incurred, up to the sum specified in the schedule, 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 months of the defined event.

### MEMORANDA (APPLICABLE TO PERMANENT DISABLEMENT BENEFITS)

- (a) Where the injury is not specified the company will pay such sum as in its opinion is consistent with the above provisions
- (b) Permanent total loss of use of part of the body shall be considered as loss of such part.
- (c) 100% 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:
  - (i) the company 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;
  - (ii) 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 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;
  - (iii) 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;
  - (iv) this extension shall not apply to any such person under 15 or over 70 years of age;
  - (v) 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 company shall not be liable to make any payment unless this proviso is complied with to its satisfaction;
  - (vi) general exception 2 and general conditions 2 and 9 do not apply to this extension;
  - (vii) 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 company 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 company will, for the purpose of the insurance afforded by this extension, presume his death provided that if, after the company 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 company.

### SPECIFIC EXCEPTIONS

The company 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 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:
  - (a) are obtained by violence or threats of violence to any person;
  - (b) 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 company 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 company 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 company 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 5 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.

Specific exceptions (3), (4), (5) and (6) do not apply up to an amount of R3 000 and such losses shall not be reduced by any first amount payable.

## MEMORANDA

1. Loss of or damage to money as insured under this section arising from dishonesty of any principal, partner, director or person in the employ of the Insured (such person), as defined under this section, shall be subject to the following compulsory First Amount Payable Clause.  
  
The amount payable hereunder in respect of an event involving any such person or any number of such persons acting in collusion shall be reduced by:
  - (a) 2% of the applicable limit under defined events plus;
  - (b) a further amount of 10% of the nett amount payable after deduction of the 2% specified in (a) above.
2. The company shall not be liable under this section of the policy in respect of loss or damage arising from any event in respect of which a claim is payable, or would be payable but for any first amount payable or co-insured clause under the fidelity section of the policy or any other fidelity insurance.

## SPECIAL CONDITIONS APPLICABLE TO CHEQUES

### First amount payable applicable to theft of cheques

Any loss or series of losses attributable to one original event which is payable under this section and which results from the theft of any cheque or cheques shall be reduced by a first amount payable of 25% of the loss indemnifiable by this section unless:

1. Cheques drawn by the Insured:
  - (a) the cheque has been drawn and crossed exactly in accordance with the undermentioned "Recommended procedure for drawing and crossing of cheques" or any other superior method approved by the Insurer/s and the printed portion of the cheque (as opposed to the written or typed portion) has been printed by the bank itself or a printer licensed to print cheques by the Automatic Clearing Bureau, or
  - (b) the cheque has been dispatched to the payee by certified post or any post where the security is equal or superior to certified post.

2. Cheques drawn by someone other than the Insured and which were received by the Insured by post or directly by the cashier:
  - (a) such cheque has been crossed and marked “not negotiable” and marked “not transferable” immediately on receipt thereof by the Insured, and
  - (b) the Insured is able to identify the drawer and amount of the cheque from their records.
3. Cheques of which the Insured is the true owner which were drawn by someone other than the Insured and posted to the Insured but not received:
  - (a) the cheque has been drawn and crossed exactly in accordance with the undermentioned “Recommended procedure for drawing and crossing of cheques” or any other superior method approved by the Insurer/s,
  - or
  - (b) the cheque was dispatched to the Insured by certified post or any post where security is equal or superior to certified post,
  - or
  - (c) the invoice of the Insured (to which the payment by cheque relates) contains a message (approved by the Insurer/s) recommending or requiring that the cheque be drawn in accordance with the undermentioned “Recommended procedure for drawing and crossing of cheques”.

## RECOMMENDED PROCEDURE FOR DRAWING AND CROSSING OF CHEQUES AND PRINTING OF BLANK CHEQUES

### A. Drawing and crossing of cheques

One of the safest methods of drawing and crossing a cheque which is acceptable to banks is as noted hereunder. This recommended method is:

1. Delete the pre-printed words “or bearer”. This limits the possibility of the drawee bank paying out to a bearer who might not be entitled to payment.
2. If instead of “or bearer” your cheque has pre-printed on it “or order” these words must also be deleted.
3. Write on the face of the cheque the words “not transferable”.
4. Cross the cheque by drawing two parallel lines across the cheque.
5. Write the words “not negotiable” between the two parallel lines referred to in 4 above.
6. Ensure that the payee is accurately, properly and fully described. For example where the payee is a company, its full name should be used: RH Jones (Pty) Ltd not just RH Jones. Where the bank account number or CC number of the payee is known this should be included after the name of the payee, for example, “RH Jones (Pty) Ltd, Co no: 69/123456” or “RH Jones (Pty) Ltd ABC Bank account no: 123456789”. Whilst highly recommended it is not compulsory to use the bank account number of the payee.
7. In drawing the cheque no spaces should be left which would allow anyone to add extra words or figures.
8. An example of this method of drawing a cheque is attached as Annexure A.
9. On the front of the cheque the wording listed in Annexure B (last page of this section) should be printed. Please ensure that space is left on the rear of the cheque for bank stamps and endorsements.
10. All the markings on a cheque should be legible and clearly visible. Persons drawing cheques should not use abbreviated or different versions of the terminology used in the example. The words “not neg” and a crossing using a rubber stamp containing a rectangle rather than two parallel lines are worthless.

11. The method used to complete cheques should be one which makes an ink impression on the paper, like handwriting, a typewriter or a dot matrix printer. The ribbon used on the printer/typewriter should be of the type which impregnates the paper with ink. Do not use:
- (i) old ribbons;
  - (ii) laser printers which do not make an impression into the paper;
  - (iii) the “reverse printing technique”;
  - (iv) correctable type ribbons.

**B. Printing of blank cheques**

Blank cheques should only be printed by the Bank itself or a printer licensed by the Automatic Clearing Bureau. These printers know the recommended requirements of banks and should only use approved:

- (i) security paper (CBS1 or superior);
- (ii) security designs;
- (iii) special security inks compatible with the security paper/design;
- (iv) methods which make it difficult for anyone to make a supply of blank cheques by photocopying the originals.

**ANNEXURE A – RECOMMENDED CHEQUE**

ABC BANK LIMITED

PAY Dan Smith

AMOUNT One Thousand Rand Only R1000-00

cross out for added protection prohibits transfer of the cheque

1/10/93

Signature

OR ORDER

OR BEARER

**Not transferable**

Not negotiable general crossing requires payments to be made to a bank only.

Draw a line after name, amount in words and amount in figures to prevent inclusion of further detail use full correct name of payee leave no gaps leave no gaps provides additional remedies to the owner of the cheque.

## ANNEXURE B – RECOMMENDED CHEQUE

Warning to be printed on bottom left front of cheque – leave enough space for bank stamps etc.

### WARNING

To person encashing this cheque or receiving it in exchange for any consideration.

Where a cheque has been stolen from or lost by the true owner, you may be liable to reimburse him for his loss if you encash such cheque or receive it in exchange for any consideration.

**NB** This cheque is crossed and marked “not negotiable” and “not transferable”.

## ANNEXURE A - SAIA RECOMMENDED CHEQUE

The diagram illustrates a recommended cheque form with the following fields and annotations:

- ABC BANK LIMITED**: Issued by. Annotation: "provides additional remedies to the owner of the cheque".
- Not negotiable**: Crossing. Annotation: "general crossing requires payments to be made to a bank only".
- Not transferable**: Marking. Annotation: "prohibits transfer of the cheque".
- 07/07/2013**: Date. Annotation: "cross out for added protection".
- PAY Dan Smith**: Payee name. Annotation: "Use full correct name of payee".
- AMOUNT of: Ten Thousand Rand Only**: Amount in words. Annotation: "Leave no gaps".
- R 10000-00**: Amount in figures. Annotation: "Draw a line after name, amount in words and amount in figures to prevent inclusion of further detail".
- OR ORDER / OR BEARER**: Payable to order. Annotation: "Leave no gaps".
- Signature**: Signature line.

## GLASS (Index Section 8)

### DEFINED EVENTS

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

Following loss of or damage to glass the company 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 company shall not exceed:
  - (i) 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;
  - (ii) 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 – in the aggregate the sum of R5 000.

### 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.

#### Definition of glass

Unless specifically agreed, all glass (other than mirrors) insured by this section is presumed to be plain plate/float glass, whether coated with a film or not, or laminated safety glass as prescribed in terms of the National Building Regulations or similar legislation (as amended).

### SPECIFIC EXCEPTIONS

The company 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 company;
4. defacement or damage other than fracture through the entire thickness of the glass or any laminate thereof.

## EXTENSIONS

### 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 company 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.

### 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:

- (i) civil commotion, labour disturbances, riot, strike or lockout;
- (ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (i) above;

provided that this extension does not cover:

- (a) loss or damage occurring in the Republic of South Africa or Namibia;
- (b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- (c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- (d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- (e) loss or damage related to or caused by any occurrence referred to in general exception 1 (A) (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the company alleges that by reason of provisos (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the Insured.

This extension shall only apply to loss or damage for which the Insured is responsible as tenant and not as owner.



## COMMERCIAL CRIME (Fidelity) (Index Section 9)

In consideration of the Insured having paid the premium, and on the basis of the Proposal Form completed by the Insured and any other information supplied by the Insured, The Hollard Insurance Company Limited (herein called the Company) agrees to indemnify the Insured for Loss in respect of the Defined Events set out in this Policy occurring after the Retroactive Date stated in the Schedule and Discovered by the Insured during the Period of Insurance.

### DEFINED EVENTS

**1. Employee Theft**

Loss sustained by the Insured, arising directly from Theft committed by an Employee, whether acting alone or in Collusion with others.

**2. Employee Fraud or Dishonesty**

Loss sustained by the Insured, arising directly from fraud or dishonesty of an Employee with the intent to cause the Insured a Loss, whether acting alone or in Collusion with others.

**3. Third Party Computer Fraud**

Loss sustained by the Insured, arising directly from Computer Fraud committed by a Third Party, with the intent to cause the Insured a Loss.

**Provided that in respect of all of the Defined Events:**

- (a) 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 Company beyond the Sum Insured stated in the Schedule.
- (b) This insurance shall operate on an each and every occurrence basis and the liability of the Company 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.
- (c) If a valid claim under the Policy falls to be dealt with under more than one Defined Event, the Sums Insured shall not be aggregated and the Company shall not be obligated to pay more than the Sum Insured as stated in the Schedule.
- (d) All acts committed by any one person or in which such person is involved or implicated will be considered one occurrence, and also any claim or series of claims arising out of or based upon or attributable to continuous, repeated or related acts shall be considered one occurrence. Each and every occurrence which falls to be dealt with under this insurance shall attract one deductible (First Amount Payable) as stated in the Schedule.

### EXTENSIONS (IF STATED IN THE SCHEDULE TO BE INCLUDED)

**1. 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 Company, in producing and certifying any particulars or details required by the Company in terms of Condition 8 or to substantiate the amount of any claim, provided that:

- (i) notwithstanding anything to the contrary contained in this Policy, the Company'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;
- (ii) the liability of the Company for such costs in respect of any one occurrence shall not exceed the Amount stated in the Schedule.

**2. 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:

- (i) notwithstanding anything to the contrary contained in this Policy, the Company'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;
- (ii) if the amount of the Loss exceeds (or allegedly exceeds) the Sum Insured, then the Company 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.

### **3. 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 Company 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.

### **4. Mergers and Acquisitions**

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

- (i) acquires the majority voting rights or control of another organisation;
- (ii) acquires the assets or business of another organisation;
- (iii) forms a new organisation as a subsidiary of the Insured;
- (iv) 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:

- (a) written notification is provided to the Company by the Insured within ninety calendar days of such event and the Company is afforded an opportunity to consider the acquisition or formation and such additional information as it may request;
- (b) the acquisition or formation does not increase the gross annual turnover and/or the number of employees of the Insured by more than 10%;
- (c) the acquisition or formation does not materially change the business or business activities of the Insured from that declared to the Company;
- (d) 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 Company 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.

### **5. 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 Company that the Loss was in fact due to the Theft, fraud or dishonesty of an Employee acting alone or in Collusion with others.

### **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. Costs of Recovery Extension**

If the Insured shall sustain any Loss to which the Policy applies, which exceeds the Sum Insured, the Company will in addition to the Sum Insured pay to the Insured costs and expenses not exceeding the Amount stated in the Schedule, necessarily incurred with the consent of the Company (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 Company.

## 8. 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 Company shall not exceed the Amount stated in the Schedule.

## 9. 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.

## 10. 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 Company 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.

## 11. No Claims Bonus

It is understood and agreed by the Company that a No Claims Bonus may be offered as a return of Premium subject to no Claims being paid or intimated under the Policy and renewal being offered to and obtained by the Company. This return premium may be offered as a reduction in the renewal premium subject to the Company's agreement. Where for any reason the Company is unable to accept renewal any No Claim Bonus shall be treated as a return premium under the immediate past Period of Insurance.

## 12. 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 Company 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 Company during a 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.

## DEFINITIONS

1. **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.
2. **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.
3. **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:

- (a) 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;
- (b) any director of the Insured whilst performing acts within the scope of the usual duties of any Employee;
- (c) any person while hired or seconded from any other party into the service of the Insured and specifically declared to the Company, 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;

- (d) any external contractor, such as but not limited to security guards, specifically declared to the Company, 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;
- (e) students, volunteers or persons employed by the Insured on youth training or work experience schemes;
- (f) 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 established by the Insured for the benefit of its Employees.

4. **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 responsible.

Provided that Loss shall not include:

- (i) salaries, fees, commissions, bonuses, promotions, profit share, pensions or any other benefits paid or payable by the Insured in the normal course of employment;
- (ii) 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 consequences of a business or trade risk or venture or other speculative enterprise or investment, or the provision or receipt of any surety ship or other security.

5. **Theft** means the dishonest appropriation of money, monetary funds or property with the intention to steal.

6. **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.

7. **Computer Fraud** means the fraudulent 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 responsible, which is initiated or implemented or completed electronically by the use of a computer.

**Computer Fraud is extended to mean:**

**(a) Fraudulent Transfer Instructions**

- (i) 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.
- (ii) 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.

**(b) Electronic Data Loss**

- (i) 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.
- (ii) Electronic data processing media being lost, damaged or destroyed as a direct result of robbery, burglary, theft or malicious act while located as in 7 (b) (i) above.
- (iii) 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.

**(c) Computer Virus**

- (i) 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.
- (ii) 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 7 (c) (i).

Provided that where the Insured is entitled to indemnity in terms of any other policy of insurance covering 7, 7 (a) and/or (b) and/or (c) 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.

**EXCEPTIONS**

The Company 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:
  - (i) 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
  - (ii) 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 programmes or customer information.
8. Loss or damage caused by fire or arising from the malicious, wilful 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 Company 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.

## 11. Civil Commotion and Terrorism Exception

This Policy does not cover loss of or damage directly or indirectly caused by or in any way related to:

- (a) civil commotion labour disturbances riot strike lockout or public disorder or any act or activity which is calculated or directed to bring about any of the above;
- (b) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) or civil war:
  - (i) 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;
  - (ii) insurrection rebellion or revolution;
- (c) any act (whether on behalf of any organisation body or person or group of persons) calculated to:
  - (i) overthrow or influence any State or Government or any provincial local or tribal authority with force or by means of fear terrorism or violence;
  - (ii) bring about loss or damage in order to further any political religious social ideological or similar purpose aim objective or cause or to bring about any social ideological or economic change or in protest against any State Government or any provincial local or tribal authority or for the purpose of inspiring fear in the public or any section thereof;
- (d) any attempt to perform any act referred to in clause c) of this Exception;
- (e) the act of any lawfully established authority in controlling preventing suppressing or in any way dealing with any occurrence referred to in clauses a) b) c) or d) of this Exception.

If the Company alleges that by reason of clauses a) b) c) d) or e) of this Exception loss or damage is not covered by this Policy the burden of proving the contrary shall rest on the Insured.

## 12. Nuclear Exception

This Policy does not cover:

- (a) loss or destruction of or damage to property whatsoever or any loss or expense whatsoever resulting therefrom or any consequential loss;
- (b) 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.

For the purpose of this Exception only 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 damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

## CONDITIONS

### 1. Premium Payment

The Company's agreement to insure and to indemnify the Insured is conditional upon the prior payment of the premium by or on behalf of the Insured and the receipt thereof by or on behalf of the Company.

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

### 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 born in full by the Insured and remain uninsured.

### 3. 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 Company in the Proposal Form completed by the Insured or any other information supplied by the Insured to the Company, but the Insured may:



- (a) change the remuneration and conditions of service of any Employee;
- (b) make any other changes as are approved beforehand in writing by the Insured's auditors.

#### 4. **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 Company 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 Company or to the Insured to the extent of any First Amount Payable by the Insured forming part of such recovery.

#### 5. **Misrepresentation Misdescription and Non-Disclosure**

Material misrepresentation or non-disclosure by or on behalf of the Insured of any material fact or circumstance or alteration in the risk, prior to inception of the Policy, at renewal and/or during the currency of the Policy, shall entitle the Company to reject any claim and/or to render the Policy voidable without prejudice to such other rights as may be available to the Company at law.

#### 6. **Cancellation**

The Policy may be cancelled at any time by the Company giving 30 (thirty) days notice in writing (or such other period as may be mutually agreed) or by the Insured giving immediate notice. On cancellation, 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, provided that there have been no claims under the Policy during the Period of Insurance.

#### 7. **Prevention of Loss**

The Insured shall take all reasonable steps and precautions to prevent Losses and to minimise and mitigate the extent of any Losses.

#### 8. **Claims**

##### (a) **Claims Notification:**

On the discovery of any event which may result in a claim under the Policy the Insured shall at their own expense:

- (i) give notice thereof to the Company as soon as reasonably possible but within a maximum period of 90 (ninety) days and provide particulars of any other insurance covering such events as are hereby insured;
- (ii) as soon as practicable after the event, inform the police of any Loss and take all practicable steps to discover the guilty party and to recover the stolen property and/or money;
- (iii) as soon as practicable after the event, submit to the Company full details in writing of any claim and immediately provide the Company with any summons, notice, writ or other legal process issued against the Insured in connection with the claim;
- (iv) give the Company such proof, information and sworn declarations as the Company may require and render all reasonable assistance to the Company and not, without the prior express written consent of the Company, make any admission, concession, offer, promise, payment or the like in connection with the claim;
- (v) as soon as practicable following notification but in any event no later than 12 (twelve) months following notification (unless the Company agrees otherwise in writing), conclusively establish the amount (quantum) and merits and validity of the Loss for the claim notified to the Company.

##### (b) **Prescription Period:**

In the event of a claim being rejected by the Company for any reason, and legal action not being commenced within 24 (twenty four) months after the date of such rejection, the Insured's claim shall be time-barred and the Company shall be under no obligation to make any payment in respect of the claim and all benefit afforded under the Policy in respect of such claim shall be forfeited.

- (c) If after the payment of a claim in terms of the Policy the property or 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 or subject matter if called upon to do so by the Company, provided that the Insured's reasonable expenses in rendering such assistance shall be reimbursed by the Company.



Should the Insured fail to render assistance in terms of this condition when called upon to do so, the Insured shall immediately become liable to repay to the Company all amounts paid in respect of the claim.

- (d) When amounts recoverable from the Company are delayed pending finalisation of any claim, payments on account may be made to the Insured if required at the discretion of the Company.

## 9. 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:

### (a) Securities

In no event shall the Company 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.

### (b) 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 Company 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.

### (c) 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 Company 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.

### (d) 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 Company's Bank on the date of such settlement.

### (e) Any other Property

The Company 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. Company's Rights After A Loss

- (a) On the happening of any event in respect of which a claim is or may be made under the Policy, the Company and every person authorised by the Company may without thereby incurring any liability and without diminishing the right of the Company to rely upon any conditions of the Policy, take over and prosecute in the name of the Insured for the Company's own benefit any claim for indemnity and shall have full discretion in the conduct of any proceedings and in contesting or settling any such claim.
- (b) The Insured shall, at the expense of the Company, do and permit to be done all such things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights to which the Company shall be or would become subrogated upon indemnification of the Insured, whether such things shall be required before or after such indemnification.
- (c) The Company may, at any time following notification of a claim which falls to be dealt with in terms of this Policy, pay over to the Insured any amount (subject at all times to the Sum Insured, any amounts already paid by the Company during the period of insurance, and the Insured's deductible) for which, in the reasonable opinion of the Company, the claim can be settled. Upon such payment, the Company shall be relieved of any further liability in respect of the claim and the Company shall relinquish the control of such claim to the Insured.

**11. 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 wilful act or connivance of the Insured, the benefit afforded under the Policy in respect of any such claim shall be forfeited.

**12. 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.

**13. The Insurance Contract and Proposal Form**

This Policy together with the Schedule and any endorsements issued by the Company shall constitute the entire insurance contract between the Company 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 Company 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.

**14. 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 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 Company.

**15. 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.

**16. 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 Company in writing.

## GOODS IN TRANSIT (Index Section 10)

### DEFINED EVENTS

Loss of or damage to the whole or part of the property described in the schedule, owned by the Insured or for which they are 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, provided that:

- (i) the Insured shall be responsible for the first amount payable stated in the schedule in respect of each and every defined event except a claim resulting from fire, lightning or explosion;
- (ii) the liability of the company for all loss or damage arising from any one defined event shall not exceed the limit of indemnity stated in the schedule.

### MEMORANDA

1. 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 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.
2. 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.
3. 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.
4. In the event of breakdown of 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.

#### Debris removal extension (if stated in the schedule to be included)

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, subject to a limit of R5 000 or the limit stated in the schedule, whichever is the greater, in respect of any one defined event.

### RESTRICTED COVER

#### Fire, explosion, collision, derailment and overturning limitation (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 company shall not be liable for:

1. loss or damage resulting from or caused by:
  - (a) 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 to or exit from;
  - (b) inherent vice or defect, vermin, insects, damp, mildew or rust;
  - (c) the dishonesty of any principal, partner, director or employee of the Insured whether acting alone or in collusion with others;
  - (d) or arising whilst in transit by sea or inland transit incidental thereto;
  - (e) breakdown of refrigeration equipment;

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:
  - (a) cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind;
  - (b) property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi;
  - (c) 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;
5. consequential loss of any kind, delay, loss of market, depreciation or changes brought about by natural causes.

## SPECIFIC EXTENSIONS

### 1. Fire extinguishing charges extension

If the property described in the schedule is lost or damaged by fire in the course of a transit insured by this section the company will in addition to indemnifying the Insured for such loss or damage pay for the cost of extinguishing or attempting to extinguish such fire provided that the maximum amount payable under this extension shall not exceed the limit of indemnity shown in the schedule opposite this clause plus (if applicable) the increased Fire extinguishing charges extension limit.

### 2. 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:

- (i) civil commotion, labour disturbances, riot, strike or lockout;
- (ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (i) above;

provided that this extension does not cover:

- (a) loss or damage occurring in the Republic of South Africa and Namibia;
- (b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- (c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- (d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- (e) loss or damage related to or caused by any occurrence referred to in general exception 1 (A) (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the company alleges that, by reason of provisos (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the Insured.

## ACCIDENTAL DAMAGE (Index Section 12)

### 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 company shall not be liable for:

- (a) any peril excluded or circumstance precluded from any other insurance available from the company 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;
- (b) 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;
- (c) 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;
- (d) loss of or damage to insured property caused by:
  - (i) 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;
  - (ii) overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure. This exception applies only to vessels, pipes, tubes or similar apparatus;
  - (iii) breakdown, electrical, electronic and/or mechanical derangement;
  - (iv) altering, bleaching, cleaning, dyeing, manufacture, repair, restoring, servicing, renovating, testing or any other work thereon;
  - (v) 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;
  - (vi) denting, chipping, scratching or cracking not affecting the operation of the item;
  - (vii) termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions or the action of light;
- (e) settlement or bedding down, ground heave or cracking of structures or the removal or weakening of support to any insured property;
- (f)
  - (i) loss of or damage to chemicals, oils, liquids, fluids, gases or fumes due to leakage or discharge from its container;
  - (ii) loss or damage resulting from leakage or discharge of chemicals, oils, fluids, gases or fumes;
- (g) failure of and/or the deliberate withholding and/or lack of supplies of water, steam, gas, electricity, fuel or refrigerant;
- (h) 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 responsible other than:

- (a) current coin (including Kruger Rands and similar coins), bank and currency notes, travellers and other cheques, money and postal orders, current unused postage, revenue and holiday pay stamps, credit card vouchers, and other certificates, documents or instruments of a negotiable nature;
- (b) furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art;
- (c) property in transit by air, inland waterway or sea;
- (d) railway locomotives, rolling stock and other railway property, aircraft, watercraft, mechanically or electrically propelled vehicles, motor cycles, mobile plant, caravans and trailers;
- (e) 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;
- (f) electronic data-processing equipment and external data media (punch cards, tape disks and the like) and the information they contain;
- (g) property in the course of construction, erection or dismantling including materials or supplies related thereto;
- (h) property in the possession of customers under lease, rental, credit or suspensive sale agreements;
- (i) glass, china, earthenware, marble and other fragile or brittle objects unless stated in the schedule to be insured.

## 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, 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 or apparatus.

## CLAUSES AND EXTENSIONS

### 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.

### Additional costs clause

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

- (a) any costs incurred, due to the necessity to comply with building or other regulations of any public authority, in repair or reinstatement following an insured event, provided that such costs do not include:
  - (i) anything for which notice had been served on the Insured prior to the insured event;
  - (ii) anything connected with undamaged property or undamaged portions of property;
  - (iii) rates, taxes, duties, development and other charges payable under the said regulations due to capital appreciation of the insured property;
- (b) fees for the examination of municipal or other plans;
- (c) costs incurred in the necessary demolition, removal of debris (including undamaged contents) and the erection and maintenance of hoardings during demolition and rebuilding;
- (d) the professional fees of architects, quantity surveyors and other consultants and the sum insured on all insured property includes;

- (e) charges levied by any authorised fire brigade for their services but the company shall not be liable under (a), (b) or (d) unless the lost or damaged property is replaced or reinstated without undue delay nor under (d) for any expenses in connection with the preparation of the Insured's claim.

Further, the company shall not be liable under (c) for any costs or expenses:

- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site;
- (ii) arising from pollution or contamination of property not insured by this policy/section.

#### **Mortgagees clause**

From the date of notification, the company 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 company as soon as such act or omission comes to his knowledge and agrees to be responsible for any additional premium resulting from the company 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.

#### **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 company is notified as soon as he becomes aware of such act and he pays any additional premium resulting from the company assuming any additional hazard.

### **MEMORANDA**

#### **1. Average (if stated in the schedule to be included)**

If, on the occurrence of an insured event, the value of the insured property is greater than the sum insured thereon the Insured shall be considered his own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

Each item, if more than one, shall be separately subject to this memorandum.

#### **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 an insured 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:

- (a) 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 company 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;
- (b) the company 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;
- (c) 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 an insured 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;



- (d) this memorandum shall not apply if:
  - (i) the Insured fail to intimate to the company within six months of the insured event or such further time as the company may allow in writing their intention to replace or reinstate the lost or damaged insured property;
  - (ii) the Insured are unable or unwilling to replace or reinstate the lost or damaged insured property on the same or another site.

**4. 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 company 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.

## BUSINESS ALL RISKS (Index Section 13)

### 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 provided that the Insured shall be responsible for the first amount payable stated in the schedule in respect of each and every event except a claim resulting from fire, lightning or explosion.

### SPECIFIC EXCEPTIONS

The company shall not be liable for:

1. loss of or damage to property resulting from or caused by:
  - (a) 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;
  - (b) its undergoing a process of cleaning, repair, dyeing, bleaching, alteration or restoration;
  - (c) inherent vice or defect, vermin, insects, damp, mildew or rust;
  - (d) the dishonesty of any principal, partner, director or employee of the Insured whether acting alone or in collusion with others;
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 (if stated in the schedule to be included)

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 EXTENSIONS

#### 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.

**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:

- (i) civil commotion, labour disturbances, riot, strike or lockout;
- (ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (i) above;

provided that this extension does not cover:

- (a) loss or damage occurring in the Republic of South Africa or Namibia;
- (b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- (c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- (d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- (e) loss or damage related to or caused by any occurrence referred to in general exception 1 (A) (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the company alleges that, by reason of provisos (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the Insured.

## COMBINED PUBLIC LIABILITY (Claims Made Basis Only) (Index Section 14)

### INDEMNITY AGREEMENT

The Company 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 Company 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 Company 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 of the Policy forms part of the Hollard Business Policy. To the extent of any inconsistency between the General Exceptions, Conditions and Provisions contained within the Hollard Business Policy and the Specific Exclusions, Exceptions, Conditions and Provisions contained within this Section, the Specific Exclusions, Exceptions, Conditions and Provisions shall prevail. Please examine the cover afforded by this Section of the Policy, together with the Schedule. Please make sure that it is correct and provides the agreed cover. If it is incorrect, please tell us and return it to us immediately.

### DEFENCE COSTS

The Company will, subject to the Deductible, also pay:

- A. All other costs and expenses incurred with the Company'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.
- B. Legal representatives' fees incurred with the Company's prior written consent for representation of the Insured at:
  - (i) any coroner's inquest or fatal accident inquiry in respect of any death; or
  - (ii) 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 Company may agree to pay from time to time, shall not be in addition to the Limit of Indemnity stated in the Schedule. The Company'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:

1. **Insured** shall mean:
  - (a) the first named party stated in The Schedule, hereinafter referred to as the Named Insured;
  - (b) at the request of the Named Insured:
    - (i) any subsidiary company of the Named Insured declared to the Company;
    - (ii) 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;
    - (iii) 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;
    - (iv) any director, partner, or senior official, of the Named Insured, in respect of private manual work carried out by any Employee of the Insured for any such person, with the consent of the Named Insured;

- (v) 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;
  - (c) 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.
- 2. **Business** is as described in the Schedule and shall also include:
  - (a) the ownership, repair, maintenance or use of the Named Insured's premises;
  - (b) the provision and management of canteen, social, sports and welfare organisations for the benefit of the Named Insured's Employees;
  - (c) the provision and management of security, fire, first aid and ambulance services;
  - (d) private manual work, carried out with the consent of the Named Insured, for any director, partner, or senior official of the Insured by any Employee.
- 3. **Bodily Injury** shall mean death, injury, illness, or disease; and injury may also include nervous shock, mental anguish or mental illness.
- 4. **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.
- 5. **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.
- 6. **Employee** shall mean:
  - (a) any person under a contract of employment or apprenticeship with the Named Insured:
    - (i) any labour master or labour only sub-contractor or person supplied by any of them;
    - (ii) any self-employed person;
    - (iii) any person under a contract of employment or apprenticeship with another employer, and who is hired to, or borrowed by, the Insured;
    - (iv) any person participating in any government, or otherwise authorised work experience, training, study, exchange, or similar scheme;
    - (v) any voluntary persons; while engaged in work for the Named Insured in connection with the Business.
- 7. **Product** shall mean any goods (including packaging, containers, labeling, instructions or advice, provided in connection therewith):
  - (a) sold, supplied or distributed by or on behalf of the Named Insured;
  - (b) 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.
- 8. **Pollution Hazard** shall mean:
  - (a) actual, alleged, or threatened:
    - (i) ingestion, inhalation, absorption, release, escape, discharge, dispersal, seepage of, contact with, or exposure to, Pollutants;
    - (ii) subsequent spread, migration, or movement of Pollutants following (i) above;
  - (b) 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.

9. **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.
10. **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.
11. **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.
12. **Limit of Indemnity** shall mean the total liability of the Company 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 Company'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.
13. **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 Company's own salary and other internal costs), before the Company shall be liable to make any payment under this Section of the Policy.
14. **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:
  - (i) the response of a Computer to any date or date change; or
  - (ii) the failure of a Computer to respond to any date or date change; or
  - (iii) 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.
15. **Pure Financial Loss** shall mean any pecuniary or economic loss or expense.
16. **Retroactive Date** shall mean the date stated in the Schedule.

## SUB-SECTION 1 – PUBLIC LIABILITY

This Sub-section shall indemnify the Insured in accordance with the Indemnity Agreement for:

- A. Personal Injury to any person;
- B. Loss of, or damage to, Property;
- C. 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 Company during the Period of Insurance.

### Geographical Limits

Shall mean for the purposes of this Sub-section:

- (a) The Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi or in connection with Offshore work within the Continental Shelf around those countries;
- (b) 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 carried on by the Insured at or from any premises situated in any of the countries specified in (a) above.

The Company'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 Company'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.

### EXCLUSIONS APPLICABLE TO SUB-SECTION 1 ONLY

Notwithstanding anything to the contrary contained within this Policy, the Company 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:
  - (a) Employees' or visitors' personal effects;
  - (b) 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:
  - (a) 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:
    - (i) the loading or unloading of any such vehicle or trailer, arising beyond the limits of any carriageway or thoroughfare;
    - (ii) 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;
  - (b) any aircraft or other aerial device, hovercraft, watercraft, or offshore installation but this exception shall not apply to liability caused by:
    - (i) hand propelled watercraft or sailing craft not exceeding 8 meters in length; or
    - (ii) watercraft not exceeding 25 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 an indemnity under any other policy
3. arising from any Product, other than food or drink provided for consumption on the Insured's premises.

### 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. 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:

- (a) 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 Company;



- (b) for fire or any other peril against which such contract or agreement requires that insurance is effected;
- (c) arising out of breach of any term, condition, or warranty, under any other applicable insurance policy.

## **2. Cross Liability**

If the Insured comprises more than one party, the Company 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 Company 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. 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:

- (a) the Insured notifies the Company in writing with full underwriting information:
  - (i) within 90 days for new acquisitions where annual turnover is not more than 15% of the Insured's last published annual turnover figure and there is no material alteration to the Business or risk;
  - (ii) as soon as practicable for new acquisitions other than as detailed in (i) above;
  - (iii) at the beginning of any new Period of Insurance if this is earlier than (i) or (ii) above;
- (b) turnover for the any new acquisitions shall be declared in accordance with Specific Policy Condition 7 where this Sub-section of the Policy is written on an adjustable basis;
- (c) the Company reserves the right to:
  - (i) 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% of the estimate provided at the beginning of the Period of Insurance; or
  - (ii) 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.

## **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 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 3 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 Company shall not be liable to make any payment except in respect of any amount above the amount payable under such other policy.

## 7. Statutory Legal Defence Costs

The Company 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:

- (a) the prosecution arises out of an Event which is the subject of this Section;
- (b) the Company shall not be liable for fines or penalties of any kind;
- (c) the Insured is not entitled to indemnity under any other policy;
- (d) the proceedings are not consequent upon any deliberate act or omission by:
  - (i) the Insured;
  - (ii) any director or partner of the Insured;
  - (iii) 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.

## SUB-SECTION 2 – PRODUCTS LIABILITY

This Sub-section shall indemnify the Insured in accordance with the Indemnity Agreement for:

- A. Bodily Injury to any person;
- B. Loss of, or damage to, Property;

caused by any Product of the Insured, 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 Company during the Period of Insurance.

## GEOGRAPHICAL LIMITS

Shall mean for the purposes of this Section:

- (a) The Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi or in connection with Offshore work within the Continental Shelf around those countries;
- (b) 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 carried on by the Insured at or from any premises situated in any of the countries specified in (a) above.

The Company's total liability under this Operative Section of this Section of the Policy for all claims arising in any one Period of Insurance, being "in the annual aggregate" as stated in the Schedule, shall be limited to the stated amount irrespective of the number of Events giving rise to such claims.

## EXCLUSIONS APPLICABLE TO SUB-SECTION 2 ONLY

Notwithstanding anything to the contrary contained within this Policy, the Company shall not indemnify the Insured under this Sub-section against liability:

- (a) arising from any Product exported directly or indirectly to the United States of America and/or Canada and/or their respective possessions or protectorates; if such Product has, to the Insured's knowledge, been exported to the United States of America and/or Canada and/or their respective possessions or protectorates by or on behalf of the Insured;
- (b) arising from any Product that is used on, or incorporated into or onto, any aircraft or aerial device, or is used to control the navigation or safety of any aircraft or aerial device;
- (c) arising from the cost of repair, alteration, recall or replacement of any Product or Products, including but by no means limited to, the containers, packaging or labels of the Product.

## EXTENSIONS APPLICABLE TO SUB-SECTION 2 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:

- (a) the Insured notifies the Company in writing with full underwriting information:
  - (i) within 90 days for new acquisitions where annual turnover is not more than 15% of the Insured's last published annual turnover figure and there is no material alteration to the Business or risk;
  - (ii) as soon as practicable for new acquisitions other than as detailed in (i) above;
  - (iii) at the beginning of any new Period of Insurance if this is earlier than (i) or (ii) above;
- (b) turnover for the any new acquisitions shall be declared in accordance with Specific Policy Condition 7 where this Sub-section of the Policy is written on an adjustable basis;
- (c) the Company reserves the right to:
  - (i) 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% of the estimate provided at the beginning of the Period of Insurance; or
  - (ii) 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.

## SPECIFIC POLICY EXCEPTIONS APPLICABLE TO SUB-SECTIONS 1 AND 2

In addition to General Exception 1 (War, riot and terrorism), 2 (Asbestos) and 3 (Nuclear) appearing at Section 1 (General Exceptions, Conditions and Provisions) of this Policy, and notwithstanding anything to the contrary contained within the Policy, the Company shall not be liable to indemnify the Insured under Sub-sections 1 and 2 of this Section of the Policy against any liability.

### 1. 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.

### 2. Pollution

Arising directly or indirectly from any Pollution Hazard arising:

- (a) in the United States of America and/or Canada and/or their respective possessions or protectorates;
- (b) elsewhere in the World, other than in those countries or territories referred to in (a) 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.

### 3. 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:

- (a) arises under any penalty clause or in respect of fines or liquidated damages; or

- (b) arises out of the sole negligence of third parties; or
- (c) attaches by virtue of any waiver of subrogation rights against third parties; or
- (d) 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.

**4. 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.

**5. 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.

**6. 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.

**7. Fines Penalties and Punitive**

For fines, penalties, punitive damages, or exemplary damages.

**8. Advertising**

Arising out of any form of defamation or from malicious falsehood:

- (a) made by, or at the direction of, the Insured, with knowledge of the falsity thereof, or
- (b) related to advertising, publishing, broadcasting, or telecasting activities, conducted by or on behalf of the Insured.

**9. 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 biphenols, or other materials, which the Insured knows, or has reason to suspect, contains lead or formaldehyde or polychlorinated biphenols.

**10. 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.

**11. 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.

**12. Retroactive Date**

Arising out of or relating to any Event which occurs prior to the Retroactive Date.

**13. 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.

**14. 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 Swaziland.

**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

In addition to General Condition 1 (Misrepresentation, misdescription and non-disclosure), 2 (Other Insurance), 3 (Cancellation/Continuation of Cover), 5 (Prevention of loss), 6 (Claims), 7 (Company's rights after an event), 8 (Fraud) and 10 (Breach of Conditions) appearing at Section 1 (General Exceptions, Conditions and Provisions) of this Policy, the following Specific Policy conditions shall apply to Sections 1 and 2 of this Section of the Policy. To the extent of any inconsistency between the General Conditions of this Policy and the Specific Conditions appearing below, the Specific Conditions shall take precedent in respect of this Section of the Policy.

### 1. 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 Company to indemnify the Insured.

### 2. Claims Co-operation

It shall be a condition precedent to liability that in respect of any circumstance notified to the Company or any claim itself, the Insured shall:

- (a) provide the Company with such particulars and information as the Company may require, immediately on request;
- (b) forward to the Company any communication, court process or documentation, or any other documents received relating to such circumstance or claim immediately on receipt;
- (c) give to the Company all information and assistance required as soon as practicable, and, where the Company has conduct of proceedings, within such time limits as are specified by the Company's legal representatives;
- (d) 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 Company.

### 3. Claims Control

The Company 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.

### 4. Deductible

The Deductible shall be subject to the following provisions:

- (a) Where the Company has incurred expenditure in the defence and/or settlement of any claim the Deductible shall be payable in whole or in part:
  - (i) 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
  - (ii) at the settlement or closure of any claim; or
  - (iii) where at its own discretion the Company so requires.
- (b) The Company 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 Company for the payment.
- (c) The terms of this Policy, including without limitation those governing the Company'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.

**5. Discharge of Liability**

The Company 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 Company, 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 Company'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).

**6. Alteration of Risk**

The Insured shall give the Company immediate written notice of any alteration which materially affects the risk insured, and the Company shall not be under any obligation to indemnify the Insured in respect of any claim(s):

- (a) until the Company has agreed in writing to accept the altered risk; and
- (b) the Insured has paid or agreed to pay any additional premium required by the Company.

**7. Adjustments**

Where the premium is calculated on the statements and estimates furnished by the Insured, it is a requirement that the Insured shall:

- (a) keep an accurate record of all relevant particulars and at any reasonable time allow the Company to inspect such record;
- (b) within one month of the expiry of each Period of Insurance furnish to the Company such information as the Company requires for such expired period and the premium for such period shall thereupon be adjusted by the Company and the difference be paid by, or allowed to, the Insured as the case may be subject to any agreed minimum premium.

**8. Law**

This Policy is subject to and shall be interpreted in accordance with the law of the Republic of South Africa.

**9. Amendment**

No amendment to this Policy shall be effective other than by way of a written endorsement issued and signed by the Company to the Policy.

**10. Offset of Premium**

The Company shall be entitled, at its own discretion, to deduct from sums due to be paid in respect of claims admitted by the Company under Sections 1 and 2 of this Section of the Policy, any sums owed to the Company 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 30 days beyond the expiry date of the Period of Insurance in which to notify the Company 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.

**12. Special Extended Reporting Period Option (to 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 30 days of non-renewal of this Section of the Policy, and payment of the additional premium required by the Company within 30 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 Company agrees that notice given within 36 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 (Index Section 15)

### 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.

### THE 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 company'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

Anywhere in the world but not in connection with:

- (i) any business carried on by the Insured at or from premises outside  
or
- (ii) any contract for the performance of work outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi.

### SPECIFIC EXCEPTIONS

This section does not cover:

- (a) 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;
- (b) liability for disease or impairment attributable to a gradually operating cause which does not arise from a sudden and identifiable accident or event;
- (c) fines, penalties, punitive, exemplary or vindictive damages;
- (d)
  - (i) 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 Swaziland;
  - (ii) costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the area described in (d)(i) above;
- (e) any claim arising from an event known to the Insured:
  - (i) which is not reported to the company in terms of General condition 6;
  - (ii) prior to inception of this section;
- (f) any claim (in the event of cancellation or non-renewal of this section) not first made in writing against the Insured within the 48-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 company.



2. In the event of cancellation or non-renewal of the policy:
  - (a) any claim resulting from a reported event, first made in writing against the Insured during the 48 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 months will be extended until the expiry of 12 months after the attainment of majority by the claimant;
  - (b) the Insured may report an event in terms of General condition 6 to the company for up to 15 days after cancellation or non-renewal, provided that:
    - (i) such event occurred during the period of insurance;
    - (ii) 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 month period specified in 2(a) 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:
  - (a) on the date that the event was reported by the Insured in terms of General condition 6  
or
  - (b) 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 company 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 months (hereinafter referred to as extended reporting period), provided that:

- (a) this option may only be exercised in the event of the company cancelling or refusing to renew this section;
- (b) this option must be exercised by the Insured in writing within 30 days of cancellation or non-renewal;
- (c) once exercised, the option cannot be cancelled by either the Insured or the company;
- (d) the Insured has not obtained insurance equal in scope and cover to this section as expiring;
- (e) the company shall only be liable for a defined event which occurred after the retroactive date but prior to date of cancellation or non-renewal;
- (f) 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;
- (g) the total amount payable by the company 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;
- (h) any claim made, following a reported event during the extended reporting period, which is first made against the Insured in writing more than 48 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 months is extended until the expiry of 12 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 company 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:

- (a) 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 company;
- (b) the principal shall, as though he 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;
- (c) the liability of the company 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 (Index Section 16)

### 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 calendar months, in Death, Disability or the incurring of Medical Expenses 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:

**Annual Earnings** means the annual rate of salary or wages and any other allowance of a regular and constant nature paid to the Insured Person at the time of the accident.

**Average Weekly Earnings** shall mean one fifty second part of the annual earnings of the Insured Person. In respect of casual workers with less than 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.

**Accident** means a fortuitous unexpected event occurring at an identifiable place and time.

**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.

**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 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 consecutive months and which, at the expiry of that period, is beyond hope of improvement.

**Permanent Partial Disability** means bodily injury which causes a permanent disability but not causing inability to work.

**Temporary Total Disability** means bodily injury temporarily and totally preventing the Insured Person from engaging in or giving attention to his or her usual occupation.

**Temporary Partial Disability** means bodily injury temporarily preventing the Insured Person from engaging in or giving attention to his or her usual occupation on a 100% full time basis.

**Medical Expenses** means expenses necessarily incurred within 24 months of the date of the accident for medical, surgical, dental, ophthalmic and hospital treatment and emergency travel costs reasonably and necessarily incurred.

### PROVISOS

1. Compensation shall only be payable under one of the items 1 and 2 of the Table of Benefits.
2. Compensation for Temporary Total Disablement and/or Medical Expenses 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 Disability (Partial or Total) shall cease as soon as the Bodily Injury causing the incapacity has healed insofar 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.
4. Any Compensation payable by the Insurers for any period of Temporary Total Disability, Temporary Partial Disability or for the reimbursement of Medical Expenses 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 Medical Expenses.
5. Any compensation payable by the Insurers 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.
6. The combined period for Temporary Total Disability and Temporary Partial Disability benefits shall not exceed in total the number of weeks stated in the schedule in respect of Temporary Total Disability.

7. The compensation for Temporary Partial Disability shall not exceed 40% of the benefit specified in the schedule for temporary Total Disability.
8. Where amounts recoverable from the Insurers are delayed pending finalisation of any claim, payments on account can be made to the Insured, at the Insurers' discretion, on receipt by the Insurer of certification by a medical doctor appointed by the Insurers.
9. Upon payment of a claim under Items 1 to 2.4 (other than 2.2.1) or of 100% under Item 3 of the Schedule of Permanent Disability this policy shall be terminated in respect of the Insured Person for whom such payment is made.

## SCHEDULE OF PERMANENT DISABILITY

The following percentages shall be payable in the event of Bodily Injury resulting in:

|       |  |  |
|-------|--|--|
| 1.    | Permanent Total Disability                         | 100%   |
| 2.    | Permanent and total loss of:                       |  |
| 2.1   | speech   | 100%   |
| 2.2   | hearing in:  |  |
| 2.2.1 | both ears  | 100%   |
| 2.2.2 | one ear  | 25%  |
| 2.3   | one or more limbs at or above the wrist or ankle   | 100%   |
| 2.4   | sight in one or both eyes                          | 100%   |
| 2.5   | four fingers of either hand                        | 70%  |
| 2.6   | thumb, either hand:                                |  |
| 2.6.1 | both phalanges                                     | 30%  |
| 2.6.2 | one phalanx  | 15%  |
| 2.7   | index finger, either hand:                         |  |
| 2.7.1 | three phalanges                                    | 10%  |
| 2.7.2 | two phalanges                                      | 8%   |
| 2.7.3 | one phalanx  | 5%   |
| 2.8   | any other finger, either hand:                     |  |
| 2.8.1 | three phalanges                                    | 6%   |
| 2.8.2 | two phalanges                                      | 4%   |
| 2.8.3 | one phalanx  | 2%   |
| 2.9   | toes:  |  |
| 2.9.1 | all on one foot                                    | 30%  |
| 2.9.2 | great, both phalanges                              | 5%   |
| 2.9.3 | great, one phalanx                                 | 3%   |
| 2.9.4 | other than great, if more than one toe lost – each | 1%   |
| 3.    | Permanent Disability not specified herein          | a percentage which in the opinion of the Insurer is consistent with the above insofar 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% in total under the Schedule of Permanent Disability Benefits.

## EXTENSIONS

**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; provided that Insurers shall not be liable to pay compensation for Death or Disablement arising from:

- (a) the performance by such person of obligations in terms of the Defence Act, 1957 or the South African Police Services Act, 1995 at a place from which military or police actions are carried out, or
- (b) consequent upon such person’s engagement in military or police actions against an enemy of the Republic, combating “terrorism” as defined in the Defence Act or “operations in defence of the Republic” as defined in the Defence Act, 1957.

### 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 bodily injury the Death benefit shall be payable provided that if such belief is incorrect such benefit shall be repaid to the Insurers.

### Disfigurement

The Schedule of Permanent Disability Benefits is hereby extended to include Bodily Injury resulting in permanent disfigurement of:

- (i) the head, neck and hands – provided the total area affected exceeds 20% of the total area;
- (ii) all other areas of the Body – provided the Compensation total area affected exceeds 5% 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 i) and ii) above shall apply independently and be cumulative, but the overall liability of the Insurers 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. Compensation shall not be payable under this extension in addition to compensation payable for the same bodily injury under the Schedule of Permanent Disability Benefits.

## SPECIAL EXTENSIONS

Subject to an Insured Person suffering accidental bodily injury which is the subject of a valid claim hereunder the following extensions are applicable:

### 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).

### Body Transportation costs (applicable in addition to an Insured Death benefit)

If death takes place at a place further than 100 kilometres from that in which the deceased Insured Person normally resided the insurers will pay the reasonable and necessary costs, up to a limit of R15 000 (fifteen thousand Rand), of returning the body to his/her normal place of residence for burial.

### 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. A limit of R20 000 (twenty thousand Rand) shall apply to each Insured Person and a maximum limit of R100 000 per policy in any one 12 month period of insurance.

### 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 R20 000 (twenty thousand Rand) incurred by the Insured in relation to any one Person who is required to move more than 100km:

- (i) relocation costs for such person, his family, furniture and pets; and
- (ii) 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.

**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 R15 000 (fifteen thousand Rand) per occurrence.

**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 R15 000 (fifteen thousand Rand) per person.

**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 R15 000 (fifteen thousand Rand) per person.

**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 months from the date of such event, whichever is the lesser period.

If Temporary Total Disability is insured, the Insurers will regard the hijacking, abduction or kidnapping of an Insured Person as a claim for Temporary Total Disability, provided that:

1. the Insurers liability is limited to the period of hijacking, abduction or kidnapping or eight weeks, whichever is the lesser;
2. no compensation shall be payable if any member of the Insured Person's immediate family is involved in the hijacking, abduction or kidnapping as a principal or accessory;
3. the maximum liability per event is R20 000 (twenty thousand Rand) and R100 000 (one hundred thousand Rand) per policy in any 12 month period of insurance.

**Trauma Counselling**

In the event of an Insured Person being subjected to an act of violence or a traumatic accident, the Insurers will reimburse 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 R500 (five hundred Rand) per visit and R10 000 (ten thousand Rand) per Insured Person and R100 000 (one hundred thousand Rand) per policy in any one 12 month period of insurance;
2. the 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.

**Territorial Limits**

Coverage applies anywhere in the World unless otherwise restricted by an endorsement and/or memorandum to this policy.

**Operating Time**

Coverage applies 24 hours a day, 7 days a week unless otherwise restricted by endorsement and/or memorandum to this policy.

## EXCLUSIONS

The Insurers 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 its discretion pay an amount which it considers would have been payable but for such aggravation;
3. under 15 or over 75 years of age;
4. whilst the Insured Person is travelling by air other than as a passenger (and 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);
5. as a direct result of the Insured Person:
  - (a) 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);
  - (b) driving a motor vehicle and having more than the legal limit of alcohol in his/her blood,whilst participating in any riot, strike, civil commotion, public disorder, or as a result of deliberately committing a criminal offence;
7. (a) 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;
- (b) whilst such Insured Person is on active service with the military, naval, air or police services of any nation; provided that this Insurance 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, hang gliding or micro lighting;
10. whose occupation involves underground mining or tunnelling or involving the use or handling of explosives or explosive devices.

## WARRANTY

It is hereby warranted that to the best of the Insured's knowledge and belief, all Insured Persons are at the inception of each period of insurance in good health and are not suffering from any physical or mental defect or infirmity which might give rise to a claim under this policy.

## CONDITIONS

1. This Policy may be cancelled at any time by the Insurer giving 30 days' notice in writing (or such other period as may be mutually agreed) or by the Insured giving immediate notice. From date of cancellation the Insured shall be entitled to a refund of premium paid pro rata for the unexpired Period of Insurance, subject to condition 10.
2. This Policy is not assignable. Compensation shall be payable only to the Insured Person whose receipt shall effectually discharge the Insurer. No Insured Person shall have any right against the Insurer.
3. No sum under this Policy shall carry interest.
4. This Policy shall be voidable 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.



5. The Insured shall give notice to the Insurer within a reasonable time of any material change in the Business or an Insured Person's occupation and shall pay any additional premium required by the Insurers in consequence thereof.
6. Notice must be given to the Insurers in writing on the prescribed claim form as soon as practicable within three calendar months of any occurrence which may give rise to a claim under this Policy but notice of death must be given forthwith and the Insurers shall have the right to have a post mortem examination of the body.

All certificates, information and evidence required by the Insurers shall be furnished without expense to the Insurers within 30 days of the Insurer notifying the Insured of their requirements.

After incurring Bodily Injury for which Compensation may be payable under this Policy, the Insured Person shall, when reasonably required by the Insurer so to do, 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 Insurers shall not be liable for any part of any claim which in the opinion of their medical adviser arises from the unreasonable or wilful neglect or failure of an Insured Person to seek and remain under the care of a qualified member of the medical profession.
7. If any difference shall arise as to the amount to be paid under this Policy (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 Insurers to make any payment under this Policy.
8. In the event of the Insurers disclaiming liability in respect of any claim and an action or suit not being commenced within twelve months after such disclaimer or, in the case of an arbitration taking place, within twelve months after the Arbitrator shall have made his award, all benefits under this Policy in respect of such claim shall be forfeited.
9. If any claim under this Policy be in any respect fraudulent or intentionally exaggerated or if any fraudulent means or devices are used by the Insured or Insured Person or anyone acting on his or her behalf to obtain any benefit under this Policy all benefit thereunder shall be forfeited.
10. 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 Insurers 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:
  - 10.1 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 policy.
  - 10.2 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.
11. This Policy will be governed by the laws of the Republic of South Africa, whose courts shall have jurisdiction in any dispute arising hereunder.

### **SICKNESS EXTENSION (ONLY APPLICABLE IF STATED IN THE SCHEDULE TO BE INCLUDED)**

This policy is extended to cover Temporary Total Disability of the Insured Person caused by sickness or disease of the body contracted and commencing after the inception of this Policy.

### **PROVISOS**

All the terms, conditions, provisions and exceptions of the Policy shall apply to this Extension.

### **EXCLUSIONS**

No Compensation shall be payable under this extension:

1. in respect of sickness or disease for which the Insured Person had received treatment, or medical advice, prior to the inception of this Policy;

2. for sickness manifesting itself within the first 30 (thirty) days after the inception of this cover;
3. for the first 30 (thirty) days of any period of disablement following sickness;
4. in respect of any Insured Person who has attained the age of 65 years;
5. in respect of:
  - (i) venereal or other socially transmitted diseases;
  - (ii) congenital abnormalities and conditions arising out of or resulting there from;
  - (iii) any mental and/or nervous disorders, or any like condition arising from or attributable to stress or stress-related situations.

## **SERIOUS ILLNESS EXTENSION (ONLY APPLICABLE IF STATED IN THE SCHEDULE TO BE INCLUDED)**

Should an Insured Person be diagnosed during the period of Insurance as suffering from a Serious Illness, symptoms of which were not present in such Insured Person up to 12 (twelve) months before inception of this Extension to the Policy, the Insurers will pay the compensation as stated in the Schedule to this Policy up to a maximum amount of R150 000 per Insured Person.

## **DEFINITIONS**

Serious illness means any of the following:

### **Heart Attack**

The death of a significant portion of the heart muscle due to inadequate blood supply to the relevant area. The diagnosis will include the following criteria: a history of typical chest pain new ECG changes; and elevation of cardiac enzymes.

### **Chronic Coronary Heart Disease**

Open bypass surgery or open surgical treatment of coronary disease. This excludes angioplasty and any other intra-arterial procedures.

### **Stroke**

Any cerebrovascular occurrence or accident which produces significant neurological sequelae lasting more than 24 successive hours and including infarction of brain tissue, haemorrhage, and embolism from an extracranial source. Evidence of disabling permanent neurological deficit must be produced.

### **Cancer**

A disease manifested by the presence of a malignant tumour characterised by the uncontrolled growth and spread of malignant cells, and the invasion of normal surrounding tissue. All cancers diagnosed and treated by primary biopsy only, that is, not requiring any further surgical, medical (chemotherapy, and the like) or radio therapy, or other modalities are excluded.

The term "Cancer" also includes Leukaemia and Hodgkin's Disease but excludes:

1. all skin cancers;
2. Cancer-in-situ, including melanoma-in-situ.

### **Kidney Failure**

End stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis must be instituted.

### **Major Organ Transplant**

The human to human organ transplant from a donor to the Insured Person of one or more of the following organs:

Kidney, Heart, Lung, Pancreas or Bone Marrow. The transplantation of all other organs, parts of organs, or any other tissue transplant is excluded.

### **Paraplegia**

The total and irreversible loss of the use of both legs or both arms.

**Diagnosed means**

Diagnosis by a registered medical practitioner, supported by clinical, Radiological, histological and laboratory evidence, acceptable to the Insurers.

**Insured Person means**

The person or persons specified in the schedule.

**PROVISOS**

1. The Insurers shall be obliged to compensate an Insured Person only once under this Extension to the Policy.  
**Should an Insured Person be paid Compensation for a Serious Illness, that Insured Person's cover under this Extension lapses and cannot be reinstated.**
2. An Insured Person who has been paid Compensation under the Schedule of Permanent Disability Benefits for bodily injury shall not be entitled to Compensation under this Extension for the same bodily injury or disability.
3. All the terms, conditions, provisions and exceptions of the Policy shall apply to this Extension.

**EXCLUSIONS**

The Insurers shall not be liable to pay Compensation for a Serious Illness diagnosed in respect of any Insured Person:

1. under 18 or over 65 years of age;
2. where the illness is as a result of the influence of alcohol, drugs or narcotics upon an Insured Person unless such drugs or narcotics were administered by a member of the medical profession (other than the Insured Person) or unless prescribed by and taken in accordance with the directions of a member of the medical profession (other than the Insured Person);
3. where the illness 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 a Serious Illness did not arise through or was not caused by AIDS or HIV;
4. where the illness is attributable to venereal or other socially transmitted diseases;
5. where the Insured Person does not survive for more than 30 days after the diagnosis.

## ELECTRONIC EQUIPMENT (Index Section 17)

### 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:

- (a) working or at rest;
- (b) 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;
- (c) incidentally in transit including loading and unloading or whilst temporarily stored en route;
- (d) temporarily removed from the Insured's Premises to any other location within the Territorial Limits.

### TERRITORIAL LIMITS

The Republic of South Africa and to the extent permitted by the applicable Insurance Act the territories of Lesotho Namibia Swaziland and The Republic of South Africa

### EXCEPTIONS

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 in respect of each and every occurrence.
2. Loss of The Property Insured by theft or disappearance:
  - (a) 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;
  - (b) 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:

- (i) 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;
  - (ii) contained in a compartment of the motor vehicle which is visible to passers-by;
  - (iii) left in an unlocked vehicle (i), (ii) and (iii) above shall not apply to theft or disappearance of The Property Insured where the transport vehicle:
    - (a) has been hi-jacked or stolen (unless left unlocked);
    - (b) 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. 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.
  4. 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.
  5. The cost of reproducing data whether stored or recorded on micro chips cards tapes discs or otherwise unless specifically provided for herein.
  6. 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.

7. 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.
8. 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.
9. Derangement unless accompanied by physical damage otherwise covered by this Policy.
10. 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.

## BASIS OF INDEMNIFICATION

The Insurers reserve the option to repair replace or reinstate any loss or damage indemnifiable by the Policy or pay cash in lieu thereof.

The indemnity by this Policy subject always to the Limits of Indemnity defined in The Schedule or any specific Limit of Liability contained in the Specification shall be the:

### 1. Repair Replacement or Reinstatement Costs

- (a) In cases where the damage can be repaired:  
cost of restoring the damaged property to working order.
- (b) 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:
  - (i) 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 Company 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;
  - (ii) until expenditure has been incurred by the Insured in replacing or reinstating the Property the Company 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;
  - (iii) these Conditions shall be without force or effect if:
    - (a) the Insured fail to intimate to the Company within six (6) months of the date of damage or such further time as the Company may in writing allow their intention to replace or reinstate the Property;
    - (b) the Insured are unable or unwilling to replace or reinstate the Property on the same or another Site;
    - (c) dismantling re-erection and transportation costs including importation duties and Value Added Tax if incurred all necessarily and reasonably incurred.

### 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:

- (i) 20% (twenty percent) for the first year after the date of purchase,  
and
- (ii) 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.

## 2. Average Provision

If at the time of indemnifiable loss or damage the Sum representing the Installed New Replacement Value of the Property Insured exceeds the Sum Insured by the Policy then the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable proportion of the loss accordingly.

## 3. Additional Costs

Subject always to the Limit of Indemnity in respect of the Property Insured which has been the subject of the Claim:

### (a) Demolition and Removal of Debris Costs

Costs incurred by the Insured in respect of dismantling demolition clearance or removal of debris or wreck of the Property Insured and the providing erecting and maintaining hoarding and other similar structures required following upon any indemnifiable event covered by this Policy.

### (b) Expediting Costs

Cost of express delivery (including airfreight charges) overtime work night work or work on public holidays subject always to a limit of 50% (fifty percent) of the Amount which the repair replacement or reinstatement would have cost had such additional expenses not been incurred.

### (c) Fire Fighting Costs

Fire Brigade charges and the cost of restoring fire extinguishing equipment incurred as a direct result of extinguishing or fighting of fire in respect of the Property Insured.

### (d) 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.

### (e) 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.

## 4. Partial Losses

Where the loss or damage is restricted to a part or parts of the Property Insured the Insurers shall in no event be liable for an amount greater than the Value of such part or parts.

## 5. Additions Alterations Improvements

Costs of additions alterations improvements and overhauls carried out on the occasion of a repair are payable by The Insured.

## 6. 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.

## MEMORANDA

### MEMO 1 – CAPITAL ADDITIONS

The indemnity by this Policy shall include:

- (i) additional Property of a like nature to that specified in The Schedule as the Property Insured installed at the Insured's Premises:
  - (a) cover in respect of additional Property installed shall not attach until commissioning of such property has been satisfactorily completed at the Insured's Premises;
  - (b) the Sum Insured in respect of additional Property shall not exceed the Percentage stated in The Schedule for Capital Additions;

- (c) the Provisions of this Memorandum shall only apply to the extent that the Insured has complied with the Declaration Procedure detailed in Memo 2.

**MEMO 2 – DECLARATION PROCEDURE AND PREMIUM ADJUSTMENT**

- (a) 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.
- (b) 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 (a) 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.
- (c) 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.

**MEMO 3 – 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.

**MEMO 4 – LAPTOP & PALMTOP COMPUTERS**

Notwithstanding anything contained to the contrary in the Policy the Territorial Limits in respect of Laptop and Palmtop Computers temporarily located outside of the Territorial Limits specified in the Policy shall be Worldwide.

**SECTION II – CONSEQUENTIAL LOSS****THE INDEMNITY CLAUSE**

The indemnity by this Section shall include:

**ITEM 1 – INCREASED COST OF WORKING**

The Insurance under this Item is limited to the additional expenditure necessarily and reasonably incurred by the Insured during the Indemnity Period 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 less any Sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business as may cease or be reduced in consequence of the Accident.

The indemnity by this Item shall not apply directly or indirectly to:

- (a) the Cover provided for in Item II or III of this Section of the Policy;
- (b) the Intrinsic Value (including Reinstatement Value) of the Property Insured by Section I of this Policy.

**ITEM II – RECONSTITUTION OF DATA/PROGRAMMES**

Costs and expenses necessarily and reasonably incurred by The Insured for the reconstitution or recompilation of Data and/or Programmes recorded on or stored in data carrying media which is lost as a result of accidental erasure (which shall include the events defined in the Indemnity Clause to Section I of this Policy) or by theft or by the deliberate or wilful or wanton intention of causing the cancellation or corruption of data or programmes as provided for in Section I of this Policy,

provided always that:

- (a) the Indemnity shall not extend to nor include such costs incurred due to programme errors incorrect entry or the inadvertent cancellation or corruption of Data and/or Programmes;
- (b) in respect of each and every occurrence or series of occurrences arising out of or in connection with any one event indemnifiable by this Item The Insured shall bear the amount detailed in The Schedule as The Deductible;
- (c) where The Insured elect to insure programmes (software) a Schedule of such programmes shall be lodged with The Insurers at the commencement of each Period of Insurance.



## DEFINITIONS

### 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

### Accident

1. 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 Provisions of Exceptions 1 and 6 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:
  - (a) the deliberate act of The Insured or any supply authority;
  - (b) drought or shortage or fuel at any electricity utility.

#### Special conditions applicable to failure of the public supply of electricity:

- (i) the liability of The Insurer shall not exceed the Sum(s) Insured by this Section;
- (ii) the Indemnity Period shall commence twelve (12) hours after the failure and end not later than thirty (30) days after such failure.

## THE LIMIT OF LIABILITY

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:

- I.
  - (i) loss or destruction of or damage to any Property whatsoever resulting or arising therefrom or any consequential loss;
  - (ii) 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.
- II. 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.
- III. Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this policy does not cover:
  - (a) loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;

- (b) any legal liability of whatsoever nature;
- (c) any consequential loss;

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

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

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

## **SPECIAL EXTENSION TO THE ABOVE COMPUTER LOSSES GENERAL EXCEPTION**

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

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

1. storm, wind, water, hail or snow excluding damage to property:
  - (a) arising from its undergoing any process necessarily involving the use or application of water;
  - (b) caused by tidal wave originating from earthquake or volcanic eruption;
  - (c) in the underground workings of any mine;
  - (d) in the open (other than buildings structures and plant designed to exist or operate in the open);
  - (e) in any structure not completely roofed;
  - (f) being retaining walls;
2. aircraft and other aerial devices or articles dropped therefrom;
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.

- B. 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.
- C. This Special extension will not insure any loss destruction, damage or consequential loss if it would not have been insured in the absence of this Computer Losses General exception and this Special extension.
- D. This Special extension shall not apply to any Public Liability indemnity.

## GENERAL MEMORANDA

### MEMO 1 – 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:

- (a) modifications or alterations to the Property Insured directly consequent upon indemnifiable loss or damage to ensure the operating integrity of the electronic system;
- (b) replacement or upgrading of legal programmes to achieve compatibility with the modified or altered electronic system;
- (c) 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 programmes, provided always that:
  - 1. the costs provided for in (a), (b) and (c) 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 Section I or II of this Policy;
  - 3. the cover afforded hereunder shall be restricted to:
    - (i) parts or components of the electronic system which are not indemnifiable under Section I hereof;
    - (ii) programmes or data reinstatement not indemnifiable under Item II of 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 Section I - The Limit of Indemnity and Section II - Item II hereof or R25 000 whichever is the lesser;
  - 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.

### I. Obligations of the Insured

- 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.
- 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. 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.

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.
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 a good working condition by a competent service provider.

## **II. Duties Following an Accident**

1. On the happening of any event giving rise or likely to give rise to a Claim under this Policy the Insured shall:
  - (a) as soon as reasonably possible give notification to the Insurers;
  - (b) 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;
  - (c) 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.
2. The Insured may proceed with the repair of the Property Insured provided that Condition III 1 above is complied with that the carrying out of such repair is without prejudice to any question of liability of the Insurers and that any damaged part requiring replacement is kept for inspection by the Insurers.

## **III. 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

## **IV. 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

## **V. 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 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.

## **VI. Prescription**

1. If the Insurers disclaim liability to the Insured for any Claim hereunder and such Claim shall not within twelve (12) 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.
2. If any dispute arises as to the amount of any loss or damage claimed by the Insured and the Claim shall not within twelve (12) 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.

## MOTOR (Index Section 18)

### SUB-SECTION A – LOSS OR DAMAGE

#### DEFINED EVENTS

Loss of or damage to any vehicle described in the schedule and its accessories and spare parts whilst thereon. In addition, if such vehicle is disabled by reasons of any loss or damage insured hereby, the company will pay the reasonable cost of protection and removal to the nearest repairers and the Insured may give instructions for repairs to be executed without the prior consent of the company to the extent of but not exceeding R10 000, provided that a detailed estimate is first obtained and immediately forwarded to the company. The company will also pay the reasonable cost of delivery to the Insured, after repair of such loss or damage, not exceeding the reasonable cost of transport to the permanent address of the Insured in the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe or Malawi, provided that:

1. the limit of indemnity for each type of vehicle is as stated in the schedule and shall be the maximum amount payable by the company in respect of such loss or damage, but shall not exceed the reasonable market value of the vehicle and its accessories and spare parts at the time of such loss or damage;
2. the company may, at its own option, repair, reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts or may pay in cash the amount of the loss or damage not exceeding the reasonable market value of such vehicle and/or its accessories and/or spare parts at the time of such loss or damage;
3. if, to the knowledge of the company, the vehicle is the subject of a suspensive sale or similar agreement, such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the company in respect of such loss or damage;
4. in respect of each and every occurrence giving rise to a claim (except a claim resulting from fire, lightning or explosion) under this sub-section, 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 this sub-section (including any payment in respect of costs, expenses and fees), and of any expenditure by the company in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the company shall include any first amount payable for which the Insured is responsible, such amount shall be paid by the Insured to the company forthwith;
5. the company shall not be liable for more than the amount stated in the schedule (after deduction of the first amounts payable) in respect of the theft or attempted theft of radios, tape players and similar equipment or telephones not supplied by the manufacturers of the vehicle when new.

#### EXCEPTIONS TO SUB-SECTION A

The company shall not be liable to pay for:

- (a) consequential loss as a result of any cause whatsoever, depreciation in value whether arising from repairs following a defined event or otherwise, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages;
- (b) damage to tyres by application of brakes or by road punctures, cuts or bursts;
- (c) damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities.

### 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:

- (i) death of or bodily injury to any person, but excluding death of or bodily injury to the Insured or 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 as the Insured;

- (ii) 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 company 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 company's liability under both this extension and sub-section B shall not exceed the limit of indemnity stated 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:
  - (a) 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;
  - (b) such person driving such vehicle has not been refused any motor insurance or continuance thereof by any insurer;
  - (c) indemnity shall not apply in respect of claims made by any member of the same household as such person;
  - (d) 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 him and not leased or hired to him under a lease or suspensive sale agreement, provided the Insured is an individual and has insured hereunder a vehicle described under definition (a) or (b) and provided the company 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 the company shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon.

## EXCEPTIONS TO SUB-SECTION B

The company shall not be liable under this sub-section in respect of:

- (a) so much of any compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment. This exception shall apply notwithstanding that no insurance under such enactment is in force or has been effected;
- (b) death of or injury to any person being carried in or upon or entering or getting onto or alighting from a vehicle described in definition (b), (c), (d) or (e) 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);
- (c) 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 exclusion shall not apply to forklift trucks.

## LIMITS OF INDEMNITY

Unless otherwise stated, the liability of the company under this sub-section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the schedule.

## SUB-SECTION C – MEDICAL EXPENSES

### 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 company will pay to the Insured the medical expenses incurred as a result of such injury up to R1 000 per injured occupant but not exceeding R20 000 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.

The term medical expenses 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 under Sub-section A of this section:

1. Any private type motor car or motorised caravan .
2. Any other type of insured vehicle other than.

Specified part of vehicle in which the injury must occur:

1. Anywhere inside the vehicle.
2. The permanently enclosed passenger-carrying a bus or taxi compartment.

## DEFINITIONS

### 1. 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.

### 2. Vehicle

The term vehicle shall mean:

- (a) private type motor cars (including station wagons, safari vans, estate cars and the like or similar vehicles designed to seat not more than 12 persons including the driver);
- (b) commercial vehicles and special type vehicles as described in the schedule;
- (c) motor cycles (including motor scooters and 3-wheeled vehicles);
- (d) buses (including any vehicle used for business purposes and designed to seat more than 12 persons, including the driver);
- (e) 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;

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 out of use for the purpose of overhaul, upkeep and/or repair provided that the insurer's maximum liability shall not exceed the lesser of the market value of the replacement vehicle or the limit of indemnity of the replaced vehicle as stated in the schedule.

### No claim rebate provisions (applicable to specified vehicle basis)

In the event of no claim being made or arising under this policy during a period of insurance specified below immediately preceding the renewal of this policy, the renewal premium for the insurance of the vehicles will be based on the relevant Claim-Free Group or subject to the No Claim Discount as follows:

#### DEFINITION (a)

| Period of insurance                          | Claim-Free Group |
|--|------------------|
| the preceding year                           | 1                |
| the preceding two consecutive years          | 2                |
| the preceding three consecutive years        | 3                |
| the preceding four consecutive years         | 4                |
| the preceding five or more consecutive years | 5                |

Otherwise than above, Claim-Free Group 0 applies

If one or more claims are made or arise under this policy during a period of insurance for which the premium is based on Claim-Free Group 4 or 5, then the next renewal premium will be based on Claim-Free Group 2 or 3 respectively and for subsequent renewals as follows



|  |                         |   |
|--|-------------------------|---|
| <b>(i) CLAIM-FREE GROUP 4</b>                                      |                         |   |
| <b>Period of insurance during which no claim is made or arises</b> | <b>Claim-Free Group</b> |   |
| the preceding year   |                         | 3 |
| the preceding two consecutive years                                |                         | 4 |
| the preceding three consecutive years                              |                         | 5 |
| <b>(ii) CLAIM-FREE GROUP 5</b>                                     |                         |   |
| <b>Period of insurance during which no claim is made or arises</b> | <b>Claim-Free Group</b> |   |
| the preceding year   |                         | 4 |
| the preceding two consecutive years                                |                         | 5 |
| Otherwise than above, Claim-Free Group 0 applies                   |                         |   |

#### DEFINITIONS (b) and (e)

|  |                          |
|--|--------------------------|
| <b>Period of insurance</b>               | <b>No Claim Discount</b> |
| the preceding year                       | 15%                      |
| the preceding two consecutive years      | 20%                      |
| the preceding three consecutive years    | 30%                      |
| the preceding four consecutive years     | 40%                      |
| Otherwise than above no discount applies |                          |

#### DEFINITIONS (c) and (d)

|  |                          |
|--|--------------------------|
| <b>Period of insurance</b>               | <b>No Claim Discount</b> |
| the preceding year                       | 15%                      |
| the preceding two consecutive years      | 20%                      |
| the preceding three consecutive years    | 30%                      |
| the preceding four consecutive years     | 35%                      |
| Otherwise than above no discount applies |                          |

Should the company consent to a transfer of interest in this policy, the period during which the interest was in the transferor shall not accrue to the benefit of the transferee.

If more than one vehicle is described in the schedule to this policy, the Claim-Free Group/No Claim Discount shall be applied as if a separate policy had been issued in respect of each such vehicle.

#### EXTENSIONS

##### 1. Contingent liability extension (if stated in the schedule to be included)

The indemnity under sub-section B includes claims made against:

- (a) 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);
- (b) 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 him 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:
  - (i) all the words in (b) of the exceptions to sub-section B are deleted;
  - (ii) the company shall not be liable for loss of or damage to any motor vehicle being used for the purposes and in the manner described in (a) and (b) above;
  - (iii) the payment by the Insured of subsidies or travelling allowances to such person for the use of his 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;

- (iv) 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 company shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy;
- (v) the terms, exceptions and conditions of the policy shall otherwise apply.

**2. Passenger liability extension (if stated in the schedule to be included)**

Exception (b) to sub-section B shall not apply to vehicles described in definition (b), other than special types, or in definitions (c), (d) or (e). The limit of indemnity for any one occurrence shall not exceed the amount stated in the schedule.

**3. Unauthorised passenger liability extension (if stated in the schedule to be included)**

The indemnity under sub-section B, notwithstanding exception (b) 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 amount stated in the schedule.

**4. Parking facilities and movement of third party vehicles extension (if stated in the schedule to be included)**

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 employ of the Insured or acting on the Insured's behalf, provided always that such vehicle was being moved:

- (a) with the authority of any tenant, customer or visitor of the Insured, or
- (b) in connection with the Insured's parking arrangements, or
- (c) to facilitate the carrying out of the insured's business,

and provided further that this extension shall not apply in respect of damage to vehicles which are parked for reward.

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.

**5. Windscreen extension**

The provisions of this section relating to first amount payable and No Claim Rebate shall not apply to any payment for damage to windscreen glass, side or rear glass forming part of any vehicle, provided that:

- (a) no other damage has been caused to the vehicle giving rise to a claim under the policy;
- (b) the Insured shall be responsible for the first amount payable (applicable to glass) stated in the schedule of each and every loss.

**6. Waiver of subrogation rights**

For the purposes of this section, the company 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, fulfil and be subject to the terms, exceptions and conditions (both general and specific) of this insurance in so far as they can apply.

**7. Principals**

Notwithstanding specific exception 2 of this section, the indemnity under sub-section B extends to indemnify, to the extent required by the conditions of any contract of the Building Industries Federation of South Africa, 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 company shall not exceed the limit of indemnity stated in the schedule.

**8. Cross liabilities**

Where more than one insured is named in the schedule, the company will indemnify each insured separately and not jointly, and any liability arising between such insureds shall be treated as though separate policies had been issued to each, provided that the aggregate liability of the company shall not exceed the limit of indemnity stated in the schedule.

## 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:

- (i) civil commotion, labour disturbances, riot, strike or lockout;
- (ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (i) above;

provided that this extension does not cover:

- (a) loss or damage occurring in the Republic of South Africa and Namibia;
- (b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- (c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- (d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority;
- (e) loss or damage related to or caused by any occurrence referred to in General exception 1 (A) (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the company alleges that, by reason of provisos (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the Insured.

## 10. Loss of keys extension

The company 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:

- (i) the company's liability shall not exceed R15 000, in respect of any one event,
- (ii) such amount shall be reduced by the R750.

The provisions of this section relating to first amount payable and No Claim Rebate shall not apply to this extension.

## 11. Fire extinguishing charges extension

Any costs (not exceeding R5 000) 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 company may be liable in terms of this section, provided the Insured is legally liable for such costs and the insured property was in danger from the fire.

## 12. Wreckage removal extension

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 company's liability under this extension shall not exceed R5 000 in respect of any one occurrence or the limit stated in the schedule to apply to this extension.

## 13. Credit shortfall extension (if stated in the schedule to be included)

If any total loss settlement under sub-section A is less than the amount owing to the financier under a current instalment sale or lease agreement, the company will pay to the Insured an additional amount equal to the shortfall less:

- (a) any arrears instalments or rentals including interest payable on such arrears;
- (b) all refunds of premium for cancellation of any insurance cover relating to the motor vehicle;
- (c) the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled;

- (d) the first amount payable under sub-section A, provided always that:
  - (i) the amounts payable shall not exceed the maximum indemnity less the first amount payable under sub-section A;
  - (ii) this endorsement shall not apply to an agreement whereby the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10% from any other instalment;
  - (iii) if such shortfall is as a result of a re-advance under an instalment sale or refinancing in terms of a lease the insurance by this extension shall be void.

**14. Car hire extension (if stated in the schedule to be included)**

Car hire is included for theft of or accident to an insured vehicle not exceeding 3 500kg provided that:

- (a) We arrange the hire of the vehicle.
- (b) The engine capacity of the hired vehicle will not exceed one thousand six hundred (1 600) cubic centimeters, unless otherwise stated in the schedule and any additional premium that required has been received.
- (c) The hire is on an unlimited mileage basis but will exclude the cost of fuel and/or lubricants and/or maintenance.
- (d) If the vehicle has been stolen the hire period shall start within twenty one (21) days after the theft and end on the day after possession of the insured vehicle following repairs caused by the theft having been effected or thirty (30) days after the start of the period of hire, whichever comes first.
- (e) If the vehicle has been damaged in an accident the hire period shall start on the day that the vehicle is delivered to the repairer for repairs and end on the day following possession of the vehicle after any repairs necessary to the accident having been effected or after thirty (30) days of the hire period or on the day on which delivery is taken that replaces the vehicle that was insured, whichever comes first.
- (f) All provisions of this policy have been complied with.

A claim for loss or damages to the hired vehicle will be subject to the first amount payable as stipulated in the hire agreement.

## MEMORANDA

**1. Premium adjustment clause**

If this section is issued on a non-specified vehicle basis, the Insured shall submit to the company at the end of each period of insurance a declaration of the total number of vehicles owned, hired or leased at such expiry date. The company shall, upon receipt of this declaration, make a premium adjustment of 50% of the annual rate per vehicle applied to the difference in the number of vehicles at inception or renewal and the number declared.

**2. War clause**

In respect of sub-sections B and C only, General exception 1 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.

**3. Description of use clause**

Use for social, domestic and pleasure purposes and use for the business or occupation of the Insured, excluding:

hiring, carriage of passengers for hire or carriage of fare-paying passengers, racing, speed or other contests, rallies, trials, carriage of explosives or carriage of any load or passengers exceeding the capacity for which it is constructed or licensed to carry or use for any purpose in connection with the motor trade. 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.

## OPTIONAL LIMITATIONS

Third party only limitation (if stated in the schedule to be applicable)

Sub-sections A and C and the No-Claim Rebate provisions are cancelled.

Third party, fire and theft only limitation (if stated in the schedule to be applicable).

The liability of the company under sub-section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion or by theft or any attempt thereof. Further, sub-section C and the No-Claim Rebate provisions are cancelled.

## SPECIFIC EXCEPTIONS

1. The company shall not be liable for any accident, injury, loss, damage or liability:
  - (a) 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;
  - (b) incurred outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi and Mozambique, but the insurers 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;
  - (c) incurred while any vehicle is being driven by:
    - (i) the Insured 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 himself) or while not licensed to drive such vehicle;
    - (ii) any other person with the general consent of the Insured who, to the Insured's knowledge, 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 himself) or who is not licensed to drive such vehicle/s;
    - (iii) or is under the 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 Amendment Act of 1998 9as amended) – [Regulation 251 (1)].

This exception applies if the said person has held a PrDP but has not renewed it and is applicable to all drivers of:

- (i) goods vehicles with a GVM exceeding 3 500kg;
- (ii) breakdown vehicles;
- (iii) buses;
- (iv) mini-buses with a GVM exceeding 3 500kg or with 12 or more seats (including the driver);
- (v) motor vehicles conveying persons for reward;
- (vi) motor vehicles conveying more than 12 persons,

but this shall not apply if the Insured was unaware that the driver was unlicensed and the Insured can prove to the satisfaction of the company that, in the normal course of his business, procedures are in operation to ensure that only licensed drivers are permitted to drive insured vehicles provided that any driver shall be deemed to be licensed to drive the vehicle if he is complying with the licensing laws relating to any of the territories referred to under Specific exception (b) or if a license is not required by law, or while such driver is learning to drive and is complying with the laws relating to learner drivers.

2. The company 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

If, during the currency of this section, any driver's license in favour of the Insured or his authorised driver is endorsed, suspended or cancelled, or if he or they shall be charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the company immediately the Insured has knowledge of such fact.

## MOTOR TRADERS EXTERNAL RISK (Index Section 19)

### SUB-SECTION A – LOSS OR DAMAGE

#### DEFINED EVENTS

The Company will indemnify the Insured against accident, loss of or damage to any vehicle and its accessories and spare parts whilst thereon sound equipment e.g. car radios, compact disc players, audio or visual and similar equipment etc. whilst permanently fitted thereto, arising in the course of the Insured's business occurring while the vehicle as described in the schedule is:

- (a) on the road;
- (b) temporarily garaged during the course of a journey elsewhere than in/or on any business premises owned or occupied by the Insured in the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Mozambique;
- (c) attached to a vehicle (mechanically propelled or otherwise) covered herein for the purpose of being towed or salvaged.

If such vehicle is disabled by reasons of any loss or damage Insured hereby, the Company will also pay:

- 1. the reasonable cost of protection and removal to the nearest repairers; and/or
- 2. the reasonable cost of delivery to the Insured, after repair of such loss or damage, not exceeding the reasonable cost of transport to the permanent address of the Insured in the Republic of South Africa.

The Insured may give instructions for repairs to be executed without the upfront consent of the Company to the extent of but not exceeding R2 500 (two thousand five hundred Rand), provided that a detailed estimate is first obtained and immediately forwarded to the Company, provided that:

- 1. the limit of indemnity for loss of or damage to each vehicle is as stated in the schedule and shall be the maximum amount payable by the Company in respect of such loss or damage, but shall not exceed the reasonable retail value of the vehicle and its accessories and spare parts at the time of such loss or damage;
- 2. the Company may, at its option, repair, reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts or may pay in cash the amount of the loss or damage not exceeding the reasonable retail value of such vehicle and/or its accessories and/or spare parts at the time of such loss or damage;
- 3. if, to the knowledge of the Company, the vehicle is the subject of a suspensive sale or similar agreement, such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the Company in respect of such loss or damage;
- 4. 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 (according to the type of vehicle) of any expenditure (or any less expenditure which may be incurred) for which provision is made under this sub-section (including any payment in respect of costs, expenses and fees), and of any expenditure by the Company in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the Company shall include any first amount payable for which the Insured is responsible, such amount shall be paid by the Insured to the Company forthwith;
- 5. the Company shall not be liable for more than the amount stated in the schedule (after deduction of the first amounts payable) in respect of the theft or attempted theft of vehicle and telecommunication equipment not supplied by the manufacturers of the vehicle when new; and
- 6. If, within twelve months of the purchase of a new vehicle in the name of the Insured or in the name of a customer of the Insured is:
  - (a) lost or stolen and not recovered; or
  - (b) damaged so that the repairs will cost more than 70% of its list price (including VAT) at the date that the damage occurred;

the Company will pay the current purchase price or the cost price to the Insured of such vehicle whichever is the lesser provided this does not exceed the limit of indemnity stated in the schedule.

**EXCEPTIONS TO SUB-SECTION A**

The Company shall not be liable to pay for:

- (a) consequential loss as a result of any cause whatsoever, depreciation in value whether arising from repairs following a defined event or otherwise, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages;
- (b) damage to tyres by application of brakes or by road punctures, cuts or bursts;
- (c) damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities;
- (d) loss, damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, police services, crime prevention units or any lawfully constituted officials or authorities; and/or
- (e) loss of or damage to accessories or spare parts whilst on any vehicle as defined by theft or any attempt thereat unless the vehicle is stolen at the same time.

**SUB-SECTION B – LIABILITY TO THIRD PARTIES****DEFINED EVENTS**

Any accident caused by or through or in connection with any vehicle as defined 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:

- (i) death of or bodily injury to any person, but 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 as the Insured;
- (ii) 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 Company 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 Company's liability under both this extension and sub-section B shall not exceed the limit of indemnity 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:
  - (a) such person shall, as though they were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of this insurance in so far as they can apply;
  - (b) such person driving such vehicle has not been refused any motor insurance or continuance thereof by any insurer or underwriter;
  - (c) indemnity shall not apply in respect of claims made by any member of the same household as such person;
  - (d) such person is not entitled to indemnity under any other policy except in respect of any amount not recoverable thereunder;
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 the Company shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon.



## EXCEPTIONS TO SUB-SECTION B

The Company shall not be liable under this sub-section in respect of:

1. so much of any compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment. This exception shall apply notwithstanding that no insurance under such enactment is in force or has been effected. This condition applies 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:
  - (a) any motor cycle, motor scooter or sidecar attached thereto (including 3 wheeled vehicle) and quad bike;
  - (b) any vehicle other than from or in the permanently enclosed passenger-carrying compartment of such vehicle;
3. any amount exceeding R250 000 for death of or injury to any person being carried in on upon or entering and/or getting onto or alighting from any portion of any vehicle which has a removable roof or soft top;
4. 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 exclusion shall not apply to forklift vehicles.

## LIMITS OF INDEMNITY

Unless otherwise stated, the liability of the Company under this sub-section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the schedule.

## SUB-SECTION C – MEDICAL BENEFITS

### DEFINED EVENTS

If the vehicle is in an accident and any person in it is injured, We will pay a benefit of the amount stated in the Schedule towards the medical costs of each injured person on production of proof of the injury to the Company's satisfaction.

If the Insured person is entitled to claim in terms of the Road Accident Fund or similar legislation, they must submit a claim against the Fund, or similar legislation, and any amount recovered as a result of such a claim must be refunded to the Company once the claim has been finalised and all moneys owing have been paid, up to the amount of the medical costs paid by the Company.

This provision applies regardless of whether the applicable legislative fund is unable to or incapable of providing compensation.

### No Claim Rebate Provisions

In the event of no claim being made or arising under this section during a period of insurance (of 12 consecutive calendar months) specified below immediately preceding the renewal of this policy, the renewal premium for this section will be subject to the No Claim Rebate as follows:

| Period of Insurance<br>(12 consecutive calendar months) | No Claim Rebate   |
|---|-------------------|
| the preceding year                                      | 10%               |
| the preceding two or more consecutive years             | 20%               |
| other than above  | no rebate applies |

Should the Company consent to a transfer of interest in this policy the period during which the interest was in the transferor shall not accrue to the benefit of the transferee.

## DEFINITIONS

### 1. 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.

### 2. Vehicle

The term vehicle shall mean:

- (a) Any motor vehicle or trailer and its accessories and spare parts whilst thereon (but excluding motor cycles, scooters, three wheeled vehicles or quad bikes) 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
- (b) Any vehicle (mechanically propelled or otherwise) which is attached to a vehicle defined in (a) above for the purpose of being towed or salvaged/recovered.

### 3. Description of use

The vehicle defined herein is hereby Insured whilst being used for:

- (a) the purpose of the Insured's business by the Insured, a member, director or employee of the Insured but excluding transit, delivery and/or conveying for or on behalf of the Insured by casual drivers or persons not wholly and regularly employed by the Insured;  
including use for:
- (b) purposes of tuition other than for gain or reward provided that the person being taught to drive is complying with the law in force relating to or in possession of a valid learner drivers' license and is accompanied by a fully licensed driver who is either the Insured or a member director or employee of the Insured or a person who is named in the schedule in terms of Extension (social domestic and pleasure use);  
including use for:
- (c) purposes of demonstration which shall include driving by the person to whom the vehicle is being demonstrated provided that such person is a fully licensed driver or a learner driver who is complying with the law in force relating to learner drivers and is accompanied by a fully licensed driver who is either the Insured or a member director or employee of the Insured.

### 4. Territorial limits

The Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Mozambique.

## EXTENSIONS

### 1. Vehicles lent or hired to Customers (if stated in the schedule to be included)

The description of use 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 with the consent of such customer provided that:

- (a) the vehicle has been lent or hired to such customer whilst such customer's vehicle in the custody or control of the Insured for repair, testing, servicing, maintenance, alteration, cleaning or inspection;
- (b) such customer or person is not entitled to indemnity under any other policy;
- (c) such customer or person shall as though he were the Insured observe, fulfil and be subject to the terms, exceptions and conditions of this policy insofar as they can apply;
- (d) the person driving the vehicle is fully licensed to drive such vehicle in terms of the legislation applying to any territory within the territorial limits provided he has held and is not disqualified from holding or obtaining such a license; and

- (e) if a person is driving such a vehicle whilst learning to drive such person must be complying with the laws and regulations in force relating to learners then that person shall be deemed to be duly and fully licensed within the meaning of this clause.

**2. Social, domestic and pleasure use (if stated in the schedule to be included)**

The Description of use is extended to include use for social, domestic and pleasure purposes by the persons named in the schedule.

**3. Unauthorised use by employees (if stated in the schedule to be included)**

Specific exception 1 (b) – page 11 is deleted.

**4. Windscreen extension (if stated in the schedule to be included)**

The provisions of this section relating to first amount(s) payable and No Claim Rebate shall not apply to any payment for damage to windscreen glass, side or rear glass forming part of any vehicle, provided that:

- (a) no other damage has been caused to the vehicle giving rise to a claim under the policy;
- (b) the Insured shall be responsible for the first amount payable (applicable to windscreen) stated in the schedule of each and every loss.

**5. Principals**

Notwithstanding Specific exception 2 – page 11 - of this section, the indemnity under sub-section B – page 3 - extends to indemnify, to the extent required by the conditions of any contract of the Building Industries Federation of South Africa (BIFSA), 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 Company shall not exceed the limit of indemnity stated in the schedule.

**6. Waiver of subrogation rights**

For the purposes of this section, the Company 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, fulfil and be subject to the terms, exceptions and conditions (both general and specific) of this insurance in so far as they can apply.

**7. Cross liabilities**

Where more than one Insured is named in the schedule, the Company 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 Company shall not exceed the limit of indemnity stated in the schedule.

**8. 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:

- (a) civil commotion, labour disturbances, riot, strike or lockout;
- (b) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (a) above, provided that this extension does not cover:
  - (i) loss or damage occurring in the Republic of South Africa and Namibia;
  - (ii) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically Insured;
  - (iii) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
  - (iv) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority;
  - (v) loss or damage related to or caused by any occurrence referred to in General exception 1 (A) (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of provisos (i), (ii), (iii), (iv) or (v), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the Insured.

## 9. Contingent liability extension (if stated in the schedule to be included)

The indemnity under sub-section B includes claims made against:

- (a) 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);
- (b) 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 the 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:
  - (i) the Company shall not be liable for loss of or damage to any motor vehicle being used for the purposes other than that stated in Description of Use;
  - (ii) the payment by the Insured of subsidies or travelling 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;
  - (iii) 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 Company shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy;
  - (iv) the terms exceptions and conditions of the policy shall otherwise apply.

## 10. Fire extinguishing charges extension

Any costs (not exceeding R5 000) 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 Company may be liable in terms of this section, provided the Insured is legally liable for such costs and the Insured property was in danger or threatened from the fire.

## 11. Wreckage removal extension (if stated in the schedule to be included)

The cover provided under sub-section A – page 2 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 Company's liability under this extension shall not exceed, in respect of any one occurrence, the limit stated in the schedule to apply to this extension.

## 12. Loss of keys extension (if stated in the schedule to be included)

The Company will indemnify the Insured in respect of the cost of replacing or repairing 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:

- (i) the Company's liability shall not exceed, in respect of any one event, the amount stated in the schedule; and
- (ii) such amount shall be reduced by the first amount payable stated in the schedule.

The provisions of this section relating to first amount payable and No Claim Rebate shall not apply to this extension.

## 13. Loss of use of customer's vehicles (if stated in the schedule to be included)

In the event of the Company being liable to indemnify the Insured under sub-section A – page 2 of this section in respect of loss of or damage to any vehicle, being the property of a customer, whilst in the care, custody or control of the Insured (for any purpose other than in connection with the normal maintenance, service or repair) the Company will also indemnify the Insured notwithstanding exception (a) in the exceptions to sub-section A – page 3 -of this section against liability at law to pay compensation for loss of use of such vehicle, provided that the liability of the Company shall be limited to the amounts stated in the schedule.

**14. 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 Company shall not be liable hereunder in respect of so 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 Company be liable where any other form of motor insurance has been effected by the Insured covering the same liability.

**15. Motor cycle, motor tricycle or quad bike (if stated in the schedule to be included)**

The definition of vehicle shall include:

- (a) any motor cycle, motor tricycle or quad bike 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
- (b) any motor cycle, motor tricycle or quad bike which is attached to a four wheeled motor vehicle for the purpose of being towed or salvaged.

**16. Passenger liability in respect of motor cycles and motor tricycles (if stated in the schedule to be included)**

In consideration of the Company receiving the additional premium required for this extension, Exceptions to sub-section B, 2 (a) – page 4 shall not apply, provided always that the limit of the Company's liability shall not exceed the amount stated in the schedule any one passenger and one event.

**17. Special type vehicles (if stated in the schedule to be applicable)**

The definition of vehicle shall include:

- (a) any tractor, agricultural, horticultural or forestry vehicle, earth moving equipment, fork lift, 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
- (b) any tractor, agricultural, horticultural or forestry vehicle, earth moving equipment, fork lift or caravan (mechanically propelled or otherwise) which is attached to a vehicle defined in (a) above for the purpose of being towed or salvaged/recovered.

**OPTIONAL LIMITATIONS****1. Third party only limitation (if stated in the schedule to be applicable)**

Sub-sections A and C and the No Claim Rebate provisions are cancelled.

**2. Third party, fire and theft only limitation (if stated in the schedule to be applicable)**

- (a) The liability of the Company under sub-section A – page 2- is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion or by theft or any attempt thereat.
- (b) Sub-section C and the No Claim Rebate provisions are cancelled.

**3. Deletion of demonstration (if stated in the schedule to be applicable)**

The Company shall not be liable to pay for claims if any vehicle, as defined, is being used for purposes of demonstration.

**MEMORANDA****1. Premium adjustment clause**

If this section is issued on a non-specified vehicle basis, the Insured shall submit to the Company at the end of each period of insurance a declaration of the total number of vehicles owned, hired or leased at such expiry date. The Company shall, upon receipt of this declaration, make a premium adjustment of 50% of the annual

rate per vehicle applied to the difference in the number of vehicles at inception or renewal and the number declared.

## 2. War clause

In respect of sub-sections B and C only, General exception 1 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.

## 3. Spare parts clause

In the event of any part being unprocurable as a standard (ready manufactured) article within the Republic of South Africa, the liability of the Company 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 maker's latest list price operative in the Republic of South Africa and the reasonable cost of freight, other than by air, and current labour charge applicable thereto.

## SPECIFIC EXCEPTIONS

1. The Company shall not be liable for any accident, injury, loss, damage or liability sustained or incurred whilst the Insured vehicle as defined is:
  - (a) in or on any premises occupied by the Insured for the purpose of the business;
  - (b) being used for any unauthorized purpose by any employee of the Insured or by any other person with whom such employee is or was acting in collusion;
  - (c) being used otherwise than in accordance with the description of use for any purpose other than for which the vehicle is licensed and reasonably designed for;
  - (d) being used outside the territorial limits but the Company will indemnify the Insured against the loss of or damage to any vehicle while in transit by sea or air between the ports and places in these territories including loading and unloading incidental to such transit;
  - (e) being driven by:
    - (i) the Insured 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 himself) or while not licensed to drive such vehicle;
    - (ii) any other person with the general consent of the Insured who, to the Insured's knowledge, 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 himself) or who is not licensed to drive such vehicle, but this shall not apply if the Insured was unaware that the driver was unlicensed; and the Insured can prove to the satisfaction of the Company that, in the normal course of his business, procedures are in operation to ensure that only licensed drivers are permitted to drive Insured vehicles;

provided that any driver shall be deemed to be licensed to drive the vehicle if he is complying with the licensing laws relating to any one of the territories referred to under Specific Exception (d) or if non-compliance with any licensing law is solely because of failure to renew any license subject to periodic renewal, or if a license is not required by law, or while such driver is learning to drive and is complying with the laws relating to learners.
  - (f) being used for hiring other than as provided for in extension 1 (if applicable) – page 6 - or for the carriage of passengers for hire or carriage of fare paying passengers or the carriage of any load of passengers exceeding the capacity for which it is constructed or licensed to carry;
  - (g) being used for racing speed or other contests, rallies or trails;
  - (h) being used for the carriage of explosives or any other hazardous goods provided that the carrying of petrol or other spirit shall be permitted;
  - (i) loss or damage caused to an Insured Vehicle whilst it is being driven within an aviation apron or runway whether such is registered or not;
  - (j) loss or damage to an Insured vehicle whilst in the underground workings of any mine.

2. The Company 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**

If, during the currency of this section, any driver's licence in favour of the Insured or their authorised driver is endorsed, suspended or cancelled, or if he or they shall be charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the Company immediately the Insured have knowledge of such fact.

### **1. Vehicle security/immobiliser**

- (a) If the Company specify that a particular type of security system must be installed to 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.
- (b) 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.
- (c) The company shall not be liable in respect of any loss or damage arising from such theft of such vehicle if the Insured:
  - (i) fails to install any required security device or to engage and/or activate it prior to the theft of the vehicle;
  - (ii) cancel the service agreement;
  - (iii) fails to pay any subscription due in terms of such agreement.

In the event that the Company specify 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 tracking unit is operational and armed at all times.

### **2. Unavailable parts**

If a part necessary for the repair of the Insured vehicle is not available in the Republic of South Africa as a standard (ready made) part, the company will pay an amount equal to the value of that part at the time of the loss or damage. The amount includes the reasonable cost to transport the part (excluding air transport). The value of the part will be determined according to the price stated in the most recent catalogue or price list applicable to the Insured vehicle.



## MOTOR TRADE INTERNAL RISKS (Index Section 20)

### SUB-SECTION A – LOSS OR DAMAGE

#### DEFINED EVENTS

Loss of or damage to any insured vehicle, customers vehicle, any vehicle in his custody or control, held in trust and its accessories and spare parts whilst thereon whilst in or on the Insured's premises in connection with the insured's business.

If such vehicle is disabled by reasons of any loss or damage Insured hereby, the Company will also pay:

1. the reasonable cost of protection and removal to the nearest repairers;
2. the reasonable cost of delivery to the Insured, after repair of such loss or damage, not exceeding the reasonable cost of transport to the permanent address of the Insured in the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Mozambique and Malawi.

The Insured may give instructions for repairs to be executed without the previous consent of the Company to the extent of but not exceeding R2 500 (two thousand five hundred Rand), provided that a detailed estimate is first obtained and immediately forwarded to the Company, provided that:

1. the limit of indemnity for loss of or damage to each vehicle is as stated in the schedule and shall be the maximum amount payable by the Company in respect of such loss or damage, but shall not exceed the reasonable retail value of the vehicle and its accessories and spare parts at the time of such loss or damage;
2. the Company may, at its own option, repair, reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts or may pay in cash the amount of the loss or damage not exceeding the reasonable retail value of such vehicle and/or its accessories and/or spare parts at the time of such loss or damage;
3. if, to the knowledge of the Company, the vehicle is the subject of a suspensive sale or similar agreement, such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the Company in respect of such loss or damage;
4. 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 (according to the type of vehicle) of any expenditure (or any less expenditure which may be incurred) for which provision is made under this sub-section (including any payment in respect of costs, expenses and fees), and of any expenditure by the Company in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the Company shall include any first amount payable for which the Insured is responsible, such amount shall be paid by the Insured to the Company forthwith;
5. the Company shall not be liable for the first amount payable.

#### EXCEPTIONS TO SUB-SECTION A

The Company shall not be liable to pay for:

- (a) consequential loss as a result of any cause whatsoever, depreciation in value whether arising from repairs following a defined event or otherwise, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages;
- (b) damage to tyres by application of brakes or by punctures, cuts or bursts;
- (c) damage to springs/shock absorbers due to inequalities of the surface or to impact with such inequalities;
- (d) loss, damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, police services, crime prevention units or any lawfully constituted officials or authorities;
- (e) loss or damage caused by any defined events mentioned in the fire section of this policy, whether Insured or not under this policy or any other policy covering the interests of the Insured;
- (f) loss or damage caused by theft or attempted theft whether undertaken by threat or attempted threat practiced on the Insured or any employee;

- (g) loss or damage resulting directly or indirectly from or in connection with any actual or purported exchange, cash or credit sale agreement including theft by false pretences and/or fraud;
- (h) loss or damage to the vehicle whilst it is being driven by;
  - (i) the Insured 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 while not licensed to drive such vehicle;
  - (ii) any other person with the general consent of the Insured who, to the Insured's knowledge, 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 who is not licensed to drive such vehicle, but this shall not apply if the Insured was unaware that the driver was unlicensed and the Insured can prove to the satisfaction of the Company that, in the normal course of his business, procedures are in operation to ensure that only licensed drivers are permitted to drive Insured vehicles;

provided that any driver shall be deemed to be licensed to drive the vehicle if he is complying with the licensing laws relating to any one of the territories referred to under Specific Exception (d) or if non-compliance with any licensing law is solely because of failure to renew any license subject to periodic renewal, or if a license is not required by law, or while such driver is learning to drive and is complying with the laws relating to learners.

## EXTENSIONS TO SUB-SECTION A.

### 1. Windscreen extension (if stated in the schedule to be included)

The provisions of this section relating to first amount payable and No Claim Rebate shall not apply to any payment for damage to windscreen glass, side or rear glass forming part of any vehicle, provided that:

- (a) no other damage has been caused to the vehicle giving rise to a claim under the policy;
- (b) the Insured shall be responsible for the first amount payable (applicable to glass) stated in the schedule of each and every loss.

### 2. Loss of keys extension (if stated in the schedule to be included)

The Company 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:

- (i) the Company's liability shall not exceed, in respect of any one event, the amount stated in the schedule;
- (ii) such amount shall be reduced by the first amount payable stated in the schedule.

The provisions of this section relating to first amount payable and No Claim Rebate shall not apply to this extension.

### 3. Wreckage removal extension (if stated in the schedule to be included)

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 Company's liability under this extension shall not exceed, in respect of any one occurrence, the limit stated in the schedule to apply to this extension.

## **SUB-SECTION B – LIABILITY TO THIRD PARTIES ARISING OUT OF THE VEHICLE**

### **DEFINED EVENTS**

The Company will indemnify the Insured against all sums, including claimant's costs and expenses, which the Insured shall become legally liable to pay in respect of:

- (i) accidental death of or bodily injury to any person, but 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 as the Insured;
- (ii) accidental damage to any Insured vehicle, 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 Company will also, in terms of and subject to the limitations of and for the purposes of this sub-section 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 Company's liability under both this extension and sub-section B shall not exceed the limit of indemnity stated to apply to sub-section B.

### **EXCEPTIONS TO SUB-SECTION B**

The Company shall not be liable under this sub-section in respect of:

1. so much of any compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment. This exception shall apply notwithstanding that no insurance under such enactment is in force or has been effected;
2. 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;
3. liability arising whilst any vehicle is being driven by:
  - (i) the Insured 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 while not licensed to drive such vehicle;
  - (ii) any other person with the general consent of the Insured who, to the Insured's knowledge, 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 who is not licensed to drive such vehicle, but this shall not apply if the Insured was unaware that the driver was unlicensed and the Insured can prove to the satisfaction of the Company that, in the normal course of his business, procedures are in operation to ensure that only licensed drivers are permitted to drive Insured vehicles;

provided that any driver shall be deemed to be licensed to drive the vehicle if he is complying with the licensing laws relating to any one of the territories referred to under Specific Exception (d) or if non-compliance with any licensing law is solely because of failure to renew any license subject to periodic renewal, or if a license is not required by law, or while such driver is learning to drive and is complying with the laws relating to learners.

### **LIMITS OF INDEMNITY**

Unless otherwise stated, the liability of the Company under this sub-section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the schedule.

## EXTENSIONS TO SUB-SECTION B.

### 1. Waiver of subrogation rights

For the purposes of this sub-section, the Company 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, fulfil and be subject to the terms, exceptions and conditions (both general and specific) of this insurance in so far as they can apply.

### 2. Work away from the Insured's premises

The premises as stated are extended to include any other premises at which the Insured is performing work provided such premises are not under the Insured's control.

## SUB-SECTION C – LIABILITY TO THIRD PARTIES NOT ARISING OUT OF THE VEHICLE

### DEFINED EVENTS

Damages 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 within the territorial limits during the period of insurance in the course of or in connection with the business.

### LIMITS 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 Company'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.

### SPECIFIC EXCEPTIONS

The Company will not indemnify the Insured in respect of:

1. liability consequent upon injury to any person employed by the Insured under a contract of service or apprenticeship and arising from and in the course of such employment by the Insured;
2. damage to:
  - (a)
    - (i) property belonging to the Insured;
    - (ii) property in the custody or control of the Insured or any employee of the Insured;
  - (b) that part of any property on which the Insured are or have been working if such damage results directly from such work;
3. liability consequent upon injury or damage:
  - (a) caused by or through or in connection with any advice or treatment of a professional nature (other than first aid treatment) given or administered by or at the direction of the Insured;
  - (b) caused by or through or in connection with the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle (other than a pedal cycle motor cycle, quad bike or lawnmower or any pedestrian controlled garden equipment) or trailer or of any watercraft, locomotive or rolling stock, provided that this exception shall not relieve the Company of liability to indemnify the Insured in respect of liability consequent upon injury or damage caused or arising beyond the limits of any carriage-way or thoroughfare in connection with the loading or unloading of any vehicle, insofar as such injury or damage is not Insured by any other insurance policy;
  - (c) caused by or through or in connection with:
    - (i) the refuelling of aircraft;
    - (ii) the ownership, possession, maintenance, operation or use of aircraft or an airline;
    - (iii) the ownership, hire or leasing of any airport, airstrip or helicopter pad;

- (d) caused by or through or in connection with goods or products (including containers and labels) sold or supplied and happening elsewhere than on premises occupied by the Insured other than food and drink supplied incidentally for consumption on the premises;
  - (e) occurring after the completion and handing over of any work and caused by or through or in connection with any defect or error in or omission from such work;
  - 4. damage caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure;
  - 5. liability assumed by agreement (other than under the Insured's own standard conditions of contract) unless liability would have attached to the Insured notwithstanding such agreement;
  - 6. (a) 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 is caused by a sudden, unintended and unforeseen occurrence;
  - (b) 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.
- 7. fines, penalties, punitive, exemplary or vindictive damages;
  - 8. (a) 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 Swaziland;
  - (b) costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the area described in 8(a) above;
  - 9. the first amount payable as stated in the schedule in respect of any one claim or number of claims arising from all events of a series consequent upon or attributable to any one source or original cause. The provisions of this clause shall apply to claims arising from damage and shall apply to costs and expenses incurred by the Insured.

## EXTENSIONS APPLICABLE TO SUB-SECTION C

### 1. Additional Insured

The Company will also, as though a separate policy has been issued to each, indemnify:

- (a) in the event of the death of the Insured, any personal representative of the Insured in respect of liability incurred by the Insured;
- (b) any partner or director or employee of the Insured (if the Insured so requests) against any claim for which the Insured is entitled to indemnity under this insurance;
- (c) to the extent required by the conditions of any contract (and notwithstanding Specific exception 5 of this sub-section), and in connection with any liability arising from the performance of the contract, any employer named in any contract entered into by the Insured for the purposes of the business;
- (d) in respect of the activities of any social or sports club, welfare organisation, first aid, fire or ambulance service, canteen or the like, belonging to or formed by the Insured for the benefit of their employees:
  - (i) any officer or member thereof;
  - (ii) any visiting sports team or member thereof; provided that;
  - (iii) the aggregate liability of the Company is not increased beyond the limits of indemnity stated in the schedule;
  - (iv) any person or organisation to which this extension applies is not entitled to indemnity under any other policy;
  - (v) the indemnity under (a), (b) and (c) applies only in respect of liability for which the Insured would have been entitled to indemnity if the claim had been made against the Insured.

For the purposes of this extension, the Company waives all rights of subrogation or action which they may have or acquire against any of the above, and each party to whom the indemnity hereunder applies shall observe, fulfil and be subject to the terms, exceptions and conditions (both general and specific) of this insurance in so far as they can apply.

## **2. Security Firms**

Notwithstanding Specific exception 5 of this sub-section, if in terms of a contract with a security firm engaged to protect the Insured's property in the course of the business of the Insured stated in the schedule or persons, 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 this section had the said employees been under a contract of service to the Insured and not the security firm, but not exceeding the limit of liability stated in the schedule.

If, at the time of an event giving rise to a claim, the security firm is entitled to indemnity under any other policy in respect of the same event, the Company shall not be liable to make any payment except in respect of any amount above the amount payable under such other policy.

## **3. Cross liabilities**

Where more than one Insured is named in the schedule, the Company 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 Company shall not exceed the limit of indemnity stated in the schedule.

## **4. Liability by agreement**

Notwithstanding the provisions of Specific exceptions 2(a) (ii), 3(b) and 5, of this sub-section extends to indemnify the Insured:

- (a) against liability assumed by the Insured under any contract entered into with or indemnity given to Transnet, 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;
- (b) against liability arising from loss of or damage to property belonging to Transnet while in the Insured's custody or control;
- (c) in respect of liability caused by or through or in connection with any vehicle, trailer, locomotive or rolling stock belonging to Transnet while being used by or on behalf of the Insured at any railway siding.

## **5. Emergency medical benefits**

The Company will indemnify the Insured for all reasonable expenses incurred by the Insured up to an amount of R5 000 (five thousand Rand) for such immediate medical treatment as may be necessary at the time of an accident causing injury to any person who may be the subject of a claim for indemnity by the Insured in terms of this section.

## **6. Tenant's liability**

Specific exceptions 2(a)(ii) and 3(b) of this sub-section shall not apply to premises occupied by the Insured as tenant (but not as the owner) thereof.

## **7. Legal defence costs (if stated in the schedule to be included)**

If the Insured so requests, the Company will indemnify any employee, partner or director of the Insured against costs and expenses not exceeding the amount stated in the schedule incurred by or on behalf of such person with the consent of the Company in the defence of any criminal action brought against such person in the course of his occupation with the Insured arising from an alleged contravention of the statutes as herein defined during the period of insurance, provided that:

- (a) in the case of an appeal, the Company shall not indemnify such person unless a senior counsel approved by the Company shall advise that such appeal should, in his opinion, succeed;
- (b) the Company shall not indemnify such person in respect of any fine or penalty imposed by any magistrate or judge or any loss consequent thereon;

- (c) such person shall, as though he were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of this policy and this section thereof in so far as they can apply.

The statutes applicable to this extension:

- (a) The Occupational Health and Safety Act No. 85 of 1993 (as amended).  
 (b) The Mines and Works Act No. 27 of 1956 (as amended).  
 (c) The Electricity Act No. 40 of 1958 (as amended), and/or  
 (d) any other Act or Ordinance pertaining to the supply of Electricity  
 all as read in conjunction with the Criminal Procedure Act No. 51 of 1977 (as amended).

## DEFINITIONS

### 1. 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.

### 2. Vehicle

The term vehicle shall mean:

- (a) any motor vehicle or trailer (but excluding motor cycles, scooters, three wheeled vehicles or quad bikes) and its accessories and spare parts whilst thereon which is owned by or leased to the Insured, and  
 (b) any vehicle (mechanically propelled or otherwise) which is attached to a vehicle defined in (a) above for the purpose of being towed or salvaged,

but excluding any vehicle the property of the Insured and hired or sold by the Insured under a hire purchase or similar agreement unless such vehicle is in the custody or control of the Insured at the time of the occurrence of the event out of which any claim arises.

### 3. Insured's premises

The term Insured's premises shall mean:

- (a) any premises at which the Insured is performing work where such premises is under the control of the Insured and situated anywhere within the Territorial Limits, and  
 (b) any open air vehicle parking place used by the Insured and any sidewalk or street parking area adjacent to the Insured's premises stated in (a).

### 4. No Claim Rebate provisions

In the event of no claim being made or arising under this section during a period of insurance (of 12 consecutive calendar months) specified below immediately preceding the renewal of this policy, the renewal premium for this section will be subject to the No Claim Rebate as follows:

| Period if insurance                         | No Claim Rebate<br>(of 12 consecutive calendar months) |
|---|--|
| the preceding year                          | 10%  |
| the preceding two or more consecutive years | 20%  |

other than above no rebate applies

Should the Company consent to a transfer of interest in this policy the period during which the interest was in the transferor shall not accrue to the benefit of the transferee.



## MEMORANDA

### 1. Premium adjustment clause

If this section is issued on a non-specified vehicle basis, the Insured shall submit to the Company at the end of each period of insurance a declaration of the total number of vehicles owned, hired or leased at such expiry date. The Company shall, upon receipt of this declaration, make a premium adjustment of 50% of the annual rate per vehicle applied to the difference in the number of vehicles at inception or renewal and the number declared.

### 2. War clause

In respect of sub-sections B and C only, General exception 1 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.

### 3. Spare parts clause

In the event of any part being unprocurable as a standard (ready manufactured) article within the Republic of South Africa, the liability of the Company 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 maker's latest list price operative in the Republic of South Africa and the reasonable cost of freight, other than by air, and current labour charge applicable thereto.

## SPECIFIC CONDITIONS

### 1. Vehicle security/immobiliser

- (a) If the company specify that a particular type of security system must be installed to 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.
- (b) 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.
- (c) The company shall not be liable in respect of any loss or damage arising from such theft of such vehicle if the insured:
  - (i) fails to install any required security device or to engage and/or activate it prior to the theft of the vehicle;
  - (ii) cancel the service agreement;
  - (iii) fails to pay any subscription due in terms of such agreement.

In the event that the company specify 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 tracking unit is operational and armed at all times.

### 2. Unavailable parts

If a part necessary for the repair of the insured vehicle is not available in the Republic of South Africa as a standard (ready made) part, the company will pay an amount equal to the value of that part at the time of the loss or damage. The amount includes the reasonable cost to transport the part (excluding air transport). The value of the part will be determined according to the price stated in the most recent catalogue or price list applicable to the insured vehicle.

## MACHINERY BREAKDOWN AND CONSEQUENTIAL LOSS (Index Section 22)

This Policy and the Schedule attached hereto shall be read as one contract and any word or expression to which a specific meaning has been attached in any part of the Policy or Schedule shall bear such specific meaning wherever it may appear.

In consideration of the payment of the Premium by or on behalf of the Insured.

The Company will indemnify the Insured up to the Sum Insured and other amounts specified by payment or at its option by replacement, reinstatement or repair of the property insured in respect of the DEFINED EVENTS in accordance with the provisions of the Insurance incorporated herein subject to its terms and exceptions as well as the General Conditions and General Exceptions of this Policy.

Provided always that the due observance and fulfillment by or on behalf of the Insured of the terms and conditions of this Policy insofar as they relate to anything to be done or complied with by the Insured and the truth of any statements made by or on behalf of the Insured in connection with the application for this insurance (which statement together with any declaration signed by or on behalf of the Insured shall be the basis of the contract and are to be regarded as incorporated herein) shall be conditions precedent to the Company's liability under the Policy.

### SECTION 1 – MACHINERY BREAKDOWN INSURANCE

#### DEFINED EVENTS

Sudden and unforeseen physical damage from any cause not hereinafter excluded to any Machinery described in the Schedule, occurring at the Premises and during the Period of Insurance, while such Machinery is:

- (a) at work or at rest;
- (b) being dismantled for the purpose of cleaning, inspection, overhaul or removal to another position or in the course of these operations themselves or subsequent re-erection.

#### SPECIAL EXCEPTIONS

This Policy does not cover:

1. Damage due to fire, extinguishing of the fire or subsequent demolition, lightning, explosion, impact by animals or vehicles, aircraft or other aerial devices or articles dropped therefrom, theft, malicious act, collapse of buildings, subsidence, landslide, escape of water from water containing apparatus, storm, wind, water, hail, snow, earthquake (whether arising from mining operations or otherwise), volcanic eruption or other convulsions of nature.  
  
The term explosion does not include bursting or disruption of turbines, compressors, transformers, oil immersed switchgear, cylinders of steam engines, hydraulic cylinders, flywheels or other apparatus subject to centrifugal force.
2. Damage resulting from experiments, overloads, tests or misapplication of tools.
3. Damage for which the manufacturer, supplier or lessor is responsible.
4. Any costs of replacing, reinstating or making good:
  - (a) wear and tear and gradual deterioration;
  - (b) expendable parts and tools such as but not limited to valves, tubes, belts, chains, seals, bits, cutters, knives, blades, dies, patterns, rollers, sieves unless caused by external means or in connection with other insured damage;
  - (c) foundations and masonry.
5. The amount specified in the Schedule as the Deductible.

## SPECIAL CONDITIONS

1. SUM INSURED – By express agreement between the parties the Sum Insured shall at all times be the New Replacement Value of each item of Machinery including freight dues, customs duties and erection costs.
2. UNDERINSURANCE – If the Sum Insured on any item at the time of a loss is less than the amount required to be insured then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly.
3. BASIS OF INDEMNITY – Subject to the Sum Insured the liability of the Company shall be limited to the costs of repair or replacement of the Machinery as follows:
  - (a) Partial Damage – Where the Machinery can be repaired the Company will pay the costs reasonably and necessarily incurred to restore it to its state of serviceability immediately before the occurrence of the damage but not exceeding the applicable Total Loss indemnity but excluding unless specially provided for herein costs of express delivery, overtime, Sunday and holiday rates of pay.
  - (b) Total Loss – If the cost of repairs as detailed in (a) above equals or exceeds the actual value of the Machinery immediately before the occurrence then such Machinery shall be regarded as a total loss and the Company will pay the actual value of the Machinery immediately before the occurrence which shall be calculated as its New Replacement Value less deduction for use, age and salvage.

Normal dismantling costs will also be paid.

## SPECIAL CLAUSES

### Automatic Reinstatement

No Sum Insured shall be reduced by the amount of any claim paid or payable by the Company but the Insured shall pay to the Company an additional Premium on such amount calculated pro rata from the date of the loss or damage to the end of the Period of Insurance.

### Payments on account

Payments on account will be made on request but in no case shall such payments exceed the Company's total liability. If after any payment on account has been made it is found that the Company is not liable the total amount so paid shall be refunded to the Company.

### Clearance costs

The insurance includes costs necessarily incurred by the Insured in demolishing Machinery, in removing debris from the Premises and in providing, erecting and maintaining any hoardings required during demolition, debris removal and reconstruction following insured damage to such Machinery.

### Consultant's fees

The Sum Insured is declared to include architect's, quantity surveyor's and consulting engineer's fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily and actually incurred in the reinstatement or replacement of the Machinery following insured damage but in no case exceeding 10% of the amount of the loss paid under the appropriate item in respect of such loss or damage.

## SECTION 2 – CONSEQUENTIAL LOSS INSURANCE

### DEFINED EVENTS

Loss following interruption of or interference with the Business in consequence of an Accident as defined to any Machinery described in the Schedule (such accident being hereinafter termed Damage) occurring during the Period of Insurance at the Premises.

### LIMITATIONS

The insurance under Item 1 is limited to LOSS OF GROSS PROFIT due to (a) REDUCTION IN TURNOVER and (b) INCREASE IN COST OF WORKING and the amount payable as indemnity thereunder shall be:

- (a) 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.
- (b) 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 if the Sum Insured by this item be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover where the Indemnity Period is 12 (twelve) months or less or a proportionately increased Annual Turnover where the Indemnity Period exceeds 12 (twelve) months, the amount payable shall be proportionately reduced.

The insurance under item 2 is limited to costs and expenses incurred in producing and certifying any particulars or details required by the Company under the terms of General Condition 3 of this Policy but limited to reasonable payments in respect of:

- (i) additional wages or salaries to the Insured's own employees;
- (ii) additional fees to the Insured's usual Auditors;
- (iii) costs of materials used.

## DEFINITIONS

### Accident

Sudden and unforeseen physical damage to any Machinery described in the Schedule from any cause not excluded from the Machinery Breakdown Section and under which Section payment shall have been made or liability admitted therefore.

### Gross profit – (All standing charges basis)

The Sum produced by adding to the Net Profit the amount of all the Standing Charges of the Business or if there be no Net Profit the amount of the said Standing Charges less the amount of any Net Trading Loss.

**N.B.** For the purposes of this Definition:

- (i) Net Profit means the net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the Business at the Premises after due provision has been made for all Standing and other Charges.
- (ii) Depreciation of buildings, plant, machinery, fixtures and fittings and all salaries and wages (not separately insured hereby, are inter alia deemed to be Standing Charges.

### Gross Profit – (Difference basis)

The amount by which:

- (i) the sum of the Turnover and the amount of the closing stock shall exceed;
- (ii) the sum of the amount of the opening stock and the amount of the uninsured working expenses.

**N.B.** For the purposes of this Definition:

- (i) the amounts of the opening and closing stocks shall be arrived at in accordance with the Insured's usual accounting methods, due provision being made for depreciation;
- (ii) the uninsured working expenses are as described in the Schedule.

### Turnover

The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the Premises.

**Indemnity period**

Shall mean the period during which the Business shall be interrupted or interfered with beginning the number of days specified in the Schedule after the occurrence of the Accident and ending not later than the number of months specified in the Schedule thereafter.

**Rate of gross profit**

The rate of Gross Profit earned on the Turnover during the Financial year immediately before the date of Damage.

**Annual turnover**

The Turnover during the twelve months immediately before the date of the Damage.

**Standard turnover**

The Turnover during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period.

**Memo 1** – 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 during the Indemnity Period.

**SPECIAL CONDITION**

This insurance shall cease if the Business be wound up or carried on by a liquidator or placed under judicial management or permanently discontinued.

**SPECIAL CLAUSES****Accounts/Auditors**

It is understood and agreed that any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Company under this insurance for the purpose of investigating or verifying any claim hereunder may be produced and certified by the Insured's own Accountants and/or Auditors and their certificate shall be prima facie evidence of the particulars and details to which such certificate relates.

**Accumulation of stocks**

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

**Alternative basis of settlement**

In the event of a claim under this insurance, adjustment may be based on Turnover, sales, value of output, input, throughput or any other such index as will afford the most equitable result and except in the definition of Turnover. The word Turnover, wherever used in this insurance, shall be read as the term applicable to such index as may be selected. Provided that when the loss is based on an index other than Turnover, the Turnover shall mean the index selected converted to sales value based on the average selling price to customers.

**Automatic Reinstatement**

No Sum Insured hereby shall be reduced by the amount of any claim paid or payable by the Company but the Insured shall pay to the Company an additional Premium on such amount calculated pro rata from the date of the loss or damage to the end of the Period of Insurance.

**Departmental**

If the Business is 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 Damage, 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 damage or not) to the relative Annual Turnover thereof, the amount payable shall be proportionately reduced.

### New business

For the purpose of any claim arising from Damage occurring before the completion of the first year's trading of the Business at the Premises the terms Rate of Gross Profit, Annual Turnover and Standard Turnover shall bear the following meaning and not as within stated:

**Rate of gross profit** – The Rate of Gross Profit earned on the Turnover during the period between the date of the commencement of the Business and the date of the Damage.

**Annual turnover** – The proportional equivalent, for a period of twelve months of the Turnover realised during the period between the commencement of the Business and the date of the Damage.

**Standard Turnover** – The proportional equivalent, for a period equal to the Indemnity Period, of the Turnover realised during the period between the commencement of the Business and the date of the Damage.

to which such adjustments shall be to which such adjustments shall be provide for the trend of the Business and for variations in or special 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 the relative period after the Damage.

### Payments on account

Payments on account may be made to the Insured monthly during the Indemnity Period if desired but in no case shall such payments exceed the Company's total liability and provided that if after payment on account has been made it is found that the Company is not liable the amount so paid shall be refunded to the Company.

### Premium rebate

In the event of the Gross Profit earned during the accounting period of twelve months most nearly concurrent with any Period of Insurance as certified by the Insured's Auditors being less than the Sum Insured by Item 1 hereof a pro rata return of Premium not exceeding 50% of the Premium paid on such Sum Insured for such period of insurance will be made in respect of the difference. If any Damage 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 Damage.

### Material damage – Excess waiver

It shall not be a condition precedent to liability that payment shall have been made or liability admitted under the Machinery Breakdown Section issued by the Company on the Machinery if no such payment shall have been made nor liability admitted solely owing to the operation of a proviso in such insurance excluding liability for Damage below a specified amount.

### Material damage – Manufacturer, supplier or lessor responsible

It shall not be a condition precedent to liability that payment shall have been made or liability admitted under the Machinery Breakdown Section issued by the Company on the Machinery if no such payment shall have been made nor liability admitted solely owing to the operation of a proviso in such insurance excluding liability for Damage for which the manufacturer, supplier or lessor is responsible.

## CONTRACT WORKS PLANT AND PUBLIC LIABILITY (Index Section 23/24/25)

### GENERAL EXTENSIONS

#### 1. Malicious Damage

This Policy covers loss or damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such loss or damage other than loss of or 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:

- (a) Loss or damage related to or caused by fire or explosion.
- (b) Consequential or indirect loss or damage of any kind or description whatsoever.
- (c) Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
- (d) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- (e) Loss or damage related to or caused by any occurrence referred to in General Exception 1. A. (i), (ii), (iii), (iv), (v) or (vi) of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with such occurrence.

If the Company alleges that by reason of provisos (a), (b), (c), (d) or (e) loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on the Insured.

### CONTRACT WORKS INSURANCE

#### EVENTS INSURED AGAINST

Loss or physical damage to the Property Insured by:

1. Malicious Damage as defined in the General Extension.
2. The deliberate or wilful or wanton act of any person in the course of theft or any attempt thereof.
3. Any other cause or in any circumstances not excluded from this insurance.

Occurring during the Construction and/or Patent Defects Liability Periods.

#### BASIS OF SETTLEMENT OF LOSS

In the event of loss or damage the Basis of Settlement shall be the reasonable cost of repairing, replacing or reinstating the lost or damaged property and shall include:



- (a) expediting expenses, express delivery charges (including airfreight) and overtime, Sunday and/or holiday rates of pay to the extent that such expenses charges and rate were included in the Contractor's tender or negotiated price;
- (b) establishment and supervisory charges incurred in connection with repair, reinstatement or replacement;
- (c) cost incurred in the removal of debris, dismantling or demolition of structures, shoring or propping up of any part of the Property Insured and in providing, erecting and maintaining any hoarding required during dismantling, demolition, site clearing or reconstruction or in protecting the Property Insured against imminent further loss or damage or in minimising such loss or damage and the cost of restoring the site in conformity with the requirements of Public Authorities or Government Department before work is allowed by such Authorities or Department to proceed;
- (d) professional fees incurred in connection with the repair, reinstatement or replacement of the Property Insured and/or dismantling, demolition, shoring or propping up or in the erection of hoardings as provided for in (c) above (but not fees incurred in connection with the preparation of a claim);
- (e) fire brigade charges and the cost of restoring fire extinguishing equipment.

PROVIDED ALWAYS that the liability of the Company in respect of any one event or occurrence shall not exceed the applicable Sum Insured or Limit of Indemnity.

## DEFINITIONS

1. **Contract** shall mean a Contract of the type listed in the Schedule awarded to the Insured in connection with the Business during the time this insurance remains in force and in connection with which the Construction Period commenced during that time. Provided that at the time of award:
    - (i) **Construction Period** was estimated not to exceed the number of months;
    - (ii) **Final Contract Value** was estimated not to exceed the amount stated in the Schedule.
  2. **Construction Period** shall commence when any of the Property Insured becomes at the risk of the Insured and shall cease on commencement of the Patent Defects Liability Period.
  3. **Patent Defects Liability Period** shall be for the number of months not exceeding 12 (twelve) in all specified in the Contract beginning on the date of issue of the Certificate of Practical Completion.
  4. **Final Contract Value** shall mean the Final Contract Price payable to the Insured and (if not included in the Final Contract Price) the replacement value of any materials or other items of the Property Insured supplied or to be supplied by the Employer.
  5. **Contract Site** is as more particularly described in the Contract documents and deemed to include so much of the adjacent areas as may be used for the purpose of the Contract.
  6. **Property Insured** shall mean the permanent and temporary works erected or in course of erection and the materials and other things intended for incorporation therein all whilst:
    - (i) on or about the CONTRACT SITE;
    - (ii) in transit thereto or therefrom;
    - (iii) in temporary storage,

all being the property of the Insured or for which the Insured is responsible or required to insure, to the extent that a limit of indemnity is stated in the Schedule.
  7. **Sum Insured** shall mean, as regards any one insured Contract, the actual value at risk but not exceeding the original estimated Final Contract Value plus the original estimated Final Contract Value of any additional work awarded in respect of the said Contract by more than the Escalation percentage shown in the Schedule.
- Provided that the Sum Insured shall never exceed the Final Contract Value Limitation plus the Escalation percentage both as stated in the Schedule.

8. **The Insured** shall:
  - (a) be the Contractor and the Employer for their respective rights and interests and to the extent required by the Contract Conditions;
  - (b) include any Sub-Contractor in respect of his own Sub-Contract works and to the extent required by the Contract Conditions in respect of the balance of the Contract works. Provided that such Sub-Contractor shall be subject to the terms, exceptions and conditions applicable to this insurance as though named as an insured party.
9. **Temporary Works** shall mean form work and other constructional equipment (other than mobile plant) including temporary structures especially designed and constructed for the Contract and not intended for reuse on other contracts and only to the extent the value is included in the Contract Price.
10. **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 **"elemental perils"** shall mean loss or damage arising out of storm, tempest, water, subsidence or collapse.

The term **"theft perils"** shall mean loss or damage arising out of theft, malicious damage and vandalism.

The term **"other perils"** shall mean loss or damage arising from any other cause.

## SPECIAL EXCEPTIONS

This insurance does not cover:

1. Any costs of replacing, reinstating or making good any defective condition (which shall mean defective work, material or design or normal wear and tear or gradual deterioration) but this exception shall not apply to loss of or damage to any other part of the Property Insured free of such condition caused by an accident resulting from such defective condition.
2. Damage to:
  - (a) any used machinery forming part of the permanent works and any machinery forming part of the temporary works by its own electrical or mechanical breakdown or explosion;
  - (b) any new machinery forming part of the permanent works by its own electrical or mechanical breakdown or explosion occurring after it has operated under load conditions (whether before or after the introduction of feed stock or other raw materials) for 28 days but such 28 days limit shall be exclusive of any period during which hydraulic tests, continuity tests, insulation tests and individual tests and individual operation of auxiliaries have been carried out.
3. Unexplained shortages or shortages revealed only by routine stock-taking or inventory.
4. Loss or damage to the permanent works or any part thereof occurring during the Patent Defects Liability Period other than:
  - (a) from a cause occurring prior to the commencement of the Patent Defects Liability Period;
  - (b) from any act or omission of the Contractor his servants or agents in the course of any work carried out in pursuance of the Contractor's obligations in terms of the Contract prior to the issue of the Certificate of Final Completion.
5. Consequential loss of whatsoever nature other than as provided in Special Exception 1.
6. Loss or damage occurring during air transit commencing outside the territorial limits stated in General Exception 6 or during any ocean voyage or during continuation of any such air transit or ocean voyage where such loss or damage is discovered only upon unpacking and examination and cannot be related to a specific event occurring during any continuation transit (unless the property had been examined for damage and found to be in a good order before onward transit).
7. Loss or damage occurring after:
  - (a) the termination of the Contract by the Employer or the Contractor or the withdrawal of the Contractor from the Contract;
  - (b) the interruption or cessation of construction work from any other cause for a period exceeding 90 consecutive days.

8. The amount(s) of the Deductible(s) specified in the Schedule.
9. Loss, theft or damage to materials caused by or attributable to the dishonesty of any Director, Partner or Employee of the Insured or Principal.

### **SPECIAL CONDITIONS**

1. The Premium for this insurance is provisional only and is adjustable on the Insured's turnover in respect of Contracts insured hereunder which for the purpose hereof shall mean:
  - (i) total receipts for work performed and, if not included in such receipts,
  - (ii) the total value of all materials or items supplied by any Employer, and
  - (iii) the amount of any claim in excess of R10 000 paid under this insurance.

Within a reasonable time after the end of each Period of Insurance the Insured shall declare to the Company the actual turnover during the past Period of Insurance.

2. In the event of any material alteration to any Contract undertaken by the Insured whereby the risk of loss or damage as insured hereby is increased the Insured shall notify the Company as soon as possible. The Premium and other terms and conditions in respect of such Contract shall be subject to adjustment accordingly from the date of such alteration.

### **STANDARD CLAUSES**

#### **1. Tenants**

Where the Contract is for alterations to or additions to an existing structure or involves beneficial or partial occupation this insurance shall not be invalidated by any act or neglect of any tenant.

#### **2. Excluded Contracts**

Notwithstanding the limitations as to Construction Period and Final Contract Value, contracts in excess of the limits stated will be held covered in terms of this insurance but only until the expiry of 30 consecutive days from the commencement of the Construction Period or until a specific insurance is arranged, whichever first occurs.

#### **3. Automatic Reinstatement**

The Sum Insured shall not be reduced by the amount of any claim paid or payable by the Company.

### **CONTRACTORS PLANT INSURANCE**

#### **EVENTS INSURED AGAINST**

Loss of or physical damage to the Property Insured during the Period of Insurance by:

1. Malicious Damage as defined in the General Extension.
2. The deliberate or wilful or wanton act of any person in the course of theft or any attempt thereat.
3. Any other cause or in any circumstances not excluded from this insurance.

#### **BASIS OF SETTLEMENT OF LOSS**

In the event of loss or damage the Basis of Settlement shall be:

##### **1. Partial Damage**

Where the plant can be repaired the basis is the cost reasonably and necessarily incurred to restore it to its state of serviceability immediately prior to the occurrence of the loss or damage but not exceeding the applicable total loss settlement.

OR

##### **2. Total Loss**

Where the cost of repair of partial damage equals or exceeds the actual 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 is the said

actual value which shall be calculated as its new replacement value less deduction for usage and salvage and shall include:

- (a) expediting expenses, express delivery charges (including airfreight) and overtime, Sunday and/or holiday rates of pay not exceeding 50% of the reasonable cost of repair replacement or reinstatement prior to the addition of such expenses, charges or rates of pay;
- (b) establishment and supervisory charges incurred in connection with repair, reinstatement or replacement;
- (c) costs incurred in the removal of debris, dismantling or demolition, shoring or propping up of any part of the Insured Property or in protecting the Insured Property against imminent further loss or damage or in minimising such loss or damage;
- (d) professional fees incurred in connection with the repair, reinstatement or replacement of the Insured Property and/or dismantling or demolition, shoring or propping up (but not fees incurred in connection with the preparation of a claim);
- (e) fire brigade charges and the cost of restoring fire extinguishing equipment;
- (f) costs incurred in removal to the nearest repairers and cost of re-delivery to the site where the loss or damage occurred all reasonably and necessarily incurred by the Insured.

PROVIDED ALWAYS that the liability of the Company in respect of any one event or occurrence shall not exceed the Single Item Value Limit or in all the Sum Insured by the applicable item.

## SPECIAL EXCEPTIONS

This insurance does not cover:

1. Loss or damage:
  - (a) occurring underground in any tunnel shaft or underground works or on, under or over water;
  - (b) due to wear and tear, rust, mildew, deterioration, oxidation, corrosion or to any property's own explosion, breakdown or derangement but this exception shall not exclude consequential loss or damage to other parts of such property;
  - (c) to any railway locomotive or rolling stock, aircraft or watercraft;
  - (d) to any item of self-propelled plant whilst being driven with the knowledge and consent of the Insured by an unlicensed driver in circumstances where the law of the applicable territory requires that the driver should be licensed;(e) caused by or arising out of the ingress of foreign bodies or materials into the mechanical or electrical working of any item of plant;
  - (f) to cutting edges of tools, pipes, chains, cables, rollers, ropes, rods or bits;
  - (g) to tyres unless the vehicle is damaged at the same time;
  - (h) to any crane arising out of any multi-crane operation.
2. Depreciation or consequential loss of whatsoever nature except as provided in:
  - (a) Special Exception 1 (b).
  - (b) Extension 1 – Continuing Hire Charges.
3. Unexplained shortages or shortages revealed only by routine stock-taking or inventory or which results directly from the dishonesty of any Director, Partner or Employee of the Insured.
4. The amount of the Deductible specified in the Schedule in respect of all loss or damage arising out of any one event or occurrence.

## SPECIAL CONDITIONS

### 1. Sum Insured/Single Item Value Limit

The Sum Insured by Parts A and B of the Schedule is required at all times to be the NEW REPLACEMENT VALUE of each item of plant including tax, freight dues and customs duties.

## SPECIAL DEFINITIONS

1. **Construction Plant and Equipment** shall include scaffolds, hoists and temporary buildings but shall exclude consumables, lifts, cranes, mobile mechanically propelled plant and electrical hand tools.
2. **Mobile Mechanically Propelled Plant** shall exclude lifts and cranes.
3. **Mobile Cranes** shall exclude lifts and tower cranes.
4. **All Insured Plant** shall:
  - (i) Under Part A of the Schedule be owned or leased by the Insured.
  - (ii) Under Part B of the Schedule be hired in by the Insured under forms of Contract no more onerous than the standard form of the Contractors Plant Hire Association and acquired for use on contract sites in the course of the Business and so described in the Insured's books.
5. **Single Item Value** shall mean new replacement value calculated as set out in Special Condition 1.

## STANDARD CLAUSES

1. **Automatic Reinstatement**  
 Unless otherwise requested by the Insured, no Sum Insured shall be reduced by the amount of any claim paid or payable by the Company and the Insured shall pay to the Company a pro-rata Premium on such amount from the date of the loss or damage to the end of the current Period of Insurance.
2. **Interest of Employer**  
 Where in terms of any Contracts the Insured Property or any part thereof is deemed to become the property of the Employer and the Insured is required to insure such property in the joint names of the Employer and the Insured the interest of the Employer is deemed to be noted hereon.
3. **Average**  
 If the Sum Insured on any item insured under Parts A and B of the Schedule at the time of loss or damage is less than the amount required to be insured 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.
4. **Provisional Premium – Hire In Plant**  
 The portion of the Premium which relates to Property Insured under Part B of the Schedule is provisional only.  
 At the end of each Period of Insurance the Insured shall declare the actual hire fees incurred during that period and the Company shall adjust the Premium accordingly subject to the minimum Premium. Every item of Part B of the Schedule shall be separately subject to this provision.
5. **Rehiring**  
 It is understood that in the case of 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 Company.

## EXTENSION (APPLICABLE ONLY IF RECORDED IN THE SCHEDULE)

1. **Continuing Hire Charges**  
 In the event of loss or damage to Property insured under Part B of the Schedule this Policy extends to cover the Continuing Hire Charges for which the Insured is liable in terms of the Hiring Agreement,  
 PROVIDED THAT:
  - (a) the amount payable shall not exceed in respect of one event or occurrence the amount stated in the Schedule;
  - (b) the period in respect of which payment shall be made under this extension shall commence 72 hours after the occurrence of the loss or damage and shall end not later than the period stated in the Schedule thereafter.

## PUBLIC LIABILITY INSURANCE

### EVENTS INSURED AGAINST

- (a) Accidental bodily injury to or accidental death, disease or illness of a person.
- (b) Accidental loss of or damage to material property occurring in connection with the Business or as a result of any defect in on or about any premises occupied by the Insured for the purposes of the Business.

The indemnity being all sums that the Insured shall become legally liable to pay as damages arising out of the events insured against, including any costs and expenses incurred by the Insured with the Company's consent and any claimant's costs recoverable from the Insured.

### SPECIAL EXCEPTIONS

The Company will not indemnify the Insured in respect of:

1. Bodily injury to or death, disease or illness of persons employed by the Insured under a contract of service or apprenticeship if such injury, death, disease or illness arises out of and in the course of such employment.
2. Loss of or damage to any contract works plant or materials in the charge of the Insured or to property owned or held in trust or on commission by or leased, let, rented, hired or lent to the Insured or for which the Insured has otherwise assumed or acquired responsibility.
3. Loss of or damage to that part of any property on which the Insured is or has been working if such damage results directly from such work.
4. Any costs of making good defective workmanship and/or defective materials.
5. Any bodily injury, death, disease, illness, loss or damage:
  - (a) caused by or resulting from the design of any permanent works by the Insured or the Insured's servants or agents;
  - (b) caused by or through or in connection with the ownership, possession or use by or on behalf of the Insured or any Sub-Contractor employed by the Insured of any mechanically propelled vehicle or any trailer or any aircraft, watercraft, locomotive or rolling stock: Provided that this Exception shall not apply to liability arising out of the operation of mobile plant as a tool of trade or caused or arising in connection with the loading or unloading of any vehicle but only in so far as such injury or damage is not insured by any other insurance policy or is not required to be insured in terms of any enactment or proclamation relating to the use or ownership of vehicles;
  - (c) caused by or through or in connection with:
    - (i) the refuelling of aircraft;
    - (ii) the ownership, possession, maintenance, operation or use of aircraft or airline;
    - (iii) the ownership, hire or leasing of any airport or airstrip.
6. Liability for loss of or damage to property arising out of the removal or interference with support to any property, land or building.
7. Liability assumed by agreement (other than the exempt agreements) that would not have attached in the absence of such agreement.
8. Claims resulting from the carrying out by or on behalf of the Insured of the Excluded Contracts.
9. The amount of any deductible referred to in the Schedule in respect of claim for loss of and damage to property.
10.
  - (a) Liability in respect of any death, bodily injury, disease, illness, loss or damage directly or indirectly caused by seepage, pollution or contamination provided always that this Exception shall not apply to liability in respect of death, disease, bodily injury or loss of or damage to material property or loss of use of such property where such seepage, pollution or contamination is caused by a sudden unintended and unexpected happening during the Period of Insurance.
  - (b) The cost of removing, nullifying or cleaning up, seeping, pollution or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the Period of Insurance.

11. Fines, penalties, punitive, exemplary or vindictive damages.
12. Any bodily injury, death, disease, illness, loss or damage caused by or through or in connection with the manufacture, possession or use of explosives.

## SPECIAL MEMORANDUM

1. General Exception 1 is cancelled and replaced by the following:  
“This Insurance does not cover 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”.

## SPECIAL DEFINITIONS

### 1. Excluded Contracts

All contracts connected with the underground working of any colliery or mine, foul berthing, stevedoring work, any work at or about or connected with docks, harbours, piers, break-waters or harbour or dock-side services or installations of any kind, sewerage reticulation or water reticulation or drainage schemes or contracts involving the laying of pipes or cables in, along or across roads, streets or thoroughfares, carried out on behalf of any Government Department, Public Authority, Public Utility Company or Township Owner.

### 2. Exempt Agreements

1. The Conditions of any Contract.
2. The Conditions of any Sub-Contract.
3. Agreements for the hire or loan of construction plant or the supply of materials or consumables.
4. Agreements with or indemnities given to any central or local governments or authority or statutory body and the S.A. Transport Services.
5. Agreements with public supply authorities.
6. Any additional exempt agreement specified in the Schedule.

## SPECIAL CONDITIONS

1. The Premium for this insurance is provisional only and is adjustable on the Insured's Turnover in respect of Contracts insured hereunder which for the purpose hereof shall mean:
  - (i) total receipts for work performed and, if not included in such receipts;
  - (ii) the total value of all materials or items supplied by any Employer.

Within a reasonable time after the end of each Period of Insurance the Insured shall declare to the Company the actual Turnover during the past Period of Insurance.

## STANDARD EXTENSIONS

1. Provided that the Limit of Indemnity is not thereby exceeded, the Company will also indemnify in like manner to the Insured as though a separate insurance has been issued to each:
  - (i) **Directors, Members (if the Insured is a close Corporation) and Employees**  
Any director, member or employee of the Insured against any claim for which the Insured is entitled to indemnity under this insurance.
  - (ii) **The Insured's Legal Personal Representatives**  
In the event of the Insured's death, the legal personal representatives of the Insured in respect of liability incurred by the Insured before his death.
  - (iii) **Contract Employers**  
To the extent required by the General Conditions of Contract and in connection with any liability arising from the performance of the contract, any Employer named in any contract entered into by the Insured for the purpose of the Business.



**(iv) Social and Sports Clubs, etc.**

In respect of the activities of any of the Insured's social or sports club welfare organisations, first aid fire or ambulance services or the like:

- (a) any officer or member thereof;
- (b) any visiting sports team or member thereof.

For the purpose of these Extensions each party entitled to indemnity hereunder shall observe, fulfil and be subject to the terms, exceptions and conditions of this insurance in so far as they can apply.

2. The Company will also indemnify the Insured in terms of this insurance:

**(a) Parking Facilities**

Notwithstanding Special Exception 2 against liability for loss of or damage to any vehicle, its contents and accessories, the property of customers, employees, tenants or visitors of the Insured making use of parking facilities provided by the Insured.

**(b) Tenants Liability**

Notwithstanding Special Exception 2 against liability as tenant of any premises occupied for the purpose of the Business for loss of or damage to such premises.

**(c) Food Poisoning**

Against liability resulting from the preparation or supply of foodstuffs or beverages for consumption on or about the Insured's premises or contract sites.

**(d) First Aid**

Against liability arising out of First Aid or other treatment given or made available by the Insured in connection with accident and/or illness.

**(e) World-wide Travel**

Notwithstanding General Exception 6 in respect of directors, members (if the Insured is a Close Corporation) and Employees whilst travelling anywhere in the world other than the United States of America and Canada for the purposes of the Business.

**(f) Removal of Support Risk**

Notwithstanding Special Exception 6 in respect of liability arising out of any work involving removal of or interference with support to any property, land or building provided that such work did not involve or require under-pinning ground or rock anchoring, shoring, propping, needling and/or dewatering.

The liability of the Company is limited to R25 000 in all in respect of any one contract site. Provided further that this Extension shall not apply when a specific support risk insurance has been arranged.

**(g) Unattached Trailers**

Special Exception 5 (b) shall not apply in respect of any trailer not attached to and not having become unintentionally detached from any mechanically propelled vehicle provided that the Company shall not be liable hereunder in respect of so much of any liability:

- (i) which is insured by or would but for the existence of this insurance be insured by any other policy or policies effected by the Insured;
- (ii) as falls within the scope of any compulsory third party insurance legislation notwithstanding that no such insurance is in force nor has been effected.

**(h) Emergency Medical Expenses**

In respect of reasonable expenses incurred by the Insured for such immediate medical treatment as may be necessary at the time of an accident causing injury to any person who may be the subject of a claim for indemnity by the Insured in terms of this insurance.

**(i) Legal defence costs**

If the Insured so requests, the Company will indemnify any employee, partner or director of the Insured against costs and expenses not exceeding the amount stated in the Schedule incurred by or on behalf of such person with the consent of the Company in defence of any criminal action brought against such person in the course of his occupation with the Insured arising from an alleged contravention of the statutes as herein defined during the period of insurance, provided that:

- (i) in the case of an appeal, the Company shall not indemnify such person unless a senior counsel approved by the Company shall advise that such appeal should, in his opinion, succeed;
- (ii) the Company shall not indemnify such person in respect of any fine or penalty imposed by any magistrate or judge or any loss consequent thereon;
- (iii) such person shall, as though he were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of this policy and this section thereof in so far as they can apply provided always that the limit of indemnity shall not exceed R250 000 any one event and in all during any one period of insurance.

**The Statutes**

The Occupational Health and Safety Act No. 85 of 1993 (as amended)

The Mines and Works Act No. 27 of 1956 (as amended)

The Electricity Act No. 40 of 1958 (as amended)

and/or any other Act or Ordinance pertaining to the supply of Electricity

all as read in conjunction with the Criminal Procedure Act No. 51 of 1977 (as amended).

**(j) Wrongful arrest and defamation**

The defined events are extended to include damages:

- (i) resulting from wrongful arrest (including assault in connection with such wrongful arrest);
- (ii) in respect of defamation,

provided always that the limits of indemnity as stated shall not exceed R50 000 under each of (i) and (ii) and R100 000 in any one (annual) period of insurance.

## STANDARD CLAUSES

**1. Interest of Employer**

Where in terms of any Contract the property insured or any part thereof is deemed to become the property of the Employer and the Insured is required to insure such property in the joint names of the Employer and the Insured the interest of the Employer is deemed to be noted hereon.

**2. Interest of Owner/Lessor**

Where and to the extent required by any Hire Purchase Agreement or Lease Agreement this insurance shall extend to include the interest of the Owner or Lessor as joint Insured.

**3. Cross Liabilities**

Where more than one Insured is named in the Schedule the Company 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 Company shall not exceed the limit of indemnity stated in the Schedule.

## EMPLOYERS' LIABILITY INSURANCE

### 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.

## THE 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 Company'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

Anywhere in the world but not in connection with:

- (i) any business carried on by the Insured at or from premises outside,  
or
- (ii) any contract for the performance of work outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland.

## SPECIFIC EXCEPTIONS

This section does not cover:

- (a) 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;
- (b) liability for disease or impairment attributable to a gradually operating cause which does not arise from a sudden and identifiable accident or event;
- (c) fines, penalties, punitive, exemplary or vindictive damages;
- (d)
  - (i) 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 Swaziland;
  - (ii) costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the area described in (d)(i) above;
- (e) any claim arising from an event known to the Insured:
  - (i) which is not reported to the Company in terms of General condition 3;
  - (ii) prior to inception of this section;
- (f) any claim (in the event of cancellation or non-renewal of this section) not first made in writing against the Insured within the 48-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 3 (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 Company.
2. In the event of cancellation or non-renewal of the Policy:
  - (a) any claim resulting from a reported event, first made in writing against the Insured during the 48 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 months will be extended until the expiry of 12 months after the attainment of majority by the claimant;
  - (b) the Insured may report an event in terms of General condition 3 to the Company for up to 15 days after cancellation or non-renewal, provided that:
    - (i) such event occurred during the period of insurance;
    - (ii) 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 month period specified in 2(a) 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:
- (a) on the date that the event was reported by the Insured in terms of General condition 3,  
or
  - (b) 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 Company agrees to extend the period during which the Insured may report an event in terms of General condition 3 for a period to be agreed, but in no circumstances exceeding 36 months (hereinafter referred to as extended reporting period) provided that:

- (a) this option may only be exercised in the event of the Company cancelling or refusing to renew this section;
- (b) this option must be exercised by the Insured in writing within 30 days of cancellation or non-renewal;
- (c) once exercised, the option cannot be cancelled by either the Insured or the Company;
- (d) the Insured has not obtained insurance equal in scope and cover to this section as expiring;
- (e) the Company shall only be liable for a defined event which occurred after the retroactive date but prior to date of cancellation or non-renewal;
- (f) 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;
- (g) the total amount payable by the Company 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;
- (h) any claim made, following a reported event during the extended reporting period, which is first made against the Insured in writing more than 48 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 months is extended until the expiry of 12 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 Company 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:

- (a) 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 Company;
- (b) the principal shall, as though he 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;
- (c) the liability of the Company 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.

## CONSTRUCTION AND ERECTION – SPECIFIC CONTRACT

### PREAMBLE

THIS POLICY and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Policy or Schedule shall bear such specific meaning wherever it may appear.

WHEREAS ONE OF THE PARTIES NAMED AS THE INSURED has applied to the Company for the Insurance hereinafter expressed and in consideration of the payment of the Premium by or on behalf of the Insured, THE COMPANY will indemnify the Insured subject to the Conditions and the Exceptions of this Policy in accordance with the terms and conditions of the Schedule and of any endorsements hereto.

PROVIDED ALWAYS that the due observance and fulfilment by or on behalf of the Insured of the Conditions of this Policy insofar as they relate to anything to be done or complied with by the Insured and the truth of any statements made by or on behalf of the Insured in connection with the application for the Insurance (which statements together with any declaration signed by or on behalf of the Insured shall be the basis of this contract and shall be regarded as incorporated herein) shall be conditions precedent to the Company's liability under this Policy.

### GENERAL DEFINITIONS

#### Construction period

The Construction period shall commence when any of the Property insured becomes at the risk of the Insured on or after the first date shown in the Schedule and will cease on or before the second date shown in the Schedule. Should the works not be completed by the second date the construction period may be extended for the time required for the practical completion of the Contract, provided that the terms for such extension are agreed prior to extension of the period.

#### Patent defects liability period

The Patent Defects Liability Period shall be the number of months shown in the Schedule beginning on the date of the issue of the Certificate of Practical Completion.

#### Period of insurance

The Period of Insurance shall be the Construction and the Patent Defects Liability Period combined but will terminate:

- (a) on the termination of the Contract by the Employer or the Contractor or the withdrawal of the Contractor from the Contract;
- (b) in the event of the interruption or cessation of construction work from any other cause for a period exceeding 90 consecutive days.

### GENERAL EXTENSIONS

#### Malicious damage extension

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

- (a) Loss or damage related to or caused by fire or explosion;
- (b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- (c) loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
- (d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- (e) loss or damage related to or caused by any occurrence referred to in General Exception 1 A (i), (ii), (iii), (iv), (v) or (vi) of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with such occurrence.

If the Company alleges that by reason of provisos (a), (b), (c), (d) or (e) loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on the Insured.

**SECTION I – MATERIAL DAMAGE INSURANCE**

The Company will indemnify the Insured in accordance with the Basis of Settlement of Loss contained herein against loss of or physical damage to the Property Insured occurring during the Period of Insurance from any cause not herein excepted.

**SPECIAL EXCEPTIONS TO SECTION I**

The Company will not indemnify the Insured under this Section in respect of:

- 1. Any costs of replacing, reinstating or making good any defective condition (which shall mean defective work, material or design or normal wear and tear or gradual deterioration) but this exception shall not apply to loss or damage to or any other part of the Property Insured free of such condition caused by an accident resulting from such defective condition.
- 2. Loss of or damage to:
  - (a) any locomotive, rolling stock, aircraft or watercraft;
  - (b) any trailer or mechanically propelled vehicle other than construction machinery acquired for use on contract sites as a tool of trade and which is specifically insured hereunder;
  - (c) cash bank notes, cheques, stamps, postal or money orders or securities of any kind.
- 3. Damage to:
  - (a) any used machinery forming part of the permanent works or any construction machinery or lift crane or hoist by its own electrical or mechanical breakdown or explosion;
  - (b) any new machinery forming part of the permanent works by its own electrical or mechanical breakdown or explosion occurring after it has operated under load conditions (whether before or after the introduction of feed stock or other raw materials) for 28 days but such 28 days limit shall be exclusive of any period during which hydraulic tests, continuity tests, insulation tests and individual operation of auxiliaries have been carried out.
- 4. Unexplained shortages or shortages first evidenced only by a routine stock-taking or inventory.
- 5. Loss of or damage to the permanent works or any part thereof occurring during the Patent Defects Liability Period other than:
  - (a) from a cause occurring prior to the commencement of the Patent Defects Liability Period and manifesting itself during this period;
  - (b) from any act or omission of the Contractor, his servants or agents in the course of any work carried out in pursuance of the Contractor's obligations in terms of the Contract prior to the issue of the Certificate of Final Completion.
- 6. Consequential loss of whatsoever nature other than as provided for in Special Exception 1.

7. Loss or damage occurring during air transit commencing outside the territorial limits stated in General Exception 4 or during any ocean voyage or during continuation of any such air transit or ocean voyage where such loss or damage is discovered only upon unpacking and examination and cannot be related to a specific event occurring during any continuation transit (unless the property had been examined for damage and found to be in a good order before onward transit).
8. The amount of any deductible specified in the Schedule.
9. Loss, theft or damage to materials caused by or attributable to the dishonesty of any Director, Partner or employee of the Insured or Principal.

## DEFINITIONS

### Additional reconstruction costs

The Insurance by Item No. 4 is limited to the Additional Cost to the Insured of RECONSTRUCTION to the original specification of the Property Insured by Item 1 following loss or damage insured herein and the amount payable as indemnity thereunder shall be:

“the amount by which the cost of RECONSTRUCTION of the Permanent and Temporary Works shall exceed the Sum Insured by Item 1 (a)”.

### Contract site

The Contract Site is as more particularly described in the Contract documents and deemed to include so much of the adjacent areas as may be used for the purpose of the Contract.

### Deductible

The 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 “**elemental perils**” shall mean loss or damage arising out of storm, tempest, water, subsidence or collapse.

The term “**theft perils**” shall mean loss or damage arising out of theft, malicious damage or vandalism.

The term “**other perils**” shall mean loss or damage arising from any other cause.

### Escalation factor

Should the cost of execution of the Contract Works exceed the Sum Insured stated in Item 1 (a) of the Schedule such Sum Insured will be automatically increased by an amount not exceeding the Escalation Factor specified in the Schedule.

### Temporary works

The term “Temporary Works” shall mean form work and other constructional equipment including temporary structures especially designed and constructed for the Contract and not intended for re-use in other Contracts.

## SPECIAL CLAUSES/PROVISIONS

### Automatic reinstatement

No Sum Insured by this Section shall be reduced by the amount of any claim paid or payable by the Company and the Insured shall pay to the Company a pro rata additional premium on such amount (if it exceeds R10 000) calculated from the date of the loss or damage to the end of the Period of Insurance.

### Average (Plant only)

If the new replacement value of the Property Insured at the time of any loss or damage shall be 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 proportion of the loss or damage accordingly. Every item insuring Plant shall be separately subject to this provision.

### Malicious damage (Theft)

This Section is extended to cover loss or damage by the deliberate or wilful or wanton act of any person in the course of theft or any attempt thereat.

### Payments on account

Payments on Account will be made on request but in no case shall such payments exceed the Company’s total liability; if after any Payments on Account have been made it is found that the Company is not liable the total amount so paid shall be refunded to the Company.



**Sub-contractors**

The term “The Insured” shall include any Sub-Contractor in respect of his own sub-contract works and to the extent required by the Contract conditions in respect of the balance of the Contract Works. Provided that such Sub-Contractor shall be subject to the terms, exceptions and conditions applicable to this Section of the Policy as though named as an insured party.

**Tenants**

Where the Contract is for alterations to or additions to an existing structure or involves beneficial or partial occupation this insurance shall not be invalidated by any act of neglect of any tenant.

**Basis of settlement of loss**

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:

- (a) expediting expenses, express delivery charges (including airfreight) and overtime. Sunday and/or holiday rates of pay to the extent that such expenses, charges and rates were included in the Contractor’s tender or negotiated price;
- (b) establishment and supervisory charges incurred in connection with repair, reinstatement or replacement;
- (c) cost incurred in the removal of debris, dismantling or demolition of structures, shoring or propping up of any part of the Insured Property and in providing, erecting and maintaining any hoarding required during dismantling, demolition, site clearing or reconstruction or in protecting the Insured Property against imminent further loss or damage or in minimising such loss or damage and the cost of restoring the site in conformity with the requirements of Public Authorities or Government Department before work is allowed by such Authorities or Department to proceed;
- (d) 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 in (c) above (but not fees incurred in connection with the preparation of a claim under Section 1);
- (e) fire brigade charges and the cost of restoring fire extinguishing equipment.

**SPECIAL EXTENSIONS****1. Removal of debris – Additional cover**

The Insurance by this Extension is in respect of costs necessarily incurred by the Insured in removing debris, silt and water, regaining access to the works and in restoring original working conditions following an occurrence insured by this Policy notwithstanding that there is no loss of or damage to the Property Insured.

**2. Surrounding property**

The Insurance by this Extension is to indemnify the Insured against loss of or physical damage to property located on or adjacent to the Contract Site and belonging to or held in the care, custody or control of any of the parties comprising the Insured (including Sub-Contractors) provided that such loss or damage occurs as a direct result of the execution of the Contract and that the term property does not include any construction plant and machinery or equipment or any existing structures being altered or added to and any property contained therein belonging to the Employer or for which the Employer is responsible.

PROVIDED THAT the Company’s liability shall in respect of any one event or occurrence be limited to the Sums Insured stated in the Schedule for these Extensions.

**SECTION II – PUBLIC LIABILITY INSURANCE**

The Company will indemnify the Insured under this Section of the Policy against all sums the Insured shall become legally liable to pay as damages in respect of:

- (a) accidental bodily injury to or accidental death, disease or illness of person;
- (b) accidental loss of or damage to material property;

occurring during the Period of Insurance and caused by the Contractor’s servants or agents (including Sub-Contractors’ servants) in the performance of the Contract or patent defects, liability, work carried out in pursuance of the Contract.

The indemnity being all sums that the Insured shall become legally liable to pay as damages arising out of the events insured against including any costs and expenses incurred by the Insured with the Company's consent and any claimant's costs recoverable from the Insured.

Provided always that the total liability of the Company for all such damages as aforesaid payable in respect of all claims arising out of any one occurrence or event shall not exceed the Limit of Indemnity.

For the purpose of this Section the word "the Insured" shall apply to each insured party as though a separate Policy had been issued to each.

## EXCEPTIONS TO SECTION II

The Company will not indemnify the Insured under this Section in respect of:

1. The liability of any party named as the Insured in respect of bodily injury to, or death, disease, illness of persons employed by that Insured under a contract of service or apprenticeship if such death, injury, disease or illness arises out of and in the course of such employment.
2. Loss or damage to any property insured under Section I of this Policy or any property owned or held in trust or on commission by or leased, let, rented, hired or lent to the Insured or for which the Insured has otherwise assumed or acquired responsibility.
3. Loss or damage to that part of any property on which the Insured is or has been working if such damage results directly from such work.
4. Any bodily injury, death, disease, illness or damage caused by or through or in connection with the possession or use by or on behalf of the Insured or any Sub-Contractor employed by the Insured of any mechanically propelled vehicle or any trailer or any aircraft, watercraft, locomotive or rolling stock; provided that this Exception shall not relieve the Company of liability to indemnify the Insured against damages payable for bodily injury or damage to property arising out of the operation of mobile plant as a tool of trade or caused or arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of any vehicle but only insofar as such injury or damage is not insured by any other insurance policy or is not required to be insured in terms of any enactment or proclamation relating to the use or ownership of vehicles.
5.
  - (a) Liability in respect of any death, disease, bodily injury, illness, loss or damage directly or indirectly caused by seepage, pollution or contamination provided always that this Exception shall not apply to liability in respect of death, disease, bodily injury, illness or loss of or damage to material property or loss of use of such property where such seepage, pollution or contamination is caused by a sudden unintended and unexpected happening during the Period of Insurance.
  - (b) 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 unexpected happening during the Period of Insurance.
6. Fines, penalties, punitive, exemplary or vindictive damages.
7. Liability assumed by agreement (other than the exempt agreements) that would not have attached in the absence of such agreement. For the purpose of this Exception the exempt agreements shall be:
  - 7.1 the Contract Conditions;
  - 7.2 the Conditions of any Sub-Contract;
  - 7.3 agreements for the hire or loan of construction plant or the supply of materials or consumables ;
  - 7.4 agreements with or indemnities given to any central or local government or authority, statutory body and the South African Transport Services;
  - 7.5 agreements with public supply authorities;
  - 7.6 any additional exempt agreement specified in the Schedule.
8. Liability for loss of or damage to property arising out of the removal of or interference with support to any property, land or buildings.
9. Any bodily injury, death, disease, loss or damage caused by or through or in connection with the manufacture, possession or use of explosives.
10. The amount of the applicable deductible for claims in respect of loss of or damage to property.

11. Any bodily injury, death, disease, illness, loss or damage caused by or resulting from the design of any permanent works by the Insured or the Insured's servants or agents.
12. Any costs of making good defective workmanship and/or defective materials.

## EXTENSIONS

PROVIDED THAT the limit of indemnity is not thereby exceeded the Company will also indemnify in like manner to the Insured as though a separate insurance has been issued to each:

### A. Directors

Any Director or Employee of the Insured against any claim in respect of which the Insured is entitled to indemnity under this Section.

### B. The Insured's legal personal representatives

In the event of the death of the Insured the Legal Personal Representatives of the Insured in respect of liability incurred by the Insured before death.

PROVIDED THAT each party entitled to indemnity hereunder shall observe and fulfil and be subject to the terms, exceptions and conditions of this insurance insofar as they can apply.

The Company will also indemnify the Insured in terms of this insurance:

### A. First aid

Against liability arising out of first aid or other treatments given or made available by the Insured in connection with accident or illness.

### B. Food poisoning

Against liability resulting from the preparation or supply of foodstuffs or beverages for consumption on or about the contract site.

### C. Tenants' liability

Notwithstanding Exception 2 against liability as tenant of any premises temporarily occupied for the purposes of the Contract or for loss of or damage to such premises.

### D. World-wide travel

Notwithstanding General Exception 4 in respect of directors and employees whilst travelling anywhere in the world other than the United States of America and Canada for the purpose of the Contract.

### E. Removal of support risk

Notwithstanding Exception 8 the Company will indemnify the Insured in respect of liability arising out of any work involving removal of or interference with support to any property, land or building provided that such work did not involve or require under-pinning ground or rock anchoring, shoring, propping, needling and/or dewatering. The liability of the Company is limited to R25 000 in all in respect of any one contract site. Provided further that this extension shall not apply when a specific support risk insurance has been arranged.

### F. Legal defence costs

If the Insured so requests, the Company will indemnify any employee, partner or director of the Insured against costs and expenses not exceeding the amount stated in the Schedule incurred by or on behalf of such person with the consent of the Company in defence of any criminal action brought against such person in the course of his occupation with the Insured arising from an alleged contravention of the statutes as herein defined during the period of insurance, provided that:

- (i) in the case of an appeal, the Company shall not indemnify such person unless a senior counsel approved by the Company shall advise that such appeal should, in his opinion, succeed;
- (ii) the Company shall not indemnify such person in respect of any fine or penalty imposed by any magistrate or judge or any loss consequent thereon;
- (iii) such person shall, as though he were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of this policy and this section thereof in so far as they can apply,

provided always that the limit of indemnity shall not exceed R250 000 any one event and in all during any one period of insurance.

**The Statutes**

The Occupational Health and Safety Act No. 85 of 1993 (as amended)

The Mines and Works Act No. 27 of 1956 (as amended)

The Electricity Act No. 40 of 1958 (as amended)

and/or any other Act or Ordinance pertaining to the supply of Electricity

all as read in conjunction with the Criminal Procedure Act No. 51 of 1977 (as amended).

**G. Wrongful arrest and defamation**

The defined events are extended to include damages:

- (i) resulting from wrongful arrest (including assault in connection with such wrongful arrest);
- (ii) in respect of defamation,

provided always that the limits of indemnity as stated shall not exceed R50 000 under each of (i) and (ii) and R100 000 in any one (annual) period of insurance.

**SECTION III – EMPLOYERS’ LIABILITY****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.

**THE 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 Company’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**

Anywhere in the world but not in connection with:

- (i) any business carried on by the Insured at or from premises outside,  
or
- (ii) any contract for the performance of work outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland.

**SPECIFIC EXCEPTIONS**

This section does not cover:

- (a) 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;
- (b) liability for disease or impairment attributable to a gradually operating cause which does not arise from a sudden and identifiable accident or event;
- (c) fines, penalties, punitive, exemplary or vindictive damages;
- (d)
  - (i) 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 Swaziland;
  - (ii) costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the area described in (d)(i) above;

- (e) any claim arising from an event known to the Insured:
  - (i) which is not reported to the Company in terms of General condition 3;
  - (ii) prior to inception of this section;
- (f) any claim (in the event of cancellation or non-renewal of this section) not first made in writing against the Insured within the 48-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 3 (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 Company.
2. In the event of cancellation or non-renewal of the Policy:
  - (a) any claim resulting from a reported event, first made in writing against the Insured during the 48 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 months will be extended until the expiry of 12 months after the attainment of majority by the claimant;
  - (b) the Insured may report an event in terms of General condition 3 to the Company for up to 15 days after cancellation or non-renewal, provided that:
    - (i) such event occurred during the period of insurance;
    - (ii) 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 month period specified in 2(a) 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:
  - (a) on the date that the event was reported by the Insured in terms of General condition 3,  
or
  - (b) 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 Company agrees to extend the period during which the Insured may report an event in terms of General condition 3 for a period to be agreed, but in no circumstances exceeding 36 months (hereinafter referred to as extended reporting period), provided that:

- (a) this option may only be exercised in the event of the Company cancelling or refusing to renew this section;
- (b) this option must be exercised by the Insured in writing within 30 days of cancellation or non-renewal;
- (c) once exercised, the option cannot be cancelled by either the Insured or the Company;
- (d) the Insured has not obtained insurance equal in scope and cover to this section as expiring;
- (e) the Company shall only be liable for a defined event which occurred after the retroactive date but prior to date of cancellation or non-renewal;
- (f) 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;
- (g) the total amount payable by the Company 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;

- (h) any claim made, following a reported event during the extended reporting period, which is first made against the Insured in writing more than 48 months after the last day preceding cancellation or non-renewal, shall not be subject to indemnification by this extension. If the claimant is a minor, the period of 48 months is extended until the expiry of 12 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 Company 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:

- (a) 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 Company;
- (b) the principal shall, as though he 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;
- (c) the liability of the Company 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.

## SECTION IV – ADVANCE LOSS OF RENT RECEIVABLE (GROSS REVENUE/ICOW BASIS)

### 1. OBJECT OF INSURANCE

The insurers hereby agree to indemnify the Insured (Principle/Owner) for the actual loss sustained due to a delay in completion of the insured works caused by direct physical loss or damage (hereinafter referred to as "accident") covered under the Policy to which this Section is attached and occurring within the stated Period of Insurance, as defined below.

The cover provided under this Section shall be the actual loss of gross Rental Receivable and increased cost of working and the amount payable as indemnity hereunder shall be:

- (i) in respect of gross rental receivable: the amount by which the gross rental receivable during the indemnity period shall, in consequence of the delay, fall short of the standard gross rental receivable;
- (ii) in respect of increased cost of working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in gross rent receivable which, without such expenditure, would have taken place during the indemnity period, but not exceeding the sum by which such loss amount otherwise payable under this Endorsement is thereby reduced;
- (iii) less any sum saved during the indemnity period in respect of such working expenses and standing charges of the business as may cease or be reduced in consequence of the accident.

If the amount sum insured hereunder is less than the comparative gross rent receivable, the amount payable shall be reduced proportionally.

### 2. DEFINITIONS

#### 2.1 Sums Insured

##### 2.1.1 Gross rent receivable

The amount paid or payable to the Insured for rent receivable.

##### 2.1.2 Comparative gross rent receivable

The gross rent receivable which would have been achieved, had the accident not occurred, during the 12 months after the scheduled date on which gross rent receivable would have commenced to be earned.

### 2.1.3 Standard gross rent receivable

The gross rent receivable which would have been earned, had the accident not occurred, during the indemnity period.

## 2.2 Period of Insurance

The period of insurance shall be stated in the Schedule to this Section. It shall end earlier if and when any unit or part thereof is taken over or taken into use by the Insured. For the purpose of this Section, this shall be deemed to take place on completion of the unit or at the date stated in the Schedule, whichever shall occur first.

### 2.2.1 Indemnity Period

The indemnity period begins with the date upon which, had the accident not occurred, the business would have commenced at the premises, but not prior to the date of completion as stated in the Schedule. The indemnifiable period is the period during which the commencement of the business shall be delayed in consequence of the accident, but it shall not exceed the period of indemnity stated in the Schedule.

### 2.2.2 Deductible Period (Time Excess)

The deductible period runs from the date upon which, had the accident not occurred, the business would have commenced at the premises. When a delay exceeds the deductible period, the indemnity is reduced in the same proportion as the deductible period bears to the indemnifiable period of delay.

## 3. SPECIAL EXCLUSIONS

Insurers shall not be liable for loss of rent receivable and/or increased cost of working resulting from delay, due to loss or damage covered as an endorsement under the Material Damage Section(s) unless it has been specifically agreed in writing.

## SECTION IV – ADVANCE LOSS OF RENT RECEIVABLE (GROSS REVENUE/ICOW BASIS)

1. earthquake, volcanic eruption, tsunami, unless it has been specifically agreed in writing;
2. loss of or damage to surrounding property, construction, machinery, plant and equipment;
3. loss of or damage to operating media or feedstock, shortage, destruction, deterioration of or damage to any materials necessary for the insured business;
4. any restrictions imposed by a public authority, non-availability of funds;
5. alterations, additions, improvements, rectification of defects or faults or elimination of any deficiencies carried out after the occurrence or for any loss due to fines or damages for breach of contract for late or non-completion of orders, or for any penalties of whatever nature.

## 1. DEFINITIONS

### 1.1 Duties of the Insured

The Insured shall take all reasonable steps to complete the building/units as scheduled and shall fully observe any government, statutory, municipal and all other building regulations in force concerning the building and construction of Insured Property.

The insurer's representatives shall at all reasonable times have the right to inspect and examine the buildings and the Insured shall provide the officials of the insurers with all details and information necessary for the assessment of the risk.

The Insured shall periodically furnish the insurers with updated works progress programmes as stated in the Schedule. In the event of a difference between the anticipated and the actual progress of the contract works necessitating a revision of the anticipated date of completion, the insurers and the Insured shall agree to a revised anticipated date of completion in writing which will be endorsed to this Policy.



## 1.2 Change in Degree of Risk

In the event of any material change in the original risks such as:

- 1.2.1 changes of the envisaged works progress programme, testing procedure, etc.;
- 1.2.2 alteration, modification or addition to any item of machinery or work, etc.;
- 1.2.3 departure from prescribed construction or operation conditions;
- 1.2.4 changes in the Insured's interest (such as discontinuation or liquidation of the business or its being placed in receivership),

the Policy shall be void unless its continuance has been specifically agreed to in writing.

## 2. CONDITIONS RELATING TO CLAIMS

Should any occurrence giving rise or likely to give rise to a claim under this Endorsement come to the knowledge of the Insured, the Insured shall:

1. give immediate notice thereof to the insurers by telephone, telefax and send written confirmation thereof within 48 (forty eight) hours of the event to the insurers;
2. do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or to avoid or diminish the claim amount and delay in commencement of the business;
3. discontinue the use of any damaged property, unless the insurers authorise otherwise (the insurers shall not be liable in respect of any delay in commencement of the business arising out of the continued use of any damaged property or part of work without the prior authority of the insurers, until such property has been repaired to the satisfaction of the insurers);
4. so far as may be reasonably practicable without causing any increase in the period of interruption or interference, take precautions to preserve anything that might prove necessary or useful by way of evidence in connection with any claim LOSS OF RENT RECEIVABLE (GROSS REVENUE/ICOW BASIS);
5. allow the insurers and every person authorised by the insurers, without prejudice to any party insured by this Policy, to have access to the building site where such loss or damage has occurred for the purpose of direct negotiation with the responsible contractor or subcontractor in order to establish the possible cause and extent of the loss or damage, its effect of the items listed in the Schedule, to examine the possibilities for minimising any delay to the scheduled date of commencement of the insured business, and if necessary to make any reasonable recommendations for the avoidance or minimisation of such delay.

This Condition shall be evidence of the leave and licence of the Insured to the insurers so to do. If the Insured or anyone acting on his behalf hinders or obstructs the insurers during any of the above-mentioned acts or does not comply with such recommendations of the insurers, all benefits under this Section shall be forfeited.

In the event of a claim being made under this Section not later than 30 (thirty) days after the expiry of the indemnity period or within such further time as the insurers may allow in writing, the Insured shall:

- (a) deliver to the insurers in writing a statement noting particulars of the claim, together with details of all other insurances covering the accident or any part of it or consequential loss of any kind resulting therefrom;
- (b) also furnish to the insurers such books of account and other papers relating to the business such as invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by the insurers for the purpose of requiring a statutory declaration of the truth of the claim and of any matters connected herewith.

In the event of any accident, the insurers' representatives shall have immediate access to the site and the right to take over and to control all necessary repairs.

No claim under this Section shall be payable unless the terms of these condition have been complied with and, in the event of non-compliance, any payment on account already made shall be repaid to the insurers immediately.

## IMPORTANT INFORMATION

1. 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 – Hollard**

PO Box 87419

Houghton

2041

Tel: (011) 351 5000

Fax: (011) 351 8035

Or email: [support@barker.co.za](mailto:support@barker.co.za)

### WARNING

2. Do not sign any blank or partially completed application forms.
3. Complete all forms in ink.
4. Keep all documents handed to You.
5. Make notes as to what is said to You.
6. Don't be pressurised to buy this Policy.
7. Incorrect or non-disclosure by You may impact on any claims arising from Your contract of insurance.

### COMPLAINTS PROCEDURE

8. 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 Ombudsman at any time, or take legal action against us within 270 days of a claims decision, we would encourage you to please contact us and follow the five-step process below:

**Step 1: Submit your Complaint**

If you have a complaint about this policy or the service you received from us, please contact us to discuss your complaint. If your complaint is regarding 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. Contact Barker Insurance at:

**Barker Insurance**

PO Box 2015

Saxonwold

2132

Tel: 0860 227 537

Email: [complaints@barker.co.za](mailto:complaints@barker.co.za)

**Step 2: 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 and independently.

Email: [oia@hollard.co.za](mailto:oia@hollard.co.za)

Tel: 011 351 5652

Fax: 011 351 0801

**Step 3: Complain to the Ombudsman**

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

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 your broker or Hollard, you may contact the FAIS Ombud. You must do so within six months after receipt of the final response to your complaint from your broker or from Hollard.

The FAIS Ombud  
PO Box 74571  
Lynnwood Ridge  
0040

Tel: 012 470 9080 or 012 762 5000  
Fax: 011 726 5501

The FAIS Ombud  
Kasteel Park Office Park  
Orange Building, 2nd Floor  
c/o Nossob & Jochemus Street  
Erasmuskloof, Pretoria, 0048  
Email: [info@faisombud.co.za](mailto:info@faisombud.co.za)  
Web: [www.faisombud.co.za](http://www.faisombud.co.za)

Complaints on anything else

The Ombudsman for Short-term Insurance provides a free and speedy complaints resolution process, and you may send your complaint to the Ombudsman on the following details:

The Ombudsman for Short-term Insurance  
PO Box 32334  
Braamfontein  
2017

Tel: 011 726 8900  
Fax: 011 726 5501  
Email: [info@osti.co.za](mailto:info@osti.co.za)  
Web: [www.osti.co.za](http://www.osti.co.za)

**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 Ombudsman for Short-term Insurance. If you take legal action against us before contacting the Ombudsman for Short-term Insurance, you can only approach them for assistance after you have withdrawn the summons against us.

## HOLLARD ADDENDUM TO ATTACH TO V2 OF BARKER BUSINESS POLICY

Effective: 1 December 2022

The following clauses, exclusions and conditions form part of the policy wording:

### GENERAL SECTIONS

#### **The following Insurance Code of Conduct is added:**

Hollard proudly supports the South African Insurance Association (SAIA) Code of Conduct.

The purpose of the Code is to raise standards of practice and service in the general insurance industry. The objectives of the Code are:

1. to promote better, more informed relations between insurers and their customers;
2. to improve consumer confidence in the general insurance industry;
3. to provide better mechanisms for the resolution of complaints and disputes between insurers and their customers;

and to commit insurers and the professionals they rely upon to higher standards of customer service. Information on the Code is available from the nearest Hollard office or from SAIA.

#### **Hollard's commitment to service**

Hollard has adopted and supports the Code and is committed to complying with it. Contact Hollard for more information about the Code.

#### **How to resolve a complaint or dispute**

##### **Talk to Hollard first**

If the Insured has a complaint, the first thing the Insured or their insurance broker should do is speak to Hollard. The latest Hollard complaints contact information can be found on the disclosure notice attached to the Policy Schedule.

If the complaint is related specifically to a claim, speak with the insurance intermediary or insurance broker to discuss the claim with the claims officer managing the claim.

If the staff member or claims officer is unable to resolve the matter, the Insured's insurance intermediary or insurance broker may speak to a manager at Hollard. The manager will usually provide the Insured with a response to the complaint within a reasonable period of time. If the timeframe is impractical for any reason, such as the need for more information or further investigation, Hollard will discuss alternative timeframes with the Insured. If the Insured is not satisfied with Hollard's response or Hollard cannot agree with the Insured on alternative timeframes, the Insured then moves on to step 2.

**Seek a review**

If the matter is still not resolved Hollard will refer the Insured, the insurance intermediary or insurance broker to the relevant dispute handling department or area who will conduct a review of the dispute and will usually provide the Insured with a response to the dispute within a reasonable period of time. If the timeframe is impractical, Hollard will discuss alternative timeframes with the Insured.

If the Insured is still not satisfied with Hollard's response to the dispute or Hollard cannot agree on alternative timeframes, the Insured then moves on to step 3.

**Seek an independent review**

The Insured is entitled to seek an external review of Hollard's decision. Hollard will provide the Insured with information about options available, including, if appropriate, referring the Insured to the external dispute resolution scheme administered by the Ombudsman for Short-term Insurance (OSTI).

The OSTI is an independent external dispute resolution office and its service is free to Hollard customers. The OSTI will advise the Insured if they can assist.

**The OSTI can be contacted at:**

The Ombudsman for Short-term Insurance  
PO Box 32334  
BRAAMFONTEIN  
2017

Phone: 011 726 8900  
Share Call: 0860 726 890  
Fax: 011 726 5501  
Email: [info@osti.co.za](mailto:info@osti.co.za)  
Website: [www.osti.co.za](http://www.osti.co.za)

Hollard agrees to accept an OSTI decision; however, the Insured has the right to take legal action if the OSTI decision is unacceptable. The OSTI only accepts resolutions under their Terms of Reference.

Further information about Hollard's complaint and dispute resolution procedures are available by contacting us.

**The following General Exclusions are added:****6. Cyber exclusion**

6.1 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:

6.1.1 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 6.2 below;

- 5.1.2 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 6.2 below.

6.2 Subject to the other terms, conditions and exclusions contained in this Policy, this Policy will cover:

- 6.2.1 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;
- 6.2.2 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.

**7. 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.

#### **8. 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.



**The following General Conditions are amended to read:**

**1. Average**

This Condition shall apply to the following Sections of this Policy:

- A. Fire;
- B. Business Interruption;
- C. Buildings Combined but not applicable to accidental damage to sanitary-ware;
- D. Office Contents but not applicable to accidental damage to sanitary-ware;
- E. Glass;
- F. Electronic Equipment.

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.

**2. Consent to disclosure of private information**

- a. The Insured acknowledges that the sharing of information for underwriting and claims purposes is in the public interest, as it will enable insurers to underwrite policies, assess risks fairly, to reduce the incidence of fraudulent claims with a view to limiting premiums and to conduct surveys.
- b. On behalf of the Insured and on behalf of anyone the Insured represents herein, the Insured hereby waives any right to privacy with regard to any underwriting and claims information in respect of any insurance policy or claims made or lodged by the Insured, or on behalf of the Insured.
- c. The Insured consents to such information being processed and stored in a shared database.
- d. The Insured also consents to such information being disclosed to any insurer or third parties.
- e. The Insured further consents to any underwriting information being verified against legally recognised sources or databases.
- f. The Insured agrees that this consent clause will survive the termination for whatever reason of the Policy, including its cancellation or lapsing.

**The following General Conditions are added:**

**1. Value Added Tax (VAT)**

**1.1 Definition**

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

## **1.2 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 1.1 and 1.2 above, the Company 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.

## **2. Sanction limitation and exclusion**

The Company 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 Company 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.

# **BUSINESS INTERRUPTION SECTION**

- |           |  |
|-----------|--|
| <b>A.</b> | <ol style="list-style-type: none"><li>1. BI following Theft is limited to the amount stated as the limit of indemnity under the Theft section.</li><li>2. Specified Suppliers is limited to 25% of Gross Profit/Rental with a maximum of R200 000 000 and does not include sub-contractors.</li><li>3. Unspecified Suppliers is limited to 10% of Gross Profit/Rental with a maximum of R100 000 000 and does not include sub-contractors.</li><li>4. Specified Customers is limited to 25% of Gross Profit/Rental a maximum of R200 000 000.</li><li>5. Public Telecommunications is limited to 75% of the Gross Profit/Rental R20 000 000.</li><li>6. Public Utilities cover is limited to a maximum of 75% of the Gross Profit/Rental R20 000 000.</li><li>7. Prevention of Access cover is limited to a maximum of 75% of the Gross Profit/Rental R20 000 000.</li></ol> |
|-----------|--|

The following General Exclusion is added with effect from 1 May 2022 on all New Business and 1 July 2022 on all existing business:

## **GENERAL EXCLUSION: 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.

**The following extensions are deleted from the policy with effect from 1 May 2022 on all New Business and 1 July 2022 on all existing business:**

- B.**
1. Public Telecommunications Extended cover is limited to a maximum of 75% of the Gross Profit/Rental R20 000 000.
  2. Public Utilities Extended cover is limited to a maximum of 75% of the Gross Profit/Rental R20 000 000.



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