Commercial

Policy Wording

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Underwritten by Guardrisk Insurance Company Limited (FSP No. 75) B-BBEE Level 1.

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PART 1

THE CIB SERVICE COMMITMENT

CIB (Pty) Ltd is underwritten by Guardrisk Insurance Company Limited. Established in 1994, **We** have expanded significantly, attributing **Our** growth to an extensive national presence, solid business partnerships and innovative products. **We** undertake to continuously provide professional conduct in underwriting **Your** insured risk and to provide **You** with exceptional claims service. Should **You** have any query or complaint about this **Policy** or if **You** are in any way unhappy with the service **You** have received, please contact:

The Compliance Officer
Guardrisk Insurance Company Limited
PO Box 786015
Sandton
2146

Email: compliance@guardrisk.co.za

Alternatively, **You** can also refer to the **CIB COMPLAINTS AND COMPLIANCE INFORMATION** Section of this **Policy** for guidance in respect of **Your** rights.

Terms that appear in **bold** face type have special meanings. Please refer to the definitions for more information.

Please note that wherever applicable words stated in the singular are inclusive of plural and vice versa.

PROTECTION AND SHARING OF PERSONAL INFORMATION

PROTECTION OF PERSONAL INFORMATION

Your personal information will only be processed in accordance with the legislation and principals contained in the Protection of Personal Information Act (POPIA). It is recorded that information relating to the parties to this **Policy** or to persons whose interests are protected by this **Policy** may be processed:

1. for the conclusion or performance of this **Policy**, or
2. to protect those interests, or
3. to comply with legal obligations, or
4. for pursuing **Our** legitimate interests or
5. in the interests of any third party to whom the information is supplied.

We will take all reasonable measures to ensure that **Your** personal information is safeguarded, stored and protected in accordance with POPIA and **We** will not misuse **Your** personal information for the purpose of any marketing campaigns or product offerings.

For further information please refer to **Our** Privacy Notice which is available on **Our** website www.cib.co.za.

SHARING OF INFORMATION

The South African Insurance Association (SAIA) created a shared database for storing insurance information. This shared information assists in limiting insurance fraud and to underwrite every risk fairly and to also to assess every risk.

By entering into this **Policy**, **You** appreciate, acknowledge and understand that **We** may obtain, reveal or share information (which may be inclusive of personal information) in order to investigate or assess any claim made under this **Policy** and for the purpose of preventing fraud and to underwrite **Your Policy**.

You warrant that:

1. **You** acknowledge that information for underwriting and claims purposes (for example, cover for items insured as well as the assessment of claims registered, however not limited to these examples), inclusive of credit information may be shared between Insurers / Insurance Providers and / or **Your** Insurance Broker / Intermediary and our service providers.

   The sharing of this information is required to conclude or perform in terms of this contract and /or the pursuing a legitimate interest and /or is in the best interest of the public as it enables Insurers / Insurance Providers and industry bodies to underwrite policies and assess risks fairly, to investigate and assess claims and to reduce the incidence of fraudulent claims with a view to limiting premiums and premium increases.

2. **You** acknowledge that the information provided by **You** may be stored in a shared database and used as set out above as well as for any decision pertaining to the continuance of **Your Policy** or the meeting of any claim **You** may submit.

3. **You** acknowledge that the information may be verified against legally recognised sources or databases.

4. **You** are aware of the fact that both credit information verification and / or criminal record checks may be requested by Insurers / Insurance Providers on the business, **Yourself** or any of **Your** directors, partners and / or employees.

YOUR RIGHTS

You are entitled to object to the use of **Your** personal information. However, such objection may result in **Us** being unable to facilitate insurance cover or to assess a claim in terms of the **Policy**.

You have the right to:

1. access **Your** information in accordance with the Promotion of Access to Information Act (2 of 2000) as substituted from time to time,

2. object to the processing of **Your** personal information,

3. lodge a complaint to the Information Regulator.

CORE INFORMATION & RESPONSIBILITIES OF THE POLICYHOLDER

It is important to understand that all parts of this **Policy** must be read in conjunction with the **Schedule** as well as any **Annexure** / **Addendum** as applicable.

It is also important for **You** to understand the terminology that forms part of this **Policy** and to recognise the various limitations, **Terms and Conditions**.

The **Terms and Conditions** are the rules that **You** have to adhere to in order for the **Policy** to respond to a valid claim. These rules can be found in the **Policy**, **Schedule**, **Annexure**, **Addendum** and endorsements as well as any renewal correspondence containing notice of change to cover or requirements.

We have, as far as possible, endeavoured to present the **Policy** in plain language to not only offer **You** peace of mind, but to also ensure that **You** are and remain informed about **Our** various legal and operational procedures.

PROVIDE US WITH ACCURATE INFORMATION AND MATERIAL FACTS

ACCURATE INFORMATION

Although every effort is made to ensure the accuracy of all the covers pertaining to **Your** specific needs, **You** must verify that the **Schedule** accurately reflects the cover which **You** requested, **Your** current contact as well as address information, the correct nature of **Your Business** activities (inclusive of all subsidiary affiliations), the **Insured Property** as well as the insured values thereof.

You must contact **Us** immediately should there be any amendments that **You** wish to make to the cover or to inform **Us** of any change in **Your** contact or address information, the nature of **Your Business** activities or the **Insured Property**.

This could affect the **Terms and Conditions** of the cover provided to **You**.

Your obligation to supply **Us** with accurate information is inclusive of information regarding **Your** financial situation, for example, debt review and insolvency inclusive of information regarding any criminal offences whether **Yours**, that of **Your** members, directors and partners, however not limited to these examples.

MATERIAL FACTS

You are required to disclose to **Us** all **Material Facts** at the commencement of the insurance cover under this **Policy** and at any renewal or variation of such insurance cover.

The **Material Facts** are inclusive of but not limited to:

1. having knowledge of an event / circumstances which may give rise to a claim under this **Policy**,
2. non-compliance with any laws,
3. financial soundness for example: debt review, insolvency, defaults, sequestration and / or judgments,
4. criminal offences,
5. manner of building construction for example: tiled roof vs. thatched,
6. any **Vacant** / abandoned or **Unoccupied** buildings,
7. location of insured premises,
8. previous claims history,
9. security measures implemented,
10. building is let or sublet,
11. mergers and/or acquisitions,
12. any alterations, additions or improvements that are made to the building. For example, if **Your** building has a corrugated iron roof, **We** charge a specific premium for that. If **You** later have the roof thatched without telling **Us**, **We** would be receiving the incorrect premium because thatch can burn easier and is a greater risk. In such an event, **We** may avoid the **Policy**, a **Section** of the **Policy** or an item insured in terms of the **Policy** or reject **Your** claim under the **Policy**.

You are also required to disclose to **Us** any new **Material Facts** or changes in the **Material Facts** after the commencement of the insurance cover under this **Policy** and throughout the period in which such insurance cover is in force as this may affect whether **You** are entitled to insurance cover under this **Policy**, the premium to be charged for such insurance cover and other **Terms and Conditions** on which such insurance cover is provided to **You**.

You must inform **Us** immediately of any change in the risk covered by this **Policy**. Should there have been any material change in the risk, then **We** may amend the cover and premium from the date of the change or cancel the cover.

Please note that:

1. any proposal and declaration made by **You** or on **Your** behalf is part of the information and **Material Facts** which **We** rely upon in our decision to accept the risk under this **Policy**, the **Terms and Conditions** which will apply and the premium to be charged.

2. If **You** fail to comply with **Your** above stated obligations in relation to accurate information and / or **Material Facts**, **We** may be entitled to void the entire **Policy**, a **Section** of the **Policy** or an item insured in terms of the **Policy** or reject any claim under this **Policy**.

DUTY TO TAKE REASONABLE STEPS AND PRECAUTIONS

You must take all reasonable steps and precautions to ensure that the risk of any event which may result in any claim, or losses indemnifiable under this **Policy** are prevented or minimised as far as possible.

You must take all reasonable steps and precautions to mitigate the extent of any loss suffered.

If **You** fail to comply with **Your** above stated obligations to take all reasonable steps and precautions, **We** may be entitled to reject any claim under this **Policy**.

VARIATIONS TO YOUR POLICY

You can request a **Variation** to the **Policy** at any time bearing in mind that any **Variation You** propose may require **Us** to amend the **Terms and Conditions** of the **Policy** potentially impacting the premium **You** need to pay.

In certain instances, **We** will make changes to the **Policy** or impose certain **Terms and Conditions** (refer to General Conditions headed Corrective Action and Suspension of Cover), in these cases **We** will provide **You** with 31 days' written notice to **Your** agent / broker of **Our** intention to amend the **Policy** and the reasons for doing so.

If there is a change to **Material Facts**, **We** are entitled to effect **Variations** immediately.

No **Variations** in this **Policy** will be valid unless agreed to by **Us** in writing and these will only be valid if **We** have issued a **Schedule** noting such **Variations** in cover.

EMERGENCY CONTACT INFORMATION

If **You** have selected roadside assistance cover on **Your** vehicle or require towing following an accident **You** need to contact the Call Centre as noted in **Your Schedule / Annexure / Addendum** who will then arrange for the necessary approved Service Providers to assist **You** in **Your** time of need in accordance with the benefits offered under this **Policy**.

In the event of **Water Apparatus** claims, **We** require **You** to contact the Call Centre noted in **Your Schedule / Annexure / Addendum** who will then dispatch an approved Service Provider to assist **You** in accordance with the benefits offered under this **Policy**.

CIB COMPLAINTS AND COMPLIANCE INFORMATION

Please refer to the Statutory Disclosure Notice contained at the end of **Your Schedule** for details regarding **Our** Compliance and Complaints information.

As all **Complaints** should be submitted in writing, where possible, **We** kindly request that **You** either complete **Our** online form on **Our** webpage www.cib.co.za , or alternatively **You** may email **You**r complaint to **Us** at complaints@cib.co.za .

Kindly ensure that all supporting documents are attached to **Your Complaint** to enable **Us** to attend to **Your** concerns timeously.

PART 2

GENERAL OPERATIVE CLAUSE

Subject to **You** having paid the premium and **You** complying with all the **Terms and Conditions** of this **Policy**, **We** agree to provide **You** with the insurance cover as set out in the **Sections** selected by **You**. Should any of the events detailed in the **Sections** that **You** have selected occur during the **Policy** period then **We** will either repair, replace or reinstate the damage or pay **You** in cash subject always to the **Terms and Conditions**, Specific Exclusions, **Sums Insured**, **Excesses** and **Limits of Indemnity**.

If **We** accept **Your** application for insurance, **You** will receive a **Schedule** that sets out details of the cover **You** have taken out and **Our** agreement with **You** comprises of **Your** application, this **Policy**, the **Schedules** and any **Variations We** send **You**.

The insurance applies to the **Period of Insurance** for which **You** have paid **Us** the premium. **You** cannot make a claim under this **Policy** if **You** owe us more than one month's premium or the annual premium (Refer to General Condition headed Policy Period and Payment of Premium) when the event **You** want to claim for happened.

If **We** pay **You** in cash, **You** are obligated to carry out the repair or replacement within a reasonable period of time. **We** will not increase the amount payable if the cost of repair or replacement has increased because **You** did not carry out the work timeously or if **You** are unable or unwilling to carry out repair or replacement.

We are not obliged to pay for more than the cost of repairing or replacing that part of the **Insured Property** that has been lost or damaged.

GENERAL CONDITIONS, EXCLUSIONS AND PROVISIONS

DEFINITIONS AND WORDS THAT HAVE A SPECIAL MEANING

In this **Policy**, there are words that have a special meaning. Some **Sections** have Specific Definitions so these General Definitions should be read in conjunction with the **Section** Specific Definitions. Those words that have a special meaning that apply to all **Sections** of the **Policy** and wherever these appear, the below mentioned definitions bear reference and apply.

1.	**Addendum:**	means the document which sets out any other specific terms, conditions, exclusions, benefits or other clauses and which form part of this **Policy** must be read in conjunction with this **Policy**.
2.	**Annual Period:**	means the 12-month period from the start date of **Your Policy** until the next **Renewal Date** stated on **Your Schedule**.
3.	**Annexure:**	means additional **Terms and Conditions** applicable to this **Policy** and appear at the end of **Your Schedule**.
4.	**Business:**	means the nature and scope of **Your** trading activities specified in the **Schedule**.
5.	**Electrical Installations:**	means machinery and equipment, in or on any premises, that is used for the transmission of electrical energy from a point of control to a point of consumption anywhere on the premises, inclusive of any article that forms part of such an installation, irrespective of whether or not it is part of the electrical circuit.
6.	**Insured Property:**	means any tangible property whether immovable and / or movable stated to be included as such in the **Schedule**.
7.	**Insurable Interest:**	means that **You** are the owner of, or alternatively, the good faith possessor in terms of a credit agreement of the **Insured Property** and bear the risk of both, loss of the item as well as a financial loss.

8.	**Indemnity:**	means that **We** will attempt to place **You** back in the same financial position or as close thereto which **You** were in immediately prior to the loss or damage which resulted in **You** submitting a claim under this **Policy**.
9.	**Installed Solar System:**	means a system comprising of a solar panel array, inverter and other electrical hardware which has been installed by a **Suitably Qualified Electrician**. Such system comprises of either an **Electrical Installation** (inclusive of but not limited to inverters and generators) or one or more solar panels that uses energy from the sun combined with **Electrical Installations** or battery power to generate electricity.
10.	**Loadshedding:**	means the planned supply interruption by a who governs, directs, has control and / or provides electricity to **You** or anyone else
11.	**Material Fact:**	means any information or fact, irrespective whether specifically asked for or not, which could influence **Our** acceptance of the risk under this **Policy**, the **Terms and Conditions** which will apply or the premium to be charged for such risk.
12.	**Optional Extension:**	means those extensions or extended covers which **You** must specifically ask for. Such **Optional Extensions** are noted under each **Section** of this **Policy** and are limited to the insured amount or percentage which **You** provide to **Us** and which must be noted in the **Schedule**. You need to pay an additional premium where **We** have agreed to provide such cover.
13.	**Part:**	means **Part 1, Part 2 or Part 3** of this **Policy** (as used in the context of the **Policy** structure)
14.	**Period of Insurance:**	means the period as stated on **Your Schedule**.
15.	**Power Surge:**	means an unexpected, temporary (meaning short duration) increase in voltage (voltage spikes), current (current spikes), or transferred energy (energy spikes) in an electrical circuit.
16.	**Premises:**	means the risk address as stated in the **Schedule.**
17.	**Renewal Date:**	means that the current **Policy** will expire and be replaced effective from the date shown on **Your Schedule**. If the **Policy** is to remain in effect, the **Policy** must be renewed before the **Renewal Date** according to the **Terms and Conditions** agreed.
18.	**Schedule:**	means the document which sets out the details of the insured risk inclusive of all **Sums Insured**, covers elected, extension limits and excesses. Where the **Schedule** contains amendments to the **Policy** these will override the **Policy**. For the purpose of this definition, the **Schedule** will be issued in the following instances: **18.1.** **Inception** of a new policy, or **18.2.** **Renewal** of terms, or **18.3.** **Variation**.
19.	**Section:**	means the **Sections** listed the index of this **Policy** which is set out in Part 3. The **Section** only applies if shown in the **Schedule** with a related **Sum Insured** and premium (unless agreed otherwise by **Us** in writing) and which must be read in conjunction with **Part 1** and **Part 2** of this **Policy**.

20.	**Standard Construction:**	means the building of which walls are built of brick, stone or concrete and are roofed with slate tiles, concrete, asbestos or metal.
21.	**Sum Insured:**	means the monetary amount of the **Insured Property** / liability as shown in the **Schedule**, subject to the limits applicable as well as the contribution where more than one policy applies for the same event.
22.	**Suitably Qualified Electrician:**	means a licenced electrician who has completed a formal qualification in order to fulfil competency requirements essential by law and in conjunction with relevant work experience as is necessary to perform the job for which they are employed. Such licenced electrician must be registered in terms of the Electrical Installation Regulations (2009) as amended from time to time and must either be a licenced electrician or must employ one as a contracting firm or individual in their full time employ for the purpose of fulfilling **Electrical Installations**.
23.	**Terms and Conditions:**	means all the terms, conditions, exclusions, extensions, limitations and all other clauses forming part of this **Policy**.
24.	**the Policy / this Policy:**	means this document which sets out the **Terms and Conditions** on which the insurance cover is provided under this **Policy**.
25.	**Unattended:**	means that neither **Yourself** nor any person authorised by **You** is continuously and physically present at the **Premises**.
26.	**Unoccupied:**	means that the buildings (or individual sections thereof) situated at **Your Premises** are not occupied by **You** or other persons authorised by **You** to occupy such buildings (or sections) for a period of more than 31 days at any one time. Contractors / security guards being on site or sleeping at the **Premises** as stated in the **Schedule** does not constitute occupancy.
27.	**Vacant:**	means that the buildings (or individual sections thereof) situated at **Your Premises** are left empty and / or are unattended and / or no **Business** operations are taking place and / or such **Premises** are unlawfully occupied. Unless **You** have previously notified **Us** and **We** have specifically agreed to such in writing.
28.	**Variation:**	means any amendment requested by **You** inclusive of any person acting on **Your** behalf to effect changes to an item / **Section** or any amendment which **We** introduce.
29.	**We / Us / Our / the Insurer**:	means Guardrisk Insurance Company Limited and / or CIB (Pty) Ltd the Underwriting Manager on its behalf. Guardrisk is a registered Insurer for the purposes of the Short-Term Insurance Act No 53 of 1998 (as amended) and a licensed Financial Services Provider for the purposes of the Financial Advisory and Intermediary Services Act No 37 of 2002 (as amended from time to time) [FAIS].
30.	**Water Apparatus:**	means water tanks, geysers (solar, electrical or gas), solar collectors, heat pumps inclusive of pipes thereto.
31.	**You / Your / Yours / Yourself / the Insured:**	means the entity or person identified in the **Schedule** as the **Insured**, or as more specifically defined in the specific **Sections**.

CO-INSURANCE

The same assets will generally not be insured by more than one insurer, as this could possibly lead to what is known as "dual insurance". However, it is possible in certain circumstances that Co-insurance agreements are negotiated between insurers. (Refer to **Part 2** - General Conditions headed Other / Dual Insurance and **Collective** Insurances).

Therefore, where more than one insurance company or insurer participates in this insurance, the expression **"Us"** will be amended to **"We / Our"** wherever it appears in this **Policy**. In this event the percentage share will be as expressed in the **Schedule** of this **Policy** and the liability of each individual insurance provider will be limited to the percentage share set against its name.

TERMS AND CONDITIONS

Certain of the **Terms and Conditions** in the **Policy** are listed in the General Section (**Part 2**) of the **Policy** and apply to all **Sections**.

Further to the above, there may be **Terms and Conditions** that apply to specific **Sections** only.

In the event of any conflict arising between the **Terms and Conditions** that apply to a specific **Section** and the **Terms and Conditions** that apply to all **Sections**, the **Terms and Conditions** that apply to the specific **Section** will prevail.

It is further noted and agreed that compliance with the **Terms and Conditions** is a condition precedent to **Our** liability under the **Policy**.

GENERAL CONDITIONS

Subject to the provisions of Section 55 of the Short-Term Insurance Act No 53 of 1998 and relevant insurance legislation as it may be amended from time to time:

1. MISREPRESENTATION, MISDESCRIPTION AND NON-DISCLOSURE

Any misrepresentation, misdescription or non-disclosure of any **Material Facts** as at the date on which the insurance cover under this **Policy** commences, is renewed or varied will entitle **Us** to void the insurance cover under this **Policy** for:

1.1. the particular item, or

1.2. the Sub- Section, or

1.3. the **Section**, or

1.4. this entire **Policy**

For the duration of this **Policy**, **You** are under a continuing obligation to disclose to **Us** any new information or changes to any **Material Facts**. **You** must notify **Us** immediately of any alteration in the risk insured under this **Policy** as this may affect whether **You** are entitled to insurance cover under this **Policy**, the premium to be charged for such insurance cover and other **Terms and Conditions** on which such insurance cover is provided to **You**.

Any misrepresentation, misdescription or non-disclosure of any **Material Facts,** will entitle **Us** to reject any claim under this **Policy.**

2. OTHER / DUAL INSURANCE

2.1. Subject to the principle that insurance is not intended to place **You** in a better position than **You** were in before a claim or event giving rise to a claim and if at claims stage or after settlement of a claim **We** find that **You** were insured against the same cover provided for by a different insurance provider, then **We** have the option to:

2.1.1. pay the full claim and arrange with the other insurance provider to be compensated for their rateable proportion, or arrange with the other insurance provider to each pay their rateable proportion due by each within a reasonable time,

2.1.2. refund premiums in accordance with the respective rateable proportion of the risk, where appropriate.

If any such other insurance is subject to any Condition of Average ("under insurance") then this **Policy**, if not already subject to Conditions of Average ("under insurance"), will be subject to the application of Average ("under insurance") in a likewise manner.

2.2. Should **You** be entitled to compensation through any other Act / fund then **We** will reserve the right to adjust **Our** settlement in accordance therewith.

3. CANCELLATION

This **Policy** or any **Section** and / or part may be cancelled at any time by:

3.1. **Us** giving **You** 31 days' notice in writing or such other period as may be mutually agreed and / or otherwise prescribed by this **Policy**,

3.2. by **You** giving immediate notice,

3.3. **Us** giving immediate notice due to misrepresentation, misdescription and non-disclosure of **Material Facts**, a material change in risk or fraudulent, wilful, deliberate or reckless acts.

When **You** cancel, **We** will be entitled to retain the customary short period or minimum premium for the **Annual Period** or the period that a **Section** has been in force. When **We** cancel, **You** will 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 the cancellation not being due to (3.3.) above.

4. POLICY PERIOD

4.1. Monthly

4.1.1. The initial period of a Monthly **Policy** is as shown on the **Schedule** and commences from the inception / start date and continues until the last day of that calendar month in which the inception / start date occurs.

4.1.2. Thereafter, the **Period of Insurance** will be one calendar month and will run monthly until the **Renewal Date** reflected in the **Schedule**.

4.1.3. Once Renewal of **Your Policy** is mutually agreed the **Policy** will run monthly as indicated in (4.1.1.) and (4.1.2.) until the next **Policy** Renewal.

4.2. Annual

4.2.1. The initial period of an Annual **Policy** is as shown on the **Schedule** and commences from the inception / start date and continues to the last day of the month preceding the **Renewal Date** reflected in the **Schedule**.

4.2.2. Thereafter, the **Period of Insurance** will be for 12 months and will run until the **Renewal Date** reflected in the **Schedule**.

4.2.3. Once Renewal of **Your Policy** is mutually agreed the **Policy** will run annually as indicated in (4.2.1.) and (4.2.2.) until the next **Policy** Renewal.

5. PAYMENT OF PREMIUM

Premium is payable on or before the commencement date or **Renewal Date**, as the case may be, of **Your Policy**. **We** will not be obliged to accept premium tendered after the inception date or **Renewal Date** as the case may be but do so upon such terms as **We**, at **Our** sole discretion, may determine.

5.1. Debit Orders

We will allow **You** to choose a date for **Your** insurance premium to be collected from **Your** bank. The dates available are the 1st, 7th or 15th of each month (called **Your** debit order collection date). On this date (or the closest working day to it), the monthly premium will be debited, by **Our** collection agency, from **Your** bank account.

It is important to remember that **Your** account needs to have enough funds available in order for the debit order not to return unpaid.

5.2. Ad-Hoc premiums

It is important to remember that **We** also collect ad-hoc premiums, unless otherwise agreed, where a new **Policy** has been activated or an amendment / addition has been made to **Your Policy** that created an outstanding Debit amount.

The ad-hoc premium collection from **Your** bank account may not necessarily co- inside with **Your** selected Debit Order Collection Date – as explained above.

Therefore, any ad-hoc premium in excess of R100.00 will be collected by way of an ad-hoc collection within 7 days from the date of inception or amendment / addition.

Example:

You activate **Your** new policy with **Us** on the 1st of the month, however, **You** selected a debit order collection date of the 15th of every month. Since **We** collect ad-hoc premiums 7 days after the activation of a new policy, **Your** first premium for **Your** new policy will be collected BEFORE the 15th of the month.

5.3. Cooling Off Period

For the purpose of this **Cooling Off Period** Clause, the below mentioned definitions apply:

Cooling Off Period: means:

1. 14 days from the date that **You** receive **Your Schedule** and **Policy** "**Policy Contract**" by the means elected by **You** to receive correspondence, or

2. 14 days from when it can be reasonably expected that **You** received **Your Policy Contract** whichever period occurs later.

   Unless **You** can substantiate to **Our** satisfaction that the **Policy Contract** was received during a period which would prevent **You** from exercising **Your** right to the **Cooling Off Period** defined in (1.) above, the term "reasonably expected" will not exceed a period of 31 days from inception / renewal / variation (as the case may be), of the **Policy Contract**.

5.3.1. **You** may cancel **Your Policy** in writing during the **Cooling Off Period** after inception of a new **Policy,** or after renewal of a **Policy**, or after **You**r request to vary the **Policy**.

5.3.2. If **You** decide to cancel **Your Policy** within the **Cooling Off Period**, then the premium paid from the date of inception, or renewal, or **Variation** will be refunded to **You**, subject to the deduction of the cost of any risk cover enjoyed during this period.

Please note:

The **Cooling Off Period** does not apply and cannot be exercised by **You**:

1. if an event which may result in a claim has occurred during the 14 (fourteen) day period, or
2. if a claim has been made, or
3. if a claim has been registered, or
4. where any amount has already been paid in terms of the **Policy**.

5.4. Unpaid Premiums

We need to receive premium in order for **Your** cover to remain active. If the premium continues to be unpaid, and **You** do not contact **Your** insurance broker, **Your Policy** may be cancelled.

In the event of 2 unpaid debit orders no further debits will be deducted from **Your** bank account and cover will cease.

5.5. 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 **Us** by the due date, this insurance will be deemed to have been cancelled at:

5.5.1. midnight on the last day of the preceding **Policy Period**; unless the Policyholder Protection Rules apply to **You** (please refer to (5.6.1.) – Monthly Debit Payments below)

5.5.2. **You** can show **Us** that failure to make payment was an error on the part of **Your** 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:

5.5.3. each 3rd ,

5.5.4. each 6th , or

5.5.5. each 12th calendar month following inception where premium is payable quarterly, half-yearly or annually.

5.6. Monthly Debit Payments

You must pay **Your** monthly premium by debit order. **We** will present **Your** debit order to **Your** paying agent on the date reflected in the **Schedule**.

5.6.1. The premium is payable in advance and must be paid on the due date which is the first day of every month or as otherwise agreed.

5.6.1.1. The **Policy** is automatically renewed for a further month every time **You** pay the premium which must be paid on the due date.

5.6.1.2. Non-payment of the premium in the month of inception (in the first month), for whatever reason, will result in the **Policy** being voided from the inception date.

5.6.1.3. If the Policyholder Protection Rules apply to **You**, if **We** do not receive the premium by the due date, as shown in the **Schedule** then:

5.6.1.3.1. **You** will be entitled to a grace period of 15 days after the due date (except in the first month of insurance) in which to pay the premium. If the premium is unpaid and only if the reason is due to "insufficient funds" and for no other reason, it will remain payable and **We** may:

5.6.1.3.1.1. recollect by way of an Ad Hoc collection, or

5.6.1.3.1.2. submit two debit orders at the next request for payment, in respect of the unpaid debit order as well as the normal one for the new month.

5.6.1.4. In the event that either the recollection is unsuccessful (and the 15-day grace period has lapsed) or the next two debit orders are unsuccessfully collected, the **Policy** will automatically be cancelled.

5.6.2. Yearly payment in cash

If according to the **Schedule** this is an annual **Policy**, this **Policy** is then valid for one year.

5.6.2.1. The **Policy** may be renewed on the **Renewal Date** indicated on the **Schedule** if **You** pay the premium on or before the **Renewal Date**. This **Renewal Date** will be the due date for payment of the premium.

5.6.2.2. If **We** do not receive the premium on the due date, or within 15 (fifteen) days thereafter, for whatever reason, the **Policy** will automatically lapse and there will be no cover from the date of renewal.

5.6.2.3. If **We** did not receive the premium in the month of inception (in the first month), for whatever reason, the **Policy** will void from the first inception date.

5.6.2.4. If there is a total loss during the **Annual Policy Period**, the premium remains due to **Us** and is therefore not refundable.

5.7. No premium refund after maximum compensation (applicable to annual policies only)

If **We** indemnify **You** for a claim up to the total **Sum Insured** or limit of compensation or value of the item claimed, then **We** will not refund premium to **You** for the remainder of the **Policy Period** for that event or item. (Applicable to Annual policies or items where special terms have been imposed separately)

5.8. Adjustment of Premium

If the premium for any **Section** of this **Policy** has been calculated on any estimated figures, **You** will after the expiry of each period of 12 consecutive months from the inception date or **Renewal Date** shown in **Your Schedule**:

5.8.1. furnish **Us** with such particulars and information as **We** may require for the purpose of recalculation of the premium for such period and

5.8.2. any difference will be paid by or to **You** as the case may be.

6. DUTY TO TAKE REASONABLE STEPS AND PRECAUTIONS

You must at all times and at **Your** own expense, take all reasonable steps and precautions in:

6.1. maintaining the **Insured Property** in good condition and repair,

6.2. safeguarding the **Insured Property** and ensuring that every item is afforded a level of care and protection commensurate with its value,

6.3. preventing or minimising the risk of any claim under this **Policy**, inclusive of but not limit to, compliance with and adherence to any laws or regulations which are material to the risk, and

6.4. minimising or mitigating the extent of any claim under this **Policy**, after an event occurs which may result in such a claim.

6.5. preventing the risk of any claim under this **Policy**, by ensuring that all **Insured Property** remains protected during all periods of **Loadshedding,** inclusive of but not limit to ensuring that there is a battery backup connected to any linked burglar alarm required by **Us** to ensure that the premises and **Insured Property** stated in the **Schedule** remains protected even when **Loadshedding** takes place.

6.5.1. It is an ongoing requirement that **You** must ensure that such battery backup is fully charged, maintained and regularly tested to operate optimally during periods of **Loadshedding**.

The expenses incurred by **You** in compliance with **Your** duty as set out above will not be recoverable under this **Policy** unless they are specifically stated to be so included.

For this Condition, the term **You** is inclusive of any person representing **You** or acting on **Your** behalf or with **Your** authority. (Refer to the General Condition headed Responsibilities of Others).

7. CLAIMS

7.1. Notice

When an event happens, which may result in a claim under this **Policy**, then **You** must do the following at **Your** own expense or **You** will forfeit **Your** right to so claim:

7.1.1. **You** must notify **Us** as soon as reasonably possible after the event but not later than 31 days after the occurrence thereof and provide **Us** with:

7.1.1.1. full written details of the event as well as all supporting documentation / evidence pertaining to the potential claim under this **Policy**, and

7.1.1.2. details of any other insurance policy which may also provide insurance cover for the event.

7.1.2. **You** must supply **Us** with such proofs, information, proof of ownership, value of items concerned and / or sworn statements not later than 14 days after **We** have requested it.

7.1.3. **You** must report to the police:

7.1.3.1. within 48 hours, or as soon as reasonably possible, any crime and take all reasonable steps to discover the guilty party and to recover any property,

7.1.3.2. within 24 hours, any accident which occurs on a public road.

Claim forms are readily available and can be obtained from **Your** insurance broker or from **Our** webpage www.cib.co.za.

7.1.4. Do not carry out repairs on **Your** own unless **We** give **You** written permission to do so except in terms of the extensions which provide for temporary repairs or measures to prevent additional damage.

7.1.5. Where possible take photographs of any damage.

7.1.6. **You** may not dispose of any **Insured Property** being the subject of a claim before assessment of damage and **You** may not dispose of any **Insured Property** without **Our** consent. This Condition will be evidence of **Your** leave and licence to **Us** to do so. **You** will not be entitled to abandon any **Insured Property** to **Us** whether taken possession of by **Us** or not. (Refer to the General Condition headed **Our** Rights after an Event and Subrogation.)

7.1.7. If **You** dispose of any **Insured Property** prior to assessment of a claim or if **You** dispose of such property without **Our** prior consent **You** will forfeit **Your** right to claim and **We** will reject such claim.

Please refer to the General Condition headed Prescription Periods in respect of **Your** rights if **We** reject any claim and the time limits in which to serve legal proceedings on **Us**.

7.2. Liability

7.2.1. If, in compliance with **Your** obligations under the **Notice** provisions above, **You** have notified **Us** of an event which may result in a claim by **You** under one or more of the liability sections or sub-sections of this **Policy** , then any subsequent claim which is made against **You** and which arises from the event notified , will be deemed to have been first made against **You** in writing on the day that **You** notified the event to **Us**.

7.2.2. **You** must immediately forward to **Us** any notice of claim or any demand, or any communication, writ, summons (whether civil or criminal) and /or other legal process, inquiry, investigation or inquest to **Us** in connection with any claim against **You** or the event that may give rise to a claim in terms of this **Policy**.

7.3. If this **Policy** is cancelled or is not renewed then, within 31 days of the end of the consequent expiry of the date on which the **Policy** has been cancelled or terminated, **You** may notify **Us** of any event that may result in **You** making a claim under this **Policy** provided that **You** have complied with **Your** obligations under the **Notice** provisions above and provided that such event happened during the **Policy Period**.

7.4. No admission, statement, offer, settlement negotiations, promise, payment or indemnity whether verbal or written, will be made by **You** to any party whatsoever without **Our** written consent.

7.5. **You** agree to not accept any payment(s) of whatsoever nature from any third party or other person regarding any claim without **Our** written consent.

7.6. If **You** fail to adhere to the aforesaid or commit any of the prohibited actions as aforesaid, then **You** may lose all benefits under this **Policy** and / or be required to repay **Us** any benefit that **You** have received.

7.7. **Settlement of Claims**

7.7.1. **We** decide whether **We** want to settle **Your** claim for loss or damage by repairing or replacing or by paying the replacement value (or a combination of the three) less the value of the damaged property, but subject always to the limit of indemnity stated in the **Schedule / Addendum / Annexure**.

7.7.2. Whether **We** decide to pay, reinstate, replace, or repair, **We** will not be obliged to do so exactly, but only as the circumstances reasonably allow. The principle of indemnity applies to placing **You** back in a position equal to what **You** were in, taking all factors into account, but not better or more extensive. **You** cannot profit from a claim, receive double payment or enrich **Your** financial position.

7.7.3. Before, **We** finalise or settle any claim under this **Policy**, **We** may require **You** to sign an agreement of loss.

7.7.4. **We** are entitled to take over and conduct, in **Your** name, the defence or settlement of any claim being made against **You** and will have full discretion in the conduct of any proceedings and in the settlement of any claim against **You** and **You** will give **Us** all such information and assistance as **We** may reasonably require. **We** may at any time pay to **You** the limit of indemnity applicable to any claim being made against **You** or any lesser amount for which **We** can settle such claim and **We** will then have no further liability under this **Policy** in relation to such claim.

7.7.5. All claims will be paid by means of Electronic Funds Transfer (EFT) and all cash settlements will be paid into the account from which the **Policy** premium has been paid unless specifically agreed otherwise by **Us**.

8. OUR RIGHTS AFTER AN EVENT AND SUBROGATION

8.1. On the happening of any event in respect of which a claim is or may be made under this **Policy**, **We** and every person authorised by **Us**, without thereby incurring any liability and without diminishing **Our** rights to rely upon any **Terms and Conditions** of this **Policy**, **We** have the right to:

8.1.1. take, enter or keep possession of any property being the subject of a claim and deal with it in any reasonable manner,

8.1.2. **You** may not dispose of any such property without **Our** consent. This Condition will be evidence of **Your** leave and licence to **Us** to do so. **You** will not be entitled to abandon any property to **Us** whether taken possession of by **Us** or not,

8.1.3. take over and conduct in the defence or settlement of any claim and institute action in **Your** name for **Your** benefit any claim whether for indemnity or otherwise and **We** will have full discretion in the conduct of any proceedings and in the settlement of any claim,

8.1.4. in respect of any claim for injury under this **Policy** where such cover is granted, **You** are required to provide all certifications, medical records and reports, information and evidence required by **Us** at **Your** expense, and any injured person will as often as required by **Us** submit to medical examination at **Our** expense. **We** will in the case of death be entitled to have a postmortem examination performed,

8.1.5. **You** must do or allow **Us** to do, at **Our** expense, everything that may be necessary, or reasonably required by **Us**, for the purpose of imposing any rights and remedies alternatively obtaining relief or indemnity from other parties to which **We** become entitled or subrogated upon paying for or making good any claim under the **Policy**, whether such acts or things will be or become necessary or required before or after the indemnification by **Us**, to enforce the right to claim on **Your** behalf and in **Your** name. If **You** fail to adhere to the aforesaid, then **You** may lose all benefits under this **Policy** and / or be required to repay Us any benefit that **You** have received,

8.1.6. in respect of any **Section** of this **Policy** under which indemnity is provided for liability to third parties, **We** may upon the happening of any event, pay **You** 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 **We** will thereafter not be under further liability in respect of such event.

8.1.7. When **We** settle a claim, then **Your** rights to claim against other people are automatically transferred to **Us**.

9. CORRECTIVE ACTION

Corrective action involves the identification of risks associated with **Your** profile and the implementation methods used to eliminate or reduce the causes in **Our** attempts to prevent a reoccurrence of these risks.

We may after a claim or **Your** failure to comply with risk requirements following a risk survey (Refer to the General Provision headed Risk Surveys and Values at Risk) or in cases where there is a deterioration in **Your** claims history, review the terms of this **Policy** with due consideration of any notice period required.

10. PRESCRIPTION PERIODS (TIME LIMITS)

(Except for claims under **Section** 4: Business Interruption, **Section** 9: Fidelity, **Section** 17: Stated Benefits, **Section** 18: Group Personal Accident or the Personal Accident (Assault) Extension under **Section** 7: Money)

10.1. No claim under this **Policy** will be payable after the expiry of 12 months or such further period as **We** may, in writing, allow, from the date of the happening of the event which resulted in such claim unless the claim is the subject of pending legal action or is a claim in respect of **Your** legal liability to a third party.

10.2. Once **We** inform **You** of **Our** decision on any claim under this **Policy** (whether it is a rejection, a partial rejection, the dispute about the quantification of the claim or otherwise) **You** will have 90 days to make representations to us about **Our** decision. Following the expiry of the 90-day period and irrespective of whether representations have been made during this period, **You** will have 180 days within which to serve legal action on **Us**, failing which **Your** right to challenge the decision is forfeited and **You** will have no further claim or recourse against **Us**.

11. NON-CO-OPERATION FOLLOWING A CLAIM

You must submit all forms and documentation requested by **Us** to enable **Us** to verify and investigate **Your** claim or an event that may result in a claim.

Failure by **You** to comply with **Our** reasonable requests and with the provisions of the General Condition headed **Claims** may result in the rejection of such claim. **You** will be responsible for the costs incurred in **Our** attempts to process such claim.

12. RECOVERY

12.1. If, after payment of a claim in respect of lost or stolen property, such property is located or recovered, **You** will render all assistance and cooperation in the identification and in the physical recovery and safe keeping of such property.

12.2. **We** will pay for the reasonable cost in identifying such property.

12.3. Failure to assist **Us** in the recovery and safe keeping of such property will result in **You** becoming legally liable to repay **Us** all payments and expenses in respect of the claim.

12.4. If the property was successfully recovered then **We** will be the rightful owner of the property.

13. AMOUNTS PAYABLE BY YOU

You will be liable for the Excess amount.

The "Excess" is the amount **You** must pay before **We** settle any claim. The **Annexure / Addendum / Schedule / Policy** will show whether an Excess applies. If the Excess is based on a percentage of the loss or damage, the percentage will be applied to the gross amount of the loss or damage that has occurred.

13.1 A basic Excess is payable on each and every claim unless indicated otherwise on the **Schedule / Annexure / Addendum**,

13.2 Where a claim arises under more than one **Section** of this **Policy**, the Excess payable by **You** for each and every **Section** will apply. Where more than one Excess is payable by **You**, under a specific **Section**, only the largest Excess will apply – unless indicated otherwise on the **Schedule / Annexures / Addendum**.

13.3 An additional Excess may be applicable if indicated in the **Schedule**. The total Excess will be calculated by adding together the basic and additional Excesses and then deducting the sum of these Excesses from the gross claim amount. Additional Excesses mean voluntary as well as compulsory Excesses such as age Excess or similar Excesses stated in the **Schedule**.

14. FRAUDULENT, WILFUL, DELIBERATE OR RECKLESS ACTS

All rights of indemnity under the **Policy** will be forfeited if:

14.1 any claim is in any respect fraudulent; or

14.2 if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf or with **Your** knowledge, or consent to obtain any benefit under this **Policy**; or

14.3 if any information or documents in support of a claim, whether created by **You** or on **Your** behalf is not true, is not complete or is fraudulent, or

14.4 if any event is occasioned by **Your** wilful, deliberate or reckless acts or participation, or

14.5 the quantum of a claim is deliberately exaggerated by **You** or anyone acting on **Your** behalf.

We will be entitled to cancel **Your Policy** with immediate effect in all instances of fraudulent, wilful, deliberate, or reckless acts.

15. 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 the **Sums Insured** not being reduced where appropriate by the amount of any loss, **You** will pay an 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.**

16. BREACH OF CONDITIONS

The Conditions of this **Policy** and **Sections** thereof will apply individually to each of the risks insured and not collectively to them so that any breach of or non-compliance with any Condition of this **Policy** will render voidable the **Section** or item only in respect of the risk to which the breach applies.

17. NO RIGHTS TO OTHER PERSONS (UNLESS OTHERWISE AGREED BY US)

17.1 Nothing in this **Policy** will give any rights to any person other than **Yourself**.

17.2 Any extension providing indemnity to any person other than **Yourself** will not give any rights of claim to such person, the intention being that **You** will claim on behalf of such person.

17.3 Receipt by **You** will in every case be full discharge by **Us**.

18. COLLECTIVE INSURANCES

If this insurance is a collective insurance then the following amendment is made to General Condition headed Claims **You** must supply the lead insurer on behalf of such collective insurers such proofs, information and sworn declarations as the collective insurers may require and forward to the lead insurer immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against **You** in connection with the event giving rise to the claim" and General Condition headed Our Rights After an Event and Subrogation is substituted by the following:

8. COMPANY'S RIGHTS AFTER AN EVENT AND SUBROGATION

8.1.1. take, enter, or keep possession of any property being the subject of a claim and deal with it in any reasonable manner,

8.1.2. **You** may not dispose of any such property without the lead insurer's consent. This Condition will be evidence of **You**r leave and licence to the lead insurer to do so. **You** will not be entitled to abandon any property to the lead insurer whether taken possession of by them or not,

8.1.3. take over and conduct in the defence or settlement of any claim and institute action in **Your** name for **Your** benefit any claim whether for indemnity or otherwise and the lead insurer will have full discretion in the conduct of any proceedings and in the settlement of any claim,

8.1.4. in respect of any claim for injury under this **Policy** where such cover is granted, **You** are required to provide all certifications, medical records and reports, information and evidence required by the lead insurer at **Your** expense, and any injured person will as often as be required by the lead insurer submit to medical examination at their expense. The lead insurer will in the case of death be entitled to have a postmortem examination performed.

8.1.5. **You** must do or allow the lead insurer to do, at their expense, everything that may be necessary, or reasonably required by the lead insurer, for the purpose of imposing any rights and remedies alternatively obtaining relief or indemnity from other parties to which the lead insurer would become entitled or subrogated upon paying for or making good any claim under the **Policy**, whether such acts or things will be or become necessary or required before or after the indemnification by them, to enforce the right to claim on **Your** behalf and in **Your** name. If **You** fail to adhere to the aforesaid, then **You** may lose all benefits under this **Policy** and / or be required to repay the lead insurer any benefit that **You** have received,

8.1.6. in respect of any **Section** of this **Policy** under which indemnity is provided for liability to third parties, the lead insurer may upon the happening of any event, pay **You** 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 lead insurer will thereafter not be under further liability in respect of such event,

8.1.7. when the lead insurer settles a claim, then **Your** rights to claim against other people are automatically transferred to the lead insurer.

19. CONSTRUCTION REQUIREMENTS, STATUTORY LAWS AND MAINTENANCE

You warrant that **You** comply with all laws, regulations, by-laws and rules that apply to **Your Business** or for any other cover provided in this **Policy**.

It is a Condition of this **Policy** that any construction undertaken on **Your Insured Property** fully adheres to all applicable laws of the Republic of South Africa, inclusive of but not limited to the National Building Regulations, NHBRC regulations and municipal by-laws. This obligation also extends to any laws and regulations of countries within the approved Territorial Limits of this **Policy** (refer to the General Condition headed Territorial Limits).

19.1 **We** require that:

19.1.1 **You** comply with all the relevant laws, by-laws, statutory regulations and best practises that may be applicable to **Your** nature of **Business** / activities.

19.1.2 Buildings and structures must be built in accordance with the relevant legislation to which it is subject.

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

19.1.4 All generator installations, gas installations, electric fences and other similar electrical installations (inclusive of **Water Apparatus** installations) be performed by qualified personnel and **You** must receive a certificate of compliance for all of these installations and others that are required by law.

We may require that **You** provide evidence in support of the above requirements it being understood that **Your** failure to comply with the regulations and / or laws construction requirements, statutory laws and maintenance may result in **Your** claim not being paid.

20. LAW AND LEGAL JURISDICTION

20.1. **We** will not be liable for any loss, damage, costs or expenses directly or indirectly arising from the non- adherence to any applicable laws, regulations, rules / regulations of governing bodies, by-laws or rules of the Republic of South Africa.

20.2. This **Policy** will be governed by and interpreted in accordance with the laws of South Africa.

20.3. All disputes arising out of or in connection with this **Policy** will fall to the exclusive jurisdiction of the Courts of the Republic of South Africa.

21. COVER PROVIDED BY THIS POLICY

No cover will be provided if the premium for this **Policy** has not been received asmentioned under General Condition headed **Payment of Premium**.

No cover will be provided under this **Policy** or any **Section** if either the insured amount or the limit of compensation shown in the **Schedule**:

21.1. has no monetary amount next to it or is left blank, or

21.2. has been filled in as "nil", or

21.3. has been filled in as "not applicable".

22. AUTOMATIC INCREASE MARGIN

The **Sums Insured** under **Section** 1: Fire, **Section** 2: Buildings Combined, **Section** 3: Office Contents, **Section** 25: Homeowners and Section 26: Household Contents will be increased automatically on the **Renewal Date** shown in **Your Schedule**.

This does not relieve **You** of **Your** responsibility to ensure that the **Sums Insured** represent the full replacement value of the property at all times.

Should a claim arise during the period but prior to the next Renewal **Date** shown in **Your Schedule**, the **Sums Insured** of the above will be proportionally increased in relation to the **Annual Period**.

23. WARRANTIES / NOTES / ENDORSEMENTS

Cover is subject to the warranties and / or notes and / or endorsements as stated in the **Schedule** and are an essential element to the **Policy**. These can determine the validity of the **Policy** and must be strictly observed and complied with.

Such warranties and / or notes and / or endorsements are specific provisions and / or conditions which are written **Variations** to the **Policy** and which modify certain **Terms and Conditions**. These can add, delete, or change the cover provided by the **Policy**.

If **You** fail to comply with any of the aforementioned, or if **You** provide incorrect **Material Facts**, it will result in a claim being rejected, or the **Policy** being cancelled from the date that such breach of compliance is established.

24. TERRITORIAL LIMITS

Unless stated otherwise in the **Policy Sections** / **Schedule** and / or **Annexure** and / or **Addendum** the territorial limits are noted as the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Malawi, Mozambique, and Zambia.

27. ACTIONS OF CONSULTANTS

You may not without **Our** consent accept responsibility for the actions or failures, errors or errors in judgement of any consultant practicing in any professional discipline not included in the **Business**, whether or not the fees accruing to such consultant are included in the declaration of fees as provided for in General Condition headed Adjustment of Premium.

28. RIGHTS OF RECOURSE

We strictly prohibit the waiving of rights of recourse. **You** must not waive **Your** right of recourse against any party under any circumstances. If this occurs, **You** may forfeit **Your** right to claim or to be indemnified for any claim in terms of this **Policy** in terms of which **We** may have a right of recourse.

29. RESPONSIBILITIES OF OTHERS

You warrant that **Your** employees, members, partners, directors, principals, nominated drivers, any resident or user of any **Insured Property** or any other person or entity over which **You** exercise control, will comply with the **Terms and Conditions** contained in the **Policy** / **Schedule** / **Addendum** as the case may be and agree that in the absence of such compliance, **We** may be entitled to void the entire **Policy**, a **Section** of the **Policy** or an item insured in terms of the **Policy** or reject any claim under this **Policy**.

30. SUSPENSION OF INSURANCE COVER

We may at **Our** option (subject to the **General Condition** headed **Cancellation**) suspend cover relative to any **Section** of the **Schedule** to this **Policy** inclusive of but not limited to:

30.1. **You** failing to comply with any statutory or building requirement to which this **Policy** is subject,

30.2. any condition to which the **Policy** may be subject to in writing or endorsement by **Us** and thereafter directed to **You** or an appointed representative of **Yours**.

GENERAL EXCLUSIONS

All the exclusions listed below are paramount and override anything contained in the **Policy / Schedule** and any Endorsement thereto which are inconsistent therewith.

No cover is provided in terms of any of the following:

1. WAR, RIOT AND TERRORISM EXCLUSION

1.1. This **Policy** does not cover any claim, cost, liability, loss or damage directly or indirectly caused by, happening through or occasioned by, in connection with or in consequence of:

1.1.1. war, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not) or civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising,

1.1.2. military uprising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or requisition, expropriation, nationalisation or destruction of or damage of property by or under the order of any Government or public or local authority, or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege,

1.1.3. abandonment and / or dispossession (temporary or permanent) due to detention, confiscation, seizure, requisition, expropriation, restraint, commandeering, nationalisation, appropriation, destruction of or damage to property by or under order of any government de jure or de facto or by any public or local authority,

1.1.4. 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 aforegoing,

1.1.5. 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,

1.1.6. any act intended to bring about loss or damage in order to further any political aim, objective, or cause, or to bring about any social or economic change, or in protest against any State or Government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof,

1.1.7. any attempt to perform any act referred to in (1.1.1.) to (1.1.6.) above.

1.1.8. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (1.1.1.) to (1.1.7) above.

If **We** allege that, by reason of clause (1.1.1.) to (1.1.8.) of this Exclusion, loss or damage is not covered by this **Policy**, the burden of proving the contrary will rest with **You**.

1.2. This **Policy** does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this **Policy** applies.

1.3. Regardless of any provision to the contrary within this **Policy** or any endorsement thereto, this **Policy** does not cover any liability, loss, cost or expense caused by any **Act of Terrorism** that is directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with the use or release, or threat thereof, of any nuclear weapon or device or chemical, biological, or radiological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an **Act of Terrorism** means any actual or threatened violent act or act harmful to human life, tangible or intangible property or infrastructure, directed towards or having the effect of :

1.3.1. influencing or protesting against any de jure or de facto government or policy thereof, or

1.3.2. intimidating, coercing or putting in fear a civilian population or section thereof.

In any action, suit or other proceedings where **We** allege that by reason of this exclusion loss, damage or expense is not covered by this **Policy**, the burden of proving that such loss, damage or expense is covered will rest upon **You**.

2. NUCLEAR AND INSTITUTE RADIOACTIVE CONTAMINATION EXCLUSION

For the purpose of this exclusion the below mentioned definitions bear reference and apply:

2.1. High Radioactivity Zone or Area: means:

2.1.1. for nuclear power stations and **Nuclear Reactors**, the vessel or structure which immediately contains the core (inclusive of its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store, and

2.1.2. for non-reactor **Nuclear Installations**, any area where the level of radioactivity requires the provision of a biological shield.

2.2. Nuclear Energy Risks: means:

2.2.1. any **Property** on the site of a nuclear power station, **Nuclear Reactor**, reactor buildings and plant and equipment therein and thereon and / or on any site other than a nuclear power station,

2.2.2. all **Property**, on any site (inclusive of but not limited to the sites referred to in (2.2.1. above) used or having been used for the generation of nuclear energy or the production, use or storage of **Nuclear Material**.

2.2.3. any other **Property** eligible for cover in terms of this **Policy**,

2.2.4. the supply of goods and services to any of the sites described in (2.2.1) and (2.2.3) above due to the perils of irradiation and contamination by **Nuclear Material.**

2.3. Nuclear Material: means **Nuclear Fuel**, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of **Nuclear Fission** outside a **Nuclear Reactor**, either alone or in combination with some other material; and **Radioactive Products or Waste.**

2.4. Nuclear / Radioactive Products / Waste: means:

2.4.1. any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of **Nuclear Fuel** but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose, and

2.4.2. **Radioactive Products / Waste** as stated in (2.4.1.) above.

2.5. Nuclear Installation: means:

2.5.1. any **Nuclear Reactor**,

2.5.2. any factory using **Nuclear Fuel** for the production of **Nuclear Material**, or any factory for the processing of **Nuclear Material**, inclusive of any factory for the reprocessing of irradiated **Nuclear Fuel**, and

2.5.3. any facility where **Nuclear Material** is stored.

2.6. Nuclear Reactor: means any structure containing **Nuclear Fuel** in such an arrangement that a self-sustaining chain process of **Nuclear Fission** can occur therein without an additional source of neutrons.

2.7. Nuclear Fission: means a nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy.

2.8. Nuclear Fusion: means a nuclear reaction in which atomic nuclei of low atomic number fuses to form a heavier nucleus with the release of energy.

2.9. Nuclear Radiation: means the absorption of electromagnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.

2.10. Nuclear Fuels: means a substance that will sustain fission chain reaction so that it can be used as a source of nuclear energy.

2.11. Nuclear Explosives: means an explosive involving the release of energy by **Nuclear Fission** or **Nuclear Fusion**, or both.

2.12. Nuclear Weapon: means a nuclear device designed, used or usable for inflicting bodily harm or **Property** damage.

2.13. Production, Use or Storage of Nuclear Material: means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling, and disposal of **Nuclear Material**.

2.14. Property: For the purpose of this exclusion: means all land, buildings, structures, plant, equipment, vehicles, contents (inclusive of but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

A. This **Policy** does not cover any loss, destruction, damage, claim, cost, expense, bodily injury, liability or consequential loss of whatsoever nature resulting from or arising from whether directly or indirectly caused by or arising out of:

(i) **Nuclear Energy Risks,** ionising radiations or contamination by radioactivity from any **Nuclear Fuel** or from any **Nuclear Waste** from the combustion of **Nuclear Fuel**,

(ii) the combustion or use of **Nuclear Fuel**, **Nuclear Material**, **Nuclear Fission** or **Nuclear Fusion**, **Nuclear Radiation**, **Nuclear Explosives** or any **Nuclear Weapon**, **Nuclear Waste** in whatever form.

(iii) any **Property** in the **High Radioactivity Zone or Area** or any **Nuclear Installation** as from the introduction of **Nuclear Material** or for reactor installations as from fuel loading,

(iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **Nuclear Installation**, **Nuclear Reactor** or other nuclear assembly or nuclear component thereof:

(v) any weapon of war employing atomic or **Nuclear Fission** and / or **Nuclear Fusion** or other like reaction or radioactive force or matter.

B. For the purpose of this Exclusion only, combustion will be inclusive of any self-sustaining process of **Nuclear Fission**.

3. <u>CYBER LOSS LIMITED EXCLUSION (PROPERTY) LMA5410</u>

For the purpose of this exclusion the below mentioned definitions bear reference and apply:

3.1. 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, data storage device, networking equipment or back up facility, owned or operated by **You** or anyone else.

3.2. Crisis Management: means any notification costs, crisis consultancy costs, credit monitoring expenses, replacement of actual credit or payment cards, forensic expenses, public relations expenses or legal advice and services arising out of or in connection with a **Data Breach**.

3.3. Cyber Act: means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System** or **Data** by **You** or anyone else.

3.4. Cyber Incident: means:

3.4.1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System** whether by **You** or anyone else; or

3.4.2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System** or **Data** by **You** or anyone else, or

3.4.3. any **Malware or Similar Mechanism**.

3.5. Data: means information, facts, concepts, codes or any other information of any kind or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment / **Computer Systems.**

3.6. Data Breach: means:

3.6.1. the theft, loss, access to, acquisition of, or unauthorised or unlawful use or disclosure of any person's or organisation's confidential or personal information, inclusive of patents, trade secrets, processing methods, customer lists, financial information, credit or payment card information, health information, biometric data or any other type of non-public information, involving access to, processing of, use of or operation of any **Computer System**; or

3.6.2. the violation of any statute, regulation, common-law, or any other law regulating or protecting access to collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of **Data**.

3.7. Insured Perils: means physical damage which is directly occasioned by fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow

3.8. Malware and Similar Mechanism: means any programme code, programming instruction or other set of instructions constructed with the purpose or ability to damage, interfere with or otherwise adversely affect **Computer Systems**, computer programmes, data files, **Data** or operations (inclusive of but not limited to Virus, Trojan Horse, Logic Bombs or Denial of Service Attacks).

3.9. Time Element Loss: means business interruption, contingent business interruption or any other consequential losses

A. Regardless of any provision to the contrary within this **Policy** or any endorsement thereto, this **Policy** excludes all loss, damage, legal liability, cost, expense, fines, penalties or **Time Element Loss** of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

(i) 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 paragraph (B),

(ii) 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.**

(iii) a **Cyber Act** or **Cyber Incident** inclusive of but not limited to, any action taken in controlling, preventing, suppressing, or remediating any **Cyber Act** or **Cyber Incident**, as well as,

(iv) any **Data Breach**, or **Crisis Management**, any loss of use, reduction in functionality, repair, replacement, restoration, reproduction, or theft of **Data**, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

B. This General Exclusion will not apply to accidental, physical, sudden and unforeseen damage to and / or loss or destruction of the **Insured Property** (excluding **Data**) caused by an **Insured Peril** directly occasioned due to a **Cyber Incident**. However, any **Time Element Loss** and all legal liability resulting therefrom remains excluded.

4. CYBER AND DATA LIMITED EXCLUSION LMA5476 (APPLICABLE TO ALL CASUALTY CLASSES)

For the purpose of this exclusion the below mentioned definitions bear reference and apply:

4.1. Bodily Injury: means the term as defined in any **Section** of the **Policy** inclusive of mental injury, mental anguish or mental disease resulting directly from actual **Bodily Injury.**

4.2. 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, data storage device, networking equipment or back up facility, owned or operated by **You** or anyone else.

4.3. Crisis Management: means any notification costs, crisis consultancy costs, credit monitoring expenses, replacement of actual credit or payment cards, forensic expenses, public relations expenses or legal advice and services arising out of or in connection with a **Data Breach**.

4.4. Cyber Act: means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System** or **Data** by **You** or anyone else.

4.5. Cyber Incident: means:

4.5.1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System** whether by **You** or anyone else; or

4.5.2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System** or **Data** by **You** or anyone else, or

4.5.3. any **Malware or Similar Mechanism**.

4.6. Data Breach: means:

4.6.1. the theft, loss, access to, acquisition of, or unauthorised or unlawful use or disclosure of any person's or organisation's confidential or personal information, inclusive of patents, trade secrets, processing methods, customer lists, financial information, credit or payment card information, health information, biometric data or any other type of non-public information, involving access to, processing of, use of or operation of any **Computer System**; or

4.6.2. the violation of any statute, regulation, common-law, or any other law regulating or protecting access to collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of **Data**.

4.7. **Data** : means information, facts, concepts, codes or any other information of any kind or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment / **Computer Systems.**

4.8. **Property Damage:** means physical damage which is directly occasioned by fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

A. Regardless of any provision to the contrary within this **Policy** or any endorsement thereto this **Policy** excludes all actual or alleged loss, damage, legal liability, claim, fines, penalties, **Bodily Injury**, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

(i) **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**

(ii) **Data Breach**; or

(iii) loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss of, damage to, corruption of, inability to access or inability to manipulate or theft of any **Data**, including any amount pertaining to the value of such **Data**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

B. For the avoidance of doubt, this **Policy** also excludes all **Crisis Management Costs** howsoever arising.

Nothing contained in the foregoing will provide any coverage for any action taken in controlling, preventing, suppressing or remediating a **Cyber Incident** or a **Cyber Act**.

5. ASBESTOS EXCLUSION

Applicable to **Section** 2: Buildings Combined Sub- Section D (Liability), **Section** 13: Public Liability (Broadform) Claims Made Basis, **Section** 14: Employers Liability and **Section** 28: Personal Liability, of this **Policy**.

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.

6. GUARANTEES AND WARRANTIES

Subject to the basis of indemnification of each **Section**, in the event of accidental physical and unforeseen damage by an event indemnified in terms of the cover provided to the **Insured Property** which is still the subject of a supplier's / manufacture's guarantee or warranty, in repairing such property, all reasonable steps will be taken to preserve the residual guarantee or warranty or, when replacing or reinstating, to do so with a residual and comparable guarantee or warranty remaining in place.

Provided that:

6.1. the total amount recoverable will not exceed the **Sum Insured** or limit of indemnity of the particular **Section** or item as the case may be, and

6.2. **We** will not be liable for any loss of such benefit due to the fact that **We** had to inspect such property or the internal components or for purposes of carrying out a repair, where no damage is done to the property due to the repair.

7. CONSEQUENTIAL OR INDIRECT DAMAGE AND / OR LOSS EXCLUSION

Subject to the basis of indemnification of each **Section**, **We** will not provide cover to **You** for consequential or indirect loss or damages of any kind or description whatsoever, inclusive of loss of market value or depreciation other than those specifically stated to be included in this **Policy** or where **We** have agreed otherwise.

8. EXCLUDED PERILS / RISKS / CIRCUMSTANCES

This **Policy** does not cover loss (consequential or otherwise) or damage directly or indirectly arising out of, caused by attributed to or resulting from:

8.1. wear and tear,

8.2. depreciation,

8.3. electrical or mechanical breakdown,

8.4. rust,

8.5. corrosion,

8.6. mildew,

8.7. moth,

8.8. vermin,

8.9. insects,

8.10. domestic pets,

8.11. any gradually operating cause,

8.12. process of dying,

8.13. cleaning,

8.14. renovating,

8.15. the action of light or atmospheric conditions,

8.16. faulty and / or defective and / or inferior design, workmanship and / or materials and anything not fit for its intended purpose,

8.17. any loss and / or damage and / or legal liability directly or indirectly caused by, or arising from, or aggravated by, or resulting from legal or illegal mining activities or any gas line breaks or explosions.

9. FRAUDULENT SCHEME, TRICK, DEVICE OR FALSE PRETENCE EXCLUSION

Except for cover provided under **Section** 9: Fidelity or the Fidelity **Specific Extension** under **Section** 7: Money insured hereby, this **Policy** does not cover loss or damage directly or indirectly arising out of, caused by attributed to or resulting from:

9.1. any fraudulent scheme, trick, device, or false pretence practiced on **You** or any person acting on **Your** behalf (or any person having custody of **Your** property), or

9.2. fraud, or

9.3. the dishonesty of any of **Your** employees, principals, or agents.

10. PRE-EXISTING LOSS / DAMAGE

This **Policy** does not cover any pre-existing losses and / or damage to any **Insured Property**.

11. COMMUNICABLE DISEASE EXCLUSION LMA5394 (PROPERTY)

For the purpose of this Exclusion the following definition terms bear reference and apply:

11.1. Authority: means:

11.1.1. World Health Organization,

11.1.2. any appropriate Local, National, Governmental, or International Body, Agency, or State approved Authority.

11.2. Communicable Disease: means:

11.2.1. any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

11.2.1.1. the substance or agent is inclusive of but is not limited to, any infectious or contagious disease, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not (or whether asymptomatic or not), and

11.2.1.2. the method of transmission, whether direct or indirect, is inclusive of but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

11.2.1.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

11.3. Claim: means (for the purpose of this exclusion, inclusive of but not limited to):

11.3.1. the imposition of quarantine or the restriction in movement of people, animals, or goods by any **Authority**,

11.3.2. any travel advisory or warning being issued by any **Authority**,

11.3.3. any public utilities or telecommunication services being interrupted or suspended (whether temporarily or permanently),

11.3.4. any action / prohibition / restriction issued by any **Authority** or promulgated by law, inclusive of but not limited to the prevention or restriction of access to, or use of premises / buildings / facilities or the inference with the **Business**,

11.3.5. any loss due to interruption to or interference with the **Business**,

11.3.6. any action taken in preventing, containing, controlling, or dealing with the manifestation, outbreak or spread thereof.

A. Regardless of anything contained to the contrary in this **Policy** or any endorsement thereto, this **Policy** excludes any loss, damage, legal liability, **Claim**, cost, business interruption, contingent business interruption, consequential loss or any expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto as well as any cost to clean-up, detoxify, remove, monitor or test for a **Communicable Disease.**

12. COMMUNICABLE DISEASE EXCLUSION LMA5399 (CASUALTY)

For the purpose of this **Communicable Disease** Exclusion the following definition terms bear reference and apply:

12.1. Authority: means:

12.1.1. World Health Organization,

12.1.2. any appropriate Local, National, Governmental, or International Body, Agency, or State approved Authority.

12.2. Communicable Disease: means:

12.2.1. any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

12.2.1.1. the substance or agent is inclusive of but is not limited to, any infectious or contagious disease, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not (or whether asymptomatic or not), and

12.2.1.2. the method of transmission, whether direct or indirect, is inclusive of but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

12.2.1.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health or human welfare or property damage.

12.3. Claim: means (for the purpose of this exclusion, inclusive of but not limited to):

12.3.1. the imposition of quarantine or the restriction in movement of people, animals, or goods by any Authority,

12.3.2. any travel advisory or warning being issued by any Authority,

12.3.3. any public utilities or telecommunication services being interrupted or suspended (whether temporarily or permanently),

12.3.4. any action / prohibition / restriction issued by any Authority or promulgated by law, inclusive of but not limited to the prevention or restriction of access to, or use of premises / buildings / facilities or the inference with the **Business**,

12.3.5. any loss due to interruption to or interference with the Business,

12.3.6. any action taken in preventing, containing, controlling, or dealing with the manifestation, outbreak or spread thereof.

A. Regardless of any provision to the contrary within this **Policy**, this **Policy** excludes all actual or alleged loss, legal liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount incurred by or accruing to **You**, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease** as well as any cost to clean-up, detoxify, remove, monitor or test for a **Communicable Disease.**

13. SANCTIONS EXCLUSION (LMA3100)

13.1. **We** will not provide any cover or be deemed to provide any cover and will not be liable to pay any claim or provide any benefit in terms of the **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** 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 or Switzerland, insofar as they are not in contradiction to the legislative provisions applicable to any German or EU legislation or regulation concerned.

13.2. **We** have the right, at **Our** sole discretion and in all instances not to provide cover or to void and / or cancel the **Policy**, any **Section** and / or item due to the activities mentioned in paragraph (12.1.) above or where **We** become aware of any breach of this Sanctions Exception.

13.3. It is further declared and agreed that the embargo provisions of the European Union European Union, United Kingdom, United States of America and Switzerland are respected by **Us**. **We** agree that this **Policy** will provide no benefit to any persons, entities and / or bodies listed in the mentioned territories regulations and that no cover or payment of any claim will be made which would expose **Us** to any sanction, prohibition or restriction as stipulated under paragraph (12.1) above.

14. RUSSIA, UKRAINE AND BELARUS EXCLUSION

It is understood and agreed that this **Policy** does not provide any cover and does not include any liability to pay any claim or provide any benefit in respect of any goods, service, insured items or risks located in Russia, Ukraine or Belarus, of Russian, Belarussian or Ukrainian origin, to be transported to or from Russia, Ukraine, Belarus or directly or indirectly owned by a Russian, or Belarussian person or entity on the trade and economic sanction list, or in any other way subject to a Russian, Belarussian interest on the trade and economic sanction list, unless otherwise agreed by **Us** in writing.

Ukraine means the occupied territories in the Ukraine that are not controlled by the government of the Ukraine.

Sanctioned list refers to the trade and economic sanctions list of the United Nations Security Council, European Union, United Kingdom, United States of America and Switzerland.

15. GRID FAILURE EXCLUSION 01/04/2023

General Exclusion applicable to all **Sections** of this **Policy**.

For the purpose of this exclusion the below mentioned definitions bear reference and apply:

15.1. **Electricity Supplier:** means any National, Regional, Municipal, Local and / or Private entity / body / company who governs, directs and / or has control and / or provides electricity to **You** or anyone else.

15.2. Grid Failure: means a total or partial interruption, interference or suspension of electricity supply or electricity outage, whether by an electricity cut, electricity failure, electricity blackout, electricity loss, or an absolute blackout due to the collapse, fault, failure, neglect, damage, inability or any other cause whatsoever (inclusive of any Government action) of any electricity provider or **Electricity Supplier** to produce, connect, supply, transmit or distribute electricity to You or anyone else.

A. This **Policy** will not provide cover for any loss, damage, legal liability, cost, expense, business interruption or consequential loss of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with **Grid Failure** for whatsoever reason (inclusive of any **Electricity Supplier's** action, decision or omission relating to the production, connection, supply, transmission or distribution of electricity).

B. For the purpose hereof, any effects on any other public / private utility or service due to **Grid Failure**, inclusive of but not limited to the disruption of water supply, telecommunications and sewage systems, is also excluded.

16. ILLEGAL USE AND / OR OCCUPATION OF INSURED PROPERTY EXCLUSION

In the event of any occupation of or use of **Your** premises that results directly or indirectly from the contravention of any laws of the Republic of South Africa inclusive of laws and / or regulations of countries that falls within the approved territorial limits of this **Policy**, for example: public policy, municipal by-laws (however not limited to these examples) will result in cover being suspended from the date of such occupation or use. For the purpose hereof, any claims as a result of illegal connections to / from **Insured Property** is also excluded hereby.

If **We** allege that, by reason of illegal use and / or occupation of **Insured Property**, loss or damage is not covered the burden of proving the contrary will rest upon **You**.

17. CONFISCATION AND FORFEITURE

We will not be liable for any loss, damage, costs or expenses directly or indirectly arising from detention, seizure, confiscation, forfeiture, impounding or requisition carried out by customs, SA Police Services, Crime prevention units or other duly authorised / lawfully constituted officials or authorities. For clarity, any appropriation or expropriation is also excluded.

18. POLLUTION AND CONTAMINATION EXCLUSION CLAUSE

18.1. This **Policy** will not provide cover for any loss, damage, legal liability, cost, expense, business interruption or consequential loss of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with contamination, pollution, soot, deposition, impairment with dust, chemical precipitation, adulteration, poisoning, impurity, epidemic and disease or due to any limitation or prevention of the use of objects because of hazards to health.

18.2. This General Exclusion will not apply to accidental, physical, sudden and unforeseen loss or damage to **Insured Property** caused by fire, lighting, explosion, impact of aircraft, vehicle impact, sonic boom, accidental escape of water from any tank, apparatus or pipe, malicious damage, storm, hail, flood, inundation, earthquake, subsidence, landslip, snow pressure, avalanche or volcanic eruption or public liability insured under the policy, to the extent that the liability arises from a sudden, identifiable, unintended and unexpected event from **Your** standpoint which takes place in its entirety at a specific place and time during the **Annual Period**.

If **We** allege that loss or **Damage** is not covered by this **Policy**, the burden of proving the contrary will rest with **You**.

19. MATERIAL DAMAGE PROVISION

This **Policy** excludes Business Interruption (inclusive of Contingent Business Interruption) which is not a result of an insured **Physical Damage Peril**.

Physical Damage Perils are defined as:

19.1. Fire, lightning or explosion,

19.2. Storm, wind, water, hail or snow,

19.3. Impact,

19.4. Earthquake or any other natural catastrophe

GENERAL PROVISIONS

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

1. CLAIMS PREPARATION COSTS

The insurance offered under each **Section** of this **Policy** is inclusive of costs reasonably incurred by **You** in producing and certifying any particulars or details required by **Us** in terms of the General Condition headed Claims or to substantiate the amount of any claim, provided that **Our** liability for such costs in respect of any one claim will not exceed in respect of a particular **Section** the amount stated in the **Schedule / Annexure / Addendum**.

2. PAYMENTS ON ACCOUNT

In respect of any **Section** where amounts recoverable from **Us** are delayed pending finalisation of any claim, payments on account may be made to **You**, if required and will be at **Our** discretion.

3. MEMBERS

Wherever the word “director” is used it is deemed to be inclusive of “member” if **Your Business** is that of a close corporation or “partner” if **Your Business** is that of a partnership.

4. MEANING OF WORDS

The **Schedules / Annexures / Addendum** and any Endorsements thereto and the **Policy** must be read together and any word or expression to which a specific meaning has been given in any part thereof will bear such meaning wherever it may appear.

5. POLICY INTERPRETATION

It is recorded that the cover that is provided by this **Policy** and the **Terms and Conditions** have been agreed and accepted by **You** before entering into the **Policy** and that the rule of construction that this **Policy** will be interpreted against the party responsible for its preparation and drafting will not apply.

One **Section** may not be used to interpret another **Section**.

6. HOLDING COVERED ARRANGEMENTS

If **We** are holding covered on a risk, then **We** will not reject a claim on the basis that the premium has not been agreed.

In respect of items being subject to the holding covered arrangement, it is hereby warranted that:

6.1. no claim has occurred if the holding covered arrangement has been given retrospectively and no such claim will be paid if **We** are not advised,

6.2. **Your** acceptance of the terms of any holding covered arrangement whether by **You** and / or **Your** Intermediary / Agent authorises **Us** to verify all previous insurance details with other Financial Service Providers and Institutions as well as to perform credit checks with all major Credit Information Companies,

6.3. cover is subject to a duly signed proposal form inclusive of all bona fide information, a satisfactory Survey Report where requested, the outcome of the Credit Bureau Report as well as previous claims experience being provided.

6.3.1. If the survey or Credit Bureau findings are unfavourable, **We** reserve the right to withdraw or modify the quotation terms and the holding covered arrangement with immediate effect,

6.4. the holding covered arrangement is strictly subject to the **Terms and Conditions** of the **Policy**, security and other requirements stipulated by **Us**,

6.5. premium is payable on or before the **Inception Date** or **Renewal Date** of the **Policy** or item as the case may. **We** will not be obliged to accept premium tendered after the **Inception Date** or **Renewal Date** as the case may be, but do so upon such terms as **We**, at **Our** sole discretion, may determine. (Please refer to the General Condition headed Payment of Premium.),

6.6. all holding covered arrangements that lapse or which are not taken up will be subject to a minimum time on risk premium equivalent to one month's premium being charged for the period that **We** are on cover,

6.7. The holding covered arrangement is put into place on the understanding that that there is no misrepresentation of **Material Facts**, inclusive of but not limited to a claim or circumstances which may give rise to a claim which happened from the date on which the holding covered arrangement becomes effective until the date contained in the official holding covered Agreement. If this is the case, this holding covered arrangement is of no force and effect.

7. SECURITY FIRMS

If an employee of a security firm employed by **You** under a contract causes loss or damage, then **We** will agree that if stated in the terms of the said contract that **You** may not claim against the said security firm, that **We** will not exercise **Our** rights of recourse against the said security firm and **We** will not raise as a defence to any valid claim submitted under any **Section** or sub-section of this **Policy** that **Our** rights have been prejudiced by the terms of any contract entered into between **You** and any security provider relating to the protection of the **Insured Property**.

8. VALUE ADDED TAX

All monetary amounts stated in this **Policy** are deemed to be Value Added Tax (VAT) inclusive amounts at the agreed percentage applicable in terms of the Vat Act (RSA) as amended from time to time, unless such amounts are not deemed to be VAT inclusive in terms of the VAT Act (RSA) as amended from time to time.

Value-Added Tax is commonly known as VAT. VAT is an indirect tax on the consumption of goods and services in the economy. Revenue is raised for government by requiring certain businesses to register and to charge VAT on the taxable supplies of goods and services. These businesses become vendors that act as the agents for government in collecting VAT.

Please note:

8.1. VAT will be dealt with in accordance with the Value-Added Tax Act No 89 of 1991 [VAT Act] "the VAT act" with particular reference to VAT treatment of specific suppliers in the Short-Term Insurance Industry.

8.2. In terms of a ruling issued by the Commissioner (SARS), the **Schedule** together with proof of payment constitutes an alternative to a tax invoice, debit note or credit note as contemplated in Section 20(7) and 21(5) of the VAT Act respectively and supersedes any **Schedule** or renewal notice issued by **Us** for this purpose; therefore, kindly ensure that, for the purpose of deducting VAT ("input tax") from SARS in relation to **Your** premium payment that **You** are in possession of the **Schedule**, together with proof that the premium has been paid e.g. bank statements.

9. LIABILITY UNDER MORE THAN ONE SECTION

We will 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.

10. RISK SURVEYS AND VALUE AT RISK

We will be permitted, but not obliged, to inspect **Your** property and operations at any time and at **Our** own discretion. Neither **Our** rights to make inspections nor the making thereof nor any report thereon will constitute an undertaking on behalf of, or for **Your** benefit or others, to determine or warrant that such property or operations are safe.

You are reminded of the General Condition headed Duty to Take Reasonable Steps and Precautions and **Your** ongoing responsibilities to ensure compliance therewith as well as all duties regarding the maintenance of the premises.

Risk Survey reports will exclude and are not intended to be:

10.1. structural engineer reports or building workmanship reports,

10.2. utilised to determine the condition and structural integrity of the roofing support structure and storm water drainage efficiency,

10.3. geo technical reports to ascertain soil types and underlying soil integrity,

10.4. designed to supersede or relax any legislation or standards applicable to Southern Africa,

10.5. an expert opinion, its aim being to identify and record the inspection conducted and protection measures observed at the time of the survey,

10.6. climatologist reports concerning flood and lightning risks.

When considered necessary, reasonable risk improvement requirements will be imposed by **Us**, subject to the relevant prescribed time frames, if applicable. Risk requirements need to be adhered to in order to ensure that insurance cover is in effect at the time of an event giving rise to a claim in terms of the **Policy**.

Any non-compliance with risk requirement measures will result in **Your** forfeiture to claim hereunder.

Where a Value at Risk Survey (VAR) has been conducted by a Valuator appointed and approved by **Us**, and the sum insured as stated in the **Schedule** is equivalent to the value as stated in the VAR, the "Average" Condition will not apply if:

10.7. The VAR is not older than 24 months,

10.8. **We** are notified of any newly acquired items purchased and the sum insured has been adjusted accordingly.

SPECIFIC PROVISIONS

1. Jewellery, fine arts, antiques, collectables and silver do not form part of the **VAR** unless updated valuation certificate accompany the report. It being noted and agreed that the costs associated with such updated valuation will be for **Your** own account.

2. Even though **We** extend these benefits to **You** as a value-added service, these surveys do not nullify nor alter **Your** responsibility to ensure that **Sums Insured** are adequate from inception and throughout the currency of this **Policy**.

11. FIRE PROTECTION

It is a condition precedent to liability under this **Policy** that all firefighting equipment or fire protection at the premises is installed, maintained and serviced in accordance with the Regulations contained in the National Building Regulations or any other regulations as may be contained in the respective Emergency Services Byelaws.

12. INTEREST ON PAYMENTS

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

13. HEADINGS

Headings included in this **Policy** should not be read in isolation.

14. EXAMPLES / SCENARIOS

Where examples / scenarios have been provided in this **Policy** it is meant for information/ training purposes only. Some technical accuracy might have been sacrificed for ease of explanation and cannot be used for legal interpretation.

15. AVERAGE (UNDER INSURANCE)

If the **Insured Property** 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 **You** will be considered as being **Your** own insurer for the difference and will bear a rateable share of the loss accordingly. Every item, if more than one, will be separately subject to this Condition where such Average Clause is applicable.

The example below, illustrates how **We** will calculate the settlement amount of a claim taking into consideration the principal of Average:

Item insured amount (as provided by client or broker)		-	R100 000.00
Loss and / or damage amount claimed		-	R 50 000.00
Actual Value of Item (post "Loss")		-	R150 000.00
Amount settled:			R100 000.00 x R50 000.00 R150 000.00
Total:	R33 333.33		
Less excess:	R 1 000.00		
Total settlement amount:	R32 333.33		

16. TYPE 2 SURGE PROTECTION DEVICE WARRANTY APPLICABLE TO POWER SURGE

Unless **We** have agreed otherwise it is warranted that any claim for loss or damage arising from **Power Surge** or fluctuations in the power supply voltage will be limited unless a Type 2 Surge Protection Device has been installed and maintained at the risk address containing **Insured Property** on all data lines, power supply plugs and to electrical distribution boards.

If a Type 2 Surge Protection Device is not installed at the premises as indicated above cover will be limited to the maximum **Basic Power Surge** limit stated in the **Schedule / Annexure** and **You** will be liable for the increased Compulsory Excess stated in the **Schedule / Annexure**.

If **We** say that a claim is not covered due to **Your** failure to comply with the conditions of this warranty, then **You** must prove the contrary.

17. INSTALLED SOLAR SYSTEM WARRANTY

17.1. It is hereby noted and agreed that **Your Installed Solar System** is insured in terms of the cover provided only if this has been specified as a separate item on **Your Schedule** and an additional premium has been paid.

17.2. The cover provided is strictly subject to ongoing compliance with the **Installed Solar System** Certificate of Compliance Warranty, Non-Contribution Clause and **Installed Solar System** Finance Clause.

17.3. It is a requirement precedent to any cover provided hereby that all the **Terms and Conditions** of this Endorsement as well as any **Terms and Conditions** forming part of the **Section** must be observed and complied with at all times failing which **You** will forfeit **Your** right to claim and **We** will be entitled to reject **Your** claim.

17.4. In compliance with the requirement that all **Electrical Installations** must be performed by a **Suitably Qualified Electrician**, it is also required that such **Suitably Qualified Electrician** must be in possession of a valid Contractors All Risks Policy which is inclusive of liability covering the installation, testing and commissioning of such installation.

17.5. The cover provided will only respond to sudden, unforeseen, accidental, physical loss or damage after installation, testing, commissioning and hand over has been completed. There is no cover while the **Installed Solar System** is being installed, tested and / or commissioned.

17.6. The option to replace, reinstate or repair **Your Installed Solar System** remains at **Our** discretion and **You** must have a valid claim for the **Installed Solar System**.

17.7. A linked alarm (refer to Warranty Section headed Linked Alarm Warranty) is required in order to qualify for theft cover unless **We** have previously agreed to waive this requirement in writing.

INSTALLED SOLAR SYSTEM CERTIFICATE OF COMPLIANCE WARRANTY

You agree that **You** will obtain the Certificate of Compliance (COC) once testing, commissioning and hand over has been completed. **We** reserve the right to call for the COC in the validation of any claim made hereunder if this has not been provided to **Us** at the time of **Us** accepting cover for the **Installed Solar System**.

You will forfeit **Your** right to claim hereunder if **You** fail to comply with the COC requirement and **We** will be entitled to reject **Your** claim if **We** establish that **You** have not complied with the provisions of this **Installed Solar System** Certificate of Compliance Warranty.

NON-CONTRIBUTION CLAUSE

If any insured event arising out of one original cause or source is more specifically insured against under any other extension or provision insured under this **Section** / **Policy**, this insurance will not be brought into contribution with such other extension or provision.

INSTALLED SOLAR SYSTEM FINANCE / RENTAL CLAUSE

Regardless of anything contained to the contrary in the **Policy** or Endorsement thereto it is noted and agreed that **We** will not be liable to notify any financier / lessor where **You** have breached the terms and conditions of such finance / rental agreement or where the **Policy** is endorsed or cancelled for whatsoever reason.

BASIS OF HOW WE WILL PROVIDE COVER

Our indemnity is limited to the replacement value, or the **Sum Insured** stated in the **Schedule** except for loss of or damage to batteries, where **Our** indemnity is limited to the percentage of depreciation to the replacement value of such batteries forming part of the **Installed Solar System** but never exceeding the initial purchase price, or the **Sum Insured** as stated in the **Schedule** whichever is the lesser.

Depreciation scale applicable to Lithium – ion batteries

AGE OF BATTERY	**% OF CO PAYMENT BY YOU**
Up to 5 Years	0%
More than 5 Years -7 Years	15%
More than 7 Years – 10 Years	50%
More than 10 Years but less than 12 Years	80%
More than 12 Years	No cover

Depreciation scale applicable to Lead plate batteries

AGE OF BATTERY	**% OF CO PAYMENT BY YOU**
Up to 5 Years	0%
More than 5 Years -7 Years	50%
More than 7 Years – 10 Years	80%
More than 10 Years	No cover

If a valid claim has been made against this **Section,** the sum insured must be sufficient to cater for the below additional costs and any settlement made will not exceed the combination of these costs and the **Sum Insured** of the **Installed Solar System** in respect of:

1. dismantling,

2. re-erection,

3. transportation,

4. removal of damaged property insured (but less the value of the remains),

5. importation duties and value added tax (if and where applicable).

PARTIAL LOSS

If the **Installed Solar System** suffers damage that can be repaired, the basis of how **We** will provide cover will be the cost of replacing or reinstating the damaged property to working order provided that, **We** will under no circumstance pay for any costs (additional or otherwise) incurred in respect of replacing, reinstating or upgrading **Your Installed Solar System** due to incompatibility howsoever arising.

The value of damaged parts which can be used will be deducted from any settlement offered hereunder and **We** will not cover any costs associated with any alteration, addition, improvement or overhaul or any costs (additional or otherwise) incurred in respect of replacing, reinstating or upgrading **Your Installed Solar System** or parts thereof due to incompatibility howsoever arising.

If damage is restricted to a part or parts of the **Installed Solar System**, **We** will not be liable for any amount greater than the value of such part or parts which are lost or damaged allowed for within the sum insured and provided that the sum insured is adequate.

If, without **Our** consent, temporary repairs are carried out by **You** in the interests of safety or to minimise further loss or damage to the **Installed Solar System** insured by this **Policy**, the cost of such temporary repairs will be borne by **Us**. In the event that the temporary repairs aggravate the loss or cause additional loss or damage to the **Installed Solar System**, any additional costs so incurred or consequence arising therefrom will be for **Your** own account.

TOTAL LOSS

If the **Installed Solar System** is totally destroyed, the basis of how **We** will provide cover will be the cost of replacing or reinstating on the same site property of equal performance and / or capacity or, if such be impossible, its replacement by property having the nearest equivalent performance and / or capacity to the property lost or damaged provided always that:

1. the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to **Your** requirements, subject to **Our** liability not being thereby increased) must be commenced and carried out with reasonable dispatch otherwise no payment exceeding the market value of the **Installed Solar System** immediately before the damage will be made,

2. until expenditure has been incurred by **You** in replacing or reinstating the **Installed Solar System**, then **We** will not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein,

3. these conditions will be without force or effect if:

3.1. **You** fail to intimate to **Us** within 6 months of the date upon which the damage occurred (or such further time as **We** may in writing allow) **Your** intention to replace or reinstate the **Installed Solar System**,

3.2. **You** are unable or unwilling to replace or reinstate the **Installed Solar System** on the same or another site.

If **You** fail to comply with any of the provisions of the conditions stipulated above, **You** will forfeit **Your** right to claim hereunder, and **We** will be entitled to reject **Your** claim.

SPECIFIC EXCLUSIONS

We will not indemnify **You** for any claim, cost or expense howsoever arising in respect of:

1. any installation which has not been completed by a **Suitably Qualified Electrician**,

2. any costs associated with making the Installed Solar System or any part thereof compatible,

3. any costs associated with any contribution towards any extension or provision insured under this Section / Policy,

4. any installation which increases the hazard to the structural design and load bearing capacity of the structure, inclusive of but not limited to faulty and inadequate installation, design and workmanship to the Installed Solar System or any other Insured Property or surrounding property thereto,

5. any loss or damage caused by, through or in connection with any of the causes listed in Specific Exclusion (4) above,

6. any theft or attempted theft which is not accompanied by forcible and violent means, unless this has been previously agreed to by Us in writing and endorsed hereto.

7. any cause resulting from or in any way connected to any other exclusion in terms of the Policy and / or Section to which the Installed Solar System Endorsement applies.

If **We** allege that loss or damage is not covered by this **Policy**, the burden of proving the contrary will rest with **You** and **We** will be entitled to reject **Your** claim.

PART 3

SECTION 1: FIRE & ALLIED PERILS

DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1. Accident / Accidental : means a fortuitous and unexpected event occurring at an identifiable place and time.

2. Insured Items: means **Items** selected by **You** (as further defined below) and noted on **Your Schedule** under this **Section** and will specifically refer to:

- **Item 1 – Buildings**
- **Item 2 – Rent**
- **Item 3 – Contents**
- **Item 4 – Stock**
- **Item 5 – Miscellaneous**

Item 1 – Buildings means buildings constructed of brick, stone or concrete and roofed with slate, tile, metal, concrete or asbestos unless otherwise stated in the **Schedule** inclusive of landlord's fixtures in or on walls (except dam walls), gate posts, fences and / or fixed property specified by **You** and accepted by **Us** in writing.

Item 2 – Rent means the rental value stated in the **Schedule** as further described under the **Optional Extensions**, if selected by **You**.

Item 3 – Contents means contents (refer Specific Provision 2 headed Contents (Property of Directors / Employees) - Item 3: Contents) plant, machinery, landlords' fixtures and fittings for which You are responsible, excluding stock & materials in trade, water apparatus / pipes and/or property more specifically insured.

Item 4 – Stock means stock and materials in trade inclusive of deterioration of stock as a result of a peril insured under the cover provided in terms of this **Section**.

Item 5 – Miscellaneous means miscellaneous items specified by **You** and accepted by **Us** in writing which are described on **Your Schedule** and tenants improvements.

3. IPX Safety Ratings: means water IPX Standards where:

- IPX-1 offers protection from dripping water from above the device for at least 10 minutes.
- IPX-4 offers protection from a slash of water in any direction for at least 5 minutes.

4. Material Damage Perils: means fire, lightning, explosion, storm, wind, water, hail, snow, impact, earthquake or any other natural catastrophe.

5. Retaining Wall: means a wall which is regarded as a structure specifically designed and built in order to restrain the lateral force of the earth, ground, rocks or other material that the structure is holding back or supporting.

COVER PROVIDED

We will indemnify **You** for **Accidental**, sudden and unforeseen physical loss / damage to the whole or part of the property described in the **Schedule** owned by **You** or for which **You** are responsible, inclusive of alterations made by **You** as tenants to the buildings and structures caused by:

1. fire or subterranean fire,

2. lightning or thunderbolt,

3. explosion,

4. such additional perils as are stated in the **Schedule** to be included.

SPECIFIC CONDITIONS

1. AVERAGE (UNDER INSURANCE)

If the **Insured Property** 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 **You** will be considered as being **Your** own insurer for the difference and will bear a rateable share of the loss accordingly. Every item, if more than one, will be separately subject to this Condition.

2. ADDITIONAL PERILS (IF STATED TO BE INCLUDED)

It is understood and agreed that in respect of each additional perils extension included in this insurance all the Exclusions and Conditions applicable to this **Policy** will apply as if they had been incorporated therein and for the purposes thereof, any damage insured will be deemed to have been caused by fire.

3. STOCK DECLARATION CONDITIONS (IF STATED TO BE INCLUDED)

In respect of Stock and Materials in Trade insured under "**Item 4: Stock**" of 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:

3.1.

3.1.1. **You** need to declare to **Us** in writing the market value of **Your** Stock and Materials in Trade on the last day of each month / quarter (as stated in the **Schedule**) and will make such declaration within 31 days thereof, otherwise **You** will be deemed to have declared the **Sum Insured** on such property as the market value thereof,

3.1.2. After each **Annual Period**, the premium will 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 will be payable by or to **You** as the case may be, but the amount payable by **Us** will not exceed 50% of the provisional premium,

3.2. Any claim hereunder will be settled on the basis of the market value immediately prior to the damage,

3.3. 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 **You** will 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 will, if applicable, operate cumulatively with the provisions of the Specific Condition relating to **Average** (under insurance),

3.4. In consideration of the insurance not being reduced by the amount of any loss, **You** will pay additional premium on the amount of the loss from the date thereof to expiry of the **Annual Period** and such extra premium will not be taken into account and will be distinct from the final adjustment premium,

3.5. **Our** liability will not exceed the sum insured and premium will not be receivable on values in excess thereof,

3.6. The above Specific Condition will apply separately to each item of the specification to which these Stock Declaration Conditions apply.

CLAUSES AND EXTENSIONS

1. DESIGNATION OF PROPERTY CLAUSE

For the purpose of determining where necessary which **Insured Items** any property is insured, **We** agree to accept the designation under which such property has been entered into **Your** books.

2. CONTENTS CLAUSE (PROPERTY OF DIRECTORS / EMPLOYEES) - ITEM 3: CONTENTS

The term **Contents** referred to in the definition of property under **Item 3: Contents**, is inclusive of but is not restricted to personal effects, tools and bicycles, **Your** property or that of **Your** directors or employees in so far as such property is not otherwise insured.

The benefit under this clause is limited to the amount stated in the **Schedule / Annexure / Addendum** for any one individual in respect of property lost or damaged whilst on **Your** premises.

3. LIMITATIONS CLAUSE - ITEM 3: CONTENTS

Our liability under **Item 3: Contents** noted in the **Schedule** is restricted up to the amount as stated in the **Schedule**, in respect of money and stamps; 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.

4. ALTERATIONS AND MISDESCRIPTION CLAUSE

The insurance under this **Section** will 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, and / or structural alterations or repairs to buildings, machinery or plant, provided that notice is given to **Us** as soon as practicable but not later than 31 days after such event and **You** further agree to pay additional premiums if required.

5. ARCHITECTS' AND OTHER PROFESSIONAL FEES CLAUSE

The insurance under **Item 1: Buildings** and **Item 3: Contents** of the **Schedule** is inclusive of professional fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of the **Insured Property** following damage by the cover provided, however in no case exceeding the percentage / amount stated in the **Schedule / Annexure** in respect of such damage and provided that the total amount recoverable will not exceed the **Sum Insured** on the property affected.

The amount payable in respect of such fees will not include expenses incurred in connection with the preparation of **Your** claim.

6. CAPITAL ADDITIONS CLAUSE

The insurance under this **Section** covers alterations, additions and improvements (but not appreciation in value in excess of the **Sum Insured**) to the property (other than Stock and Materials in Trade as insured under **Item 4: Stock**) not exceeding the percentage / **Sum Insured** amount stated in the **Schedule / Annexure** and provided that the total amount recoverable will not exceed the **Sum Insured** on the property affected, it being understood that **You** undertake to advise **Us** each month (or quarterly, if the **Policy** premiums are payable annually) of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

7. COST OF DEMOLITION AND CLEARING AND ERECTION OF HOARDINGS CLAUSE

The insurance under this **Section** is inclusive of costs necessarily incurred by **You** in respect of the demolition of buildings and machinery, and/ or the removal of debris (inclusive of stock debris), and in providing, erecting and maintaining hoardings required during demolition, site clearing and / or building operations following damage to the **Insured Property** by the cover provided.

Provided that the total amount recoverable will not exceed the percentage / **Sum Insured** stated in the **Schedule** / **Annexure** and provided that the total amount recoverable will not exceed the **Sum Insured** which bears to the **Insured Property** which has been affected.

We will not pay for any costs or expenses:

7.1. incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site, and / or

7.2. arising from pollution or contamination of property not insured by this **Policy** (refer to the General Exclusion headed Pollution / Contamination Exclusion).

8. FIRE EXTINGUISHING CHARGES CLAUSE

Any costs relating to the extinguishing or fighting of fire, will be deemed to be damage to the **Insured Property** and will be payable in addition to any other payment for which **We** may be liable in terms of this **Section** and provided **You** are legally liable for such costs and the **Insured Property** was in danger from the fire.

9. INTERESTS OF OTHER PARTIES – MORTGAGEE CLAUSE FOR BANKS AND FINANCIAL INSTITUTIONS (01/11/2023)

If any bank or any other financial institution (referred to as the '**Mortgagee'**) has been noted in the **Schedule** as having an interest in the any **Insured Property** and such **Insured Property** is determined by **Us**, in **Our** sole discretion, to be totally destroyed or lost, then subject to what is set out below, **You** and the **Mortgagee** agree that in respect of **Your** claim under the **Policy** relating to such destruction or loss, **We** first pay that **Mortgagee** to the extent of their interest in the **Insured Property**, being the amount which is owed by **You** to the **Mortgagee** or the **Sum Insured** as stated on the **Schedule**, whichever is the lesser.

If **You** act or omit to act in a way that leads to **Us** rejecting **Your** claim or deciding not to indemnify **You** in terms of the **Policy**, **We** will still pay the **Mortgagee** provided that:

9.1. the **Mortgagee** and its representatives were not at any stage aware of **Your** act or omission, and

9.2. the **Mortgagee** immediately notifies **Us** of **Your** act or omission as soon as it or its representatives, become aware of it and accepts and complies with any additional **Terms and Conditions We** may impose, and

9.3. **Our** rejection of **Your** claim or decision not to indemnify **You** in terms of the **Policy** was not due to any misrepresentation or non-disclosure or any fraud, dishonesty or event deliberately caused by **You** or by any person acting or colluding with **You**.

Further provided that:

1. any balance that is payable by **Us** in respect of **Your** claim after the **Mortgagee** has been paid, will be paid to **You**.

2. If the specific condition of Average applies to the **Section** under which the **Insured Property** is insured, it will equally apply to this clause.

The total of all amounts payable by **Us** as a result of the total destruction or loss of the **Insured Property** is limited to the sum insured as stated on the **Schedule**.

10. MUNICIPAL PLANS SCRUTINY FEE CLAUSE

The insurance under **Item 1: Buildings** of the **Schedule** is inclusive of municipal plans scrutiny fees, provided that the total amount recoverable under any item will not exceed the **Sum Insured** on the building affected.

11. PUBLIC AUTHORITIES' REQUIREMENTS CLAUSE

The insurance under this **Section** is inclusive of 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:

11.1. the amount recoverable under this clause will not be inclusive of:

11.1.1. the cost incurred in complying with any of the aforesaid regulations,

11.3.1.1. in respect of damage occurring prior to granting of this clause,

11.3.1.2. in respect of damage not insured under this **Section**,

11.3.1.3. under which notice has been served upon **You** prior to the happening of the damage,

11.3.1.4. in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from this insurance) of that portion damaged,

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

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

11.2. 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 **Our** liability under this clause not being thereby increased,

11.3. if **Our** liability under any **Insured Item** of this **Section** apart from this clause will be reduced by the application of any of the Terms, Exclusions and Conditions of this **Section**, then **Our** liability under this clause in respect of any such **Insured Item** will be reduced in like proportion,

11.4. the total amount recoverable under any **Insured Item** of this **Section** will not exceed the **Sum Insured** thereby.

12. RAILWAY AND OTHER SUBROGATION CLAUSE

You will 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.

13. REINSTATEMENT VALUE CONDITIONS CLAUSE ("NEW FOR OLD")

In the event of property other than stock being damaged, the basis upon which the amount payable is to be calculated will 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:

13.1. the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to **Your** requirements subject to **Our** liability 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, will be made,

13.2. until expenditure has been incurred by **You** in replacing or reinstating the property, **We** will not be liable for any payment in excess of the amount which would have been payable if these Reinstatement Value Conditions had not been incorporated herein,

13.3. 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** at the time of replacement or reinstatement of any damage to such property by the cover provided, then **You** will be considered as being **Your** own insurer for the excess and will bear a rateable proportion of the loss accordingly,

Each **Insured Item** of this **Section** (if more than one) to which these Reinstatement Value Conditions apply will be separately subject to this provision.

13.4. These Reinstatement Value Conditions will be without force or effect if:

13.4.1. **You** fail to indicate to **Us** within 6 months of the date of damage or such further time as **We** may in writing allow **Your** intention to replace or reinstate the property,

13.4.2. **You** are unable or unwilling to replace or reinstate the property on the same or another site.

14. ALTERNATIVE REPLACEMENT CONDITIONS CLAUSE (DESIGN CAPACITY)

In the event of **Insured Property** which has a measurable function, capacity or output being damaged by the events listed in the cover provided and it not being possible to replace or reinstate such property in terms of the Reinstatement Value Conditions, then **We** 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:

14.1. Specific Provisions (13.1.), (13.2.), (13.3.) and (13.4.) of the Reinstatement Value Conditions apply equally to this clause,

14.2. in applying the provisions of clause (13.3.) of the Reinstatement Value Conditions, the cost (as provided for in proviso (13.3.)) "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 Conditions which is in excess of that which would have been payable under the Reinstatement Value Conditions, had it been possible to reinstate or replace the property in terms thereof.

15. TEMPORARY REMOVAL CLAUSE

Except in so far as it is otherwise insured the **Insured Property** is covered whilst temporarily removed elsewhere on the **Premises** stated in the **Schedule** or to any other premises inclusive of transit by road, rail or inland waterway anywhere within the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Malawi, Mozambique and Zambia provided that:

15.1. unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, then **Our** liability will not exceed the amount stated in the **Schedule / Annexure** and provided that the total amount recoverable will not exceed the **Sum Insured** on the property affected as applicable to any item,

15.2. the amount payable under this clause will 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.

For the purposes of this clause, Temporary Removal will mean a period not exceeding 90 days.

16. TENANTS CLAUSE

Our liability to **You** will not be affected by any act or omission on the part of any owner of a building or any tenant (other than **Yourself**) without **Your** knowledge.

You will, however, inform **Us** as soon as such act or omission, which is a contravention of any of the Terms, Exclusions and Conditions of this **Section** comes to **Your** knowledge and **You** will be responsible for any additional premium payable from the date any increased hazard will be assumed by **Us**.

This clause is subject to the cover provided under this **Section** and / or Additional Perils (as stated to be included the **Schedule**).

17. PUBLIC SUPPLY CONNECTIONS CLAUSE

This **Section** is extended to cover **Your** property or property for which **You** are legally responsible, for **Accidental** damage to water, sewerage, gas, electricity or telecommunication connections by **Material Damage Perils**, between the **Insured Property** and the public supply or mains.

18. DISPOSAL OF SALVAGE CLAUSE

Without reducing **Our** rights to rely on the provisions of the General Conditions in the event of a loss, **We** agree that **We** will not sell, or otherwise dispose of any property which is the subject of a claim hereunder without **Your** consent, provided that **You** can establish to **Our** satisfaction that to do so will prejudice **Your** interests in which event **We** agree to give **You** the first option to repurchase such property at its fair intrinsic value or market value whichever is the greater.

You will not be entitled under this clause to abandon any property to **Us** whether **We** have taken possession of such property or not.

EXTENSIONS

1. EARTHQUAKE EXTENSION

We will indemnify **You** for damage caused by earthquake (whether arising from mining operations or otherwise but excluding damage to property in the underground workings of any mine.).

2. ADDITIONAL PERILS EXTENSION

We will indemnify **You** for damage caused by:

2.1. storm, wind, water, hail or snow excluding damage to property:

2.1.1. arising from its undergoing any process necessarily involving the use or application of water,

2.1.2. caused by tidal wave originating from earthquake,

2.1.3. in the underground workings of any mine,

2.1.4. in the open (other than buildings, structures and plant designed to exist or operate in the open), *

2.1.5. in any structure not completely roofed, *

2.1.6. being **Retaining Walls**. *

*** Unless so described and specifically insured as a separate item.**

2.2. aircraft and other aerial devices or articles dropped therefrom,

2.3. 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 Additional Perils Extension does not cover:

1. any of the Specific Exclusions relating to this **Section**,

2. damage caused or aggravated by:

2.1.1. leakage or discharge from any sprinkler or drencher system, or other fire extinguishing installations or appliances in the buildings insured hereby or in buildings containing **Insured Property** hereby,

2.1.2. subsidence or landslip (unless provided for in terms of this **Section**),

2.1.3. **Your** failure to take all reasonable precautions for the maintenance and safety of the **Insured Property** and for the minimisation of any damage. (Refer to the General Condition headed Duty to Take Reasonable Steps and Precautions)

3. WATER APPARATUS EXTENSION (INCLUDED IN TERMS OF BUILDINGS INSURED UNDER ITEM 1: BUILDINGS)

We will indemnify **You** for bursting and overflowing of **Water Apparatus** inclusive of **Accidental** damage by an insured peril to such **Water Apparatus** but excluding the first amount payable as stated in the **Schedule** for each and every loss or damage to such **Water Apparatus** and provided that the **Sum Insured** represents the current replacement value (inclusive of the **Water Apparatus**) of the insured building.

It is a further condition that:

3.1. all **Water Apparatus** installed must be earthed and SABS approved, and

3.2. all **Water Apparatus** installations will be performed by a registered / qualified contractor subject to an **IPX1** safety rating (internal installations) and an **IPX4** safety rating (external installations), and

3.3. roof structures of the insured building must be capable of bearing the additional weight due to the installation.

It is a requirement that **You** utilise **Our** call centre per the details noted on **Your Schedule ,** who will appoint an approved service provider.

The choice to use **Our** call centre remains at **Your** discretion. However, if **You** make use of **Your** own service provider for repairs / replacements **You** must ensure the provider is a qualified plumber.

After **Your** qualified plumber has provided the required repair / replacement, **You** are required to submit proof of repairs, inclusive of a damage report, photographs, a detailed invoice, and proof of payment. Additionally, an Electrical Certificate of Compliance is mandatory.

Only upon submission of these documents, will **You** be reimbursed up to the applicable **Policy** limit.

If **Our** call centre is not used the **Water Apparatus** limits stated in the **Schedule / Annexure** apply (Inclusive of VAT & Labour)

SPECIFIC EXCLUSIONS RELATING TO WATER APPARATUS

It is noted and agreed that **We** will not provide indemnity in respect of:

1. any damage as a result of lime scale buildup,

2. any damage caused as a result of freezing but this exclusion will not apply to a solar system (indirect system) that contains an approved Anti-Freeze substance (for example: Propylene Glycol diluted with potable water),

3. any retrofitted **Water Apparatus,**

4. Solar **Water Apparatus** in excess of 200l which have not been specified by **You** and noted as such on the **Schedule.**

4. BASIC LEAKAGE EXTENSION

We will indemnify **You** for damage caused by discharge or leakage from any:

4.1. sprinkler, or

4.2. drencher system, or

4.3. fire extinguishing installation/appliance.

The cover provided by this Extension is on a first loss basis and is limited to the limit shown against this Extension as noted in the **Schedule / Annexure / Addendum** and the amount of such limit will be **Our** maximum liability in respect of any one event.

In respect of this extension only, the exclusion "(2.1.1.) leakage or discharge from any sprinkler or drencher system, or other fire extinguishing installations or appliances in the buildings insured hereby or in buildings containing **Insured Property**" of the Additional Perils Extension is deleted.

5. BASIC SUBSIDENCE AND LANDSLIP EXTENSION (INCLUDED IN TERMS OF BUILDINGS INSURED AND STATED IN THE SCHEDULE ONLY)

We will indemnify **You** for loss of or damage caused by subsidence and landslip.

Provided that this Extension does not cover:

5.1. any first amount payable as reflected in the **Schedule / Annexure / Addendum**, or

5.2. any loss of or damage to drains, water courses, boundary walls, garden walls, screen and retaining walls, gates, posts and fences, driveways, paving, swimming pool borders and tennis courts, or

5.3. any loss or damage caused as a result of the contraction and / or expansion of soil due to moisture or water content of such soil experienced in clay and other similar soil types, or

5.4. any loss or damage as a result of or aggravated by faulty design, or by insufficient compacting or filling or inferior construction, or the removal or weakening of support to any building, or

5.5. any loss or damage caused as a result of structure alterations, additions or repairs; inclusive of previous repairs which re-manifest, or

5.6. any loss or damage caused as a result of surface or subterranean excavations other than in the course of mining operations , or

5.7. any loss or damage caused as a result of normal settlement, shrinkage or expansion of the buildings, and

5.8. any consequential loss of any kind whatsoever.

If **We** allege that by reason of (5.1.) to (5.8.) as noted above that loss or damage is not covered by this Extension, then the burden of proving the contrary will rest upon **You**.

6. MALICIOUS DAMAGE AND INTENTIONAL CONDUCT EXTENSION

We will indemnify **You** for damage caused to **Your** moveable or immovable property as noted in the **Schedule** which is caused intentionally by / through or in consequence of deliberate / wilful or wanton acts of any person.

Provided that this Extension does not cover:

6.1. any damage related to or caused by fire or explosion,

6.2. any damage caused intentionally (or with **Your** knowledge or consent) by **You**, **Your** principals, partners, members and / or directors,

6.3. any property that is stolen or damaged while in the process of being stolen,

6.3.1. for the purpose of this Exclusion (6.3.) – property damaged in the process of being stolen is inclusive of parts and /or components thereto and neither property and / or part and / or components will be covered by this Extension,

6.4. any property that is damaged while thieves are gaining entrance to or exit from the premises,

6.5. any removal or partial removal, demolition, attempted demolition or partial demolition of **Your** building,

6.6. any consequential or indirect damage of any kind or description whatsoever,

6.7. any damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation,

6.8. any damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,

6.9. any damage related to or caused by any occurrence referred to in General Exclusion headed: War, Riot and Terrorism Exclusion (1.1.1.) to (1.1.8), (1.2) and (1.3.) of this **Policy**.

If **We** allege that, by reason of (6.1.) to (6.9.) as noted above that loss or damage is not covered by this **Policy**, then the burden of proving the contrary will rest upon **You**.

6.10. If any building insured or containing the **Insured Property** becomes **Unoccupied** for 31 consecutive days, the insurance in respect of this Extension is suspended as regards the property affected unless **You**, before the occurrence of any damage, obtain **Our** written agreement to continue this Extension.

6.10.1. **You** will become a co-insurer with **Us** during the period of the initial unoccupancy of 31 consecutive days and will bear a proportion of any damage equal to 20% of the claim before deduction of any first amount payable.

6.11. If any building insured or containing the **Insured Property** becomes **Vacant** the insurance in respect of this Extension is suspended as regards the property affected from the date the **Insured Property** / building becomes **Vacant**.

7. BASIC POWER SURGE EXTENSION

We will indemnify **You** for **Accidental** damage to machinery or other electronic / electrical equipment, as insured under this **Section** of this **Policy**, following a sudden and unexpected event caused by **Power Surge** up to the amount shown in the **Schedule / Annexure / Addendum**. (Refer to the General Provision headed Type 2 Surge Protection Warranty)

Accidental damage to machinery or other electronic / electrical equipment as a result of **Loadshedding** will be included in the cover offered under this Extension.

Provided that:

7.1. in the event that electricity is merely withheld, then there will be no cover in place under this Extension,

7.2. any loss / damage caused through or in connection with ripple relay switching will be excluded,

7.3. the cover afforded under this Extension becomes effective when the electricity supply is interrupted and will immediately lapse as soon as electricity supply has been restored,

7.4. damage to refrigerated stock due to an interruption in power supply or Grid Failure (refer to the General Exclusion headed Grid Failure Exclusion 01/04/2023) is specifically excluded.

8. BASIC TEMPORARY REPAIRS AND MEASURES EXTENSION

The insurance under this **Section** is extended to be inclusive of all reasonable costs and expenses incurred by **You** in effecting such temporary repairs and by taking such temporary measures, that **You** are required to pay to avoid or minimise further loss as may be reasonably necessary after an insured event, provided that:

8.1. **Our** liability for such costs and expenses will only be for that which we deem reasonable and necessary under the circumstances, and

8.2. such costs do not exceed the amount stated in the **Schedule / Annexure / Addendum** opposite this Extension.

9. SECURITY GUARDS/SERVICES EXTENSION

We will compensate **You** for the employment of guards to protect the **Insured Property** stated in the **Schedule** after loss or damage has occurred provided it has been arranged with a registered security company.

If this Extension applies to **Section** 2 : Buildings Combined / **Section** 3: Office Contents / **Section** 25: Homeowners / **Section** 26: Household Contents for the same event, **We** will only compensate **You** under one of the relevant **Sections**.

This Extension is limited to the maximum number of days allowed and the amount per day as shown in the **Schedule / Annexure / Addendum**.

10. LOCKS AND KEYS EXTENSION

We will indemnify **You** in respect of the cost of replacing locks, keys and / or remote controls to any building insured in terms of **Item 1: Buildings** following upon the disappearance of any key and / or remote control to such building or where **You** have reason to believe that any unauthorised person may be in possession of a duplicate of such key and / or remote control up to the amount shown in the **Schedule**. Provided that **You** will be liable for the first amount payable as stated in the **Schedule / Annexure / Addendum** in respect of each and every event.

11. LOSS OF WATER AND LEAK DETECTION EXTENSION

11.1. In respect of Loss of Water:-

We will indemnify **You** for amounts that **You** owe local authorities for water which has been lost due to leaking pipes. This will only apply if the following Conditions are met:

11.1.1. in the event of the quarterly reading of the water consumption exceeding the average of the previous 12-month readings by 50% or more **We** will indemnify **You** for the cost of the additional water consumption,

11.1.2. the compensation will not exceed the amount stated in the **Schedule / Annexure / Addendum** for any one event and is limited to not more than 2 separate incidents in any **Annual Period**,

11.1.3. it is a condition precedent to liability under this Extension relating to loss of water that **You** will upon discovery of a leak (by physical evidence or of a receipt of an abnormally high-water account) take immediate steps to repair the pipe affected.

This Extension relating to loss of water does not cover the cost of remedial action inclusive of repairs to the pipe affected and **We** will not be liable for any claim as a result of leaking taps, geysers, toilet systems and swimming pools and / or while the property is **Unoccupied** for a period in excess of 31 consecutive days unless agreed to by **Us** in writing prior to such unoccupancy and / or where the water level of a swimming pool has to be topped up as a result of a leaking inlet or outlet pipe.

11.2. In respect of Leak Detection:

We will indemnify **You** for the fair and reasonable cost of tracing the source of a water, gas or oil leak from any fixed water or heating appliance as well as any resulting costs reasonably and necessarily required for repairs to floors, walls and ceilings which follow the tracing of such source. **Our** indemnity is limited to not more than 2 separate incidents in the **Annual Period** and the amount shown in the **Schedule / Annexure / Addendum**.

This Extension relating to water leakage does not cover the costs for repairing the actual leak and the first sign of leakage must have occurred after the start date of this **Section**.

If **We** allege that loss or damage is not covered by this Extension the burden of proving the contrary will rest upon **You**.

OPTIONAL EXTENSIONS

1. EXTENDED SUBSIDENCE AND LANDSLIP EXTENSION
(if stated to be included)

We will indemnify **You** for loss of or damage caused by subsidence and landslip subject to a geotechnical engineers report being provided by **You** at **Your** cost and acceptance thereof confirmed in writing by **Us**.

Provided that this **Optional Extension** does not cover:

1.1. any first amount payable as reflected in the **Schedule / Annexure / Addendum** , or

1.2. any loss of or damage to drains, water courses, boundary walls, garden walls, retaining walls, gates, posts and fences unless specifically insured, or

1.3. any loss or damage as a result of or aggravated by faulty design, inferior construction, or the removal or weakening of support to any building, or

1.4. any loss or damage caused as a result of structure alterations, additions or repairs, inclusive of previous repairs which re-manifest, or

1.5. any loss or damage caused as a result of surface or subterranean excavations other than in the course of mining operations, or

1.6. any consequential loss of any kind whatsoever.

If **We** allege that by reason of (1.1.) to (1.6.) as noted above, that loss or damage is not covered by this **Optional Extension**, then the burden of proving the contrary will rest upon **You**.

2. ESCALATION EXTENSION
(if stated to be included)

The **Sum Insured** under **Item 1: Buildings** and/or **Item 3: Contents** of this **Section** will be increased by 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 will only apply to the **Sum Insured** in force at the commencement of the **Annual Period** at each **Renewal Date** stated on **Your Schedule**.

Provided that **You** notify **Us** of the sum to be insured for the forthcoming **Annual Period** and the percentage increase required for such period. In default thereof, the provisions of this **Optional Extension** will cease to apply.

The additional premium for this **Optional Extension** will be 50% of the premium produced by applying the percentage specified to the annual premium for the **Sum Insured** to which this **Optional Extension** applies.

3. INFLATION EXTENSION
(if stated to be included)

We will adjust the **Sums Insured** in line with current economic conditions for the next **Annual Period** from the Renewal Date stated on **Your Schedule**.

Provided that:

3.1. the cover afforded by this **Optional Extension** will not be in force or have effect if **You** are unable or unwilling to reinstate or replace the property damaged on the same or another site,

3.2. any amount payable that may be indemnified in terms of any other policy will be deducted from any amount payable in terms of this **Policy**,

3.3. this **Optional Extension** is limited to the percentage specified in the **Schedule** based on the replacement value plus escalation **Sum Insured** at the time of loss,

3.4. the cover provided by this **Optional Extension** will not exceed the last day of the next **Annual Period.**

The additional premium for this **Optional Extension** will be 25% of the premium produced by applying the percentage specified to the annual premium for the **Sum Insured** to which this **Optional Extension** applies.

4. ITEM 2: RENT (AS DEFINED)
(if stated to be included)

We will pay the amount of rent receivable, rent payable, or rental value (as the case may be) as specified hereunder in the event of the premises stated in the **Schedule** being rendered un-tenantable during the term specified therein in consequence of damage by **Material Damage Perils**.

Rent receivable:	the actual rent receivable by **You** at the time of the event in respect of the aforesaid premises or on such part of the same as may then be let.

Rent payable: the actual rent payable by **You** to the owner or landlord of the said premises.

Rental value: the actual rental value of the said premises.

The amount payable will be proportionate to the **Sum Insured** for this **Optional Extension** in relation to the actual rent receivable / rent payable or rental value of the premises as the case may be. **We** will only be liable to pay such proportion of the amount payable as the period of time during which the premises may remain un-tenantable.

Furthermore, the cover afforded by this **Optional Extension** will only be for a period of 12 months or until such premises become tenantable, whichever period is the lesser.

5. ACCIDENTAL DETERIORATION OF STOCK EXTENSION (ITEM 4: STOCK)
(if stated to be included)

The insurance afforded under this **Optional Extension** is inclusive of **Accidental** destruction of or **Accidental** damage to the stock hereby insured, which may be caused by the change of temperature resulting from the **Accidental** total or partial disablement of the refrigeration plant by the perils insured hereby.

This cover only applies to the stock in the refrigeration or freezer units and does not cover the unit/ machinery itself against breakdown/damage and/or loss, as well as any consequential loss.

Provided that this **Optional Extension** does not cover:

5.1. any item which has surpassed its "sell-by" date should, such a date be noted,

5.2. any loss arising out of failure to maintain the refrigeration plant,

5.3. any loss arising from **Loadshedding** or **Grid Failure** (refer to the General Exclusion headed Grid Failure Exclusion 01/04/2023).

The cover afforded under this **Optional Extension** is subject to a time excess of 24 hours.

Our liability in terms of this **Optional Extension** will not exceed the amount stated in the **Schedule / Annexure / Addendum.**

6. ADDITIONAL LEAKAGE EXTENSION
(if stated to be included)

We will indemnify **You** according to the basis of cover indicated in the specification below as noted in **Your Schedule** for damage caused by discharge or leakage from any sprinkler, or drencher system, or fire extinguishing installation/appliance.

SPECIFICATION

6.1. FIRST LOSS BASIS

6.1.1. If the cover elected by **You** for this **Optional Extension** is on a first loss basis, then the amount of such limit provided for in terms of this **Optional Extension** plus any limit provided for under the Extension headed Basic Leakage (combined) will be **Our** maximum liability in respect of any one event.

6.2. FULL VALUE BASIS

6.2.1. If the cover elected by **You** for this **Optional Extension** is on a full value basis, then the limit provided in terms of this **Optional Extension** will be Our maximum liability in respect of any one event and any limit provided for in terms of the Extension headed Basic Leakage will not apply.

6.2.2. For the purposes of this **Optional Extension** where cover is on a full value basis only, the following will be substituted for the "Average Condition (Under Insurance)" hereinbefore expressed:

6.2.2.1. "If the **Insured Property** is, at the commencement of any damage to such property by discharge or leakage, collectively of greater value than the **Sum Insured** thereon, then **We** will be liable under this Extension only for that proportion of the limit as the **Sum Insured** which bears to the total value of such property and **You** will be considered as being **Your** own insurer for the difference and will 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 Condition.

In respect of this extension only, the exclusion "(2.1.1.) leakage or discharge from any sprinkler or drencher system, or other fire extinguishing installations or appliances in the buildings insured hereby or in buildings containing **Insured Property**" of the Additional Perils Extension is deleted.

7. ADDITIONAL POWER SURGE EXTENSION

We will indemnify **You** for **Accidental** damage to machinery or other electronic / electrical equipment, as insured under this **Section** of this **Policy**, following a sudden and unexpected event caused by **Power Surge** up to the limit provided for in terms of this **Optional Extension** as stated in the **Schedule** plus any limit provided for under the Extension headed Basic **Power Surge** (combined) and such amount will be **Our** maximum liability. (Refer to the General Provision headed Type 2 Surge Protection Device Warranty)

Accidental damage to machinery or other electronic / electrical equipment as a result of **Loadshedding** will be inclusive in the cover offered under this **Optional Extension**.

Provided that:

7.1. in the event that electricity is merely withheld, then there will be no cover in place under this **Optional Extension**,

7.2. any loss / damage caused through or in connection with ripple relay switching will be excluded,

7.3. the cover afforded under this **Optional Extension** becomes effective when the electricity supply is interrupted and will immediately lapse as soon as electricity supply has been restored,

7.4. damage to refrigerated stock due to an interruption in power supply or **Grid Failure** (refer to the General Exclusion headed Grid Failure Exclusion 01/04/2023) is specifically excluded.

8. ADDITIONAL TEMPORARY REPAIRS AND MEASURES EXTENSION

The insurance under this **Section** is extended to be inclusive of all reasonable costs and expenses incurred by **You** in effecting such temporary repairs and by taking such temporary measures, that **You** are required to pay to avoid or minimise further loss as may be reasonably necessary after an insured event, provided that:

8.1. **Our** liability for such costs and expenses will only be for that which **We** deem reasonable, and necessary under the circumstances, and

8.2. such costs do not exceed the limit provided for in terms of this **Optional Extension** as stated in the **Schedule** plus any limit provided for under the Extension headed Basic Temporary Repairs and Measures (combined).

SPECIFIC EXCLUSIONS

Unless specifically included, this **Section** does not cover:

1. any volcanic eruption or other convulsions of nature.

2. 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 will be deemed to be damage, which is not covered by this **Section**, except to the extent that **You** will prove that such damage happened independently of the existence of such abnormal conditions.

3. any damage to property caused by, through or in connection with it undergoing any heating or drying process,

4. any 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, except in respect of any excess beyond the amount which would have been payable under the Marine Policy had this insurance not been effected,

5. any damage directly occasioned by or through or in consequence of loss or damage related to or caused by any occurrence referred to in the General Exclusions of this **Policy**,

6. any damage to any building / property that is **Vacant,**

7. to property in the course of renovations, additions or extensions unless **You** notify **Us** of such renovations, additions or extensions and unless **You**, before the occurrence of any of the aforementioned activities obtain **Our** written agreement to continue cover for the duration of renovations, additions or extensions as the case may be.

Further provided, that if **We** have agreed to extend the cover provided under this **Section** that if the event is that of theft that such theft is accompanied by violent, forcible and visible entry into the premises,

7.1. for the purpose of this property in the course of renovations, additions or extensions exclusion, such activities will only apply to structural changes being performed by a **Suitably Qualified Person** and will not relate to or include activities of a cosmetic nature, such as painting activities. The term **Suitably Qualified Person** means that a person has completed a formal qualification, has prior learning or the capacity to acquire a formal qualification within a reasonable time in order to fulfil competency requirements essential by law and in conjunction with relevant work experience as is necessary to perform the job for which they are employed.

If an event giving rise to a claim occurs, in determining the application of the term **Suitably Qualified Person**, it is agreed that the number of years work experience will not be accepted in isolation and will only be considered as a factor in addition to a formal and certified qualification as described above,

8. any damage caused by or contributed to by damage happening over a period of time.

SECTION 2: BUILDINGS COMBINED

DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1. **Accident / Accidental** : means a fortuitous and unexpected event occurring at an identifiable place and time.

2. **IPX Safety Ratings:** means water IPX Standards where:

- IPX-1 offers protection from dripping water from above the device for at least 10 minutes.
- IPX-4 offers protection from a slash of water in any direction for at least 5 minutes.

3. **Retaining Wall:** means a wall which is regarded as a structure specifically designed and built in order to restrain the lateral force of the earth, ground, rocks or other material that the structure is holding back or supporting.

4. **Material Damage Perils** means fire, lightning, explosion, storm, wind, water, hail, snow, impact, earthquake or any other natural catastrophe.

COVER PROVIDED

1. **We** will indemnify **You** for **Accidental**, sudden and unforeseen physical loss / damage by the perils described:

1.1. in Sub – Section A – Property, to the buildings insured in terms of the **Policy** inclusive of:

1.1.1. outbuildings thereto (constructed of brick, stone, concrete or metal on metal framework and roofed with slate, tiles, metal, concrete or asbestos unless otherwise stated in the **Schedule**),

1.1.2. permanent structures and installations therein and thereon,

1.1.3. sporting and recreational structures,

1.1.4. solar panels,

1.1.5. gate motors,

1.1.6. landlord's fixtures and fittings for which **You** are responsible therein and thereon,

1.1.7. walls (except dam walls),

1.1.8. gates (inclusive of gate motors attached thereto),

1.1.9. posts, fences,

1.1.10. tarred or paved roads, driveways, paths or parking areas,

1.2. Public supply connections as provided in terms of Sub-Section B, situate as stated in the **Schedule.**

2. Loss of rent as provided in Sub-Section C,

3. Property Owners liability as provided for in Sub-Section D.

SUB-SECTION A - PROPERTY

We will indemnify **You** for **Accidental**, sudden and unforeseen physical loss / damage by the perils as described below.

1. Fire or subterranean fire,

2. Lightning or thunderbolt,

3. Explosion,

4. Storm, wind, water, hail or snow but excluding:

4.1. any damage to property caused or aggravated by subsidence and landslip not otherwise insured by this **Section**:

4.1.1. arising from its undergoing any process necessarily involving the use or application of water,

4.1.2. caused by tidal wave originating from earthquake,

4.1.3. in the underground workings of any mine,

4.1.4. in the open (other than buildings, structures and plant designed to exist or operate in the open), *

4.1.5. in any structure not completely roofed, *

4.1.6. being **Retaining Walls**. *

* Unless so described and specifically insured as a separate item.

5. Aircraft and other aerial devices or articles dropped therefrom,

6. 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,

7. Earthquake whether arising from mining operations or otherwise,

8. Theft (or any attempt thereat) accompanied by and / or with forcible and violent methods.

8.1. If any building insured or containing the **Insured Property** becomes **Unoccupied** for 31 consecutive days, the insurance in respect of this peril is suspended as regards the property affected unless **You**, before the occurrence of any damage, obtain **Our** written agreement to continue this peril,

8.1.1. **You** will become a co-insurer with **Us** during the period of the initial unoccupancy of 31 consecutive days and will bear a proportion of any damage equal to 20% of the claim before deduction of any first amount payable,

9. **Accidental** damage to sanitary ware, but the amount payable will be reduced by the amount stated in the **Schedule / Annexure / Addendum** for each and every such damage,

10. **Accidental** damage to fixed glass or glass forming part of any stove or oven being a built-in fixture of the insured building,

11. Bursting, overflowing or escape of water or oil from any fixed water / oil-fired heating installation / apparatus / pipes inclusive of damage to such apparatus / pipes but excluding damage as a result of wear and tear and / or gradual deterioration.

SPECIFIC CONDITION: APPLICABLE TO SUB-SECTION A

1. **AVERAGE (UNDER INSURANCE) (NOT APPLICABLE TO 8,9.10 & 11 ABOVE)**

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 **You** will be considered as being **Your** own insurer for the difference and will bear a rateable share of the loss accordingly. Every item, if more than one, will be separately subject to this Specific Condition.

CLAUSES AND EXTENSIONS: APPLICABLE TO SUB-SECTION A

1. ARCHITECTS' AND OTHER PROFESSIONAL FEES CLAUSE

The insurance under Sub-Section A - Property of the **Schedule** is inclusive of professional fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of the **Insured Property** following damage by the cover provided, however in no case exceeding the amount stated in the **Schedule / Annexure** in respect of such damage and provided that the total amount recoverable will not exceed the **Sum Insured** on the property affected.

The amount payable in respect of such fees will not include expenses incurred in connection with the preparation of **Your** claim.

2. CAPITAL ADDITIONS CLAUSE

The insurance under this **Section** covers alterations, additions and improvements (but not appreciation in value in excess of the **Sum Insured**) to the property, for an amount not exceeding the amount stated in the **Schedule / Annexure** provided that the total amount recoverable will not exceed the **Sum Insured** on the property affected, it being understood that **You** undertake to advise **Us** each month (or quarterly, if the **Policy** premiums are payable annually) of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

3. COST OF DEMOLITION AND CLEARING AND ERECTION OF HOARDINGS CLAUSE

The insurance under this **Section** is inclusive of costs necessarily incurred by **You** in respect of the demolition of buildings and machinery, and / or the removal of debris (inclusive of stock debris) and in providing, erecting and maintaining hoardings required during demolition, site clearing and / or building operations following damage to the **Insured Property** by the cover provided,

Provided that the total amount recoverable will not exceed the percentage / **Sum Insured** stated in the **Schedule** / **Annexure** and provided that the total amount recoverable will not exceed the **Sum Insured** which bears to the **Insured Property** which has been affected.

We will not pay for any costs or expenses:

3.1. incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site, and / or

3.2. arising from pollution or contamination of property not insured by this **Policy** (refer to the General Exclusion headed Pollution / Contamination Exclusion).

4. FIRE EXTINGUISHING CHARGES CLAUSE

Any costs relating to the extinguishing or fighting of fire, will be deemed to be damage to the **Insured Property** and will be payable in addition to any other payment for which **We** may be liable in terms of this **Section** and provided **You** are legally liable for such costs and the **Insured Property** was in danger from the fire.

5. INTERESTS OF OTHER PARTIES – MORTGAGEE CLAUSE FOR BANKS AND FINANCIAL INSTITUTIONS (01/11/2023)

If any bank or any other financial institution (referred to as the '**Mortgagee'**) has been noted in the **Schedule** as having an interest in the any **Insured Property** and such **Insured Property** is determined by **Us**, in **Our** sole discretion, to be totally destroyed or lost, then subject to what is set out below, **You** and the **Mortgagee** agree that in respect of **Your** claim under the **Policy** relating to such destruction or loss, **We** first pay that **Mortgagee** to the extent of their interest in the **Insured Property**, being the amount which is owed by **You** to the **Mortgagee** or the **Sum Insured** as stated on the **Schedule**, whichever is the lesser.

If **You** act or omit to act in a way that leads to **Us** rejecting **Your** claim or deciding not to indemnify **You** in terms of the **Policy**, **We** will still pay the **Mortgagee** provided that:

5.1. the **Mortgagee** and its representatives were not at any stage aware of **Your** act or omission, and

5.2. the **Mortgagee** immediately notifies **Us** of **Your** act or omission as soon as it or its representatives, become aware of it and accepts and complies with any additional **Terms and Conditions We** may impose, and

5.3. **Our** rejection of **Your** claim or decision not to indemnify **You** in terms of the **Policy** was not due to any misrepresentation or non-disclosure or any fraud, dishonesty or event deliberately caused by **You** or by any person acting or colluding with **You**.

Further provided that:

1. any balance that is payable by **Us** in respect of **Your** claim after the **Mortgagee** has been paid, will be paid to **You**.

2. if the specific condition of Average applies to the **Section** under which the **Insured Property** is insured, it will equally apply to this clause.

The total of all amounts payable by **Us** as a result of the total destruction or loss of the **Insured Property** is limited to the **Sum Insured** as stated on the **Schedule**.

6. MUNICIPAL PLANS SCRUTINY FEE CLAUSE

The cover provided is inclusive of municipal plans scrutiny fees, provided that the total amount recoverable under any item will not exceed the **Sum Insured** on the building affected.

7. PUBLIC AUTHORITIES' REQUIREMENTS CLAUSE

The insurance under this **Section** is inclusive of 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:

7.1. the amount recoverable under this clause will not be inclusive of:

7.1.1. the cost incurred in complying with any of the aforesaid regulations,

7.1.1.1. in respect of damage occurring prior to granting of this clause,

7.1.1.2. in respect of damage not insured under this **Section**,

7.1.1.3. under which notice has been served upon **You** prior to the happening of the damage,

7.1.1.4. in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from this insurance) of that portion damaged,

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

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

7.2. 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 **Our** liability under this clause not being thereby increased,

7.3. if **Our** liability under any **Insured Item** of this **Section** apart from this clause will be reduced by the application of any of the Terms, Exclusions and Conditions of this **Section**, then **Our** liability under this clause in respect of any such **Insured Item** will be reduced in like proportion.

7.4. the total amount recoverable under any **Insured Item** of this **Section** will not exceed the **Sum Insured** thereby.

8. RAILWAY AND OTHER SUBROGATION CLAUSE

You will 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.

9. REINSTATEMENT VALUE CONDITIONS CLAUSE ("NEW FOR OLD")

In the event of property other than stock being damaged, the basis upon which the amount payable is to be calculated will 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:

9.1. the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to **Your** requirements subject to **Our** liability 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, will be made,

9.2. until expenditure has been incurred by **You** in replacing or reinstating the property, **We** will not be liable for any payment in excess of the amount which would have been payable if these Reinstatement Value Conditions had not been incorporated herein,

9.3. 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** at the time of replacement or reinstatement of any damage to such property by the cover provided, then **You** will be considered as being **Your** own insurer for the excess and will bear a rateable proportion of the loss accordingly,

Each **Insured Item** of this **Section** (if more than one) to which these Reinstatement Value Conditions apply will be separately subject to this provision,

9.4. these Reinstatement Value Conditions will be without force or effect if:

9.4.1. **You** fail to indicate to **Us** within 6 months of the date of damage or such further time as **We** may in writing allow **Your** intention to replace or reinstate the property,

9.4.2. **You** are unable or unwilling to replace or reinstate the property on the same or another site.

10. TEMPORARY REMOVAL CLAUSE

Except in so far as it is otherwise insured the **Insured Property** is covered whilst temporarily removed elsewhere on the **Premises** stated in the **Schedule** or to any other premises inclusive of transit by road, rail or inland waterway anywhere within the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Malawi, Mozambique and Zambia provided that:

10.1. unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, then **Our** liability will not exceed the amount stated in the **Schedule / Annexure** and provided that the total amount recoverable will not exceed the **Sum Insured** on the property affected as applicable to any item,

10.2. the amount payable under this clause will 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.

For the purposes of this clause, Temporary Removal will mean a period not exceeding 90 days.

11. TENANTS CLAUSE

Our liability to **You** will not be affected by any act or omission on the part of any owner of a building or any tenant (other than **Yourself**) without **Your** knowledge.

You will, however, inform **Us** as soon as such act or omission, which is a contravention of any of the Terms, Exclusions and Conditions of this **Section** comes to **Your** knowledge and **You** will be responsible for any additional premium payable from the date any increased hazard will be assumed by **Us**.

This clause is subject to the cover provided under this **Section**.

EXTENSIONS: APPLICABLE TO SUB-SECTION A - PROPERTY

1. DAMAGE TO LANDSCAPED GARDENS EXTENSION

The insurance under this **Section** is inclusive of costs up to the amount stated in the **Schedule / Annexure / Addendum** opposite this Extension, reasonably and necessarily incurred by **You** for the replacement of trees, shrubs, lawns, plants; and fixed sprinkler installations situated on the grounds of the insured buildings and owned by **You**, following damage caused by:

1.1. fire,

1.2. firefighting; or other

1.3. emergency services operations,

1.4. explosion,

1.5. impact by vehicles or aircraft or other aerial devices,

1.6. deliberate or malicious acts but excluding theft or attempted theft.

2. TRAUMA COUNSELLING AND OTHER COSTS EXTENSION

If any watchman, caretaker or building supervisor in **Your** permanent employment and for the purposes of safeguarding or maintaining the building described in the **Schedule** is the victim of unlawful physical assault while in the course and scope of their employment, then **We** will indemnify **You** on behalf of such employee or employee's estate:

2.1. up to the amount stated in the **Schedule / Annexure / Addendum** in respect of treatment, inclusive of ambulance fees,

2.2. up to the amount stated in the **Schedule / Annexure / Addendum** in respect of psychological counselling necessitated by such unlawful physical assault,

2.3. up to the amount stated in the **Schedule / Annexure / Addendum** in respect of death expenses following the death of the employee directly caused by the unlawful physical assault and occurring within 3 months of such unlawful assault. Provided that:

2.3.1. any compensation or reimbursement recoverable or received in terms of any Workmen's Compensation Legislation will be deducted from the indemnity provided under (2.1) above,

2.3.2. **Our** maximum liability under this Sub-Section will be the amount stated in the **Schedule / Annexure / Addendum,**

2.3.3. **We** will not be liable to pay indemnity or compensation in respect of death or injuries attributable to **Your** employee being under the influence of intoxicating liquor or illegal drugs or prescription medication,

2.3.4. this insurance does not provide compensation or other benefits claimable under the employee's medical aid scheme.

3. BASIC TEMPORARY REPAIRS AND MEASURES EXTENSION

The insurance under this **Section** is extended to be inclusive of all reasonable costs and expenses incurred by **You** in effecting such temporary repairs and by taking such temporary measures, that **You** are required to pay to avoid or minimise further loss as may be reasonably necessary after an insured event, provided that:

3.1. **Our** liability for such costs and expenses will only be for that which we deem reasonable and necessary under the circumstances, and

3.2. such costs do not exceed the amount stated in the **Schedule / Annexure / Addendum** opposite this Extension.

4. MALICIOUS DAMAGE AND INTENTIONAL CONDUCT EXTENSION

We will indemnify **You** for damage caused to **Your** moveable or immovable property as noted in the **Schedule** which is caused intentionally by / through or in consequence of deliberate / wilful or wanton acts of any person.

Provided that this Extension does not cover:

4.1. any damage related to or caused by fire or explosion,

4.2. any damage caused intentionally (or with **Your** knowledge or consent) by **You**, **Your** principals, partners, members and / or directors,

4.3. any property that is stolen or damaged while in the process of being stolen,

4.3.1. for the purpose of this Exclusion (4.3.) – property damaged in the process of being stolen is inclusive of parts and /or components thereto and neither property and / or part and / or components will be covered by this Extension,

4.4. any property that is damaged while thieves are gaining entrance to or exit from the premises,

4.5. any removal or partial removal, demolition, attempted demolition or partial demolition of **Your** building,

4.6. any consequential or indirect damage of any kind or description whatsoever,

4.7. any damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation,

4.8. any damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,

4.9. any damage directly occasioned by or through or in consequence of loss or damage related to or caused by any occurrence referred to in the General Exclusion headed: War, Riot and Terrorism Exclusion (1.1.1.) to (1.1.8) , (1.2) and (1.3.) of this **Policy**,

If **We** allege that, by reason of (4.1.) to (4.9.) as noted above that loss or damage is not covered by this **Policy**, then the burden of proving the contrary will rest upon **You**.

4.10. If any building insured or containing the **Insured Property** becomes **Unoccupied** for 31 consecutive days, the insurance in respect of this Extension is suspended as regards the property affected unless **You**, before the occurrence of any damage, obtain **Our** written agreement to continue this Extension.

4.10.1. **You** will become a co-insurer with **Us** during the period of the initial unoccupancy of 31 consecutive days and will bear a proportion of any damage equal to 20% of the claim before deduction of any first amount payable.

4.11. If any building insured or containing the **Insured Property** becomes **Vacant** the insurance in respect of this Extension is suspended as regards the property affected from the date the **Insured Property** / building becomes **Vacant**.

5. BASIC POWER SURGE EXTENSION

We will indemnify **You** for **Accidental** damage to landlord's fixtures and fittings, as insured under this **Section** of this **Policy**, following a sudden and unexpected event caused by **Power Surge** up to the amount shown in the **Schedule / Annexure / Addendum**. (Refer to the General Provision headed Type 2 Surge Protection Warranty)

Accidental damage to landlord's fixtures and fittings as a result of **Loadshedding** will be included in the cover offered under this Extension.

Provided that:

5.1. any loss or **Damage** arising out of the deliberate withholding of power by a supply authority, or **Grid Failure** (refer to the General Exclusion headed Grid Failure Exclusion 01/04/2023) is specifically excluded.

5.2. any loss / damage caused through or in connection with ripple relay switching will be excluded.

5.3. the cover afforded under this Extension becomes effective when the electricity supply is interrupted and will immediately lapse as soon as electricity supply has been restored.

6. WATER APPARATUS EXTENSION

We will indemnify **You** for bursting and overflowing of **Water Apparatus** inclusive of **Accidental** damage by an insured peril to such **Water Apparatus** but excluding the first amount payable as stated in the **Schedule** for each and every loss or damage to such **Water Apparatus** and provided that the **Sum Insured** represents the current replacement value (inclusive of the **Water Apparatus**) of the insured building.

It is a further condition that:

6.1. all **Water Apparatus** installed must be earthed and SABS approved, and

6.2. all **Water Apparatus** installations will be performed by a registered / qualified contractor subject to an **IPX1** safety rating (internal installations) and an **IPX4** safety rating (external installations), and

6.3. roof structures of the insured building must be capable of bearing the additional weight due to the installation.

It is a requirement that **You** utilise **Our** call centre per the details noted on **Your Schedule ,** who will appoint an approved service provider.

The choice to use **Our** call centre remains at **Your** discretion. However, if **You** make use of **Your** own service provider for repairs / replacements **You** must ensure the provider is a qualified plumber.

After **Your** qualified plumber has provided the required repair / replacement, **You** are required to submit proof of repairs, inclusive of a damage report, photographs, a detailed invoice, and proof of payment. Additionally, an Electrical Certificate of Compliance is mandatory.

Only upon submission of these documents, will **You** be reimbursed up to the applicable **Policy** limit.

If **Our** call centre is not used the **Water Apparatus** limits stated in the **Schedule / Annexure** apply (Inclusive of VAT & Labour)

SPECIFIC EXCLUSIONS RELATING TO WATER APPARATUS

It is noted and agreed that **We** will not provide indemnity in respect of:

1. any damage as a result of lime scale buildup,

2. any damage caused as a result of freezing but this exclusion will not apply to a solar system (indirect system) that contains an approved Anti-Freeze substance (for example:. Propylene Glycol diluted with potable water),

3. any retrofitted **Water Apparatus,**

4. Solar **Water Apparatus** in excess of 200l which have not been specified by **You** and noted as such on the **Schedule.**

7. BASIC SUBSIDENCE AND LANDSLIP EXTENSION

We will indemnify **You** for loss of or damage caused by subsidence and landslip.

Provided that this Extension does not cover:

7.1. any first amount payable as reflected in the **Schedule / Annexure / Addendum**, or

7.2. any loss of or damage to drains, water courses, boundary walls, garden walls, screen and retaining walls, gates, posts and fences, driveways, paving, swimming pool borders and tennis courts, or

7.3. any loss or damage caused as a result of the contraction and / or expansion of soil due to moisture or water content of such soil experienced in clay and other similar soil types, or

7.4. any loss or damage as a result of or aggravated by faulty design, or by insufficient compacting or filling or inferior construction, or the removal or weakening of support to any building, or

7.5. any loss or damage caused as a result of structure alterations, additions or repairs; inclusive of previous repairs which re-manifest, or

7.6. any loss or damage caused as a result of surface or subterranean excavations other than in the course of mining operations, or

7.7. any loss or damage caused as a result of normal settlement, shrinkage or expansion of the buildings, and

7.8. any consequential loss of any kind whatsoever.

If **We** allege that by reason of (7.1.) to (7.8.) as noted above that loss or damage is not covered by this Extension, then the burden of proving the contrary will rest upon **You.**

8. SECURITY GUARDS/SERVICES EXTENSION

We will compensate **You** for the employment of guards to protect the **Insured Property** stated in the **Schedule** after loss or damage has occurred provided it has been arranged with a registered security company.

If this Extension applies to **Section** 1 : Fire / **Section** 3: Office Contents / **Section** 25: Homeowners / **Section** 26: **Household Contents** for the same event, **We** will only compensate **You** under one of the relevant **Sections**.

This Extension is limited to the maximum number of days allowed and the amount per day as shown in the **Schedule / Annexure / Addendum**.

9. BASIC THEFT WITHOUT FORCE EXTENSION - EXTERIOR FIXTURES AND FITTINGS

We will indemnify **You** for loss or damage caused by theft to exterior fixtures and fittings to **Your** insured building where there is no forcible or violent entry into or exit from **You**r insured building or where there is no evidence thereof.

Provided that:

9.1. if any insured building or part thereof becomes **Unoccupied** for 31 consecutive days, the cover provided hereunder is suspended as regards the **Unoccupied** building or **Unoccupied** parts thereof, unless **You**, before the occurrence of loss or damage, obtain **Our** written consent to continue this cover,

9.2. **Our** liability for such costs and expenses will be reasonable and will not exceed the amount stated opposite this Extension in the **Schedule / Annexure / Addendum.**

10. LOCKS AND KEYS EXTENSION

We will indemnify **You** in respect of the cost of replacing locks, keys and / or remote controls to any building insured hereby following upon the disappearance of any key and / or remote control to such building or where **You** have reason to believe that any unauthorised person may be in possession of a duplicate of such key and / or remote control up to the amount shown in the**Schedule**. Provided that **You** will be liable for the first amount payable as stated in the **Schedule / Annexure / Addendum** in respect of each and every event.

11. LOSS OF WATER AND LEAK DETECTION EXTENSION

11.1. In respect of Loss of Water:

We will indemnify **You** for amounts that **You** owe local authorities for water which has been lost due to leaking pipes. This will only apply if the following Conditions are met:

11.1.1. in the event of the quarterly reading of the water consumption exceeding the average of the previous 12-month readings by 50% or more **We** will indemnify **You** for the cost of the additional water consumption,

11.1.2. the compensation will not exceed the amount stated in the **Schedule / Annexure / Addendum** for any one event and is limited to not more than 2 separate incidents in any **Annual Period**,

11.1.3. it is a condition precedent to liability under this Extension relating to loss of water that **You** will upon discovery of a leak (by physical evidence or of a receipt of an abnormally high-water account) take immediate steps to repair the pipe affected.

This Extension relating to loss of water does not cover the cost of remedial action inclusive of repairs to the pipe affected and **We** will not be liable for any claim as a result of leaking taps, geysers, toilet systems and swimming pools and / or while the property is **Unoccupied** for a period in excess of 31 consecutive days unless agreed to by **Us** in writing prior to such unoccupancy and / or where the water level of a swimming pool has to be topped up as a result of a leaking inlet or outlet pipe.

11.2. In respect of Leak Detection:

We will indemnify **You** for the fair and reasonable cost of tracing the source of a water, gas or oil leak from any fixed water or heating appliance as well as any resulting costs reasonably and necessarily required for repairs to floors, walls and ceilings which follow the tracing of such source. **Our** indemnity is limited to not more than 2 separate incidents in the **Annual Period** and the amount shown in the **Schedule / Annexure / Addendum**.

This Extension relating to water leakage does not cover the costs for repairing the actual leak and the first sign of leakage must have occurred after the start date of this **Section**.

If **We** allege that loss or damage is not covered by this Extension the burden of proving the contrary will rest upon **You**.

OPTIONAL EXTENSIONS: APPLICABLE TO SUB-SECTION A - PROPERTY

1. EXTENDED SUBSIDENCE AND LANDSLIP EXTENSION (if stated to be included)

We will indemnify **You** for loss of or damage caused by subsidence and landslip subject to a geotechnical engineers report being provided by **You** at **Your** cost and acceptance thereof confirmed in writing by **Us**.

Provided that this **Optional Extension** does not cover:

1.1. any first amount payable as reflected in the **Schedule / Annexure / Addendum** , or

1.2. any loss of or damage to drains, water courses, boundary walls, garden walls, retaining walls, gates, posts and fences unless specifically insured, or

1.3. any loss or damage as a result of or aggravated by faulty design, inferior construction, or the removal or weakening of support to any building, or

1.4. any loss or damage caused as a result of structure alterations, additions or repairs, inclusive of previous repairs which re-manifest, or

1.5. any loss or damage caused as a result of surface or subterranean excavations other than in the course of mining operations, or

1.6. any consequential loss of any kind whatsoever.

If **We** allege that by reason of (1.1.) to (1.6.) as noted above, that loss or damage is not covered by this **Optional Extension**, then the burden of proving the contrary will rest upon **You**.

2. ESCALATION EXTENSION
(if stated to be included)

The **Sum Insured** under Sub- Section A - Property of this **Section** will be increased by 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 will only apply to the **Sum Insured** in force at the commencement of the **Annual Period** at each **Renewal Date** stated on **Your Schedule**.

Provided that **You** notify **Us** of the sum to be insured for the forthcoming **Annual Period** and the percentage increase required for such period. In default thereof, the provisions of this **Optional Extension** will cease to apply.

The additional premium for this **Optional Extension** will be 50% of the premium produced by applying the percentage specified to the annual premium for the **Sum Insured** to which this **Optional Extension** applies.

3. INFLATION EXTENSION
(if stated to be included)

We will adjust the **Sums Insured** in line with current economic conditions for the next **Annual Period** from the **Renewal Date** stated on **Your Schedule**.

Provided that:

3.1. the cover afforded by this **Optional Extension** will not be in force or have effect if **You** are unable or unwilling to reinstate or replace the property damaged on the same or another site,

3.2. any amount payable that may be indemnified in terms of any other policy will be deducted from any amount payable in terms of this **Policy**,

3.3. this **Optional Extension** is limited to the percentage specified in the **Schedule** based on the replacement value plus escalation **Sum Insured** at the time of loss,

3.4. the cover provided by this **Optional Extension** will not exceed the last day of the next **Annual Period.**

The additional premium for this **Optional Extension** will be 25% of the premium produced by applying the percentage specified to the annual premium for the **Sum Insured** to which this **Optional Extension** applies.

4. ADDITIONAL THEFT WITHOUT FORCE EXTENSION - EXTERIOR FIXTURES AND FITTINGS
(if stated to be included)

In consideration of the payment of an additional premium, it is hereby noted and agreed that any damage caused by theft to exterior fixtures and fittings where there is no forcible or violent entry into or exit from a building will be covered.

Provided that:

4.1. if any building or part of the building insured becomes **Unoccupied** for 31 consecutive days, the cover provided hereunder is suspended as regards the **Unoccupied** building or part of the building, unless **You**, before the occurrence of loss or damage, obtain **Our** written consent to continue this cover,

4.2. **Our** liability for such costs and expenses will be reasonable and will not exceed the amount stated opposite this Extension in the **Schedule**.

SUB-SECTION B – PUBLIC SUPPLY CONNECTIONS

We will indemnify **You** for **Accidental**, sudden and unforeseen physical loss / damage caused by **Material Damage Perils,** to water, sewerage, gas, electricity and telecommunication connections to **Your** property or that for which **You** are legally responsible, between the **Insured Property** and the public supply or mains.

SUB-SECTION C – RENTAL

Loss of rent as a result of the **Insured Property** being so damaged by **Material Damage Perils** as to be rendered un-tenantable (inclusive of partially un-tenantable) but only for the period necessary for reinstatement and for an amount not exceeding the amount or percentage stated in the **Schedule / Annexure / Addendum** of the **Sum Insured** on the affected property. The basis of calculation will be the rent payable immediately preceding the damage or its equivalent in rental value.

OPTIONAL EXTENSION: APPLICABLE TO SUB-SECTION C - RENTAL

1. PREVENTION OF ACCESS EXTENSION
(if stated to be included)

If property within a 10 km radius of the building stated in the **Schedule** is damaged by **Material Damage Perils** insured under Sub- Section A – Property during the **Annual Period** and this prevents or hinders the use of or access to the **Insured Property**, then **We** will pay any loss of rent **You** may incur as a result thereof up to an amount not exceeding the amount stated in the **Schedule** of the **Sum Insured** on the affected property. The loss of rent calculation will be based on the rent payable immediately preceding the loss or damage or its equivalent rental value.

SUB-SECTION D – PROPERTY OWNERS LIABILITY (OCCURRENCE BASIS)

DEFINITIONS

For the purposes of determining the indemnity granted by this Sub-Section D - Property Owners Liability (Occurrence Basis) the following definitions apply and bear reference:

1. Bodily Injury: means death, physical injury, mental injury, illness (mental or physical) or disease of or to any person.

2. Damage : means loss of possession or control of, or actual physical damage to tangible property.

3. Damages: means monetary compensation (which term will include claimant's legal costs and expenses) that is awarded against **You** by a court of law, or for which **You** will become legally liable within the ambit of the civil or criminal justice system.

4. Drone: means any:

4.1. Remotely Piloted Aircraft – being further defined as an unmanned aircraft which is piloted from a remote pilot station, excluding **Model Aircraft** and **Toy Aircraft**,

4.1.1. Toy Aircraft– being further defined as an aircraft which is designed or intended for use in play by children,

4.1.2. Model Aircraft – being further defined as non-human carrying aircraft capable of sustained flight in the atmosphere and used exclusively for air display, recreational use, sport or competitions.

4.2. Drone Accessories means any:

4.2.1. filming, scanning, mapping, infrared and x-ray equipment inclusive of software,

4.2.2. bags and carry cases,

4.2.3. tools and cleaning equipment,

4.2.4. guards and safety equipment,

4.2.5. two-way radio and communications equipment,

4.2.6. power supplies and control equipment,

4.2.7. binoculars and photographic equipment,

4.2.8. laptops and tablets

All of which are used for the purpose of controlling a **Drone**, inclusive of any other equipment which can be affixed to the payload of the **Drone**.

5. Employee: means a person employed under a contract of service or apprenticeship with **You**.

6. Event: means any circumstance or incident which may give rise to claim for indemnification as insured under this **Section** of the **Policy**

7. In the Annual Aggregate / Aggregate Limit (AGG): means a pre-determined Rand amount up to which the **Policy** will cover **You** for each Annual Period, regardless of the number of claims submitted or **Legal Costs** associated with these claims.

8. Legal Costs: means costs, charges and expenses which **We** incur or which You incur with **Our** prior consent:

8.1. in the defence or settlement of any claim under this **Section** of the **Policy** or any legal proceeding, action or prosecution brought against **You** in respect of **Bodily Injury** or **Damage** or other liability as insured in terms of this **Section** of the **Policy**.

8.2. in the representation at any inquest or accident inquiry in respect of Injury which may form the subject of indemnity under this **Section** of the **Policy**.

9. Occurrence: means an **Event** or series of **Events** arising out of one originating cause or source.

10. Pollution: means actual, alleged, or threatened:

10.1. ingestion, inhalation, absorption, release, escape, discharge, dispersal, seepage of, contact with, or exposure to, **Pollutants**,

10.2. subsequent spread, migration, or movement of **Pollutants** following (10.1.) above.

11. Pollution Costs: means 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 **You** or third parties.

12. Pollutant: means 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 (inclusive of 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.

COVER PROVIDED - PROPERTY OWNERS LIABILITY (OCCURRENCE BASIS)

We will indemnify **You** in respect of **Damages** for which **You** will become legally liable to pay consequent upon **Accidental Bodily Injury**, or **Accidental** loss of or **Damage** occurring during the **Annual Period** in, on or about the **Insured Property** and arising from **Your** ownership thereof.

THE LIMIT OF INDEMNITY

The amount payable inclusive of any **Legal Costs** recoverable from **You** by a claimant or any number of claimants and other costs and expenses incurred with **Our** consent for any one **Event** or **Occurrence** will not exceed the amount stated in the **Schedule / Annexure.**

MEMORANDA TO SUB-SECTION D – PROPERTY OWNERS LIABILITY (OCCURRENCE BASIS)

1. Where more than one **Insured** is named in the **Schedule**, then **We** will indemnify each **Insured** separately and not jointly and any liability arising between such **Insureds'** will be treated as though separate policies had been issued to each, provided that **Our Aggregate** liability will not exceed the **Limit of Indemnity** stated in the **Policy / Schedule / Annexure / Addendum**.

2. Provided that **Our Aggregate** liability is not increased beyond the **Limit of Indemnity** stated in terms of this Sub-Section D – Property Owners Liability (Occurrence Basis) , then **We** will also indemnify as though a separate policy had been issued to each:

2.1. in the event of **Your** death, if any personal representative of **Yours** in respect of liability incurred by **You**; or

2.2. any partner or director or member or employee of **Yours** (if **You** so request) against any claim for which **You** are entitled indemnity to under this insurance.

2.3. In respect of this Sub-Section only clause (1.1.) of the General Exclusion headed War, Riot and Terrorism Exclusion is amended:

"This Sub-Section does not cover any claim, cost, **Bodily Injury**, **Damage** or legal liability directly or indirectly caused by, happening through or occasioned by, in connection with or in consequence of :"

Clauses (1.1.1) to (1.1.8), (1.2.) and (1.3.) remain unaltered.

2.4. If, at the time of any **Event** giving rise to a claim under this Sub-Section D – Property Owners Liability (Occurrence Basis) indemnity is also provided under any other insurance, this Sub-Section will not be drawn into contribution with such other insurance except in respect of any excess over and above the amount payable by such other insurance.

SPECIFIC EXCLUSIONS: APPLICABLE TO SUB-SECTION A - PROPERTY

This Sub-Section A – Property does not cover loss or damage:

1. to property in the course of renovations, additions or extensions unless **You** notify **Us** of such renovations, additions or extensions and unless **You**, before the occurrence of any of the aforementioned activities obtain **Our** written agreement to continue cover for the duration of renovations, additions or extensions as the case may be.

Further provided, that if **We** have agreed to extend the cover provided under this **Section** that if the event is that of theft that such theft is accompanied by violent, forcible and visible entry into the premises,

For the purpose of this property in the course of renovations, additions or extensions exclusion, such activities will only apply to structural changes being performed by a **Suitably Qualified Person** and will not relate to or include activities of a cosmetic nature, such as painting activities. The term **Suitably Qualified Person** means that a person has completed a formal qualification, has prior learning or the capacity to acquire a formal qualification within a reasonable time in order to fulfil competency requirements essential by law and in conjunction with relevant work experience as is necessary to perform the job for which they are employed.

If an event giving rise to a claim occurs, in determining the application of the term **Suitably Qualified Person**, it is agreed that the number of years work experience will not be accepted in isolation and will only be considered as a factor in addition to a formal and certified qualification as described above,

2. any damage caused by or contributed to by damage happening over a period of time.

SPECIFIC EXCLUSIONS: APPLICABLE TO SUB-SECTION D - PROPERTY OWNERS LIABILITY (OCCURRENCE BASIS)

We will not indemnify **You** under this Sub-Section D – Property Owners Liability (Occurrence Basis) in respect of:

1. any **Bodily Injury** or **Damage** sustained by:

1.1. any member of the same household as **You**,

1.2. any **Employee** and arising directly from and in the course of such employment by **You**,

1.3. any other person caused by mechanically propelled vehicles (except bicycles and lawnmowers) whether such **Bodily Injury** or **Damage** is as a result of ownership, use by, or on **Your** behalf,

1.4. any activities involving watercraft / aircraft / **Drones**.

2. any **Damage** to property:

2.1. belonging to **You,** which is in **Your** custody or control or any of **Your Employees**,

2.2. caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure.

3. any liability assumed by agreement unless liability would have attached to **You** regardless of such agreement.

4. **4.1.** liability in respect of **Bodily Injury**, **Damage** or loss of use of **Property** directly or indirectly caused by seepage, **Pollution** or contamination provided always that this Exclusion will not apply where such seepage, **Pollution** or contamination is caused by a sudden, unintended and unforeseen **Occurrence**.

4.2. **Pollution Costs** unless caused by a sudden, unintended and unforeseen **Occurrence**.

This Exclusion will not extend the **Policy** to cover any liability which would not have been insured under this **Policy** in the absence of this Exclusion (refer to the General Exclusion headed Pollution and Contamination Exclusion).

5. any fines, penalties, punitive, exemplary or vindictive **Damages**.

6. **6.1.** any **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, Eswatini, Zimbabwe, Malawi, Mozambique and Zambia,

6.2. any **Legal Costs** of litigation recovered by any claimant from **You** which are not incurred in and recoverable in the area described in (6.1) above.

7. any liability consequent upon **Bodily Injury** or **Damage**:

7.1. 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 **You** or at **Your** direction,

7.2. caused by or through or in connection with:

7.2.1. the refuelling of aircraft,

7.2.2. the ownership, possession, maintenance, operation or use of aircraft or an airline,

7.2.3. the ownership, hire, or leasing of any airport, airstrip, or helicopter pad.

8. any liability resulting from the processing of personal information and any exposure which should be insured under a Cyber liability policy.

SPECIFIC EXCLUSIONS: APPLICABLE TO ALL SUB-SECTIONS

1. In addition to General Condition headed Construction Requirements Statutory Laws and Maintenance, this **Section** does not cover loss of or damage to property related to or caused by faulty installations / design, defective workmanship or materials as well as inferior construction, products or goods.

2. If any building insured or containing the **Insured Property** becomes **Vacant** the insurance in respect of all perils is suspended as regards the property affected from the date the **Insured Property** / building becomes **Vacant**.

3. This **Section** does not cover any claim directly occasioned by or through or in consequence of loss or damage related to or caused by any occurrence referred to in the General Exclusions of this **Policy**.

SECTION 3: OFFICE CONTENTS

DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1.	**Accident / Accidental** :	means a fortuitous and unexpected event occurring at an identifiable place and time.
2.	**Documents:**	means films, tapes, addressograph plates, books, records, maps, plans, patterns, drawings / designs, abstracts, deeds, wills, mortgages, agreements, manuscripts, letters, certificates, documents and similar written, printed or otherwise inscribed papers and documents used by **You** in the course of **Your Business** and owned by **You** or for which **You** are responsible.
3.	**Electronic Data Processing Equipment:**	means computers, laptops, tablet devices, printers, peripheral computer equipment, software and any computer-based equipment acting as a computer, inclusive of PABX systems.
4.	**Material Damage Perils**	means fire, lightning, explosion, storm, wind, water, hail, snow, impact, earthquake or any other natural catastrophe.

COVER PROVIDED

1. **We** will indemnify **You** for **Accidental**, sudden and unforeseen physical loss / damage by any of the perils specified in Sub-Section A - Contents to the office contents inclusive of:

1.1. landlord's fixtures and fittings, **Your** property or for which **You** are responsible, and unless otherwise stated in the **Schedule**, to the extent that the same is not otherwise insured, property owned by any of **Your** partners or directors or employees up to the amount as stated in the **Schedule / Annexure / Addendum** per person while contained in the offices and / or consulting rooms situated as stated in the **Schedule** (hereinafter called the **Office Premises**).

2. **We** will indemnify **You** for **Accidental**, sudden and unforeseen physical loss / damage to the whole or part of the property as described in Sub-Section C - **Documents** (if stated to be included in the **Schedule** at an additional premium) and the consequences thereof insured under as described in Sub-Section D – Legal Liability to **Documents** (if stated to be included in the **Schedule** at an additional premium).

3. **We** will indemnify **You** for **Accidental**, sudden and unforeseen loss and / or expenditure described in Sub-Section B - Rent and Sub-Section E – Increase in Cost of Working.

SUB-SECTION A – CONTENTS

We will indemnify **You** in respect of damage caused by the perils as described below.

1. Fire or subterranean fire, lightning or thunderbolt and 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 (whether arising from legal mining operations or otherwise) but excluding damage to property in the underground workings of any mine. For the purpose of this Extension the General Exclusion headed Excluded Perils / Risk / Circumstances specifically (7.17) is deleted and restated " any loss and / or damage directly or indirectly caused by, or arising from, or aggravated by, or resulting from illegal mining operations or any gas line breaks or explosions.

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.

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 up to the amount / percentage shown in the **Schedule** provided that:

7.1. **We** will not be liable under this peril for theft or attempted theft by any of **Your** principals, partners, directors or employees,

7.2. the amount payable will be reduced by the first amount payable shown in the **Schedule** / **Annexure / Addendum** for this peril,

7.3. the maximum amount payable will not exceed the sum insured shown in the **Schedule** / **Annexure / Addendum** for this peril less its first amount payable.

SPECIFIC CONDITION: APPLICABLE TO SUB-SECTION A - CONTENTS

1. AVERAGE (UNDER INSURANCE)

If the **Insured Property** 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, then **You** will be considered as being **Your** own insurer for the difference and will bear a rateable share of the loss or damage accordingly. Each item of the **Schedule** covering such property will be separately subject to this Condition.

CLAUSES AND EXTENSIONS: APPLICABLE TO SUB-SECTION A - CONTENTS

1. ALTERATIONS AND MISDESCRIPTION CLAUSE

The insurance under this **Section** will not be prejudiced by:

1.1. any alteration or misdescription of occupancy whether due to the transfer of processes or machinery or by virtue of acquisition of additional premises,

1.2. structural alterations or repairs to buildings, machinery or plant, provided that notice is given to **Us** as soon as practicable after such event and **You** further agree to pay additional premiums if required.

2. CAPITAL ADDITIONS CLAUSE

The insurance under this **Section** covers alterations, additions and improvements (but not appreciation in value in excess of the **Sum Insured**) to the property, for an amount not exceeding the not exceeding the percentage / **Sum Insured** amount stated in the **Schedule / Annexure** and provided that the total amount recoverable will not exceed the **Sum Insured** on the property affected, it being understood that **You** undertake to advise **Us** each month (or quarterly, if the **Policy** premiums are payable annually) of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

3. FIRE EXTINGUISHING CHARGES CLAUSE

Any costs relating to the extinguishing or fighting of fire, will be deemed to be damage to the **Insured Property** and will be payable in addition to any other payment for which **We** may be liable in terms of this **Section**, and provided **You** are legally liable for such costs and the **Insured Property** was in danger from the fire.

4. NEW AND ADDITIONAL PREMISES CLAUSE

If **You** occupy offices or consulting rooms other than those situated as stated in the **Schedule** in the Republic of South Africa, the insurance by this **Section** will apply as though such offices or consulting rooms were office premises within the meaning of this **Section** provided that:

4.1. **You** will, within a reasonable time of taking occupation, advise **Us** thereof and pay additional premium calculated pro rata from the time of taking occupation until the end of the current **Annual Period,**

4.2. this clause will not apply to any claim if and so far as the same is otherwise insured.

5. REMOVAL OF DEBRIS CLAUSE

The insurance under this **Section** is extended to be inclusive of such reasonable costs and expenses as may be necessarily incurred by **You** 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 total amount recoverable will not exceed the percentage / **Sum Insured** stated in the **Schedule** / **Annexure** and provided that the total amount recoverable will not exceed the **Sum Insured** which bears to the **Insured Property** which has been affected.

We will not pay for any costs or expenses:

5.1. incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site,

5.2. arising from pollution or contamination of property not insured by this **Policy** (refer to the General Exclusion headed Pollution / Contamination Exclusion).

6. TEMPORARY REMOVAL CLAUSE

Except in so far as it is otherwise insured the **Insured Property** is covered whilst temporarily removed elsewhere on the **Premises** stated in the **Schedule** or to any other premises inclusive of transit by road, rail or inland waterway anywhere within the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Malawi, Mozambique and Zambia provided that:

6.1. unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, then **Our** liability will not exceed the percentage / **Sum Insured** stated in the **Schedule** / **Annexure** and provided that the total amount recoverable will not exceed the **Sum Insured** applicable to any item,

6.2. the amount payable under this clause will 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.

For the purposes of this clause, Temporary Removal will mean a period not exceeding 90 days.

7. TENANTS CLAUSE

Our liability to **You** will not be affected by any act or omission on the part of any owner of a building or any tenant (other than **Yourself**) without **Your** knowledge.

You will, however, inform **Us** as soon as such act or omission, which is a contravention of any of the Terms, Exclusions and Conditions of this Section comes to **Your** knowledge and **You** will be responsible for any additional premium payable from the date any increased hazard will be assumed by **Us**.

This clause is subject to the cover provided under this **Section**.

8. REPLACEMENT VALUE CONDITION

The basis upon which the amount payable for a claim in respect of contents is calculated will be either:

8.1. 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

8.2. 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 **You** will be considered as being **Your** own insurer for the difference and will bear a rateable proportion of the loss accordingly.

EXTENSIONS: APPLICABLE TO SUB-SECTION A - CONTENTS

1. LOCKS AND KEYS EXTENSION

We will indemnify **You** in respect of the cost of replacing locks, keys and / or remote controls to any **Premises** insured hereby following upon the disappearance of any key and / or remote control to such **Premises** or where **You** have reason to believe that any unauthorised person may be in possession of a duplicate of such key and / or remote control up to the amount shown in the **Schedule**. Provided that **You** will be liable for the first amount payable as stated in the **Schedule / Annexure / Addendum** in respect of each and every event.

2. BASIC TEMPORARY REPAIRS AND MEASURES EXTENSION

The insurance under this **Section** is extended to be inclusive of all reasonable costs and expenses incurred by **You** in effecting such temporary repairs and by taking such temporary measures, that **You** are required to pay to avoid or minimise further loss as may be reasonably necessary after an insured event, provided that:

2.1. **Our** liability for such costs and expenses will only be for that which we deem reasonable and necessary under the circumstances, and

2.2. such costs do not exceed the amount stated in the **Schedule / Annexure / Addendum** opposite this Extension.

3. MALICIOUS DAMAGE AND INTENTIONAL CONDUCT EXTENSION

We will indemnify **You** for damage caused to **Your** moveable or immovable property as noted in the **Schedule** which is caused intentionally by / through or in consequence of deliberate / wilful or wanton acts of any person.

Provided that this Extension does not cover:

3.1. any damage related to or caused by fire or explosion,

3.2. any damage caused intentionally (or with **Your** knowledge or consent) by **You**, **Your** principals, partners, members and / or directors,

3.3. any property that is stolen or damaged while in the process of being stolen,

3.3.1. for the purpose of this Exclusion (3.3.) – property damaged in the process of being stolen is inclusive of parts and /or components thereto and neither property and / or part and / or components will be covered by this Extension,

3.4. any property that is damaged while thieves are gaining entrance to or exit from the premises,

3.5. any removal or partial removal, demolition, attempted demolition or partial demolition of **Your** building,

3.6. any consequential or indirect damage of any kind or description whatsoever,

3.7. any damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation,

3.8. any damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,

3.9. any damage related to or caused by any occurrence referred to in the General Exclusions of this **Policy** .

If **We** allege that, by reason of (3.1.) to (3.9.) as noted above that loss or damage is not covered by this **Policy**, then the burden of proving the contrary will rest upon **You**.

3.10. If any building insured or containing the **Insured Property** becomes **Unoccupied** for 31 consecutive days, the insurance in respect of this Extension is suspended as regards the property affected unless **You**, before the occurrence of any damage, obtain **Our** written agreement to continue this Extension.

3.10.1. **You** will become a co-insurer with **Us** during the period of the initial unoccupancy of 31 consecutive days and will bear a proportion of any damage equal to 20% of the claim before deduction of any first amount payable.

3.11. If any building insured or containing the **Insured Property** becomes **Vacant** the insurance in respect of this Extension is suspended as regards the property affected from the date the **Insured Property** / building becomes **Vacant**.

4 BASIC POWER SURGE EXTENSION

We will indemnify **You** for **Accidental** damage to electronic / electrical equipment other than **Electronic Data Processing Equipment** as insured under this Section of this **Policy**, following a sudden and unexpected event caused by **Power Surge** up to the amount shown in the **Schedule / Annexure / Addendum**. (Refer to the General Provision headed Type 2 Surge Protection Warranty).

Accidental damage to electronic / electrical equipment other than **Electronic Data Processing Equipment** as a result of **Loadshedding** will be inclusive of in the cover offered under this Extension.

Provided that:

4.1. any loss or **Damage** arising out of the deliberate withholding of power by a supply authority or **Grid Failure** (refer to the General Exclusion headed Grid Failure Exclusion 01/04/2023) is specifically excluded.

4.2. any loss / damage caused through or in connection with ripple relay switching will be excluded.

4.3. the cover afforded under this Extension becomes effective when the electricity supply is interrupted and will immediately lapse as soon as electricity supply has been restored.

5. SECURITY GUARDS/SERVICES

We will compensate **You** for the employment of guards to protect the **Insured Property** stated in the **Schedule** after loss or damage has occurred provided it has been arranged with a registered security company.

If this Extension applies to **Section** 1 : Fire / **Section** 2: Buildings Combined / **Section** 25: Homeowners or **Section** 26: Household Contents for the same event, **We** will only compensate **You** under one of the relevant **Sections**.

This Extension is limited to the maximum number of days allowed and the amount per day as shown in the **Schedule / Annexure / Addendum**.

OPTIONAL EXTENSIONS: APPLICABLE TO SUB-SECTION A - CONTENTS

1. THEFT EXTENSION – FULL COVER
(if stated to be included)

We will indemnify **You** in accordance with the cover provided in respect of theft or any attempt thereat but excluding pilferage, bilking, theft by any principal, partner, director or other employee in **Your** employ / service all which are not covered by this **Optional Extension.**

Provided that, the amount payable will be reduced by the first amount payable shown in the **Schedule** / **Annexure / Addendum** for this **Optional Extension** and the maximum amount payable will not exceed the **Sum Insured** shown in the **Schedule** for this **Optional Extension** less its first amount payable.

SUB-SECTION B – RENT

We will indemnify **You** in respect of loss of rent actually incurred by **You** in consequence of the **Office Premises** or portion thereof being so damaged by **Material Damage Perils** specified in Sub-Section A – Contents as to be rendered uninhabitable, but only in respect of the period necessary for reinstatement.

The indemnity under this Sub-Section will not exceed the amount / percentage shown in the **Schedule / Annexure / Addendum** opposite this Sub Section, 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** will 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
(if stated to be included)

We will indemnify **You** in respect of loss of or damage to documents normally kept at the **Office Premises** by any peril not specifically excluded.

SPECIFIC PROVISIONS: APPLICABLE TO SUB-SECTION C - DOCUMENTS

LIMITATIONS

Our liability under Sub-Section C - Documents is limited to all costs, charges and expenses incurred by **You** in replacing or restoring such documents.

SUB-SECTION D – LEGAL LIABILITY FOR DOCUMENTS
(if stated to be included)

We will indemnify **You** in respect of legal liability which arises as a direct consequence of loss of or damage to **Documents** in Sub-Section C – Documents and in respect of which payment, reinstatement or repair has been made or liability admitted by **Us** under Sub-Section C – Documents unless such payment, reinstatement, repair or liability has not been made or admitted solely because **You** are required to bear the first portion of the loss.

MEMORANDUM: APPLICABLE TO SUB-SECTION D – LEGAL LIABILITY FOR DOCUMENTS

In respect of this Sub-Section only clause (1.1.) of the General Exclusion headed War, Riot and Terrorism Exclusion is amended:

"This Sub-Section does not cover any claim, cost, expense or legal liability directly or indirectly caused by, happening through or occasioned by, in connection with or in consequence of :"

Clauses (1.1.1) to (1.1.8), (1.2.) and (1.3.) remain unaltered.

SUB-SECTION E – INCREASE IN COST OF WORKING

1. **We** will indemnify **You** in respect of any additional expenditure not otherwise provided for in this **Section** reasonably incurred by **You** for the purposes of:

1.1 maintaining the normal operation of the **Business** in consequence of loss or damage by **Material Damage Perils** in respect of which payment, reinstatement or repair has been made or liability therefor admitted by **Us** under Sub-Section A - Contents or Sub – Section C - Documents.

1.2 the indemnity under this Sub-Section E – Increase in Cost of Working will not exceed amount / percentage shown in the **Schedule / Annexure / Addendum** opposite this Sub-Section, of the **Sum Insured** on all contents of the **Office Premises** affected.

WARRANTY: APPLICABLE TO SUB-SECTION A - CONTENTS

LINKED BURGLAR ALARM WARRANTY
(if stated to be applicable in the Schedule)

1. Regardless of anything contained to the contrary, in the **Policy** or any endorsement thereto, it is noted and agreed that **You** will only be indemnified for theft and burglary if the insured premises or **Insured Property** is protected by a Linked Burglar Alarm System, subject to the following conditions:

1.1. the Linked Burglar Alarm System must be made fully operative at all times when:

1.1.1 the **Premises** constituting the insured premises are **Unattended**,

1.1.2 the **Premises** where the **Insured Property** is kept are **Unattended.**

1.2. the Linked Burglar Alarm System must protect all access points such as doors and windows by means of magnetic contact points / switches or motion detectors and that none of the motion detectors of the required Linked Burglar Alarm System are obstructed or bypassed,

1.3. the contract agreement between **Yourself** and the alarm company / supplier must be inclusive of a 24-hour monitored armed response service,

1.4. the Linked Burglar Alarm System must be maintained in a fully operational condition at all times under the obligations of contract with the alarm company / supplier and the responsibility will rest upon **You** to ensure that the Linked Burglar Alarm System is operational and maintained at all times,

1.5. in the event of a claim, **We** hold the right to request from **You** or the alarm company / supplier confirmation of installation, maintenance, activation records and incident reports,

1.6. this **Policy** will not cover loss of or damage following : -

1.6.1. the use of the arming / disarming code of the alarm panel or remote-control unit of the linked burglar alarm system, or

1.6.2. any duplicate thereof belonging to **You** unless such code or remote control has been obtained by any means of violence.

1.7. **You** will ensure that all **Insured Property** remains protected during all periods of **Loadshedding,** inclusive of but not limited to ensuring that there is a battery backup connected to any Linked Burglar Alarm System required by **Us** to ensure that the **Premises** and **Insured Property** remains protected even when **Loadshedding** takes place.

1.8. It is an ongoing requirement that **You** must ensure that such battery backup is fully charged, maintained and regularly tested to operate optimally during periods of **Loadshedding**.

If **We** allege that, by any reason, the Linked Burglar Alarm System was not fully operational or not activated when the **Premises** were **Unattended** or that **You** have not complied with any of the requirements of this Linked Burglar Alarm Warranty as set out above**,** the burden of proving the contrary will rest on **You.**

The presence of contractors, security guards, employees, or any persons staying in separate buildings or other structures on the property does not satisfy the requirement for continuous physical presence and will not override the provisions contained in this Linked Burglar Alarm Warranty.

For the purpose of this Linked Burglar Alarm Warranty the terms **Unattended** and **Premises** shall bear the following meaning:

Unattended means that neither **Yourself** nor any person authorised by **You** is continuously and physically present at the **Premises**.

Premises means each building or structure or individual sections of a building or structure, which is subject to separate alarm systems or activation zones.

The term **Unattended** will not apply to **Premises** which are within 5m proximity from the main building or structure and **You** can prove to **Our** satisfaction that continuous and physical presence was observed.

SPECIFIC EXCLUSIONS: APPLICABLE TO SUB-SECTION A - CONTENTS

1. This Sub-Section A – Contents does not cover:

1.1. property outside the Republic of South Africa (unless as provided for under the Clauses and Extensions headed Temporary Removal Clause),

1.2. **Documents**, to the value of materials and sums expended in labour,

1.3. models and / or moulds (except to the extent that the said articles are insured in terms of Sub-Section A - Contents),

1.4. Electronic Data Processing Equipment,

1.5. stock in trade, samples, motor vehicles and accessories thereof, money, securities, bearer bonds, drafts and any written order to pay a sum certain in money and any written evidence of indebtedness or obligation and all property carried or held as samples or for sale or for delivery after sale, stamps, jewellery or precious stones,

1.6. the first amount payable as reflected in the **Schedule / Annexure / Addendum**.

SPECIFIC EXCLUSIONS: APPLICABLE TO SUB-SECTION C – DOCUMENTS

This Sub-Section C - Documents does not cover:

1. loss or damage caused by:

1.1 electric or electronic or magnetic injury, disturbance or erasure of electronic or magnetic recordings except by lightning in which case the lightning loss or indemnifiable amount will be reduced by the amount stated in the **Schedule / Annexure / Addendum**,

1.2 vermin or inherent defect or by processing, copying or other work upon the documents,

1.3 the dishonesty of any principal, partner or director in **Your** employment whether acting alone or in collusion with others.

This Exclusion will not apply to any director who is also **Your** employee and where **You** have the right at all times to govern, control and direct in the performance of their work in the service of **Yourself** and in the course of the **Business**,

2. gradual deterioration, wear and tear or damage happening over a period of time,

3. costs involved in reshooting films and videos and rerecording audio tapes, USB devices or any electronic data processing reconstruction costs,

4. money, securities, bearer bonds, , drafts and any written order to pay a sum certain in money and any written evidence of indebtedness or obligation and all property carried or held as samples or for sale or for delivery after sale and computer software and computer data carrying media unless otherwise stated in the **Schedule**.

SPECIFIC EXCLUSION: APPLICABLE TO SUB-SECTION D – LEGAL LIABILITY FOR DOCUMENTS

Sub-Section D – Legal Liability for Documents does not cover liability assumed by **You** under any contract, undertaking or agreement where such liability would not have attached to **You** in the absence of such contract, undertaking or agreement.

SPECIFIC EXCLUSIONS – APPLICABLE TO ALL SUB-SECTIONS

1. This **Section** does not cover damage directly occasioned by or through or in consequence of loss or damage related to or caused by any occurrences referred to in the General Exclusions of this **Policy**.

2. to property in the course of renovations, additions or extensions unless **You** notify **Us** of such renovations, additions or extensions and unless **You**, before the occurrence of any of the aforementioned activities obtain **Our** written agreement to continue cover for the duration of renovations, additions or extensions as the case may be.

Further provided, that if **We** have agreed to extend the cover provided under this **Section** that if the event is that of theft that such theft is accompanied by violent, forcible and visible entry into the **Premises**.

For the purpose of this property in the course of renovations, additions or extensions exclusion, such activities will only apply to structural changes being performed by a **Suitably Qualified Person** and will not relate to or include activities of a cosmetic nature, such as painting activities. The term **Suitably Qualified Person** means that a person has completed a formal qualification, has prior learning or the capacity to acquire a formal qualification within a reasonable time in order to fulfil competency requirements essential by law and in conjunction with relevant work experience as is necessary to perform the job for which they are employed.

If an event giving rise to a claim occurs, in determining the application of the term **Suitably Qualified Person**, it is agreed that the number of years work experience will not be accepted in isolation and will only be considered as a factor in addition to a formal and certified qualification as described above.

3. Any damage caused by or contributed to by damage happening over a period of time.

4. In addition to General Condition headed Construction Requirements, Statutory Laws and Maintenance, this **Section** does not cover loss of or damage to property related to or caused by faulty installations / design, defective workmanship or materials as well as inferior construction, products or goods.

5. If any **Premises** containing the **Insured Property** becomes **Vacant** the insurance in respect of all perils is suspended as regards the property affected from the date the **Insured Property** / building / **Office Premises** becomes **Vacant**.

SECTION 4: BUSINESS INTERRUPTION

DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1. Annual Turnover, Annual Revenue and Annual Gross Rentals:

means the **Turnover** (**Revenue**) (**Gross Rentals**) during the twelve months immediately before the date of the **Damage** to which such adjustments will 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 will 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** * [Refer to **IMPORANT** note at the end of the definitions for application of the terms indicated by (*).]

2. Gross Rentals:

means the money paid or payable to **You** by tenants in respect of rental of the premises and for services rendered.

3. Gross Profit (Difference Basis):

means the amount by which:

3.1. the sum of the **Turnover** and the amount of the closing stock will exceed,

3.2. the sum of the amount of the opening stock and the amount of the **Uninsured Costs**.

The amount of the opening and closing stocks will be arrived at in accordance with **Your** normal accountancy methods, due provision being made for depreciation.

4. Gross Profit (Additions Basis):

means the sum produced by adding to the **Net Profit** the amount of **Your Insured Standing Charges** or, if there is no **Net Profit**, the amount of **Your Insured Standing Charges** less such proportion of any net trading loss as the amount of **Your Insured Standing Charges** bears to all the **Insured Standing Charges** of the **Business**.

5. Indemnity Period:

means the period beginning with the commencement of the **Damage** and ending not later than the number of months stated in the **Schedule** during which the results of the **Business** are affected in consequence of the **Damage**.

6. Insured Standing Charges (applicable to the Additions Basis method of cover):

means those covers arranged to cover only certain Fixed Expenses / Standing Charges of **Your Business** as stated in the **Schedule** (Standing Charges not mentioned will not be covered). The words and expressions used will have the meaning usually given to them as in **Your** books of account.

7. Material Damage

means accidental physical loss of or accidental physical damage to tangible property by :

7.1. fire, lightning or explosion,

7.2. storm, wind, water, hail or snow,

7.3. impact,

7.4. earthquake or any other natural catastrophe.

8.	**Net Profit:**	means the net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from **Your Business** and at the premises after due provision has been made for all **Insured Standing Charges** and other charges inclusive of depreciation, but before the deduction of any taxation chargeable on profits.
9.	**Turnover:**	means the money paid or payable to **You** for goods sold and delivered and for services rendered in the course of the **Business** at the premises (Not applicable when the Output Alternative Basis Clause is selected).
10.	**Revenue:**	means the money paid or payable to **You** for goods sold and for services rendered in the course of the **Business** at the premises.
11.	**Standard Turnover, Standard Revenue and Standard Gross Rentals:**	means 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** to which such adjustments will 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 will 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**.
12.	**Rate of Gross Profit**:	means the **Rate of Gross Profit** earned on the **Turnover** during the financial year immediately before the date of the **Damage** to which such adjustments will 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 will 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**. *[Refer to **IMPORANT** note at the end of the definitions for application of the terms indicated by (*).
13.	**Uninsured costs:**	means the costs inclusive of, however not limited to the list below, or as specified in the **Schedule** (the words and expressions used will have the meaning usually attached to them as in **Your** books of account): - Bad Debts, - Packing Material, - Purchases Less Discounts Received, - Discounts Allowed, - Consumable Products, - Discounts Received.
14.	**Wages:**	means one or more week's actual wages of employees whose services cannot be used at all, following **Damage**, and a proportionate share of wages for employees who cannot be fully utilised. For the purpose of this definition, **Wages** are not included in the Gross Profit items and have been specifically provided for in terms of Item 6 – Wages of the cover provided.

* **IMPORTANT** : If the **Damage** occurs before the completion of the first year's trading of the **Business** at the premises, the value of the terms indicated by (*) will be calculated by using values proportionate to the results obtained during the period between the commencement of the **Business** and the date of **Damage**.

COVER PROVIDED

We will indemnify **You** for loss following the interruption of, or interference with **Your Business** in consequence of **Material Damage** during the **Period of Insurance** at the premises described in the **Schedule** in respect of which payment has been made or liability admitted under:

1. the Fire **Section** of this **Policy**,

2. the Buildings Combined **Section** of this **Policy**,

3. the Office Contents **Section** of this **Policy**,

4. the Electronic Equipment **Section** of this **Policy**,

any other material damage insurance covering **Your** interest, but only in respect of **Material Damage** perils insured under the Fire **Section** hereof (hereinafter termed **Damage**).

Liability will be deemed to have been admitted if such payment is precluded solely because **You** are required to bear the first portion of the loss.

We will indemnify **You** in accordance with the provisions of the cover hereinafter set out and as stated in the **Schedule**.

ITEM 1A: GROSS PROFIT (DIFFERENCE BASIS)

The insurance under this item is limited to loss of **Gross Profit** due to:

1.1 reduction in **Turnover**,
and
1.2 increase in cost of working,

The amount payable as indemnity hereunder will be:

1.3 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** will, in consequence of the **Damage**, fall short of the **Standard Turnover**,

1.4 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 will 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 1B: GROSS PROFIT (ADDITIONS BASIS)

The insurance under this item is limited to loss of **Gross Profit** due to:

1.1 reduction in **Turnover**,
and
1.2 increase in cost of working,

The amount payable as indemnity hereunder will be:

1.3 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** will, in consequence of the **Damage**, fall short of the **Standard Turnover**,

1.4 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 will 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.

MEMORANDUM: APPLICABLE TO ITEMS 1A AND 1B

If any **Insured 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 will 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 **Insured Standing Charges**.

ITEM 2: GROSS RENTALS

The insurance under this item is limited to:

1.1 loss of **Gross Rentals**,
and
1.2 increase in cost of working,

The amount payable as indemnity hereunder will be:

1.3 in respect of loss of gross rentals, the amount by which the gross rentals during the **Indemnity Period** will in consequence of the **Damage** fall short of the **Standard GrossRentals**,

1.4 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** therebyavoided.

Less any sum saved during the **Indemnity Period** in respect of such of the **Insured Standing 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 will 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:

1.1 loss of **Revenue,**
and
1.2 increase in cost of working,

The amount payable as indemnity hereunder will be:

1.3 in respect of loss of **Revenue**, the amount by which the **Revenue** during the **Indemnity Period** will in consequence of the **Damage**, fall short of the **Standard Revenue,**

1.4 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 **Insured Standing 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 will 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

(Unless previously approved by **Us** Item 4: Additional Increase in Cost of Working cannot be taken without adding either Item 1 **Gross Profit** (Difference Basis) or **Gross Profit** (Additions Basis), Item 2: **Gross Rentals** or Item 3: **Gross Revenue** to **Your** insurance cover)

The insurance under this item is limited to reasonable additional expenditure (not recoverable under other items) incurred with **Our** consent during the **Indemnity Period** in consequence of **Material 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 **You** by the payment of **Wages** being the remuneration, as defined in **Your** books of account, of all employees other than those whose remuneration is treated as Salaries, and for a period beginning with the occurrence of the **Damage** and ending not later thereafter than the specified number of weeks stated in the **Schedule**.

The amount payable as indemnity under this item will be the actual amount which **You** will pay as **Wages** for such period to employees whose services cannot, in consequence of the **Damage**, be utilised by **You** 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 **You** 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 will be such sum as **You** would be legally liable to pay and will pay in discharge of fines or penalties incurred solely in consequence of **Damage** for non-completion or late completion of orders however only in respect of **Material Damage** insured under **Section** 1: Fire and Allied Perils, **Section** 2: Buildings Combined, **Section** 3: Office Contents or **Section** 20: Electronic Equipment of this **Policy**.

MEMORANDUM

If, during the **Indemnity Period**, goods will be sold, or services will be rendered elsewhere than at the premises for the benefit of the **Business** either by **You** or by others on **Your** behalf, the money paid or payable in respect of such sales or services will be brought into account in arriving at the **Turnover**, **Revenue** or **Gross Rentals**, during the **Indemnity Period**.

CLAUSES AND EXTENSIONS

1. BUSINESS CLOSED

The insurance under this **Section** will cease if the **Business** is wound up or carried on by a liquidator or judicial manager or is permanently discontinued, except with **Our** written agreement.

2. MINIMISING LOSSES

On the happening of any **Damage** in consequence of which a claim may be made under this Section, **You** will, in addition to complying with General Conditions headed Claims, Our Rights After an Event and Subrogation and Fraudulent, Wilful, Deliberate or Reckless Acts, 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.

In the event of a claim being made under this **Section** will, not later than 31 days after the expiry of the **Indemnity Period**, or within such further time as **We** may in writing allow, at **Your** own expense deliver to **Us** in writing a statement setting forth particulars of **Your** 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** will be payable unless the terms of this Specific Condition has been complied with and, in the event of non-compliance therewith in any respect, any payment on account of the claim already made will be repaid to **Us** forthwith.

3. ACCOUNTANTS CLAUSE

Any particulars or details contained in **Your** books of account or other **Business** books or documents which may be required by **Us** under this **Section** for the purpose of investigating or verifying any claim hereunder, may be produced and certified by **Your** auditors or professional accountants, and their certificate will be prima facie evidence (meaning sufficient to establish a fact or raise a presumption unless disproved or rebutted) of the particulars and details to which it relates.

4. ACCUMULATED STOCKS CLAUSE

In adjusting any loss, consideration will be given and a reasonable allowance made if any reduction in **Turnover** or **Revenue** due to **Damage** can be postponed by reason of the **Turnover** or **Revenue** being temporarily maintained from accumulated stocks.

5. DEPARTMENT 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, will apply separately to each department or branch affected by the **Damage**, except that if the **Sum Insured** by the relative item is less than the aggregate of the (annual **Gross Rentals**) (annual **Revenue**) (sums produced by applying the **Rate of Gross Profit**) for each department or branch, whether or not affected by the **Damage**, (to the relative annual **Turnover** thereof) (proportionately increased if the number of months referred to in the definition of **Indemnity Period** exceeds 12 (twelve), the amount payable will be proportionately reduced.

6. DEPOSIT PREMIUM
(if stated to be included)

5.1. The premium payable in respect of Items 1 (**Gross Profit**), 2 (**Gross Rentals**) or 3 (**Revenue**) is calculated as a rate on the estimated annual **Turnover** of the **Business** (as noted in the **Schedule**).

5.2. Should the annual **Turnover** of the **Business** at the end of the **Annual Period** be less than 75% or greater than 125% of the **Turnover** figure as stated in the **Schedule**, a pro rata return or additional premium not exceeding 25% of the original premium paid for such **Annual Period** will be made in respect of the difference.

5.3. In the event of a claim being made under this **Section**, the amount paid or payable thereon will be regarded as actually earned.

6. OUTPUT (ALTERNATIVE BASIS) CLAUSE

At **Your** option, the term **Output** may be substituted for the term **Turnover** and, for the purposes of this **Section**, **Output** will mean the sale or transfer value, as shown in **Your** books, of goods manufactured or processed by **You** at the premises, provided that:

6.1. only the meaning of **Output** or the meaning of **Turnover** will be operative in connection with any one event resulting in interruption,

6.2. if the meaning of **Output** be used:

6.2.1. the accumulated stocks clause will be inoperative,

6.2.2. the Memorandum at the end of the Cover Provided will read:

"If, during the **Indemnity Period**, goods will be manufactured or processed other than at the premises for the benefit of the **Business** either by **You** or by others on **Your** behalf, the sale or transfer of such goods will be brought into account in arriving at the output during the **Indemnity Period**.

7. SALVAGE SALE CLAUSE

Should **You** hold a salvage sale during the **Indemnity Period**, clause (1.1.) of Items 1A and 1B (**Gross Profit**) will, for the purposes of such claim, read as follows:

7.1. in respect of reduction in **Turnover** the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** (less the **Turnover** for the period of the salvage sale) will, in consequence of the **Damage**, fall short of the **Standard Turnover**, from which sum will be deducted the **Gross Profit** actually earned during the period of the salvage sale.

EXTENSIONS: OTHER PREMISES

We will indemnify **You** for loss as insured by this **Section** following the interruption of or interference with **Your Business** in consequence of **Material Damage** at the undernoted situations or to property as undernoted, which will be deemed to be loss resulting from **Damage** to property used by **You** at the insured premises.

1. STORAGE, TRANSIT AND VEHICLE EXTENSION

Material Damage caused to **Your** property whilst:

1.1. stored, or

1.2. whilst in transit by air, road, rail or inland waterway, or

1.3. being **Your** motor vehicles,

elsewhere than at **Your Business** premises.

Subject to the geographical limits of the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Malawi, Mozambique and Zambia.

2. CONTRACT SITES EXTENSION

Any situation not forming part of **Your Business** and where **You** are carrying out a contract. Subject to the geographical limits of the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Malawi, Mozambique and Zambia.

3. PREVENTION OF ACCESS EXTENSION

Material Damage to property within a 10 km radius of **Your** premises, destruction or damage of which, will prevent or hinder the use of **Your** premises or access thereto, whether **Your** premises or property is damaged or not.

This extension is limited to the Business Interruption **Sum Insured** under **Items 1 (Gross Profit), 2 (Gross Rentals)** or **3 (Revenue)**.

Further subject to the geographical limits of the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Malawi, Mozambique and Zambia.

4. PREVENTION OF ACCESS – EXTENDED COVER EXTENSION

Material Damage to property within a 10 km radius of **Your** Contract Sites, Specified Suppliers / Sub-Contractors, Unspecified Suppliers and Customers, destruction or damage of which, will prevent or hinder the use of **Your** premises or access thereto, whether **Your** premises or property is damaged or not.

Provided that cover will only respond to those Contract Sites, Specified Suppliers / Sub-Contractors, Unspecified Suppliers and Customers as noted to be included in the **Schedule**.

Cover is limited to the amounts / percentages stated in the **Schedule**.

Further subject to the geographical limits of the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Malawi, Mozambique and Zambia.

5. ADDITIONAL PREMISES EXTENSION

In the event that **You** occupy or have property at any newly added premises for the purpose of the **Business** during the currency of this **Section** such newly added premises will be deemed to be included in those specified here subject to notification to **Us** as soon as reasonably practicable and to adjustment of the premium if necessary.

Subject to the geographical limits of the Republic of South Africa.

6. PUBLIC UTILITIES – EXTENDED COVER EXTENSION

Loss as insured resulting from interruption of or interference with **Your Business** in consequence of total or partial failure of the public supply of water, gas or electricity to **Your** premises by **Material Damage**, provided that this **Section** does not cover loss or damage directly or indirectly caused by:

6.1. drought,

6.2. pollution of water,

6.3. shortage of fuel or water,

6.4. a fault on any part of the installation belonging to the premises,

6.5. the exercise of an authority empowered by law to supply water, gas or electricity of its power to withhold or restrict supply or **Grid Failure** (refer to the General Exclusion headed **Grid Failure** Exclusion 01/04/2023).

There will be no indemnity under this Extension for interruption of or interference with the **Business** unless such interruption or interference extends beyond 24 hours from commencement thereof.

Cover is limited to the amounts / percentages stated in the **Schedule**.

Further subject to the geographical limits of the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Malawi, Mozambique and Zambia.

OPTIONAL EXTENSIONS: TO OTHER PREMISES

We will indemnify **You** for loss as insured by this **Section** following the interruption of or interference with **Your Business** in consequence of **Material Damage** at the undernoted situations or to property as undernoted, which will be deemed to be loss resulting from **Damage** to property used by **You** at the premises:

1. SPECIFIED SUPPLIERS / SUB-CONTRACTORS EXTENSION
(if stated to be included)

Material Damage at / to the premises of Suppliers / Sub-Contractors (worldwide) specified in the **Schedule**, but not exceeding the amount stated in the **Schedule** or 75% of the Business Interruption sum insured whichever is the lesser amount.

Cover provided is limited to the percentage dependency of such Specified Suppliers / Sub-Contractors.

2. UNSPECIFIED SUPPLIERS EXTENSION
(if stated to be included)

Material Damage at / to the premises of any of **Your** suppliers, manufacturers, processors of components or goods or materials. But excluding the premises of any public supply undertaking from which **You** obtain electricity, gas or water.

Cover provided is limited to the percentage dependency not exceeding the amount stated in the **Schedule** or 10% of the Business Interruption **Sum Insured** whichever is the lesser amount.

Further subject to the geographical limits of the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Malawi, Mozambique and Zambia.

3. CUSTOMERS EXTENSION
(if stated to be included)

Material Damage at / to the premises of **Your** customers specified in the **Schedule**.

This extension is limited to the percentage dependency on Customers stated in the **Schedule** up to a maximum of 75% of the Business Interruption **Sum Insured** whichever is the lesser amount.

Further subject to the geographical limits of the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Malawi, Mozambique and Zambia.

4. PUBLIC UTILITIES – INSURED PERILS ONLY
(if stated to be included)

Material Damage at / to property at:

4.1 electricity generating stations, sub-stations or transmission networks,

4.2 gasworks; inclusive of

4.3 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 **Your** premises.

Provided that **Grid Failure** (refer to the General Exclusion headed Grid Failure Exclusion 01/04/2023) is specifically excluded.

This Extension is limited to the Business Interruption **Sum Insured** stated in the **Schedule**.

Further subject to the geographical limits of the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Malawi, Mozambique and Zambia.

5. ADDITIONAL PUBLIC UTILITIES – EXTENDED COVER EXTENSION
(if stated to be included)
(Refer to the EXTENSION headed PUBLIC UTILITIES – EXTENDED COVER above)

Loss as insured resulting from interruption of or interference with **Your Business** in consequence of total or partial failure of the public supply of water, gas or electricity to **Your** premises by **Material Damage**, provided that this **Section** does not cover loss or damage directly or indirectly caused by:

5.1 drought,

5.2 pollution of water,

5.3 shortage of fuel or water,

5.4 a fault on any part of the installation belonging to the premises,

5.5 the exercise of an authority empowered by law to supply water, gas or electricity of its power to withhold or restrict supply or Grid Failure (refer to the General Exclusion headed Grid Failure Exclusion 01/04/2023).

There will be no indemnity under this Extension for interruption of or interference with the **Business** unless such interruption or interference extends beyond 24 hours from commencement thereof.

Cover provided must not exceed the amount stated in the **Schedule** (up to the Business Interruption **Sum Insured**) or R50 000 000 whichever the lesser amount.

Further subject to the geographical limits of the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Malawi, Mozambique and Zambia.

6. PUBLIC TELECOMMUNICATIONS EXTENSION – INSURED PERILS ONLY
(if stated to be included)

6.1 **Material Damage** at / to property at the premises of any public authority which is empowered by law to supply a telecommunications facility to **You**,

6.2 The transmission facilities network of the public authority mentioned in (6.1.).

Provided that **Grid Failure** (refer to the General Exclusion headed Grid Failure Exclusion 01/04/2023) is specifically excluded.

Cover provided is limited to the Business Interruption **Sum Insured** stated in the **Schedule**.

Further subject to the geographical limits of the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Malawi, Mozambique and Zambia.

7. PUBLIC TELECOMMUNICATIONS EXTENSION – EXTENDED COVER
(if stated to be included)

Loss as insured resulting from interruption of or interference with **Your Business** in consequence of total or partial failure of the public supply of water, gas or electricity to **Your** premises by **Material Damage**, provided that this **Section** does not cover loss or damage directly or indirectly caused by:

7.1 drought,

7.2 a fault on any part of the premises belonging to **You**,

7.3 a decision by any authority to legally withhold the telecommunication facility from **You** or Grid Failure (refer to the General Exclusion headed Grid Failure Exclusion 01/04/2023).

There will be no indemnity under this Extension for interruption of or interference with the **Business** unless such interruption or interference extends beyond 24 hours from commencement thereof.

Cover provided must not exceed the amount stated in the **Schedule** (up to the Business Interruption Sum Insured) or R50 000 000 whichever the lesser amount.

Further subject to the geographical limits of the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Malawi, Mozambique and Zambia.

8. ACCIDENTAL DAMAGE EXTENSION
(if stated to be included)
(SECTION 13: ACCIDENTAL DAMAGE must be operative)
The below cover is added:

We will indemnify **You** for loss following the interruption of, or interference with **Your Business** in consequence of damage occurring during the **Period of Insurance** at the **Premises** described in the **Schedule** in respect of which payment has been made or liability admitted under the cover provided Event 1 of **Section** 13: Accidental Damage of this **Policy** (which will be deemed to be loss resulting from **Damage**) provided that 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 peril. **We** will not pay more than the **Sum Insured** stated in the **Schedule** of **Section** 13: Accidental Damage for both this **Section** and **Section** 13: Accidental Damage combined.

9. THEFT EXTENSION
(if stated to be included)
(SECTION 6: THEFT must be operative)
The below cover is added:

We will indemnify **You** for loss following the interruption of, or interference with **Your Business** in consequence of damage occurring during the **Period of Insurance** at the premises described in the **Schedule** in respect of which payment has been made or liability admitted under the cover provided of **Section** 6: Theft of this **Policy** (which will be deemed to be loss resulting from **Damage**) provided that **We** will not pay more than the **Sum Insured** stated in the **Schedule** or R5 000 000 whichever is the lesser for both this **Section** and **Section** 6: Theft combined. For the purpose here, the extension relating to Motor Vehicles if selected is excluded from the cover provided by this **Additional Optional Extension.**

SECTION 5: ACCOUNTS RECEIVABLE

DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1. **Accident / Accidental** : means a fortuitous and unexpected event occurring at an identifiable place and time.

2. **Outstanding Debit Balances** means the total declared in the statement last given by **You** as provided for under the Declarations Clause adjusted for,

2.1. bad debts,

2.2. amounts debited (or invoiced but not debited) and credited (inclusive of credit notes and cash not passed through the books at the time of **Material Damage**) to customers' accounts in the period between the date to which said last statement relates and the date of the **Material Damage**, and

2.3. any abnormal condition of trade which had or could have had a material effect on the **Business**, so that the figures thus adjusted will represent as nearly as reasonably practicable those which would have been obtained at the date of **Material Damage** had such **Material Damage** not occurred.

3. **Material Damage** means fire, lightning, explosion, storm, wind, water, hail, snow, impact, earthquake or any other natural catastrophe.

COVER PROVIDED

We will indemnify **You** for **Accidental**, sudden and unforeseen physical loss / damage as a result of **Material Damage** to **Your** 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 of **Your** accountants, in consequence whereof, **You** are unable to trace or establish the **Outstanding Debit Balances** in whole or part due to **You**,

Provided that **Our** liability will 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 will 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 that **You** notify **Us** in writing of such removal within 31 days thereafter.

We will also pay all reasonable collection costs and expenses incurred by **You** that are in excess of normal collection costs and expenses made necessary because of such **Material Damage**.

SPECIFIC CONDITION.

1. The insurance under this **Section** is limited to the loss sustained by **You** in respect of:

1.1. **Outstanding Debit Balances** directly due to the **Damage**, and the amount payable will not exceed the difference between the **Outstanding Debit Balances** and the total of the amounts received or traced in respect thereof,

plus

1.2. the additional expenditure incurred in tracing and establishing customers' debit balances after the **Damage** provided that, if the **Sum Insured** under this item is less than the **Outstanding Debit Balances**, the amount payable will be proportionately reduced.

CLAUSES AND EXTENSIONS

1. DECLARATIONS CLAUSE

You need to, within 60 days of the end of each month or other agreed period, deposit with **Us** a signed statement showing the total amount outstanding in customers' accounts as set out in **Your** accounts as at the end of the said month.

2. ACCOUNTANTS CLAUSE

Any particulars or details contained in **Your** books of account or other **Business** books or documents which may be required by **Us** under this **Section** for the purpose of investigating or verifying any claim hereunder, may be produced and certified by **Your** auditors or professional accountants, and their certificate will be Prima Facie Evidence (meaning sufficient to establish a fact or raise a presumption unless disproved or rebutted) of the particulars and details to which it relates.

OPTIONAL EXTENSIONS

1. TRANSIT EXTENSION
(if stated to be included)

The insurance under this **Section** will extend to cover **Material Damage** to **Your** books of account or other **Business** books or records whilst in transit to or from the premises or residence of any of **Your** directors, partners, employees, or accountants.

2. ADJUSTMENT EXTENSION
(if stated to be included)

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:

2.1 on the expiry of each **Annual Period** , the actual premium will be calculated at the rate percentage per annum on the average amount insured, for example: the total of the sums declared divided by the number of declarations.

2.2 if the actual premium is greater than the provisional premium, **You** will pay the difference. If it is less, the difference will be repaid to **You**, but such repayment will not exceed 33.3% of the provisional premium paid.

2.3 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, then **You** will be deemed to have declared such **Sum Insured**.

WARRANTIES

1. DUPLICATE RECORDS WARRANTY

You hereby warrant that **You** will maintain a duplicate, whether digital /electronic or hard copy, of **Your** books of account or other **Business** books or records containing details of **Outstanding Debit Balances** and those duplicated are stored at different premises from the originals.

We will not be held liable for any claims arising out of **Your** failure to comply with this **Duplicate Record Warranty.**

2. PROTECTION WARRANTY

You hereby warrant that **Your** books of account or other **Business** books or records containing details of **Outstanding Debit Balances** will be kept in a fire-resistant safe cabinet or strong room outside normal **Business** hours unless they are being worked on or required for immediate reference.

We will not be held liable for any claims arising out of **Your** failure to comply with this **Protection Warranty**.

SPECIFIC EXCLUSIONS

We will not pay for events due to:

1. any loss or damage to the books of account or other **Business** books or records related to or caused by any of the perils / risks / circumstances listed under the General Exclusions of this **Policy**.

2. any loss caused by fraud or dishonesty of any of **Your** principals, directors, partners or employees.

SECTION 6: THEFT

DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1.	**Accident / Accidental** :	means a fortuitous and unexpected event occurring at an identifiable place and time.
2.	**All Contents:**	means **Your** tangible property or property for which **You** are responsible, inclusive of **Your** personal effects, tools and bicycles or that of any of **Your** principals, partners, directors or employees in so far as such property is not otherwise insured up to the maximum amount stated in the **Schedule** / **Annexure / Addendum** in the case of any one person.
3.	**Accessory:**	means a thing which can be added to something else in order to make it more useful, versatile or attractive.
4.	**Component Part:**	means a part or element of a vehicle which does not comprise of the engine, frame, chassis and transmission. For the purpose of this definition the term **Component Part** will be inclusive of but not limited to tyres (or accessories thereon), battery, side mirrors, wiper blades, grills, bumper (front and rear inclusive of accessories thereon), registration plate or holder and lights.
5.	**Insured Vehicle:**	means any motor vehicle or trailer being **Your** stock listed property and identifiable as insured under **Section** 1: Fire and Allied Perils or **Section** 22: Motor Traders Internal of this **Policy** and / or a motor vehicle or trailer in **Your** custody and / or control at the time of an event out of which any claim arises in terms of this **Section** (hereinafter referred to as "**Motor Vehicle**"). For the purpose of this definition, the term Insured Vehicle excludes any Plant items as well as vehicles that are **Your** property and hired or sold under a hire purchase or suspensive sale or other deferred ownership agreement.
6.	**Spare Part:**	means a duplicate part to replace a lost or damaged part.

COVER PROVIDED

We will indemnify **You** for **Accidental**, sudden and unforeseen physical loss / damage to **All Contents** out of any insured building at the insured premises described in the **Schedule** and / or any **Insured Vehicle** 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.

SPECIFIC CONDITIONS

1. NATURE OF RISK

This **Section** will be voidable if the nature of the risk is materially altered without **Our** prior written consent.

2. AVERAGE (UNDER INSURANCE): FULL VALUE BASIS

When cover is granted on a Full Value Basis (as specified in the **Schedule**), and on the occurrence of an insured event, the value of the **Insured Property** is greater than the **Sum Insured** thereon then **You** will be considered **Your** own insurer for the difference and will bear a rateable proportion of the loss accordingly. Each item, if more than one, will be separately subject to this Specific Condition.

CLAUSES AND EXTENSIONS

1. LIMITATIONS CLAUSE

Our 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.

2. CONCEALMENT EXTENSION

The insurance under this **Section** extends to cover loss of or damage to the property insured caused or accompanied by a thief or thieves being concealed upon **Your** premises before close of **Business.**

3. SKELETON KEYS EXTENSION

The insurance under this **Section** extends to cover loss of or damage to the property insured caused or accompanied by 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 **You** will establish to **Our** satisfaction that such a skeleton key or device was used.

4. ADDITIONAL PREMISES EXTENSION

The insurance under this **Section** extends to cover loss of or damage to the property insured whilst in a building at any additional premises used by **You** provided that:

4.1. such additional premises are advised to **Us** within 30 days from the time the risk attaches to **Us**,

4.2. an additional premium is paid (if any),

4.3. **Our** liability in respect of this Extension will not exceed 50% of the highest amount stated in the **Schedule** applicable to any one premises.

5. SECURITY GUARDS AND SERVICES

The insurance under this **Section** is extended to be inclusive of the cost of hiring security guards and / or security services to protect the property insured consequent upon the security of the insured property being breached .

This Extension is limited to the maximum number of days allowed and the amount per day as shown in the **Schedule / Annexure**.

6. MALICIOUS DAMAGE EXTENSION

In addition to the limit of indemnity stated in the **Schedule** the insurance under this **Section** is inclusive of malicious damage to moveable or immovable property, which is damaged as a direct result of theft.

7. DAMAGE TO BUILDINGS EXTENSION

In addition to the limit of indemnity stated in the **Schedule** the insurance under this **Section** is inclusive of damage to the buildings (inclusive of landlord' s fixtures and fittings) at the insured premises in the course of theft or any attempt thereat 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.

8. TEMPORARY REPAIRS AND MEASURES EXTENSION

We will reimburse **You** 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 **Our** liability will not exceed the amount stated in the **Schedule / Annexure** in respect of any one event.

9. LOCKS AND KEYS EXTENSION

We will indemnify **You** in respect of the cost of replacing locks, keys and remote controls to any insured premises following upon the disappearance of any key or remote control to such premises or following upon **You** having reason to believe that any unauthorised person may be in possession of a duplicate of such key provided that **Our** liability will not exceed the amount stated in the **Schedule / Annexure** in respect of any one event and **We** will not be liable for the first amount payable noted in the **Schedule / Annexure** for each and every event.

OPTIONAL EXTENSIONS

1. MOTOR VEHICLES EXTENSION

If cover has been elected and stated to be included in the **Schedule** at an additional premium then **We** will indemnify **You** in respect of the Cover Provided in respect of **Insured Vehicles** hereby.

We will not be liable for theft of **Spare Parts** and / or **Accessories** and / or **Component Parts** from **Insured Vehicles** unless the entire **Insured Vehicle** is stolen, and such **Insured Vehicle** is stated to be included in the **Schedule.**

Keys and / or key remotes / cards of **Motor Vehicles** are to be locked in a SABS approved safe or strong room during the non-trading hours / periods of **Your Business**.

SPECIFIC EXCLUSIONS

We will not be liable for:

1. any loss or damage which can be insured under a Fire insurance policy, except in the case of explosion caused in an attempt to effect entry,

2. any loss or damage insurable under a Glass insurance policy,

3. any property more specifically insured under any other **Section** of this **Policy** in any form or, unless specified in the **Schedule**,

4. any loss or damage to cash, bank and currency notes, cheques, postal orders, money orders, current negotiable stamps and documents or certificates of a negotiable nature,

5. any loss or damage in which any principal, partner, director or any member of **Your** household or any of **Your** employees is concerned as solely responsible, accomplice or accessory.

6. any fraudulent scheme, trick, device or false pretence practised on **You** (or any person having custody of **Your** property) or fraud or the dishonesty of any of **Your** employees, principals or agents.

7. any loss or damage directly or indirectly occasioned by or through or in consequence of any peril / event or circumstance referred to in the General Exclusions of this **Policy.**

WARRANTY

LINKED BURGLAR ALARM WARRANTY
(if stated to be applicable in the Schedule)

1. Regardless of anything contained to the contrary, in the **Policy** or any endorsement thereto, it is noted and agreed that **You** will only be indemnified for theft and burglary if the insured premises or **Insured Property** is protected by a Linked Burglar Alarm System, subject to the following conditions:

1.1. the Linked Burglar Alarm System must be made fully operative at all times when:

1.1.3 the **Premises** constituting the insured premises are **Unattended**,
1.1.4 the **Premises** where the **Insured Property** is kept are **Unattended.**

1.2. the Linked Burglar Alarm System must protect all access points such as doors and windows by means of magnetic contact points / switches or motion detectors and that none of the motion detectors of the required Linked Burglar Alarm System are obstructed or bypassed,

1.3. the contract agreement between **Yourself** and the alarm company / supplier must be inclusive of a 24-hour monitored armed response service,

1.4. the Linked Burglar Alarm System must be maintained in a fully operational condition at all times under the obligations of contract with the alarm company / supplier and the responsibility will rest upon **You** to ensure that the Linked Burglar Alarm System is operational and maintained at all times,

1.5. in the event of a claim, **We** hold the right to request from **You** or the alarm company / supplier confirmation of installation, maintenance, activation records and incident reports,

1.6. this **Policy** will not cover loss of or damage following : -

1.6.1. the use of the arming / disarming code of the alarm panel or remote-control unit of the linked burglar alarm system, or

1.6.2. any duplicate thereof belonging to **You** unless such code or remote control has been obtained by any means of violence.

1.7. **You** will ensure that all **Insured Property** remains protected during all periods of **Loadshedding,** inclusive of but not limited to ensuring that there is a battery backup connected to any Linked Burglar Alarm System required by **Us** to ensure that the **Premises** and **Insured Property** remains protected even when **Loadshedding** takes place.

1.8. It is an ongoing requirement that **You** must ensure that such battery backup is fully charged, maintained and regularly tested to operate optimally during periods of **Loadshedding**.

If **We** allege that, by any reason, the Linked Burglar Alarm System was not fully operational or not activated when the **Premises** were **Unattended** or that **You** have not complied with any of the requirements of this Linked Burglar Alarm Warranty as set out above**,** the burden of proving the contrary will rest on **You.**

The presence of contractors, security guards, employees, or any persons staying in separate buildings or other structures on the property does not satisfy the requirement for continuous physical presence and will not override the provisions contained in this Linked Burglar Alarm Warranty.

For the purpose of this Linked Burglar Alarm Warranty the terms **Unattended** and **Premises** shall bear the following meaning:

Unattended means that neither **Yourself** nor any person authorised by **You** is continuously and physically present at the **Premises**.

Premises means each building or structure or individual sections of a building or structure, which is subject to separate alarm systems or activation zones.

The term **Unattended** will not apply to **Premises** which are within 5m proximity from the main building or structure and **You** can prove to **Our** satisfaction that continuous and physical presence was observed.

SECTION 7: MONEY

DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1. Accident / Accidental: means a fortuitous and unexpected event occurring at an identifiable place and time.

2. Bodily Injury: means traumatic physical injury caused by **Accidental**, violent external and visible means as a result of theft, or any attempt thereat.

3. Clothing: means clothing and personal effects not otherwise insured belonging to **You** or to any of **Your** principals, partners, directors or employees.

4. Collectors and Roundsmen: means a person authorised by **You** to collect payment, funds or money in connection with the **Business** as described in the **Schedule**. Provided that **You** have vetted such authorised person and keep record thereof.

5. Emergency Benefit: means costs and / or expenses incurred due to accident and / or unforeseen circumstances not otherwise excluded.

The **Emergency Benefit** does not fall within the ambit of a medical scheme, nor is the cover the same as that of a medical scheme. At no stage will the cover substitute or assume to substitute medical aid membership.

Further noted that where **We** agree to pay such costs, that these will not be a **Lump Sum** payment and any benefit hereunder will only be paid once **We** have received satisfactory evidence to support any claim made under this benefit.

6. Lump Sum: means the single once off payment of a sum of money which is paid as a benefit that has not resulted in a **Loss of Income** and which cannot be quantified by evidence of the **Loss of Income** suffered.

7. Loss of Income: means that an actual financial loss has been suffered through payment of expenses / costs which have been borne in terms of the **Emergency Benefit** insured hereby and which can be evidenced by receipt validating such payment in conjunction with an official documented invoice / statement for such costs / charges incurred.

8. Major Money Limit: means:

8.1. cash, bank and currency notes but does not include anything which is not recognised as regulated currency nor does this extend to any form of cryptocurrency,

8.2. other instruments of a negotiable / monetary nature, **Your** property or property for which **You** are responsible but excluding recharge vouchers such as, however not limited to, cellular phone pre-paid airtime and electricity vouchers.

This limit is an amount elected for by **You** and a premium charged and paid for. This amount is independent from any **Minor Money Limit** provided for by this **Section**.

9. Minor Money Limit means specific restricted money limits stated in the **Schedule/ Annexure** in relation to **Money** which is not contained in a locked safe or strong room.

10. Money: means **Money** provided for in terms of the **Major Money Limit** and **Minor Money Limit** insured in terms of this **Section**.

11.	**Receptacle:**	means any safe, strong room, strongbox, till, cash register, cash box or other secured **Receptacle** for **Money** or any franking machine.
12.	**Such Person**	means a natural person being **Yourself** or any of **Your** principals, partners, directors or employees.

COVER PROVIDED

We will indemnify **You** for **Accidental**, sudden, and unforeseen physical loss / damage to **Money** occurring in the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Malawi, Mozambique and Zambia, except if otherwise specified.

Provided that **Our** indemnity for all loss or damage arising from all occurrences of a series consequent upon or attributable to one source or original cause will not exceed the specific limitations or amounts stated in the **Schedule**.

SPECIFIC LIMITATIONS - MINOR MONEY LIMITS

We will indemnify **You** up to the specific **Minor Money Limits** as stated in the **Schedule**.

SPECIFIC CONDITIONS – MAJOR MONEY LIMITS

1. SAFE / STRONG ROOM GRADING

It is a condition of cover afforded under this **Section** that **Money** relating to **Major Money Limits** contained in a locked safe or strong room, whilst on **Your** premises and outside the hours during which **Your** commercial operations are conducted, are safeguarded in a safe and /or strong room that complies with the standards and / or grading as stated in the **Schedule / Annexure / Addendum**.

2. SAFE / STRONG ROOM KEYS

Losses arising from the use of keys to any safe or strong room is limited to the amount stated in the **Schedule** unless the keys are obtained by violence or threats of violence to any person, or are used by the key holder or some other person with the collusion of the key holder and **You** can prove to **Our** satisfaction that the key holder or such other person had used the keys to open the safe or strong room without **Your** knowledge.

If **We** allege that such loss is not covered due to (2.1.1.) and (2.1.2.) above the onus rests on **You** to prove to the contrary.

3. UNLOCKED SAFE / STRONG ROOM

Losses arising from an unlocked safe or strong room whilst the portion of the premises containing such safe or strong room is unattended is limited to the amount stated in the **Schedule** (refer to **Minor Money Limits**) unless, it can be shown to **Our** satisfaction that the key holder to the safe or strong room deliberately left it unlocked with the intention of allowing the **Money** to be stolen.

4. NOT CONTAINED IN LOCKED SAFE / STRONG ROOM

Losses arising from **Money** not contained in a locked safe or strong room whilst the portion of the premises containing such **Money** is unattended is limited to the amount stated in the **Schedule** (refer to **Minor Money Limits**) unless it can be shown to **Our** satisfaction that the person responsible for the **Money** deliberately left it outside the safe or strong room with the intention of allowing it to be stolen.

5. CONTAINED IN A VEHICLE

Losses arising to **Money** while contained in any vehicle being used by **You**, **Your** business principals, partners, directors or employees is limited to the amount stated in the **Schedule** (refer to **Minor Money Limits**) unless, **Your** business principals, partners, directors or employees are actually in such vehicle or, if not in such vehicle, such person is within a position from which the entire vehicle is clearly visible at all times. This limitation will not apply following an accident involving such vehicle rendering the said person incapacitated.

CLAUSES AND EXTENSIONS

1. FRAUD AND DISHONESTY EXTENSION

Loss of or damage to **Money** as insured under this **Section** arising from dishonesty of any of **Your** principals, partners, directors or person in **Your** employ (**Such Person**) is covered only if discovered within 14 working days of the occurrence thereof and is subject to the following compulsory First Amount Payable Clause:

1.1. The amount payable hereunder in respect of an event involving any **Such Person** or any number of **Such Persons** acting in collusion, will be reduced by the first amount payable stated in the **Schedule / Annexure / Addendum**.

2. RECEPTACLES AND CLOTHING EXTENSION

In addition to any payment in respect of the cover provided **We** will indemnify **You** in respect of **Receptacles** and **Clothing** lost or damaged as a result of theft of **Money** or attempted theft of **Money**, provided that **Our** liability under this Extension in respect of **Receptacles** and/or **Clothing** will not exceed the amount stated in the **Schedule / Annexure / Addendum**.

3. LOCKS AND KEYS EXTENSION

In addition to any payment in respect of the cover provided **We** will indemnify **You** in respect of the cost of replacing locks and keys to any **Receptacle** at the insured premises following upon the loss, damage or disappearance of any key to such **Receptacle** or following **Your** reason to believe that any unauthorised person may be in possession of a duplicate of such key provided that **Our** liability will not exceed the amount stated on the **Schedule / Annexure / Addendum** in respect of any one event and **We** will not be liable for the first amount payable noted in the **Schedule / Annexure / Addendum** of each and every event.

4. SKELETON KEYS EXTENSION

The insurance under this **Section** extends to cover loss of or damage to the property insured by this **Section** caused or accompanied by entry to **Receptacles** by use of a skeleton key or other similar device (excluding a duplicate key), provided that **You** will establish to **Our** satisfaction that a skeleton key or device was used.

5. SEASONAL INCREASE EXTENSION

The cover afforded under this **Section** will allow for the automatic increase of the **Major Money Limit** as stated in the **Schedule**, by the percentage stated in the **Schedule**, for the period starting on the 1st of December and ending on the 31st of December of the same year. Unless a different period is noted and cover accepted under the **Optional Extensions** of this **Section**.

6. PERSONAL ACCIDENT (ASSAULT) EXTENSION

The term "cover provided" by this **Section** will be deemed to be inclusive of **Bodily Injury**, to **Such Person** while **Such Person** is acting in the course of their duties in **Your** employ. **We** will pay to **You**, on behalf of **Such Person** or their estate, the sum or sums stated in the **Schedule / Annexure / Addendum** in the event of **Bodily Injury** to **Such Person** resulting within 24 calendar months in respect of:

6.1. death **(The capital sum of R10, 000 only)**
6.2. permanent disability **(percentage of the capital sum per the scale of benefits below)**

Permanent and total loss of:	
6.2.1. Wrist, ankle or limb: Separation at or above the wrist or ankle of one or more limbs.	100%
6.2.2. permanent and total loss of	
- whole eye	100%
- sight of eye	100%
- sight of eye except perception of light	75%

6.2.3.	permanent and total loss of hearing	
-	both ears	100%
-	one ear	25%
6.2.4.	permanent and total loss of speech	100%
6.2.5.	loss of four fingers	70%
6.2.6.	loss of thumb	
-	both phalanges	25%
-	one phalanx	10%
6.2.7.	loss of index finger	
-	three phalanges	10%
-	two phalanges	8%
-	one phalanx	4%
6.2.8.	loss of middle finger	
-	three phalanges	6%
-	two phalanges	4%
-	one phalanx	2%
6.2.9.	loss of ring finger	
-	three phalanges	5%
-	two phalanges	4%
-	one phalanx	2%
6.2.10.	loss of little finger	
-	three phalanges	4%
-	two phalanges	3%
-	one phalanx	2%
6.2.11.	loss of metacarpals	
-	first or second (additional)	3%
-	third, fourth or fifth (additional)	2%
6.2.12.	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%

6.3. In the case of total and absolute incapacity from following usual **Business** or occupation the weekly sum of R100 per week for a maximum of 52 weeks will be payable,

6.4. An **Emergency Benefit** up to a maximum of R1, 000 will be payable in accordance with the cover provided once **We** have received satisfactory evidence to support any claim being made, failing which **You** will forfeit **Your** right to claim under this benefit.

MEMORANDA (APPLICABLE TO PERMANENT DISABLEMENT BENEFITS)

1. Where the **Bodily Injury** is not specified, then **We** will pay such sum as in **Our** opinion is consistent with the above provisions.

2. Permanent total loss of use of part of the body will be considered as loss of such part.

3. 100% will 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:

3.1. **We** will not be liable to pay in respect of any one **Such Person** more than the capital sum plus the sums specified under items (6.3.) and (6.4.) above,

3.2. the sum specified under item (6.3.) will be payable only for the duration of the incapacity of **Such Person** and will not be payable for more than 53 weeks and such payment will cease as soon as the **Bodily Injury** causing the incapacity has healed as far as is reasonably possible regardless of **Permanent Disability** remaining,

3.3. compensation payable under item (6.4.) will 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 (6.4.),

3.4. after suffering **Bodily Injury** for which benefit may be payable under this Extension, **Such Person** will submit to medical examination and undergo any treatment specified. **We** will not be liable to make any payment unless this proviso is complied with to **Our** satisfaction,

3.5. General Exclusion headed Nuclear and Institute Radioactive Contamination Exclusion, General Conditions headed Other / Dual Insurance and Reinstatement of Cover After a Loss do not apply to this Extension,

3.6. in respect of this Extension only General Exclusion headed: War, Riot and Terrorism Exclusion is amended:

"This Extension does not cover any claim, cost, **Bodily Injury**, or liability directly or indirectly caused by, happening through or occasioned by, in connection with or in consequence of :"

Clauses (1.1.1) to (1.1.8), (1.2.) and (1.3.) remain unaltered.

EXTENSION TO THE PERSONAL ACCIDENT (ASSAULT) EXTENSION

1. **Bodily injury** will be deemed to be inclusive of 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 thereat.

1.1. In the event of disappearance of any **Such Person** in circumstances which satisfy **Us** that **Such Person** has sustained **Bodily Injury** to which this Extension applies and that such **Bodily Injury** has resulted in the death of **Such Person**, then **We** will, for the purpose of the insurance afforded by this Extension presume their death, provided that if after **We** have made payment in respect of **Such Person's** alleged death and they are found to be alive, such payment made by **Us** will be refunded immediately by **You**.

OPTIONAL EXTENSIONS

1. **ADDITIONAL RECEPTACLES AND CLOTHING EXTENSION**
(if stated to be included)

In consideration of the payment of an additional premium, it is hereby noted and agreed that **We** will indemnify **You** in respect of **Receptacles** and **Clothing** lost or damaged as a result of theft of **Money** or attempted theft of **Money**, provided that **Our** liability under this **Optional Extension** in respect of **Receptacles** and/or **Clothing** will not exceed the amount stated in the **Schedule**.

2. **ADDITIONAL LOCKS AND KEYS**
(if stated to be included)

In consideration of the payment of an additional premium, it is hereby noted and agreed that **We** will indemnify **You** in respect of the cost of replacing locks and keys to any receptacle at the insured premises following upon the loss, damage or disappearance of any key to such receptacle or following **Your** reason to believe that any unauthorised person may be in possession of a duplicate of such key provided that the additional amount is noted in the **Schedule** at an additional premium and provided that **We** will not be liable for the first amount payable stated in the **Schedule / Annexure / Addendum** for each and every event.

3. **ADDITIONAL SEASONAL INCREASE**
(if stated to be included)

In consideration of the payment of an additional premium, it is hereby noted and agreed that **We** will indemnify **You** during the period noted in the **Schedule**.

WARRANTY

1. **TRANSIT & COLLECTORS**

You hereby warrant that **Money** in excess of the amount stated in the **Schedule / Annexure** against the term headed Transit will be carried by a Professional Security Company specialising in the conveyance of **Money** and other valuables. In the event of a loss where a security firm has not been employed to convey **Money Our** liability will be limited to the maximum amount listed against this term.

It is further warranted, that in the event that **You** transport **Money** and the limit is in excess of the amount stated in the **Schedule / Annexure** against the term headed Transit, that Transit between **Your** insured premises as stated in the **Schedule** and **Your** bank will be uninterrupted and direct.

SPECIFIC EXCLUSIONS

1. **We** will not be liable for loss of or damage to **Money**:

1.1. arising from the dishonesty of any of **Your** principals, partners, directors or person or persons in **Your** employ if not discovered within 14 working days of the occurrence thereof,

1.2. arising from shortage due to error or omission,

1.3. relating to cheques, postal orders, money orders, current negotiable postage, revenue and holiday stamps, credit card vouchers and documents, certificates.

2. **We** will not be liable under this **Section** 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 **Section 9: Fidelity** of this **Policy** or any other fidelity insurance.

3. This **Section** does not cover damage directly occasioned by or through or in consequence of any occurrence referred to in the General Exclusions of this **Policy**. For the purpose of the Extension headed Fraud and Dishonesty of this **Section** the General Exclusion headed Fraudulent Scheme, Trick, Device, or False Pretence will not apply.

SECTION 8: GLASS

DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1.	**Accident / Accidental** :	means a fortuitous and unexpected event occurring at an identifiable place and time.
2.	**Glass**	means all **Glass** (inclusive of mirrors) insured by this **Section** which is presumed to be plain plate / float glass, whether coated with a film or not, or laminated safety glass, unless agreed otherwise.

COVER PROVIDED

We will indemnify **You** in respect of **Accidental**, sudden and unforeseen physical loss of or damage to internal and external **Glass** (inclusive of mirrors) as well as signwriting and treatment thereon at the insured premises as stated in the **Schedule**, being **Your** property or for which, **You** are responsible.

We will also pay:

1. the cost of such boarding up as may be reasonably necessary and damage to shop fronts, frames, window displays (inclusive of fixtures and fittings), burglar alarm strips, wires and vibrators as a direct result of such loss or damage,

2. the cost of removal and reinstallation of fixtures and fittings necessary for the replacement of the **Glass**,

3. 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 **You**,

Provided that **Our** liability will not exceed for the replacement of **Glass**, advertising signs, glass canopies, signwriting and treatment the **Sum Insured** as stated in the **Schedule** applicable to the premises at which loss or damage occurs and 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 amount as stated in the **Schedule**.

SPECIFIC CONDITION

1. AVERAGE (UNDER INSURANCE) (WHERE COVER IS ON A FULL VALUE BASIS)

If the **Insured Property** is at the commencement of any damage to such property by an event insured against in terms of the cover provided, collectively of greater value than the **Sum Insured** thereon, then **You** will be considered as being **Your** own insurer for the difference and will bear a rateable share of the loss or damage accordingly. Every item if more than one will be separately subject to this Specific Condition.

CLAUSES AND EXTENSIONS

1. SPECIAL REPLACEMENT EXTENSION

If, following loss or damage insured hereunder **You** are obliged in terms of the National Building Regulations or similar legislation to replace the damaged **Glass** with **Glass** of a superior quality, then **We** will be liable for the increased cost of such replacement inclusive of (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 **You** will be considered as being **Your** own insurer for the difference and will bear a rateable proportion of the loss or damage accordingly.

SPECIFIC EXCLUSIONS

We will not indemnify **You** for:

1. any loss or damage which is insured by, or would, but for the existence of this **Section**, beinsured 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 exclusion will not apply to loss or damage for which **You** are responsible as tenant and not as owner,

2. any **Glass** forming part of stock in trade,

3. any **Glass** which, at inception of this insurance, is cracked or broken,

4. any defacement of or damage to **Glass** or any laminate thereof arising from, inter alia (among other things) vandalism, scratching, graffiti or application of any substance not designed to be applied to the **Glass**, other than fracture through the entire thickness of the **Glass** or any laminate thereof.

5. This **Section** does not cover damage directly or indirectly occasioned by or through or in consequence of loss or damage related to or caused by any occurrence referred to in the General Exclusions of this **Policy** .

SECTION 9: FIDELITY

DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1. Blanket Basis: means all **Employees** are included up to the sum insured stated in the **Schedule**.

2. Electronic Data Processing Department: means any department or area within **Your Business** assigned to record, classify, manipulate or summarise data with the use of a computer system and where losses arise due to:

2.1. detrimental change or destruction of electronic data or any attempts thereat by any person while such data is officially stored within **Your** computer system; and / or

2.2. detrimental change or destruction of electronic computer software programs while officially stored on Your computer system on condition that You are the legitimate owner of such computer software programs or where **You** are legally liable for such detrimental change of destruction.

3. Employee: means:

3.1. any person while employed by **You** under a contract of service or apprenticeship,

3.2. any person while hired or seconded by **You** from any other party into **Your** service,

where **You** have the right at all times to govern, control and direct in the performance of their work in the course of **Your Business** and who, if this **Section** is on a **Blanket** or **Named / Position Basis**, is described in the Schedule by name and / or by the position held by them in the **Business**.

4. Financial Institutions: means:

4.1. all kinds of Banks,

4.2. Federal Reserve Banks,

4.3. Deposit Taking Institutions,

4.4. all kinds of Saving Institutions,

4.5. Credit Unions,

4.6. federal and federally sponsored Credit Agencies,

4.7. Loan Bankers and Brokers,

4.8. all kinds of Insurance and Reinsurance Companies,

4.9. Pension, Health and Welfare Funds,

4.10. Asset Managers & related administrative activities,

4.11. Stockbrokers, Stock exchanges, Funds,

4.12. Venture Capital and/or Private Equity Firms and / or Trusts.

5. **Named Basis**: means **Employees** who regularly handle money or have control of stock within **Your Business** are included up to the **Sum Insured** stated in the **Schedule** and are specified in the **Schedule** by name.

6. **Position Basis**: means **Employees** who regularly handle money or have control of stock within **Your Business** and are stated in the **Schedule** according to their position held within **Your Business**.

SPECIFICATION

The term "dishonest personal financial gain" will not include gain by an **Employee** in the form of salary, salary increases, fees, commissions, bonuses, promotions, or other emoluments.

SPECIAL NOTE

Nothing in this **Section** will in any way contravene or override the General Exclusions headed Cyber Loss Limited Exclusion (Property) LMA5410 or the Cyber and Data Limited Exclusion LMA5476 (Applicable to all Casualty Classes).

COVER PROVIDED

We will indemnify **You** in respect of:

1. loss of money and / or other property belonging to **You** or for which **You** are responsible stolen by an insured **Employee** during the currency of this **Section**.

2. direct financial loss sustained by **You** as a result of fraud or dishonesty of an insured **Employee** all of which occurs during the currency of this **Section** which results in dishonest personal financial gain for the insured **Employee** concerned, provided that **We** are not liable for any losses which occurred more than 24 months prior to discovery,

2.1. all losses are discovered not later than 12 months after the termination of:

2.1.1. this **Section**, or

2.1.2. this **Section** in respect of any insured **Employee** concerned in a loss, or

2.1.3. the employment of the insured **Employee** or the last of the insured **Employees** concerned in a loss, whichever occurs first.

2.2 **BLANKET BASIS**

Our liability for all losses will not exceed the sum insured stated in the **Schedule** whether involving any one **Employee** or any number of **Employees** acting in collusion or independently of each other,

2.3 **NAMED OR POSITION BASIS**

Our liability for all losses involving any **Employee** will not exceed the sum insured stated opposite their name in the **Schedule** or, if they are unnamed, the sum insured stated opposite the position held by them in the **Business** as stated in the **Schedule**,

Renewal of this insurance from period to period or any extension of any **Annual Period** will not have the effect of accumulating or increasing **Our** liability beyond the **Sum Insured** stated in the **Schedule**. If the **Annual Period** is less than 12 months, then **Our** liability is limited to the sum stated in the **Schedule** during any **Annual Period** calculated from the **Inception Date** or **Renewal Date** stated in the **Schedule**.

CLAUSES AND EXTENSIONS

1. **ACCOUNTANTS CLAUSE**

Any particulars or details contained in **Your** books of account or other **Business** books or documents which may be required by **Us** under this **Section** for the purpose of investigating or verifying any claim hereunder, may be produced and certified by **Your** auditors or professional accountants, and their certificate will be prima facie evidence (meaning sufficient to establish a fact or raise a presumption unless disproved or rebutted) of the particulars and details to which it relates.

2. CHECKS AND CONTROLS CLAUSE

You need to institute and / or maintain and continue to employ in every material manner all such systems of check and control, accounting and clerical procedures and methods of conducting **Your Business** as has been represented to **Us**.

However, **You** are permitted to:

2.1 change the remuneration and conditions of service of any **Employee**,

2.2 in respect of any **Employee** who is described in the **Schedule** by name, change their duties and position,

2.3 in respect of any **Employee** who is described in the **Schedule** only by the position held by them, remove such **Employee** and place in their position any other person who falls within the definition of **Employee**,

2.4 make such other changes as are approved beforehand in writing by **Your** auditors.

3. AMOUNTS EXCEEDED CLAUSE

If **You** sustain any loss to which this **Section** applies which exceeds the amount payable hereunder in respect of such loss:

3.1 then **You** will be entitled to all recoveries (except from suretyship, insurance, reinsurance, security, or indemnity taken or effected by **Us** or for the amount of any first amount payable) by whomsoever made an account of such loss until fully reimbursed,

3.2 less the actual cost of effecting same, and

3.3 any remainder will be applied to the reimbursement to **Us** and to **You**, to the extent of this coinsurance in terms of the COMPULSORY FIRST AMOUNT PAYABLE CLAUSE.

4. OTHER INSURANCES CLAUSE

It is a Condition of this **Section** that other than:

4.1 a Money Policy,

4.2 a policy declared to **Us** at inception or renewal or at the time a claim is submitted,

4.3 a Fidelity Pension Fund Policy which is not in excess of this **Section**, or

4.4 this **Policy**,

no other insurance is in force during the currency of this **Section** to insure against the risks insured hereunder.

5. PARTICIPATION / SHAREHOLDING CLAUSE

We will only be liable to the extent of the participation / shareholding of any uninvolved partners / principals / directors or members for an insured event in which any of **Your** partners / principals / directors or members have been directly involved.

This Clause only applies to Partnerships, Proprietary Companies or Close Corporations.

6. REPORTING TO AUTHORITIES CLAUSE

6.1 In the event of the discovery of any loss resulting from the cover provided, **You** may, regardless of General Condition headed Claims, refrain from reporting the matter to the police but will do so immediately should **We** require such action to be taken.

6.2 Non-disclosure of **Your** own fraudulent actions or dishonesty, or that of others with whom they are in collusion by the person signing any proposal form or giving renewal or other instructions will not prejudice any claim under this **Section**.

7. SUM INSURED INCREASES CLAUSE

If the **Sum Insured** is adjusted during the **Annual Period**, such adjusted amount will apply only to events committed after the date of such adjustment.

8. COMPULSORY FIRST AMOUNT PAYABLE CLAUSE

8.1 The BASIC COMPULSORY FIRST AMOUNT PAYABLE is stated in the **Schedule / Annexure / Addendum**.

Provided that:

8.1.1. if losses are discovered more than 12 months after being committed, but not more than 24 months thereafter the BASIC COMPULSORY FIRST AMOUNT PAYABLE will be amended to 15% of the net amount payable after deduction of the amount specified in (8.1) above,

8.1.2. if the **Policy** has been extended to cover that part of losses discovered more than 24 months after being committed, but not more than 36 months thereafter, the BASIC COMPULSORY FIRST AMOUNT PAYABLE will be amended to 20% of the net amount payable after deduction of the amount specified in (8.1) above.

8.1.3. the **Optional Extension** granted on receipt of a satisfactory systems audit in respect of losses discovered more than 24 months after being committed, the BASIC COMPULSORY FIRST AMOUNT PAYABLE will be amended to 12.5% of the net amount payable after deduction of the amount specified in (8.1) above.

9. COMPUTER LOSSES FIRST AMOUNT PAYABLE CLAUSE

9.1 The basic COMPUTER LOSSES FIRST AMOUNT PAYABLE will be 20% of the net amount payable after deduction of the amount specified in (8.1) under the heading COMPULSORY FIRST AMOUNT PAYABLE CLAUSE.

Provided that:

9.1.1. if losses are discovered more than 12 months after being committed but not more than 24 months thereafter the BASIC COMPUTER LOSSES FIRST AMOUNT PAYABLE will be amended to 30% of the net amount payable after deduction of the amount specified in (8.1) under the heading COMPULSORY FIRST AMOUNT PAYABLE CLAUSE,

9.1.2. if the **Policy** has been extended to cover that part of losses discovered more than 24 months after being committed, but not more than 36 months thereafter, the BASIC COMPUTER LOSSES FIRST AMOUNT PAYABLE will be amended to 35% of the net amount payable after deduction of the amount specified in (8.1) under the heading COMPULSORY FIRST AMOUNT PAYABLE CLAUSE.

9.1.3. the **Optional Extension** granted on receipt of a satisfactory systems audit in respect of losses discovered more than 24 months after being committed, if stated to be included in the **Schedule**, the BASIC COMPUTER LOSSES FIRST AMOUNT PAYABLE will be amended to 25% of the net amount payable after deduction of the amount specified in (8.1) under the heading COMPULSORY FIRST AMOUNT PAYABLE CLAUSE.

Regardless of the above, **You** may opt to claim only for that part of the loss which was discovered in a lesser period, in which case the COMPULSORY FIRST AMOUNT PAYABLE CLAUSE applicable for the corresponding lesser period will apply.

10. VOLUNTARY FIRST AMOUNT PAYABLE CLAUSE (if stated to be included)

You are responsible for the COMPULSORY FIRST AMOUNT PAYABLE under this **Section**; as well as for the difference between such amount and the amount stated in the **Schedule** as **Your** Voluntary First Amount Payable, provided that the Voluntary Amount must exceed the COMPULSORY FIRST AMOUNT PAYABLE.

MEMORANDUM

1. For clarity in the application of the COMPULSORY FIRST AMOUNTS PAYABLE CLAUSE and the COMPUTER LOSSES FIRST AMOUNT PAYABLE CLAUSE the term "gross claim" is what will be used to calculate the basic COMPULSORY FIRST AMOUNT PAYABLE, the term "net amount payable "is then used to calculate the delayed discovery first amount payable.

2. The General Exclusions headed: War, Riot and Terrorism Exclusion, Nuclear and Institute Radioactive Risks Exclusion and Fraudulent, Wilful, Deliberate or Reckless Acts Exclusion do not apply to this **Section**.

EXTENSIONS

1. EXTENDED COVER: PAST EMPLOYEES EXTENSION

Any person who ceases to be an **Employee** will, for the purposes of this **Section**, be considered as being an **Employee** for a period of 31 days after they have in fact ceased to be an **Employee**.

OPTIONAL EXTENSIONS

1. REDUCTION / REINSTATEMENT OF INSURED AMOUNT EXTENSION
(if stated to be included)

Payment by **Us** of any loss involving one **Employee** or any number of **Employees** will not reduce **Our** liability in respect of the remaining insured **Employees** provided that the maximum amount payable by **Us** for all insured **Employees** will not exceed double the **Sum Insured** shown in the **Schedule**.

1.1. **You** pay additional premiums calculated in terms of the following formula:

$$\textbf{Annual premium in force at time of discovery of loss} \times \frac{\textbf{Amount of claim payment}}{\textbf{Sum insured at time of discovery of loss}}$$

1.2. The additional premium will be payable in full and may not be reduced due to the period between the date of discovery of loss and the expiry date being less than 12 months.

2. RETROACTIVE COVER EXTENSION– NO PREVIOUS INSURANCE IN FORCE
(if stated to be included)

This **Section** will also apply to events as insured in terms of the cover provided which occurred up to 12 months prior to inception of this **Section** but not more than 24 months prior to discovery, provided that the events are discovered within the shorter period of 12 months of the termination of the employment of the **Employee** concerned or 12 months of the expiry of this **Section**.

3. SUPERSEDED COVER EXTENSION
(if stated to be included)

This **Section** will apply to events insured in terms of the cover provided which occurred during the currency of any insurance superseded by this **Section** and specified in the **Schedule** provided that:

3.1. this **Optional Extension** is restricted to losses which would have been payable by the superseded insurance, but which are not claimable because of the expiry of the period of time allowed by the superseded insurance for the discovery of the events,

3.2. the event is discovered within the shorter period of 12 months of the termination of the employment of the **Employee** concerned or 12 months of the expiry of this **Section**,

3.3. the amount payable under this **Optional Extension** will not exceed the amount insured by this **Section** or the amount insured by the superseded insurance whichever is the lesser,

3.4. if the event involving one **Employee** or any number of **Employees** occurring during both the currency of this **Section** and that of the superseded policy, the maximum amount payable will not exceed the amount insured by this **Section** at the time of discovery of the event,

3.5. this **Optional Extension** will not apply to events which occurred more than the number of years stated in the **Schedule** before inception of this **Section**,

3.6. **We** are not liable for any loss which occurred more than 24 months prior to discovery.

4. COMPUTER LOSSES EXTENSION
(if stated to be included)

Specific Exclusion 3 headed **Computer Losses** of this **Section** and the COMPUTER LOSSES FIRST AMOUNT PAYABLE CLAUSE are deleted, provided that:

4.1. **You** have completed a satisfactory proposal, and

4.2. at **Your** own cost arranged for a comprehensive systems audit to be undertaken to assess safety protocols of all computer systems used by **You**, to determine whether any systems may have been or are currently being compromised and acceptance hereof confirmed in writing by **Us** and subject to **You** implementing and maintaining all the recommendations contained in such audit:

In consideration of the payment of an additional premium, it is agreed that cover under this **Optional Extension** is granted if the event results from the dishonest manipulation of, input into, suppression of input into, destruction of, alteration of, any non-networked micro/personal computer program, system, data, or software by any insured **Employee** whose duties involve the managing, supervision, design, creation or alteration of computer systems or programs.

5. COSTS OF RECOVERY EXTENSION
(if stated to be included)

If **You** sustain any loss to which this **Section** applies which exceeds the sum insured hereunder then **We** will, in addition to the sum insured, pay to **You** the costs and expenses not exceeding the amount stated in the **Schedule** necessarily incurred with **Our** consent (which consent will not be unreasonably withheld) for the recovery or attempted recovery from the **Employee** in respect of whom the claim is made, for that part of the loss which exceeds the **Sum Insured** hereunder.

All amounts recovered by **You** in excess of the said part of the loss, will be for **Your** benefit and **Ours** to the extent of this coinsurance in terms of the COMPULSORY FIRST AMOUNT PAYABLE clause.

6. EXTENSION FOR LOSSES DISCOVERED MORE THAN 24 MONTHS AFTER BEING COMMITTED BUT NOT MORE THAN 36 MONTHS THEREAFTER
(if stated to be included)

In consideration of the payment of an additional premium, provision (2.1.1) of the cover provided is restated to read:

6.1. (2.1.1.) **We** are not liable for any losses which occurred more than 36 months prior to discovery.

6.2. If this **Section** is inclusive of the Superseded Cover Extension, the period referred to in Provision (3.6) thereof is increased from 24 months to 36 months.

7. EXTENSION GRANTED ON RECEIPT OF A SATISFACTORY SYSTEMS AUDIT IN RESPECT OF LOSSES DISCOVERED MORE THAN 24 MONTHS AFTER BEING COMMITTED
(if stated to be included)

In consideration of the payment of an additional premium, it is agreed that cover under this **Optional Extension** is granted provided that **You** have at **Your** own cost arranged for a comprehensive systems audit to be undertaken, in consideration of which the accounting firm appointed to carry out such system audit will then be named in the **Schedule**, the audit confirming **Your** systems of:

7.1. control,

7.2. fraud dishonesty and theft detection,

and subject to **You** implementing and maintaining all the recommendations contained in such audit:

7.3. (2.1.1.) of the cover provided (which limits cover to that part of losses discovered within 24 months) and provision (3.6.) of the Superseded Cover Extension (if applicable) are deleted,

7.4. if any event is discovered more than 12 months after it was committed, the percentages contained in the undernoted COMPULSORY FIRST AMOUNT PAYABLE clause will apply.

SPECIFIC EXCLUSIONS

1. **We** will not be liable for:

1.1. partners and other insured **Employee** losses resulting from or contributed to any event by:

1.1.1 any partner in or of **Your Business** to the extent that such partner would benefit by indemnity granted under this **Policy**,

1.1.2 any of **Your** principals, directors or members unless such directors or members are also an insured **Employee**,

1.1.3 any insured **Employee** from the time that **You** become aware that such insured **Employee** has committed any fraud or dishonesty,

1.2. any consequential losses of any kind following losses referred to under the cover provided,

1.3. losses occurred through or in connection with:

1.3.1. Blanket Fidelity Bonds,

1.3.2. Bankers and Brokers Blanket Bonds, Bankers Professional Indemnity (BPI), Bankers Directors and Offices (BDO), Unauthorised Trading (UT) or Credit Card Companies.

1.3.3. Comprehensive Dishonesty Disappearance and Destruction policies (DDD policies),

1.3.4. Blanket Crime Policies and similar combined covers,

1.3.5. Financial Guarantees,

1.3.6. Credit Insurances,

1.3.7. Contingency and Solvency risks,

1.3.8. Credit Bonds and Guarantees of any kind (other than Fidelity Guarantee),

1.3.9. Combined covers in the form of Bankers 'Blanket Bonds, Credit Card and Financial institutions,

1.3.10. Any event leading to a claim associated with or in any way connected with cyber-crimes or cyber liability of whatsoever nature.

1.3.11. Policies covering **Financial Institutions.**

2. **ACQUISITIONS**

This **Section** does not cover any company or other legal entity acquired during the **Annual Period**.

3. **COMPUTER LOSSES**

We will not indemnify **You** for any event if it results from the dishonest:

3.1 manipulation of,

3.2 input into,

3.3 suppression of input into,

3.4 destruction of,

3.5 alteration of,

any computer program, system, data or software by any insured **Employee** who is employed in **Your Electronic Data-Processing Department** or area.

This Specific Exclusion does not apply to insured **Employees** who are employed in the **Electronic Data- Processing Department** / area of any non-networked micro / personal computer.

SECTION 10: GOODS IN TRANSIT

DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1. **Accident / Accidental** : means a fortuitous and unexpected event occurring at an identifiable place and time.

2. **Import / Export risks**: means any goods being sourced from and / or designated to any country and / placed outside the Republic of South Africa.

3. **International Trade:** means the exchange of capital, goods, and services across international borders or territories**.**

COVER PROVIDED

We will indemnify **You** for **Accidental**, sudden and unforeseen physical loss / damage to the whole or part of the property described in the **Schedule**, owned by **You** or for which **You** 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:

1. **You** will be responsible for the First Amount Payable stated in the **Schedule / Annexure / Addendum** in respect of each and every event but not for a claim resulting from fire, lightning or explosion,

2. **Our** liability for all loss or damage arising from any one event will not exceed the limit of indemnity stated in the **Schedule**.

BASIS OF LOSS SETTLEMENT

Should an event give rise to a claim under this **Section** the following Basis of Settlement will be used:

1. in cases where damage to the insured item can be repaired – **We** will pay expenses and repairs necessarily incurred to restore the damaged item to its former state.

2. should the item be rendered uneconomical to repair in **Our** view, then the amount payable will be the cost of replacing the item with an item of the same kind or type but not superior to. **We** will have the option to settle cash in lieu or replace the item according to the invoice value at commencement of the voyage prior to despatch.

COVER LIMITATIONS / RESTRICTIONS

1. **FIRE, EXPLOSION, COLLISION, DERAILMENT AND OVERTURNING LIMITATION**
   (F, E, C, D & O LIMITATION)
   (if stated in to be included)

   The insurance under this **Section** is limited to loss or damage resulting from:

   1.1. fire or explosion, or

   1.2. collision, or

   1.3. the overturning or derailment of the means of conveyance described in the **Schedule**.

2. **FIRE, EXPLOSION, COLLISION, DERAILMENT AND OVERTURNING LIMITATION WITH THEFT FOLLOWING**
   (F, E, C, D & O LIMITATION WITH THEFT FOLLOWING)
   (if stated in to be included)

   The insurance under this **Section** is limited to loss or damage resulting from:

   2.1. fire or explosion, or

   2.2. collision, or

   2.3. the overturning or derailment, as well as

   2.4. theft following such collision, overturning or derailment, of the means of conveyance described in the **Schedule**.

CLAUSES AND EXTENSIONS

1. COMMENCEMENT OF TRANSIT CLAUSE

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

2. REFUSAL TO ACCEPT CONSIGNMENT CLAUSE

If any consignee refuses to accept property consigned then transit will be deemed to continue and the insurance in respect of such property will continue in force until the property is delivered at the premises of the consignor, by any means of conveyance. Provided that **You** take all reasonable steps to ensure that the property is returned within 96 hours from the time of moving the property described in the **Schedule** from the consignee's premises.

3. SPECIFIED VEHICLES CLAUSE

Where the means of conveyance is by specified vehicle the insurance under this **Section** will 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 **You**r property or where such vehicle is leased or hired by **You** under a Lease or Suspensive Sale Agreement.

4. BREAKDOWNS CLAUSE

In the event of breakdown of the means of conveyance during transit or if, for any reason beyond **Your** control, the property is endangered nothing contained herein will debar the utilisation of any other form of transport to assist completion of the transit and the insurance afforded will not be affected thereby.

EXTENSIONS

1. FIRE EXTINGUISHING CHARGES EXTENSION

If the property described in the **Schedule** is lost or damaged by fire whilst in course of a transit insured by this **Section**, then **We** will in addition to indemnifying **You** for such loss or damage pay for the actual cost of extinguishing or attempting to extinguish such fire.

2. DEBRIS REMOVAL EXTENSION

The insurance under this **Section** is inclusive of costs necessarily incurred by **You** in respect of the clearing up and removal of debris following damage to the means of conveyance, or to the property thereon, subject to the amount stated in the **Schedule / Annexure / Addendum** and following any one event under the cover provided.

OPTIONAL EXTENSIONS

1. RIOT AND STRIKE EXTENSION
(if stated to be included)

Subject otherwise to the Terms, Conditions, Exclusions and Warranties contained therein, this **Section** is extended to cover loss or damage directly occasioned by or through or in consequence of:

1.1. civil commotion, labour disturbances, riot, strike, or lockout,

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 (1.1.) above,

Provided that this **Optional Extension** does not cover:

1.2.1. loss or damage occurring in the Republic of South Africa and Namibia,

1.2.2. consequential or indirect loss or damage of any kind or description whatsoever,

1.2.3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation,

1.2.4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, forfeiture, commandeering or requisition by any lawfully constituted authority,

1.2.5. loss or damage related to or caused by any occurrence referred to in the General Exclusion headed : War, Riot and Terrorism Exclusion (1.1.1.), (1.1.2.), (1.1.3.), (1.1.5.), (1.1.6.), (1.1.7), (1.2.) or (1.3.) 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 **We** allege that, by reason of provisos (1.2.1.) to (1.2.5.), loss or damage is not covered by this **Optional Extension**, the burden of proving the contrary will rest upon **You**.

SPECIFIC EXCLUSIONS

We will not indemnify **You** for loss or damage to goods (resulting from or caused by):

1. THEFT FROM UNATTENDED VEHICLES

1.1. Theft from any unattended vehicle in **Your** custody or control or any of **Your** principals, partners, directors, or employees, unless:

1.1.1. the property is contained in a completely closed and securely locked vehicle, or

1.1.2. the vehicle itself is housed in a securely locked building, and

1.1.3. entry to or exit from such locked vehicle or building is accompanied by forcible and violent entry to or exit from.

1.2. The use of vehicle lock “jamming” devices, that prevents the means of conveyance from locking, will not constitute visible, forcible or violent entry and is specifically excluded in terms of the cover provided unless camera surveillance can be provided.

2. INHERENT VICE, GRADUAL DETERIORATION AND OTHER CAUSES

2.1. inherent vice or defect,

2.2. vermin,

2.3. insects,

2.4. damp,

2.5. mildew,

2.6. rust,

2.7. wear and tear or gradual deterioration (inclusive of the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded.

2.8. any loss or damage provided in terms of General Exclusion headed Excluded Perils / Risks / Circumstances.

3. DISHONESTY / FRAUD

The dishonesty of any of **Your** principals, agents, partners, directors, or employees whether acting alone or in collusion with others, inclusive of any fraudulent scheme, trick, device or false pretence practised on **You** (or any person having custody of **Your** property or that for which **You** are responsible). (Refer to the General Exclusion headed Fraudulent Scheme, Trick, Device or False Pretence Exclusion.)

4. DETENTION / CONFISCATION

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. (Refer to the General Exclusion headed Confiscation and Forfeiture.)

5. TRANSIT BY SEA

5.1. arising whilst in transit by sea, or

5.2. inland transit incidental to such sea transit, or

5.3. any **Import / Export** or **International Trade** risks which would otherwise be insured under a Marine Policy, or

5.3.1. for goods collected at Ports and / or Airports and/or Border Posts. (for example: being the tail-end risk of an importation and/or an extension of a previous transit.)

6. REFRIGERATION EQUIPMENT

6.1. the breakdown of refrigeration equipment.

7. BREAKDOWN / BREAKAGE

7.1. the mechanical, electronic, or electrical breakdown, failure, breakage or derangement of **Your** property, unless following an **Accident** or misfortune not otherwise excluded.

8. NEGOTIABLE INSTRUMENTS

8.1. cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts, recharge vouchers such as, however not limited to, cellular phone pre-paid airtime and electricity vouchers or securities of any kind.

9. TERRITORIES

9.1. property outside the Republic of South Africa,

10. PROPERTY OTHERWISE INSURED

10.1. 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.

11. ANIMALS

12. CONSEQUENTIAL LOSSES

12.1. Consequential loss of any kind, delay, loss of market, depreciation, or changes brought about by natural causes.

13. STOCK-THROUGHPUT

14. UNSUITABLE/ INCORRECT MEANS OF PACKING

15. DISAPPEARANCE AND SHORTAGE

15.1. Unexplained disappearance or shortage of any load only revealed after a routine inventory.

SECTION 11: BUSINESS ALL RISKS

DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1.	**Accident / Accidental** :	means a fortuitous and unexpected event occurring at an identifiable place and time.
2.	**Portable Electronic Devices:**	means a device that is capable of storing, processing and transmitting data which is small enough to be carried by hand, for example Laptops, Kindles, iPads and other tablet devices excluding Cellular telephones.
3.	**Material Damage Perils**	means fire, lightning, explosion, storm, wind, water, hail, snow, impact, earthquake or any other natural catastrophe.

COVER PROVIDED

We will indemnify **You** for **Accidental**, sudden and unforeseen physical 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 **You** will be responsible for the first amount payable stated in the **Schedule / Annexure / Addendum** in respect of each and every event except a claim resulting from:

1. fire,

2. lightning, or

3. explosion, or

4. **Power Surge**.

SPECIFIC CONDITIONS

1. **AVERAGE (UNDER INSURANCE)**

If the total value of **Insured Property** which is not separately and individually specified is at the time of the happening of any loss or damage to such property, is of greater value than the **Sum Insured** thereon, then **You** will be considered as being **Your** own insurer for the difference and will bear a rateable share of the amount of the loss or damage. Each item of the **Schedule** covering such property will be separately subject to this Condition.

2. **REPLACEMENT VALUE (NEW FOR OLD)**

The basis upon which the amount payable is to be calculated will be either:

2.1. 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

2.2. 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 **You** will be considered as being **Your** own insurer for the difference and will bear a rateable proportion of the loss accordingly.

OPTIONAL EXTENSIONS

1. **INCREASE IN COST OF WORKING**
(if stated 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 therefor is admitted in respect of **Material Damage Perils** under this **Section** for the purpose of maintaining the normal operation of the **Business**.

2. RIOT AND STRIKE EXTENSION
(if stated to be included)

Subject otherwise to the Terms, Conditions, Exclusions and Warranties contained therein, this **Section** is extended to cover loss or damage directly occasioned by or through or in consequence of:

2.1. civil commotion, labour disturbances, riot, strike, or lockout,

2.2. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (2.1.) above,

Provided that this **Optional Extension** does not cover:

2.2.1. loss or damage occurring in the Republic of South Africa and Namibia,

2.2.2. consequential or indirect loss or damage of any kind or description whatsoever,

2.2.3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation,

2.2.4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, forfeiture, commandeering or requisition by any lawfully constituted authority,

2.2.5. loss or damage related to or caused by any occurrence referred to in the General Exclusion headed : War, Riot and Terrorism Exclusion (1.1.1.), (1.1.2.), (1.1.3.), (1.1.5.), (1.1.6.), (1.1.7), (1.2.) or (1.3.) 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 **We** allege that, by reason of provisos (2.2.1.) to (2.2.5.), loss or damage is not covered by this **Optional Extension**, the burden of proving the contrary will rest upon **You**.

SPECIFIC EXCLUSIONS

We will not indemnify **You** for loss of or damage to property resulting from or caused by:

1. THEFT FROM UNATTENDED VEHICLES

theft from any unattended vehicle in **Your** custody or control or any of **Your** principals, partners, directors or employees unless the property is:

1.1. contained in a completely closed and securely locked vehicle, and

1.2. completely concealed from the view of passer-by's, or

1.3. the vehicle itself is housed in a securely locked building, and

1.4. entry to or exit from such locked vehicle is accompanied by forcible and violent entry or exit.

1.4.1. the use of car lock "jamming" devices, that prevents **Your** vehicle from locking, will not constitute visible, forcible or violent entry, unless camera surveillance can be provided.

Further provided that:

1.4.2. provisions (1.1.) to (1.4.) above will not apply to theft of the **Insured Property** where the transport vehicle:

1.4.2.1. has been hijacked; or

1.4.2.2. has been involved in a road accident or sustains a breakdown and, due to circumstances beyond the control of the vehicle crew/driver, the **Insured Property** is of necessity left unprotected.

2. PROCESSES

its undergoing a process of manufacturing, cleaning, repair, dyeing, bleaching, alteration, renovation, servicing, testing, restoration, or any other work thereon.

3. INHERENT VICE, GRADUAL DETERIORATION AND OTHER CAUSES

3.1. inherent vice or defect,

3.2. fault or defect in design / formula / specifications / drawing / plan / materials / workmanship or professional advice,

3.3. normal maintenance,

3.4. vermin,

3.5. insects,

3.6. damp, dryness, wet or dry rot, mildew, shrinkage, expansion, evaporation, loss of weight,

3.7. contamination, pollution,

3.8. change in colour / flavour / texture / finish,

3.9. rust, humidity, moisture, fermentation or germination, oxidation or other chemical action or reaction,

3.10. overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure.

3.11. wear and tear,

3.12. depreciation or gradual deterioration (inclusive of the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded.

4. DISHONESTY / FRAUD

4.1. the dishonesty of any of **Your** principals, partners, directors, or employees whether acting alone or in collusion with others.

4.2. any fraudulent scheme, trick, device or false pretence practised on **You** (or any person having custody of **Your** property or property for which **You** are responsible).

5. BREAKDOWN

mechanical, electronic or electrical breakdown, failure, breakage or derangement unless caused by an **Accident** or misfortune not otherwise excluded.

6. DETENTION / CONFISCATION

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. (Refer to the General Exclusion headed Confiscation and Forfeiture.)

7. NEGOTIABLE INSTRUMENTS

any loss of or damage to cash, bank and currency notes, coins, bonds, , stamps, negotiable instruments, title deeds, manuscripts, recharge vouchers such as, however not limited to, cellular phone pre-paid airtime and electricity vouchers or securities of any kind.

8. AIR OR SEA CONSIGNMENTS

any loss of or damage to goods consigned by air or sea under a bill of lading.

9. ANIMALS

any loss of or injury to all animals for example: livestock, bloodstock, poultry, fish stock and game, however not limited to these examples.

11. DISAPPEARANCE AND SHORTAGE

unexplained disappearance or shortage only revealed during or after a routine inventory / stocktake.

12. AIRCRAFT INCLUSIVE OF DRONES/MODEL AIRCRAFT OR UNMANNED AIRCRAFTS

any loss of or damage caused by or through or in connection with aircraft inclusive of drones / model aircraft/ unmanned aircraft is specifically excluded in terms of the cover provided in terms of this **Section**.

13. GENERAL EXCLUSIONS

any damage directly occasioned by or through or in consequence of damage related to or caused by any occurrence referred to in the General Exclusions of this **Policy**,

SECTION 12: ACCIDENTAL DAMAGE

DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1. Accident / Accidental : means a fortuitous and unexpected event occurring at an identifiable place and time.

2. Drone: means any:

2.1. **Remotely Piloted Aircraft** – being further defined as an unmanned aircraft which is piloted from a remote pilot station, excluding **Model Aircraft** and **Toy Aircraft**,

2.1.1. **Toy Aircraft**– being further defined as an aircraft which is designed or intended for use in play by children,

2.1.2. **Model Aircraft** – being further defined as non-human carrying aircraft capable of sustained flight in the atmosphere and used exclusively for air display, recreational use, sport or competitions.

2.2. **Drone Accessories** means any:

2.2.1. filming, scanning, mapping, infrared and x-ray equipment inclusive of software,
2.2.2. bags and carry cases,
2.2.3. tools and cleaning equipment,
2.2.4. guards and safety equipment,
2.2.5. two-way radio and communications equipment,
2.2.6. power supplies and control equipment,
2.2.7. binoculars and photographic equipment,
2.2.8. laptops and tablets

All of which are used for the purpose of controlling a **Drone**, inclusive of any other equipment which can be affixed to the payload of the **Drone**.

3. Electronic Data-Processing Equipment: means computers, laptops, tablet devices, printers, peripheral computer equipment, software and any computer-based equipment acting as a computer, inclusive of PABX systems.

4. Held in Trust or on Commission: means that **You** are entrusted with the safekeeping of tangible property to which **You** have an **Insurable Interest**.

5. Insured Property: means any tangible property belonging to **You** or **Held in Trust or on Commission** for which **You** are responsible but excluding:

1. current coin (inclusive of Krugerrands and similar coins), bank and currency notes, travellers and other cheques, money and postal orders, current unused postage, revenue, credit card vouchers, and other certificates, documents, or instruments of a negotiable nature,

2. furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art,

3. property in transit by air, inland waterway, or sea,

4. railway locomotives, rolling stock and other railway property, aircraft, watercraft, mechanically or electrically propelled vehicles, motorcycles, mobile plant, caravans and trailers,

5. standing or felled trees, crops, animals, land (inclusive of topsoil, backfill, drainage and culverts), driveways, pavements, roads, runways, dams, reservoirs, canals, pipelines (external to the premises), tunnels, cables (external to the premises), cableways, bridges, docks, jetties, wharves, piers, excavations, property below the ground or explosives,

6. **Electronic Data-Processing Equipment** and external data media (punch cards, tape disks and the like) and the information they contain,

7. property in the course of construction, erection or dismantling inclusive of materials or supplies related thereto,

8. property in the possession of customers under lease, rental, credit, or suspensive sale agreements,

9. glass, China, earthenware, marble and other fragile or brittle objects.

COVER PROVIDED – EVENTS (1)

We will indemnify **You** in respect of sudden and unforeseen **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**.

Machinery and equipment insured in terms of **Section** 1: Fire And Allied Perils exceeding R50 000, will enjoy cover in terms of this **Section** if the damage is caused by **Power Surge** (not caused by lightning). Machinery and electronic equipment that is insured in terms of **Section** 20. Electronic Equipment and machinery insurable in terms of **Section** 23. Machinery Breakdown is excluded from this cover provided.

The amount payable for all loss or damage arising out of one original cause or source will not exceed the sum stated in the **Schedule**, and regardless of General Condition headed Other / Dual Insurance , this **Section** will not be called into contribution with any other cover provided for which more specific insurance has been arranged.

COVER PROVIDED – EVENTS (2)
(if stated to be included)

We will indemnify **You** in respect of **Accidental** physical loss of or damage to **Insured Property** caused by discharge or leakage from tanks, pipes or apparatus of chemicals, oils, liquids, fluids, gases or fumes (inclusive of loss of such chemicals, oils, liquids, fluids, gases or fumes); but excluding loss or damage resulting from wear and tear or other gradually operating causes of the tanks, pipes or apparatus.

SPECIFIC CONDITIONS

1. AVERAGE (UNDER INSURANCE): FULL VALUE BASIS

When cover is granted on a Full Value Basis [**Events 1 & 2**] (as specified in the **Schedule**), and on the occurrence of an Insured Event, the value of the **Insured Property** is greater than the **Sum Insured** thereon then **You** will be considered **Your** own insurer for the difference and will bear a rateable proportion of the loss accordingly. Each item, if more than one, will be separately subject to this Specific Condition.

2. REPLACEMENT / REINSTATEMENT

The basis upon which the amount payable is to be calculated following an insured event will 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:

2.1. the work of replacement or reinstatement (which may be carried out on another site and in any manner suitable to **Your** requirements subject to **Our** liability 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** will be made,

2.2. **We** will not be liable for any payment beyond the amount that would have been payable if this **Specific Condition** had not been incorporated into this **Section**, until expenditure has been incurred by **You** in replacing or reinstating the lost or damaged **Insured Property**,

2.3. if, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the **Insured Property** had been lost or damaged exceeds the **Sum Insured** at the time of replacement or reinstatement, then **You** will be considered **Your** own insurer for the difference and will bear a rateable share of loss accordingly. Each item, if more than one, to which this **Specific Extension** applies will be separately subject to this provision,

2.4. this Extension will not apply if:

2.4.1. **You** fail to indicate to **Us** within 6 months of the insured event or such further time as **We** may allow in writing **Your** intention to replace or reinstate the lost or damaged **Insured Property**,

2.4.2. **You** are unable or unwilling to replace or reinstate the lost or damaged **Insured Property** on the same or another site.

CLAUSES AND EXTENSIONS

1. 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 **You**.

2. ADDITIONAL COSTS CLAUSE

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

2.1. 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:

2.1.1. anything for which notice had been served on **You** prior to the insured event,

2.1.2. anything connected with undamaged property or undamaged portions of property,

2.1.3. rates, taxes, duties, development and other charges payable under the said regulations due to capital appreciation of the insured property,

2.2. fees for the examination of municipal or other plans,

2.3. costs incurred in the necessary demolition, removal of debris (inclusive of undamaged contents) and the erection and maintenance of hoardings during demolition and rebuilding,

2.4. the professional fees of architects, quantity surveyors and other consultants and the sum insured on all insured property inclusive of charges levied by any authorised fire brigade for their services.

However, **We** will not be liable under (2.1.), (2.2.) or (2.4.) unless the lost or damaged property is replaced or reinstated without undue delay nor under (2.4.) for any expenses in connection with the preparation of **Your** claim.

Further, **We** will not be liable under (2.3.) for any costs or expenses:

2.5. incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site,

2.6. arising from pollution or contamination of property not insured by this **Policy / Section**.

3. INTERESTS OF OTHER PARTIES – MORTGAGEE CLAUSE FOR BANKS AND FINANCIAL INSTITUTIONS (01/11/2023)

If any bank or any other financial institution (referred to as the '**Mortgagee'**) has been noted in the **Schedule** as having an interest in the any **Insured Property** and such **Insured Property** is determined by **Us**, in **Our** sole discretion, to be totally destroyed or lost, then subject to what is set out below, **You** and the **Mortgagee** agree that in respect of **Your** claim under the **Policy** relating to such destruction or loss, **We** first pay that **Mortgagee** to the extent of their interest in the **Insured Property**, being the amount which is owed by **You** to the **Mortgagee** or the **Sum Insured** as stated on the **Schedule**, whichever is the lesser.

If **You** act or omit to act in a way that leads to **Us** rejecting **Your** claim or deciding not to indemnify **You** in terms of the **Policy**, **We** will still pay the **Mortgagee** provided that:

3.1. the **Mortgagee** and its representatives were not at any stage aware of **Your** act or omission, and

3.2. the **Mortgagee** immediately notifies **Us** of **Your** act or omission as soon as it or its representatives, become aware of it and accepts and complies with any additional **Terms and Conditions We** may impose, and

3.3. **Our** rejection of **Your** claim or decision not to indemnify **You** in terms of the **Policy** was not due to any misrepresentation or non-disclosure or any fraud, dishonesty or event deliberately caused by **You** or by any person acting or colluding with **You**.

Further provided that:

1. Any balance that is payable by **Us** in respect of **Your** claim after the **Mortgagee** has been paid, will be paid to **You**.

2. If the specific condition of Average applies to the **Section** under which the **Insured Property** is insured, it will equally apply to this clause.

The total of all amounts payable by **Us** as a result of the total destruction or loss of the **Insured Property** is limited to the sum insured as stated on the **Schedule**.

4. RAILWAY AND OTHER SUBROGATION CLAUSE

You will 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.

5. TENANTS CLAUSE

Our liability to **You** will not be affected by any act or omission on the part of any owner of a building or any tenant (other than **Yourself**) without **Your** knowledge.

You will, however, inform **Us** as soon as such act or omission, which is a contravention of any of the Terms, Exclusions or Conditions of this **Section** comes to **Your** knowledge and will be responsible for any additional premium payable from the date any increased hazard will be assumed by **Us**.

The cover afforded under this **Specific Provision** is subject to the Cover Provided.

OPTIONAL EXTENSIONS

1. EXCLUDED PROPERTY EXTENSION
(if stated in to be included)
The property listed in the **Schedule** is added to the excluded property in the definition of **Insured Property**.

SPECIFIC EXCLUSIONS

We will not indemnify **You** for loss of or damage to property resulting from or caused by:

1. any peril / event excluded, or circumstance precluded from any other insurance available from **Us** at inception hereof, or for any excess payable by **You** under such insurance, or for any reduction of amount payable under any claim due to the application of Average (Under Insurance),

2. more than the individual value of any item forming part of a pair, set or collection without regard to any special value such item may have as part of such pair, set or collection,

3. unexplained disappearance or shortage only revealed during or after a routine inventory or errors or omissions in receipts, payments, or accounting, or misfiling or misplacing of information,

4. any fraudulent scheme, trick, device or false pretence practised on **You** (or any person having custody of **Your** property or that for which **You** are responsible) or fraud or the dishonesty of any of **Your** employees, principals or agents,

5. overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure. This exclusion applies only to vessels, pipes, tubes, or similar apparatus,

6. breakdown, electrical, electronic and / or mechanical derangement,

7. altering, bleaching, cleaning, dyeing, manufacture, repair, restoring, servicing, renovating, testing or any other work thereon,

8. fault or defect in its design, formula, specification, drawing, plan, materials, workmanship or professional advice, normal maintenance,

9. gradual deterioration, depreciation, corrosion, rust, oxidation or other chemical action or reaction,

10. frost, change in temperature, expansion or humidity, moisture, fermentation, or germination,

11. dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight,

12. contamination, pollution,

13. change in colour, flavour, texture, or finish,

14. its own wear and tear,

15. denting, chipping, scratching, or cracking not affecting the operation of the item,

16. termites, moths, insects, vermin, inherent vice,

17. fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions or the action of light

18. settlement or bedding down, ground heave or cracking of structures or the removal or weakening of support to any insured property,

19. loss of or damage to chemicals, oils, liquids, fluids, gases or fumes due to leakage or discharge from its container,

20. loss or damage resulting from leakage or discharge of chemicals, oils, fluids, gases, or fumes.

21. failure of and / or the deliberate withholding and/or lack of supplies of water, steam, gas, electricity, fuel, or refrigerant,

22. collapse of plant and machinery, buildings and structures (other than shelving or storage platforms),

23. aircraft inclusive of **Drones**.

24. any damage directly occasioned by or through or in consequence of damage related to or caused by any occurrence referred to in the General Exclusions of this **Policy**,

SECTION 13: PUBLIC LIABILITY (BROADFORM) CLAIMS MADE BASIS

DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1. **Bodily Injury:** means death, physical injury, mental injury, illness (mental or physical) or disease of or to any person.

2. **Claims Made Basis**: means that this **Section** of the **Policy** provides indemnity for claims that are made against **You** during of the **Annual Period** but only in relation to **Events** that occurred on or after the retroactive date stated on the **Schedule**.

3. **Contracting Activities**: means those activities involving a person or company that undertakes a contract (whether written or verbal) that creates an obligation to provide materials and / or labour or other services. For example: swimming pool maintenance, shop fitters, glass fitment centres, upholstery cleaners, motor mechanics (call out service), domestic and commercial cleaners, plumbers, painters, electricians, handymen, general contractors / builders (minor ventures) - however not limited to these activities.

For the purpose hereof, the term **Contracting Activities** does not include activities which are required to be more specifically insured under an Engineering Policy. For example: Contractors All Risk or Erection All Risk policies for activities which involve civil contract works, electrical engineering works, structural engineering works, and similar and / or major contracting / building projects where **You** are deemed to be the Employer or Principal over the project work being undertaken.

4. **Cosmetologist**: means an individual **Suitably Qualified** and employed to perform the services of improving the appearance of hair, skin and nails using make-up and / or beauty treatment, such as but not limited to:

4.1. Hairstylists / Hairdressers inclusive of Shampooers,

4.2. Barbers,

4.3. Nail Technicians inclusive of Chiropody,

4.4. Non-Medical, Non-Aesthetician skin care specialists.

5. **Damage**: means actual physical loss of possession or control of, or actual physical damage to **Property**.

6. **Damages** means monetary compensation (which term will be inclusive of claimant's legal costs and expenses) that is awarded against **You** by a court of law, or for which **You** will become legally liable within the ambit of the civil or criminal justice system.

7. **Defamation:** means defamatory statements, injuria, false imprisonment or malicious prosecution either committed or alleged to have been committed directly in connection with an arrest or arising out of the investigation of acts of shoplifting or theft.

8. **Defective Workmanship**: means workmanship which results in **Damage** to property on which **You** are or have been working and which results directly from such work and occurs after the completion and handing over of such work and / or which is caused by or through or in connection with any defect or error in or omission from such work.

6. Drone: means any:

5.1. **Remotely Piloted Aircraft** – being further defined as an unmanned aircraft which is piloted from a remote pilot station, excluding **Model Aircraft** and **Toy Aircraft**,

6.1.1. **Toy Aircraft**– being further defined as an aircraft which is designed or intended for use in play by children,

6.1.2. **Model Aircraft** – being further defined as non-human carrying aircraft capable of sustained flight in the atmosphere and used exclusively for air display, recreational use, sport or competitions.

6.2. **Drone Accessories** means any:

6.2.1. filming, scanning, mapping, infrared and x-ray equipment inclusive of software,

6.2.2. bags and carry cases,

6.2.3. tools and cleaning equipment,

6.2.4. guards and safety equipment,

6.2.5. two-way radio and communications equipment,

6.2.6. power supplies and control equipment,

6.2.7. binoculars and photographic equipment,

6.2.8. laptops and tablets

All of which are used for the purpose of controlling a **Drone**, inclusive of any other equipment which can be affixed to the payload of the **Drone**.

7. Each and Every Limit (EEL): means the amount payable, inclusive of **Damages** recoverable from **You** by a claimant or any number of claimants, **Legal Costs** incurred with **Our** consent for any **Occurrence** all of which will not exceed the **Limit of Indemnity** stated in the **Schedule**.

8. Employee: means a person employed under a contract of service or apprenticeship with **You**.

9. Event: means any circumstance or incident which may give rise to a claim for indemnification as insured under this **Section** of the **Policy**.

10. In the Annual Aggregate / Aggregate Limit (AGG): means a pre-determined Rand amount up to which the **Policy** will cover **You** each **Annual Period**, regardless of the number of claims submitted or **Legal Costs** associated with these claims.

11. Inefficacy Claims: means claims made against **You** for economic or financial loss sustained by reason of the claimant alleging that their property:

11.1. is rendered of less value, or

11.2. has not achieved its anticipated value, or

11.3. has not been capable of full beneficial use due to the failure of any **Product** or part thereof to fulfil its intended function or to perform as specified warranted or guaranteed.

12. **Landscaping Activities**: means those activities involving a person or firm that undertakes a contract (whether written or verbal) that creates an obligation to provide materials, or labour to perform a service or do a job, involving the art and technology of landscape and garden project planning, construction and landscape management. This is inclusive of but is not limited to maintenance and gardening, garden aesthetics, safety and ecosystem plant community sustainability.

13. **Legal Costs**: means costs, charges and expenses which **We** incurred or which You incurred with **Our** prior consent:

13.1. in the defence or settlement of any claim under this **Section** of the **Policy** or any legal proceeding, action or prosecution brought against **You** in respect of **Bodily Injury** or **Damage** or other liability as insured in terms of this **Section** of the **Policy**.

13.2. in the representation at any inquest or accident inquiry in respect of **Bodily Injury** which may form the subject of indemnity under this **Section** of the **Policy**.

14. **Limit of Indemnity**: means the **Sum Insured** stated in the **Schedule / Annexure / Addendum**.

15. **Negligent Advice**: means incorrect or inadequate advice or information of a technical nature given in the promotion of **Your Products** or services but not where such advice or information:

15.1. is given in exchange for a fee or similar consideration, or

15.2. is an essential part of Your revenue earning activity.

16. **Occurrence**: means an **Event** or series of **Events** arising out of one originating cause or source.

17. **Product**: means any tangible **Property** (inclusive of containers and labels):

17.1. after it has left **Your** custody or control,

17.2. which has been manufactured, constructed, installed, handled, sold, supplied, distributed, treated, serviced, altered, or repaired by or on **Your** behalf,

The term **Product** does not mean food and drink supplied by or on **Your** behalf primarily to **Your Employees** as a staff benefit, or food and drink incidentally provided to **Business** partners for the purposes of a **Business** meeting.

18. **Pollution**: means:

18.1. actual, alleged, or threatened:

18.1.1. ingestion, inhalation, absorption, release, escape, discharge, dispersal, seepage of, contact with, or exposure to, **Pollutants**,

18.1.2. subsequent spread, migration, or movement of **Pollutants** following (1.1.) above.

19.	**Pollution Costs:**	means 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 **You** or third parties.
20.	**Pollutant**:	means 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 (inclusive of 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.
21.	**Property**:	means tangible property, which is an object that is perceptible by touch with physical substance but will not include information (whether generated or stored electronically or otherwise), intellectual property or intangible property (including rights and / or value).
22.	**Retroactive Date:**	means the starting point from which cover is provided for in terms of this **Section** of the **Policy** and where claims are made against **You** during the **Annual Period**.
23.	**Suitably Qualified**:	means that a person has completed a formal qualification, has prior learning or the capacity to acquire a formal qualification within a reasonable time in order to fulfil competency requirements essential by law and in conjunction with relevant work experience as is necessary to perform the job for which they are employed. If an event giving rise to a claim occurs, in determining the application of the term **Suitably Qualified**, it is agreed that the number of years work experience will not be accepted in isolation and will only be considered as a factor in addition to a formal and certified qualification as described above.
24.	**Wrongful Arrest**:	means **Bodily Injury**, assault and battery committed or alleged to have been committed at the time of making or attempting to make an arrest or in resisting an overt attempt to escape by a person under arrest before such person has been or could be placed in the custody of the police or a law enforcement officer.

COVER PROVIDED (CLAIMS MADE BASIS: EACH & EVERY LIMIT)

We will indemnify **You** for **Damages** which **You** will become legally liable to pay resulting from any claim first made against **You** during the **Annual Period** (and notified to **Us** in terms of General Condition headed Claims) , in respect of **Bodily Injury** or **Damage** in connection with **Your Business** within the **Territorial Limits** and in respect of an **Event** that occurs on or after the **Retroactive Date** shown in the **Schedule**.

INDEMNITY AND LIMITS

The **Limit of Indemnity** stated in the **Schedule**, will be the maximum amount of **Our** liability inrespect of all claims for **Damages** and **Legal Costs** arising out of one **Occurrence**. Where the **Limit of Indemnity** is stated to be in the **Annual Aggregate** then **Our** liability for all claims for **Damages** and **Legal Costs** arising in any one **Annual Period** will be limited to the stated amount reflected in **Your Schedule**.

In the event of any **Occurrence** which forms the subject of indemnity by more than one **Section** or Extension of this **Policy** each **Section** or Extension will apply separately and will be subject to its own separate **Limit of Indemnity** provided always that the total amount of **Our** liability will be limited to the greatest **Limit of Indemnity** of availability under any one of the **Sections** or Extensions affording indemnity for the **Occurrence**.

Where more than one **Annual Period** applies to this **Policy**, following its renewal or replacement as the case may be, which may apply to an originating cause or source, then **Our** liability will be limited to the maximum **Limit of Indemnity** for any one such **Annual Period**.

Unless otherwise stated in the **Schedule**, the **Retroactive Date** for a new **Limit of Indemnity** after alteration of the **Limit of Indemnity**, will be the effective date of such alteration.

Renewal of this **Policy** from year to year will not have the effect of increasing the **Limit of Indemnity** applicable to each year or of accumulating the **Limit of Indemnity** from year to year.

All limits stated are payable after payment of the first amount payable by **You** as is applicable to the relevant claim.

If **We** allege that by reason of this **Section** that any claim for **Damages,** arising from **Bodily Injury** and / or **Damage** and **Legal Costs** is not covered by this **Policy**, then the burden of proving the contrary will rest upon **You**.

TERRITORIAL LIMITS

Cover provided is Worldwide, however, should **You**, carry out any **Business** from a premises and / or perform any contract work, the cover for **You** or such subsidiary will be restricted to the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe and Malawi, Mozambique, Zambia only.

It being understood that any claim brought against **You** will be subject to General Condition headed Law and Legal Jurisdiction.

SPECIFIC CONDITIONS

1. In the event of cancellation or non-renewal of this **Policy**, **You** may notify **Us** of an **Event** within 31 days of the termination of the **Policy**, provided that:

1.1. the **Event** took place during the **Annual Period**, subsequent to the **Retroactive Date** and prior to the termination of the **Policy**,

1.2. **You** have not failed to comply with the **General Condition** headed **Claims**,

1.3. **You** have not obtained insurance in substitution of this **Section** of this **Policy**.

Any subsequent claim first made against **You** as a result of such **Event** will be treated as if it had first been made on the last day preceding cancellation or non-renewal.

2. Any series of claims made against **You** by one or more claimants during any **Policy** period consequent upon an **Occurrence** will be treated as though they had first been made against **You** on the date that the **Event** was reported by **You** in terms of the General Condition headed Claims, or, if **You** were not aware of any **Event** which could have given rise to a claim, on the date that the first claim or series was first made against **You**.

3. When the facts do not speak for themselves and we (being **Yourself** and **Us**) cannot mutually agree when the **Bodily Injury** or **Damage** occurred then for the purposes of determining the indemnity granted:

3.1. The **Bodily Injury** will be deemed to have occurred when the claimant first consulted a qualified practitioner regarding such **Bodily Injury** whether or not it was correctly diagnosed at the time. If no such consultation took place, then the **Bodily Injury** will be deemed to have occurred when **You** were first advised of the **Bodily Injury**.

3.2. **Damage** will be deemed to have occurred when it first became evident to the claimant, even if the cause was unknown.

4. In the event that **You** subcontract any or part of the duties necessary to carry out the **Business**, it is agreed that **You** will continue to be indemnified (subject to the Terms, Exclusions and Conditions of this **Policy**) in respect of **Your** liability arising out of such duties.

Provided always that such duties will be sub-contracted only to **Suitably Qualified** persons and **We** will at all times retain all rights of recourse and remedies against such persons and **You** will give **Us** all reasonable assistance in executing such rights. (Refer to the General Condition headed Rights of Recourse.)

In the event of **Us** alleging that **You** are not entitled to indemnity under the provisions of this clause, by virtue of breach of any of the provisions set out above, the onus of proving the contrary will rest upon **You**.

5. Work away cover is included with regards to Non-**Contracting Activities** only. All Contractors Work Away cover must be elected and paid for under **Optional Extension** headed **Contacting Activities** Work Away.

MEMORANDUM

1. In respect of this **Section** only clause (1.1.) of the General Exclusion headed War, Riot and Terrorism Exclusion is amended:

"This **Section** does not cover any claim, cost, **Bodily Injury**, **Damage** or legal liability directly or indirectly caused by, happening through or occasioned by, in connection with or in consequence of :"

Clauses (1.1.1) to (1.1.8), (1.2.) and (1.3.) remain unaltered.

CLAUSES AND EXTENSIONS

1. ADDITIONAL INSURED EXTENSION

We will also, as though a separate policy had been issued to each, indemnify:

1.1 in the event of **Your** death, any personal representatives in respect of liability incurred by the **You**,

1.2 any of **Your** partners or directors or **Employees** (if **You** so request and such partner, director or **Employee** is named in the **Schedule**) against any claim for which **You** are entitled to indemnity under this **Section**,

1.3 to the extent required by the conditions of any contract and in connection with any liability arising from the performance of the contract, any employer named in any contract entered into by **You** for the purposes of the **Business,**

1.4 in respect of the activities of any social or sports club, welfare organisation, first aid, fire or ambulance service, canteen, or similar, belonging to or formed by **You** for the benefit of **Your Employees**:

1.4.1 any officer or member thereof,

1.4.2 any visiting sports team or member thereof.

Provided that:

1. **Our Aggregate** liability is not increased beyond the **Limits of Indemnity** stated in the **Schedule**,

2. any person or organisation to which this Extension applies is not entitled to indemnity under any other policy,

3. the indemnity under paragraph (1.1.), (1.2.) and (1.3.) applies only in respect of liability for which **You** would have been entitled to indemnity if the claim had been made against **Yourself**.

For the purpose of this Extension, **We** waive all rights of subrogation or action which **We** may have or acquire against any of the above, and each party to whom the indemnity hereunder applies will observe, fulfil and be subject to the Terms, Exclusions and Conditions (both General and Specific) of this insurance in so far as they can apply.

2. CROSS LIABILITIES EXTENSION

Where more than one **Insured** is named in the **Schedule**:

2.1 **We** will indemnify each **Insured** separately and not jointly, and

2.2 any liability arising between such **Insureds** will be treated as though separate policies had been issued to each.

Provided that:

2.3 **Our Aggregate** liability will not exceed the **Limit of Indemnity** stated in the **Schedule**.

3. TOOL OF TRADE EXTENSION

The Specific Exclusion headed Vehicles, Watercraft, Locomotives will not apply to the operation or use of any vehicle or plant, or any parts thereof, as a tool of trade, whether forming part of the vehicle or being attached to it. Provided that, **We** are not liable hereunder for any portion of liability that falls within the scope of any form of motor insurance or compulsory third-party insurance legislation, regardless of whether such insurance or legislation is in force or has been effected (refer to the Specific Exclusion headed Enactments). Furthermore, **We** will not be liable where **You** have effected any other form of motor insurance covering the same liability.

4. EMPLOYEES' AND VISITORS' PROPERTY EXTENSION

The Specific Exclusion headed Employees and Visitors' and Property will not apply to property belonging to any of **Your** partners, directors or **Employees** or any visitor to **Your** insured premises.

5. TRANSNET AND OTHER GOVERNMENT DEPARTMENTS EXTENSION

Regardless of the provisions of Specific Exclusion headed : Property and Vehicles, Watercraft, Locomotives, this **Section** extends to indemnify **You**:

5.1 against liability assumed by **You** 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,

5.2 against liability arising from loss of or damage to property belonging to Transnet while in **Your** custody or control,

5.3 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 **You** or on **Your** behalf at any railway siding.

6. UNATTACHED TRAILERS EXTENSION

The Specific Exclusion headed: Vehicles, Watercraft, Locomotives will as far as it relates to trailers, not apply in respect of any trailer not attached to and not having become unintentionally detached from any mechanically propelled vehicle.

Provided that, **We** are not liable hereunder for any portion of liability that falls within the scope of any form of motor insurance or compulsory third-party insurance legislation, regardless of whether such insurance or legislation is in force or has been effected (refer to the Specific Exclusion headed Enactments). Furthermore, **We** will not be liable where **You** have effected any other form of motor insurance covering the same liability.

7. EMERGENCY MEDICAL EXPENSES EXTENSION

We will indemnify **You** for all reasonable expenses incurred by **You** for such immediate medical treatment as may be necessary at the time of an accident causing **Bodily Injury** to any person who may be the subject of a claim for indemnity against **You** in terms of this **Section** provided that **You** have not admitted liability.

8. CAR PARKS / PARKING LOTS EXTENSION

Regardless of the provisions of Specific Exclusion headed Property **We** will indemnify **You** in respect of legal liability arising from loss of or **Damage** to vehicles and their contents and accessories, which is the property of **Your** tenants, customers, visitors, or **Employees** using parking facilities provided by **You**.

For the purpose of this extension 'parking facilities' means a cleared and designated area or building that is intended for parking vehicles temporarily.

9. TENANTS LIABILITY EXTENSION

The Specific Exclusion headed Property of this **Section** will not apply to premises occupied by **You** as tenant (but not as the owner) thereof.

10. GRATUITOUS ADVICE EXTENSION

Regardless of anything to the contrary contained in Specific Exclusion headed: Professional Advice or Treatment of Any Nature **We** will indemnify **You** in respect of the cover provided caused by **Your** unintentional failure to perform the legal duty to exercise due care owed to another person or party in providing technical information or advice to such person or party.

Provided that this **Section** will not provide cover for liability:

10.1. arising out of **Your** insolvency,

10.2. arising out of financial services and / or cost estimates provided by **You** or on **Your** behalf,

10.3. arising out of **Defamation**,

10.4. arising out of design, formula, supervision, treatment, or advice given by **You** or on **Your** behalf in exchange for a fee,

10.5. arising out of technical information or advice given in connection with a **Product** unless the **Optional Extension** for **Products** is included in the **Schedule** at an additional premium and provided that the cover provided is as set out in the **Optional Extension**.

If at the time of any event giving rise to a claim under this extension, indemnity is also provided under any other insurance, this extension will not be drawn into contribution with such other insurance except in respect of any excess over and above the amount payable by such other insurance.

11. ACQUISITIONS AND NEW BUSINESSES EXTENSION

The indemnity granted by this **Section** of the **Policy** extends to any company formed and / or acquired by **You** during the **Period of Insurance** for a period of 60 days of such formation and / or acquisition.

Provided always that:

11.1. the **Retroactive Date** in respect of such new company will be deemed to be the date when a newly formed and / or acquired company first purchased liability insurance of the type hereby insured on a "Claims Made" basis, subject to a declaration from the newly acquired company's previous management of no known or reported claims or circumstances likely to give rise to a claim at the date of acquisition. In the event of no such declaration, the **Retroactive Date** will be the date of such acquisition,

11.2. **Your Business** activities remain unchanged to that declared to **Us,**

11.3. the annual turnover of all newly formed and / or acquired companies does not exceed 10% of **Your** estimated annual turnover as advised to **Us** at inception hereof,

11.4. **You** need to advise **Us** of such formations and / or acquisitions before the expiry of 60 days thereof, and **We** may amend the terms of this **Section** of the **Policy** accordingly.

Subject otherwise to the terms, Exclusions, Conditions and Limitations of the **Policy**.

12. EU LIABILITY EXTENSION

Subject to the **Terms and Conditions** and Limitations, the following changes are made to this **Section** of the **Policy** in respect of "**Bodily Injury**" or "**Damage**" as insured by the **Products Liability Optional Extension** hereof, which results from goods or **Products** exported to any European Union (EU) country or any European Free Trade Association (EFTA) country.

Provided that in respect of these goods or **Products** (other than raw materials), **You** will implement and maintain a system in terms of which these goods or **Products** can be clearly identified by batch number or serial number or date stamp or other similar manner and **You** will note and maintain a record of the date on which the actual goods or products were first put into circulation.

This record will be maintained so as to provide the required detail for a minimum period of 10 years after the goods or **Products** were first put into circulation.

12.1. The information mentioned above together with all supporting documentation, will be made available to **Us** or **Our** nominee at any time on request.

12.2. In respect of this indemnity, **You** will be responsible for the first amount payable shown in the **Schedule** for this extension.

13. SPREAD OF FIRE EXTENSION

Spread of fire is covered under this **Section** of the **Policy** subject to the maximum Public Liability (**Claims Made Basis**) **Limit of Indemnity** stated in the **Schedule** provided that:

13.1. **Damage** to plantations, forests or sugar cane is limited to the Public Liability **Limit of Indemnity** stated in the **Schedule** or R5 000 000 whichever is the lesser amount, and

13.2. **You** will be liable for the first amount payable of 10% of the gross claim amount with a minimum of R5,000 (Maximum R25,000) for each and every claim in terms of this Extension.

Special Proviso:

13.3. It is a condition precedent to **Our** liability that **You** comply with all requirements for the prevention of spread of fire as contained in Forest Act No 122 of 1984 (as amended) or any replacement Act, Preservation of Agricultural Resources Act No 43 of 1983 (as amended), National Veld and Forest Fire Act No 101 of 1998 or substituted and all regulations promulgated in terms thereof as well as all other relevant statutory requirements.

14. STATUTORY LEGAL DEFENCE COSTS EXTENSION (CLAIMS MADE BASIS: IN THE ANNUAL AGGREGATE)

If **You** so request and **We** agree to provide cover in advance, **We** will indemnify **You** or any of **Your Employees**, partners or directors against costs , fees and expenses not exceeding the amount stated in the **Schedule** incurred by **You** or on **Your** behalf or any of **Your** employees, partners or directors, with **Our** consent in the defence of any prosecution actioned against **You** or any of **Your Employees**, partners or directors arising from an alleged contravention of any statute in the course of the **Business** during the **Annual Period**.

Provided that:

14.1. **We** will, in the case of an appeal, not indemnify such person unless a senior counsel approved by **Us** advises that such appeal should, in their opinion, succeed,

14.2. **We** will not indemnify such person in respect of any fine or penalty imposed or any loss consequent thereon,

14.3. such person will, as though they were the Insured, observe, fulfil and be subject to the Terms, Exclusions and Conditions of this **Policy** and this **Section** thereof in so far as they can apply,

14.4. if the prosecution arises from or in connection with any **Product**, **We** will only indemnify **You** or any of **Your Employees**, partners, or directors if the extension for **Products** Liability is stated in the **Schedule** to be included,

14.5. **Our** total liability under this Extension or any **Optional Extension** providing the same benefit will not exceed the **Limit of Indemnity** in respect of all claims made against **You** during the **Annual Period**.

15. WRONGFUL ARREST AND DEFAMATION EXENSION (CLAIMS MADE BASIS: IN THE ANNUAL AGGREGATE)

15.1. WRONGFUL ARREST

We will indemnify **You** in respect of claims arising out of **Wrongful Arrest** committed or alleged (other than by **You**) to have been committed by **You** in the course of the **Business**.

Provided always that:

15.1.1. no indemnity will be granted in respect of claims made against **You** by any person or persons other than those being or having been or alleged to have been arrested or under arrest, or their personal representatives.

15.2. DEFAMATION:

We will indemnify **You** in respect of claims arising out of defamatory statements, whether written or verbal, made by **You**.

Provided always that:

15.2.1. no indemnity will be granted in respect of claims which form the subject of **Wrongful Arrest**, or arising out of any publication in any written form whether electronic or otherwise, for example: any blog, social media platform, journal, magazine, newspaper and / or radio or television.

Our total liability under (15.1) or (15.2) or any **Optional Extension** providing the same benefit as stated in the **Schedule** will not exceed the **Limit of Indemnity** in respect of all claims made against **You** during the **Annual Period**.

OPTIONAL EXTENSIONS

1. EXTENDED REPORTING EXTENSION
(if stated to be included)

At **Your** option and subject to payment of an additional premium to be determined and subject to all the Terms, Exclusions and Conditions of this **Section**:

1.1. **We** will agree to extend the period during which **You** may report an event in terms of **General Condition** headed **Claims** for a period to be agreed, but

1.2. in no circumstances exceeding 36 months (hereinafter referred to as Extended Reporting Period) provided that:

1.2.1. this option may only be exercised in the event where **We** refuse to continue providing the required scope of cover,

1.2.2. this option must be exercised by **You** in writing within 31 days of cancellation or non- renewal,

1.2.3. once exercised, the option cannot be cancelled by either parties (being **Yourself** and/or **Us**),

1.2.4. **You** have not obtained insurance equal in scope and cover to this **Section** as expiring,

1.2.5. **We** will only be liable for an **Event**, matter or thing which occurred after the **Retroactive Date** stated in the **Schedule** but prior to date of cancellation or non-renewal,

1.2.6. claims first made against **You** or any reported **Event** by **You** during the Extended Reporting Period will be treated as if they were first made or reported on the last day preceding the cancellation or non-renewal,

1.2.7. the total amount payable by **Us** for claims made or reported **Events** during the Extended Reporting Period will not have the effect of increasing the **Limit of Indemnity** applicable as on the last day preceding the cancellation or non-renewal.

2. PRODUCTS LIABILITY EXTENSION (CLAIMS MADE BASIS: IN THE ANNUAL AGGREGATE)
(if stated to be included)

In respect of (2.1) **Products** and (2.2) **Defective** Workmanship, regardless of anything contained to the contrary in this **Policy** or any endorsement thereto it is noted and agreed that where legal liability is established in connection with a **Claims Series Event**, all such claims will be treated as a single **Event** for the purpose of determining the applicable **Policy Limits of Indemnity**, deductibles and any other relevant **Terms and Conditions.**

The date of loss of such a **Claims Series Event** will be deemed to be the date that **You** first advise **Us** in writing of the first claim within the **Claims Series Event.** In such circumstances **We** will include each related claim that may be considered for the purpose of establishing the date of loss.

For the purpose hereof the term **Claims Series Event** means a series of two or more claims arising from one originating cause or source which is attributable to services supplied by **You**.

2.1. PRODUCTS

Regardless of anything contained to the contrary in the Specific Exclusion headed **Products** (6.1) of this **Section We** agree to indemnify **You** in respect of insured **Events** happening anywhere in the territories stated in the **Schedule** and caused by any **Product** (excluding **Wrongful Delivery and Delivery of Incorrect Products**).

The amount payable under this **Optional Extension**, inclusive of any **Legal Costs** recoverable from **You** by a claimant or any number of claimants, and all other **Legal Costs** and expenses incurred with **Our** consent, for any **Occurrence** or during any one **Annual Period**, will not exceed in the **Aggregate** the **Limit of Indemnity** for this **Optional Extension** stated in the **Schedule**.

Additional specific exclusions (applicable to Products Liability extension):

This extension does not cover:

2.1.1. any cost of repair, alteration, recall, reconditioning, overhauling, re-installation, re-commissioning, modification or replacement of the **Product** or part thereof (inclusive of containers and labels) and / or the loss of use of any **Product** or part thereof which is or is alleged to be defective.

For the purposes of this additional specific exclusion the term "replacement" will be deemed to be inclusive of any credit or refund granted or alternative **Product** provided by or on **Your** behalf in lieu of replacement of the defective **Product**,

2.1.2. any cost of demolition, breaking out, dismantling, delivery, rebuilding, supply, installation or commissioning of the **Product** and any other property essential to such repair, alteration, or replacement unless physically **Damaged** by the **Product**,

2.1.3. the failure of any **Product** or any part thereof to fulfil its intended function or to perform as specified, formulated, designed, warranted, or guaranteed unless such failure results in **Bodily Injury** or **Damage**,

2.1.4. any **Products** intended to be installed and installed in, or intended to form part of and forming part of, an aircraft / **Drone** / unmanned aircraft,

2.1.5. any **Bodily Injury** or **Damage** (and associated **Legal Costs** and all other expenses) happening in the United States of America and / or Canada and / or their respective possessions or protectorates caused by or through or in connection with any **Products**, whether handled, sold or supplied by **You** or to **Your** order, if such **Products** have to **Your** knowledge, been exported to the United States of America and / or Canada and / or their respective possessions or protectorates by or on **Your** behalf.

2.1.6. any defect in any **Product** or any part thereof of which **You** were aware prior to the inception of this extension,

2.1.7. any **Negligent Advice** or **Professional Advice** in respect of any **Product**.

2.1.8. any business incorporating underground works, tunnelling and mining operations inclusive of all sub-contractors,

2.1.9. any consequential losses in respect of any mining activities (open cast and underground),

2.1.10. any **Damage** to property inclusive of consequential losses due to the use of explosives inclusive of demolition and / or excavations.

2.1.11. any **Damages** in respect of any **Product** (and associated **Legal Costs**) for manufacturers of tobacco / tobacco products.

2.1.12. any **Damages** in respect of any **Product** (and associated **Legal Costs**) for blood and blood **Products** which include blood preparations, sera, plasma and whole blood which are derived from human / animal blood intended for use as a drug.

2.1.13. any **Damages** in respect of any **Product** (and associated **Legal Costs**) for manufacturers of pharmaceuticals and implantable medical devices.

2.2. DEFECTIVE WORKMANSHIP

Regardless of anything contained to the contrary in the Specific Exclusion headed **Products** (6.2.) of this **Section We** agree to indemnify **You** in respect of insured **Events** caused by any defect or error in or omission from any work which is part of **Your Business** and which is performed by **You**, on **Your** behalf or for which **You** are legally liable after the completion and handing over of such work.

The amount payable under this **Optional Extension**, inclusive of any **Legal Costs** recoverable from **You** by a claimant or any number of claimants, and all other costs and expenses incurred with **Our** consent, for any **Occurrence** during any one **Annual Period**, will not exceed in the **Aggregate** the **Limit of Indemnity** for this **Optional Extension** stated in the **Schedule.**

Additional Specific Exclusions (applicable to **Defective Workmanship**):
This extension does not cover:

2.2.1. any cost of rectifying or recalling defective work,

2.2.2. any inefficacy of such work or because the work did not produce the result anticipated or claimed,

2.2.3. any **Injury, Damage or Damages** arising prior to the handing over of such work,

2.2.4. any defective design or specification**,**

2.2.5. any work on any aircraft or part thereof.

3. CONTRACTING ACTIVITIES WORK AWAY EXTENSION (CLAIMS MADE BASIS: EACH AND EVERY LIMIT)
(if stated to be included)

Regardless of anything contained to the contrary in Specific Exclusion headed **Contracting / Landscaping Activities** Work Away of this **Section We** agree to indemnify **You** by this **Optional Extension** in accordance with the cover provided for **Damages** arising out of **Bodily Injury** or **Damage** occurring during the **Annual Period** in connection with **Your Contracting Activities**.

Additional Specific Exclusions of **Contracting Activities** (Work Away)

This Extension does not cover:

3.1. any **Damage** for which indemnity is provided in terms of an Engineering Policy, whether insured or not (as defined under **Contracting Activities**),

3.2. any **Damage** caused by the intentional removal of support of any **Property**,

3.3. any **Damage** to **Property** on which **You** are working to the extent that such **Damage** results directly from the work, provided that this exclusion is limited to that work which is **Defective In Workmanship** or materials and which is the direct cause of **Damage** to **Property**.

3.4. any business incorporating underground works, tunnelling and mining operations inclusive of all sub-contractors,

3.5. any consequential loss in respect of any underground activities,

3.6. any **Damage** inclusive of any consequential loss due to the use of explosives inclusive of demolition and / or excavations,

3.7. any construction and maintenance of dams,

3.8. any sub-aqueous work and hydroelectric works,

3.9. any railways (other than private sidings),

3.10. any stevedores and dockside risks,

3.11. any ship breaking and ship repairing,

3.12. any work performed by contractors that do not hold a valid qualification or who are not **Suitably qualified,**

3.13. any work performed by contractors that did not successfully complete an internship (where prescribed by law),

3.14. any work performed by apprentices or assistants that are not authorised, and where such work is not performed under direct supervision, checked and signed off by a **Suitably Qualified Person** / contractor,

Further provided that **Our** liability will not exceed the **Limit of Indemnity** stated in the **Schedule** in respect of any one **Event**.

4. INCORRECT DISPENSING OF FUEL EXTENSION (CLAIMS MADE BASIS: IN THE ANNUAL AGGREGATE)
(if stated to be included)

Regardless of anything contained to the contrary in the Specific Exclusion headed Incorrect Dispensing of Fuel / Oil of this **Section We** agree to provide indemnity in accordance with the cover provided for loss or **Damage**, inclusive of expenses encountered for the cleaning of motor fuel or lubrication systems, arising out of the incorrect dispensing of fuel or oil by a trained petrol attendant which is in **Your** employment, and for which **Damage** occurs prior to or after the finalisation of the transaction, on condition that:

4.1. any indemnity for **Damage** is limited to the amount stated in the **Schedule** in any one **Annual Period** (In the Annual **Aggregate**),

4.2. any first amount payable by **You** will be the amount stated in the **Schedule** per **Event**,

4.3. **We** will not reimburse the actual cost of fuel or oil.

The amount payable under this **Optional Extension** for **Damages**, inclusive of any **Legal Costs** recoverable from **You** for any **Occurrence** during any one **Annual Period**, will not exceed in the **Aggregate** the **Limit of Indemnity** for this **Optional Extension** stated in the **Schedule**.

5. LANDSCAPING ACTIVITIES WORK AWAY EXTENSION (CLAIMS MADE BASIS: EACH AND EVERY LIMIT)
(if stated to be included)

Regardless of anything contained to the contrary in the Specific Exclusion headed **Contracting Activities / Landscaping Activities** Work Away of this **Section We** agree to indemnify **You** by this **Optional Extension** in accordance with the cover provided for **Damages** arising out of **Bodily Injury** or **Damage** occurring during the **Annual Period** in connection with **Your Landscaping Activities**.

Additional Specific Exclusions of **Landscaping Activities** (Work Away)

This Extension does not cover:

5.1. any **Pollution** and / or **Pollution Costs** and environmental impairment where such claims arise through the use of hazardous substances inclusive of but not limited to pesticides, herbicides, fertilizers or any other chemical to control pests or fungi, (Refer to the Specific Exclusion headed Pollution and Contamination)

5.2. any **Bodily Injury** or **Damage** related to restricted use pesticides,

5.3. any contract inclusive of but not limited to soil / water quality testing laboratories and excavation contractors, where a "hold harmless" agreement has been made,

5.4. any **Damage** related to removal or planting of trees or shrubs which alter the topography of a customer's property or which cause drainage problems,

5.5. any **Damage** caused by over or under watering,

5.6. any **Damage** caused by lack of pest management,

5.7. any **Damage** caused by poor nutrition,

5.8. any **Damage** caused by improper site selection,

5.9. any **Damage** or **Damages** relating to the relocation / removal / destruction of any tree, plant or shrub protected in terms of the National Forests Act (No. 84 of 1998) or any other legislation or statute.

6. COSMETOLOGIST LIABILITY EXTENSION (CLAIMS MADE BASIS: IN THE ANNUAL AGGREGATE) (if stated to be included)

Regardless of anything contained to the contrary in the Specific Exclusion headed **:** Professional Advice or Treatment of Any Nature of this **Section We** agree to indemnify **You** by this **Optional Extension** in accordance with the cover provided for **Damages** arising out of **Bodily Injury** or **Damage** occurring during the **Annual Period** in connection with advice or treatment administered, or service provided in the course of **Your Business** as **Cosmetologist.**

Provided that:

6.1. any advice or treatment will be given or administered by licensed **Cosmetologists** holding recognised qualifications and / or certificates of proficiency,

6.2. the indemnity granted will apply so far as apprentices are concerned only when they are assisting in a minor capacity in the administration of these treatments under the direct supervision of a **Suitably Qualified Cosmetologist,**

6.3. all utensils and appliances are kept clean, sterilised and in a proper state of efficiency at all times and all electrical apparatus are examined at intervals of not more than 12 months by a competent and registered service provider and that all parts found worn or damaged will be immediately replaced,

6.4. **You** need to comply with all test requirements i.e., sensitivity tests (not limited to this example) recommended or required by the manufacturers or suppliers prior to the use / application of or sale of any products i.e., dyes, tints, lotions, shampoos, waving lotions, creams or ointments (however not limited to these examples).

6.4.1. Should the result of the test (as per point 6.4. above) prove unsatisfactory, then **We** will not be liable to make any payment in respect of any **Damages** arising through or in connection with any subsequent treatment,

6.5. in respect of the use of preparations such as dyes, tints, lotions, shampoos, waving lotions, creams or ointments (however not limited to these examples), it is required that **You** have complied with the recommendations, requirements and precautions laid down by the manufacturers or suppliers or by statute,

6.6. **Your** customers are expressly notified of the name and nature of the risks or use of any products i.e., dyes, tints, lotions, shampoos, waving lotions, creams or ointments (however not limited to these examples) inclusive of cosmological procedures before such products are used or sold and before the commencement of any cosmological procedures,

6.7. only registered products are to be used.

This extension does not cover:

6.8. any claims arising directly or indirectly out of the cutting or puncturing of the skin, sunbed tanning as well as all surgical / medical aesthetic procedures i.e., injections of botulinum toxin, injections of hyaluronic acid and other fillers, chemical / superficial peels, medical cosmetology, aesthetic mesotherapy, shapes and cellulite control, hair transplantation, hair removal, laser treatments, aesthetic venous treatment, Aptos / contour threads, curl lifting, non-surgical liposuction, permanent make-up, lipotomy, carboxytherapy, facelifts and augmentations (however not limited to these examples);

6.9. any liability arising from or in connection with preparations such as dyes, tints, lotions, shampoos, waving lotions, creams, or ointments (however not limited to these examples) manufactured by **You** unless such preparations aforementioned are derived from registered products.

The amount payable under this **Optional Extension** for any one **Event** or series of **Events** with one originating cause or source or during any one **Annual Period** will not exceed in the **Aggregate** the **Limit of Indemnity** for this extension as stated in the **Schedule**.

7. HEALTH & FITNESS ACTIVITIES EXTENSION (CLAIMS MADE BASIS: IN THE ANNUAL AGGREGATE) (if stated to be included)

Regardless of anything contained to the contrary in Specific Exclusion headed **:** Health and Fitness Activities of this **Section We** agree to indemnify **You** by this **Optional Extension** in accordance with the cover provided for **Damages** arising out of **Injury** or **Damage** and happening in respect of an Event specifically in connection with the malfunctioning of health and fitness / exercise equipment, during the **Annual Period**, and at the risk premises as noted in the **Schedule**.

This extension does not cover :

7.1. any incorrect / misuse of any health and fitness / exercise equipment,

7.2. any unqualified staff in relation to health and fitness activities,

7.3. any qualified staff in relation to all health and fitness activities insofar as such loss, damage or expense arises through **Professional Advice or Treatment** in their capacity as instructor, coach, guide (but not limited to these examples) which would otherwise be covered in terms of a Professional Indemnity Policy.

Cover provided is subject to the following warranty:

7.4. Service Contract Warranty
It is warranted and agreed that a maintenance contract is to be in force with a reputable company in respect of health and fitness / exercise equipment.

Maintenance of all health and fitness / exercise equipment will be inclusive of but will not be limited to preventative maintenance of items, repair or replacing of components or any rectification of loss or damage or faults arising from normal operation as well as from ageing.

We will not indemnify **You** for **Damages** relating to **Bodily Injury** or **Damage** arising from **Your** failure to maintain equipment as stipulated.

8. WRONGFUL DELIVERY OF PRODUCTS EXTENSION (CLAIMS MADE BASIS: IN THE ANNUAL AGGREGATE) (if stated to be included)

Regardless of anything contained to the contrary in Specific Exclusion headed Wrongful Delivery of **Products** of this **Section We** agree to indemnify **You** by this **Optional Extension** in accordance with the cover provided for **Damages** incurred by the wrongful and / or incorrect delivery of **Products** during any **Annual Period** and will not exceed the **Limit of Indemnity** for this **Optional Extension** stated in the **Schedule**:

Provided that:

8.1. Cover provided will be for:

8.1.1. Mixed Goods delivery (Section 19(8) of the Consumer Protection Act); inclusive of

8.1.2. Surplus Goods delivery (Section 19(7) of the Consumer Protection Act).

8.2. But excluding cover for:

8.2.1. Delivery of Unsolicited goods (Section 21 of the Consumer Protection Act); inclusive of

8.2.2. The change to the place or time of the delivery (Section 19(6) of the Consumer Protection Act).

SPECIFIC EXCLUSIONS

We will not indemnify **You** in respect of:

1. EMPLOYEES & VISITORS

1.1. any liability consequent upon **Bodily Injury** to any of **Your Employees** arising from and in the course of their employment,

1.2. any **Damage** to any director, **Employee** and visitors clothing and personal effects.

2. PROPERTY

any **Damage** to:

2.1. **Property** owned by **You** or **Your Employees**,

2.2. **Property** leased or hired by or under hire purchase or on loan to **You** or **Your Employees**,

2.3. **Property** in **Your** care, custody, or control, but this exclusion will not apply:

2.3.1. to the premises (or the contents thereof) temporarily occupied by **You** for work therein or other property temporarily in **Your** possession for work thereon.

Provided that no indemnity is granted for **Damage** to the part of the premises (or the contents thereof) or other property on which **You** are working, or

2.3.2. premises tenanted by **You** to the extent that **You** would be held legally liable in the absence of any specific agreement, or

2.3.3. property belonging to any Rail Service Provider or any Government or Quasi Government Department, Provincial Administration, Municipality, or similar body whilst on any premises permanently occupied by **You**.

3. NEGLIGENT OR PROFESSIONAL ADVICE OR TREATMENT OF ANY NATURE

any liability consequent upon **Bodily Injury** or **Damage** 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 **Your** direction.

4. VEHICLES, WATERCRAFT, LOCOMOTIVES

any liability consequent upon **Bodily Injury** or **Damage** caused by or through or in connection with:

4.1. mechanically propelled vehicle or 4x4 type vehicle, inclusive of quadbikes and 3 wheelers and scooters and motorcycles (other than a bicycle or lawnmower or any pedestrian controlled garden equipment); or

4.2. trailer, or

4.3. marine liabilities and watercraft (other than non-motorised watercraft not exceeding 6 metres in length and used only on inland waterways or within 3 nautical miles of the shoreline), or

4.4. locomotive or rolling stock,

Provided that this exclusion will not relieve **Us** of **Our** liability to indemnify **You** in respect of liability consequent upon **Bodily Injury** or **Damage** caused or arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of any vehicle.

5. AIRCRAFT INCLUSIVE OF DRONES / MODEL AIRCRAFT OR UNMANNED AIRCRAFTS

any liability consequent upon **Bodily Injury** or **Damage** caused by or through or in connection with:

5.1. refuelling or defueling of aircraft, and / or

5.2. ownership, possession, maintenance, operation or use of aircraft inclusive of **Drones** / model aircraft / unmanned aircraft or an airline, or

5.3. ownership, hire or leasing of any airport, airstrip, or helicopter pad, or

5.4. contractors carrying out construction, repair, or installation work on aircraft or within the airside area of airports.

6. PRODUCTS / DEFECTIVE WORKMANSHIP

6.1. any liability consequent upon **Bodily Injury** or **Damage** or in any way caused by or through or in connection with **Product** (inclusive of containers, labels, and food / drink poisoning),

6.2. **Defective Workmanship** whether relating to a **Product** or not.

7. VIBRATION AND REMOVAL OF SUPPORT

any liability consequent upon **Bodily Injury** or **Damage** caused by or through or in connection with vibration or the removal or weakening of or interference with support to any land, building or other structure.

8. POLLUTION

8.1. any **Pollution** / contamination or Pollution Costs, provided always that:

8.1.1. this exclusion will not apply where such **Pollution** is caused by one individual and sudden, unintended and unforeseen **Occurrence**,

8.1.2. any environmental impairment and any liability flowing therefrom as a result of **Pollution** or contamination is specifically excluded from this insurance offering.

This Exclusion will not extend the **Policy** to cover any liability which would not have been covered under this **Policy** in the absence of this Exclusion. (Refer to the General Exclusion headed Pollution and Contamination Exclusion.)

9. FINES, PENALTIES OR OTHER DAMAGES

any fines, penalties, punitive, exemplary, or vindictive **Damages**.

10. USA AND CANADA JUDGMENTS, AWARDS OR SETTLEMENTS

any **Damages** in respect of judgments, awards or settlements made in the United States of America and / or Canada and / or their respective possessions or protectorates (or to any order made anywhere in the world to enforce such judgment, award, or settlement either in whole or in part).

11. EVENTS KNOWN TO YOU AND PRIOR ACTS

any claim resulting from or in connection with any Event known to **You**, **Your** directors and officers (inclusive of **Your** Subsidiaries):

11.1. which occurred before the inception of this **Section** or any extension thereof,

11.2. which has not been reported to **Us** in terms of the General Condition headed Claims.

12. FIRST AMOUNT PAYABLE

12.1. Any first amount payable as stated in the **Schedule / Annexure / Addendum** in respect of any one claim.

12.1.1. The provision of this Specific Exclusion applies regardless of whether the claim is for **Damages** or **Legal Costs** incurred.

13. DELIBERATE OR INTENTIONAL ACTS

any liability resulting from or arising out of any deliberate, conscious, or intentional act or failure by **You**, **Your** directors, officers, management or employees, inclusive of the deliberate, conscious, or intentional disregard of the need to take reasonable precautions to prevent any **Event** which may give rise to a claim.

14. UNLAWFUL COMPETITION

14.1. any claim or claims whether actual or alleged howsoever arising in connection with or based upon or arising from or in any way involving:

14.1.1. actual or alleged unlawful competition,

14.1.2. unfair practices,

14.1.3. abuse of monopoly power,

14.1.4. cartel activities, or

14.1.5. as may otherwise arise from or be based upon or relate to any breach of a provision of the Competition Act no. 89 of 1998 (as amended) or any similar provision, act or regulation as may be in force in any jurisdiction or country in which **Your** liability arose.

15. ASBESTOS

any claim or claims whether actual or alleged in respect of loss or losses 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.

16. INCORRECT DISPENSING OF FUEL / OIL

any incorrect dispensing of fuel / oil into customers vehicles by filling station employees.

17. CONTRACTING ACTIVITIES / LANDSCAPING ACTIVITIES WORK AWAY

any liability caused by or in connection with or arising from work undertaken away from **Your** premises and in respect of any **Contracting Activities or Landscaping Activities** .

18. HEALTH AND FITNESS ACTIVITIES

any actual or alleged liability whatsoever for any claim or claims in respect of personal **Bodily Injury**, loss or **Damages** directly or indirectly arising out of, resulting from, in consequence of or contributed by personal training as well as any and all health and fitness centre related fitness / exercise activities inclusive of gymnasiums.

19. CONTRACTUAL LIABILITIES

any lability assumed under a contract or agreement unless such liability would have attached in the absence of such contract or agreement.

20. DEPRECIATION

any claim arising from or contributed to by depreciation (or failure to appreciate) in value of any investment, inclusive of securities, commodities, currencies, options and future transactions, or as a result of any actual or alleged representation, guarantee or warranty provided by or on **Your** behalf as to the performance of any such investments.

21. FLUCTUATIONS IN VALUE

any legal liability arising from or contributed to by loss of value, surrender value or cancellation value of any leased **Product** or service as a result of fluctuations in value of such **Product** or service.

22. INSOLVENCY

any insolvency whether **Yours** or that of **Your** principals / **Employees**.

23. WRONGFUL DELIVERY OF PRODUCTS

any **Product** wrongfully delivered inclusive of incorrect **Products** delivered.

24. RETROACTIVE DATE

any **Event** which happens prior to the **Retroactive Date** stated in the **Schedule**.

25. PROFESSIONAL ACTIVITIES

any actual or alleged negligent act, error or omission by **You** or on **Your** behalf or by or on behalf of those for whom **You** are legally responsible, in the conduct, performance or execution of any professional activity or duty.

26. WARRANTY OR EXTENDED WARRANTY BUSINESS

any lability assumed under warranty or extended warranty business of any type whether related to a **Product** or not.

27. PRODUCTS GUARANTEE

any **Products** guarantee (inclusive of Inefficacy), tampering, financial guarantee, performance guarantee, contractual penalties and **Products** integrity impairment of whatsoever nature.

28. COPYRIGHT, TRADEMARK OR INFRINGEMENT

any infringement of copyright, trademark, or patent infringement claims.

29. PRODUCTS RECALL

any liability or costs associated with or in any way connected with **Products** recall.

30. ADVERTISING LIABILITY

any liability or costs associated with or in any way connected with advertising liability.

31. EVENT LIABILITY

any liability or costs associated with or in any way connected with **Your** participation, co-ordination, or supply of services at any event whether public or private and / or exhibitions, concerts, festivals, fairs, conferences, trade shows however, not limited to these examples.

32. CYBER LIABILITY AND DATA

any liability in connection with, arising from or in connection with a claim for which indemnity should be provided by a Cyber Insurance Policy or which should have been insured by way of a Cyber Insurance Policy,

32.1. any liability resulting from the processing of personal information and any exposure which should be insured under a Cyber liability policy.

33. ENACTMENTS

any liability or costs associated with or in any way connected with compensation provided by any statutory enactment, regardless of whether the applicable legislative fund is incapable of providing such compensation.

34. GENERAL EXCLUSIONS

any claim directly or indirectly occasioned by or through or in consequence of any peril / event or circumstance referred to in the General Exclusions of this **Policy.**

35. ELECTROMAGNETIC FIELDS

any **Damages** caused by or linked to exposure to electromagnetic fields or radiation, inclusive of but not limited to chronic low-level exposure (such as but not limited to Wi-Fi, power lines and similar) and acute or industrial exposure (such as strong radiofrequency sources.)

SECTION 14: EMPLOYERS LIABILITY

DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1. **Bodily Injury:** means death, physical injury, mental injury, illness (mental or physical) or disease of or to any person.

2. **Claims Made Basis**: means that this **Section** of the **Policy** provides indemnity for claims that are made against **You** during of the **Annual Period** but only in relation to **Events** that occurred on or after the retroactive date stated on the **Schedule**.

3. **Damage**: means actual physical loss of possession or control of, or actual physical damage to **Property**.

4. **Damages** means monetary compensation (which term will be inclusive of claimant's legal costs and expenses) that is awarded against **You** by a court of law, or for which **You** will become legally liable within the ambit of the civil or criminal justice system.

5. **Employee** means a person who has entered into and works under a contract of service or apprenticeship or learnership with **You**, whether the contract is express or implied, oral or in writing, and whether the remuneration is calculated by time or by work done or is in cash or in kind, inclusive of but not limited to:

5.1. a casual person employed for the purpose of **Your Business**,

5.2. a director or member of a body corporate who has entered into a contract of service or apprenticeship or learnership with the body corporate, in so far as acting within the scope of their employment in terms of such contract,

5.3. a person who is provided by a labour broker against payment to a client for the rendering of a service or for the performance of work, and for which such service or work such person is remunerated by the labour broker,

5.4. in the case of a deceased **Employee**, their dependants, and in the case of an **Employee** who is a person under disability, a curator acting on behalf of such **Employee**, but does not include –

1. a person in the employ of the State inclusive of local, provincial and national state authorities, performing:

1.1. military service or undergoing training referred to in the Defence Act, 1957 (Act No. 44 of 1957), and who is not a member of the Permanent Force of the South African Defence Force, a member of the Permanent Force of the South African Defence Force while on "service in defence of the Republic" as defined in Section 1 of the Defence Act, 1957,

1.2. a member of the South African Police Force while employed in terms of Section 7 of the Police Act, 1958 (Act No. 7 of 1958), on "service in defence of the Republic" as defined in Section 1 of the Defence Act, 1957,

1.3. a person who contracts for the carrying out of work and such person engages other persons to perform such work,

2. a domestic **Employee** employed as such in a private household.

6.	**Each and Every Limit (EEL):**	means the amount payable, inclusive of **Damages** recoverable from **You** by a claimant or any number of claimants, **Legal Costs** incurred with **Our** consent for any **Occurrence** all of which will not exceed the **Limit of Indemnity** stated in the **Schedule**.
7.	**Event:**	means any circumstance or incident which may give rise to a claim for indemnification as insured under this **Section** of the **Policy**.
8.	**In the Annual Aggregate / Aggregate Limit (AGG):**	means a pre-determined Rand amount up to which the **Policy** will cover **You** each **Annual Period**, regardless of the number of claims submitted or **Legal Costs** associated with these claims.
9.	**Legal Costs**:	means costs, charges and expenses which **We** incurred or which **You** incurred with **Our** prior consent: **9.1.** in the defence or settlement of any claim under this **Section** of the **Policy** or any legal proceeding, action or prosecution brought against **You** in respect of **Bodily Injury** or **Damage** or other liability as insured in terms of this **Section** of the **Policy**. **9.2.** in the representation at any inquest or accident inquiry in respect of **Bodily Injury** which may form the subject of indemnity under this **Section** of the **Policy**.
10.	**Limit of Indemnity**:	means the **Sum Insured** stated in the **Schedule / Annexure / Addendum**.
11.	**Occurrence**:	means an **Event** or series of **Events** arising out of one originating cause or source.
12.	**Retroactive Date:**	means the starting point from which cover is provided for in terms of this **Section** of the **Policy** and where claims are made against **You** during the **Annual Period**.

COVER PROVIDED (CLAIMS MADE BASIS: EACH & EVERY LIMIT)

We will indemnify **You** for **Damages** which **You** will become legally liable to pay consequent upon **Bodily Injury** of any **Employee** under a contract of service or apprenticeship within **Your Business**, which occurred in the course of and in connection with **Your** employment of such **Employee**, 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 **You** in writing during the **Annual Period.**

THE LIMIT OF INDEMNITY

The amount payable, inclusive of any **Legal Costs** recoverable from **You** by a claimant or any number of claimants, and all other **Legal Costs** incurred with **Our** consent for any one **Occurrence**, will not exceed the **Limit of Indemnity** stated in the **Schedule**.

Unless otherwise stated in the **Schedule**, the **Retroactive Date** for a new **Limit of Indemnity** after alteration of the **Limit of Indemnity**, will be the effective date of such alteration.

Renewal of this **Policy** from year to year will not have the effect of increasing the **Limit of Indemnity** applicable to each year or of accumulating the **Limit of Indemnity** from year to year.

TERRITORIAL LIMITS

Cover provided is Worldwide, however, should **You**, carry out any **Business** from a premises and / or perform any contract work, the cover for **You** or such subsidiary will be restricted to the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe and Malawi, Mozambique, Zambia only.

SPECIFIC CONDITIONS

1. In the event of cancellation or non-renewal of this **Policy**, **You** may notify **Us** of an **Event** within 31 days of the termination of the **Policy**, provided that:

1.1. the **Event** took place during the **Annual Period**, subsequent to the **Retroactive Date** and prior to the termination of the **Policy**,

1.2. **You** have not failed to comply with the General Condition headed Claims,

1.3. **You** have not obtained insurance in substitution of this **Section** of this **Policy**.

Any subsequent claim first made against **You** as a result of such **Event** will be treated as if it had first been made on the last day preceding cancellation or non-renewal.

2. Any series of claims made against **You** by one or more claimants during any **Policy** period consequent upon an **Occurrence** will be treated as though they had first been made against **You** on the date that the **Event** was reported by **You** in terms of the **General Condition** headed **Claims**, or, if **You** were not aware of any **Event** which could have given rise to a claim, on the date that the first claim or series was first made against **You**.

CLAUSES AND EXTENSIONS

1. PRINCIPALS EXTENSION

Where a principal inclusive of **Yourself** is liable for the same **Damages** and where any contract or agreement between a principal and **Yourself** so requires, **We** will, regardless of Specific Exclusion 1, indemnify the principal in like manner to **Yourself** but only so far as concerns the liability of the principal to an **Employee** as aforementioned for **Bodily Injury** of such person resulting from **Your** negligence or that of **Your Employees** provided that:

1.1 in the event of a claim in terms of this extension, **You** will endeavour to arrange with the principal for the conduct and control of all claims to be vested by **Us**,

1.2 the principal will, as though they were **You** fulfil and be subject to the Terms, Exclusions and Conditions (both General and Specific) of this **Policy** in so far as they can apply,

1.3 **Our** liability of is not hereby increased.

OPTIONAL EXTENSIONS

1. EXTENDED REPORTING EXTENSION
(if stated to be included)

At **Your** option and subject to payment of an additional premium to be determined and subject to all the Terms, Exclusions and Conditions of this **Section**:

1.1. **We** will agree to extend the period during which **You** may report an event in terms of **General Condition** headed **Claims** for a period to be agreed, but

1.2. in no circumstances exceeding 36 months (hereinafter referred to as Extended Reporting Period) provided that:

1.2.1. this option may only be exercised in the event where **We** refuse to continue providing the required scope of cover,

1.2.2. this option must be exercised by **You** in writing within 31 days of cancellation or non- renewal,

1.2.3. once exercised, the option cannot be cancelled by either parties (being **Yourself** and/or **Us**),

1.2.4. **You** have not obtained insurance equal in scope and cover to this **Section** as expiring,

1.2.5. **We** will only be liable for an **Event**, matter or thing which occurred after the **Retroactive Date** stated in the **Schedule** but prior to date of cancellation or non-renewal,

1.2.6. claims first made against **You** or any reported **Event** by **You** during the Extended Reporting Period will be treated as if they were first made or reported on the last day preceding the cancellation or non-renewal,

1.2.7. the total amount payable by **Us** for claims made or reported **Events** during the Extended Reporting Period will not have the effect of increasing the **Limit of Indemnity** applicable as on the last day preceding the cancellation or non-renewal.

MEMORANDUM

1. In respect of this **Section** only clause (1.1.) of the General Exclusion headed War, Riot and Terrorism Exclusion is amended:

"This **Section** does not cover any claim, cost, **Bodily Injury**, **Damage** or legal liability directly or indirectly caused by, happening through or occasioned by, in connection with or in consequence of :"

Clauses (1.1.1) to (1.1.8), (1.2.) and (1.3.) remain unaltered.

SPECIFIC EXCLUSIONS

We will not indemnify **You** in respect of:

1. any **Damages** for liability assumed by **You** under any contract, undertaking or agreement where such liability would not have attached to **You** in the absence of such contract, undertaking or agreement,

2. any **Damages** for **Bodily Injury** or impairment attributable to or a gradually operating cause which does not arise from a sudden and identifiable accident or **Event**,

3. any **Damages** for industrial and / or mining related diseases,

4. any **Damages** for fines, penalties, punitive, exemplary or vindictive **Damages**,

5.

5.1. any **Damages** in respect of judgments **NOT** delivered or obtained in the first instance by a court of competent jurisdiction within the Republic of South Africa,

5.2. any **Legal Costs** of litigation recovered by any claimant from **You** which are not incurred in and recoverable in the area described in (5.1.) above,

6. any claim arising from an **Event** known to **You** which is not reported to **Us** in terms of General Condition headed Claims or arising prior to inception of this **Section**,

7. any claim (in the event of cancellation or non-renewal of this **Section**) not first made in writing against **You** within the 48-month period (or extended period in respect of minors) as specified in Specific Condition 1,

8. **Damages** for liability assumed in terms of The Compensation for Occupational Injuries and Diseases Act No 130 of 1993 (COID Act) as amended also refer to General Condition 2 headed Other / Dual Insurance, or Other similar legislation in other countries.

9. for **Employees** acting contrary to any law applicable to their employment or to any instruction of the Employer.

10. arising from the wilful misconduct of an **Employee** unless that wilful misconduct causes serious disablement or death prejudicing a dependent who is completely financially dependent.

11. where an **Employee** is employed outside of South Africa for a continuous period of 12 months or longer.

12. for any **Employee** who refuses or wilfully neglects medical treatment.

13. any liability resulting from the processing of **Employee** personal information and any exposure which should be insured under a Cyber liability policy.

14. any claim directly or indirectly occasioned by or through or in consequence of any peril / event or circumstance referred to in the General Exclusions of this **Policy.**

15. any **Damages** caused by or linked to exposure to electromagnetic fields or radiation, inclusive of but not limited to chronic low-level exposure (such as but not limited to Wi-Fi, power lines and similar) and acute or industrial exposure (such as strong radiofrequency sources.)

EXCLUSION WITH REGARDS TO DANGEROUS OCCUPATIONS

We will not indemnify **You** in respect of any claim arising out of **Damages** arising out of or related to or in respect of:

1. any mining related activities,

2. any occupational, industrial, employment related disease caused by or contributed to by or precipitated by prolonged or repeated exposure to substances of any sort, factors or circumstances peculiar to any industry, particular employment, occupation, workplace or working environment.

SECTION 15: DIRECTORS AND OFFICERS LIABILITY

DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1. Company / The Company: means any company comprising of **The Company** named in the **Schedule** and any **Subsidiary** of the named **Company**.

2. Directors: the term is inclusive of:

2.1. board members of **The Company** (inclusive of Executive / Non-Executive **Directors**), as well as former **Directors**, alternate **Directors** and **The Company** secretary,

2.2. a prescribed officer as defined in **The Act**,

2.3. a person who is a member of a committee of the board of **The Company**, inclusive of the audit committee,

2.4. employees of **The Company** to the extent that such employees are acting in a managerial or supervisory capacity within **The Company** or are construed so to be within the meaning of any applicable law or regulation governing such matters.

3. Damages: means the amount awarded by the courts against the **Directors** and inclusive of the claimant's costs.

4. Employment Related Wrongful Act: means any actual or alleged breach of the Employment Equity Act (No 55 of 1998) as amended or similar legislation.

5. Environmental Impairment / Hazard : means

5.1. actual, alleged, or threatened:

5.1.1. ingestion, inhalation, absorption, release, escape, discharge, dispersal, seepage of, contact with, or exposure to, **Pollutants**,

5.1.2. subsequent spread, migration, or movement of **Pollutants** following (5.1.1.) above,

5.2. 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 You or third parties.

5.3. the breach of any legislation relating to the aforegoing.

6. In the Annual Aggregate / Aggregate Limit (AGG): means a pre-determined Rand amount up to which the **Policy** will cover **You** each **Annual Period**, regardless of the number of claims submitted or **Prosecution Costs** associated with these claims.

7. Limit of Indemnity: means the **Sum Insured** stated in the **Schedule / Annexure / Addendum**.

8. North America: means the United States of America and / or Canada and / or their respective possessions or protectorates; and any territory operating under the laws of or subject to the jurisdiction of courts of the aforementioned territories.

9. Occurrence of a Wrongful Act: means an instance of a **Wrongful Act** or continuous or repeated and related **Wrongful Acts** done or wrongly attempted by **You** which unexpectedly or unintentionally, result in liability as insured by this **Policy**.

When the **Occurrence** of **Wrongful Act** cannot be fixed or attributed to a particular date, for the purposes of this **Policy**, the **Wrongful Act** will be deemed to have occurred when **You** first had any knowledge thereof.

10. Pollutants : means any solid, liquid, gaseous, or thermal irritants, which are inclusive of , smell, odours, vapour, humidity, fumes; smoke, soot or other airborne particulates, acids, alkalis, chemicals and waste, or other substances or contaminants, bacteria, moulds or other fungi (inclusive of but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi); electromagnetic waves; noise, vibrations; or other emission of effluent or noxious substances into or upon the soil, the atmosphere or any watercourse or body of water which allegedly adversely changes or affects the natural state or condition of the soil, the atmosphere or any watercourse or body of water; the depositing or storing of effluent, noxious substances nuclear material or nuclear waste, 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.

11. Prosecution Costs: means the legal and other professional fees, costs and expenses, incurred by **You** with **Our** prior written consent (which will not be unreasonably withheld) to bring legal proceedings to obtain and discharge or revocation of:

11.1. an order disqualifying **You** from holding office as **The Company Director** in terms of Section 69 of **The Act** or similar provision in any other jurisdiction,

11.2. an interim or interlocutory order:

11.2.1. confiscating, forfeiture, controlling, suspending or freezing rights of ownership of **Your** real property or personal property or personal assets, or

11.2.2. a charge over **Your** real property or personal assets, or

11.3. an order of court imposing a restriction of **Your** liberty, or

11.4. the deportation of **Yourself** following revocation of otherwise proper, current and valid immigration status for any reason other than **Your** conviction of a crime.

12. Reckless Trading: means the carrying on of the **Business** in a reckless manner, with gross negligence, with the intent to defraud any person, for any fraudulent purpose or trading under insolvent circumstances as described in **The Act** or similar legislation.

13. Retroactive Date: means the starting point from which cover is provided for in terms of this **Section** of the **Policy** and where claims are made against **You** during the **Annual Period**.

14. Securities Claim : means any claim which in whole or in part is:

14.1. brought by one or more Securities holders of **The Company**, in their capacity as such, or

14.2. based upon, arising out of or attributable to the purchase or sale of, or offer to purchase or sell, any equity or debt Securities issued by **The Company**, whether such purchase, sale or offer involves a transaction with **The Company** or occurs in the open market (inclusive of without limitation any such Claim brought by a governmental regulatory body or any other claimant).

15. Securities: means any shares in the capital of a **Company** and is inclusive of stock and debentures convertible into shares and any rights or interests in a **Company** or in respect of any such shares, stock or debentures.

16. Subsidiary: means any company which **The Company** or a **Subsidiary** of **The Company** control through: -

16.1. holding a majority of the voting rights, or

16.2. the right to appoint or remove a majority of its board of Directors; or

16.3. controlling alone, or pursuant to a written agreement with other shareholders or members, a majority of the voting rights therein.

In respect of any **Subsidiary**, coverage for any **Wrongful Act** committed after the effective date of sale or dissolution will cease as of the effective date of sale or dissolution of that **Subsidiary**.

17. The Act: means the Companies Act (No 71 of 2008) as amended or similar legislation.

18. Wrongful Act: means actual or alleged wrongful breach of duty, error, negligence, act, omission, misstatement, or misleading statement, by **You** in **Your** capacity as **Director**, inclusive of an **Employment Related Wrongful Act**.

19. You / Your / Yours / Yourself / Insured either in the singular or plural means natural persons who are **Directors** of **The Company** acting in such capacity.

COVER PROVIDED (CLAIMS MADE BASIS: IN THE ANNUAL AGGREGATE)

1. **We** will indemnify **You** in accordance with the law and procedures applicable anywhere in the world, but not in respect of any judgment, award or settlement obtained either in whole or in part within **North America** to enforce such judgement, award or settlement whether by way of reciprocal agreements or conventions or otherwise, to:

1.1. claims first made against **You** jointly and / or severally during the **Annual Period** forwhich **You** will become legally liable to pay compensation,

1.2. claims first made against **You** during the **Annual Period** for which **You** are legally liable,

Where **We** have indemnified **You**:

1.3. **Prosecution Costs** incurred by **You** during **Annual Period** with **Our** written consent in the defence of any claim which is the subject of indemnity by (1.1.) and (1.2.) above following upon an **Occurrence of a Wrongful Act** / Mismanagement.

1.4. **We** will where permitted by law advance costs, charges and expenses incurred by **You** during the **Annual Period** with **Our** written consent for defence of allegations of any criminal act, wilful misconduct, wilful breach of trust, **Reckless Trading** or breach of authority where the proceedings are abandoned or exculpate the **Director**. All costs, charges and expenses advanced in terms of Section 78(4)a of **The Act** or similar provision in any other jurisdiction, will be repaid to **Us** should the defence be unsuccessful.

2. LIMIT OF INDEMNITY

Our total liability to pay the indemnity granted under this **Policy** for will not exceed the **Limit of Indemnity** stated in the **Schedule** in the aggregate during the **Annual Period**.

Should any Limit of Indemnity be altered during the **Period of Insurance**, the previous **Limit of Indemnity** will apply to all claims made against **You** or circumstances notified to **Us** prior to the date of such alteration.

Unless otherwise stated in the **Schedule**, the **Retroactive Date** for a new **Limit of Indemnity** after alteration of the **Limit of Indemnity**, will be the effective date of such alteration.

Renewal of this **Policy** from year to year will not have the effect of increasing the **Limit of Indemnity** applicable to each year or of accumulating the **Limit of Indemnity** from year to year.

SPECIFIC CONDITIONS

1. **We** will not be liable for claims made, or incidences reported against **You** and notified to **Us** of any other policy attaching in a period prior to the **Period of Insurance** stated in the **Schedule** for the **Occurrence of a Wrongful Act** known to **You** at the inception of this **Policy** which could reasonably have been foreseen to give rise to a claim against **You** nor for **Occurrences of Wrongful Acts** prior to the applicable **Retroactive Date** stated in the **Schedule**.

Provided that nothing contained within this Condition will be interpreted as releasing **You** from **Your** obligation to reveal as a **Material Fact** all details of claims made or outstanding or events likely to give rise to a claim.

2. **We** may at any time pay **You** in connection with any claim or series of claims under this **Policy** to which a **Limit of Indemnity** is applicable, the amount of such Limit (after deduction of any sum or sums already paid) or any lesser amount for which such claim or claims can be settled. Upon such payment being made **We** will relinquish the control and conduct of such claim or claims and be under no further liability in connection therewith.

3. This **Policy** will not be drawn into contribution with any other insurance indemnity effected by **You** except in respect of any excess beyond the amount payable under such other insurance.

4. In the event of the takeover or merger of **The Company** or the sale of its assets by or with any other organisation, the indemnity provided hereunder is amended to apply only to claims immediately notified by reason of **Wrongful Acts** committed by **You** prior to the date of such takeover or merger or sale of its assets, and **We** reserve the right thereafter to discontinue cover or renegotiate terms should the need arise.

5. It is a condition precedent to **Your** right to indemnity under this **Policy** that the following criteria is met from inception and throughout the currency of the **Policy**:

5.1. the Annual turnover of **The Company** must be less than R50 000 000 and the Total Assets must not exceed R100 000 000,

5.2. **The Company** must be operating at a profit and **Your** Assets must exceed **Your** liabilities at all times,

5.3. A positive equity status is to be upheld.

You and / or **Your** authorised representatives will notify **Us** immediately upon becoming aware of any changes to the abovementioned criteria, failing which **We** will be entitled to avoid the **Policy** from the date from which the criteria is no longer met.

CLAUSES AND EXTENSIONS

1. THE ESTATES, HEIRS, SPOUSE, LEGAL REPRESENTATIVES OR ASSIGNEES EXTENSION

The cover provided to **You** will also apply to the following, but only in respect of any **Wrongful Act** committed or alleged to have been committed by **You** while serving in **Your** capacity as **Director**, officer or employee of **The Company**:

1.1. the estates, heirs, legal representatives or assignees (and any other legal entity not excluded by local statute from fulfilling similar functions) of such **Directors** in the event of their death, incapacity, bankruptcy or insolvency,

1.2. the lawful spouses of such **Directors** but only for claims brought against such spouses solely by reason of their status as lawful spouses of such **Directors**, and such spouse's ownership or interest in property which the claimant seeks as recovery for an alleged **Wrongful Act** of **Yours**.

All sums which such spouse becomes legally liable to pay on account of such claim will be treated as a loss which **You** would have become liable to pay had the claim been made against **You**.

2. DEFAMATION EXTENSION

In consideration of the premium charged it is confirmed and agreed that the definition of **Wrongful Act** is amended to be inclusive of libel, slander and defamation of character attempted by any **Director** in their respective capacities as a **Director** of **The Company**.

3. NEW SUBSIDIARIES EXTENSION

In the case of any new **Subsidiary** created or acquired during the **Period of Insurance** cover is extended as follows:

3.1. if the newly created or acquired **Subsidiary's** gross consolidated assets declared in the latest audited report and accounts exceed the amount stated in the **Schedule**, or has previous claims history, **The Company** will give such information as **We** may require and will pay any reasonable premium required **Us** within 45 days of such creation or acquisition. Coverage only applies for **Wrongful Acts** committed or alleged to have been committed after such creation or acquisition,

3.2. if the newly created or acquired **Subsidiary's** gross consolidated assets declared in the latest audited report and accounts do not exceed the amount stated in the **Schedule** and does not have previous claims history the cover applies automatically without payment of an additional premium. Coverage only applies for **Wrongful Acts** committed or alleged to have been committed after such creation or acquisition.

Provided that this Extension will not be granted to any such **Subsidiary** domiciled in **North America.**

4. INVESTIGATION AND INQUIRY COSTS

Coverage is automatically extended to be inclusive of costs, charges and expenses incurred by **You** during the **Annual Period** with **Our** written consent for legal representation arising out of attendance at any official investigation, examination, inquiry or other proceedings ordered or commissioned by any regulatory authority empowered to investigate the affairs of **The Company**.

OPTIONAL EXTENSIONS

1. MAJOR SHAREHOLDER

Regardless of Specific Exclusion headed Major Shareholder and subject to the **Terms and Conditions**, **We** agree that subject to the payment of an additional premium and upon receipt of a fully completed proposal form together with **Your** recent audited financials that cover will be extended to be inclusive of claims instigated or made by members holding more than 25% of the **Company's** shares, stock or debentures.

SPECIFIC EXCLUSIONS

We will not indemnify **You** for any claim based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

1. ILLEGAL / CONTRARY TO PUBLIC POLICY

1.1. any criminal act other than costs as provided under (1.4.) of the cover provided,

1.2. **You** gaining any personal profit, reward or advantage or receiving any remuneration to which **You** were not legally entitled,

1.3. any allegation that the **Directors** improperly benefited from **Securities** transactions as a result of information that was not available to other sellers or purchasers of such **Securities**,

1.4. any nature whatsoever by which it is sought to affect the price of, or marketing, any shares and / or debentures of **The Company**, or of any foodstuff or raw material or commodity or currency, or of any negotiable instrument, other than dealings carried out in accordance with all laws, rules and regulations applicable to such dealings.

1.5. any act which is deemed to be uninsurable under any law applicable to this **Policy**.

2. TRUSTEES

You in **Your** capacity as trustee, fiduciary under law or administrator of any pension or welfare plan, profit sharing, share option, share incentive scheme or trust.

3. FINES AND PENALTIES

any fine or penalty or loss of licence by **You** or by **The Company** or for performance warranties, liquidated or non-compensatory **Damages** inclusive of punitive or exemplary **Damages** or the multiplied portion of multiplied **Damages** or any amount which is deemed uninsurable or contrary to public policy.

4. MAJOR SHAREHOLDER (UNLESS APPLICABLE UNDER OPTIONAL EXTENSIONS)

instigated or made by any of **Your** members holding more than 25% of **The Company's** shares, stock or debentures.

5. FAILURE TO MAINTAIN INSURANCE

any failure to effect or maintain any insurance relating to **The Company.**

6. BREACH OF PROFESSIONAL DUTY TO THIRD PARTIES

made by any third party based upon or alleging or originating from breach of any professional duty owed to such third party, this exclusion will not apply to allegations of failure to supervise.

7. COMMISSIONS AND BRIBES

Based upon payments, commissions, gratuities, benefits or any other favour to or for the benefit of any:

7.1. political group or party,

7.2. government or armed services official,

7.3. **Director**, officer, employee, or any person having a proprietary interest in any customer of **The Company**.

8. INSURED VERSUS INSURED

Made, and instigated by any **Director** against any other **Director**.

However, this exclusion will not apply to:

8.1. any claim brought or maintained by a **Director** for contribution or indemnity, if the claim directly results from another claim otherwise covered under this **Policy**,

8.2. any shareholder action brought or maintained on behalf of **The Company** without the solicitation, assistance or participation of any **Director** or **The Company**,

8.3. any claim brought or maintained by a curator, liquidator, receiver or administrative receiver either directly or derivatively on behalf of **The Company** without the solicitation, assistance or participation of any **Director** or **The Company**,

8.4. any claim brought or maintained by any former **Director** of **The Company,**

8.5. any **Employment Related Wrongful Act,**

8.6. **Prosecution Costs** only, any action instituted by any other **Director**.

9. BODILY INJURY

any actual or alleged bodily injury, sickness, disease, mental anguish, emotional distress or any actual or alleged invasion of privacy or death of any person or any actual or alleged damage to or destruction of any tangible property.

Provided that the above will not apply to emotional distress and / or injury to feelings resulting from an **Employment Related Wrongful Act**.

10. LISTINGS AND FLOTATIONS

10.1. any listing of **The Company's Securities** / stock on a **North American Securities** exchange and / or participation in an American Depository Receipts (ADR's) programme.

10.2. any actual or intended initial private placement or initial public offering of any **Securities** of **The Company**.

11. INVESTMENT PERFORMANCE

any acquisition or new investment failing to perform as represented or as expected to perform in the absence of a **Wrongful Act**.

12. ENVIRONMENTAL IMPAIRMENT

any Environmental Impairment / Hazard.

13. INSOLVENCY

any insolvency, business rescue and liquidation.

14. CYBER LIABILITY AND DATA

any liability in connection with, arising from or in connection with a claim for which indemnity should be provided by a Cyber Insurance Policy or which should have been insured by way of a Cyber Insurance Policy,

14.1. any liability resulting from the processing of personal information and any exposure which should be insured under a Cyber liability policy.

15. GENERAL EXCLUSIONS

any claim directly or indirectly occasioned by or through or in consequence of any peril / event or circumstance referred to in the General Exclusions of this **Policy.**

16. PONZI, PYRAMID OR MADOFF SCHEME

any claim, cost or expense based upon, arising out of, directly or indirectly resulting from or in consequence of the **Company** or any of its **Directors** involvement, participation, allegation, performance or act, made and / or instigated in any type of fraudulent and / or criminal investing scam inclusive of but not limited to any Ponzi, Pyramid or any other Madoff Scheme type investment howsoever arising.

SECTION 16: SCHOOLS PUBLIC LIABILITY

DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1. Bodily Injury: means death, physical injury, mental injury, illness (mental or physical) or disease of or to any person.

2. Claims Made Basis: means that this **Section** of the **Policy** provides indemnity for claims that are made against **You** during of the **Annual Period** but only in relation to **Events** that occurred on or after the retroactive date stated on the **Schedule**.

3. Damage: means actual physical loss of possession or control of, or actual physical damage to **Property**.

4. Damages means monetary compensation (which term will be inclusive of claimant's legal costs and expenses) that is awarded against **You** by a court of law, or for which **You** will become legally liable within the ambit of the civil or criminal justice system.

5. Defamation: means defamatory statements, injuria, false imprisonment or malicious prosecution either committed or alleged to have been committed directly in connection with an arrest or arising out of the investigation of acts of shoplifting or theft.

6. Documents means mortgage bonds, title deeds, transfer deeds, powers of attorney, tender documents and agreements, wills, manuscripts, **Business** books, maps, plans, specifications, computer programmes, records (whether on paper, microfilm, magnetic tape or disc), and written or printed documents and forms of any nature, but excluding stamps of any kind, bank or currency notes or other negotiable instruments inclusive of cash, credit or other similar cards.

7. Drone: means any:

7.1. **Remotely Piloted Aircraft** – being further defined as an unmanned aircraft which is piloted from a remote pilot station, excluding **Model Aircraft** and **Toy Aircraft**,

7.1.1. **Toy Aircraft**– being further defined as an aircraft which is designed or intended for use in play by children,

7.1.2. **Model Aircraft** – being further defined as non-human carrying aircraft capable of sustained flight in the atmosphere and used exclusively for air display, recreational use, sport or competitions.

7.2. **Drone Accessories** means any:

7.2.1. filming, scanning, mapping, infrared and x-ray equipment inclusive of software,

7.2.2. bags and carry cases,

7.2.3. tools and cleaning equipment,

7.2.4. guards and safety equipment,

7.2.5. two-way radio and communications equipment,

7.2.6. power supplies and control equipment,

7.2.7. binoculars and photographic equipment,

7.2.8. laptops and tablets

All of which are used for the purpose of controlling a **Drone**, inclusive of any other equipment which can be affixed to the payload of the **Drone**.

8. Each and Every Limit (EEL): means the amount payable, inclusive of **Damages** recoverable from **You** by a claimant or any number of claimants, **Legal Costs** incurred with **Our** consent for any **Occurrence** all of which will not exceed the **Limit of Indemnity** stated in the **Schedule**.

9. Employee: means a person employed under a contract of service or apprenticeship with **You**.

10. Event: means any circumstance or incident which may give rise to a claim for indemnification as insured under this **Section** of the **Policy**.

11. In the Annual Aggregate / Aggregate Limit (AGG): means a pre-determined Rand amount up to which the **Policy** will cover **You** each **Annual Period**, regardless of the number of claims submitted or **Legal Costs** associated with these claims.

12. Inefficacy Claims: means claims made against **You** for economic or financial loss sustained by reason of the claimant alleging that their property:

12.1. is rendered of less value, or

12.2. has not achieved its anticipated value, or

12.3. has not been capable of full beneficial use due to the failure of any Product or part thereof to fulfil its intended function or to perform as specified warranted or guaranteed.

13. Legal Costs: means costs, charges and expenses which **We** incurred or which You incurred with **Our** prior consent:

13.1. in the defence or settlement of any claim under this **Section** of the **Policy** or any legal proceeding, action or prosecution brought against **You** in respect of **Bodily Injury** or **Damage** or other liability as insured in terms of this **Section** of the **Policy**.

13.2. in the representation at any inquest or accident inquiry in respect of **Bodily Injury** which may form the subject of indemnity under this **Section** of the **Policy**.

14. Limit of Indemnity: means the **Sum Insured** stated in the **Schedule / Annexure / Addendum**.

15. Negligent Advice: means incorrect or inadequate advice or information of a technical nature given in the promotion of **Your Products** or services but not where such advice or ' information:

15.1. is given in exchange for a fee or similar consideration, or

15.2. is an essential part of Your revenue earning activity.

16. Occurrence: means an **Event** or series of **Events** arising out of one originating cause or source.

17. **Product**: means food and drink supplied / sold by **You** or on **Your** behalf (inclusive of containers and labels) for the purpose of canteen or other food related services related to the **Business**.

The term **Product** does not mean food and drink supplied by or on **Your** behalf primarily to **Your Employees** as a staff benefit, or food and drink incidentally provided to **Business** partners for the purposes of a **Business** meeting.

18. **Pollution**: means:

18.1. actual, alleged, or threatened:

18.1.1. ingestion, inhalation, absorption, release, escape, discharge, dispersal, seepage of, contact with, or exposure to, **Pollutants**,

18.1.2. subsequent spread, migration, or movement of **Pollutants** following (1.1.) above.

19. **Pollution Costs:** means 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 **You** or third parties.

20. **Pollutant**: means 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 (inclusive of 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.

21. **Property**: means tangible property, which is an object that is perceptible by touch with physical substance but will not include information (whether generated or stored electronically or otherwise), intellectual property or intangible property (including rights and / or value).

22. **Retroactive Date:** means the starting point from which cover is provided for in terms of this **Section** of the **Policy** and where claims are made against **You** during the **Annual Period**.

23. **Suitably Qualified**: means that a person has completed a formal qualification, has prior learning or the capacity to acquire a formal qualification within a reasonable time in order to fulfil competency requirements essential by law and in conjunction with relevant work experience as is necessary to perform the job for which they are employed.

If an event giving rise to a claim occurs, in determining the application of the term **Suitably Qualified**, it is agreed that the number of years work experience will not be accepted in isolation and will only be considered as a factor in addition to a formal and certified qualification as described above.

24. **Wrongful Arrest**: means **Bodily Injury**, assault and battery committed or alleged to have been committed at the time of making or attempting to make an arrest or in resisting an overt attempt to escape by a person under arrest before such person has been or could be placed in the custody of the police or a law enforcement officer.

COVER PROVIDED (CLAIMS MADE BASIS: EACH & EVERY LIMIT)

We will indemnify **You** for **Damages** which **You** will become legally liable to pay resulting from any claim first made against **You** during the **Annual Period** (and notified to **Us** in terms of **General Condition** headed **Claims**) , in respect of **Bodily Injury** or **Damage** in connection with **Your Business** within the Territorial Limits and in respect of an **Event** that occurs on or after the **Retroactive Date** shown in the **Schedule**.

SCHOOLS PUBLIC LIABILITY INDEMNITY AND LIMITS

The **Limit of Indemnity** stated in the **Schedule**, will be the maximum amount of **Our** liability inrespect of all claims for **Damages** and **Legal Costs** arising out of one **Occurrence**. Where the **Limit of Indemnity** is stated to be "in the **Annual Aggregate** then **Our** liability for all claims for **Damages** and **Legal Costs** arising in any one **Annual Period** will be limited to the **Limit of Indemnity** stated reflected in **Your Schedule**.

In the event of any **Occurrence** which forms the subject of indemnity by more than one **Section** or Extension of this **Policy** each **Section** or Extension will apply separately and will be subject to its own separate **Limit of Indemnity** provided always that the total amount of **Our** liability will be limited to the greatest **Limit of Indemnity** of availability under any one of the **Sections** or Extensions affording indemnity for the **Occurrence**.

Where more than one **Annual Period** applies to this **Policy**, following its renewal or replacement as the case may be, which may apply to an originating cause or source, then **Our** liability will be limited to the maximum **Limit of Indemnity** for any one such **Annual Period**.

Unless otherwise stated in the **Schedule**, the **Retroactive Date** for a new **Limit of Indemnity** after alteration of the **Limit of Indemnity**, will be the effective date of such alteration.

Renewal of this **Policy** from year to year will not have the effect of increasing the **Limit of Indemnity** applicable to each year or of accumulating the **Limit of Indemnity** from year to year.

All limits stated are payable after payment of the first amount payable by **You** as is applicable to the relevant claim.

If **We** allege that by reason of this **Section** that any claim for **Damages,** arising from **Bodily Injury** and / or **Damage** and **Legal Costs** is not covered by this **Policy**, then the burden of proving the contrary will rest upon **You**.

TERRITORIAL LIMITS

Cover provided is Worldwide, however, should **You**, carry out any **Business** from a premises and / or perform any contract work, the cover for **You** or such subsidiary will be restricted to the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe and Malawi, Mozambique, Zambia only.

It being understood that any claim brought against **You** will be subject to **General Condition** headed **Law and Legal Jurisdiction**.

SPECIFIC CONDITIONS

1. In the event of cancellation or non-renewal of this **Policy**, **You** may notify **Us** of an **Event** within 31 days of the termination of the **Policy**, provided that:

1.1. the **Event** took place during the **Annual Period**, subsequent to the **Retroactive Date** and prior to the termination of the **Policy**,

1.2. **You** have not failed to comply with the General Condition headed Claims,

1.3. **You** have not obtained insurance in substitution of this **Section** of this **Policy**.

Any subsequent claim first made against **You** as a result of such **Event** will be treated as if it had first been made on the last day preceding cancellation or non-renewal.

2. Any series of claims made against **You** by one or more claimants during any **Policy** period consequent upon an **Occurrence** will be treated as though they had first been made against **You** on the date that the **Event** was reported by **You** in terms of the **General Condition** headed **Claims**, or, if **You** were not aware of any **Event** which could have given rise to a claim, on the date that the first claim or series was first made against **You**.

3. When the facts do not speak for themselves and we (being **Yourself** and **Us**) cannot mutually agree when the **Bodily Injury** or **Damage** occurred then for the purposes of determining the indemnity granted:

3.1. The **Bodily Injury** will be deemed to have occurred when the claimant first consulted a qualified practitioner regarding such **Bodily Injury** whether or not it was correctly diagnosed at the time. If no such consultation took place, then the **Injury** will be deemed to have occurred when **You** were first advised of the **Bodily Injury**.

3.2. **Damage** will be deemed to have occurred when it first became evident to the claimant, even if the cause was unknown.

4. In the event that **You** subcontract any or part of the duties necessary to carry out the **Business**, it is agreed that **You** will continue to be indemnified (subject to the Terms, Exclusions and Conditions of this **Policy**) in respect of **Your** liability arising out of such duties.

Provided always that such duties will be sub-contracted only to **Suitably Qualified** persons and **We** will at all times retain all rights of recourse and remedies against such persons and **You** will give **Us** all reasonable assistance in executing such rights.

In the event of **Us** alleging that **You** are not entitled to indemnity under the provisions of this clause, by virtue of breach of any of the provisions set out above, the onus of proving the contrary will rest upon **You**.

MEMORANDUM

1. In respect of this **Section** only clause (1.1.) of the General Exclusion headed War, Riot and Terrorism Exclusion is amended:

"This **Section** does not cover any claim, cost, **Bodily Injury**, **Damage** or legal liability directly or indirectly caused by, happening through or occasioned by, in connection with or in consequence of :"

Clauses (1.1.1) to (1.1.8), (1.2.) and (1.3.) remain unaltered.

WARRANTIES

1. SCHOOLS LIABILITY WARRANTY

1.1. **We** will not indemnify **You** in respect of any claim consequent upon **Bodily Injury** or **Damage** caused by or through or in connection with Educational / Early Childhood Development facilities, for example: Pre-Primary, Primary, Secondary, Aftercare or Day-Care (however notlimited to these examples) that are not registered with the Department of Education and / or The Department of Social Welfare / Social Development.

1.2. It being declared and agreed that:

1.2.1. all Pre-Primary educational and / or Early Childhood Development facilities for example: day care (Crèche) or after care (however not limited to these examples) will be in possession of a valid Health Clearance as well as Registration Certificate issued by the Department of Social Welfare / Social Development and will have Municipal clearance to operate such facility,

1.2.2. all Educational / Early Childhood Development Facilities, as mentioned above, will adhere to the relevant South African legislation / guidelines or national norms and standards governing such facilities, for example: Occupational Health and Safety Act, the Children's Act or the Guidelines for Early Childhood Development Centres (however not limited to these examples and as amended from time to time).

CLAUSES AND EXTENSIONS

1. ADDITIONAL INSURED EXTENSION

We will also, as though a separate policy had been issued to each, indemnify:

1.1 in the event of **Your** death, any personal representatives in respect of liability incurred by the **You**,

1.2 any of **Your** partners or directors or **Employees** (if **You** so request and such partner, director or **Employee** is named in the **Schedule**) against any claim for which **You** are entitled to indemnity under this **Section**,

1.3 to the extent required by the conditions of any contract and in connection with any liability arising from the performance of the contract, any employer named in any contract entered into by **You** for the purposes of the **Business,**

1.4 in respect of the activities of any social or sports club, welfare organisation, first aid, fire or ambulance service, canteen, or similar, belonging to or formed by **You** for the benefit of **Your Employees**:

1.4.1 any officer or member thereof,

1.4.2 any visiting sports team or member thereof.

Provided that:

1. **Our Aggregate** liability is not increased beyond the **Limits of Indemnity** stated in the **Schedule**,

2. any person or organisation to which this Extension applies is not entitled to indemnity under any other policy,

3. the indemnity under paragraph (1.1.), (1.2.) and (1.3.) applies only in respect of liability for which **You** would have been entitled to indemnity if the claim had been made against **Yourself**.

For the purpose of this Extension, **We** waive all rights of subrogation or action which **We** may have or acquire against any of the above, and each party to whom the indemnity hereunder applies will observe, fulfil and be subject to the Terms, Exclusions and Conditions (both General and Specific) of this insurance in so far as they can apply.

2. CROSS LIABILITIES EXTENSION

Where more than one **Insured** is named in the **Schedule**:

2.1. **We** will indemnify each **Insured** separately and not jointly, and

2.2. any liability arising between such **Insureds** will be treated as though separate policies had been issued to each.

Provided that:

2.3. **Our Aggregate** liability will not exceed the **Limit of Indemnity** stated in the **Schedule**.

3. TOOL OF TRADE EXTENSION

The Specific Exclusion headed Vehicles, Watercraft, Locomotives will not apply to the operation or use of any vehicle or plant, or any parts thereof, as a tool of trade, whether forming part of the vehicle or being attached to it. Provided that, **We** are not liable hereunder for any portion of liability that falls within the scope of any form of motor insurance or compulsory third-party insurance legislation, regardless of whether such insurance or legislation is in force or has been effected (refer to the Specific Exclusion headed Enactments). Furthermore, **We** will not be liable where **You** have effected any other form of motor insurance covering the same liability.

4. EMPLOYEES' AND VISITORS' PROPERTY EXTENSION

The Specific Exclusion headed Employees and Visitors' and Property will not apply to property belonging to any of **Your** partners, directors or **Employees** or any visitor to **Your** insured premises.

5. TRANSNET AND OTHER GOVERNMENT DEPARTMENTS EXTENSION

Regardless of the provisions of Specific Exclusion headed : Property and Vehicles, Watercraft, Locomotives, this **Section** extends to indemnify **You**:

5.1. against liability assumed by **You** 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,

5.2. against liability arising from loss of or damage to property belonging to Transnet while in **Your** custody or control,

5.3. 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 **You** or on **Your** behalf at any railway siding.

6. UNATTACHED TRAILERS EXTENSION

The Specific Exclusion headed: Vehicles, Watercraft, Locomotives will as far as it relates to trailers, not apply in respect of any trailer not attached to and not having become unintentionally detached from any mechanically propelled vehicle.

Provided that, **We** are not liable hereunder for any portion of liability that falls within the scope of any form of motor insurance or compulsory third-party insurance legislation, regardless of whether such insurance or legislation is in force or has been effected (refer to the Specific Exclusion headed Enactments). Furthermore, **We** will not be liable where **You** have effected any other form of motor insurance covering the same liability.

7. EMERGENCY MEDICAL EXPENSES EXTENSION

We will indemnify **You** for all reasonable expenses incurred by **You** for such immediate medical treatment as may be necessary at the time of an accident causing **Bodily Injury** to any person who may be the subject of a claim for indemnity against **You** in terms of this **Section** provided that **You** have not admitted liability.

8. CAR PARKS / PARKING LOTS EXTENSION

Regardless of the provisions of Specific Exclusion headed Property **We** will indemnify **You** in respect of legal liability arising from loss of or **Damage** to vehicles and their contents and accessories, which is the property of **Your** tenants, customers, visitors, or **Employees** using parking facilities provided by **You**.

For the purpose of this extension 'parking facilities' means a cleared and designated area or building that is intended for parking vehicles temporarily.

9. TENANTS LIABILITY EXTENSION

The Specific Exclusion headed Property of this **Section** will not apply to premises occupied by **You** as tenant (but not as the owner) thereof.

10. GRATUITOUS ADVICE EXTENSION

Regardless of anything to the contrary contained in Specific Exclusion headed: Professional Advice or Treatment of Any Nature **We** will indemnify **You** in respect of the cover provided caused by **Your** unintentional failure to perform the legal duty to exercise due care owed to another person or party in providing technical information or advice to such person or party.

Provided that this **Section** will not provide cover for liability:

10.1. arising out of **Your** insolvency,

10.2. arising out of financial services and / or cost estimates provided by **You** or on **Your** behalf,

10.3. arising out of **Defamation**,

10.4. arising out of design, formula, supervision, treatment, or advice given by **You** or on **Your** behalf in exchange for a fee,

10.5. arising out of technical information or advice given in connection with a **Product** unless the **Optional Extension** for **Products** is included in the **Schedule** at an additional premium and provided that the cover provided is as set out in the **Optional Extension**.

If at the time of any event giving rise to a claim under this extension, indemnity is also provided under any other insurance, this extension will not be drawn into contribution with such other insurance except in respect of any excess over and above the amount payable by such other insurance.

11. ACQUISITIONS AND NEW BUSINESSES EXTENSION

The indemnity granted by this **Section** of the **Policy** extends to any company formed and / or acquired by **You** during the **Period of Insurance** for a period of 60 days of such formation and / or acquisition.

Provided always that:

11.1. the **Retroactive Date** in respect of such new company will be deemed to be the date when a newly formed and / or acquired company first purchased liability insurance of the type hereby insured on a "Claims Made" basis, subject to a declaration from the newly acquired company's previous management of no known or reported claims or circumstances likely to give rise to a claim at the date of acquisition. In the event of no such declaration, the **Retroactive Date** will be the date of such acquisition,

11.2. **Your Business** activities remain unchanged to that declared to **Us,**

11.3. the annual turnover of all newly formed and / or acquired companies does not exceed 10% of **Your** estimated annual turnover as advised to **Us** at inception hereof,

11.4. **You** need to advise **Us** of such formations and / or acquisitions before the expiry of 60 days thereof, and **We** may amend the terms of this **Section** of the **Policy** accordingly.

Subject otherwise to the terms, Exclusions, Conditions and Limitations of the **Policy**.

12. SPREAD OF FIRE EXTENSION

Spread of fire is covered under this **Section** of the **Policy** subject to the maximum Public Liability (**Claims Made Basis**) **Limit of Indemnity** stated in the **Schedule** provided that:

12.1. **Damage** to plantations, forests or sugar cane is limited to the Public Liability **Limit of Indemnity** stated in the **Schedule** or R5 000 000 whichever is the lesser amount, and

12.2. **You** will be liable for the first amount payable of 10% of the gross claim amount with a minimum of R5,000 (Maximum R25,000) for each and every claim in terms of this Extension.

Special Proviso:

12.3. It is a condition precedent to **Our** liability that **You** comply with all requirements for the prevention of spread of fire as contained in Forest Act No 122 of 1984 (as amended) or any replacement Act, Preservation of Agricultural Resources Act No 43 of 1983 (as amended), National Veld and Forest Fire Act No 101 of 1998 or substituted and all regulations promulgated in terms thereof as well as all other relevant statutory requirements.

13. STATUTORY LEGAL DEFENCE COSTS EXTENSION (CLAIMS MADE BASIS: IN THE ANNUAL AGGREGATE)

If **You** so request and **We** agree to provide cover in advance, **We** will indemnify **You** or any of **Your Employees**, partners or directors against costs , fees and expenses not exceeding the amount stated in the **Schedule** incurred by **You** or on **Your** behalf or any of **Your** employees, partners or directors, with **Our** consent in the defence of any prosecution actioned against **You** or any of **Your Employees**, partners or directors arising from an alleged contravention of any statute in the course of the **Business** during the **Annual Period**.

Provided that:

13.1. **We** will, in the case of an appeal, not indemnify such person unless a senior counsel approved by **Us** advises that such appeal should, in their opinion, succeed,

13.2. **We** will not indemnify such person in respect of any fine or penalty imposed or any loss consequent thereon,

13.3. such person will, as though they were the Insured, observe, fulfil and be subject to the Terms, Exclusions and Conditions of this **Policy** and this **Section** thereof in so far as they can apply,

13.4. if the prosecution arises from or in connection with any **Product**, **We** will only indemnify **You** or any of **Your Employees**, partners, or directors if the extension for **Products** Liability is stated in the **Schedule** to be included,

13.5. **Our** total liability under this Extension or any **Optional Extension** providing the same benefit will not exceed the **Limit of Indemnity** in respect of all claims made against **You** during the **Annual Period**.

14. PROFESSIONAL INDEMNITY (CLAIMS MADE BASIS: EACH & EVERY LIMIT)

14.1. INDEMNITY

14.1.1. **You** are indemnified by this **Section** for **Damages** and **Legal Costs** that **You** will become legally liable to pay in connection with any claim or series of claims made against **You** in connection with the **Business** named in the **Schedule** during the **Annual Period** by reason of:

14.1.1.1. any act, error, neglect or omission amounting to a breach of professional duty in connection with the **Business** named in the **Schedule,**

14.1.1.2. any breach of implied warranty of authority or of trust committed in good faith,

14.1.1.3. the wrongful dismissal of an **Employee** or wrongful expulsion of a scholar,

14.1.1.4. infringement of copyright,

14.1.1.5. **Wrongful Arrest** committed or alleged (other than by **Yourself**) to have been committed by **You** in the course of the **Business**. Provided always that:

14.1.1.5.1. no indemnity will be granted in respect of claims made against **You** by any person or persons other than those being or having been or alleged to have been arrested or under arrest, or their personal representatives.

14.1.1.6. resulting from **Defamation** claims arising out of defamatory statements, whether written or verbal, made by **You**. Provided always that:

14.1.1.6.1. no indemnity will be granted in respect of claims which form the subject of **Wrongful Arrest**.

14.1.1.6.2. arising out of any publication in any journal, social media, blog, magazine or newspaper or on radio or television.

14.2. LIMITS

Our total liability will not exceed the **Limit of Indemnity** as stated in the **Schedule** or R5 000 000 whichever is the lesser amount in respect of all claims made against **You** during the **Annual Period** relating to **Events** stated under (14.1.) above.

14.2.1. **DOCUMENTS**

You are indemnified against claims arising out of destruction or **Damage** to any **Documents** entrusted to **You** up to a maximum limit of R25 000. Provided that **We** will not indemnify **You** in respect of any claim for the cost of replacing and / or restoring of any **Documents** belonging to **You**.

14.2.2. **MEDICAL MALPRACTICE**

You are indemnified up to the Schools Public Liability **Limit of Indemnity** stated in the **Schedule** or R1 000 000 whichever is the lesser amount, against claims arising out of medical malpractice.

OPTIONAL EXTENSIONS

1. EXTENDED REPORTING EXTENSION
(if stated to be included)

At **Your** option and subject to payment of an additional premium to be determined and subject to all the Terms, Exclusions and Conditions of this **Section**:

1.1. **We** will agree to extend the period during which **You** may report an event in terms of **General Condition** headed **Claims** for a period to be agreed, but

1.2. in no circumstances exceeding 36 months (hereinafter referred to as Extended Reporting Period) provided that:

1.2.1. this option may only be exercised in the event where **We** refuse to continue providing the required scope of cover,

1.2.2. this option must be exercised by **You** in writing within 31 days of cancellation or non- renewal,

1.2.3. once exercised, the option cannot be cancelled by either parties (being **Yourself** and/or **Us**),

1.2.4. **You** have not obtained insurance equal in scope and cover to this **Section** as expiring,

1.2.5. **We** will only be liable for an **Event**, matter or thing which occurred after the **Retroactive Date** stated in the **Schedule** but prior to date of cancellation or non-renewal,

1.2.6. claims first made against **You** or any reported **Event** by **You** during the Extended Reporting Period will be treated as if they were first made or reported on the last day preceding the cancellation or non-renewal,

1.2.7. the total amount payable by **Us** for claims made or reported **Events** during the Extended Reporting Period will not have the effect of increasing the **Limit of Indemnity** applicable as on the last day preceding the cancellation or non-renewal.

2. SCHOOLS PRODUCTS LIABILITY CLAIMS MADE BASIS: IN THE ANNUAL AGGREGATE
(if stated to be included)

Regardless of anything contained to the contrary in this **Policy** or any endorsement thereto it is noted and agreed that where legal liability is established in connection with a **Claims Series Event**, all such claims will be treated as a single **Event** for the purpose of determining the applicable **Policy Limits of Indemnity**, deductibles and any other relevant **Terms and Conditions.**

The date of loss of such a **Claims Series Event** will be deemed to be the date that **You** first advise **Us** in writing of the first claim within the **Claims Series Event.** In such circumstances **We** will include each related claim that may be considered for the purpose of establishing the date of loss.

For the purpose hereof the term **Claims Series Event** means a series of two or more claims arising from one originating cause or source which is attributable to services supplied by **You**.

Regardless of anything contained to the contrary in the Specific Exclusion headed **Products** (6.1) of this **Section We** agree to indemnify **You** in respect of legal liability arising from **Bodily Injury** caused by any **Product** (excluding wrongful delivery or delivery of incorrect **Products**), where such **Bodily Injury** arises from the nature or condition of food and drink sold or supplied by **You** in connection with **Your Business**, provided that:

2.1. **You** comply with all statutory laws and regulations pertaining to the sale and / or supply of food and drink, and

2.2. **You** take all reasonable precautions to ensure that food and drink sold and supplied is free from contamination and is fit for human consumption.

Your failure to comply with the provisions outlined in (2.1.) and (2.2.) above as well as any **Terms and Conditions** stipulated in the **Policy** will result in **Your** forfeiture to claim hereunder.

The amount payable under this **Optional Extension**, inclusive of any **Legal Costs** recoverable from **You** by a claimant or any number of claimants, and all other **Legal Costs** and expenses incurred with **Our** consent, for any **Occurrence** or during any one **Annual Period**, will not exceed in the **Aggregate** the **Limit of Indemnity** for this **Optional Extension** stated in the **Schedule**.

Additional specific exclusions (applicable to Products Liability extension):

This extension does not cover:

2.1. any cost of recall or replacement of the **Product** or part thereof (inclusive of containers and labels) and / or the loss of use of any **Product** or part thereof which is or is alleged to be defective.

For the purposes of this additional specific exclusion the term "replacement" will be deemed to be inclusive of any credit or refund granted or alternative **Product** provided by or on **You**r behalf in lieu of replacement of the defective **Product**,

2.2. the failure of any **Product** or any part thereof to fulfil its intended function or to perform as specified, formulated, designed, warranted, or guaranteed unless such failure results in **Bodily Injury** or **Damage**,

2.3. any **Bodily Injury** or **Damage** (and associated **Legal Costs** and all other expenses) happening in the United States of America and / or Canada and / or their respective possessions or protectorates caused by or through or in connection with any **Products**, whether handled, sold or supplied by **You** or to **Your** order, if such **Products** have to **Your** knowledge, been exported to the United States of America and / or Canada and / or their respective possessions or protectorates by or on **Your** behalf.

2.4. any defect in any **Product** or any part thereof of which **You** were aware prior to the inception of this extension,

2.5. any **Negligent Advice** or **Professional Advice** in respect of any **Product**.

SPECIFIC EXCLUSIONS

We will not indemnify **You** in respect of:

1. EMPLOYEES & VISITORS

1.1. any liability consequent upon **Bodily Injury** to any of **Your Employees** arising from and in the course of their employment,

1.2. any **Damage** to any director, **Employee** and visitors clothing and personal effects.

2. PROPERTY

any **Damage** to:

2.1. **Property** owned by **You** or **Your Employees**,

2.2. **Property** leased or hired by or under hire purchase or on loan to **You** or **Your Employees**,

2.3. **Property** in **Your** care, custody, or control, but this exclusion will not apply:

2.3.1. to the premises (or the contents thereof) temporarily occupied by **You** for work therein or other property temporarily in **Your** possession for work thereon.

Provided that no indemnity is granted for **Damage** to the part of the premises (or the contents thereof) or other property on which **You** are working, or

2.3.2. premises tenanted by **You** to the extent that **You** would be held legally liable in the absence of any specific agreement, or

2.3.3. property belonging to any Rail Service Provider or any Government or Quasi Government Department, Provincial Administration, Municipality, or similar body whilst on any premises permanently occupied by **You**.

3. NEGLIGENT OR PROFESSIONAL ADVICE OR TREATMENT OF ANY NATURE

any liability consequent upon **Bodily Injury** or **Damage** 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 **Your** direction.

4. VEHICLES, WATERCRAFT, LOCOMOTIVES

any liability consequent upon **Bodily Injury** or **Damage** caused by or through or in connection with:

4.1. mechanically propelled vehicle or 4x4 type vehicle, inclusive of quadbikes and 3 wheelers and scooters and motorcycles (other than a bicycle or lawnmower or any pedestrian controlled garden equipment); or

4.2. trailer, or

4.3. marine liabilities and watercraft (other than non-motorised watercraft not exceeding 6 metres in length and used only on inland waterways or within 3 nautical miles of the shoreline), or

4.4. locomotive or rolling stock,

Provided that this exclusion will not relieve **Us** of **Our** liability to indemnify **You** in respect of liability consequent upon **Bodily Injury** or **Damage** caused or arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of any vehicle.

5. AIRCRAFT INCLUSIVE OF DRONES / MODEL AIRCRAFT OR UNMANNED AIRCRAFTS

any liability consequent upon **Bodily Injury** or **Damage** caused by or through or in connection with:

5.5. refuelling or defueling of aircraft, and / or

5.6. ownership, possession, maintenance, operation or use of aircraft inclusive of **Drones** / model aircraft / unmanned aircraft or an airline, or

5.7. ownership, hire or leasing of any airport, airstrip, or helicopter pad, or

5.8. contractors carrying out construction, repair, or installation work on aircraft or within the airside area of airports.

6. PRODUCTS

6.1. any liability consequent upon **Bodily Injury** or **Damage** or in any way caused by or through or in connection with **Product** (inclusive of containers, labels, and food / drink poisoning),

7. VIBRATION AND REMOVAL OF SUPPORT

any liability consequent upon **Bodily Injury** or **Damage** caused by or through or in connection with vibration or the removal or weakening of or interference with support to any land, building or other structure.

8. POLLUTION

8.1. any **Pollution** / contamination or Pollution Costs, provided always that:

8.1.1. this exclusion will not apply where such **Pollution** is caused by one individual and sudden, unintended and unforeseen **Occurrence**,

8.1.2. any environmental impairment and any liability flowing therefrom as a result of **Pollution** or contamination is specifically excluded from this insurance offering.

This Exclusion will not extend the **Policy** to cover any liability which would not have been covered under this **Policy** in the absence of this Exclusion. (Refer to the General Exclusion headed Pollution and Contamination Exclusion.)

9. FINES, PENALTIES OR OTHER DAMAGES

any fines, penalties, punitive, exemplary, or vindictive **Damages**.

10. USA AND CANADA JUDGMENTS, AWARDS OR SETTLEMENTS

any **Damages** in respect of judgments, awards or settlements made in the United States of America and / or Canada and / or their respective possessions or protectorates (or to any order made anywhere in the world to enforce such judgment, award, or settlement either in whole or in part).

11. EVENTS KNOWN TO YOU AND PRIOR ACTS

any claim resulting from or in connection with any Event known to **You**, **Your** directors and officers (inclusive of **Your** Subsidiaries):

11.1. which occurred before the inception of this **Section** or any extension thereof,

11.2. which has not been reported to **Us** in terms of the General Condition headed Claims.

12. FIRST AMOUNT PAYABLE

12.1. Any first amount payable as stated in the **Schedule / Annexure / Addendum** in respect of any one claim.

12.1.1. The provision of this Specific Exclusion applies regardless of whether the claim is for **Damages** or **Legal Costs** incurred.

13. DELIBERATE OR INTENTIONAL ACTS

any liability resulting from or arising out of any deliberate, conscious, or intentional act or failure by **You**, **Your** directors, officers, management or employees, inclusive of the deliberate, conscious, or intentional disregard of the need to take reasonable precautions to prevent any **Event** which may give rise to a claim.

14. UNLAWFUL COMPETITION

14.1. any claim or claims whether actual or alleged howsoever arising in connection with or based upon or arising from or in any way involving:

14.1.1. actual or alleged unlawful competition,

14.1.2. unfair practices,

14.1.3. abuse of monopoly power,

14.1.4. cartel activities, or

14.1.5. as may otherwise arise from or be based upon or relate to any breach of a provision of the Competition Act no. 89 of 1998 (as amended) or any similar provision, act or regulation as may be in force in any jurisdiction or country in which **Your** liability arose.

15. ASBESTOS

any claim or claims whether actual or alleged in respect of loss or losses 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.

16. INCORRECT DISPENSING OF FUEL / OIL

any incorrect dispensing of fuel / oil into customers vehicles by filling station employees.

17. CONTRACTING ACTIVITIES / LANDSCAPING ACTIVITIES WORK AWAY

any liability caused by or in connection with or arising from work undertaken away from **Your** premises and in respect of any **Contracting Activities or Landscaping Activities** .

18. HEALTH AND FITNESS ACTIVITIES

any actual or alleged liability whatsoever for any claim or claims in respect of personal **Bodily Injury**, loss or **Damages** directly or indirectly arising out of, resulting from, in consequence of or contributed by personal training as well as any and all health and fitness centre related fitness / exercise activities inclusive of gymnasiums.

19. CONTRACTUAL LIABILITIES

any lability assumed under a contract or agreement unless such liability would have attached in the absence of such contract or agreement.

20. DEPRECIATION

any claim arising from or contributed to by depreciation (or failure to appreciate) in value of any investment, inclusive of securities, commodities, currencies, options and future transactions, or as a result of any actual or alleged representation, guarantee or warranty provided by or on **Your** behalf as to the performance of any such investments.

21. FLUCTUATIONS IN VALUE

any legal liability arising from or contributed to by loss of value, surrender value or cancellation value of any leased **Product** or service as a result of fluctuations in value of such **Product** or service.

22. INSOLVENCY

any insolvency whether **Yours** or that of **Your** principals / **Employees**.

23. WRONGFUL DELIVERY OF PRODUCTS

any **Product** wrongfully delivered inclusive of incorrect **Products** delivered.

24. RETROACTIVE DATE

any **Event** which happens prior to the **Retroactive Date** stated in the **Schedule**.

25. PROFESSIONAL ACTIVITIES

any actual or alleged negligent act, error or omission by **You** or on **Your** behalf or by or on behalf of those for whom **You** are legally responsible, in the conduct, performance or execution of any professional activity or duty.

26. WARRANTY OR EXTENDED WARRANTY BUSINESS

any lability assumed under warranty or extended warranty business of any type whether related to a **Product** or not.

27. PRODUCTS GUARANTEE

any **Products** guarantee (inclusive of Inefficacy), tampering, financial guarantee, performance guarantee, contractual penalties and **Products** integrity impairment of whatsoever nature.

28. COPYRIGHT, TRADEMARK OR INFRINGEMENT

any infringement of copyright, trademark, or patent infringement claims.

29. PRODUCTS RECALL

any liability or costs associated with or in any way connected with **Products** recall.

30. ADVERTISING LIABILITY

any liability or costs associated with or in any way connected with advertising liability.

31. EVENT LIABILITY

any liability or costs associated with or in any way connected with **Your** participation, co-ordination, or supply of services at any event whether public or private and / or exhibitions, concerts, festivals, fairs, conferences, trade shows however, not limited to these examples.

32. CYBER LIABILITY AND DATA

any liability in connection with, arising from or in connection with a claim for which indemnity should be provided by a Cyber Insurance Policy or which should have been insured by way of a Cyber Insurance Policy,

32.1. any liability resulting from the processing of personal information and any exposure which should be insured under a Cyber liability policy.

33. ENACTMENTS

any liability or costs associated with or in any way connected with compensation provided by any statutory enactment, regardless of whether the applicable legislative fund is incapable of providing such compensation.

34. GENERAL EXCLUSIONS

any loss or damage directly or indirectly occasioned by or through or in consequence of any peril / event or circumstance referred to in the General Exclusions of this **Policy.**

35. ELECTROMAGNETIC FIELDS

any **Damages** caused by or linked to exposure to electromagnetic fields or radiation, inclusive of but not limited to chronic low-level exposure (such as but not limited to Wi-Fi, power lines and similar) and acute or industrial exposure (such as strong radiofrequency sources.)

36. DISHONEST, MALICIOUS OR ILLEGAL ACTS

any dishonest, malicious or illegal acts committed by or with the knowledge and / or consent of the Governing Body.

37. UNFAIR LABOUR PRACTICE

any unfair labour practice within the meaning of the Labour Relations Act No 66 of 1995 or equivalent legislation found in other jurisdictions as amended.

38. SPECIFIC INSURANCES

any liability insured (or excluded and not provided for by this **Section**) by any other **Section** of this **Policy**.

SECTION 17: STATED BENEFITS

DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1.	**Accident / Accidental**	means a fortuitous and unexpected event occurring at an identifiable place and time and which is independent of any other cause. For the purpose of this definition, the term **Accident** / **Accidental** does not include any physical, medical or pre-existing conditions aggravated by the effect of such fortuitous and unexpected event.
2.	**Annual Earnings**	means the annual rate of wage, salary and cost of living allowance being paid or allowed by **You** to such **Insured Person** at the time of **Accidental Bodily Injury**, plus house rents, food allowances and other considerations of a constant character paid or allowed **by** You to such **Insured Person** during the 12 months immediately preceding the date of **Accidental Bodily Injury**.
3.	**Average Weekly Earnings**	means one fifty-second part of **Annual Earnings**.
4.	**Bodily Injury**	means traumatic physical injury (inclusive of death) caused by an **Accident** and will be deemed to be inclusive of **Bodily Injury** caused by starvation, thirst and exposure to the elements as a result of an **Accidental** occurrence.
5.	**Emergency Benefit**	means costs and / or expenses incurred due to **Accident** and / or unforeseen circumstances not otherwise excluded. The **Emergency Benefit** does not fall within the ambit of a medical scheme, nor is the cover the same as that of a medical scheme. At no stage will the cover substitute or assume to substitute medical aid membership. Further noted that where **We** agree to pay such costs, that these will not be a **Lump Sum** payment and any benefit hereunder will only be paid once **We** have received satisfactory evidence to support any claim made under this benefit.
6.	**Lump Sum**	means the single once off payment of a sum of money which is paid as a benefit that has not resulted in a **Loss of Income** and which cannot be quantified by evidence of the **Loss of Income** suffered.
7.	**Loss of Income**	means that an actual financial loss has been suffered through payment of expenses / costs which have been borne in terms of the **Emergency Benefit** insured hereby and which can be evidenced by receipt validating such payment in conjunction with an official documented invoice / statement for such costs / charges incurred.
8.	**Insured Person**	means natural persons who are stated in the **Schedule** either by name or by occupation.
9.	**Permanent Disability**	means **Bodily Injury** resulting in disability contained in the **Permanent Disability** Table of Benefits up to the percentage of compensation indicated.
10.	**Permanent Total Disability**	means **Bodily Injury** resulting in total and absolute disablement preventing an **Insured Person** from following the usual occupation, or any other occupation for which they are suited by education or training, for 24 consecutive months and which, at the expiry of that period, is beyond hope of improvement.
11.	**Permanent Partial Disability**	means **Bodily Injury** which causes a **Permanent Disability** but not causing inability to work.

12. Temporary Total Disability means **Bodily Injury** temporarily and totally preventing the **Insured Person** from engaging in or giving attention to their usual occupation.

13. Temporary Partial Disability means **Bodily Injury** temporarily preventing an **Insured Person** from engaging in or giving attention to a substantial part of their usual occupation.

PERMANENT DISABILITY TABLE OF BENEFITS

DISABILITY	PERCENTAGE OF COMPENSATION
1. Death	100%
2. **Permanent Total Disability**	100%
3. Permanent and total loss of:	
3.1. Wrist, ankle or limb: Separation at or above the wrist or ankle of one or more limbs.	100%
3.2. permanent and total loss of	
- whole eye	100%
- sight of eye	100%
- sight of eye except perception of light	75%
3.3. permanent and total loss of hearing	
- both ears	100%
- one ear	25%
3.4. permanent and total loss of speech	100%
3.5. loss of four fingers	70%
3.6. loss of thumb	
- both phalanges	25%
- one phalanx	10%
3.7. loss of index finger	
- three phalanges	10%
- two phalanges	8%
- one phalanx	4%
3.8. loss of middle finger	
- three phalanges	6%
- two phalanges	4%
- one phalanx	2%
3.9. loss of ring finger	
- three phalanges	5%
- two phalanges	4%
- one phalanx	2%
3.10. loss of little finger	
- three phalanges	4%
- two phalanges	3%
- one phalanx	2%
3.11. loss of metacarpals	
- first or second (additional)	3%
- third, fourth or fifth (additional)	2%
3.12. 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%

MEMORANDA

1. Where the **Bodily Injury** is not specified, **We** will pay such sum as, in **Our** opinion, is consistent with the provisions listed in the **Permanent Disability** Table of Benefits above.

2. Permanent total loss of use of part of the body will be treated as loss of such part.

3. 100 % will be the maximum percentage of compensation payable for **Permanent Disability** resulting from an **Accident** or series of **Accidents** arising from one cause in respect of any one such person.

COVER PROVIDED

We will compensate **You** in respect of:

1. **Bodily Injury** caused by **Accidental**, violent, external and visible means to any **Insured Person** specified in the **Schedule** during the **Period of Insurance** in the event of **Accidental Bodily Injury** to any **Insured Person** within 24 calendar months, in death or disability as specified in the **Permanent Disability** Table of Benefits.

2. **We** will pay **You**, on behalf of such **Insured Person** or their estate / legal personal representatives, the compensation stated in the **Schedule** up to the maximum limit of liability therein.

SPECIFIC CONDITIONS

1. **We** will not be liable to pay, for **Bodily Injury** resulting from an **Accident** or series of **Accidents** arising from one cause in respect of any one such **Insured Person**, more than the compensation payable for death or **Permanent Disability** (whichever is the higher) plus any compensation payable for **Temporary Total Disability** and **Emergency Benefits**.

2. The compensation specified for **Temporary Total Disability** will be payable for not more than the number of weeks stated in the **Schedule** and such payment will cease as soon as the injury causing the incapacity has healed as far as is reasonably possible, regardless of **Permanent Disability** remaining.

3. Any compensation payable by **Us** for any period of **Temporary Total Disability** or for **Emergency Benefits** will be reduced by an amount equal to the compensation received or receivable by or on behalf of such **Insured Person** under any Workmen's Compensation Enactment for **Temporary Disability** for the same or a lesser period or in respect of **Emergency Benefits.**

4. After suffering **Accidental Bodily Injury** for which compensation may be payable under this **Section**, such **Insured Person** will, when reasonably required by **Us** to do so, submit to medical examination and undergo any treatment specified. **We** will not be liable to make any payment unless this condition is complied with to **Our** satisfaction.

5. This **Policy** is not assignable. Compensation will be payable only to **You** and **Your** receipt will effectually discharge **Us**. No **Insured Person** will have any right against **Us**.

6. Any injured person must be an Insured Person in terms of this **Section** and must be employed by **You** at the time of any event giving rise to a claim under this **Section**.

7. No sum under this **Section** will carry interest.

8. General Conditions headed Other / Dual Insurance and Reinstatement of Cover After a Loss do not apply to this **Section**.

CLAUSES AND EXTENSIONS

1. **DISAPPEARANCE EXTENSION**

In the event of the disappearance of any **Insured Person** in circumstances which satisfy **Us** that they have sustained **Bodily Injury** to which this **Section** applies, and that such **Bodily Injury** has resulted in the death of such **Insured Person**, then **We** will, for the purposes of the insurance afforded by this **Section**, presume their death provided that if, after **We** have made payment hereunder in respect of such **Insured Person's** presumed death, they are found to be alive, such payment will forthwith be refunded to **Us** by **You**.

2. LIFE SUPPORT MACHINERY EXTENSION

Regardless of anything contained in the Cover Provided, the 24-month period stated therein will not include any period or periods where the death of such **Insured Person** is delayed solely by the use, for periods of not less than three consecutive days of life support machinery, equipment or apparatus.

OPTIONAL EXTENSIONS

1. BUSINESS LIMITATION
(if stated to be included)

This **Section** applies only in respect of **Accidental Bodily Injury** to such **Insured Person** arising from and in the course of their employment in **Your Business**.

2. BURNS DISFIGUREMENT EXTENSION
(if stated to be included)

Subject to the exclusion shown below, the following item is added to the **Permanent Disability** Table of Benefits:

Permanent disfigurement resulting from **Accidental** external burns to the combined surface area of the:		
Face and neck	100% surface area disfigurement	50%
	Less than 100% surface area disfigurement	The proportion of 50 % which the actual surface area disfigurement bears to 100% surface area disfigurement
Remaining parts of the body other than the face and neck	100% surface area disfigurement	25%
	Less than 100% surface area disfigurement	The proportion of 25% which the actual surface area disfigurement bears to 100% surface area disfigurement

3. EMERGENCY BENEFIT EXTENSION
(if stated to be included)

We agree to pay an **Emergency Benefit**, provided that such costs will only be paid once **We** have received satisfactory evidence of **Loss of Income** to support any claim being made under this benefit.

SPECIFIC EXCLUSIONS

We will not be liable to pay compensation for **Bodily Injury** in respect of any **Insured Person** :

1. caused by such **Insured Person's** suicide, attempted suicide or intentional self-injury or deliberate exposure to obvious risk or **Bodily Injury** (unless in an attempt to save human life),

2. whose **Bodily Injury** is directly or indirectly caused by, arising or resulting from or traceable to any physical, medical or pre-existing condition, defect or infirmity, or any event aggravated by the effect of any physical, medical or pre-existing condition, defect or infirmity.

3. as a direct result of any **Insured Person** 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) or driving a motor vehicle and having more than the legal limit of alcohol in their blood. The legal limit applicable will be as per legislation applicable to the territory where the **Accident** occurred,

4. whilst participating in any riot, strike, civil commotion, public disorder, or as a result of deliberately committing a criminal offence, in respect of this **Section** only the General Exclusion headed: War, Riot and Terrorism Exclusion is amended:

"This Extension does not cover any claim, cost, **Bodily Injury**, or liability directly or indirectly caused by, happening through or occasioned by, in connection with or in consequence of :"

Clauses (1.1.1) to (1.1.8), (1.2.) and (1.3.) remain unaltered.

5. whose **Bodily Injury** or disability is directly or indirectly attributable to:

5.1. Human Immunodeficiency Virus (HIV) or any related illness, Acquired Immune Deficiency Syndrome (AIDS) inclusive of derivatives or variations thereof howsoever caused and / or any Sexually Transmitted Infections (STI's),

5.2. diseases of any kind,

5.3. infectious / contagious disease / pandemics / epidemics.

6. in the case of females, whose **Bodily Injury** or disability is directly or indirectly attributable to, prolonged or accelerated by pregnancy, childbirth, abortion, miscarriage, obstetrical procedures or any sequelae thereof,

7. any **Bodily Injury** or disability whilst participating / engaging in:

7.1. motor cycling (whether as a driver or passenger) other than for employment activities relating to **Your Business**,

7.2. racing of any kind involving the use of any power-driven vehicle, vessel, craft,

7.3. mountaineering necessitating the use of ropes,

7.4. winter sports involving snow or ice,

7.5. polo on horseback, steeplechasing,

7.6. professional football,

7.7. hang-gliding,

7.8. professional sports or sport teams of any kind,

7.9. big game hunting.

8. whose **Bodily Injury** or disability is directly or indirectly caused by, arising or resulting from their occupation / employment in:

8.1. manufacture, storage, filling, breaking down, transport of:

8.1.1. fireworks, ammunition, fuses, cartridges, gunpowder, nitro-glycerine or any explosives unless purely incidental to **Your** main **Business** operations and **We** have agreed to this in writing beforehand,

8.1.2. gases and / or air under pressure in containers other than butane and the like in low pressure containers,

8.2. sub aqueous work,

8.3. underground / mining tunnelling, work or activities,

8.4. construction and maintenance of cofferdams,

8.5. naval, military, police or air force service or operations,

8.6. crews of ships and of offshore drilling rigs,

8.7. airline personnel and aircrew,

8.8. toxic substances and toxic waste,

8.9. ionisation, radiation, contamination by radioactivity from any nuclear fuel or waste from the combustion of nuclear fuel or any way caused or contributed to by the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. (Refer to the General Exclusion headed Nuclear and Institute Radioactive Contamination Exclusion.)

9. while the **Insured Person** is engaged in air travel except as a fare-paying passenger on a recognised airline operation on regular scheduled air route or air travel by any charter aircraft duly licensed as a recognised air carrier.

It is further declared and agreed that:

10. **We** will also not pay compensation for any **Bodily Injury** or disability howsoever arising directly or indirectly caused by, arising or resulting from or attributable to:

10.1. air coupon business and / or automatic airline passenger covers,

10.2. travel coupon / ticket business issued through the medium of automatic vending machines and tour operators group schemes,

10.3. travel agency business,

10.4. coupon insurances issued by way of newspapers, periodicals or as part of any publicity campaign,

10.5. personal accident benefits under life policies,

10.6. policies sold through credit card organisations and / or other financial institutions,

10.7. Common Law / WCA/ COIDA (where applicable) and Employer's Liability,

10.8. salary continuance business,

10.9. cover provided for the fulfilment of any demands in the event of Kidnap and Ransom,

10.10. health insurance elements other than Travel PA insurance.

SECTION 18: GROUP PERSONAL ACCIDENT

DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1.	**Accident / Accidental**	means a fortuitous and unexpected event occurring at an identifiable place and time and which is independent of any other cause. For the purpose of this definition, the term **Accident** / **Accidental** does not include any physical, medical or pre-existing conditions aggravated by the effect of such fortuitous and unexpected event.
2.	**Annual Earnings**	means the annual rate of wage, salary and cost of living allowance being paid or allowed by **You** to such **Insured Person** at the time of **Accidental Bodily Injury**, plus house rents, food allowances and other considerations of a constant character paid or allowed **by** You to such **Insured Person** during the 12 months immediately preceding the date of **Accidental Bodily Injury**.
3.	**Average Weekly Earnings**	means one fifty-second part of **Annual Earnings**.
4.	**Bodily Injury**	means traumatic physical **Bodily Injury** (inclusive of death) caused by an **Accident** and will be deemed to be inclusive of **Bodily Injury** caused by starvation, thirst and exposure to the elements as a result of an **Accidental** occurrence.
5.	**Emergency Benefit**	means costs and / or expenses incurred due to **Accident** and / or unforeseen circumstances not otherwise excluded. The **Emergency Benefit** does not fall within the ambit of a medical scheme, nor is the cover the same as that of a medical scheme. At no stage will the cover substitute or assume to substitute medical aid membership. Further noted that where **We** agree to pay such costs, that these will not be a **Lump Sum** payment and any benefit hereunder will only be paid once **We** have received satisfactory evidence to support any claim made under this benefit.
6.	**Lump Sum**	means the single once off payment of a sum of money which is paid as a benefit that has not resulted in a **Loss of Income** and which cannot be quantified by evidence of the **Loss of Income** suffered.
7.	**Loss of Income**	means that an actual financial loss has been suffered through payment of expenses / costs which have been borne in terms of the **Emergency Benefit** insured hereby and which can be evidenced by receipt validating such payment in conjunction with an official documented invoice / statement for such costs / charges incurred.
8.	**Insured Person**	means natural persons who are stated in the **Schedule** either by name or by occupation.
9.	**Permanent Disability**	means **Bodily Injury** resulting in disability contained in the **Permanent Disability** Table of Benefits up to the percentage of compensation indicated.
10.	**Permanent Total Disability**	means **Bodily Injury** resulting in total and absolute disablement preventing an **Insured Person** from following the usual occupation, or any other occupation for which they are suited by education or training, for 24 consecutive months and which, at the expiry of that period, is beyond hope of improvement.
11.	**Permanent Partial Disability**	means **Bodily Injury** which causes a **Permanent Disability** but not causing inability to work.

12. Temporary Total Disability means **Bodily Injury** temporarily and totally preventing the **Insured Person** from engaging in or giving attention to their usual occupation.

13. Temporary Partial Disability means **Bodily Injury** temporarily preventing an **Insured Person** from engaging in or giving attention to a substantial part of their usual occupation.

PERMANENT DISABILITY TABLE OF BENEFITS

DISABILITY	**PERCENTAGE OF COMPENSATION**
1. Death	100%
2. **Permanent Total Disability**	100%
3. Permanent and total loss of:	
3.1. Wrist, ankle or limb: Separation at or above the wrist or ankle of one or more limbs.	100%
3.2. permanent and total loss of - whole eye - sight of eye - sight of eye except perception of light	 100% 100% 75%
3.3. permanent and total loss of hearing - both ears - one ear	 100% 25%
3.4. permanent and total loss of speech	100%
3.5. loss of four fingers	70%
3.6. loss of thumb - both phalanges - one phalanx	 25% 10%
3.7. loss of index finger - three phalanges - two phalanges - one phalanx	 10% 8% 4%
3.8. loss of middle finger - three phalanges - two phalanges - one phalanx	 6% 4% 2%
3.9. loss of ring finger - three phalanges - two phalanges - one phalanx	 5% 4% 2%
3.10. loss of little finger - three phalanges - two phalanges - one phalanx	 4% 3% 2%
3.11. loss of metacarpals - first or second (additional) - third, fourth or fifth (additional)	 3% 2%
3.12. loss of toes - all on one foot - great, both phalanges - great, one phalanx - other than great, if more than one toe lost, each	 30% 5% 2% 2%

MEMORANDA

1. Where the **Bodily Injury** is not specified, **We** will pay such sum as, in **Our** opinion, is consistent with the provisions listed in the **Permanent Disability** Table of Benefits above.

2. Permanent total loss of use of part of the body will be treated as loss of such part.

3. 100 % will be the maximum percentage of compensation payable for **Permanent Disability** resulting from an **Accident** or series of **Accidents** arising from one cause in respect of any one such person.

COVER PROVIDED

We will compensate **You** in respect of:

1. **Bodily Injury** caused by **Accidental**, violent, external and visible means to any **Insured Person** specified in the **Schedule** during the **Period of Insurance** in the event of **Accidental Bodily Injury** to any **Insured Person** within 24 calendar months, in death or disability as specified in the **Permanent Disability** Table of Benefits.

2. **We** will pay **You**, on behalf of such **Insured Person** or their estate / legal personal representatives, the compensation stated in the **Schedule** up to the maximum limit of liability therein.

SPECIFIC CONDITIONS

1. **We** will not be liable to pay, for **Bodily Injury** resulting from an **Accident** or series of **Accidents** arising from one cause in respect of any one such **Insured Person**, more than the compensation payable for death or **Permanent Disability** (whichever is the higher) plus any compensation payable for **Temporary Total Disability** and **Emergency Benefits**.

2. The compensation specified for **Temporary Total Disability** will be payable for not more than the number of weeks stated in the **Schedule** and such payment will cease as soon as the injury causing the incapacity has healed as far as is reasonably possible, regardless of **Permanent Disability** remaining.

3. Any compensation payable by **Us** for any period of **Temporary Total Disability** or for **Emergency Benefits** will be reduced by an amount equal to the compensation received or receivable by or on behalf of such **Insured Person** under any Workmen's Compensation Enactment for **Temporary Disability** for the same or a lesser period or in respect of **Emergency Benefits.**

4. After suffering **Accidental Bodily Injury** for which compensation may be payable under this **Section**, such **Insured Person** will, when reasonably required by **Us** to do so, submit to medical examination and undergo any treatment specified. **We** will not be liable to make any payment unless this condition is complied with to **Our** satisfaction.

5. This **Policy** is not assignable. Compensation will be payable only to **You** and **Your** receipt will effectually discharge **Us**. No **Insured Person** will have any right against **Us**.

6. Any injured person must be an Insured Person in terms of this **Section** and must be employed by **You** at the time of any event giving rise to a claim under this **Section**.

7. No sum under this **Section** will carry interest.

8. General Conditions headed Other / Dual Insurance and Reinstatement of Cover After a Loss do not apply to this **Section**.

CLAUSES AND EXTENSIONS

1. **DISAPPEARANCE EXTENSION**

In the event of the disappearance of any **Insured Person** in circumstances which satisfy **Us** that they have sustained **Bodily Injury** to which this **Section** applies, and that such **Bodily Injury** has resulted in the death of such **Insured Person**, then **We** will, for the purposes of the insurance afforded by this **Section**, presume their death provided that if, after **We** have made payment hereunder in respect of such **Insured Person's** presumed death, they are found to be alive, such payment will forthwith be refunded to **Us** by **You**.

2. LIFE SUPPORT MACHINERY EXTENSION

Regardless of anything contained in the Cover Provided, the 24-month period stated therein will not include any period or periods where the death of such **Insured Person** is delayed solely by the use, for periods of not less than three consecutive days of life support machinery, equipment or apparatus.

OPTIONAL EXTENSIONS

1. BUSINESS LIMITATION
(if stated to be included)

This **Section** applies only in respect of **Accidental Bodily Injury** to such **Insured Person** arising from and in the course of their employment in **Your Business**.

2. BURNS DISFIGUREMENT EXTENSION
(if stated to be included)

Subject to the exclusion shown below, the following item is added to the **Permanent Disability** Table of Benefits:

Permanent disfigurement resulting from **Accidental** external burns to the combined surface area of the:		
Face and neck	100% surface area disfigurement	50%
	Less than 100% surface area disfigurement	The proportion of 50 % which the actual surface area disfigurement bears to 100% surface area disfigurement
Remaining parts of the body other than the face and neck	100% surface area disfigurement	25%
	Less than 100% surface area disfigurement	The proportion of 25% which the actual surface area disfigurement bears to 100% surface area disfigurement

3. EMERGENCY BENEFIT EXTENSION
(if stated to be included)

We agree to pay an **Emergency Benefit**, provided that such costs will only be paid once **We** have received satisfactory evidence of **Loss of Income** to support any claim being made under this benefit.

SPECIFIC EXCLUSIONS

We will not be liable to pay compensation for **Bodily Injury** in respect of any **Insured Person** :

1. caused by such **Insured Person's** suicide, attempted suicide or intentional self-injury or deliberate exposure to obvious risk or **Bodily Injury** (unless in an attempt to save human life),

2. whose **Bodily Injury** is directly or indirectly caused by, arising or resulting from or traceable to any physical, medical or pre-existing condition, defect or infirmity, or any event aggravated by the effect of any physical, medical or pre-existing condition, defect or infirmity.

3. as a direct result of any **Insured Person** 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) or driving a motor vehicle and having more than the legal limit of alcohol in their blood. The legal limit applicable will be as per legislation applicable to the territory where the **Accident** occurred,

4. whilst participating in any riot, strike, civil commotion, public disorder, or as a result of deliberately committing a criminal offence, in respect of this **Section** only the General Exclusion headed: War, Riot and Terrorism Exclusion is amended:

"This **Section** does not cover any claim, cost, **Bodily Injury**, or liability directly or indirectly caused by, happening through or occasioned by, in connection with or in consequence of :"

Clauses (1.1.1) to (1.1.8), (1.2.) and (1.3.) remain unaltered.

5. whose **Bodily Injury** or disability is directly or indirectly attributable to:

5.1. Human Immunodeficiency Virus (HIV) or any related illness, Acquired Immune Deficiency Syndrome (AIDS) inclusive of derivatives or variations thereof howsoever caused and / or any Sexually Transmitted Infections (STI's),

5.2. diseases of any kind,

5.3. infectious / contagious disease / pandemics / epidemics.

6. in the case of females, whose **Bodily Injury** or disability is directly or indirectly attributable to, prolonged or accelerated by pregnancy, childbirth, abortion, miscarriage, obstetrical procedures or any sequelae thereof,

7. any **Bodily Injury** or disability whilst participating / engaging in:

7.1. motor cycling (whether as a driver or passenger) other than for employment activities relating to **Your Business**,

7.2. racing of any kind involving the use of any power-driven vehicle, vessel, craft,

7.3. mountaineering necessitating the use of ropes,

7.4. winter sports involving snow or ice,

7.5. polo on horseback, steeplechasing,

7.6. professional football,

7.7. hang-gliding,

7.8. professional sports or sport teams of any kind,

7.9. big game hunting.

8. whose **Bodily Injury** or disability is directly or indirectly caused by, arising or resulting from their occupation / employment in:

8.1. manufacture, storage, filling, breaking down, transport of:

8.1.1. fireworks, ammunition, fuses, cartridges, gunpowder, nitro-glycerine or any explosives unless purely incidental to **Your** main **Business** operations and **We** have agreed to this in writing beforehand,

8.1.2. gases and / or air under pressure in containers other than butane and the like in low pressure containers,

8.2. sub aqueous work,

8.3. underground / mining tunnelling, work or activities,

8.4. construction and maintenance of cofferdams,

8.5. naval, military, police or air force service or operations,

8.6. crews of ships and of offshore drilling rigs,

8.7. airline personnel and aircrew,

8.8. toxic substances and toxic waste,

8.9. ionisation, radiation, contamination by radioactivity from any nuclear fuel or waste from the combustion of nuclear fuel or any way caused or contributed to by the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. (Refer to the General Exclusion headed Nuclear and Institute Radioactive Contamination Exclusion.)

9. while the **Insured Person** is engaged in air travel except as a fare-paying passenger on a recognised airline operation on regular scheduled air route or air travel by any charter aircraft duly licensed as a recognised air carrier.

It is further declared and agreed that:

10. **We** will also not pay compensation for any **Bodily Injury** or disability howsoever arising directly or indirectly caused by, arising or resulting from or attributable to:

10.1. air coupon business and / or automatic airline passenger covers,

10.2. travel coupon / ticket business issued through the medium of automatic vending machines and tour operators group schemes,

10.3. travel agency business,

10.4. coupon insurances issued by way of newspapers, periodicals or as part of any publicity campaign,

10.5. personal accident benefits under life policies,

10.6. policies sold through credit card organisations and / or other financial institutions,

10.7. Common Law / WCA/ COIDA (where applicable) and Employer's Liability,

10.8. salary continuance business,

10.9. cover provided for the fulfilment of any demands in the event of Kidnap and Ransom,

10.10. health insurance elements other than Travel PA insurance.

SECTION 19: MOTOR VEHICLES

DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1.	**Accident / Accidental** :	means a fortuitous and unexpected event occurring at an identifiable place and time.
2.	**Agreed Value:**	means that the particular make and model of the **Vehicle** is not published or obtainable from **Our** approved vendor. When cover is arranged on an **Agreed Value** basis **You** must at the commencement of cover supply **Us** with a written valuation certificate from an approved manufacturer / dealer which details the odometer reading, condition and value of the **Vehicle**. This value will be agreed between **You** and **Us** and will be stated as the **Sum Insured** in the **Schedule**.
3.	**After-Market / Non-Standard Accessories and Spare Parts:**	means any accessory or part not supplied by the manufacturer as a standard fitment and are fitted as an aftermarket fitment either during the time of **Vehicle** purchase or afterwards. These are not fitted during the production of a **Vehicle** and are not included in the manufacturer's standard specification for the **Vehicle** model.
4.	**Bodily Injury:**	means physical bodily injury inclusive of death.
5.	**Emergency Benefit:**	means costs and / or expenses incurred due to **Accidental** and / or unforeseen circumstances not otherwise excluded. The **Emergency Benefit** does not fall within the ambit of a medical scheme, nor is the cover the same as that of a medical scheme. At no stage will the cover substitute or assume to substitute medical aid membership. Further noted that where **We** agree to pay such costs, that these will not be a **Lump Sum** payment and any benefit hereunder will only be paid once **We** have received satisfactory evidence to support any claim made under this benefit.
6.	**For Each and Every Limit (EEL):**	means the amount payable, inclusive of costs recoverable from **You** by a claimant or any number of claimants, legal costs incurred with **Our** consent for any **Occurrence** all of which will not exceed the **sum Insured** stated in the **Schedule.**
7.	**In the Annual Aggregate (AGG):**	means a pre-determined Rand amount up to which the **Policy** will cover **You** for each **Annual Period**, regardless of the number of claims submitted or legal costs associated with these claims.
8.	**Lump Sum:**	means the single once off payment of a sum of money which is paid as a benefit that has not resulted in a **Loss of Income** and which cannot be quantified by evidence of the **Loss of Income** suffered.
9.	**Loss of Income:**	means that an actual financial loss has been suffered through payment of expenses / costs which have been borne in terms of the **Emergency Benefit / Trauma Benefit** insured hereby and which can be evidenced by receipt validating such payment in conjunction with an official documented invoice / statement for such costs / charges incurred.
10.	**Licence:**	means a valid driver's licence as prescribed by the National Road Traffic Act or any replacement or similar applicable statute. A person who is a learner driver must comply with the legislation concerning learner drivers.
11.	**Occurrence:**	means 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 **Policy**.

12. Market Value: means the fair value being the average between **Retail Value** and **Trade Value**. The value of the **Vehicle** further depends on the condition and mileage on the **Vehicle**.

13. Retail Value: means the average of what the same **Vehicle** is currently selling for at motor dealerships and is the highest price it can be insured for.

14. Trade Value: means the value **You** would get if the **Vehicle** were to be traded in.

15. Vehicle: The term **Vehicle** means:

15.1. Private type motor car (inclusive of station wagons, minibuses (excluding taxi's), motorised caravans and similar, designed to seat 10 persons or less (inclusive of the driver), and not exceeding 3 500kg in gross vehicle mass.

15.2. Commercial light delivery vehicles or similar vehicles not exceeding 3 500kg in gross vehicle mass.

15.3. Heavy commercial vehicles and light delivery vehicles exceeding 3 500 kg in gross vehicle mass.

15.4. Motorcycles (inclusive of motor scooters, scramblers, three wheelers or quad bikes.)

15.5. Buses designed to seat more than 35 passengers (inclusive of the driver).

15.6. Trailers and caravans which are designed to be drawn by a self-propelled vehicle, excluding any parts or accessories not permanently fitted thereto.

15.7. Commercial trailers or semi-trailers between 15001kg and 17000kg.

15.8. Minibus vehicles designed to convey more than 10 but not more than 16 persons (inclusive of the driver), midibus vehicles designed for the conveyance of more than 16 but not more than 35 persons (inclusive of the driver).

15.9. Special type vehicles as described in the Schedule, inclusive of items such as Tuc-tucs and other specialised motor vehicles which may be registered to be driven on public roads. Inclusive of small self-propelled motor vehicles, for example: golf carts originally designed to transport golfers between shots played on golf courses, which may be used for other purposes, which are not registered to be driven on public roads excluding Plant Items other than for third party insurance only.

15.10. any such Vehicle listed in (13.1 to 13.8 above) being owned by or hired or leased to You, inclusive of any such Vehicle temporarily operated by You as replacement for any insured Vehicle out of use for the purpose of overhaul, upkeep and/ or repair provided that Our maximum liability will not exceed the lesser of the Retail Value of the replacement Vehicle or the limit of indemnity of the replaced vehicle as stated in the Schedule.

16. Uneconomical to Repair: means that the repair / replacement costs of parts, the availability of parts, the repair duration and car hire costs associated with the repair are high in relation to the value of the **Vehicle**.

COVER PROVIDED:

SUB-SECTION A – LOSS OR DAMAGE

We will indemnify **You** for **Accidental**, sudden and unforeseen physical loss / damage by the events as described below.

1. LOSS OF OR DAMAGE

To any **Vehicle** described in the **Schedule** inclusive of accessories and spare parts whilst thereon.

1.1 **After-Market / Non-Standard Accessories and Spare Parts** will be covered if specified and an additional premium paid.

1.2 If the current **Retail Value** of a **Vehicle** cannot be determined by the approved vendor from whom **We** receive **Vehicle** value updates then the onus rests on **You** to ensure that such **After-Market / Non-Standard Accessories and Spare Parts** are insured for the correct value so that the correct premium can be charged.

Provided that:

1.2.1. If **You** have listed items as **After-Market / Non-Standard Accessories and Spare Parts** and they are not included in the manufacturer's standard specification for that particular vehicle model, these will not be regarded as **After-Market / Non-Standard Accessories and Spare Parts** and will not be paid.

1.2.2. In instances where a claim occurs and adjustment has not been calculated, **We** reserve the right to settle according to an amount equal to the value of such **After-Market / Non-Standard Accessories and Spare Part** at the time of loss, but not exceeding the market's latest list price or the Sum Insured stated in the **Schedule**, whichever is the lesser.

2. REPAIR, REINSTATE OR REPLACE

2.1. **We** may, at **Our** own option and discretion, repair, reinstate or replace such **Vehicle** or any part thereof and / or its accessories and spare parts or **We** may pay in cash the amount of the loss or damage not exceeding the **Sum Insured** stated in the **Schedule** and / or its accessories and / or spare parts at the time of such loss or damage, whichever is the lesser.

2.2. If **We** replace or reinstate such **Vehicle**, **We** will have the option to take ownership of the **Vehicle**.

3. LIMIT OF INDEMNITY:

The onus remains with **You** to ensure that the **Vehicle Sum Insured** stated in the **Schedule** is adequate. In the event of a claim the maximum amount payable will be the **Sum Insured** stated in the **Schedule** or at **Our** discretion / election based on:

3.1. the **Retail value** applicable, or

3.2. where previously requested by **You** and agreed to in writing by **Us** the **Agreed Value** stated in the **Schedule.**

Provided that:

3.2.1. **You** provide **Us** with a written valuation certificate from an approved manufacturer / dealer as well as photographs of the odometer reading and condition of the **Vehicle** prior to acceptance of the cover provided. This will be an ongoing requirement from inception throughout the currency of this **Policy**.

3.2.2. All claims, except windscreen / glass will be determined according to this **Agreed Value** less any first amounts payable at the time of loss.

3.2.3. It remains **Your** responsibility to ensure that the **Agreed Value** is updated on the **Renewal Date** reflected on **Your Schedule**. If **You** fail to comply with clause (2.2.1.) then the average value given by three independent motor industry sources will be used as the value of the **Vehicle.**

3.2.4. If the insured **Vehicle** is, at the commencement of any damage to such vehicle by any peril insured against, collectively of greater value than the **Sum Insured** thereon, then **You** will be considered as being **Your** own insurer for the difference and will bear a rateable share of the loss accordingly.

SUB-SECTION B – LIABILITY TO THIRD PARTIES

We will indemnify **You** for **Accidental**, sudden and unforeseen loss / damage by the events as described below.

1. 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 **You** and / or any passenger becomes legally liable to pay all sums inclusive of claimant's costs and expenses in respect of:

1.1. **Bodily Injury** to any person, but excluding :

1.1.1. **Bodily Injury** to any person in **Your** employment arising from and in the course of such employment, or
1.1.2. any person being a member of the same household as **You**,

1.2. damage to property, but excluding:

1.2.1. property belonging to **You** or which is held in trust by **You** or property which is in **Your** custody or control or being conveyed by, loaded onto or unloaded from such **Vehicle**.

Provided that any **Accident** caused by or through or in connection with any open game viewing (or similar) **Vehicle** traveling on a public road that such **Vehicle** must be legally licenced to do so in terms of the National Road Traffic Act No 93 of 1996 (as amended or substituted) and the Regulations promulgated thereunder.

2. **We** will also, in terms of and subject to the limitations of and for the purposes of this Sub Section B – Liability to Third Parties,

2.1. pay all costs and expenses incurred with **Our** written consent and **We** will be entitled at **Our** discretion to arrange for representation at any inquest or inquiry in respect of any **Bodily Injury** relating to death which may be the subject of indemnity under this Sub-Section B – Liability to Third Parties, 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 B – Liability to Third Parties, provided that the total of **Our** liability under both this extension and Sub-Section B – Liability to Third Parties will not exceed the limit of indemnity stated to apply to Sub-Section B – Liability to Third Parties.

2.2. indemnify any person who is driving or using such vehicle on **Your** order or with **Your** permission provided that:

2.2.1. such person will, as though they are **You**, observe, fulfil and be subject to the Terms, Exclusions and Conditions of this **Policy** in so far as they can apply,

2.2.2. such person driving such **Vehicle** has not been refused any motor insurance or continuance thereof by any insurer,

2.2.3. indemnity will not apply in respect of claims made by any member of the same household as such person,

2.2.4. such person is not entitled to indemnity under any other policy except in respect of any amount not recoverable thereunder.

2.3. indemnify **You** while personally driving or using any private type sedan / light delivery vehicle (less than 3 500 kg) not belonging to **You** and not leased or hired to **You** under a lease or suspensive sale agreement.

Provided that :

2.3.1. **You** are an individual and

2.3.2. **You** have insured hereunder a **Vehicle** described under definition (14.1) or (14.2.) and

2.3.3. **We** will not be liable for damage to the **Vehicle** being driven or used.

2.4. indemnify **You** in respect of liability arising from the towing by a vehicle (other than for reward) of any other vehicle or trailer (inclusive of liability in connection with the towed vehicle or trailer), provided that **We** will not be liable for damage to the towed vehicle or trailer or to property therein or thereon.

LIMITS OF INDEMNITY: APPLICABLE TO SUB-SECTION B – LIABILITY TO THIRD PARTIES

Unless otherwise stated, **Our** liability under this Sub-Section B – Liability to Third Parties in respect of any one **Occurrence** will not exceed the limits of indemnity as stated in the **Schedule**.

SUB-SECTION C – EMERGENCY BENEFIT

1. 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; **We** will pay to **You**:

1.1 the **Emergency Benefit** incurred as a result of such injury up to R 1 000 per injured occupant, but not exceeding the R20 000 in total for all occupants injured as a result of an occurrence or series of occurrences arising out of one event.

1.2 The amount payable under this Sub-Section C- **Emergency Benefit** will be reduced by any amount recoverable under any workmen's compensation enactment or similar legislation.

1.3 The term **Emergency Benefit** is inclusive of any costs incurred to free such injured occupant from such **Vehicle** or to bring such injured occupant to a place where suitable treatment can be given.

Defined vehicle but only if it is insured under Sub-Section A of this Section	**Specified part of the Vehicle in which the injury must occur**
Any private-type motor car or motorised caravan	Anywhere inside the **Vehicle**
Any other type of insured vehicle other than a bus or taxi	The permanently enclosed passenger-carrying compartment

SPECIFIC CONDITIONS: APPLICABLE TO SUB-SECTION A LOSS OR DAMAGE

1. CONDITIONS RELATING TO SECURITY MEASURES

1.1. SECURITY DEVICE

If a security device is required, as described in the **Schedule** for the **Vehicle**, loss of or damage to the **Vehicle** after theft will be covered only if:

1.1.1. the required security device is installed in or on the **Vehicle**,

1.1.2. the required security device is in a working condition,

1.1.3. the required security device is activated or put into operation when the **Vehicle** is left unattended.

1.2. TRACKING DEVICE

If a **Tracking Device** is required, as described in the **Schedule** for the **Vehicle**, loss of or damage to the **Vehicle** after theft, hijacking or attempted theft or hijacking will be covered only if:

1.2.1. the required **Tracking Device** is installed in or on the **Vehicle**,

1.2.2. a legally valid contract has been entered into between **Yourself** and the supplier of the **Tracking Device**,

1.2.2.1. this contract must be in force, and all fees must be paid in full at the time of any theft or hijacking or attempted theft or hijacking,

1.2.3. the required **Tracking Device** is activated and in operation at the time of any theft, hijacking or attempted theft or hijacking,

1.2.4. the theft or hijacking is immediately reported to the supplier of the required **Tracking Device**,

1.2.5. either the required **Tracking Device** is self-testing, or **You** have arranged that it is tested at least once every six months.

1.3. DUAL TRACKING DEVICE WARRANTY - HIGH-RISK VEHICLES (01/04/2023)

For the purpose of this **Dual Tracking Device Warranty - Very High-Risk Vehicle** , the term **Dual Tracking** means:

1.3.1. there is a combination of two vehicle tracking systems using any combination of radio frequency and / or GPS technology to track a **Vehicle**.

1.3.1.1. To comply with this requirement these units must be installed postproduction to the **Vehicle** in a secure, private and non-disclosed environment by an accredited fitment facility by trained and qualified installation technicians.

1.3.1.2. Any factory fitted or production fitted unit **DOES NOT** qualify as one of the two units mentioned in (1.3.1.) above.

1.3.1.3. Such **Dual Tracking** must be installed, tested and kept in working condition at all times.

1.3.1.4. There must be a service level agreement (contract) which is inclusive of a vehicle recovery service for **BOTH** devices, which is able to track and recover the **Vehicle** once reported as stolen. This service may be outsourced but must be in addition to services provided by the SAPS or any other law enforcement agency.

Regardless of anything contained to the contrary in the **Policy** or any endorsement thereto, it is noted and agreed that the theft / hijacking excess is 10% for the insured **Vehicle** bearing this warranty.

Any optional excess waiver or provision that allows the waiving of an excess in terms of the **Policy** will apply to any other permitted excesses on the insured **Vehicle** but will under no circumstance apply to the theft/ hijacking excess stated in the **Schedule** / **Annexure**.

The onus will rest on **You** to prove that **BOTH** devices were in fact installed and were fully operational with all monitoring and recovery fees being paid up to date.

Your failure to comply with this **Dual Tracking Device Warranty - Very High-Risk Vehicle** in addition to any other **Terms and Conditions** of this **Policy** will result in **Your** forfeiture to claim hereunder and **We** may reject any claim where such breach is found.

1.4. SECURE DRIVE TRACKING DEVICE WARRANTY

For the purpose of this **Secure Drive Tracking Device Warranty**, the term **Secure Drive Tracking Device** means the "Sigfox" wireless **Vehicle** tracking and recovery unit OR the “Fleet Solution” device package as marketed by Fidelity Secure Drive for CIB.

To comply with this warranty the **Secure Drive Tracking Device** must be installed postproduction to the **Vehicle** in a secure, private and non-disclosed environment by an accredited fitment facility by trained and qualified installation technicians.

Such **Secure Drive Tracking Device** must be installed, tested and kept in working condition at all times. There must be a service level agreement (contract) which is inclusive of a vehicle recovery service for the tracking device, which is able to track and recover the **Vehicle** once reported as stolen. This service may be outsourced but must be in addition to services provided by the SAPS or any other law enforcement agency.

Regardless of anything contained to the contrary in the **Policy** or any endorsement thereto, it is noted and agreed that the theft / hijacking excess stated in the **Schedule / Annexure** is waived for the insured **Vehicle** bearing this warranty.

The onus will rest on **You** to prove that the device was in fact installed and was fully operational with all monitoring and recovery fees being paid up to date.

1.5. SECURE DRIVE TRACKING DEVICE WARRANTY - VERY HIGH-RISK VEHICLE

For the purpose of this Secure Drive Tracking Device Warranty - Very High-Risk Vehicle , the term **Secure Drive Tracking Device** means the "Sigfox" wireless vehicle tracking and recovery unit OR the “Fleet Solution” device package as marketed by Fidelity Secure Drive for CIB.

To comply with this warranty the **Secure Drive Tracking Device** must be installed postproduction to the **Vehicle** in a secure, private and non-disclosed environment by an accredited fitment facility by trained and qualified installation technicians.

Such **Secure Drive Tracking Device** must be installed, tested and kept in working condition at all times. There must be a service level agreement (contract) which is inclusive of a vehicle recovery service for the tracking device, which is able to track and recover the **Vehicle** once reported as stolen. This service may be outsourced but must be in addition to services provided by the SAPS or any other law enforcement agency.

You warrant that you have complied with the **Terms and Conditions** of this **Secure Drive Tracking Device Warranty** on the **Vehicle** bearing this condition and that **Your** theft / hijacking excess is 5% of gross claim amount irrespective of the excess amount stated in the **Schedule / Annexure**.

Any optional excess waiver or provision that allows the waiving of an excess in terms of the **Policy** will apply to any other permitted excesses on the insured **Vehicle** but will under no circumstance apply to theft/ hijacking events. The onus will rest on **You** to prove that the **Secure Drive Tracking Device** was in fact installed and was fully operational with all monitoring and recovery fees being paid up to date.

Your failure to comply with this **Secure Drive Tracking Device Warranty - Very High-Risk Vehicle Warranty** in addition to any other **Terms and Conditions** of this **Policy** will result in **Your** forfeiture to claim hereunder and **We** will reject **Your** claim.

SPECIFIC CONDITIONS: APPLICABLE TO SUB-SECTION B – LIABILITY TO THIRD PARTIES

PRINCIPALS

The Specific Exclusion (4) applicable to all Sub-Sections of this **Section** regarding contractual agreements has been waived and the insurance is extended to indemnity under Sub-Section B – Liability to Third Parties, to the extent required by the conditions of any contract in connection with any liability arising from of the Master Builders 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 **You** for the purposes of the business, provided that **Our** liability will not exceed the limit of indemnity stated in the **Schedule / Annexure / Addendum**.

CLAUSES AND EXTENSIONS

1. CROSS LIABILITIES CLAUSE

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

2. DESCRIPTION OF USE CLAUSE

2.1 **You** are indemnified according to the Description of Use noted in the **Schedule**.

For all classes of Description of Use (as noted below), the indemnity to **You** in connection with any **Vehicle** will 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 excluding **Vehicles** in the possession or commission for the purpose of retail, sale or similar unless **We** agree in writing beforehand.

There will be no cover for any other use other than the Description of Use noted in the **Schedule**.

Should the use of any **Vehicle** change in any way, **We** are to be informed immediately so that cover can be amended accordingly. **Your** failure to notify **Us** of such change to the Description of Use will result in no cover being in place.

2.1.1 STRICTLY PRIVATE

If stated in **Your Schedule**, it is hereby noted and agreed that the **Vehicle** insured hereby has been rated and the terms that have been provided are for *Strictly Private* purposes only.

2.1.2 SOCIAL USE (INCLUSIVE OF TO WORK AND BACK)

If stated in **Your Schedule**, it is hereby noted and agreed that the **Vehicle** insured hereby has been rated and the terms that have been provided are for *Social Purposes* only. This cover is inclusive of private use and commuting to and from work.

2.1.3 PROFESSIONAL BUSINESS USE

If stated in **Your Schedule**, it is hereby noted and agreed that the **Vehicle** insured hereby has been rated and the terms that have been provided are for *Professional Business Purposes* only. This cover is inclusive of private use and frequent business use.

This cover excludes use of the **Vehicle** for the motor trade, driving instruction, towing for reward, hiring, the carriage of fare-paying passengers or the carriage of goods (other than tools of trade or samples for trade purposes).

2.1.4 BUSINESS USE

If stated in **Your Schedule**, it is hereby noted and agreed that the **Vehicle** insured hereby has been rated and the terms that have been provided are for *Business* purposes only. This cover is inclusive of social, private, pleasure and professional business use.

This cover excludes use of the **Vehicle** for the motor trade, driving instruction, towing for reward, hiring, the carriage of fare-paying passengers or the carriage of goods (other than tools of trade or samples for trade purposes).

2.1.5 COMMERCIAL USE

If stated in **Your Schedule**, it is hereby noted and agreed that the **Vehicle** insured hereby has been rated and the terms that have been provided are for *Commercial* purposes. This cover is inclusive of social, private, pleasure, professional business and business purposes as well as the carriage of goods.

This cover excludes driving instruction or towing for reward, or carriage of any load or passengers exceeding the capacity for which it is constructed or licensed to carry as well as the carriage of fare-paying passengers.

This cover also excludes loss of or damage as a result of the carrying of explosives or other hazardous goods inclusive of, but not limited to Ammonium Nitrate, nitro- glycerine or dynamite, the transport of chemicals or compressed gasses or liquid gaseous form or the transportation of hazardous waste.

2.2 For all classes of use, cover does not extend to any use connected with:

2.2.1 racing,

2.2.2 rallies,

2.2.3 speed contests,

2.2.4 speed testing,

2.2.5 use on any racetrack (whether at an organised event or not),

2.2.6 organised / competitive 4 x 4 off road activities such as time trials and contents,

2.2.7 any **Vehicle** used for driving instruction,

2.2.8 any vehicle on rails,

2.2.9 public service Vehicles,

2.2.10 taxis (inclusive of Uber / Bolt and similar),

2.2.11 Vehicles used by Policy, Military.

3. FIRST AMOUNTS PAYABLE CLAUSE

3.1 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, **You** will 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 (inclusive of any payment in respect of costs, expenses and fees), and

3.2 of any expenditure incurred by **Us** in the exercise of any discretion it may have under this insurance. If the expenditure incurred by **Us** will include any first amount payable for which **You** are responsible, such amount will be paid to **Us** by **You** forthwith.

3.3 Amounts payable by **You** in respect of Basic / Voluntary / Additional or Compulsory excesses is calculated separately for each **Vehicle** according to the cover as indicated in the **Schedule**.

4. REPATRIATION CLAUSE

4.1 The necessary cost of repatriation following an insured event up to a maximum amount as stated in the **Schedule / Annexure / Addendum**. **We** will only authorise the repairs to **Your Vehicle** when it has successfully been returned to the Republic of South Africa.

4.1.1 If **You** do not return the **Vehicle** to the Republic of South Africa, then **You** have to prove that the **Vehicle** is **Uneconomical to Repair** in any method acceptable to **Us**, before **You** may be indemnified.

4.1.2 If **We** accept liability, then **We** will determine the wreck value of the vehicle at 20% of the settlement figure, which will be deducted from the amount of the settlement.

5. SUSPENSIVE SALE OR SIMILAR AGREEMENT CLAUSE

If, to **Our** knowledge, the **Vehicle** is the subject of a suspensive sale or similar agreement, such payment will be made to the owner described therein whose receipt will be a full and final discharge to **Us** in respect of such loss or damage.

6. WAIVER OF SUBROGATION RIGHTS CLAUSE

For the purposes of this **Section**, **We** waive all rights of subrogation or action which **We** may have or acquire against any other person to whom the indemnity hereunder applies and each such person will observe, fulfil and be subject to the Terms, Exclusions and Conditions (both General and Specific) of this **Policy** in so far as they can apply.

7. WAR CLAUSE

In respect of Sub-Section B – Liability to Third Parties and Sub-Section C – **Emergency Benefit** only, General Exclusion headed War, Riot And Terrorism Exclusion is amended: This Sub Section does not cover any claim, cost, **Bodily Injury**, or liability directly or indirectly caused by, happening through or occasioned by, in connection with or in consequence of
" Clauses (1.1.1) to (1.1.8), (1.2.) and (1.3.) remain unaltered.

8. PREMIUM ADJUSTMENT CLAUSE

If this **Section** is issued on a specified fleet basis, then **You** need to submit to **Us** at the end of each period agreed and noted in the **Schedule**, a declaration of the total number of **Vehicles** owned, hired, or leased at such expiry date. **We** will, upon receipt of this declaration, make a premium adjustment at the agreed rate per **Vehicle** applied to the difference in the number of **Vehicles** as at the last number declared.

EXTENSIONS APPLICABLE TO SUB-SECTION A- LOSS OR DAMAGE

1. ACCIDENT TOWING AND STORAGE

1.1 The actual costs to store and tow the insured **Vehicle** following an **Accident** claim, provided that **You** contact the Assistance Line stated on the **Schedule / Annexure / Addendum**, who will appoint an approved service provider to tow the Insured **Vehicle** to the closest repairer.

1.2 In the event that the Assistance Line stated on the **Schedule / Annexure / Addendum** is not utilised, then such costs will be limited to a maximum amount of R3 500 VAT inclusive.

2. COST OF DELIVERY EXTENSION

2.1 The reasonable cost of delivery to **You**, after repair of loss or damage, not exceeding the reasonable cost of transport to **Your** permanent address in the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Mozambique, Zambia or Malawi.

3. FIRE EXTINGUISHING CHARGES EXTENSION

We will indemnify **You** for costs relating to the extinguishing or fighting of fire and such costs will be deemed to be damage to **Your Vehicle** and will be payable in addition to any other payment for which **We** may be liable in terms of this **Section**, provided **You** are legally liable for such costs and the insured **Vehicle** was in danger from the fire.

4. INSTRUCTION FOR EMERGENCY REPAIRS

4.1 **You** may give instructions for emergency repairs to be executed without **Our** prior consent to the extent of but not exceeding the amount as stated in the **Schedule / Annexure / Addendum**, provided that a detailed estimate is first obtained and immediately forwarded to **Us**.

5. LOCKS, KEYS AND REMOTE CONTROLS EXTENSION

We will indemnify **You** in respect of the cost of replacing locks and keys, inclusive of the remote alarm controller and if necessary, the reprogramming of any coded alarm system of any insured **Vehicle**, following upon the loss, damage or disappearance of any key or alarm controller of such **Vehicle** or following upon **You** having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller, provided that:

5.1 **Our** liability will not exceed, in respect of any one event, the amount stated in the **Schedule / Annexure / Addendum**,

5.2 such amount will be reduced by the first amount payable (applicable to locks, keys and remote controls) stated in the **Schedule / Annexure / Addendum** per event,

6. PROTECTION AND REMOVAL

6.1 The reasonable cost of protection and removal to the nearest repairers, provided that **You** contact the Assistance Line stated on the **Schedule / Annexure / Addendum**.

7. REPLACEMENT OF YOUR VEHICLE AFTER A CLAIM

Available for private type sedans and Light delivery vehicles less than 3 500 kg only

It is hereby declared and agreed that the option to replace **Your** vehicle with a similar make and model remains **Our** discretion and is based on the following conditions:

7.1 **You** have a valid claim for the **Vehicle** against this **Section**,

7.2 the **Vehicle** is insured for no less than the initial list price (excluding discounts and inclusive of extras),

7.3 the **Vehicle** is according to **Our** discretion uneconomical to repair, or if stolen is not recovered prior to settlement,

7.4 that **You** are the first registered owner and the **Vehicle** is not older than 12 months,

7.5 that the **Vehicle** has travelled less than 30 000 kilometres in total,

7.6 that a similar **Vehicle** is available on the local vehicle market,

7.7 that the **Vehicle** was not previously involved in an accident,

7.8 **Our** indemnity will be limited to:

7.8.1 the New List Price not exceeding the initial purchase price, or the **Sum Insured** as stated in the **Schedule** whichever is the lesser of the same or similar make and model, and

7.8.2 where the **Vehicle** has been noted as a Supercar our indemnity will be limited to:

8.8.1.1. the New List Price not exceeding 10% of the initial purchase price, or

8.8.1.2. the **Sum Insured** as stated in the **Schedule** whichever is the lesser of the same or similar make and model.

It is hereby warranted that in the event that **We** decide not to replace **Your Vehicle** or **You** instruct **Us** not to replace the insured **Vehicle** with a similar make and model, that **Our** maximum indemnity will be limited to the value noted in the **Schedule** at the time of loss / damage, less the excess, betterment or depreciation and less any amount **You** are entitled to claim under a dual insurance policy / agreement.

8. WINDSCREEN / WINDOW GLASS EXTENSION

Subject to the **Vehicle** being comprehensively insured **We** will pay for the cost of repair or replacement to windscreen glass, side or rear glass, head or tail lamps or fitted spotlights forming part of the **Vehicle** as stated in the **Schedule**.

Provided that:

8.1. no other damage has been caused to the **Vehicle** giving rise to a claim under the **Policy**,

8.2. **You** will be responsible for the first amount payable (applicable to windscreen) stated in the **Schedule / Annexure / Addendum** of each and every claim.

9. WRECKAGE REMOVAL EXTENSION

9.1. The cover provided under Sub-Section A – Loss or Damage of this **Section** is extended to be inclusive of costs and expenses incurred by **You** in respect of the clearing up and removal of debris and wreckage of any insured **Vehicle** following damage to such **Vehicle** by the cover provided.

Provided that:

9.1.1. in addition to the limit of indemnity under Sub-Section A – Loss or Damage of this **Section**, **Our** limit of liability under this extension will not exceed, in respect of any one occurrence, the amount stated in the **Schedule / Annexure / Addendum** to apply to this extension.

OPTIONAL EXTENSIONS: APPLICABLE TO SUB-SECTION A: LOSS OR DAMAGE

1. RIOT AND STRIKE EXTENSION
(if stated to be included)

Subject otherwise to the Terms, Conditions, Exclusions and Warranties contained therein, this **Section** is extended to cover loss or damage directly occasioned by or through or in consequence of:

1.1. civil commotion, labour disturbances, riot, strike, or lockout,

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 (1.1.) above,

Provided that this **Optional Extension** does not cover:

1. loss or damage occurring in the Republic of South Africa and Namibia,

2. consequential or indirect loss or damage of any kind or description whatsoever,

3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation,

4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, forfeiture, commandeering or requisition by any lawfully constituted authority,

5. loss or damage related to or caused by any occurrence referred to in the General Exclusion headed : War, Riot and Terrorism Exclusion of this **Policy**.

If **We** allege that, by reason of the provisions of (1.) to (5.) above, loss or damage is not covered by this **Optional Extension**, the burden of proving the contrary will rest upon **You**.

2. CREDIT SHORTFALL EXTENSION
(if stated to be included)

If any total loss settlement under Sub-Section A – Loss or Damage is less than the amount owing to the financier under a current instalment sale or lease agreement, then **We** will pay to **You** an additional amount equal to the shortfall less:

2.1 any arrear instalments or rentals inclusive of interest payable on such arrears,

2.2 all refunds of premium for cancellation of any insurance cover relating to the **Vehicle,**

2.3 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,

2.4 the first amount payable under Sub-Section A – Loss or Damage

Provided always that:

1. the amounts payable will not exceed the maximum indemnity less the first amount payable under Sub-Section A – Loss or Damage,

2. this Extension will 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,

3. 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 will be void,

4. this Extension will not cover any loss or damage related to or caused by any occurrence referred to in General Exclusion headed War, Riot and Terrorism Exclusion of this **Policy** .

If **We** allege that, by reason of the provisions of (1.) to (4.) above, loss or damage is not covered by this **Section**, the burden of proving the contrary will rest with **You**.

3. CAR HIRE EXTENSION
(if stated to be included)

Following a valid claim, **We** will indemnify **You** against the payment for the car hire of a vehicle by **You** provided that:

3.1 **We** arrange for the hire of the vehicle as **Your** agent,

3.2 the option of the vehicle to be hired is stated on the **Schedule** and will not exceed 1600cm unless expressly stated in the **Schedule**,

3.3 the hire is on an unlimited mileage basis but will exclude the cost of fuel and fuel deposit and / or lubricants and / or maintenance,

3.4 the hire period will:

3.4.1 start within 21 (twenty-one) days following theft or **Accidental** damage, and

3.4.2 end on the day once repairs occasioned due to attempted theft or accident have been effected, or upon expiry of the maximum days stated in the **Schedule** after the start of the period of hire, whichever is sooner,

3.4.3 end on the day following the settlement of **Your** claim in the event of a theft or total loss, or upon expiry of the maximum days stated in the **Schedule**, whichever is sooner.

3.5 in the event of any occurrence giving rise to a claim on the hired vehicle during the period of hire, **You** will be responsible for the first amount payable in terms of the car hire agreement / contract.

4. MOTOR ASSISTANCE EXTENSION
(if stated to be included)

In the event of a roadside emergency, **You** need to contact the 24-Hour Assistance Line stated in the **Schedule / Annexure / Addendum.** This service entails 24 hour 7 days a week dispatching of an appropriate service provider and benefits are only applicable to the specified **Vehicles** insured on the **Policy**.

4.1. DRIVE HOME FACILITY EXTENSION

This Extension is only applicable to Insured High Performance **Vehicles** and/or Super Cars less than 3 500 kg's as stated in **Your Schedule** and is limited to 2 free incidents per year, per **Policy**.

It is further noted and agreed that the below conditions will prevail.

4.1.1. Two drivers will be dispatched to chauffeur **You** and the insured **Vehicle** home safely if **Your** alcohol level is over the legal limit provided **You** made the necessary reservation with **Our** service provider.

4.1.2. The service is limited within a 50km radius of the CBD of Johannesburg, Pretoria, Durban, Cape Town, East London, George, Port Elizabeth, Polokwane, and Bloemfontein.

4.1.3. The service is available daily from 18h00 to last pick up of 03h00 the following day.

4.1.4. Reservations must be made 48 hours in advance, alternatively a minimum of 1 hour prior to pick-up on off peak days between Sunday and Wednesday.

4.1.5. Should **You** not meet the driver 15 minutes after the confirmed pick-up time, the service will be cancelled and **You** will be charged for the booking.

4.1.6. **You** are required to contact the Assistance Line stated in the **Schedule / Annexure / Addendum** to make use of this offering.

4.1.7. This Extension can be extended to include other insured **Vehicles** less than 3 500 kg's, however the costs incurred hereto will be solely for **Your** own account and subject to the provisions as noted in (4.1.1.) to (4.1.6.) above.

EXTENSIONS: APPLICABLE TO SUB-SECTION B – LIABILITY TO THIRD PARTIES

1. CONTINGENT LIABILITY EXTENSION

The indemnity under Sub-Section B- Liability to Third Parties is inclusive of claims made against:

1.1. **You** in the event of an **Accident** arising in the course of the **Business** and caused by or through or in connection with any **Vehicle** which is not **Your** property or which is not provided by **You**, while being used by any of **Your** partners or directors or employees (hereinafter in this extension referred to as **Such Person**)

1.2. any **Such Person** in the event of an **Accident** arising in the course of the **Business** and caused by or through or in connection with any **Vehicle** not belonging to them or to **You** or which is leased or hired by either **Yourself** of them, but only in so far as **Such Person** has not been refused any motor insurance or continuance thereof by any insurer.

Provided that:

1.2.1. all the words in Specific Exclusion number 2 to Sub-Section B – Liability to Third Parties are deleted,

1.2.2. **We** will not be liable for loss of or damage to any motor vehicle being used for the purposes and in the manner described in (1.1.) and (1.2.) above,

1.2.3. payment made by **You** in respect of subsidies or travelling allowances to **Such Person** for the use of their own vehicle for **Your** official **Business** purposes, inclusive of the carriage of persons for such purposes, is allowed without prejudice to the insurance by this extension,

1.2.4. if, at the time of the occurrence of any **Accident** giving rise to a claim under this extension, **You** or **Such Person** is entitled to indemnity under any other policy in respect of the same occurrence, **We** will not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy,

1.2.5. the Terms, Exclusions and Conditions of this **Policy** will otherwise apply,

1.2.6. the cover provided under this liability extension will specifically exclude damages arising from, caused by or in connection with the activities relating to Educational Facilities.

The limit of indemnity for any one occurrence will not exceed the amount stated in the **Schedule / Annexure**.

2. PASSENGER LIABILITY EXTENSION

Specific Exclusion number 2 to Sub-Section B - Liability to Third Parties will not apply to Private type sedan **Vehicles** (inclusive of station wagons or Double Cab Light Delivery Vehicle not exceeding 3 500kg in gross vehicle mass). The limit of indemnity for any one occurrence will not exceed the amount stated in the **Schedule / Annexure**.

The cover provided under this liability extension will specifically exclude damages arising from, caused by or in connection with :

1. any minibuses, midibuses, taxi's, motorised caravans and similar,

2. any **Vehicle** designed to seat 10 persons or more,

3. all other **Vehicle** definitions (2-10),

4. any Soft top **Vehicle** (except where applied for beforehand and accepted by **Us** in writing) ,

5. any **Vehicle** for which **You** receive any reward or remuneration,

6. any **Vehicle** which has been converted into an emergency response vehicle.

3. UNAUTHORISED PASSENGER LIABILITY EXTENSION

The indemnity under Sub-Section B – Liability to Third Parties, regardless of Exclusion number 2, extends to cover **Your** 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 **Your** instructions to **Your** driver not to carry passengers. The limit of indemnity for any one occurrence will not exceed the amount stated in the **Schedule**.

The cover provided under this liability extension will specifically exclude damages arising from, caused by or in connection with:

1. any minibuses, midibuses, taxi's, motorised caravans and similar,

2. any **Vehicle** designed to seat 10 persons or more,

3. all other **Vehicle** definitions (2-10),

4. any Soft top **Vehicle** (except where applied for beforehand and accepted by **Us** in writing)

5. any **Vehicle** for which **You** receive any reward or remuneration,

6. any **Vehicle** which has been converted into an emergency response vehicle.

4. PARKING FACILITIES AND MOVEMENT OF THIRD-PARTY VEHICLES EXTENSION

This **Section** extends to indemnify **You** in respect of accidents caused by or through or in connection with the intentional movement of any vehicle (not owned, borrowed, hired or leased to **You**) by any person in **Your** employ or acting on **Your** behalf, provided always that such vehicle was being moved:

4.1. with the authority of **Your** tenants, customers or visitors,

4.2. in connection with **Your** parking arrangements, or

4.3. to facilitate the carrying out of **Your Business**,

Provided further that this extension will not apply in respect of damage to vehicles which are parked for reward.

For the purpose of this extension:

4.4. such vehicles (and the contents / accessories thereof) will not be considered as being held in **Your** trust, or in **Your** custody or control, and

4.5. the limit of indemnity for any one occurrence will not exceed the amount stated in the **Schedule / Annexure**.

OPTIONAL EXTENSIONS: APPLICABLE TO SUB-SECTION B – LIABILITY TO THIRD PARTIES

1. SCHOOLS CONTINGENT LIABILITY EXTENSION
(if stated to be included at an additional premium)

The indemnity under Sub-Section B – Liabilities to Third Parties is inclusive of claims made against:

1.1. **You** in the event of an **Accident** arising in the course of the **Business** and caused by or through or in connection with any **Vehicle** which is not **Your** property or which is not provided by **You**, while being used by any of **Your** partners or directors or employees (hereinafter in this extension referred to as **Such Person**)

1.2. any **Such Person** in the event of an accident arising in the course of the **Business** and caused by or through or in connection with any **Vehicle** not belonging to them or to **You** or which is leased or hired by either **Yourself** of them, but only in so far as **Such Person** has not been refused any motor insurance or continuance thereof by any insurer.

Provided that:

1.2.1. all the words in Specific Exclusion number 2 to Sub-Section B – Liability to Third Parties are deleted,

1.2.2. **We** will not be liable for loss of or damage to any motor vehicle being used for the purposes and in the manner described in (1.1.) and (1.2.) above,

1.2.3. payment made by **You** in respect of subsidies or travelling allowances to **Such Person** for the use of their own vehicle for **Your** official **Business** purposes, inclusive of the carriage of persons for such purposes, is allowed without prejudice to the insurance by this extension:

1.2.4. if, at the time of the occurrence of any accident giving rise to a claim under this extension, **You** or **Such Person** is entitled to indemnity under any other policy in respect of the same occurrence, **We** will not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy,

1.2.5. the Terms, Exclusions and Conditions of this **Policy** will otherwise apply.

1.2.6. The limit of indemnity for any one occurrence will not exceed the amount stated in the **Schedule / Annexure**.

SPECIFIC CONDITIONS – APPLICABLE TO ALL SUB-SECTIONS

1. DRIVERS LICENCE

During the currency of this **Section**, it is a condition precedent to **Our** liability under this **Section** that notification will be sent by **You** to **Us** immediately in writing, informing **Us** that **You** have knowledge of:

1.1. any drivers licence in **Your** favour or of **Your** authorised / regular driver being endorsed, suspended or cancelled, or

1.2. if any driver noted in (1.1.) above, is charged or convicted of any traffic law violation and / or negligent, reckless or improper driving, or

1.3. if **You** or **Your** authorised / regular driver be medically unfit to drive.

Your failure to comply with this condition will result in **Your** forfeiture to claim hereunder.

2. INTERNATIONAL / FOREIGN DRIVERS LICENCE

It is a condition precedent to **Our** liability under this **Section** that:

2.1. any International / Foreign drivers licence must:

2.1.1. be a clear copy from the country of origin,

2.1.2. where such licence is issued in a language other than English then:

2.1.2.1. a full and official English translated copy thereof will be obtained from the relevant Embassies /Consulates as applicable,

2.1.2.2. such document must be presented on an official letterhead which is stamped authenticating that the driver's license is valid in that country and that the license has not been cancelled or suspended,

2.1.2.3. such document must include the date of issue, licence code (representing what the driver is permitted to drive) as well as period that such licence is valid.

2.1.2.4. such document must include the driver's details in order to validate the letter.

2.2. a clear copy of the driver's passport must accompany the above documentation.

2.3. in addition to the above specification relating to international / foreign drivers licences:

2.3.1. **You** need to provide **Us** with **Your** documented processes confirming the validity of any of **Your** employed driver(s) to whom this Specific Condition applies, and

2.3.2. This will remain a continuing duty throughout the currency of this **Policy**.

2.4. cover will only be applicable once the above has been presented and accepted by **Us** prior to cover being granted.

Your failure to inform **Us** according to this condition, will result in **Your** forfeiture to a claim hereunder.

3. **You** must take all reasonable steps to maintain any **Vehicle** in an efficient and roadworthy condition,

4. **You** must take all reasonable steps in the event of any accident or breakdown to prevent further loss or damage from happening and if the insured **Vehicle** which is the subject of a claim is driven or used before the necessary repairs are effected that any extension of the damage or any further damage to such insured **Vehicle** will be entirely at **Your** own risk.

5. It is a continuing duty precedent to **Our** liability hereunder that where insured **Vehicles** are used by **Your** employees that **You** implement and maintain a documented process which is inclusive of checks and balances that employees must adhere to in the safekeeping of items being insured hereunder.

If **We** allege by any reason that loss or damage is not covered the burden of proving the contrary will rest upon **You** and **We** reserve **Our** rights to call for evidence of such process in the validation of any claim where this may apply.

OPTIONAL LIMITATIONS

1. THIRD PARTY ONLY LIMITATION
(if stated to be included):

1.1 Sub-Section A – Loss or Damage and Sub-Section C – **Emergency Benefit** are cancelled.

2. THIRD PARTY, FIRE AND THEFT ONLY LIMITATION
(if stated to be included):

2.1 **Our** liability under sub-Section A – Loss or Damage is restricted solely to loss or damage resulting from fire, self- ignition, lightning or explosion or by theft or any attempt thereat.

2.2 Further, Sub-Section C – **Emergency Benefit** is cancelled.

SPECIFIC EXCLUSIONS: APPLICABLE TO SUB-SECTION A - LOSS OR DAMAGE

We will not be liable to pay for:

1. consequential loss as a result of any cause whatsoever,

2. money paid toward the upgrade of or extension of any maintenance plan or similar expense,

3. depreciation in value whether arising from repairs following the cover provided or otherwise.

4. wear and tear,

5. mechanical, electronic or electrical breakdowns,

6. failures or breakages,

7. any damage to tyres / springs / shock absorbers by application of brakes or by road punctures, cuts or bursts or due to inequalities of the road or other surface or to impact with such inequalities inclusive of potholes or unless such damage is accompanied by damage to other parts of the **Vehicle** not otherwise excluded,

8. any damage caused by or attributable to the un-roadworthy condition of the **Vehicle**,

9. loss, damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by Customs, Police Services, Crime Prevention Units or any lawfully constituted officials or authorities.

SPECIFIC EXCLUSIONS: APPLICABLE TO SUB-SECTION B LIABILITY TO THIRD PARTIES

We will not be liable under this Sub Section B – Liability to Third Parties in respect of:

1. any compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment. This exclusion will apply regardless of whether or not such insurance under such enactment is in force or has been effected,

2. **Bodily Injury** to any person being carried in or upon or entering or getting onto or alighting from a **Vehicle** described in definitions (14.2.) to (14.8.) 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)

3. liability arising from the operation, demonstration or use (for purposes other than maintenance or repair of the vehicle) of any tool or plant forming part of or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant. This exclusion will not apply to forklift trucks.

SPECIFIC EXCLUSIONS – APPLICABLE TO ALL SUB-SECTIONS

We will not be liable for any claim:

1. whilst the **Vehicle** is being used with **Your** general knowledge and consent, otherwise than in accordance with the description of use clause,

2. incurred outside the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Mozambique, Zambia and Malawi, but **We** will indemnify **You** against loss of or damage to any **Vehicle** while in transit by sea or air between ports or places in these territories inclusive of loading and unloading incidental to such transit,

3. incurred while any **Vehicle** is being driven by:

3.1. **You** while **You** are 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 **Yourself**) or while **Your** blood alcohol percentage exceeds the statutory limit at the time of the occurrence or while **You** are not licensed to drive such **Vehicle**,

3.2. any other person with **Your** general consent who, to **Your** 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 **You** or such other person) or while any other person's blood alcohol percentage exceeds the statutory limit at the time of the occurrence or while they are not licensed to drive such **Vehicle**,

3.2.1. this will not apply if **You** were unaware that the driver was unlicensed and **You** can prove to **Our** satisfaction that, in the normal course of **Business**, procedures are in operation to ensure that only licensed drivers are permitted to drive insured **Vehicles**.

Provided that any driver will be deemed to be licensed to drive the **Vehicle** if they comply with the licensing laws relating to any of the territories referred to under Specific Exclusion (2) – Applicable to all Sub Sections, or if non-compliance with any licensing law is solely because of failure to renew any licence subject to periodic renewal, or if a licence is not required by law, or while such driver is learning to drive and is complying with the laws relating to learners or

3.3. a driver who does not hold a current valid Professional Driving Permit (PDP) to drive such a vehicle as required in terms of the National Road Traffic Amendment Act of 1998 as amended. This Exception applies if the driver has held a PDP but has not renewed it but this will not apply if **You** were unaware that the driver was unlicensed and **You** can prove to **Our** satisfaction that, in the normal course of **Business**, procedures are in operation to ensure that only licensed drivers are permitted to drive insured **Vehicles** to which a PDP is required.

4. **We** will not be liable for any claim arising from contractual liability unless such liability would have attached to **You** regardless of such contractual agreement.

5. **We** will not be liable for any claim arising from, through or in connection with any **Vehicle** which is registered outside the boarders of the Republic of South Africa and / or motor **Vehicles**, which have exceeded the re-registration period allowed in terms of the relevant South African licensing legislation determined by the Department of Transport or other authorised entity.

6. **We** will not be liable for any claim arising from, through or in connection with any fraudulent scheme, trick, device or false pretence practised on **You** (or any person having custody of **Your** property). (Refer to the General Exclusion headed Fraudulent Scheme, Trick, Device or False Pretence.)

7. **We** will not be liable for any loss or damage directly or indirectly occasioned by or through or in consequence of any peril / event or circumstance referred to in the General Exclusions of this **Policy.**

SECTION 20: ELECTRONIC EQUIPMENT

DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1. Accident / Accidental : means a fortuitous and unexpected event occurring at an identifiable place and time.

2. Material Damage Perils means fire, lightning, explosion, storm, wind, water, hail, snow, impact, earthquake or any other natural catastrophe.

4. Indemnity Period: means the period beginning with the commencement of damage by **Material Damage Perils** and ending not later than the number of months stated in the **Schedule** during which the results of the **Business** are affected in consequence of **Material Damage Perils**.

5. Market Value: means the current day purchase price of second hand /used property of equal performance and / or capacity to the property lost or damaged and of substantially similar condition where no similar property is available

The **Market Value** will be calculated by deducting from the current new replacement value of the nearest equivalent property, an amount representing:

5.1. 20% for the first year after the date of purchase, and

5.2. 10% per year for each succeeding year.

Subject always to a minimum indemnity of 40% of the current new replacement value of the nearest equivalent property.

6. New Insured Property: means

6.1. property purchased not more than 7 years (or such extended period as may be approved by **Us** in writing) prior to the insured event, it being expressly agreed that in applying this definition upgrades and enhancements will be taken into account in arriving at an indemnifiable amount and the age of the **Insured Property**.

6.2. In respect of **Insured Property** not provided for in (6.1.) above, the basis of indemnification will be the **Market Value** of the **Insured Property** immediately before the loss or damage.

At **Our** option, the **Insured Property** will be regarded as totally destroyed if the repair costs as defined in (6.1.) above equal or exceed its **Market Value** immediately before the damage.

7. Portable Electronic Devices: means a device that is capable of storing, processing and transmitting data, which is small enough to be carried by hand, for example: Laptops, Kindles, iPads and other tablet devices, excluding Cellular Telephones.

8. The Limit of Indemnity: means **Our** liability will not exceed the **Sums Insured** specified in the **Schedule / Annexure** (relating to Sub-Section B – Consequential Loss) in respect of any one **Accident** or series of **Accidents** arising out of or in connection with a **Material Damage Peril**.

In the event of the payment by **Us** of any sum or sums in discharge of **Our** liability in terms of Sub-Section B – Consequential Loss, the **Sum Insured** will automatically be reinstated for the remainder of the current **Period of Insurance.** Provided that **You** will pay **Us** the additional premium required which will be a pro rata calculation from the day of the **Accident** to the end of the **Period of Insurance**.

SUB-SECTION A – MATERIAL DAMAGE

COVER PROVIDED

We will indemnify **You** for **Accidental**, sudden and unforeseen physical loss / damage to the **Insured Property** described in the **Schedule** from any cause not hereinafter excluded whilst:

1. at work or at rest anywhere within that part of the building occupied by **You** at the insured premises described in the **Schedule**,

2. in transit inclusive of loading and unloading or whilst temporarily stored at any premises en route,

3. temporarily removed from that part of the building occupied by **You** at the insured premises described in the **Schedule** to any other building.

Regardless of anything contained to the contrary in the **Policy**, the cover provided in respect of **Portable Electronic Devices** that are temporarily located outside of the territorial limits specified in the **Policy** will be worldwide.

BASIS OF INDEMNIFICATION

1. The cover provided by Sub-Section A – Material Damage is subject always to the **Sums Insured** contained in the **Schedule** or any specific limit stated in the **Schedule / Annexure** and is inclusive of (where applicable):

1.1. dismantling,

1.2. re-erection,

1.3. transportation,

1.4. removal of damaged property insured (but less the value of the remains) and, where applicable,

1.5. importation duties and value added tax.

A. PARTIAL LOSS

If the **Insured Property** suffers damage that can be repaired, the basis of indemnification will be the restoration expenses reasonably and necessarily incurred to restore the damaged property to working order provided that:

1. the value of damaged parts which can be used will be deducted,

2. the costs of any alteration, addition, improvement or overhaul carried out at the time of repair are not recoverable under this Sub-Section A – Material Damage,

3. if, without **Our** consent, temporary repairs are carried out by **You** in the interests of safety or to minimise further loss or damage to the **Insured Property**, the cost of such temporary repairs will be borne by **Us**. In the event that the temporary repairs aggravate the loss or cause additional loss or damage to the **Insured Property**, any additional costs so incurred or consequence arising therefrom will be for **Your** account,

4. where the damage is restricted to a part or parts of an insured item, **We** will not be liable for an amount greater than the value of such part or parts which are lost or damaged allowed for within the **Sum Insured**.

B. TOTAL LOSS

In cases where the **New Insured Property** is totally lost or destroyed, the basis of indemnification will be the 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 lost or damaged provided always that:

1. the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to **Your** requirements, subject to **Our** liability not being thereby increased) must be commenced and carried out with reasonable dispatch otherwise no payment exceeding the **Market Value** of the **Insured Property** immediately before the damage will be made,

2. until expenditure has been incurred by **You** in replacing or reinstating the **Insured Property**, then **We** will not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein,

3. these conditions will be without force or effect if:
   3.1. **You** fail to intimate to **Us** within 6 months of the date upon which the damage occurred (or such further time as **We** may in writing allow) their intention to replace or reinstate the **Insured Property**,

   3.2. **You** are unable or unwilling to replace or reinstate the **Insured Property** on the same or another site,

4. at **Our** sole option, following commercial and technical appraisal by **Our** representative, the period referred to in the definition of **New Insured Property** may be extended (on an annual basis from the **Renewal Date** reflected in the **Schedule**) subject always to such extension of period being admitted by memorandum to this **Section**.

SPECIFIC CONDITIONS

1. AVERAGE (UNDER INSURANCE)

In respect of (6.1) and (6.2) referred to in the definition of **New Insured Property**, if at the time of repair, replacement or reinstatement, the sum representing the cost which would have been incurred in repair, replacement or reinstatement if the whole of the **Insured Property** had been lost or damaged exceeds the **Sum Insured** thereon at the time of any loss of or damage to such property, then **You** will be considered as being **Your** own insurer for the difference and will bear a rateable proportion of the loss or damage accordingly. Each item of this **Section** (if more than one) to which these conditions apply will be separately subject to this Average Condition.

SUB-SECTION B – CONSEQUENTIAL LOSS

COVER PROVIDED

The insurance provided by this Sub-Section B – Consequential Loss (if stated in to be included) will be subject to the **Limits of Indemnity** stated in the **Schedule** and will be inclusive of,

1. INCREASED COST OF WORKING

The insurance under this item is limited to the additional expenditure necessarily and reasonably incurred by **You** during the **Indemnity Period** in consequence of **Material Damage Perils** only, for the sole purpose of avoiding or diminishing the interruption of or interference with **Your Business** not exceeding the included amount stated in the **Schedule / Annexure** or such additional amount stated in the **Schedule**, 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 **Material Damage Perils** and **You** will bear the first amount payable stated in the **Schedule / Annexure** of each and every claim.

Provided that the indemnity by this item will not apply directly or indirectly to:

1.1. the cover provided for in terms of the Reinstatement of Data item of this Sub Section B – Consequential Loss,

1.2. the intrinsic value (inclusive of the reinstalment value) of the **Insured Property** insured by Sub Section A: Material Damage,

1.3. **We** will not be liable to pay more than the included amount stated in the Schedule / Annexure per any one event or such other additional amount stated in the **Schedule** where **We** have previously agreed, and additional premium has been paid by **You**.

2. REINSTATEMENT OF DATA/PROGRAMMES

The insurance under this item is limited to costs and expenses necessarily and reasonably incurred by **You** for the reconstitution or recompilation of data and / or programmes recorded on or stored in data-carrying media which are lost as a result of **Accidental** erasure (which will be inclusive of the cover provided by Sub-Section A – Material Damage of this **Section**) or by theft or by the deliberate wilful or wanton intention of causing the cancellation or corruption of data or programmes as provided for in the Sub-Section A – Material Damage of this **Section**.

Provided that:

2.1. the indemnity provided hereby will 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,

2.2. in respect of each and every event or series of events arising out of or in connection with one original cause or source indemnifiable by this item, then **You** will bear the amount stated in the **Schedule / Annexure / Addendum** as the first amount payable,

2.3. where **You** elect to insure programmes (software), a schedule of such programmes will be lodged with **Us** at the commencement of each **Annual Period**.

The **Limit of Indemnity** for any one occurrence will not exceed the amount stated in the **Schedule / Annexure.**

CLAUSES AND EXTENSIONS

1. TENANTS CLAUSE

The cover provided by Sub-Section A – Material Damage will not be invalidated by any act or neglect on the part of **Your** tenant (where **You** own the building) or another tenant or the owner of the building (where the **You** are a tenant) provided that **You** notify **Us** as soon as such act or neglect comes to **Your** knowledge and pay on demand the appropriate additional premium.

The cover provided under this clause is subject to the cover provided as stated to be included.

2. HIRE PURCHASE / FINANCE AGREEMENTS CLAUSE

Where **We** have knowledge of the **Insured Property** or any individual item thereof being the subject of a suspensive sale or similar agreement, payment hereunder will be made to the owner described therein whose receipt will be a full and final discharge to **Us** in respect of loss or damage indemnifiable by Sub-Section A – Material Damage.

3. CAPITAL ADDITIONS AND CURRENCY FLUCTUATIONS CLAUSE

The indemnity by this **Section** will include:

3.1. additional equipment or programmes purchased by **You** of a similar nature to that specified in the **Schedule**, provided that, in respect of loss or damage due to electrical, mechanical or electronic breakdown or explosion, the insurance will only commence after satisfactory completion of installation or commissioning/ testing and put into use at **Your** buildings insured,

3.2. provision for devaluation or revaluation of the currency of the Republic of South Africa against that of the country of origin of the **Insured Property** and other inflationary trends, which may result in the escalation of the **Sum Insured** (representing the installed new replacement value) of the **Insured Property**,

3.3. Provided that the increase will not exceed, by more than 25%, the total **Sum Insured** for Sub- Section A – Material Damage specified in the **Schedule**, it being agreed that **You** will advise **Us** of such alterations after the expiry of each **Period of Insurance** and pay the appropriate premium thereon but not exceeding 50% of the difference.

4. REINSTATEMENT

Regardless of anything contained to the contrary in Sub-Section B – Consequential Loss, it is hereby declared and agreed that, in the event of loss following damage by **Material Damage Perils** being aggravated by:

4.1. **You** being unable or unwilling to replace or reinstate property destroyed or damaged, or failing to carry out such replacement or reinstatement within a reasonable time, or

4.2. additions, alterations or improvements being effected to the property insured on the occasion of its repair,

Our liability related to Business Interruption which would have arisen in the absence of (5.1.) and (5.2.) is limited to the included amount stated in the **Schedule / Annexure** or the amount stated in the **Schedule** at an additional premium opposite this clause whichever is the greater.

5. INCOMPATIBILITY EXTENSION

Regardless of anything contained to the contrary in the **Policy**, the indemnity by Sub-Section A – Material Damage and Sub- Section B – Consequential Loss (relating to Reinstatement of Data / Programs only) of this **Section** will indemnify **You** for costs incurred in respect of:

5.1. modifications or alterations to the property insured directly consequent upon indemnifiable loss or damage to ensure the operating integrity of the electronic system,

5.2. replacement or upgrading of legal programmes to achieve compatibility with the modified or altered electronic system,

5.3. the restoration of previously captured data which has become inaccessible due to the modifications to or alterations of the electronic system or in consequence of the replacement or upgrading of legal programmes,

Provided always that:

1. the costs provided for in (5.1.), (5.2.) and (5.3.) above will be necessarily and reasonably incurred to maintain normal working conditions,

2. such additional costs will be incurred as a direct consequence of indemnifiable loss or damage in terms of Sub-Section A – Material Damage and Sub- Section B – Consequential Loss (relating to Reinstatement of Data / Programs only) of this **Section**,

3. the cover afforded hereunder will be restricted to:

3.1. parts or components of the electronic system which are not indemnifiable under Sub- Section A – Material Damage hereof,

3.2. programmes or data reinstated not indemnifiable under Sub- Section B – Consequential Loss (relating to Reinstatement of Data / Programs only) hereof,

The indemnity by this Extension will, in respect of any one event, be limited in the aggregate to the amount stated in the **Schedule / Annexure**.

6. FIRE EXTINGUISHING CHARGES EXTENSION

If any public authority empowered to do so will charge **You** with any costs arising from their activities in dealing with the consequences of an insured peril having operated, such costs will be deemed to be damage to the **Insured Property** and will be payable in addition to any other payment for which **We** may be liable in terms of this insurance.

7. SOFTWARE EXTENSION

Physical loss of or damage to software of electronic equipment items described in the **Schedule**, from any cause not specifically excluded herein.

The **Limit of Indemnity** for any one occurrence will not exceed the amount stated in the **Schedule / Annexure / Addendum**.

8. ARCHITECTS' AND OTHER PROFESSIONAL FEES EXTENSION

Professional fees necessarily and reasonably incurred in the repair or reinstatement of property following indemnifiable loss or damage, provided that the amount payable in respect of such fees does not exceed the percentage / amount stated in the **Schedule / Annexure** in respect of such damage and provided that the total amount recoverable will not exceed the **Sum Insured** on the property affected but will not include expenses incurred in connection with the preparation of **Your** claim.

9. CLEARANCE COSTS EXTENSION

Costs necessarily and reasonably incurred by **You** in respect of demolition or dismantling of property and / or removal of debris and in providing, erecting and maintaining hoardings and other similar structures required during demolition, dismantling, debris removal and reconstruction following indemnifiable loss of or damage to such property, provided that the total amount recoverable does not exceed the percentage / amount stated in the **Schedule / Annexure** in respect of such damage and provided that the total amount recoverable will not exceed the **Sum Insured** on the property affected.

10. EXPRESS DELIVERY AND OVERTIME EXTENSION

Extra charges for express delivery, airfreight, overtime, Sunday and holiday rates of wages payable in respect of the necessary and reasonable additional costs incurred by **You** for effecting repairs or replacement approved by **Us**, limited to the percentage / amount stated in the **Schedule / Annexure** which the repair or replacement would have cost had these additional costs not been incurred.

OPTIONAL EXTENSIONS: TO SUB SECTION B – CONSEQUENTIAL LOSS

1. TELKOM ACCESS LINES
(if stated in to be included)

Subject to the limits specified in the **Schedule**, loss as provided for under the cover provided of Sub-Section B – Consequential Loss arising from **Material Damage Perils** resulting in failure of the Telkom access lines is included, provided always that the insurance under this Extension will be subject to the special conditions below.

Special conditions applicable to Telkom access lines:

1.1. **Our** liability will not exceed the **Sum Insured** by this Sub-Section B – Consequential Loss.

1.2. the **Indemnity Period** will commence 12 hours after the failure and end not later than 30 days after such failure.

1.3. the insurance provided does not cover loss occasioned by the deliberate act of any Telkom authority or by the exercise of such Telkom authority of its power to withhold or restrict access to its lines.

SPECIFIC EXCLUSIONS TO SUB-SECTION A

We will not be liable to indemnify **You** irrespective of the original cause in respect of:

1. the first amount payable as stated in the **Schedule** in respect of Sub-Section A – Material Damage, of each and every event giving rise to a claim. Where more than one item of **Insured Property** suffers physical loss or damage in any one event, the first amount payable will be the highest single amount applicable to such **Insured Property**,

2. derangement unless accompanied by physical damage otherwise covered by this **Section**,

3. loss or damage recoverable in terms of any maintenance and / or leasing agreement effected by or on **Your** behalf covering the **Insured Property**,

4. faults or defects known to **You** (or **Your** responsible employees) at the time this insurance was arranged or during the currency of the insurance and not disclosed to **Us** or any consequences thereof,

5. wastage of material or similar or wearing out of any part of the **Insured Property** caused by or naturally resulting from ordinary usage or working or other gradual deterioration, development of poor contacts or scratching of painted or polished surfaces of a cosmetic nature,

6. parts having a short life such as (but not limited to) bulbs, valves, contacts, X-ray tubes, cathode ray tubes, thermionic emission tubes, fuses and sacrificial buffer circuits if such parts are damaged as a result of physical loss or damage as provided for by Sub-Section A – Material Damage to other parts of the **Insured Property**, then **We** will indemnify **You** for the residual value prior to the loss of such exchangeable parts,

7. the cost of reproducing data and / or programmes whether recorded on cards, tapes, discs or otherwise unless specifically provided for in Sub-Section B – Consequential Loss hereof,

8. loss of use of the property or other consequential loss, damage or liability of whatsoever nature other than losses specifically provided for herein.

9. **9.1** loss by theft or by disappearance of the **Insured Property** unless accompanied by forcible and violent entry into or exit (or any attempt thereat) from that part of the building occupied by **You** at the insured premises described in the **Schedule** or as a result of theft or any attempt thereat, following violence or threat of violence,

9.2 loss of the **Insured Property** by theft during transit or whilst temporarily removed from the insured building unless identifiable by the insured with a specific incident which has been immediately reported to **Us** and the police,

9.3 **We** will not indemnify **You** for theft from any unattended vehicle in the **Your** custody or control or any of **You**r principals, partners, directors or employees unless the property is:

9.3.1 contained in a completely closed and securely locked vehicle, and

9.3.2 completely concealed from the view of passer-by's, or

9.3.3 the vehicle itself is housed in a securely locked building, and

9.3.4 entry to or exit from such locked vehicle or building is accompanied by forcible and violent entry or exit,

9.3.5 in the case of 4x4 and light delivery vehicles the **Insured Property** must be concealed as far as possible and entry must be visible, forcible or violent,

9.3.6 the use of car lock "jamming" devices, that prevents **Your** vehicle from locking, will not constitute visible, forcible or violent entry,

9.3.7 In respect of each and every event where theft from a vehicle is not accompanied by signs of forcible and violent entry / exit, an additional 10% of the gross claim amount will apply to the basic excess of each and every claim,

Further provided that provisos (9.3.1.) to (9.3.6.) above will not apply to theft of the **Insured Property** where the transport vehicle:

9.3.7.1 has been hijacked, or

9.3.7.2 has been involved in a road accident or sustains a breakdown and, due to circumstances beyond the control of the vehicle crew / driver, the **Insured Property** is of necessity left unprotected,

10. **We** will not indemnify **You** for loss or damage of whatsoever nature arising directly or indirectly out of or in connection with the action of any computer virus, Trojan or worm or other cyber related / similar destructive media losses.

11. the dishonesty of any of **Your** principals, partners, directors or employees whether acting alone or in collusion with others or any fraudulent scheme, trick, device or false pretence practised on **You** (or any person having custody of **Your** property).

12. any loss or **Damage** arising out of the deliberate withholding of power by a supply authority, or Grid Failure (refer to the General Exclusion headed Grid Failure Exclusion 01/04/2023) is specifically excluded.

13. any loss or damage directly or indirectly occasioned by or through or in consequence of any peril / event or circumstance referred to in the General Exclusions of this **Policy.**

SPECIFIC EXCLUSIONS: TO SUB-SECTION B

We will not indemnify **You** for loss or damage of whatsoever nature arising directly or indirectly out of or in connection with:

1. the action of any computer virus, Trojan or worm or other cyber related / similar destructive media losses,

2. any fines or penalties for breach of contract for late or non-completion of orders or any penalties of whatsoever nature,

3. any loss of profit or consequential loss of whatsoever nature unless specifically provided for herein.

SECTION 21: MOTOR TRADERS EXTERNAL

DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1. Accident / Accidental : means a fortuitous and unexpected event occurring at an identifiable place and time.

2. Accessories and Spare Parts means any accessory or part not supplied by the manufacturer as a standard fitment and fitted as an aftermarket fitment (optional extras) specified in the **Schedule**.

3. Bodily Injury: means physical bodily injury inclusive of death.

4. Damage means physical damage to the **Insured Vehicle**.

in the manufacturer's standard specification for the **Vehicle** model.

5. Emergency Benefit: means costs and / or expenses incurred due to **Accidental** and / or unforeseen circumstances not otherwise excluded.
The **Emergency Benefit** does not fall within the ambit of a medical scheme, nor is the cover the same as that of a medical scheme. At no stage will the cover substitute or assume to substitute medical aid membership.
Further noted that where **We** agree to pay such costs, that these will not be a **Lump Sum** payment and any benefit hereunder will only be paid once **We** have received satisfactory evidence to support any claim made under this benefit.

6. Lump Sum: means the single once off payment of a sum of money which is paid as a benefit that has not resulted in a **Loss of Income** and which cannot be quantified by evidence of the **Loss of Income** suffered.

7. Loss of Income: means that an actual financial loss has been suffered through payment of expenses / costs which have been borne in terms of the **Emergency Benefit / Trauma Benefit** insured hereby and which can be evidenced by receipt validating such payment in conjunction with an official documented invoice / statement for such costs / charges incurred.

8. Employee : means any person employed by **You** and acting in the course of the **Business**.

9. Insured Vehicle: means

9.1. any vehicle, trailer, motorcycle, scooter and quad bike which is **Your** property or is in **Your** custody or control.

But excluding vehicles of any description:

1. being **Your** property other than trading stock,
2. being hired or sold under a suspensive sale or other deferred ownership agreement,
3. Construction Plant Items,

9.2. any vehicle (mechanically propelled or otherwise) attached to a vehicle covered under (9.1). above for the purpose of being towed or salvaged,

9.3. any vehicle as described in (9.1.) and (9.2.) belonging to any customer.

10. Loss: means disappearance, lost through hold up or hi-jacking and forcible dispossession which was reported to the South African Police.

11.	**Occurrence**	means an event or series of events arising from one cause in connection with any one **Insured Vehicle** in respect of which indemnity is provided by this insurance.
12.	**Purchase Price**	means the price paid as a trade in or cash purchase from a third party.
13.	**Reasonable Retail Value**	means the reasonable retail value of the **Insured Vehicle** and its **Accessories and Spare Parts** thereon or therein at the time of such **Loss** or **Damage** and will be determined by the current updated value received from **Our** approved vendor who supplies us with vehicle values.

COVER PROVIDED

We will indemnify **You** for **Accidental**, sudden and unforeseen physical **Loss** / **Damage** to any **Insured Vehicle** arising in the course of **Your Business** including its **Accessories and Spare Parts** whilst therein or thereon according to the BASIS OF INSURANCE as stated in the **Schedule** occurring whilst the **Insured Vehicle** is:

1. on the road,

2. temporarily garaged during the course of a journey elsewhere other than in or on any **Business** premises owned and /or occupied by the Insured anywhere in the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Zambia, Mozambique and Malawi,

3. within or about **Your** premises as specified in the **Schedule**.

BASIS OF INSURANCE

1. WAGES BASIS
(If stated to be included)

1.1. The cover under this **Section** will only be operative whilst the **Insured Vehicle** is being used:

1.1.1. for **Your Business** purposes and used by **You**, or **Your** members, directors, representatives or **Employees** excluding transit, delivery or convoying for or on **Your** behalf by casual drivers or persons not wholly and regularly engaged in **Your** employ,

1.1.2. for purposes of tuition provided that the person being taught to drive is complying with the law in force relating to learner-drivers and is accompanied by a fully licensed driver who will be either **Yourself** or any of **Your** members, directors, representatives or **Employees**,

1.1.3. for purposes of demonstration which will include driving by the person to whom the **Insured Vehicle** is being demonstrated provided that such person is accompanied by a fully licensed driver who will be either **Yourself** or any of **Your** members, directors, representatives or employees,

1.1.4. for social, domestic and pleasure purposes (whether such use is incidental to **Your Business** or not) by any person other than **Yourself** or any of **Your** members, directors, representatives or **Employees**.

1.2. It is a condition precedent to **Our** liability under this **Section** that **You** will regularly record in a proper wage register the name of every **Employee** together with the wages, salary, commission and other consideration paid or allowed to such **Employee** and will immediately record in such wage register the date of engagement and of discharge of each **Employee**.

2. NAMED DRIVER BASIS
(If stated to be included)

The cover under this **Section** will only be operative whilst the **Insured Vehicle** is being driven by or is for the purpose of being driven by or being in the charge of any person whose name is mentioned under the heading "NAMED DRIVER BASIS" in the **Schedule** provided that such person is either **You** or any of **Your** members, directors, representatives or **Employees** and the **Insured Vehicle** is being used:

2.1. for **Your Business** purposes,

2.2. for purposes of tuition provided that the person being taught to drive is complying with the law in force relating to learner-drivers and is accompanied by any person whose name is mentioned under the heading "Named Driver Listing" in the **Schedule,**

2.3. for purposes of demonstration which will be inclusive of driving by the person to whom the **Insured Vehicle** is being demonstrated provided that such person is accompanied by any person whose name is mentioned under the heading "Named Driver Listing" in the **Schedule**,

2.4. for social, domestic and pleasure purposes (whether such use is incidental to **Your Business** or not) by any person whose name is mentioned under the heading "Named Driver Listing" in the **Schedule**.

3. **TRADE PLATE BASIS**
(If stated to be included)

The cover under this **Section** will only be operative whilst the **Insured Vehicle** carrying in the manner and for purposes prescribed by law a trade plate bearing any trade registration number which is mentioned under the heading "TRADE PLATE BASIS" in the **Schedule** and is being used:

3.1. for **Your Business** purposes and by **You** or any of **Your** members, directors, representatives or **Employees**, excluding transit, delivery or convoying for or on **Your** behalf by casual drivers or persons not wholly and regularly engaged in **Your** employ,

3.2. for purposes of tuition provided that the person being taught to drive is complying with the law in force relating to learner-drivers and is accompanied by a fully licensed driver who will be either **Yourself** or any of **Your** members, directors, representatives or **Employees**,

3.3. for purposes of demonstration which will be inclusive of driving by the person to whom the **Insured Vehicle** is being demonstrated provided that such person is accompanied by a fully licensed driver who will be either **Yourself** or any of **Your** members, directors, representatives or **Employees**,

3.4. for social, domestic and pleasure purposes (whether such use is incidental to **Your Business** or not) by any person other than **Yourself** or any of **Your** members, directors, representatives or **Employees**.

SUB-SECTION A – LOSS OF OR DAMAGE

We will indemnify **You** in accordance with the cover provided.

Provided always that:

1. **We** may at **Our** own option repair, reinstate or replace such **Insured Vehicle** or any part thereof and / or the spare wheels, tools, **Accessories and Spare Parts** or may pay in cash the amount of the **Loss** or **Damage**,

2. **Our** liability under Sub-Section A – Loss or Damage of this **Section** is limited to the **Reasonable Retail Value** of the **Insured Vehicle** (inclusive of the spare wheels, tools, , **Accessories and Spare Parts**) but not in any case exceeding the amount stated in the **Schedule** in respect of Sub-Section A – Loss or Damage and in respect of any one **Accident** or **Occurrence**,

3. In the event of any part (which is inclusive of any spare wheel, tool, accessory and spare part) needed to repair or replace **Damage** (insured against under Sub-Section A – Loss or Damage of this **Section**) to such **Insured Vehicle** being unobtainable in the Republic of South Africa as a standard (ready manufactured) article then **Our** liability will be discharged by the payment of a sum equal to the value of such part (inclusive of the reasonable cost of freight other than by air) at the time of the **Accident** but not in any case exceeding such part's price as stated in the manufacturer's last issued catalogue or price list,

4. If such **Insured Vehicle** is disabled by reason of any **Loss** or **Damage** insured against under Sub-Section A – Loss or Damage of this **Section**, then **We** will pay the reasonable cost of protection and removal to the nearest repairers**,** provided that such costs are limited to the maximum amount stated in the **Schedule / Annexure**.

5. **You** may give instructions for emergency repairs to be executed without **Our** prior consent to the extent of but not exceeding the amount as stated in the **Schedule / Annexure** on the understanding that a detailed estimate is first obtained and immediately forwarded to **Us**.

6. **We** will also pay the reasonable cost of delivery to **You** after repair of the aforesaid **Loss** or **Damage** but not exceeding the reasonable cost of transport to **Your** address anywhere in the Republic of South Africa, Namibia, Lesotho, Botswana, Kingdom of Eswatini, Mozambique, Malawi and Zambia on condition, however, that **Our** liability for the aforesaid cost in respect of protection, removal and delivery will in any case be limited to the amount stated in the **Schedule / Annexure** in total.

7. cover afforded under this **Section** in respect of Social, Domestic and Pleasure use is restricted to the nominated drivers as specified in the **Schedule.**

SUB-SECTION B – LIABILITY TO THIRD PARTIES

1. **We** will indemnify **You** in the event of an accident caused by or through or in connection with an **Insured Vehicle**, inclusive of the loading and / or unloading of such **Insured Vehicle**, against all sums, inclusive of claimant's costs and expenses, which **You** will become legally liable to pay in respect of **Damage** or **Injury**, and
2. pay all costs and expenses (which are connected with the indemnity provided under Sub-Section B of this **Section**) incurred with **Our** written consent, and

3. indemnify in terms of and subject to the limitations of and for the purposes of Sub-Section B of this **Section**, any person who is driving any **Insured Vehicle** on **Your** order or with **Your** permission, on the understanding that:

   3.1. such person is not entitled to indemnity under any other policy or any other Section of this **Policy**,

   3.2. such person will as though they were **You** observe, fulfil and be subject to the Terms, Limitations, Exclusions and Conditions of this **Section** and of this **Policy** in so far as they can apply,

   3.3. such person has not been refused any motor vehicle insurance or continuance thereof by any insurance company or underwriter.

   Provided always that **Our** liability under Sub-Section B of this **Section** in respect of:

   3.4. any **Damage** or **Bodily Injury**, costs and / or expenses will be limited to the sum specified in respect of Sub-Section B in the **Schedule**, in respect of any one accident or series of accidents due to or arising out of any one event or **Occurrence**, except that in respect of **Damage** or **Bodily Injury**, costs and / or expenses directly or indirectly due to or in consequence of fire or explosion, then **Our** liability under Sub-Section B of this **Section** will be limited to the sum specified in respect of Sub-Section B in the **Schedule** or the sum of R500 000 (whichever is the lesser, in respect of any one accident or series of accidents due to or arising out of any one event or **Occurrence**.)

SUB-SECTION C – EMERGENCY BENEFIT

1. If an occupant in the specified part of an **Insured Vehicle**, in direct connection with such **Insured Vehicle**, sustains **Bodily Injury** by violent, accidental, external and visible means, **We** will pay to **You**:

   1.1 the **Emergency Benefit** incurred as a result of such **Bodily Injury** up to R 1 000 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.

   1.2 The amount payable under this Sub-Section C – Emergency Benefit will be reduced by any amount recoverable under any workmen's compensation enactment or similar legislation.

   1.3 The term **Emergency Benefit** includes any costs incurred to free such injured occupant from such vehicle or to bring such injured occupant to a place where suitable treatment can be given.

APPLICATION OF LIMITS OF INDEMNITY

In the event of any accident involving indemnity to more than one person, any limitation by the terms of this **Section** and/or of any endorsement thereon of the amount of any indemnity will apply to the aggregate amount of indemnity to all persons indemnified and such indemnity will apply in priority to **You**.

GENERAL MEMORANDUM

In addition to the **Terms and Conditions** of the **Policy, You** are responsible for:

1. ensuring that car keys are locked away in a SABS approved locked safe / strongroom during and after **Business** hours unless the **Insured Vehicle** is being demonstrated or otherwise in use,

2. ensuring that **Insured Vehicles** being parked overnight on the premises are contained in a locked building, theft of the **Insured Vehicle** must be accompanied by visible signs of violent entry or exit into the building,

2.1. **Insured Vehicles** parked overnight on the premises but not in a locked building (in the open) will be fenced in and behind lock and chain or parking bollard or else as agreed by **Us** and theft of the vehicle is accompanied by visible signs of violent entry or exit of the fenced in area,

2.2. a security system which records and monitors vehicle movement onto the premises and leaving the premises must be installed and maintained with all backup surveillance being backed up to an off-site location,

3. **Your** own and / or Private Vehicles must be specified under the **Motor Section** of the **Policy** and not in terms of this **Section**,

4. courtesy vehicles (Hired or Lent) are not automatically included and in the cover and **You** need to request cover and pay the additional premium required for these vehicles which must be stated in the **Schedule**,

5. **Insured Vehicles** parked outside of buildings and must :

5.1. be parked under shade / hail nets or roof, canopy or protective structure,

5.2. hail nets must be replaced every 5 years and be approved by the SABS,

5.3. the structure housing such **Insured Vehicle** must be erected professionally,

5.4. the nets must be at a sufficient angle to allow for sufficient run off of hail.

6. ensuring that all drivers are fully licensed and competent to drive vehicles on and around the premises inclusive of wash bays.

7. the first amount payable:

7.1. In respect of each and every **Occurrence** regarding Sub-Sections A and B of this **Section** and regardless of anything contained to the contrary in such Sub-Sections:

7.1.1. **You** will be responsible for the first amount payable as stated in the **Schedule**, of any expenditure (or any less expenditure which may be incurred) for which provision is made under the aforesaid Sub-Sections (inclusive of any payment in respect of costs, expenses and fees) and of any expenditure by **Us** in the exercise of **Our** discretion under Sub Section A of this **Section** and the General Condition headed Amounts Payable by **You** of this **Policy**.

7.1.2. If the expenditure incurred by **Us** is inclusive of an amount for which **You** are responsible, in terms of this Condition, **You** will immediately pay such amount to **Us**.

Amounts payable by **You** in respect of Basic / Voluntary / Additional or Compulsory excesses is calculated separately for each **Insured Vehicle** according to the cover as indicated in the **Policy**.

CLAUSES AND EXTENSIONS

1. LOCKS, KEYS AND REMOTE CONTROLS EXTENSION

We will indemnify **You** in respect of the cost of replacing locks and keys, inclusive of the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of any **Insured Vehicle**, following upon the loss, damage or disappearance of any key or alarm controller of such **Insured Vehicle** or following upon **You** having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller, provided that:

1.1. **Our** liability will not exceed, in respect of any one event, the amount stated in the **Schedule / Annexure / Addendum**,

1.2. such amount will be reduced by the first amount payable (applicable to locks, keys and remote controls) stated in the **Schedule / Annexure / Addendum** per event,

2. **FIRE EXTINGUISHING CHARGES EXTENSION**

We will indemnify **You** for costs relating to the extinguishing or fighting of fire and such costs will be deemed to be **Damage** to the **Insured Vehicle** and will be payable in addition to any other payment for which **We** may be liable in terms of this **Section**, provided **You** are legally liable for such costs and the **Insured Vehicle** was in danger from the fire. **Our** liability will not exceed, in respect of any one event, the amount stated in the **Schedule / Annexure**.

3. **WRECKAGE REMOVAL EXTENSION**

3.1. The cover provided under Sub-Section A – Loss or Damage of this **Section** is extended to be inclusive of costs and expenses incurred by **You** in respect of the clearing up and removal of debris and wreckage of any **Insured Vehicle** following **Damage** to such **Insured Vehicle** by the cover provided.

Provided that in addition to the **Sum Insured** under Sub-Section A – Loss or Damage of this **Section**, **Our** limit of liability under this Extension will not exceed, in respect of any one **Occurrence**, the amount stated in the **Schedule / Annexure** to apply to this Extension.

4. **DEMONSTRATION USE CLAUSE**

The **Insured Vehicle** may only be used for demonstration inclusive of driving of the **Insured Vehicle** by the person to whom it is being demonstrated provided the driver is accompanied by a member, director or employee of **Yours** and is fully licensed to drive a similar vehicle, subject to prior acceptance in writing by **Us**.

5. **DESCRIPTION OF USE CLAUSE**

Your Insured Vehicles may be used for **Your Business** activity or occupation as stated in the **Schedule**, excluding:

5.1. racing,

5.2. rallies,

5.3. speed contests,

5.4. speed testing,

5.5. use on any racetrack (whether at an organised event or not),

5.6. organised / competitive 4 x 4 off road activities such as time trials and contents,

5.7. any **Vehicle** used for driving instruction,

5.8. any vehicle on rails,

5.9. public service Vehicles,

5.10. taxis (inclusive of Uber / Bolt and similar),

5.11. Vehicles used by Policy, Military.

OPTIONAL EXTENSIONS

It is declared and agreed that only those Extensions which are specifically stated in the **Schedule** as being included, will apply to this **Section**.

The following Extensions (each individually) will otherwise be subject to all the terms, exclusions and conditions of this **Section** and all the Terms, Exclusions and Conditions (in so far as they can apply) of this **Policy**, as if they had been incorporated in such Extensions.

1. USE FOR SOCIAL, DOMESTIC AND PLEASURE PURPOSES
(If stated to be included)

1.1. In consideration of the payment of an additional premium which is included in the premium on this **Section** and regardless of anything contained to the contrary in this **Section**, the indemnity provided by this **Section** applies whilst any **Insured Vehicle** is being used for social, domestic and pleasure purposes by any person whose name is mentioned in respect of this **Optional Extension** in the **Schedule**.

2. LOSS OF USE OF CUSTOMERS' VEHICLES
(If stated to be included)

2.1. In consideration of the payment of an additional premium which is included in the premium on this **Section** in the event that **We** are liable to indemnify **You** under Sub-Section A – Loss or Damage of this **Section** in respect of **Loss** of or **Damage** to any **Insured Vehicle** the property of a customer whilst in **Your** custody or control, then **We** will also indemnify **You** regardless of anything contained to the contrary in Specific Exclusion 1 of the Specific Exclusions applicable to Sub-Section A - Loss or Damage of this **Section** against all sums which **You** will become legally liable to pay as compensation for loss of use of such vehicle provided that **Our** liability in respect of any one **Occurrence**, will not exceed the amount stated in the **Schedule** in respect of this **Optional Extension** up to a maximum of 14 days for one incident and further subject to a time excess of 72 hours per incident.

3. DRIVING OF MOTORCYCLES
(If stated to be included)

3.1. In consideration of the payment of an additional premium which is included in the premium of this **Section** and regardless of anything to the contrary contained in this **Section** the indemnity provided by this **Section** is extended to apply whilst any **Insured Vehicle** is being driven by a person for the purpose of tuition or demonstration without being accompanied by **You** or any of **Your** members, directors, representatives or employees.

4. VEHICLES LENT OR HIRED TO CUSTOMERS
(If stated to be included)

4.1. The description of use is extended to be inclusive of the use of **Insured Vehicles** for **Business** purposes by any of **Your** customers for social domestic and pleasure purposes with the consent of such customer provided that:

4.1.1. the vehicle has been lent or hired to such customer whilst such customer's vehicle is in **Your** custody or control for repair, testing, servicing, maintenance, alteration, cleaning or inspection,

4.1.2. such customer or person is not entitled to indemnity under any other policy,

4.1.3. such customer or person will as though they were the **Insured** observe, fulfil and be subject to the Terms, Exclusions and Conditions of this **Policy** insofar as they can apply,

4.1.4. 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 that they have held such license and they have not been disqualified from holding or obtaining such a license,

4.1.5. if a person is driving such an **Insured Vehicle** whilst learning to drive, then such person must comply with the laws and regulations in force relating to learners and such person will be deemed to be duly and fully licensed within the meaning of this **Optional Extension**.

5. WRECKAGE REMOVAL
(If stated to be included)

5.1. The cover provided under Sub-Section A – Loss or Damage of this **Section** is extended to be inclusive of costs and expenses incurred by **You** in respect of the clearing up and removal of debris and wreckage of any **Insured Vehicle** following **Damage** to such vehicle by an insured event, provided that in addition to the limit of indemnity under sub-Section A – Loss or Damage of this **Section**, **Our** limit of liability under this **Optional Extension** will not exceed, in respect of any one **Occurrence**, the amount stated in the **Schedule** to apply to this **Optional Extension**.

MODIFICATIONS: RESTRICTIONS / LIMITATIONS

It is declared and agreed that only those Modifications which are specifically stated in the **Schedule** as being included, will apply to this **Section**.

The following Modifications (each individually) will otherwise be subject to all the Terms, Exclusions and Conditions of this **Section** and all the Terms, Exclusions and Conditions (in so far as they can apply) of this **Policy**, as if they had been incorporated in such Modifications.

1. COVER FOR MOTORCYCLES ONLY
(If stated to be included)

The expression "**Insured Vehicle**" used in this **Section** will bear the following meaning and not as stated in the Definitions of this **Section**:
Any two-wheeled motor cycle or motor scooter (inclusive of any side car attached thereto) being **Your** stock listed property or in **Your** custody or control, excluding any motor cycle or motor scooter being **Your** private property and hired or sold under a hire purchase or suspensive sale or other deferred ownership agreement unless such motor cycle or motor scooter is in **Your** custody or control at the time of the **Occurrence** of the event out of which any claim arises.

2. COVER FOR SPECIAL TYPE VEHICLES ONLY
(If stated to be included)

The expression "**Insured Vehicle**" used in this **Section** will bear the following meaning and not as stated in the Definitions of this **Section**:

Any tractor, agricultural, horticultural or forestry vehicle of load and earth moving equipment, lift truck or mobile crane (hereafter termed "Special Type Vehicle") being **Your** stock listed property or in **Your** custody or control excluding any "Special Type Vehicle", being **Your** private property and hired or sold under a hire purchase or suspensive sale or other deferred ownership agreement unless such "Special Type Vehicle" is in **Your** custody or control at the time of the occurrence of the event out of which any claim arises) and any vehicle (mechanically-propelled or otherwise) attached to any aforementioned "Special Type Vehicle" for the purpose of being towed or salvaged.

3. EXCLUSION OF DEMONSTRATION USE
(If stated to be included)

We will be under no liability whilst any **Insured Vehicle** is being used for the purpose of demonstration.

4. EXCLUSION OF PASSENGER LIABILITY
(If stated to be included)

We will not be liable under Sub-Section B – Liability to Third Parties of this **Section** in respect of **Bodily Injury** to any person being carried in or upon or getting onto or entering or alighting from any **Insured Vehicle** at the time of the **Occurrence** of the event out of which any claim arises.

5. RESTRICTED COVER
(If stated to be included)

The cover is amended to state:

5.1. **Our** liability under Sub-Section A – Loss or Damage of this **Section** will be restricted solely to **Loss** or **Damage** resulting from fire, self-ignition, lightning or explosion and to loss or damage by theft or any attempt thereat.

6. THIRD PARTY ONLY COVER
(If stated to be included)

Sub-Section A – Loss or Damage of this **Section** is cancelled.

SPECIFIC CONDITIONS

1. DRIVERS LICENCE

During the currency of this **Section**, it is a condition precedent to **Our** liability under this **Section** that notification will be sent by **You** to **Us** immediately in writing, informing **Us** that **You** have knowledge of:

1.1. any drivers licence in **Your** favour or of **Your** authorised / regular driver being endorsed, suspended or cancelled, or

1.2. if any driver noted in (1.1.) above, is charged or convicted of any traffic law violation and / or negligent, reckless or improper driving, or

1.3. if **You** or **Your** authorised / regular driver be medically unfit to drive.

Your failure to comply with this condition will result in **Your** forfeiture to claim hereunder.

2. INTERNATIONAL / FOREIGN DRIVERS LICENCE

It is a condition precedent to **Our** liability under this **Section** that:

2.1. any International / Foreign drivers licence must:

2.1.1. be a clear copy from the country of origin,

2.1.2. where such licence is issued in a language other than English then:

2.1.2.1. a full and official English translated copy thereof will be obtained from the relevant Embassies /Consulates as applicable,

2.1.2.2. such document must be presented on an official letterhead which is stamped authenticating that the driver's license is valid in that country and that the license has not been cancelled or suspended,

2.1.2.3. such document must include the date of issue, licence code (representing what the driver is permitted to drive) as well as period that such licence is valid.

2.1.2.4. such document must include the driver's details in order to validate the letter.

2.2. a clear copy of the driver's passport must accompany the above documentation.

2.3. in addition to the above specification relating to international / foreign drivers licences:

2.3.1. **You** need to provide **Us** with **Your** documented processes confirming the validity of any of **Your** employed driver(s) to whom this Specific Condition applies, and

2.3.2. This will remain a continuing duty throughout the currency of this **Policy**.

2.4. cover will only be applicable once the above has been presented and accepted by **Us** prior to cover being granted.

Your failure to inform **Us** according to this condition, will result in **Your** forfeiture to a claim hereunder.

3. **You** must take all reasonable steps to maintain any **Insured Vehicle** in an efficient and roadworthy condition,

4. **You** must take all reasonable steps in the event of any accident or breakdown to prevent further **Loss** or **Damage** from happening and if the **Insured Vehicle** which is the subject of a claim is driven or used before the necessary repairs are effected that any extension of the damage or any further damage to such **Insured Vehicle** will be entirely at **Your** own risk.

5. It is a continuing duty precedent to **Our** liability hereunder that where **Insured Vehicles** are used by **Your Employees** that **You** implement and maintain a documented process which is inclusive of checks and balances that **Employees** must adhere to in the safekeeping of items being insured hereunder. If **We** allege by any reason that **Loss** or **Damage** is not covered the burden of proving the contrary will rest upon **You** and **We** reserve **Our** rights to call for evidence of such process in the validation of any claim where this may apply.

6. Only the BASIS OF INSURANCE which is mentioned in the **Schedule** is applicable and such Basis is subject to all the Terms, Exclusions and Conditions of this **Section** and all the Terms, Exclusions and Conditions (in so far as they can apply) of this **Policy**.

SPECIFIC EXCLUSIONS APPLICABLE TO SUB-SECTION A – LOSS OR DAMAGE

1. consequential loss as a result of any cause whatsoever,

2. money paid toward the upgrade of or extension of any maintenance plan or similar expense,

3. depreciation in value whether arising from repairs following the cover provided or otherwise.

4. wear and tear,

5. mechanical, electronic or electrical breakdowns,

6. failures or breakages,

7. any damage to tyres / springs / shock absorbers by application of brakes or by road punctures, cuts or bursts or due to inequalities of the road or other surface or to impact with such inequalities inclusive of potholes or unless such damage is accompanied by damage to other parts of the **Vehicle** not otherwise excluded.

8. any damage caused by or attributable to the un-roadworthy condition of the **Vehicle**,

9. loss, damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by Customs, Police Services, Crime Prevention Units or any lawfully constituted officials or authorities.

SPECIFIC EXCLUSIONS APPLICABLE TO SUB-SECTION B – LIABILITY TO THIRD PARTIES

We will not be liable under Sub-Section B – Liability to Third Parties of this **Section** in respect of:

1. any damage or **Bodily Injury** caused by or arising out of the operation, demonstration or use for purposes other than maintenance or repair of any **Insured Vehicle** (unless it be a forklift truck) of any tool or plant forming part of or attached to or used in connection with any **Insured Vehicle** or anything manufactured by or contained in any such tool or plant,

2. any damage or **Bodily Injury** caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to any **Insured Vehicle** for loading thereon or the taking away of a load from any **Insured Vehicle** after unloading therefrom,

3. any **Bodily Injury** to any person in **Your** employment and arising out of and in the course of such employment,

4. any **Bodily Injury** to any person being carried in or upon or entering or getting on to or alighting from any motor scooter, motorcycle or sidecar attached thereto at the time of the **Occurrence** of the event out of which any claim arises,

5. any amount exceeding R 250 000 **Injury** to any person being carried in on upon or entering or getting onto or alighting from any portion of any vehicle which has a removable roof or soft top,

6. any **Bodily Injury** to any person being a member of the same household as **You**,

7. any damage to property belonging to **You**, or held in trust by **You** or in **Your** custody or control or being conveyed by, loaded onto or unloaded from any **Insured Vehicle**,

8. any damage to any viaduct bridge or weighbridge or to any road and / or anything beneath by vibration or by the weight of any **Insured Vehicle** or load carried by such **Insured Vehicle**.

SPECIFIC EXCLUSIONS – APPLICABLE TO ALL SUB-SECTIONS

We will not be liable under this **Section** in respect of:

1 so much of any compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment, for example, the Road Accident Fund Act 56 of 1996 (and / or as amended or substituted) (RAF Act)). This Exclusion will apply even if no insurance under the aforementioned enactment is in force or has been effected,

2 any **Accident**, **Bodily Injury**, **Loss**, **Damage**, liability, costs and / or expenses caused, sustained or incurred outside the Republic of South Africa, Namibia, Lesotho, Botswana, Kingdom of Eswatini, Zimbabwe, Mozambique, Zambia and Malawi provided however that **We** will indemnify **You** in terms of Sub- Section A – Loss or Damage of this **Section** against **Loss** of or **Damage** to any **Insured Vehicle** whilst in transit by sea between any ports in the aforementioned area inclusive of loading and unloading incidental to such transit,

3 any **Accident**, **Bodily Injury**, **Loss**, **Damage**, liability, costs and / or expenses caused, sustained or incurred while any **Insured Vehicle** in respect of or in connection with which insurance is granted under this **Section**:

3.1 is being used other than in accordance with the terms of the Description of Use Clause of this **Section** and the Basis of Insurance, which is described below and mentioned in the **Schedule,**

3.2 is being driven by **You** or by any of **Your** members, directors, representatives or **Employees** with **Your** general knowledge and consent unless duly and fully licensed to drive such vehicle in terms of the legislation applying to the area referred to in Specific Exclusion (2) of the Specific Exclusions applicable to all Sub-Sections of this **Section.**

Provided, however, that if such a licence is subject to renewal and they are not disqualified from holding or obtaining such a licence and provided further that this Exclusion will not apply whilst **You** or any such other person is driving such vehicle whilst leaning to drive it at such time that they comply with the laws and regulations in force relating to learners,

3.2.1. is being driven by **You** or by any of **Your** members, directors, representatives or **Employees** with **Your** general knowledge and consent who, to **Your** 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 **You** or such other person) or while any other person's blood alcohol percentage exceeds the statutory limit at the time of the occurrence or while they are not licensed to drive such **Insured Vehicle**,

3.3. a driver who does not hold a current valid Professional Driving Permit (PDP) to drive such a vehicle as required in terms of the National Road Traffic Amendment Act of 1998 as amended. This Exception applies if the driver has held a PDP but has not renewed it but this will not apply if **You** were unaware that the driver was unlicensed and **You** can prove to **Our** satisfaction that, in the normal course of **Business**, procedures are in operation to ensure that only licensed drivers are permitted to drive **Insured Vehicles** to which a PDP is required.

4. any claim arising out of any contractual liability.

5. any fraudulent scheme, trick, device or false pretence practised on **You** (or any person having custody of **Your** property) or fraud or the dishonesty of any of **Your** employees, principals or agents.

6. any loss or damage directly or indirectly occasioned by or through or in consequence of any peril / event or circumstance referred to in the General Exclusions of this **Policy.**

SECTION 22: MOTOR TRADERS INTERNAL

DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1. Accident / Accidental : means a fortuitous and unexpected event occurring at an identifiable place and time.

2. Accessories and Spare Parts means any accessory or part not supplied by the manufacturer as a standard fitment and fitted as an aftermarket fitment (optional extras) specified in the **Schedule**.

3. Bodily Injury: means physical injury inclusive of death.

4. Damage means physical damage to the **Insured Vehicle**.

in the manufacturer's standard specification for the **Vehicle** model.

5. Emergency Benefit: means costs and / or expenses incurred due to **Accidental** and / or unforeseen circumstances not otherwise excluded.
The **Emergency Benefit** does not fall within the ambit of a medical scheme, nor is the cover the same as that of a medical scheme. At no stage will the cover substitute or assume to substitute medical aid membership.
Further noted that where **We** agree to pay such costs, that these will not be a **Lump Sum** payment and any benefit hereunder will only be paid once **We** have received satisfactory evidence to support any claim made under this benefit.

6. Lump Sum: means the single once off payment of a sum of money which is paid as a benefit that has not resulted in a **Loss of Income** and which cannot be quantified by evidence of the **Loss of Income** suffered.

7. Loss of Income: means that an actual financial loss has been suffered through payment of expenses / costs which have been borne in terms of the **Emergency Benefit / Trauma Benefit** insured hereby and which can be evidenced by receipt validating such payment in conjunction with an official documented invoice / statement for such costs / charges incurred.

8. Employee : means any person employed by **You** and acting in the course of the **Business**.

9. Insured Vehicle: means

9.1. any vehicle, trailer, motorcycle, scooter and quad bike which is **Your** property or is in **Your** custody or control.

But excluding vehicles of any description:

1. being **Your** property other than trading stock,
2. being hired or sold under a suspensive sale or other deferred ownership agreement,
3. Construction Plant Items,

9.2. any vehicle (mechanically propelled or otherwise) attached to a vehicle covered under (9.1). above for the purpose of being towed or salvaged,

9.3. any vehicle as described in (9.1.) and (9.2.) belonging to any customer.

10. Loss: means disappearance, lost through hold up or hi-jacking and forcible dispossession which was reported to the South African Police.

11.	**Occurrence**	means an event or series of events arising from one cause in connection with any one **Insured Vehicle** in respect of which indemnity is provided by this insurance.
12.	**Premises**	**means** any premises occupied by **You** stated in the **Schedule** for the **Business** inclusive of open-air car parks and pavements immediately adjacent to such premises inclusive of street parking abutting such pavements.
13.	**Reasonable Retail Value**	means the reasonable retail value of the **Insured Vehicle** and its **Accessories and Spare Parts** thereon or therein at the time of **Damage** and will be determined by the current updated value received from **Our** approved vendor who supplies **Us** with vehicle values.

COVER PROVIDED

We will indemnify **You** for **Accidental**, sudden and unforeseen physical **Damage** to any **Insured Vehicle** arising in the course of **Your Business** including its **Accessories and Spare Parts** whilst therein or thereon and occurring whilst the **Insured Vehicle** is in or on any **Business Premises** owned by **You**, or in **Your** occupation which is mentioned in the **Schedule**, inclusive of windscreens, provided that no other **Damage** has been caused to the vehicle giving rise to a claim under the **Policy** and standard issued tools, accessories and spare parts of such **Insured Vehicle** whilst thereon as well as other accessories and spare parts of such **Insured Vehicle** whilst attached thereto.

SUB SECTION A – DAMAGE TO INSURED VEHICLES

We will indemnify **You** in accordance with the cover provided. Provided always that:

1. **We** may at **Our** own option repair, reinstate or replace such **Insured Vehicle** or any part thereof and / or the spare wheels, tools, **Accessories and Spare Parts** or may pay in cash the amount of the **Damage**,

2. **Our** liability under Sub-Section A – Damage to Insured Vehicles of this **Section** is limited to the **Reasonable Retail Value** of the **Insured Vehicle** (inclusive of the spare wheels, tools, **Accessories and Spare Parts**) but not in any case exceeding the amount stated in the **Schedule** in respect of Sub-Section A Damage to Insured Vehicles and in respect of any one **Accident** or **Occurrence**,

3. In the event of any part (which is inclusive of any spare wheel, tool, accessory and spare part) needed to repair or replace **Damage** (insured against under Sub-Section A - Damage to Insured Vehicles of this **Section**) to such **Insured Vehicle** being unobtainable in the Republic of South Africa as a standard (ready manufactured) article then **Our** liability will be discharged by the payment of a sum equal to the value of such part (inclusive of the reasonable cost of freight other than by air) at the time of the accident but not in any case exceeding such part's price as stated in the manufacturer's last issued catalogue or price list,

4. **You** may give instructions for emergency repairs to be executed without **Our** prior consent to the extent of but not exceeding the amount as stated in the **Schedule / Annexure** on the understanding that a detailed estimate is first obtained and immediately forwarded to **Us**.

SUB SECTION B – LIABILITY TO THIRD PARTIES

We will indemnify **You** against all sums, inclusive of claimant's costs and expenses, which **You** will become legally liable to pay in respect of:

1. **Accidental Bodily Injury** to any person,

2. **Accidental Damage** to any **Insured Vehicle** that is held in **Your** trust, or in **Your** custody or control,

3. **Accidental Damage** to any other property (that is, any property other than a vehicle), arising in or on the **Premises**, the situation of which is stated in the **Schedule**, out of the activities of **Your Business**.

Provided always that:

3.1. **We** will indemnify **You** against all costs and expenses (which is connected with the indemnity provided under Sub-Section B – Liability to Third Parties of this **Section**) incurred with **Our** written consent,

3.2. **Our** liability under Sub-Section B – Liability to Third Parties of this **Section** in respect of **Bodily Injury**, **Damage**, costs and / or expenses will be limited to the sum specified in respect of Sub-Section B – Liability to Third Parties under the heading "Limit of Indemnity" in the **Schedule** of this **Section**, in respect of any one **Accident** or **Occurrence** and in respect of all accidents (whether single accidents or otherwise) occurring during any one **Period of Insurance**, except for any **Bodily Injury** or **Damage**, costs and / or expenses directly or indirectly due to or in consequence of fire or

explosion, except that in respect of **Bodily Injury** or **Damage**, costs and / or expenses directly or indirectly due to or in consequence of fire or explosion, then **Our** liability under Sub-Section B – Liability to Third Parties of this **Section** will be limited to the sum specified in respect of Sub-Section B – Liability to Third Parties in the **Schedule / Annexure** or the sum of R500 000 (whichever is the lesser, in respect of any one accident or **Occurrence**.)

GENERAL MEMORANDUM

In addition to the **Terms and Conditions** of the **Policy, You** are responsible for:

1. ensuring that car keys are locked away in a SABS approved locked safe / strongroom during and after **Business** hours unless the **Insured Vehicle** is otherwise in use,

2. ensuring that **Insured Vehicles** being parked overnight on the premises are contained in a locked building,

2.1. **Insured Vehicles** parked overnight on the premises but not in a locked building (in the open) will be fenced in and behind lock and chain or parking bollard or else as agreed by **Us** ,

2.2. a security system which records and monitors vehicle movement onto the premises and leaving the premises must be installed and maintained with all backup surveillance being backed up to an off-site location,

3. **Your** own and / or Private Vehicles must be specified under the **Motor Section** of the **Policy** and not in terms of this **Section**,

4. **Insured Vehicles** parked outside of buildings and must :

4.1. be parked under shade / hail nets or roof, canopy or protective structure,

4.2. hail nets must be replaced every 5 years and be approved by the SABS,

4.3. the structure housing such **Insured Vehicle** must be erected professionally,

4.4. the nets must be at a sufficient angle to allow for sufficient run off of hail.

5. ensuring that all drivers are fully licensed and competent to drive vehicles on and around the premises inclusive of wash bays.

CLAUSES AND EXTENSIONS

It is expressly declared and agreed that the following Extensions (each individually) will otherwise be subject to all the Terms, Exclusions and Conditions of this **Section** and all the Terms, Exclusions and Conditions (in so far as they can apply) of this **Policy**, as if they had been incorporated in such Extensions.

1. **WINDSCREEN EXTENSION**

Cover is provided in respect of windscreens, provided that no other **Damage** has been caused to the **Insured Vehicle** giving rise to a claim under the **Policy** and subject to the first amount payable as stated in the **Schedule** for each and every loss.

2. LOCKS, KEYS AND REMOTE CONTROLS EXTENSION

We will indemnify **You** in respect of the cost of replacing locks and keys, inclusive of the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of any **Insured Vehicle**, following upon the loss, damage or disappearance of any key or alarm controller of such **Insured Vehicle** or following upon **You** having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller, provided that:

2.1. **Our** liability will not exceed, in respect of any one event, the amount stated in the **Schedule / Annexure / Addendum**,

2.2. such amount will be reduced by the first amount payable (applicable to locks, keys and remote controls) stated in the **Schedule / Annexure / Addendum** per event,

OPTIONAL EXTENSIONS

It is expressly declared and agreed that the following Extensions (each individually) will otherwise be subject to all the Terms, Exclusions and Conditions of this Section and all the Terms, Exclusions and Conditions (in so far as they can apply) of this **Policy**, as if they had been incorporated in such Extensions.

1. WORK AWAY FROM PREMISES EXTENSION
(if stated to be included)

1.1. In consideration of the payment of an additional premium which is included in the premium of this **Section** it is hereby declared and agreed that the expression "**Premises**" as defined in the Definitions of this **Section** will be deemed to be inclusive of any premises at which **You** are performing work provided that such premises is not under **Your** control.

2. CAR HOISTS
(if stated to be included)

2.1. In consideration of the payment of an additional premium which is included in the premium in this **Section** it is hereby declared and agreed that:

2.1.1. regardless of Specific Exclusion 7 Applicable to All Sub-Sections relating to car hoists, it is hereby noted and agreed that **Damage** to **Insured Vehicles** through, by or in connection or with car hoists having a lift not exceeding 2 metres is included in the cover provided.

2.1.2. **Our** liability will not exceed, in respect of any one event, the amount stated in the **Schedule**.

3. HAIL DAMAGE
(if stated to be included)

In consideration of the payment of an additional premium which is included in the premium in this **Section** it is hereby declared and agreed that:

Damage caused by:

3.1. hail is provided in respect of **Insured Vehicles,** provided that:

3.1.1. **Insured Vehicles** in the open are parked under SABS approved hail nets, failing which, hail damage cover will be excluded. In addition to the above, the excess payable in respect of hail damage claims sustained whilst parked under SABS approved hail nets is as stated in the **Schedule**.

MODIFICATIONS: RESTRICTIONS / LIMITATIONS

It is expressly declared and agreed that the following Modifications (each individually) will otherwise be subject to all the Terms, Exclusions and Conditions of this **Section** and all the Terms, Exclusions and Conditions (in so far as they can apply) of this **Policy**, as if they had been incorporated in such Modifications.

1. THIRD PARTY ONLY COVER
(if stated to be included)

It is hereby declared and agreed that Sub-Section A – Damage to Insured Vehicles and Sub-Section B – Liability to Third Parties (1) is cancelled.

SPECIFIC CONDITIONS

1. APPLICATION OF LIMITS OF INDEMNITY

1.1. In the event of any accident involving indemnity to more than one person any limitation by the terms of this **Section** and/or of any endorsement thereon of the amount of any indemnity will apply to the aggregate amount of indemnity to all persons indemnified and such indemnity will apply in priority to **You**.

2. FIRST AMOUNT FOR WHICH YOU ARE RESPONSIBLE

2.1. In respect of each and every **Occurrence** regarding Sub-Section A – Damage to Insured Vehicles and Sub Section B – Liability to Third Parties of this **Section** and regardless of anything contained to the contrary in such Sub-Sections:

2.1.1. **You** will be responsible for the first amount payable, as stated in the **Schedule**, of any expenditure (or any less expenditure which may be incurred) for which provision is made under the aforesaid Sub-Sections (inclusive of any payment in respect of costs, expenses and fees) and of any expenditure by Us in the exercise of **Our** discretion under Sub Section A of this **Section** and General Condition headed Amounts Payable by **You** of this **Policy**.

2.1.2. If the expenditure incurred by **Us** is inclusive of an amount for which **You** are responsible, in terms of this Condition, **You** will immediately pay such amount to **Us**.

Amounts payable by **You** in respect of Basic / Voluntary / Additional or Compulsory excesses is calculated separately for each vehicle according to the cover as indicated in the **Schedule**.

3. DRIVER'S LICENSE AND DRIVING UNDER THE INFLUENCE

Any **Accident**, **Bodily Injury**, **Damage**, liability, costs and / or expenses caused, sustained or incurred while any **Insured Vehicle** in respect of or in connection with which insurance is granted under this **Section**:

3.1. is being driven by **You** or by any other person with **Your** general knowledge and consent unless duly and fully licensed to drive such vehicle, provided that:

3.1.1. If, during the currency of this **Section**:

3.1.1.1. any driver's licence in **Your** favour or of **Your** authorised driver or the regular driver is endorsed, suspended or cancelled, or

3.1.1.2. should said drivers noted in (3.1.1.1.) above, be charged or convicted of any traffic law violation and / or negligent, reckless or improper driving, or

3.1.1.3. **You** or **Your** authorised driver or the regular driver are medically unfit to drive, that a notification will be sent, by **Yourself**, to **Us** immediately in writing, informing **Us** that **You** have knowledge of such facts. Failure to inform Us according to this Condition, will result in **Your** forfeiture to a claim hereunder.

3.1.1.4. is being driven by **You**, or any of **Your** members, directors, representatives or **Employees** whilst under the influence of any drug or intoxicating liquor will result in **Your** forfeiture to a claim hereunder.

3.1.1.5. is being driven with **You** or **Your** members, directors, representatives or **Employees** general consent or by any person who to **Your** knowledge or that of **Your** members, directors, representatives or employees whilst under the influence of any drug or intoxicating liquor will result in **Your** forfeiture to a claim hereunder.

SPECIFIC EXCLUSIONS APPLICABLE TO SUB-SECTION A – DAMAGE TO INSURED VEHICLES

We will not be liable under Sub-Section A – Damage to Insured Vehicles of this **Section** to pay for:

1. any **Loss**,
2. consequential loss as a result of any cause whatsoever,
3. money paid toward the upgrade of or extension of any maintenance plan or similar expense,
4. depreciation in value whether arising from repairs following the cover provided or otherwise.
5. wear and tear,
6. mechanical, electronic or electrical breakdowns,
7. failures or breakages,
8. any damage to tyres / springs / shock absorbers by application of brakes or by road punctures, cuts or bursts or due to inequalities of the road or other surface or to impact with such inequalities inclusive of potholes or unless such damage is accompanied by damage to other parts of the vehicle not otherwise excluded,
9. any damage caused by or attributable to the un-roadworthy condition of the **Insured Vehicle**,
10. any **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.

SPECIFIC EXCLUSIONS APPLICABLE TO SUB-SECTION B – LIABILITY TO THIRD PARTIES

We will not pay any claim under Sub-Section B – Liability to Third Parties of this **Section** in respect of:

1. any **Bodily Injury** to any person in **Your** employment arising out of and in the course of such employment,
2. any **Bodily Injury** to any person being a member of the same household as **You**,
3. any **Damage** to any **Insured Vehicle** that is **Your** property or a member of the same household as **Yourself** or **Your Employees**, directors, members or representatives.

SPECIFIC EXCLUSIONS: APPLICABLE TO ALL SUB SECTIONS

We will not be liable under this **Section** in respect of:

1. so much of any compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment (for example: Road Accident Fund). This Exclusion will apply even if no insurance under the aforementioned enactment is in force or has been effected,
2. any **Bodily Injury** or **Damage** directly or indirectly caused by fire or explosion or lightning, provided that this Exclusion will not apply to any claim under Sub-Section B – Liability to Third Parties relating to Specific Exclusion number 1 and 2 of the aforementioned Sub Section arising from **Bodily Injury** or **Damage** caused by fire or explosion resulting directly from the possession of any **Insured Vehicle**,
3. any **Loss** or any consequence of theft or housebreaking or any attempt thereat,
4. any **Damage** to any **Insured Vehicle** or any other property sustained while it is being worked upon and directly resulting from such work,
5. any defective workmanship or any consequence thereof, except if cover has been effected in terms of **Section** 13: Public Liability (Broadform) Claims Made Basis **Optional Extension** headed Product Liability / Defective Workmanship, in which case the application of the cover provided will be subject to the **Terms and Conditions** of **Section** 13: Public Liability (Broadform) Claims Made Basis.
6. any **Bodily Injury** or **Damage** caused by or through any demolition of or structural alteration or addition to the **Premises** or by or through the installation of any equipment,

7. any **Bodily Injury** or **Damage** caused by or through or in connection with the use of power-driven cranes, elevators, lifts or hoists by **You** or on **Your** behalf, other than cranes or elevators forming part of any **Insured Vehicle**,

8. any **Bodily Injury** or **Damage** resulting from the driving of the **Insured Vehicle** elsewhere than in or on the **Premises**,

9. any **Damage** to any **Insured Vehicle** caused by weather conditions for example storm, wind, water and / or hail and other forces of nature indemnifiable under a Fire Policy.

10. any claim arising out of any contractual liability,

11. any fraudulent scheme, trick, device or false pretence practised on **You** (or any person having custody of **Your** Property) or fraud or the dishonesty of any of **Your** employees, principals or agents.

12. any damage or liability directly or indirectly occasioned by or through or in consequence of any peril / event or circumstance referred to in the General Exclusions of this **Policy.**

SECTION 23: MACHINERY BREAKDOWN

DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1.	**Accident / Accidental** :	means a fortuitous and unexpected event occurring at an identifiable place and time.
2.	**Insured property:**	means the property described in the **Schedule** of this **Section**.
3.	**Premises:**	means the location at the situation / risk address which is stated in the **Schedule** of this **Section**.

COVER PROVIDED

We will indemnify **You** for **Accidental** sudden and unforeseen physical damage to the **Insured Property** (or any part thereof) whilst on the **Premises** from any cause not specifically excluded:

1. whilst at work or at rest, or

2. whilst being dismantled for the purpose of cleaning, inspection, repair, overhaul, or removal to another position or in course of these operations themselves or subsequent re-erection within **Your Premises**, or

3. due to **Power Surge** (excluding **Power Surge** as a direct result of lightning), which causes **Accidental** damage to **Insured Property** as insured under this **Section** of the **Policy**, following a sudden and unexpected event caused by **Power Surge**.(Refer to the General Provision headed Type 2 Surge Protection Device Warranty)

3.1. **Accidental** damage to **Insured Property**, as a result of **Loadshedding** will be included in the cover offered, provided that:

3.1.1. in the event that electricity is merely withheld or due to **Grid Failure** (refer to the General Exclusion headed **Grid Failure** Exclusion 01/04/2023) then there will be no cover in place,

3.1.2. any loss / damage caused through or in connection with ripple relay switching will be excluded,

3.1.3. the cover afforded becomes effective when the electricity supply is interrupted and will immediately lapse as soon as electricity supply has been restored,

3.1.4. damage to refrigerated stock due to an interruption in power supply or **Loadshedding** is specifically excluded.

Provided always that this insurance will only apply to the **Insured Property** after:

1. successful completion of their performance acceptance tests whether they are at work or rest, or
2. being dismantled for the purpose of cleaning or overhauling, or
3. in the course of the aforesaid operations themselves, or
4. when being shifted within the premises, or
5. during subsequent re-erection.

SUM INSURED AND AVERAGE (UNDER INSURANCE)

It is a requirement of this **Section** that the **Sum Insured** is equal to the cost of replacement of the **Insured Property** by new property of the same kind and capacity, which means its cost of replacement inclusive of freight, dues and customs duties, if any, and cost of erection.

If the **Sum Insured** is less than the amount required to be insured, then **We** will pay only in such proportion as the **Sum Insured** bears to the amount required to be insured. Every item (if more than one) will be separately subject to the latter stipulation.

BASIS OF INDEMNITY

1. PARTIAL LOSS

Where damage to the **Insured Property** can be repaired **We** will pay the expenses necessarily incurred to restore the damaged **Insured Property** to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent that such expenses have been included in the **Sum Insured**.

If the repairs are executed at a workshop owned by **You** then **We** will pay the costs of materials and wages incurred for the purposes of the repairs plus a reasonable percentage to cover overhead charges.

No deduction will be made for depreciation in respect of the parts replaced, but the value of any salvage will be taken into account if the cost of repairs equals or exceeds the actual value of the **Insured Property** immediately before the occurrence of the damage, the property will be regarded as destroyed and settlement will be made on the basis provided for in terms of the Total Loss Basis of Indemnity noted below.

2. TOTAL LOSS

2.1. If **Insured Property** not exceeding 3 years from date of manufacture is totally damaged the basis of calculating the amount payable will be the cost of replacing or reinstating the **Insured Property** with equipment of the same kind or type but not superior to or more extensive than the **Insured Property** when new inclusive of freight and erection costs customs duties and the cost of removing the destroyed equipment less the value of the remains subject to provisions (2.4.) and (2.5.) as stated below.

2.2. If **Insured Property** exceeding 3 years from date of manufacture is totally damaged the basis of calculating the amount payable will be the cost of replacement at market value and the cost of removing the destroyed equipment less the value of any salvage subject to provisions (2.3.) to (2.7.) stated below.

The **Insured Property** will be regarded as totally damaged if the repair costs (as defined under partial loss) equal or exceed the value as defined in (2.2.) above immediately before the insured event.

Provided that (provisions):

2.3. the cost of any alterations, additions, improvements or overhauls carried out at the time of repair will not be recoverable,

2.4. the cost of any provisional repairs will be borne by **Us** should such repairs constitute part of the final repairs and do not increase the total cost of repairs,

2.5. **We** will make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be,

2.6. the work of replacement or reinstatement (which may be carried out at other premises and in any manner suitable to **Your** requirements and subject to **Our** liability 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 will be made,

2.7. In either event (2.3.) or (2.4.) the amount claimable will not exceed the amount specified in the **Schedule**.

CLAUSES AND EXTENSIONS

1. CAPITAL ADDITIONS

The insurance under this **Section** covers alterations, additions and improvements (but not appreciation in value in excess of the **Sum Insured)** to the **Insured Property** for an amount not exceeding the percentage / amount stated in the **Schedule** / **Annexure** under the applicable item. Provided that **You** undertake to advise **Us** each month (or quarterly, if the **Policy** premiums are payable annually) of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

Any claim in respect of damage that may arise before such notice is given will be handled in accordance with **Our** normal Conditions, Exclusions and first amount payable for risks of a similar nature.

SPECIFIC CONDITIONS

1. The due observance and fulfilment of the **Terms and Conditions** of this **Section** and of this **Policy** in so far as they relate to anything to be done or complied with by **You** will be a condition precedent to **Our** liability.

2. **2.1.** On the happening of any damage then **You** will in addition to complying with General Condition headed Duty to Take Reasonable Steps and Precautions of this **Policy** take all reasonable steps to minimise the extent of such damage and preserve any damaged or defective parts for **Our** inspection.

2.2. On notification being given to **Us** in terms of General Condition headed Duty to Take Reasonable Steps and Precautions of this **Policy**, then **You** may carry out the repairs or replacement of any minor damage, in all other cases **Our** representatives will have the opportunity of inspecting the damage before any repairs of replacements or alterations are effected. If **Our** representatives do not carry out the inspection within a period of time that could be considered adequate under the circumstances, then **You** are entitled to proceed with the repairs or replacement.

2.3. **Our** liability under this **Section** in respect of the **Insured Property** will cease if such **Insured Property** is kept in operation after a claim without being repaired to **Our** satisfaction, or if temporary repairs (other than in terms of (2.2.) above) are carried out without **Our** consent.

3. **You** will, in addition to complying with General Condition headed Duty to Take Reasonable Steps and Precautions of this **Policy**,

3.1. take all reasonable steps to maintain the **Insured Property** in efficient working order and to ensure that no part of the **Insured Property** is habitually or intentionally overloaded,

3.2. fully observe the manufacturer's / agent's instructions for the operation, inspection and maintenance of the **Insured Property** and fully observe government regulations, statutory regulations, municipal regulations and all other binding regulations in force concerning the operation and maintenance of the **Insured Property**.

WARRANTY

1. **SERVICE CONTRACT**

1.1. **You** hereby warrant that a maintenance contract is in force with a reputable company in respect of each item described in the **Schedule**,

1.2. Maintenance of all items described in the **Schedule** will be inclusive of but not limited to preventative maintenance of items, repair or replacing of components or any rectification of damage or faults arising from normal operation as well as from ageing,

1.3. Regular safety checks are required to be performed in accordance with manufacturer's guidelines,

1.4. **We** will not indemnify **You** for damage arising from failure to maintain or for the costs of maintenance (as described above) or any related work.

SPECIFIC EXCLUSIONS

We will not be liable for:

1. the first amount payable to be borne by **You** in any one occurrence stated in the **Schedule**. If more than one item is lost or damaged in one occurrence then **You** will not be called upon to bear more than the highest single first amount payable applicable to such items,

2. any loss of or damage to:

2.1. exchangeable tools (for example but not restricted to dies, moulds, engraved cylinders and roles, punches, stamps),

2.2. parts that by their use and / or nature suffer a high rate of wear and depreciation (for example, but not restricted to, refractory linings, crushing hammers, drill bits, knives, sawblades, filter cloth, wheels, ropes, belts, conveyors, cables, brushes, batteries, tyres, burner jets, objects made of glass, wires, rubber tyres and operating media / materials (for example but not restricted to fuels, chemicals, filter substances, heat transfer media, cleansing agents, lubricants, oils and catalysts),

3. any loss or damage due to:

3.1. fire,

3.2. direct lightning,

3.3. explosions inclusive of chemical explosion,

3.4. extinguishing of a fire or subsequent demolition,

3.5. aircraft or other aerial devices or articles dropped therefrom,

3.6. theft or attempts thereat,

3.7. collapse of buildings,

3.8. wind, storm, water, flood, inundation, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption or similar natural catastrophes,

3.9. sonic shock waves,

3.10. escape of water from water-containing apparatus,

4. any loss or damage for which a supplier, maintenance vendor, contractor or repairer is responsible either by law or under contract or otherwise,

5. any loss or damage caused by any faults or defects with **Your** knowledge or that of **Your** representatives existing at the time of commencement of this **Section**, whether such faults or defects were known to **Us** or not,

6. any loss or damage as a direct consequence of the continual influence of operation or atmospheric or chemical action (for example but not restricted to wear and tear, cavitation, erosion, corrosion, rust, boiler scale, sludge or other sediment, scratching of painted or polished surfaces),

7. any consequential loss or liability of any kind or description and loss of profits,

8. any damage resulting from the misapplication of tools or from experiment, overhauls or tests requiring the imposition of abnormal conditions,

9. any damage to materials in course of process unless specifically included,

10. any loss or damage caused by:

10.1. defects in casting,

10.2. defects in material,

10.3. faulty design,

10.4. faults at workshop or in erection,

10.5. bad workmanship,

10.6. lack of skill, carelessness,

10.7. shortage of water in any insured apparatus,

10.8. tearing apart on account of centrifugal force,

10.9. short circuit.

11. any loss or damage directly or indirectly occasioned by or through or in consequence of any peril / event or circumstance referred to in the General Exclusions of this **Policy.**

SECTION 24: DETERIORATION OF STOCK

Following Section 23: Machinery Breakdown Only

DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1. Accident/Accidental: means:

1.1. sudden and unforeseen physical damage to the **Insured Property** described in the **Schedule** from any cause provided for and insured by **Section** 23: Machinery Breakdown,

1.2. failure of the public supply of electricity at the terminal ends of the supply authority's service feeders in **Your** premises from any **Accidental** cause other than:

1. **Your** deliberate act or any supply authority,

2. drought or shortage of fuel at any power station,

3. any damage to the insured products contained in the insured **Cold Room** caused as a direct result of the **Accidental** escape of refrigerant following sudden and unforeseen physical **Damage** to the refrigeration machinery described in the **Schedule**.

For the purpose of (1.2) above, such failure must be due to sudden and unforeseen physical damage caused by fire, lightning, explosion, storm, wind, water, hail, snow, impact, earthquake or any other natural catastrophe.

2. Cold Room: means refrigeration / cooling machinery and is extended to be inclusive of the refrigeration chamber.

3. Damage: means:

3.1. insured products: destruction or impairment in **Value** of the insured products by deterioration or contamination or putrefaction or spoilage,

3.2. insured **Cold Room:** contamination by refrigerant necessitating the evacuation of the **Cold Room.**

4. No-Claim Period: means the time period immediately following termination of cooling during which with the Cold Room left sealed, no deterioration would take place.

5. Suitably Qualified: means that a person has completed a formal qualification, has prior learning or the capacity to acquire a formal qualification within a reasonable time in order to fulfil competency requirements essential by law and in conjunction with relevant work experience as is necessary to perform the job for which they are employed.

If an event giving rise to a claim occurs, in determining the application of the term **Suitably Qualified**, it is agreed that the number of years work experience will not be accepted in isolation and will only be considered as a factor in addition to a formal and certified qualification as described above.

6. Value: means:

6.1. the actual purchase price paid by **You** to **Your** supplier for the insured products or that part thereof affected by an **Accident**, or

6.2. the actual purchase price paid by **You** to **Your** supplier for the insured products or that part thereof affected by an **Accident** inclusive of the processing costs of such insured products prior to being placed in the **Cold Room**,

6.3. the selling price of the insured products or that part thereof affected by the **Accident** in respect of insured **Cold Rooms**.

COVER PROVIDED

We will indemnify **You** for **Accidental** sudden and unforeseen physical **Damage** in the annual aggregate caused by deterioration due to unforeseen and sudden physical **Damage** to the machinery specified in **Section** 23: Machinery Breakdown and indemnifiable under **Section** 23: Machinery Breakdown inforce and contamination by refrigerants as a result of physical **Damage.**

Provided that **Our** liability during any one year of insurance (in the annual aggregate) will not exceed the limit of indemnity stated in the **Schedule** in respect of each item specified and that said goods belong to **You**, at the time of an event and that such goods are contained in the **Cold Room** connected to said machinery.

SUM INSURED / BASIS OF SETTLEMENT

1. SUM INSURED

1.1. The **Sum Insured** is equal to the estimated **Value** as recorded in **Your** stock book for the stored goods during the period of this **Section**,

1.2. **You** will be obliged to furnish **Us**, not later than 10 days after the close of each month, either with copies of the aforesaid stock books or with a duly completed declaration showing the average quantity and **Value** per day of the goods stored during the preceding month (monthly declaration).

Note: The monthly declaration will be based on the **Value** for the insured goods noted in **Your** stock book and copies hereof together with monthly declarations will be regarded as forming an integral part of this **Policy**.

The **Sum Insured** will be reduced by any indemnity paid under this **Section** for the remaining **Policy** period unless it has been reinstated by payment of a pro rata additional premium, from the date of the insured **Damage** for the remaining portion of the **Annual Period**.

2. CLAIMS

2.1. All claims will be settled on the basis of the **Value** stated in the monthly declaration immediately prior to the occurrence of the **Damage** or the estimated maximum cost price as noted in **Your** stock books, whichever is the lesser.

2.2. When determining the indemnity, **We** will take into consideration all circumstances that may influence the amount of indemnity, such as proceeds from a sale of goods as well as storage costs saved due to the termination of the storage,

2.3. If after the occurrence of a partial loss it is found that the last monthly declaration preceding the **Damage** is less than the amount that ought to have been declared, then the amount which would have been recoverable by **You** will be reduced in such proportion as the amount of the said last monthly declaration bears to the amount that ought to have been declared.

SPECIFIC CONDITIONS

It is a condition precedent to **Our** liability under this **Section** that:

1. **You** need to obtain and produce the appropriate certificates by Public Health or similar authorities in support of any claim for deteriorated goods,

2. daily temperature readings must be recorded in a logbook from each **Cold Room**, the accuracy of the temperature readings must be verified by means of a calibrated, independent thermometer at least every 2 weeks,

3. stock books in which the type, quantity and **Value** of the insured goods stored at the beginning and the end of the storage period must be entered separately for each **Cold Room,**

4. no item claimed for will surpass the "sell by" date should such a date be applicable,

5. all **Cold Rooms** are insured under **Section** 23: Machinery Breakdown of this **Policy**.

6. The **Sum Insured** will be reduced by any Indemnity paid under this **Section** for the remaining **Policy** period unless it has been reinstated by payment of an additional premium on a pro rata basis.

7. It is a requirement of this Insurance that:

1. a firm arrangement is made for competent specialists to maintain and adjust the machinery at regular intervals as required by the original manufacturer of such machinery, or

2. maintained by **Your** own **Suitably Qualified** maintenance personnel and written registers recording the maintenance performed are to be kept.

8. at the time of **Damage** insured products are stored in the **Cold Room.**

WARRANTY

1. CONSTANT SUPERVISION
(if stated in to be included)

You warrant that refrigeration machinery is under constant supervision by **Suitably Qualified** personnel.

SPECIFIC EXCLUSIONS

We will not be liable for:

1. any loss or **Damage** arising within the **No-Claim Period** stated in the **Schedule** of insured goods stored in the **Cold Room** due to deviation from the prescribed refrigeration temperature, unless deterioration is caused by contamination as a result of leakage of refrigerant or by accidental freezing of goods or unless fresh goods that have not yet reached the prescribed refrigeration temperature are affected thereby,

2. any loss or **Damage** to the goods stored arising as a result of shrinkage, inherent defects or diseases, natural deterioration natural putrefaction,

3. any loss or **Damage** arising from improper storage, damage to packing material, insufficient circulation of air, non- uniformity of temperature,

4. any loss or **Damage** caused by temporary repair carried out without **Our** consent of the **Cold Room** specified in **Your** list of machinery insured in terms of **Section** 23: Machinery Breakdown,

5. any penalties for delay, consequential loss or **Damage** or liability of any nature whatsoever,

6. any loss or **Damage** directly or indirectly caused by, or arising out of, or aggravated by:

6.1. any wilful act or deliberate negligence on **Your** part or that of **Your** directors, members, employees or representatives,

6.2. fire, lightning, explosion, chemical explosion, extinguishing of a fire or subsequent demolition, impact by animals or road vehicles, aircraft or other aerial devices or articles dropped therefrom, theft or attempts thereat, sonic waves, collapse of buildings, flood, storm, escape of water from water-containing apparatus, inundation, earthquake, subsidence, landslip, avalanche, hurricane, cyclone, volcanic eruption or other natural catastrophes,

6.2.1. This exclusion will not apply to the failure of the public supply of electricity at the terminal ends of the supply authority's service feeders in **Your** premises from sudden and unforeseen physical damage caused by fire, lightning, explosion, storm, wind, water, hail, snow, impact, earthquake or any other natural catastrophe. However, any claim directly caused by the events listed in (6.2.) to machinery insured in terms of **Section** 23: Machinery Breakdown remains excluded hereby,

7. any loss of profits,

8. any loss or **Damage** arising out of **Your** failure to maintain the **Cold Rooms**,

9. any loss or **Damage** arising out of the deliberate withholding of power by a supply authority, **Loadshedding** or **Grid Failure** (refer to the General Exclusion headed **Grid Failure** Exclusion 01/04/2023) is specifically excluded,

10. any loss or damage directly or indirectly occasioned by or through or in consequence of any peril / event or circumstance referred to in the General Exclusions of this **Policy.**

SECTION 25: HOMEOWNERS

DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1. Accident / Accidental : means a fortuitous and unexpected event occurring at an identifiable place and time.

2. Fixed Machinery means machinery of swimming pools (excluding movable swimming pools) spa baths, borehole machinery supplying water solely for domestic purposes (excluding windmills), sprinkler irrigation systems, electric gates, garage doors, central vacuum cleaning systems, water pumps, air conditioners and generators affixed to the property.

3. Outbuilding means rooms, garages and outbuildings which do not inter lead with the **Private Residence Structure** and are situated at and used in relation to **Your Private Residence** at the **Risk Address**.

4. Private Residence: means the building of **Your** home at the **Risk Address** shown in the **Schedule**.

5. Private Residential Structure means the building of **Your Private Residence** constructed and situated at the **Risk Address** noted in **Your Schedule** and insured in terms of Section 25: Homeowners, inclusive of:

5.1. **Fixtures and Fittings** that belong to **You** as the owner or that for which **You** are responsible as the owner while in or on the structure,

5.2. fixed recreational and ornamental structures,

5.3. paved and surfaced areas (inclusive of driveways) of brick, concrete, asphalt or stone (not gravel),

5.4. boundary and other walls (except retaining walls unless stated to be included at an additional premium), gate posts, gates (inclusive of all machinery related the gates), fences (other than hedges),

5.5. tennis courts,

5.6. swimming pools, spa baths, saunas and associated machinery and equipment, but not moveable swimming pools,

5.7. fixed satellite dishes,

5.8. solar panels,

5.9. lightning conductors / masts,

5.10. **Outbuildings**,

5.11. septic tank structures,

5.12. **Fixed Machinery**,

5.13. public supply or main connections belonging to **You** or for which **You** are responsible.

For the purpose of this definition **Private Residential Structure** does not include any **Fixtures and Fittings** that belong to a **Tenant** or which the **Tenant** is responsible.

6.	**Risk Address / Premises:**	means the address of the premises as stated in the Schedule where **Your Private Residence Structure** and **Outbuilding** is situated.
7.	**Material Damage Perils:**	means fire, lightning, explosion, storm, wind, water, hail, snow, impact, earthquake or any other natural catastrophe.
8.	**Tenant**	means a person, other than **You**, who is occupying **Your Private Residence Structure** in terms of a written contract. Not a paying guest, boarder or lodger.

COVER PROVIDED

Your Insured Property is the **Private Residential Structure** known as **Your** home. The **Schedule** gives the **Risk Address** as well as the wall and roof construction type inclusive of all **Fixtures and Fittings** that belong to **You** as the owner or that for which **You** are responsible as the owner, excluding any **Fixtures and Fittings** belonging to a **Tenant** or for which a **Tenant** is responsible.

INSURED PERILS

We will indemnify **You** for **Accidental**, sudden and unforeseen physical loss / damage to **Your Private Residential Structure** by:

1. fire,

2. lightning,

3. explosion,

4. storm, wind, water, hail or snow but excluding:

4.1. any loss or damage caused by any process that uses or applies water unless by public authorities in extinguishing a fire,

4.2. any loss or damage caused by wear and tear, gradual deterioration or damage happening over a period of time,

4.3. any loss or damage caused by the contraction or expansion of soil due to its moisture or water content, as experienced in clay and similar soil types**,**

5. earthquake,

6. bursting of water tanks, apparatus or pipes (inclusive of damage to such water tanks, apparatus or pipes),

7. impact with the **Private Residential Structures** by animals, trees, vehicles, aircraft or aerial devices or other objects falling therefrom,

8. burglary and / or theft or attempted burglary / theft,

9. leakage of oil from oil heaters or associated apparatus,

10. malicious damage and intentional conduct, but **We** do not cover malicious damage and intentional conduct while **Your Private Residence** is lent, let or sublet to a **Tenant.**

SPECIFIC CONDITIONS

1. INSURED AMOUNT, BASIS OF INDEMNITY AND LIMIT OF INDEMNITY

Your Private Residential Structure must be insured for the current replacement value of similar new property throughout the **Period of Insurance** and revised at the **Renewal Date** stated in **Your Schedule**. **We** may decide to indemnify **You** by means of repairing, replacing, paying cash or any combination of the said methods.

The basis of indemnity to **Your Private Residential Structure**, or part of it, is limited to the **Sum Insured** as shown in the **Schedule**. **Our** indemnity for a single claim or series of claims arising from a single event will be limited to the **Sum Insured** stated in the **Schedule**, or to the amounts shown in the **Schedule / Annexure** for the **Specific Extensions**, or to the insured amount shown in the **Schedule** regarding **Optional Extensions**.

Payments under the heading Clauses and Extensions of this **Section** are additional to the insured amount as shown in the **Schedule** for the cover provided.

2. TENANTS

It is noted and agreed that this insurance will not be invalidated by any act or omission of a **Tenant** where **You** have no knowledge of such act or omission, provided that **You** notify **Us** as soon as such act or omission comes to **Your** knowledge.

3. INTERESTS OF OTHER PARTIES – MORTGAGEE CLAUSE FOR BANKS AND FINANCIAL INSTITUTIONS (01/11/2023)

If any bank or any other financial institution (referred to as the '**Mortgagee'**) has been noted in the **Schedule** as having an interest in the any **Insured Property** and such **Insured Property** is determined by **Us**, in **Our** sole discretion, to be totally destroyed or lost, then subject to what is set out below, **You** and the **Mortgagee** agree that in respect of **Your** claim under the **Policy** relating to such destruction or loss, **We** first pay that **Mortgagee** to the extent of their interest in the **Insured Property**, being the amount which is owed by **You** to the **Mortgagee** or the sum insured as stated on the **Schedule**, whichever is the lesser.

If **You** act or omit to act in a way that leads to **Us** rejecting **Your** claim or deciding not to indemnify **You** in terms of the **Policy**, **We** will still pay the **Mortgagee** provided that:

3.1. the **Mortgagee** and its representatives were not at any stage aware of **Your** act or omission, and

3.2. the **Mortgagee** immediately notifies **Us** of **Your** act or omission as soon as it or its representatives, become aware of it and accepts and complies with any additional **Terms and Conditions We** may impose, and

3.3. **Our** rejection of **Your** claim or decision not to indemnify **You** in terms of the **Policy** was not due to any misrepresentation or non-disclosure or any fraud, dishonesty or event deliberately caused by **You** or by any person acting or colluding with **You**.

Further provided that:

1. any balance that is payable by **Us** in respect of **Your** claim after the **Mortgagee** has been paid, will be paid to **You**.

2. If the specific condition of Average applies to the **Section** under which the **Insured Property** is insured, it will equally apply to this clause.

The total of all amounts payable by **Us** as a result of the total destruction or loss of the **Insured Property** is limited to the sum insured as stated on the **Schedule**.

4. AMOUNT PAYABLE BY YOU

You are liable for the excess amount and /or percentage as shown in the **Schedule / Annexure** for each and every event. Refer to the **General Condition** headed **Amounts Payable by You**.

If an excess is based on a percentage, it will be applied to the amount of the loss or damage that has occurred.

5. AVERAGE (UNDER INSURANCE)

If **Your Private Residence** is, at the commencement of any damage to such property by any event insured against, collectively of greater value than the **Sum Insured** thereon, then **You** will be considered as being **Your** own insurer for the difference and will bear a rateable share of the loss accordingly. Every item, if more than one, will be separately subject to this Condition.

CLAUSES AND EXTENSIONS

1. BASIC SUBSIDENCE AND LANDSLIP EXTENSION

We will indemnify **You** for loss of or damage caused by subsidence and landslip.

Provided that this extension does not cover:

1.1. any first amount payable as reflected in the **Schedule / Annexure,** or

1.2. any loss of or damage to drains, water courses, boundary walls, garden walls, screen and retaining walls, gates, posts and fences, driveways, paving, swimming pool borders and tennis courts, or

1.3. any loss or damage caused as a result of the contraction and / or expansion of soil due to moisture or water content of such soil experienced in clay and other similar soil types, or

1.4. any loss or damage as a result of or aggravated by faulty design, or by insufficient compacting or filling or inferior construction, or the removal or weakening of support to any building, or

1.5. any loss or damage caused as a result of structure alterations, additions or repairs; inclusive of previous repairs which re-manifest, or

1.6. any loss or damage caused as a result of surface or subterranean excavations other than in the course of legal mining operations, or

1.7. any loss or damage caused as a result of normal settlement, shrinkage or expansion of the buildings, and

1.8. any consequential loss of any kind whatsoever,

If **We** allege that by reason of (1.1.), (1.2.), (1.3.), (1.4.), (1.5.), (1.6.), (1.7.) or (1.8.) as noted above that loss or damage is not covered by this **Specific Extension**, then the burden of proving the contrary will rest upon **You**.

2. LOSS OF RENT EXTENSION

We will indemnify **You** for the rent payable to **You** or the actual and reasonable expenses incurred by **You** for similar alternative accommodation, if **We** declared that **Your Private Residence** is unfit to live in following **Material Damage Perils** in terms of the cover provided.

2.1. This Extension is limited to percentage of the **Sum Insured** / amount stated in the **Schedule/ Annexure** for a maximum period of 12 months or for the period **We** deem reasonable to make **Your Private Residence** suitable to live in.

2.2. If the **Loss of Rent** Extension applies to **Section** 26: Household Contents for the same incident, then **We** will only indemnify **You** under one of the relevant **Sections** but not both.

2.3. In the event that **Your Private Residence** is not reinstated then the loss of rent payment will only be made until the month of full and final settlement.

3. MIRRORS AND CERTAIN GLASS EXTENSION

We will indemnify **You** for the cost of replacing fixed glass, mirrors or sanitary ware that forms part of **Your Private Residential Structures** which is accidentally broken. This extension does not apply if **Your Private Residential Structure** is **Unoccupied** or **Vacant** and unfurnished for more than 60 consecutive days.

4. EXTINGUISHING CHARGES EXTENSION

We will indemnify **You** for the actual and reasonable charges levied by any authorised fire brigade for extinguishing a fire to prevent or reduce loss or damage to **Your Private Residential Structure**.

5. PROFESSIONAL FEES AND DEMOLITION COSTS

We will indemnify **You** for the costs necessarily incurred with **Our** prior written consent in demolishing **Your Private Residential Structure**, removing debris from the site and erecting hoardings required for building operations, architects, quantity surveyors, consulting engineer fees and for local authorities' scrutiny fees following loss of or damage, provided that no claim will exceed the percentage of the **Sum Insured** / amount as stated in the **Schedule / Annexure**.

6 PUBLIC SUPPLY OR MAINS CONNECTIONS EXTENSION

We will indemnify **You** in the event of **Accidental** destruction or damage to water, sewerage, gas, electricity and telephone connections on **Your Private Residence**, or for which **You** are legally responsible between **Your Private Residence** and the public supply or mains following **Material Damage Perils** insured hereby.

7 COVER BEFORE PROPERTY TRANSFER EXTENSION

We will indemnify **You** for loss or damage to **Your Private Residence Structure**, if not insured by the seller or on the seller's behalf, for the period between the signing of the Deed of Sale and the transfer of the property into **Your** name by the Deeds Office. This only covers property which replaces existing property insured in terms of this **Policy**.

8 ALTERATIONS OR ADDITIONS TO YOUR PRIVATE RESIDENTIAL STRUCTURES EXTENSION

We will indemnify **You** for the increase in value to **Your Private Residence Structure** following alterations, additions and improvements, provided that **You** advise **Us** within 31 (thirty) days of completion of such and pay an additional premium based on such alterations, additions or improvements not exceeding the percentage of the **Sum Insured** / amount stated in the **Schedule / Annexure**. Theft and attempt thereat will be excluded from the cover, unless such theft and attempt thereat is accompanied by actual forcible or violent entry into or exit out of **Your Private Residence Structure** and will be subject to an excess as indicated in the **Schedule / Annexure.**

9. FIXED MACHINERY EXTENSION

We will indemnify **You** for **Fixed Machinery** on the premises of **Your Private Residence** (not automatic pool cleaners) accidentally destroyed or damaged (but not due to wear and tear, gradual deterioration or damage happening over a period of time) **Our** indemnity is limited to the amount and excess shown in the **Schedule / Annexure.**

10. EMERGENCY ACCOMMODATION EXTENSION

We will indemnify **You** for emergency accommodation if **Your Private Residential Structure** is not fit to live in following an event by the **Material Damage Perils**. **We** will cover **You** for a maximum of 5 nights or as soon as **You** are able to arrange for alternative accommodation while **Your Private Residential Structure** is made fit to live in again.

If this Extension applies to **Section** 26: Household Contents for the same event, **We** will cover **You** under one of the relevant **Sections** only and not both. **Our** indemnity is limited to the amount shown in the **Schedule / Annexure.**

11. LOSS OF WATER BY LEAKAGE EXTENSION

We will indemnify **You** for amounts that **You** owe local authorities for water which has been lost due to leaking pipes. This will only apply if the following Conditions are met:

1. In the event of the quarterly reading of the water consumption exceeding the average of the previous 12-month readings by 50% or more **We** will indemnify **You** for the cost of the additional water consumption.

2. The indemnity will be payable for not more than 2 separate incidents in any **Annual Period**.

3. It is a condition precedent to **Our** liability under this **Specific Extension** that **You** will upon discovery of a leak (by physical evidence or a receipt of an abnormally high-water account) take immediate steps to repair the pipe affected.

This extension relating to Loss of Water by Leakage does not cover the cost of remedial action inclusive of repairs to the pipe affected and **We** will not be liable for any claim:

1. as a result of leaking taps, geysers, toilet systems and swimming pools, and / or

2. while **Your Private Residence** is **Unoccupied** or **Vacant** for a period in excess of 60 consecutive days unless agreed to by **Us** in writing prior to such unoccupancy / vacancy, and / or

3. where the water level of a swimming pool has to be topped up as a result of a leaking inlet or outlet pipe.

If this extension applies to **Section 26:** Household Contents for the same event, **We** will only cover **You** under one of the relevant **Sections** and not both.

Our indemnity is limited to the amount shown in the **Schedule / Annexure**.

12. TRACING OF LEAKS EXTENSION

We will indemnify **You** for the fair and reasonable cost of tracing the source of a water, gas or oil leak from any fixed water or heating appliance as well as any resulting costs reasonably and necessarily required for repairs to floors, walls and ceilings which follow the tracing of such source. **Our** indemnity is limited to the amount shown in the **Schedule / Annexure**.

This extension relating to Tracing of Leaks does not cover the costs for repairing the actual leak and the first sign of leakage must have occurred after the start date of this **Section**.

13. REMOVAL OF FALLEN TREES, DAMAGE TO GARDENS AND LANDSCAPING EXTENSION

We will indemnify **You** for:

13.1. the actual cost of removing trees that fell due to event indemnified in terms of the cover provided. **You** must first obtain **Our** written consent before removing said fallen trees. **Our** compensation is limited to the amount shown in the **Schedule / Annexure,** and

13.2. any damage to irrigation systems, trees, shrubs, lawn and plants caused by event indemnified in terms of the cover provided **at Your Private Residential Structures**. **Our** indemnity is limited to the amount shown in the **Schedule / Annexure.**

14. GUARDS EXTENSION

We will compensate **You** for the employment of guards to protect the **Insured Property** stated in the **Schedule** after loss or damage has occurred provided it has been arranged with a registered security company.

If this Extension applies to **Section** 1 : Fire / **Section** 2: Buildings Combined / **Section** 3: Office Contents or **Section** 26: Household Contents for the same event, **We** will only compensate **You** under one of the relevant **Sections**.

This Extension is limited to the maximum number of days allowed and the amount per day as shown in the **Schedule / Annexure / Addendum**.

15. WATER APPARATUS EXTENSION

We will indemnify **You** for bursting and overflowing of **Water Apparatus** inclusive of **Accidental** damage by the cover provided to such **Water Apparatus** but excluding the first amount payable as stated in the **Schedule** for each and every loss or damage to such **Water Apparatus** and provided that the **Sum Insured** represents the current replacement value (inclusive of **Water Apparatus**) of **Your Private Residence**.

It is a further condition that:

15.1. all **Water Apparatus** installed must be earthed and SABS approved, and

15.2. all **Water Apparatus** installations will be performed by a registered / qualified contractor subject to an IPX1 safety rating (internal installations) and an IPX4 safety rating (external installations), and

15.3. roof structures of **Your Private Residence Structure** must be capable of bearing the additional weight due to the installation.

It is a requirement that **You** utilise the 24-Hour Emergency Assistance Call Centre noted on **Your Schedule,** who will appoint an approved service provider.

SPECIFIC EXCLUSIONS RELATING TO WATER APPARATUS
It is noted and agreed that **We** will not provide indemnity in respect of:

1. any damage as a result of lime scale build up,

2. any damage caused as a result of freezing but this exclusion will not apply to a solar system (indirect system) that contains an approved Anti-Freeze substance (for example: Propylene Glycol diluted with potable water),

3. any retrofitted **Water Apparatus.**

4. Solar **Water Apparatus** in excess of 200l which have not been specified by **You** and noted as such on the **Schedule.**

16. WILD ANIMAL DAMAGE EXTENSION

We will indemnify **You** for **Accidental** damage to **Your Private Residential Structures** such as but not limited to guttering, roofing, windows caused by wild animals such as baboons and monkeys. **You** are **Responsible** for the first amount payable shown in the **Schedule / Annexure** and **Our** indemnity is limited to the maximum amount as shown in the **Schedule / Annexure**.

17. BASIC ACCIDENTAL DAMAGE EXTENSION

We will indemnify **You** for sudden, unforeseen and unexpected **Accidental** damage caused to **Fixed Machinery** installed at **Your Private Residential Structure**.

Provided that this Extension does not cover:

17.1. the first amount payable as reflected in the **Schedule / Annexure**,

17.2. any data or telecommunication equipment or apparatus,

17.3. any windmills

17.4. any damage as a result of **Power Surge**,

17.5. any machinery used for business purposes.

Our indemnity is limited to the amount shown in the **Schedule / Annexure**.

18. BASIC POWER SURGE EXTENSION

We will indemnify **You** for **Accidental** damage to machinery or other electronic / electrical equipment of **Your Private Residential Structure** following a sudden and unexpected event caused by **Power Surge** up to the amount shown in the **Schedule / Annexure / Addendum**. (Refer to the General Provision headed Type 2 Surge Protection Device Warranty).

Accidental damage to machinery or other electronic / electrical equipment as a result of **Loadshedding** will be included in the cover offered under this Extension.

Provided that:

18.1. in the event that electricity is merely withheld or where there is **Grid Failure** (refer to the General Exclusion headed **Grid Failure** Exclusion 01/04/2023) then there will be no cover in place under this **Optional Extension**,

18.2. any loss / damage caused through or in connection with ripple relay switching will be excluded,

18.3. the cover afforded under this Extension becomes effective when the electricity supply is interrupted and will immediately lapse as soon as electricity supply has been restored,

OPTIONAL EXTENSIONS

1. EXTENDED SUBSIDENCE AND LANDSLIP EXTENSION
(if stated to be included)

We will indemnify **You** for loss of or damage caused by subsidence and landslip subject to a geotechnical engineer's report being provided by **You** at **Your** cost and acceptance thereof confirmed in writing by **Us**.

Provided that this **Optional Extension** does not cover:

1.1. any first amount payable as reflected in the **Schedule / Annexure**, or

1.2. any loss of or damage to drains, water courses, boundary walls, garden walls, retaining walls, gates, posts and fences unless specifically insured, or

1.3. any loss or damage as a result of or aggravated by faulty design, inferior construction, or the removal or weakening of support to any building, or

1.4. any loss or damage caused as a result of structure alterations, additions or repairs, inclusive of previous repairs which re-manifest, or

1.5. any loss or damage caused as a result of surface or subterranean excavations other than in the course of legal mining operations, or

1.6. any consequential loss of any kind whatsoever.

If **We** allege that by reason of (1.1.), (1.2.), (1.3.), (1.4.), (1.5.), or (1.6.) as noted above, that loss or damage is not covered by this **Optional Extension**, then the burden of proving the contrary will rest upon **You**.

2. EXTENDED POWER SURGE EXTENSION

We will indemnify **You** for **Accidental** damage to machinery or other electronic / electrical equipment of **Your Private Residential Structure** following a sudden and unexpected event caused by **Power Surge** up to the amount shown in the **Schedule** in the annual aggregate.

Accidental damage to machinery or other electronic / electrical equipment as a result of **Loadshedding** will be included in the cover offered under this **Optional Extension**.

Provided that:

1. in the event that electricity is merely withheld or due to **Grid Failure** (refer to the General Exclusion headed **Grid Failure** Exclusion 01/04/2023) then there will be no cover in place under this **Optional Extension**,

2. any loss / damage caused through or in connection with ripple relay switching will be excluded,

3. the cover afforded under this **Optional Extension** becomes effective when the electricity supply is interrupted and will immediately lapse as soon as electricity supply has been restored.

4. EXTENDED ACCIDENTAL DAMAGE EXTENSION

We will indemnify **You** for sudden, unforeseen and unexpected **Accidental** damage (inclusive of leakage damage caused by liquids) caused to fixed machinery installed at **Your Private Residential Structure**.

Provided that this **Optional Extension** does not cover:

1. the first amount payable as reflected in the **Schedule / Annexure**,

2. any data or telecommunication equipment or apparatus,

3. any windmills,

4. any damage as a result of **Power Surge**,

5. any machinery used for business purposes.

Our indemnity is limited to the amount shown in the **Schedule / Annexure**.

5. MATCHING BUILDING MATERIALS EXTENSION

We will pay up to the amount stated in the **Schedule** for matching of building materials to create a uniform effect throughout **Your Private Residential Structure** following a claim for the replacement of damaged property.

SPECIFIC EXCLUSIONS

We will not indemnify **You** for any of the below events unless specifically accepted by **Us** and specifically shown otherwise in the **Schedule / Annexure**:

1. any loss or damage caused by demolition, alteration, construction, cleaning, renovation, repair, restoration or any similar process,

2. any loss or damage caused by rot, rising damp, fungus, mould, infestation, insects or vermin,

3. any loss or damage as a result of a rise in the water table except as a result of a storm,

4. any loss or damage as a result of acid mine water,

5. any loss or damage caused by weeds or roots,

6. any loss or damage caused by chipping, scratches, disfiguration or discolouration or other damage of a cosmetic nature,

7. any loss or damage caused by or as a result of or in connection with non-compliance with the General Conditions and General Provisions,

8. any loss or damage caused by lack of maintenance or due to faulty / defective design and / or construction,

9. any loss or damage caused by storm, wind, water, hail or snow during renovations, additions or extensions if the loss or damage is caused by or made worse by the renovations, additions or extensions,

10. any loss or damage due to theft or attempted theft during renovations, additions or extensions unless such theft is accompanied by violent, forcible and visible entry into the premises. should a claim for theft apply in such instances, then this will be subject to the additional excess stated in the **Schedule / Annexure**,

11. any theft or attempted theft while **Your Private Residence** is lent, let or sublet unless such theft is accompanied by violent, forcible and visible entry into **Your Private Residence,**

12. any loss, damage or breakage covered by any guarantee, service contract, purchase contract or any purchase agreement,

13. any consequential loss or damage of any kind whatsoever,

14. any claim arising out of any contractual liability unless legal liability would have existed in the absence of such contract or agreement,

15. any loss or damage to **Your Private Residential Structure** if the construction is non-**Standard Construction**, unless specified on the **Schedule** and **You** have paid the additional premium that **We** require and have met any specific requirements in respect of **Your Private Residential Structure** as specified in the **Warranty / Note / Endorsement** of the **Schedule**,

16. any loss of, or damage to, **Your Private Residential Structure** in the event that it is **Unoccupied** for more than 60 consecutive days per year unless **We** agree otherwise in writing. **We** do not regard occupation of the **Outbuildings** by **Tenants** or domestic **Outbuildings** by Domestic staff as occupation of the main building for the purposes of this **Section**,

17. any loss or damage as a result of electrical or mechanical breakdown, unless by **Power Surge** as provided for under the extensions for **Power Surge** insured under the extensions of this **Policy**,

18. any loss or damage to **Your Private** Residence which is left **Vacant**.

19. any loss or damage directly or indirectly occasioned by or through or in consequence of any peril / event or circumstance referred to in the General Exclusions of this **Policy.**

SECTION 26: HOUSEHOLD CONTENTS

DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1. Accident / Accidental: means a fortuitous and unexpected event occurring at an identifiable place and time.

2. Bodily Injury means traumatic **Accidental** physical injury caused by an insured event described under the Extension headed **Emergency Benefit**.

3. Death: means an **Accidental** event which is independent of any other cause resulting in cessation of life.

4. Domestic Contents means household goods and Personal Belongings inclusive of office equipment kept inside Your home and for which You are responsible as well as Fixtures and Fittings inside Your home for which You are responsible as the Tenant and not the owner of such Private Residence.

4. Drone: means any:

4.1. **Remotely Piloted Aircraft** – being further defined as an unmanned aircraft which is piloted from a remote pilot station, excluding **Model Aircraft** and **Toy Aircraft**,

4.1.1. **Toy Aircraft**– being further defined as an aircraft which is designed or intended for use in play by children,

4.1.2. **Model Aircraft** – being further defined as non-human carrying aircraft capable of sustained flight in the atmosphere and used exclusively for air display, recreational use, sport or competitions.

4.2. **Drone Accessories** means any:

4.2.1. filming, scanning, mapping, infrared and x-ray equipment inclusive of software,

4.2.2. bags and carry cases,

4.2.3. tools and cleaning equipment,

4.2.4. guards and safety equipment,

4.2.5. two-way radio and communications equipment,

4.2.6. power supplies and control equipment,

4.2.7. binoculars and photographic equipment,

4.2.8. laptops and tablets

All of which are used for the purpose of controlling a **Drone**, inclusive of any other equipment which can be affixed to the payload of the **Drone**.

5. Emergency Benefit means costs and / or expenses incurred due to accident and / or unforeseen circumstances not otherwise excluded.

The **Emergency Benefit** does not fall within the ambit of a medical scheme, nor is the cover the same as that of a medical scheme. At no stage will the cover substitute or assume to substitute medical aid membership.

Further noted that where **We** agree to pay such costs, that these will not be a **Lump Sum** payment and any benefit hereunder will only be paid once **We** have received satisfactory evidence to support any claim made under this benefit.

6.	**Lump Sum**:	means the single once off payment of a sum of money which is paid as a benefit that has not resulted in a **Loss of Income** and which cannot be quantified by evidence of the **Loss of Income** suffered
7.	**Loss of Income**	means that an actual financial loss has been suffered through payment of expenses / costs which have been borne as a result of **Your Accidental Death** and which can be evidenced by receipt validating such payment in conjunction with an official documented invoice / statement for such costs / charges incurred.
8.	**Material Damage Perils:**	means fire, lightning, explosion, storm, wind, water, hail, snow, impact, earthquake or any other natural catastrophe.
9.	**Mobile Communication Devices**:	means portable electronic items, used for mobile communication, inclusive of all accessories (for example: cellular phones, satellite navigation system receivers [GPS's]).
10.	**Money**	means cash, bank and currency notes but does not include anything which is not recognised as regulated currency, nor does this extend to any form of cryptocurrency.
11.	**Outbuilding**	means rooms, garages and outbuildings which do not inter lead with the **Private Residence** and are situated at and used in relation to Your Private Residence at the Risk Address.
12.	**Personal Belongings:**	means property normally worn or designed to be carried on or by **You** solely for private purposes and which is owned by **You** or for which **You** are legally responsible. In the case of the Extension headed Personal Belongings Of Domestic Employees the term **You** in this definition will mean **Your** domestic employee and not **You**.
13.	**Portable Electronic Device**	means a device that is capable of storing, processing and transmitting data, which is small enough to be carried by hand, for example but not limited to: laptops, kindles, iPads and tablet devices.
14.	**Private Residence:**	means the building of **Your** home at the **Risk Address** shown in the **Schedule**.
15.	**Tenant**:	means a person, other than **You**, who is occupying **Your Private Residence** in terms of a written contract. Not a paying guest, boarder or lodger.

COVER PROVIDED

We will indemnify **You** up to the **Sum Insured** shown in the **Schedule** for **Accidental**, sudden and unforeseen physical loss / damage to **Domestic Contents** at the **Private Residence** shown in the **Schedule** caused by:

1. fire,

2. lightning,

3. explosion,

4. storm, wind, water, hail or snow but excluding:

4.1. any loss or damage caused by any process that uses or applies water unless by public authorities in extinguishing a fire,

4.2. any loss or damage caused by wear and tear, gradual deterioration or damage happening over a period of time,

4.3. any loss or damage caused by the contraction or expansion of soil due to its moisture or water content, as experienced in clay and similar soil types**,**

5. earthquake,

6. impact with the **Private Residential Structure** by animals, trees, vehicles, aircraft or aerial devices or other objects falling therefrom,

7. any burglary / theft or attempted burglary / theft provided that entry was gained by visible, forcible and violent means whilst **Unoccupied** by **You**,

8. any leakage of oil from oil heaters provided that it is sudden and unforeseen,

9. malicious damage or intentional acts, but **We** do not cover malicious damage or intentional acts while **Your Private Residence** is lent, let or sub-let to a **Tenant**.

SPECIFIC CONDITIONS

1. INSURED AMOUNT, LIMIT OF INDEMNITY AND LIMIT OF COMPENSATION

Your Domestic Contents must be insured for the current replacement value of similar new property during the **Period of Insurance** and revised at the **Renewal Date** stated in **Your Schedule. We** may decide to indemnify **You** by means of repairing, replacing, paying cash or any combination of the said methods.

The basis of indemnity to **Your Domestic Contents**, or part of it, is limited to the **Sum Insured** as shown in the **Schedule**. **Our** indemnity for a single claim or series of claims arising from a single event will be limited to the **Sum Insured** stated in the **Schedule**, or to the amounts shown in the **Schedule / Annexure** for the Extensions, or to the insured amount shown in the **Schedule** regarding **Optional Extensions**.

Payments under the heading Clauses and Extensions of this **Section** are additional to the insured amount as shown in the **Schedule** for the cover provided.

2. VALUABLE ARTICLES

We will only indemnify **You** for loss of or damage to furs, rugs, carpets, paintings, jewels, jewellery, gemstones, watches and articles made of platinum, gold or silver up to 1/3rd of the **Sum Insured** for the **Domestic Contents** of **Your Private Residence**. **We** will request, proof of purchase and / or a valuation certificate for furs, rugs, carpets, paintings, jewels, jewellery, gemstones, watches, collectables, antiques and articles made of platinum, gold or silver or any other precious metal or stone which exceed the amount of stated in the **Schedule / Annexure**.

All valuation certificates and proof of purchase required must be in the currency of South Africa. If the proof of purchase is in a foreign currency a valuation certificate in South African currency will be required.

3. LOCKED SAFE WARRANTY - JEWELLERY

In respect of any item of jewellery, exceeding the **Sum Insured** stated in the **Schedule / Annexure**, it is hereby warranted that the item will be kept in a locked safe when not carried on the person or in use. It is further warranted that the locked safe will be permanently affixed to the floor or a structural wall of the **Private Residence** and locked at all times. In the event of a claim in respect of the item of jewellery stolen from a locked safe theft must be accompanied by actual forcible or violent entry into the safe. If the item of jewellery is not kept in a locked safe, **Our** indemnity will be limited to the amount stated in the **Schedule / Annexure** for each item of jewellery and subject to an additional excess as noted in the **Schedule / Annexure**.

4. LOCKED SAFE WARRANTY - FIRE ARMS

It is warranted that all firearms, as defined in the Firearms Control Act, will be kept in a locked safe when not carried on the person or in use. It is further warranted that the locked safe will be permanently affixed to the floor or a structural wall of the **Private Residence** and locked at all times. In the event of a claim in respect of a firearm stolen from a locked safe theft must be accompanied by actual forcible or violent entry into the safe.

5. ITEMS IN A BANK VAULT

Loss of or damage to items shown in the **Schedule** which are kept in a bank vault, only applies whilst the items are contained in a safe deposit at a registered bank. **We** will require a breakdown of all goods in a bank vault and **You** need to notify **Us** immediately upon movement thereof.

6. SECURITY MEASURES

6.1. BURGLAR PROOFING AND SECURITY GATES

If **We** require burglar proofing and security gates as described in the **Schedule**, **We** will cover **You** for theft and burglary only if:

6.1.1. all opening windows and external doors are protected by burglar proofing and security gates are installed as required in the **Schedule**, and

6.1.2. **Your Private Residence** and **Your Outbuildings** are left unattended and the required burglar proofing and security gates have been locked by **You** or any person **You** have authorised to look after **Your Private Residence** and **Outbuildings,** and

6.1.3. the required burglar proofing and security gates have not been removed without **Our** permission.

6.2. LINKED BURGLAR ALARM SYSTEM

Regardless of anything contained to the contrary, in the **Policy** or any endorsement thereto, it is noted and agreed that **You** will only be indemnified for theft and burglary if the insured premises or **Insured Property** is protected by a Linked Burglar Alarm System, subject to the following conditions:

6.2.1. the Linked Burglar Alarm System must be made fully operative at all times when:

6.2.1.1. the **Premises** constituting the insured premises are **Unattended**,

6.2.1.2. the **Premises** where the **Insured Property** is kept are **Unattended.**

6.2.2. the Linked Burglar Alarm System must protect all access points such as doors and windows by means of magnetic contact points / switches or motion detectors and that none of the motion detectors of the required Linked Burglar Alarm System are obstructed or bypassed,

6.2.3. the contract agreement between **Yourself** and the alarm company / supplier must be inclusive of a 24-hour monitored armed response service,

6.2.4. the Linked Burglar Alarm System must be maintained in a fully operational condition at all times under the obligations of contract with the alarm company / supplier and the responsibility will rest upon **You** to ensure that the Linked Burglar Alarm System is operational and maintained at all times,

6.2.5. in the event of a claim, **We** hold the right to request from **You** or the alarm company / supplier confirmation of installation, maintenance, activation records and incident reports,

6.2.6. this **Policy** will not cover loss of or damage following : -

6.2.6.1. the use of the arming / disarming code of the alarm panel or remote-control unit of the linked burglar alarm system, or

6.2.6.2. any duplicate thereof belonging to **You** unless such code or remote control has been obtained by any means of violence.

6.2.7. **You** will ensure that all **Insured Property** remains protected during all periods of **Loadshedding,** inclusive of but not limited to ensuring that there is a battery backup connected to any Linked Burglar Alarm System required by **Us** to ensure that the **Premises** and **Insured Property** remains protected even when **Loadshedding** takes place.

6.2.8. It is an ongoing requirement that **You** must ensure that such battery backup is fully charged, maintained and regularly tested to operate optimally during periods of **Loadshedding**.

If **We** allege that, by any reason, the Linked Burglar Alarm System was not fully operational or not activated when the **Premises** were **Unattended** or that **You** have not complied with any of the requirements of this Linked Burglar Alarm Warranty as set out above**,** the burden of proving the contrary will rest on **You.**

The presence of contractors, security guards, employees, or any persons staying in separate buildings or other structures on the property does not satisfy the requirement for continuous physical presence and will not override the provisions contained in this Linked Burglar Alarm Warranty.

For the purpose of this Linked Burglar Alarm Warranty the terms **Unattended** and **Premises** shall bear the following meaning:

Unattended means that neither **Yourself** nor any person authorised by **You** is continuously and physically present at the **Premises**.

Premises means each building or structure or individual sections of a building or structure, which is subject to separate alarm systems or activation zones.

The term **Unattended** will not apply to **Premises** which are within 5m proximity from the main building or structure and **You** can prove to **Our** satisfaction that continuous and physical presence was observed.

6.3. PERIMETER SECURITY

If perimeter security is required by **Us**, **We** will only indemnify **You** for theft and / or burglary if:
6.3.1. the perimeter security is maintained and kept in working condition,
6.3.2. **We** permitted alterations or the removal of the perimeter security.

7. AMOUNT PAYABLE BY YOU

You are liable for the excess amount and / or percentage as shown in the **Schedule** / **Annexure** for each and every event. Refer to the General Condition headed Amounts Payable by You. If the excess is based on a percentage, the percentage will be calculated against the loss or damage that has occurred, which will be deducted from the loss.

8. PAIRS OR SETS

Where the insured items consist of a pair or set, **We** will not be liable for more than the values of any particular part or parts which may be lost or damaged, or more that the proportionate part of the pair or set, without reference to any special value which such article may have as part of such pair or set. Average is not applicable to this cover.

CLAUSES AND EXTENSIONS

1. EXTINGUISHING CHARGES EXTENSION

We will indemnify **You** for the actual costs charged by an authorised body for extinguishing a fire to prevent or reduce loss or damage to **Your** insured **Domestic Contents**.

2. ADDITIONAL CONTENTS COVER OUTSIDE THE DWELLING EXTENSION

We will indemnify **You** for loss of, or damage to, **Your Domestic Contents** whilst outside **Your** dwelling, caused by the cover provided while **Your Domestic Contents** are:

2.1. inside a building where **You** reside temporarily, or within another private residence which is occupied,

2.2. deposited for safe keeping at any hotel, guest house, bank, safe deposit or furniture depository registered for the storage of goods,

2.3. inside the building of a business for the purpose of making up, alteration, renovation, repair, cleaning or dyeing.

2.4. Inside a building of any office where **You** are employed.

Our indemnity for this extension is limited to the amount shown in the **Schedule** / **Annexure**.

3. LOSS OF RENT EXTENSION

We will indemnify **You** for the rent payable by **You** or the actual and reasonable expenses incurred by **You** for similar alternative accommodation, if **We** declared that Your **Private Residence** is unfit to live in following **Material Damage Perils** in terms of the cover provided.

3.1. This Extension is limited to the percentage of the **Sum Insured** / amount stated in the **Schedule / Annexure** for a maximum period of 12 months or for the period **We** deem reasonable to make **Your Private Residence** suitable to live in.

3.2. If the **Loss of Rent** Extension applies to **Section** 25: Homeowners for the same incident, then **We** will only indemnify **You** under one of the relevant **Sections** but not both.

3.3. In the event that **Your Private Residence** is not reinstated then the loss of rent payment will only be made until the month of full and final settlement.

4. EMERGENCY ACCOMMODATION

We will indemnify **You** for emergency accommodation if **Your Private Residential Structure** is not fit to live in following an event by the **Material Damage Perils**. **We** will cover **You** for a maximum of 5 nights or as soon as **You** are able to arrange for alternative accommodation while **Your Private Residential Structure** is made fit to live in again.

If this Extension applies to **Section** 25: Homeowners for the same event, **We** will cover **You** under one of the relevant **Sections** only and not both. **Our** indemnity is limited to the amount shown in the **Schedule / Annexure.**

5. LOSS OF WATER BY LEAKAGE EXTENSION

We will indemnify **You** for amounts that **You** owe local authorities for water which has been lost due to leaking pipes. This will only apply if the following Conditions are met:

5.1. In the event of the quarterly reading of the water consumption exceeding the average of the previous 12-month readings by 50% or more **We** will indemnify **You** for the cost of the additional water consumption.

5.2. The indemnity will be payable for not more than 2 separate incidents in any **Annual Period**,

5.3. It is a condition precedent to **Our** liability under this extension that **You** will upon discovery of a leak (by physical evidence or a receipt of an abnormally high-water account) take immediate steps to repair the pipe affected.

This extension relating to Loss of Water by Leakage does not cover the cost of remedial action inclusive of repairs to the pipe affected and **We** will not be liable for any claim:

1. as a result of leaking taps, geysers, toilet systems and swimming pools, and / or
2. while **Your Private Residence** is **Unoccupied** for a period in excess of 60 consecutive days or **Vacant** unless agreed to by **Us** in writing prior to such unoccupancy / vacancy, and / or

3. where the water level of a swimming pool has to be topped up as a result of a leaking inlet or outlet pipe.

If this extension applies to **Section** 25: Homeowners for the same event, **We** will only cover **You** under one of the relevant **Sections** and not both.

Our indemnity is limited to the amount shown in the **Schedule / Annexure**.

6. BASIC ACCIDENTAL DAMAGE EXTENSION

We will indemnify **You** for loss of or damage to **Your Domestic Contents** which are not more specifically insured, by any cause whilst in **Your Private Residence**, inclusive of domestic appliances and breakage of mirrors and glass (not forming part of the fixtures and fittings).

Cover by this Extension excludes:

6.1. any loss of or damage caused by:

6.1.1. any cause or any event which is payable under any other **Section** of this **Policy**,

6.1.2. wear and tear,

6.1.3. depreciation, or gradual causes or damage happening over a period of time, the influence of light, rust, mildew, or vermin, corrosion or decay, moths other insects or their larvae,

6.1.4. over winding of clocks,

6.1.5. electronic, electrical or mechanical breakdown,

6.1.6. cleaning, repairing or restoration process,

6.2. any damage to glass, glassware, jewellery or other brittle articles due to cracking, denting, chipping or scratching,

6.3. any costs of reproduction or repair of data,

6.4. any loss of or damage to **Portable Electronic Devices**, **Mobile Communication Devices**, audio tapes, compact discs and DVD's,

6.5. any damage to firearms,

6.6. the excess as stated in the **Schedule / Annexure**.

Our indemnity is limited to the amount shown in the **Schedule / Annexure**.

7. BASIC POWER SURGE EXTENSION

We will indemnify **You** for **Accidental** damage to electronic / electrical equipment that forms part of **Your Household Contents**, if such damage is caused by **Power Surges** up to the limit as shown in the **Schedule.** (Refer to the General Provision headed Type 2 Surge Protection Device Warranty) **Accidental** damage to electronic / electrical equipment as a result of **Loadshedding** will be included in the cover offered under this Extension.

Provided that:

7.1. any loss or damage arising out of the deliberate withholding of power by a supply authority, **Grid Failure** (refer to the General Exclusion headed **Grid Failure** Exclusion 01/04/2023) is specifically excluded.

7.2. any loss / damage caused through or in connection with ripple relay switching will be excluded,

7.3. the cover afforded under this Extension becomes effective when the electricity supply is interrupted and will immediately lapse as soon as electricity supply has been restored,

8. ACCIDENTAL DEATH EXTENSION

We will reimburse the **Loss of Income** suffered as a result of **Your Accidental Death** which is directly caused by an insured peril at the insured **Private Residence** or on its grounds provided that **We** receive evidence of the **Loss of Income** suffered and such reimbursement will not exceed the amount stated in the **Schedule / Annexure**.

This **Accidental Death** benefit does not provide the same cover as that provided under the Medical Aid Schemes Act (No. 131 of 1998), or the Long-term Insurance Act (Act No.52 of 1998) and compensation will not be provided as a **Lump Sum** or considered as a shortfall payment in terms of the aforementioned enactments.

If **Accidental Death** applies to any other **Section** for the same incident, **We** will only indemnify **You** under one of the relevant **Sections**.

9. VETERINARY EXPENSES EXTENSION

We will indemnify **You** up to the limit as shown in the **Schedule / Annexure** for veterinary expenses **You** incur because of **Your** pet being injured in a road accident.

10. LOSS OF KEYS EXTENSION

We will indemnify **You** for the cost of replacing locks and keys, inclusive of any remote controls and, if necessary the reprogramming of any coded security system of **Your Private Residence** following a loss.

Our indemnity is limited to the amount shown in the **Schedule / Annexure**.

11. EMERGENCY BENEFIT EXTENSION

We will pay an **Emergency Benefit** as a result of an **Accidental Bodily Injury** at **Your Private Residence** to any person other than **You** caused by:

11.1. a domestic animal owned by **You**,

11.2. a defect in the **Private Residential Structure** or **Private Residence** at the **Risk Address** being the direct cause of **Accidental Bodily Injury**,

11.3. any domestic employee who has entered into and works under a written contract of service with **You** and which arises from their employment with **You**.

It being agreed that the payment of this benefit will not be regarded as any admission of any liability resulting from this event and provided that **We** receive evidence of the **Loss of Income** suffered and such reimbursement will not exceed the amount stated in the **Schedule / Annexure**.

12. PROPERTY OF GUESTS EXTENSION

This is covered under the same **Terms and Conditions** as the rest of this **Section**, with any one item being limited to the amount shown in the **Schedule / Annexure**. **We** will not be liable for any loss or damage to **Money**, pre-paid cellular or phone vouchers and any other negotiable instruments.

This Extension does not apply if **Your** guests already have insurance that provides cover for their own property. **Our** indemnity is limited to the maximum amount as shown in the **Schedule / Annexure**.

13. PERSONAL BELONGINGS OF DOMESTIC EMPLOYEES EXTENSION

This is covered under the same **Terms and Conditions** as the rest of this **Section**, with any one item being limited to the amount shown in the **Schedule / Annexure**. **We** will not be liable to any loss or damage to **Money**, pre-paid cellular or phone vouchers and any other negotiable instruments.

This Extension does not apply if **Your** domestic employees already have insurance that provides cover for their **Personal Belongings**. **Our** indemnity is limited to the amount as shown in the **Schedule / Annexure**.

14. CONTENTS OF REFRIGERATORS AND FREEZERS EXTENSION

We will indemnify **You** for **Accidental** loss of foodstuff kept in any refrigerators or freezers inside **Your Private Residence** or **Outbuildings** due to:

14.1. breakdown of or **Accidental** damage to the unit,

14.2. a change in temperature, provided that such change in temperature does not:

14.2.1. result from someone adjusting the temperature control, or

14.2.2. spoil as a result of non-payment or non-purchase of power or any type of fuel.

14.2.3. result due to an interruption in power supply, **Loadshedding** or Grid Failure (refer to the General Exclusion headed Grid Failure Exclusion 01/04/2023) is specifically excluded.

This Extension provides cover for one event in any **Annual Period** and is limited to the amount as shown in the **Schedule / Annexure**.

15. TRAUMA TREATMENT EXTENSION

We will indemnify **You** for the cost of trauma treatment provided by a registered professional counsellor incurred and paid for by **You**, and where such cost is not otherwise recoverable from any other insurance or facility if **You** are the victim of a violent act due to theft, burglary, hijacking or fire that occurred in **Your Private Residence** or on **Your** premises.

This benefit does not provide the same cover as that provided under the Medical Aid Schemes Act (No. 131 of 1998), or the Long-term Insurance Act (Act No.52 of 1998) and compensation will not be provided as a **Lump Sum** or considered as a shortfall payment in terms of the aforementioned enactments.

Provided that **We** receive evidence of the **Loss of Income** suffered and such reimbursement will not exceed the amount stated in the **Schedule / Annexure**

16. GUARDS EXTENSION

We will compensate **You** for the employment of guards to protect the **Insured Property** stated in the **Schedule** after loss or damage has occurred provided it has been arranged with a registered security company.

If this Extension applies to **Section** 1 : Fire / **Section** 2: Buildings Combined / **Section** 3: Office Contents or **Section** 25: Homeowners for the same event, **We** will only compensate **You** under one of the relevant **Sections**.

This Extension is limited to the maximum number of days allowed and the amount per day as shown in the **Schedule / Annexure / Addendum**.

17. OFFICE CONTENTS EXTENSION

We will indemnify **You** up to the amount as shown in the **Schedule / Annexure** for any office goods and equipment contained in an office within **Your Private Residence** during the **Annual Period**.

Such office goods and equipment will be covered if the office is attached with direct access to **Your** main **Private Residence**. Any loss of or damage to stock in trade and **Money** of **Your Business** exercised from the office situated at **Your Private Residence** is excluded.

18. IDENTITY THEFT EXTENSION

We will indemnify **You** up to an amount shown in the **Schedule / Annexure**, within the **Annual Period** for legal expenses and costs relating to the unauthorised use of **Your** identity inclusive of the replacement of identity documents.

19. CREDIT, DEBIT CARDS AND SIM CARDS EXTENSION

We will indemnify **You** against the liability, inclusive of legal and other costs **We** agree to in writing, caused by the unlawful use of **Your** credit, purchase or SIM cards by a person not related to **You** for any single claim, any series of claims resulting from the same event, or all events that happen during the **Annual Period**. To receive compensation, a registered financial services provider, merchant or cell phone provider must have officially issued the credit, purchase or SIM cards in **Your** name and **You** must have complied with all the terms of the issued cards. **Our** compensation is limited to the amount shown in the **Schedule**.

20. MONEY EXTENSION

We will indemnify **You** for loss of, or damage to **Money,** deeds, bonds, bills of exchange, promissory notes, securities for **Money**, as well as prepaid phone cards or prepaid cellular vouchers from **Your Private Residence**, subject to visible, forcible and violent entry and limited to the amount as shown in the **Schedule / Annexure**.

21. HOLE-IN-ONE

We will indemnify **You** if **You** hit a Hole in One while playing golf as an amateur. To receive compensation, **You** must have played in a game on a registered golf course under the recognised rules of the game and the Hole in One must be confirmed by the Secretary of the golf club. **Our** indemnity is limited to the amount as shown in the **Schedule / Annexure**.

22. FULL HOUSE

We will indemnify **You** if **You** score a full house while playing bowls as an amateur. Provided that:

22.1. **You** must have played in an official competition as part of a team of two, three or four, on a registered bowling green under the recognised rules of the South African Bowling Association with all eight or nine bowls to count,

22.2. the secretary of the bowling club where **You** achieved the full house must confirm the full house in writing. If more than one person as per the definition term **You** scores a full house, we will pay compensation only once for each full house.

22.3. **Our** indemnity is limited to the amount as shown in the **Schedule / Annexure**.

23. GOODS IN THE OPEN EXTENSION

We will indemnify **You** for any item which is designed to be in the open if the item is stolen whilst not in the confines of the building (as stated under the **Risk Address** of **Your Private Residence** noted on the **Schedule**), for any one event unless the item being claimed for is required to be specified in terms of this **Policy**.

Our indemnity is shown in the **Schedule / Annexure** and is limited to the amount / percentage of the **Sum Insured** for **Section 2: Household Contents** as shown in the **Schedule.**

24. GOODS AND OR TOOLS STOLEN FROM THE OUTBUILDINGS EXTESION

We will indemnify **You** up to the amount as shown in the **Schedule / Annexure** for theft from **Your Outbuildings** for any one event, subject to visible, forcible and violent entry to the **Outbuildings**.

25. PROPERTY IN TRANSIT EXTENSION

We will indemnify **You** up to the **Sum Insured** for **Section 2: Household Contents** as shown in the **Schedule** for **Domestic Contents** in transit while **You** are in the process of permanently moving to a different **Risk Address**, or while **Your Domestic Contents** is being transported to or from any registered furniture storehouse by a furniture removal contractor.

Cover provided by this extension is for fire, lightning, explosion, collision or overturning of the conveying vehicle only and any theft must be accompanied by forcible, violent and visible entry. The cover provided excludes any loss / damage to breakable articles such as but not limited to glassware and China unless such articles were packed by a professional furniture removal contractor and are not otherwise insured.

26. WILD ANIMAL DAMAGE EXTENSION

We will indemnify **You** for damage to **Domestic Contents** such as furniture, food, soiling of carpets and soft furnishings caused by wild animals such as baboons and monkeys. **Our** indemnity is limited to the excess and the amount as shown in the **Schedule / Annexure**.

For the purpose of this extension**, We** agree that the provisions stipulated in the General Exclusion headed Excluded Risks / Perils / Circumstance will not apply.

27. THEFT WITHOUT FORCIBLE OR VIOLENT ENTRY EXTENSION

Any theft or attempted theft whilst the **Private Residence** is **Unoccupied** by **You** is limited to the amount as shown in the **Schedule / Annexure** unless entry is gained into the **Private Residence** by actual, forcible and violent means. This extension does not cover theft or attempted theft from **Outbuildings**.

28. PET ACCOMMODATION EXTENSION

The insurance under this **Section** is inclusive of accommodation for pets up to the stated in the **Schedule / Annexure** in instances where **Your Private Residence** noted on the **Schedule** is rendered uninhabitable due to **Material Damage Perils**.

Provided that the pet is owned by **You** and is normally kept at **Your Private Residence** which is occupied by **You**. This benefit will also apply in circumstances where **You** have taken up temporary accommodation following **Material Damage Perils** where such temporary accommodation does not permit pets.

OPTIONAL EXTENSIONS

1. EXTENDED SUBSIDENCE AND LANDSLIP EXTENSION

We will indemnify **You** for loss or damage to **Your Domestic Buildings** caused by subsidence and / or landslip. Provided that this **Optional Extension** does not cover loss or damage caused by or attributable to:

1.1. any faulty design or inferior construction of or the removal or weakening of support to any building situated at the **Private Residence**,

1.2. any workmen engaged in making structural alterations additions or repairs, inclusive of previous repairs which re manifest to any building situated at the **Private Residence,**

1.3. any surface or subterranean excavations other than in the course of mining operations, or

1.4. any consequential loss of any kind whatsoever.

In any action suit or other proceedings where **We** allege that by reason of (1.1.), (1.2.), (1.3.) or (1.4.) any loss or damage is not covered by this **Optional Extension**, the burden of providing the contrary will rest on **You**.

SPECIFIC EXCLUSIONS

We will not indemnify **You** for any of the below events unless specifically accepted by **Us** and specifically shown otherwise in the **Schedule / Annexure:**

1. any property that is more specifically insured,

2. any livestock or other animals,

3. any costs of reproduction or repair of data of any kind,

4. any theft or attempted theft while **Your Private Residence** is lent, let or sublet to a **Tenant**,

5. any loss, damage or breakage covered by a manufacturer's purchase agreement, guarantee or service contract,

6. any theft from any vehicle which is left unattended and where the items were not in the locked luggage compartment or locked interior of the vehicle,

7. any loss or damage:

7.1. caused, sustained or incurred outside the territorial limits set out in this **Policy**,

7.2. to property, with the purpose of disposing of it in a business transaction, whether it is concluded or not,

7.3. of **Money**, (deeds, cash, bonds, bills of exchange, promissory notes, securities for **Money**, as well as prepaid phone cards or prepaid cellular vouchers) at **Your Private Residence** not otherwise provided for in terms of the extension for **Money** provided by this **Section**,

7.4. to rare books, medals, stamp collections and manuscripts or documents of any kind,

7.5. to more than 2 coins that forms part of a coin collection and exceeds R10 000 per coin,

7.6. caused by wear and tear or by any event happening over a period of time,

7.7. caused by depreciation, the influence of light, rust, or vermin, moths other insects or their larvae,

7.8. caused by over winding of clocks,

7.9. caused by electrical or mechanical breakdown unless by **Power Surge** as provided for under the extensions for **Power Surge** insured under the extensions of this **Policy**,

7.10. caused by demolition, alteration, construction, cleaning, renovation, repair, restoration or any similar process,

7.11. to glass, glassware, jewellery, or other brittle articles due to cracking, denting, chipping or scratching,

7.12. of motor vehicles (inclusive of self-propelled vehicles), watercraft (excluding surfboards, kite boards, paddle skis, kayaks, canoes, surf boards, sailboards and model boats), aircraft / **Drones** other aerial devices and all tools, spare parts and accessories of these vehicles, aircraft / **Drones** or Watercraft that are on, in or attached to it,

7.13. from or relating to any exchange, cash or credit sale agreement, inclusive of theft under false pretence, trickery, scam and fraud,

7.14. to property in the open caused by storm, water, wind, hail or snow unless the insured property is designed to exist in the open,

7.15. caused by theft or burglary if the **Private Residence** is **Unoccupied** for a period of 60 (sixty) consecutive days during any **Annual Period,**

7.16. caused by theft or burglary if the **Private Residence** is **Vacant,**

7.17. for any amount in excess of 1/3rd of the **Domestic Contents Sum Insured** for loss of, or damage to, furs, rugs, carpets, paintings, precious and semi-precious metals, jewellery, stones and articles manufactured there from,

7.18. to garden furniture, garden equipment, tools or sporting equipment whilst in use,

7.19. to **Portable Computer Equipment** exceeding 1% of the **Domestic Contents Sum Insured** or R15 000, whichever is the greater,

7.20. caused by storm, wind, water, hail or snow during renovations, additions or extensions if the loss or damage is caused by or made worse by the renovations, additions or extensions,

7.21. any theft / burglary or attempted theft / burglary during renovations, additions or extensions unless such theft / burglary is accompanied by violent, forcible and visible entry into the premises.

8. any loss or damage directly or indirectly occasioned by or through or in consequence of any peril / event or circumstance referred to in the General Exclusions of this **Policy.**

SECTION 27 : ALL RISKS

DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1. Accident / Accidental: means a fortuitous and unexpected event occurring at an identifiable place and time.

2. Drone: means any:

2.1. **Remotely Piloted Aircraft** – being further defined as an unmanned aircraft which is piloted from a remote pilot station, excluding **Model Aircraft** and **Toy Aircraft**,

2.1.1. **Toy Aircraft**– being further defined as an aircraft which is designed or intended for use in play by children,

2.1.2. **Model Aircraft** – being further defined as non-human carrying aircraft capable of sustained flight in the atmosphere and used exclusively for air display, recreational use, sport or competitions.

2.2. **Drone Accessories** means any:

2.2.1. filming, scanning, mapping, infrared and x-ray equipment inclusive of software,

2.2.2. bags and carry cases,

2.2.3. tools and cleaning equipment,

2.2.4. guards and safety equipment,

2.2.5. two-way radio and communications equipment,

2.2.6. power supplies and control equipment,

2.2.7. binoculars and photographic equipment,

2.2.8. laptops and tablets

All of which are used for the purpose of controlling a **Drone**, inclusive of any other equipment which can be affixed to the payload of the **Drone**.

3. Dwelling: means:

3.1. a primary residence structure at which **You** reside on a full-time basis, or

3.2. temporary accommodation structure at which **You** may reside for vacation / temporary purposes to that of **Your** primary residence mentioned in (3.1) above.

For the purpose of (3.2) above the term temporary means infrequent and short periods of time not exceeding 6 months.

4. Mobile Communication Devices: means portable electronic items, used for mobile communication, inclusive of all accessories (for example: cellular phones, satellite navigation system receivers [GPS's]).

5.	**Personal Belongings**:	means property normally worn or designed to be carried on or by You solely for private purposes and which is owned by You or for which You are legally Responsible.
6.	**Portable Electronic Device:**	means a device that is capable of storing, processing and transmitting data, which is small enough to be carried by hand, for example but not limited to: laptops, kindles, iPads and tablet devices.
7.	**Specified Property:**	means items as described in the **Specified** All Risk **Section** and shown in the **Schedule**.
8.	**Unspecified Property**	means:

8.1. **Your** clothing,

8.2. **Personal Belongings** normally designed to be carried on, by, or with a person by external means only.

8.3. personal equipment normally worn or used by the person participating in sport excluding sports equipment whilst in use.

COVER PROVIDED

We will indemnify **You** for **Accidental**, sudden and unforeseen physical loss of or damage to the whole or part of the property described in the **Schedule** while anywhere in the world subject to the **Specific Conditions** of this **Section**, by any accident or misfortune not otherwise excluded to:

1. **Unspecified Property** up to the **Sum Insured** stated in the **Schedule / Annexure,** provided that **Our** compensation is limited to a maximum of 25% of the **Sum Insured** for such **Unspecified Property** for any one item of this **Section** and not more than 5 compact discs (if applicable).

2. **Specified Property** listed in the **Schedule** up to the maximum **Sum Insured** stated in the **Schedule**. **We** require full details of property in order to specify the item, inclusive of but not limited to full description, make and model, as well as all serial numbers.

SPECIFIC CONDITIONS

1. **INDEMNITY TO YOU**

We will decide whether **We** want to settle a claim by repairing or replacing or paying cash, or a combination of the three, at current replacement cost but subject always to the **Sum Insured** stated in the **Schedule**, which results from any cause occurring anywhere in the world, provided that any temporary visits outside the territorial limits of the Republic of South Africa are for a period of up to 6 months per **Annual Period** only after which **You** will be uninsured for events occurring outside such territorial limits.

2. **AVERAGE (UNDER-INSURANCE)**

If at the time of the loss or damage, the amount which is needed to replace **Your Unspecified** or **Specified Property** insured hereby with similar new property is more than the amount for which it is insured, **You** will be considered as **Your** own insurer for the difference and will bear a proportional share of the loss or damage accordingly.

3. LOCKED SAFE WARRANTY - JEWELLERY

In respect of any item of jewellery, exceeding the **Sum Insured** stated in the **Schedule/ Annexure**, it is hereby warranted that the item will be kept in a locked safe when not carried on the person or in use. It is further warranted that the locked safe will be permanently affixed to the floor or a structural wall of a **Dwelling** and locked at all times. In the event of a claim in respect of the item of jewellery stolen from a locked safe any theft must be accompanied by actual forcible or violent entry into the safe. If the item of jewellery is not kept in a locked safe, **Our** indemnity will be limited to the amount stated in the **Schedule / Annexure** for each item of jewellery and subject to an additional excess as noted in the **Schedule / Annexure**.

4. LOCKED SAFE WARRANTY - FIREARMS

It is warranted that all firearms, as defined in the Firearms Control Act, will be kept in a locked safe when not carried on the person or in use. It is further warranted that the locked safe will be permanently affixed to the floor or a structural wall of the **Dwelling** and locked at all times. In the event of a claim in respect of a firearm stolen from a locked safe any theft must be accompanied by actual forcible or violent entry into the safe.

5. ITEMS IN A BANK VAULT

Loss of or damage to items shown in the **Schedule** which are kept in a bank vault, only applies whilst the items are contained in a safe deposit at a registered bank. **We** will require a breakdown of all items in a bank vault and **You** need to notify **Us** immediately upon movement thereof.

6. PAIRS OR SETS

Where the insured items consist of a pair or set, **We** will not be liable for more than the values of any particular part or parts which may be lost or damaged, or more than the proportionate part of the pair or set, without reference to any special value which such article may have as part of such pair or set. Average is not applicable to this cover.

7. STAMP AND COIN COLLECTIONS AND PERSONAL DOCUMENTS

We will indemnify **You** according to the cover provided in respect of:

7.1. a single stamp or coin, or a single set of stamps or coins according to the current catalogue or price list value,

7.2. personal documents, inclusive of personal deeds, wills, agreements, maps, plans, records, books, letters and certificates, for the value of the materials and the cost of labour needed for replacement. **We** will not indemnify **You** if these documents are negotiable instruments or share certificates.

8. VALUABLE ARTICLES

We will request proof of purchase and / or a valuation certificate for furs, rugs, carpets, paintings, jewels, jewellery, gemstones, watches, collectables, antiques and articles made of platinum, gold or silver or any other precious metal or stone, which exceed the amount stated in the **Schedule / Annexure**.

All valuation certificates and proof of purchase required must be in the currency of South Africa. If the proof of purchase is in a foreign currency a valuation certificate in South African currency will be required.

9. REINSTATEMENT OF SPECIFIED ITEMS FOLLOWING A CLAIM

If any item specified in the **Schedule** is subject to a total loss meaning it is lost, damaged beyond economical repair or stolen then such item will be deleted from the **Schedule**. The onus rests on **You** to advise **Us** of items replacing such items which are the subject of total loss and that **You** provide us with the replacement items description and **Sum Insured**.

10. AMOUNT PAYABLE BY YOU

You are liable for the excess amount and /or percentage as shown in the **Schedule / Annexure** for each and every event. Refer to the **General Condition** headed **Amounts Payable by You**.

If an excess is based on a percentage, it will be applied to the amount of the loss or damage that has occurred.

OPTIONAL EXTENSIONS

1. SPECIFIED JEWELLER EXTENSION

In the event of a claim, it is hereby noted and agreed that **You** may utilise the services of the specified jewellery supplier as stated in the **Schedule**. It is a condition of cover that the item of jewellery is valued by an independent valuator and the onus of proof rests with **You** to furnish such proof of value and ownership to **Our** satisfaction.
Further noted that **Our** indemnity is limited to the replacement value or **Sum Insured** stated in the **Schedule**, whichever is the lesser.

SPECIFIC EXCLUSIONS - APPLICABLE TO UNSPECIFIED PROPERTY

We will not indemnify **You** for any of the below unless **You** specify these under **Specified Property** noted in the **Schedule**:

1. any **Portable Electronic Devices**,

2. any **Mobile Communication Devices**,

3. any car sound equipment,

4. any firearms and accessories,

5. any contents of caravans

6. any camping equipment,

7. any stamp, medal and coin collections and personal documents,

8. any bicycles,

9. any wheelchairs or other portable medical apparatus / equipment,

10. any surfboards, kite boards, paddle skis, kayaks, canoes, surf skis, windsurf boards and sail boards or items of a similar nature,

11. any form of hearing aids,

12. any property more specifically insured under any **Section** of this **Policy**.

SPECIFIC EXCLUSIONS TO THE SECTION

We will not indemnify **You** for:

1. any cost of reproduction or repair of data,

2. any items covered by guarantee, service contract, purchase contract or any purchase agreement of any type,

3. any property that has the purpose to be disposed of in a business transaction, for example stock,

4. any vehicles, motorcycles, scooters, three wheeled vehicles, quad bikes, trailers and caravans inclusive of fitted accessories, hang gliders, air and watercraft and their equipment, **Drones**,

5. any money, securities for money, money orders, deeds, bonds, bills of exchange, promissory notes, cheques, postal and money orders, negotiable documents, travel and other tickets, gift vouchers/ cards, pre-paid telephone and cell phone carts,

6. any rare books, medals, stamps or coin collections and manuscripts or documents of any kind, unless **We** have agreed otherwise and such items are specified in the **Schedule**,

7. any loss or damage :

7.1. by wear and tear or by any event happening over a period of time,

7.2. by depreciation, the influence of light, rust, or vermin, moths other insects or their larvae,

7.3. by or in connection with any exchange, cash or credit sale agreement, inclusive of theft under false pretence, trickery, scam and fraud,

7.4. by electronic viruses, Trojans, worms or similar destructive media interferences,

7.5. by chipping, scratching, denting and breaking of China or similar articles of fragile nature,

7.6. by confiscation, detention, delay or destruction arising from any process of law,

7.7. by bursting, rusting, corrosion or derangement of any firearm,

8. any loss or damage caused to cameras and photographic equipment and musical equipment used for professional purposes or for reward,

9. any loss or damage to personal belongings which are carried in **Your** body, (for example implantation of hearing aid into **Your** body is excluded, however, hearing aid onto **You**r body will be covered.)

10. any loss or **Damage** arising out of the deliberate withholding of power by a supply authority, **Loadshedding** or **Grid Failure** (refer to the General Exclusion headed **Grid Failure** Exclusion 01/04/2023) is specifically excluded.

11. any loss or damage directly or indirectly occasioned by or through or in consequence of any peril / event or circumstance referred to in the General Exclusions of this **Policy.**

SECTION 28: PERSONAL LIABILITY

DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1. Accident / Accidental: means a fortuitous and unexpected **Event** occurring at an identifiable place and time.

2. Any Person: means people not related to **You**, and people who are not **Your Domestic Employee** when the **Event** happens. However, the term **Any Person** may include people who normally live with **You**.

3. Bodily Injury: means death, physical injury, mental injury, illness (mental or physical) or disease of or to **Any Person**.

4. Damage: means loss of possession or control of, or actual physical damage to tangible property.

5. Damages: means monetary compensation (which term will be inclusive of claimant's legal costs and expenses) that is awarded against **You** by a court of law, or for which **You** will become personally legally liable within the ambit of the civil or criminal justice system.

6. Domestic Employee: means a person employed under a contract of service with **You**.

7. Drone: means any:

7.1. **Remotely Piloted Aircraft** – being further defined as an unmanned aircraft which is piloted from a remote pilot station, excluding **Model Aircraft** and **Toy Aircraft**,

7.1.1. **Toy Aircraft**– being further defined as an aircraft which is designed or intended for use in play by children,

7.1.2. **Model Aircraft** – being further defined as non-human carrying aircraft capable of sustained flight in the atmosphere and used exclusively for air display, recreational use, sport or competitions.

7.2. **Drone Accessories** means any:

7.2.1. filming, scanning, mapping, infrared and x-ray equipment inclusive of software,

7.2.2. bags and carry cases,

7.2.3. tools and cleaning equipment,

7.2.4. guards and safety equipment,

7.2.5. two-way radio and communications equipment,

7.2.6. power supplies and control equipment,

7.2.7. binoculars and photographic equipment,

7.2.8. laptops and tablets

All of which are used for the purpose of controlling a **Drone**, inclusive of any other equipment which can be affixed to the payload of the **Drone**.

8. Dwelling: means:

8.1. a primary residence structure at which **You** reside on a full-time basis, or

8.2. temporary accommodation structure at which **You** may reside for vacation / temporary purposes to that of **Your** primary residence mentioned in (8.1) above.

For the purpose of (8.2) above the term temporary means infrequent and short periods of time not exceeding 6 months.

9. Each and Every Limit (EEL): means the amount payable, inclusive of **Damages** recoverable from **You** by a claimant or any number of claimants, **Legal Costs** incurred with **Our** consent for any **Occurrence** all of which will not exceed the **Limit Of Indemnity** stated in the **Schedule**.

10. Event: means any circumstance or incident which may give rise to a claim for indemnification as insured under this **Section** of the **Policy**.

11. Homeowners Section: means **Section** 25: Homeowners of this **Policy**.

12. Landlord: means **You** as the owner of the residential building which is the subject of the written **Rental / Lease Agreement** of the residential building insured by **Section** 1: Homeowners insured by this **Policy** and who has the legal right to rent /lease such premises.

This definition applies for the purposes of the Extension headed Rental / Leasing of Residential Premises only.

13. Legal Costs: means costs, charges and expenses which **We** incurred or which **You** incurred with **Our** prior consent:

13.1. in the defence or settlement of any claim under this **Section** of the **Policy** or any legal proceeding, action or prosecution brought against **You** in respect of **Bodily Injury** or **Damage** or other personal legal liability as insured in terms of this **Section** of the **Policy**.

13.2. in the representation at any inquest or accident inquiry in respect of **Bodily Injury** which may form the subject of indemnity under this **Section** of the **Policy**.

14. Limit of Indemnity: means the **Sum Insured** stated in the **Schedule / Annexure**.

15. Occurrence: means an **Event** or series of **Events** arising out of one originating cause or source.

16. Pollution: means:

16.1. actual, alleged, or threatened:

16.1.1. ingestion, inhalation, absorption, release, escape, discharge, dispersal, seepage of, contact with, or exposure to, **Pollutants**,

16.1.2. subsequent spread, migration, or movement of **Pollutants** following (16.1.) above.

17. Pollution Costs: means 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 **You** or third parties.

18.	**Pollutant:**	means 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 (inclusive of 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.
19.	**Rental / Lease Agreement:**	means the written Rental / Lease Agreement concluded between the **Tenant** and the **Landlord** in respect of the residential building being used for housing purposes as insured by **Section** 25: Homeowners insured by this **Policy**. This definition applies for the purposes of the Extension headed Rental / Leasing of Residential Premises only.
20.	**Tenant:**	means the person as named in the **Rental / Leasing Agreement** entered into with **You** and where **You** are noted as the **Landlord** of the residential building insured by **Section** 1: Homeowners insured by this **Policy**. This definition applies for the purposes of the Extension headed Rental / Leasing of Residential Premises only.

COVER PROVIDED

We will provide compensation if **You** become personally legally liable to pay **Damages** for **Accidental** sudden, unintended and unforeseen **Bodily Injury** or **Damage** occurring during the **Period of Insurance**, from an **Occurrence** anywhere in the world to the extent that such liability is not indemnifiable in terms of another Insurance Policy.

INDEMNITY AND LIMITS

You are indemnified by this **Section** in accordance with the above Cover Provided but will not be inclusive of cover against claims for and / or arising out of any form of **Pollution** or any **Occurrence** in connection with **Your** business / occupation / trade.

The **Limit of Indemnity** as stated in the **Schedule** but not exceeding R3 000 000 **(EEL)** per **Occurrence** and will be the maximum amount of **Our** liability in respect of all claims for **Damages** and **Legal Costs** incurred with **Our** written consent which consent will not be unreasonably withheld and which are recoverable by or on behalf of any claimant from **You** arising out of one **Occurrence.**

Renewal of this **Policy** from year to year will not have the effect of increasing the **Limit of Indemnity** applicable to each year or of accumulating the **Limit of Indemnity** from year to year.

All limits stated are payable after payment of the first amount payable by **You** as is applicable to the relevant claim.

If **We** allege that by reason of this **Section** that any claim for **Damages,** arising from **Bodily Injury** and / or **Damage** and **Legal Costs** is not covered by this **Policy**, then the burden of proving the contrary will rest upon **You**.

TERRITORIAL LIMITS

Cover provided is worldwide, but excluding any judgment, award, payment or settlement made within a country which operates under the laws of the United States of America and / or Canada and / or their respective possessions or protectorates and any territory operating under the laws of or being subject to the jurisdiction of courts of the United States of America and / or Canada and / or their respective possessions or protectorates or is the subject to any order which is made anywhere in the world to enforce such judgement, award payment or settlement or part thereof.

It being understood that any claim brought against **You** will be subject to General Condition headed Law and Legal Jurisdiction.

CLAUSES AND EXTENSIONS

1. TENANTS EXTENSION

We will indemnify **You** in accordance with the cover provided up to the limit stated in the **Schedule / Annexure** if **You** become personally legally liable as a **Tenant** and not as an owner for any **Damage** to the building of a **Dwelling** and its outbuildings (inclusive of fixtures and fittings) as well as **Accidental Damage** to water, gas, sewerage, electricity or telephone connections to the **Dwelling** or outbuildings.

2. SECURITY COMPANIES

2.1. **We** will indemnify **You** in accordance with the cover provided for **Damages** arising from the ownership possession or use of any electrified fence, or arising out of a Deed of indemnification or similar undertaking to **Any Person** who has contracted with **You** to provide **You** with security services (referred to below as the Deed) provided that:

2.1.1. both the Deed and the contract for the provision of such security services are in writing and dated prior to the **Occurrence** giving rise to a claim being made against **You** in terms of the **Deed**,

2.1.2. the **Occurrence** giving rise to the claim against **You** in terms of the **Deed** occur on or in the immediate vicinity of the **Dwelling** situated at the address stated on the **Schedule**.

2.2. Neighbourhood Watch Liability

We will indemnify **You** and any member of **Your** family who normally resides with **You** at the address stated on the **Schedule** against **Damages** for:

2.2.1. any accidental **Bodily Injury** to **Any Person** (other than members of **Your** family who normally reside with **You** or **Your Domestic Employees**),

2.2.2. any **Accidental Damage** to property which is not owned by or in the custody of **Yourself** or any member of **Your** family who normally resides with **You** at the address stated on the **Schedule** or **Your Domestic Employees**.

Provided that **Our** indemnity for all **Damages** and **Legal Costs** will not exceed the amount stated in the **Schedule / Annexure** for all **Events** during the **Annual Period**.

2.3. Wrongful arrest

We will indemnity **You** for all **Damages** which **You** are personally legally liable to pay in respect of a wrongful arrest or an alleged wrongful arrest by **You** of **Any Person** other than a **Domestic Employee** of **Yours** or any member of **Your** family or household which arises out of **Your** activities as a member of a neighbourhood watch or a block watch group or of a similar voluntary non-profit organisation.

Provided that **Our** indemnity for all **Damages** and **Legal Costs** will not exceed the amount stated in the **Schedule / Annexure** for all **Events** during the **Annual Period**.

2.4. Security Company / Garden Services

Regardless of anything contained to the contrary **We** agree that Specific Exclusion (4) of this **Section** does not apply to any liability assumed in terms of a written contract entered into with any organisation providing security, armed response or garden services in respect of **Insured Property** indemnified under **Section** 25: Homeowners and **Section** 26: Domestic Contents of this **Policy**.

Provided that **Our** indemnity for all **Damages** and **Legal Costs** will not exceed the amount stated in the **Schedule / Annexure** for all **Events** during the **Annual Period**.

3. PERSONAL LEGAL LIABILITY TO DOMESTIC EMPLOYEES EXTENSION

We will indemnify **You** for **Your** personal legal liability due to **Accidental Bodily Injury** to **Your Domestic Employee** that arises from and in the course of their employment.

Provided that **Our** indemnity for all **Damages** and **Legal Costs** is agreed to by **Us** in writing and will not exceed the amount stated in the **Schedule / Annexure** for any one **Event** during the **Annual Period**.

4. RENTAL / LEASING OF RESIDENTIAL PREMISES EXTENSION

Regardless of anything contained to the contrary it is hereby noted and agreed that **We** will indemnify **You** for **Damages** from an **Occurrence** directly resulting from the use of the residential building insured by **Section** 1**:** Homeowners and which is the subject of a written **Rental / Leasing Agreement** concluded between the **Tenant** and **Landlord** provided that such indemnity only applies to the **Tenant** or guest of the **Tenant** occurring during the **Annual Period.**

For the purpose of the cover provided it is noted and agreed that any indemnity paid will not be in favour of the **Tenant** should a guest of the **Tenant** make a claim against the **Tenant** and indemnity will only be considered where **You**, as the **Landlord** indemnified hereby have been found to be negligent.

Further provided that **Our** indemnity for all **Damages** and **Legal Costs** will not exceed the amount stated in the **Schedule** for all **Events** during the **Annual Period** and this extension will not be brought into contribution where the **Tenant** holds their own Personal Liability or Contents insurance.

SPECIFIC CONDITIONS APPLICABLE TO RENTAL / LEASING OF RESIDENTIAL PREMISES

1. With due consideration to the General Provision headed Liability Under More Than One Section, it is agreed that the indemnity granted by this **Section** is conditional upon there being in force at the time of the **Occurrence** underlying cover in terms of **Section** 1: Homeowners of this **Policy** which substantially provides cover for the type of liability for which indemnity is sought hereunder and upon **You** not being in breach of the conditions of such cover applicable to those **Sections**.

2. This **Section** is governed by the laws of the Republic of South Africa whose courts will have exclusive jurisdiction in any dispute between **Yourself** and **Us**, refer to the **General Condition** headed **Law and Legal Jurisdiction**,

3. Indemnity amounts payable under this **Section** will be payable in the currency of the Republic of South Africa and **You** will be **Responsible** for the first amounts payable stated in the **Schedule / Annexure,**

4. **We** may in the case of any **Occurrence** pay to **You** the **Limit of Indemnity** (but deducting any sum or sums already paid) or any lesser sum for which the claim or claims can be settled, and **We** will thereafter be under no further liability in respect of such **Occurrence**,

SPECIFIC EXCLUSIONS

We will not indemnify **You** for any liability consequent upon, caused by, though, or in connection with any **Bodily Injury** or **Damage** by the below unless specifically accepted by **Us** and specifically shown otherwise in the **Schedule / Annexure** for:

1. any compensation payable to **You**,

2. any **Damage** to property belonging to **You** or **Your Domestic Employee,**

3. any **Damages** or **Legal Costs** directly or indirectly due to:

3.1. **Your** own employment, business or profession inclusive of but not limited to the sale of any goods or the rendering of any services for a fee or any other consideration or remuneration,

3.2. any ownership of land or buildings (other than buildings insured under **Section** 1: Homeowners and land upon which such buildings are situated, provided the land is used for residential purposes),

3.3. the occupation of land or buildings, other than **Your Dwelling**,

3.4. the use of any vehicle, caravan, trailer, aircraft or watercraft (other than a surfboard or paddle ski) owned by **You** or which is in **Your** custody or control or which is owned by **Your Domestic Employee** or which is in **Your Domestic Employee** custody or control,

4. any liability accepted by agreement which would not have attached in the absence of the agreement (other than liability specifically covered in the Specific Extensions of this **Section**),

5. any liability arising out of the letting or hiring out of any movable or immovable property or part thereof for a fee, reward or any other consideration (other than liability specifically covered in the Extensions of this **Section**),

6. any **Damages** arising out of **Your** intentional and reckless disregard and of the possible consequences of **Your** acts or omissions,

7. any **Damages** arising out of:

7.1. one **Insured** to another,

7.2. any former **Insured** in respect of any **Occurrence** during the period when such former **Insured** was an insured in terms of this **Policy,**

8. any **Damage** to property to the extent that such **Damage** is indemnifiable under any other insurance policy,

9. any **Damages** arising out of the ownership or use of any aircraft or **Drone**,

10. any **Damages** which are the subject of statutory or similar legislation controlling the use of any vehicles or trailers and in respect of which **You** are compelled to effect insurance or to furnish security, or where the State or other Governmental body or Authority has accepted responsibility,

11. any **Damages** or **Legal Costs** in respect of Motor Liability,

12. any **Damages** or **Legal Costs** in respect of Watercraft Liability,

13. any **Damages** or **Legal Costs** arising out of **Your** dishonest, fraudulent or malicious act or acts of physical assault or seduction committed by **You** or **Any Person** acting on **Your** order,

14. any **Damages** or **Legal Costs** in connection with the payment of any fine, penalty, multiple, punitive or exemplary damages or arising out of liquidated damages clauses, penalty clauses or performance warranties.

15. any **Damages** or **Legal Costs** in connection with the payment of any debt,

16. any **Damages** or **Legal Costs** in connection with **Your** failure to pay maintenance or alimony or any amounts following a breach of promise,

17. any **Damages** or **Legal Costs** arising out of the purchase, sale, barter or exchange of any property, movable or immovable or **Your** failure to comply with any obligations in relation thereto,

18. any first amount payable by **You** of any claim inclusive of any claim arising from the suspension or termination of the employment of **Your Domestic Employee.**

19. any liability resulting from the processing of personal information and any exposure which should be insured under a Cyber liability policy.

20. any loss or damage directly or indirectly occasioned by or through or in consequence of any peril / event or circumstance referred to in the General Exclusions of this **Policy.**

21. any **Damages** caused by or linked to exposure to electromagnetic fields or radiation, inclusive of but not limited to chronic low-level exposure (such as but not limited to Wi-Fi, power lines and similar) and acute or industrial exposure (such as strong radiofrequency sources.)

SECTION 29: WATERCRAFT

DEFINITIONS

For the purpose of this **Section** the below mentioned definitions bear reference and apply:

1.	**Accident / Accidental:**	means a fortuitous and unexpected event occurring at an identifiable place and time.
2.	**Bodily Injury:**	means death or physical injury.
3.	**Emergency benefit**	means costs and / or expenses incurred due to accident and / or unforeseen circumstances not otherwise excluded. The Emergency Benefit does not fall within the ambit of a medical scheme, nor is the cover the same as that of a medical scheme. At no stage will the cover substitute or assume to substitute medical aid membership. Further noted that where We agree to pay such costs, that these will not be a Lump Sum payment and any benefit hereunder will only be paid once We have received satisfactory evidence to support any claim made under this benefit.
4.	**Lump Sum**	means the single once off payment of a sum of money which is paid as a benefit that has not resulted in a Loss of Income and which cannot be quantified by evidence of the Loss of Income suffered.
5.	**Loss of Income**	means that an actual financial loss has been suffered through payment of expenses / costs which have been borne in terms of the Emergency Benefit insured hereby and which can be evidenced by receipt validating such payment in conjunction with an official documented invoice / statement for such costs / charges incurred.
6.	**Territorial Limits Watercraft**	means the Republic of South Africa, Namibia, Mozambique, Lesotho, Botswana, Kingdom of Eswatini, Zimbabwe, Malawi, Zambia and within 20 km range of the shores of the Republic of South Africa, Namibia and Mozambique.
7.	**Watercraft**	means the hull not exceeding 6 (six) meters in length, inboard motors and all other fittings and or accessories which are normally sold with the Watercraft, inclusive of the trailer, but excluding Crew's clothing provided by the owner, sextants, nautical books, oilskins, ski boots and yachting clothing and any other additional or special equipment unless described in the **Schedule**.

COVER PROVIDED

We will indemnify **You** up to the **Sum Insured** shown in the **Schedule** for **Accidental**, sudden and unforeseen physical loss / damage to the **Watercraft** whilst:

1. afloat at sea, in ports and rivers or on inland waters inclusive of docking, undocking, launching and hauling out and whilst being towed or towing water-skiers or **Watercraft** in distress, provided that such towage or salvage service is not undertaken in terms of a contract previously arranged by, or on behalf of, **You** or any other party,

2. in transit by road, rail, sea or air, inclusive of loading or unloading, provided that the hull of the insured **Watercraft** does not exceed 6 meters in overall length,

3. ashore, inclusive of dry-docking and at the premises of contractors for the purposes of overhauling, fitting out, upkeep, repair or survey and which loss or damage is directly caused by external accidental and fortuitous means,

4. stress of weather, stranding, sinking or collision,

5. bursting of boilers, breakage of shafts and loss or damage caused by the negligence of any person whatsoever but excluding the cost of making good any defect as a result of either negligence or breach of contract for any repair or alteration work carried out for **You**r account or for maintenance,

6. fire, lightning and explosion,

7. earthquake or volcanic eruption,

8. storm, tempest or flood,

9. malicious damage, piracy,

10. theft or attempted theft of:

10.1. **Your** entire **Watercraft** and / or its boat,

10.2. machinery and / or the fittings and / or equipment and / or outboard motor (only if outboard motors are shown in the **Schedule**) of **Your Watercraft** and/or of the boat of **Your** insured **Watercraft**, provided there is physical damage that **We** can see which was caused by the theft from:

10.2.1. unattended **Watercrafts**, motor or other vehicles,

10.2.2. residential outbuildings not directly communicating with any private dwelling,

10.2.3. any other safe and secured place of storage,

10.2.4. outboard motors whilst attached to the **Watercraft** provided that such outboard motor is securely locked to the **Watercraft** or its boat by an anti-theft device in addition to the normal method of attachment,

10.2.5. dropping off or falling overboard of the **Watercraft** outboard motor provided it is securely fastened to the insured **Watercraft** by a chain or other safety device in addition to the normal method or attachment,

10.2.6. impact by aircraft and other aerial devices or articles dropped therefrom.

SPECIFIC CONDITIONS

1. DESCRIPTION OF USE

We will not indemnify **You** for any accident, **Bodily Injury**, loss, damage, liability, costs or expenses caused, sustained or incurred while the **Watercraft** is being used for any other purpose than in accordance with the following description of use clause.

1.1. **Description of Use Clause:**

1.1.1. Use for social, domestic, pleasure and private purposes only.

Excluding:

1. use in connection with any business or trade or profession or whilst the **Watercraft** or insured property is let out on hire, charter or lent,

2. used for racing or speed tests or any trials in connection therewith, used as a houseboat.

2. UNAVAILABLE PARTS

If any part, accessory or fitment needed to repair or replace damage to the **Watercraft** is not available in South Africa as a standard (ready-manufactured) article, **Our** liability will be met by payment of an amount equalling the value of such part at the time of the loss or damage, but only up to the manufacturers list price and the **Watercraft** must be the subject of a valid claim.

This amount is inclusive of the reasonable cost to transport the part by any means of conveyance other than by air.

3. CREDIT AGREEMENT

If, to **Our** knowledge, the insured **Watercraft** is the subject of a credit, or similar agreement, at the time of the loss, then **We** will be entitled to apply any amount payable to first discharge the debt under the agreement and will pay the title holder up to the outstanding amount only, in accordancewith the agreement.

The total amount payable by **Us** will not exceed the **Sum Insured** shown in the **Schedule**, less any first amount payable.

4. BASIS OF INDEMNITY

We will settle a claim by repairing or replacing or paying cash, or a combination of the three.

4.1. REPAIRS AND TENDERS

4.1.1. **We** may decide on the port or place to which **Your Watercraft** will proceed for docking repairs provided that, **We** will refund any additional expense of the voyage arising from compliance with **Our** requirements to **You**.

4.1.2. **We** may vet the place of repairs or repairs required to **Your Watercraft** and may also take tenders or may require tenders to be taken for the repairs of **Your Watercraft**.

4.2. TOTAL LOSS

4.2.1. If the **Watercraft** is less than 5 years old, **We** will indemnify **You** for the cost to replace the W**atercraft** or part of it with similar new property.

4.2.2. If the **Watercraft** is older than 5 years, **We** will indemnify **You** for the cost to replace the **Watercraft** or part of it up to its reasonable market value. This will be established by obtaining market-value quotations from two qualified **Watercraft** dealers.

4.3. SAILS, PROTECTIVE COVERS, ERECTED TACKLE, OUTBOARD MOTORS, INBOARD MOTORS AND BATTERIES

We will indemnify **You** for sails, protective covers, erected tackle, outboard motors (if such outboard motors have been specified in the **Schedule**), inboard motors and batteries up to the market value thereof.

4.4. LIMIT OF INDEMNITY

We will indemnify **You** up to the maximum amount as shown in the **Schedule**.

5. AVERAGE

This **Section** of the **Policy** is subject to the following Average Condition:

5.1. If the **Watercraft** is less than 5 years old at the time of any loss or damage, and the amount needed to replace the **Watercraft** with a similar new **Watercraft** is more than the insured amount thereon then **We** will pay **You** the amount equal to the **Sum Insured** and **You** will be considered as being **Your** own insurer for the difference between the insured amount and the amount needed to replace the **Watercraft**. **You** will be **Responsible** for the portion over and above the **Sum Insured**. Further provided that, in all instances this condition excludes sails, protective covers, erected tackle, outboard motors, inboard motors and batteries.

5.2. If the **Watercraft** is older than 5 years at the time of any loss or damage, and the amount needed to replace the **Watercraft** with a similar **Watercraft** is more than the insured amount then **You** will be considered as being **Responsible** for a proportional share of the loss or damage. Further provided that, in all instances this condition excludes sails, protective covers, erected tackle, outboard motors, inboard motors and batteries.

5.3. This condition applies separately under this **Section** to each item in the **Schedule**.

6. TERRITORIAL LIMITS WATERCRAFT

All **Watercraft** is limited to the **Territorial Limits Watercraft** .

7. AMOUNT PAYABLE BY YOU

You are liable for the excess amount and/or percentage as shown in the **Schedule** for each and every event. Refer to the **General Condition** headed **Amounts Payable by You**. If the excess is based on a percentage, the percentage will be applied to the amount of the loss or damage that has occurred.

8. SISTER SHIPS

Should the **Watercraft** come into collision with or receive salvage services from another **Watercraft** belonging wholly, or in part to **You**, or under the same management, **You** will have the same rights under this **Section** as **You** would have had were the other **Watercraft** entirely the property of owners not interested in **Your Watercraft**.

9. ASSIGNMENT

No assignment of, or interest in, this **Section** of the **Policy** or in any money which may be or become, payable under this **Section**, will, be recognised by or binding on **Us** unless a dated notice of such assignment or interest signed by **You** and (in the case of subsequent assignment) by the assignor is endorsed on this **Section** and the **Schedule** with such endorsement being produced before payment of any claim or return of premium thereunder, but nothing in the clause will have effect as an arrangement by **Us** to a sale or transfer to new management.

10. LAID UP PERIODS

We do not refund any premium for any period during which **Your Watercraft** may be laid up.

11. DUE DILIGENCE

You warrant that **You** will:

11.1. take all reasonable steps to maintain **Your Watercraft** in a proper state of repair and in a seaworthy condition, and that **You** will forfeit cover if **You** do not,

11.2. at all times exercise all reasonable precautions for the safety of **Your Watercraft**,

11.3. prevent loss, damage and accidents,

11.4. comply with all laws applicable to the ownership, possession and use of the **Watercraft**.

CLAUSES AND EXTENSIONS

1. COSTS TO PREVENT A LOSS CLAUSE

We will indemnify **You** for costs and expenses incurred in minimising or averting a loss which would have resulted in a claim.

2. SALVAGE COSTS CLAUSE

We will indemnify **You** for salvage charges incurred with **Our** written consent, in preventing a loss by any event stated under the cover provided of this **Section**, inclusive of the lifting out, removal or destruction of the wreckage.

3. SUBMERGED OBJECT CLAUSE

We will indemnify **You** for loss or damage caused by collision with a submerged object.

4. INSPECTION OF THE HULL AFTER STRANDING, SINKING OR COLLISION EXTENSION

We will indemnify **You** for the actual inspection costs of the hull of the **Watercraft** for possible damage that may have occurred due to stranding, sinking or collision.

5. STORING, SAFEGUARDING AND REMOVING COSTS EXTENSION

We will indemnify **You** for the actual costs of storage, safeguarding and removal of the **Watercraft** to the nearest repairer after loss or damage which is covered under this **Section**.

6. DELIVERY FOLLOWING REPAIRS EXTENSION

We will indemnify **You** for the actual costs after repairs have been completed, to deliver the **Watercraft** to the address where it is normally kept.

7. RECOVERY COSTS EXTENSION

We will indemnify **You** for the actual recovery costs with **Our** written consent, to recover **Your Watercraft** after theft or hijacking.

8. RE-FLOATING AFTER A LOSS EXTENSION

We will indemnify **You** for the expenses of re-floating after **Your** insured **Watercraft** has been stranded, sunk or in a collision, if reasonably incurred specially for re-floating purposes, even if no damage can be found.

9. EMERGENCY BENEFIT EXTENSION

We will provide an **Emergency Benefit** following **Loss of Income** in the event of **Accidental Bodily Injury** to any person inside or on the **Watercraft**, caused by the sinking or collision of the **Watercraft** with any object, except water.
Our indemnity is limited to the amount shown in the **Schedule / Annexure.**

10. EMERGENCY REPAIRS EXTENSION

We will indemnify **You** for emergency repairs required in order to allow **You** to complete **Your** journey if the **Watercraft** is the subject of a valid claim under this **Section**. However, **You** must obtain an itemised invoice which must be provided to **Us**.

Our indemnity is limited to the amount shown in the **Schedule / Annexure**.

11. EMERGENCY ACCOMMODATION EXTENSION

We will indemnify **You** for emergency accommodation, if **You** cannot complete **Your** journey following loss of or damage caused to the **Watercraft** insured under this **Section**, for up to 2 nights for **You** and any passenger travelling with **You**.
Our indemnity is limited to the amount as shown in the **Schedule / Annexure**.

12. TRAUMA TREATMENT EXTENSION

We will indemnify **You** for **Loss of Income** following trauma treatment after the experience of a hijacking or attempted hijacking of **Your Watercraft**. The trauma treatment must be given by a registered professional counsellor and it must not be possible to recover the expenses from any other insurance or facility.

Our indemnity is limited to the amount shown in the **Schedule / Annexure** .

OPTIONAL EXTENSIONS

1. OUTBOARD MOTORS EXTENSION
We will indemnify **You** for outboard motors forming part of and attaching to the insured **Watercraft** against loss or damage, as shown in the **Schedule**.

Our indemnity is limited to the amounts as shown in the **Schedule**.

2. SPECIFIED ACCESSORIES EXTENSION
(Such as water-skis and electronic equipment)

We will indemnify **You** for accessories forming part of and attaching to the insured **Watercraft** against loss of or damage thereof, as specified in the **Schedule**.

Our indemnity is limited to the amounts as shown in the **Schedule**.

SPECIFIC EXCLUSIONS

We will not indemnify **You** in respect of:

1. any loss of, or damage, directly or indirectly caused by, or through, or contributed to by wear and tear, depreciation from use or occasioned by moth, rodents or vermin, rust, unseaworthiness and consequential loss from any cause whatsoever, refer to the General Exclusion headed Excluded Perils / Risks / Circumstances**,**

2. any loss of, or damage to, or the costs of repairing:

2.1. any mechanical or electrical breakdowns, failures or breakages,

2.2. any motors and electrical machinery and batteries and their connections (excluding the shaft and propeller inclusive of metalling or repairs thereto). Unless caused by:

2.2.1. **Your Watercraft** being stranded, sunk, burnt, on fire, in collision or in contact with any external substances (inclusive of ice but excluding water),

2.2.2. theft of **Your** entire **Watercraft** or theft accompanied by actual forcible, visible and violent breaking into, or out of, **Your Watercraft** or safe and secured place of storage, or theft of the outboard motor securely locked to **Your Watercraft** by an anti-theft device, in addition to its normal method or attachment, or by fire in a place of storage ashore, or whilst **Your** property is being removed from, or placed in, **Your Watercraft**,

2.2.3. explosion, earthquake, impact by aircraft and other aerial devices or articles dropped there from or any contingencies insured,

2.2.4. loss of, or damage to sails and protective covers slit by the wind or blown away whilst set, unless,

2.2.4.1. caused by **Your Watercraft** being stranded, sunk, burnt, on fire or in collision or in contact with any external substance (inclusive of ice but excluding water),
2.2.4.2. in consequence of damage to the spars to which the sails are bent,

3. any damage resulting from scratching or bruising and / or denting and the cost of consequent repainting or re-varnishing, arising during transit or during loading or unloading,

4. any loss or expenditure incurred solely in remedying a fault in design, or in the event of damage resulting from faulty design and giving rise to a claim under the Conditions of this insurance, for any additional expenditure incurred by reason of betterment or alternation in design, or for the cost and expense of replacing or repairing any part condemned solely in consequence of a latent fault or error in design or construction,

5. any boat not permanently marked with the name of **Your Watercraft** (parent **Watercraft**),

6. the excess of any claim as stated on the **Schedule / Annexure**,

7. any loss of, or damage to, the **Watercraft** whilst **Watercraft** is used by **You** or any other person where the alcohol concentration of **You** or such other person exceeds the legal limit as envisaged by the Merchant Shipping Act (No. 57 of 1951) (National Small Vessel Safety) regulations 2007 (as amended or substituted) and the Regulations promulgated thereunder or where **You** or such other person is under the influence of intoxicating liquor or drugs with a narcotic effect,

8. any loss of, or damage to, the **Watercraft** whilst the **Watercraft** is being navigated by any person who is not legally entitled to do so, or any person under the age of 16 ,

9. any loss of, or damage to, the **Watercraft** used in professional Racing unless the **Schedule** is specifically endorsed to the contrary,

10. any loss of, or damage whilst the **Watercraft** is being used for single handed navigation outside South African, Namibia, Botswana and Mozambique Territorial waters,

11. any loss of, or damage to, the **Watercraft** whilst being towed (unless the **Watercraft** is in distress) or whilst towing other watercraft,

12. any loss of or damage as a result of seepage and or pollution,

13. any loss of or damage to property belonging to **You** or leased, hired, lent to **You** or which is in **Your** charge, custody, control or which is held in trust by **You**, or on **Your** behalf, conveyed, or about to be conveyed, in or on the **Watercraft**, except for property belonging to passengers and water-skiers,

14. any loss, damage, costs, expenses or liability of whatsoever nature directly and / or indirectly caused by, or contributed to by, or arising from capture, seizure, arrest, restraint or detainment and the consequences thereof or any attempt thereat,

15. any loss or damage to jet skis or wet bikes in the open or on a trailer if left unattended,

16. any loss or damage caused by cleaning, repairing, restoring or maintenance by any manner or method,

17. any loss or damage to sails and protective covers torn by wind or blown away while being hoisted,

18. any loss or damage due to depreciation in value whether from repairs or otherwise,

19. any loss or damage from or in connection with any exchange, cash or credit sale agreement, inclusive of theft under false pretence, trickery, scam and fraud,

20. any loss or damage if the **Watercraft** is used for any purpose other than the description of use shown in the **Schedule,**

21. any loss or damage if the following items are not adequately protected from water and nature elements that the **Watercraft** is usually exposed to:

21.1. clothing or personal effects,

21.2. gear of any nature,

21.3. sports or recreation equipment,

21.4. safety and medical supplies,

21.5. nautical items not attached to the **Watercraft,**

21.6. electronic and mechanical equipment.

22. any loss or damage directly or indirectly occasioned by or through or in consequence of any peril / event or circumstance referred to in the General Exclusions of this **Policy.**

WATERCRAFT LIABILITY

1. LIMIT OF LIABILITY

We will pay amounts that **You** are legally liable to pay a third party out of one accident or series of accidents due to, or arising out of, each event or occurrence involving indemnity under more than one event, by using the **Watercraft** or the towing of any stranded **Watercraft**.

1.1. **Our** indemnity is limited to the amount stated in the **Schedule / Annexure** and such amount is inclusive of all costs and expenses incurred by **Us** and costs and expenses incurred by **You** with **Our** prior written consent.

For the purpose of the indemnity provided hereby, costs and expenses means:

1.1.1. costs and expense incurred by **You**, by reason of **Your** interest in the **Watercraft**, in connection with official enquiries and inquests,

1.1.2. legal costs incurred in defending any action, or contesting liability, provided that such costs and expenses are incurred with **Our** prior written consent,

1.1.3. all sums for which **You** will become legally liable to pay and will pay in connection with accidents due to or alleged to be due to, first Aid treatment administered or made available by **You** provided always that any liability for wrongful diagnosis is expressly excluded,

1.2. If more than one party is named as the insured in the **Schedule**, then each such party will be deemed to be indemnified in accordance with the indemnity afforded under the heading **Watercraft Liability** as if separate insurance under this **Section** has been issued to each such party and **We** agree to waive all rights of subrogation for which **We** may have or acquire against each such party.

2. PASSENGER LIABILITY

We will pay for amounts that **You** are legally liable to pay for passengers who are transported in or on the **Watercraft**, the amount for which **You** are legally liable for at the time of the event.

Our indemnity is limited to the amount stated in the **Schedule / Annexure** per event.

3. WATER- SKIERS OR PARASAILOR LIABILITY

We will pay for amounts that a water-skier or parasailer is legally liable to pay due to an occurrence which happens or arises while a water-skier or parasailer is being towed by the insured **Watercraft**.

We are not liable for any claim:

1. if other insurance is applicable to the water-skier or parasailer,

2. for the **Accidental Bodily Injury**, or illness of any person which arises from their service to the water-skier or parasailer, and such person is a member of the same household or in the service of the water-skier or parasailer,

3. for property belonging to, or kept in trust by, or under the charge or control of, or in the custody of the water-skier or parasailer, or any member of the same household of the water-skier or parasailer, or any person in the service of the water-skier or parasailer,

4. If the water-skier or parasailer does not comply with the Conditions of this **Policy**.

Our indemnity is limited to the amount stated in the **Schedule / Annexure** per event.

4. LIABILITY TO THIRD PARTIES IF A PERSON OTHER THAN YOU USES THE WATERCRAFT

We will pay for any person (hereinafter referred to as **Such Person**) who is permitted by **You** to navigate **Your Watercraft** for amounts they are legally liable to pay to a third party due to an event which happens or arises from **Such Person** using the **Watercraft** subject to the limits mentioned under the heading **Watercraft Liability**.

This legal liability is subject to the following Conditions:

4.1. **Such Person** must comply with all **Terms and Conditions** of this Section and **Policy** insofar as they apply,

4.2. **Such Person** has used the **Watercraft** with **Your** express permission and is not operating or employed by a yacht or motorboat club, sales agency or similar organisation,

4.3. **Such Person** is not entitled to compensation from any other insurance policy,

4.4. Watercraft insurance has never been refused for **Such Person**, or continuation thereof,

4.5. **Such Person** complies with any law, regulation and legislation, be it National, Provincial or locally applicable and **Such Person** is older than the age of 16,

4.6. **Such Person** is not employed by the operator of a shipyard, repair yard or slipway.

EXTENDED WATERCRAFT LIABILITY

1. COSTS, EXPENSES AND EXTENSION

1.1. **We** will pay for amounts incurred by **You**, by reason of **Your** interest in the **Watercraft**, in connection with official enquiries and inquests for:

1.1.1. any legal costs incurred in defending any action, or contesting liability, provided that such costs and expenses are incurred with **Our** written consent,

1.1.2. all sums for which **You** will become legally liable to pay and will pay in connection with accidents due to or alleged to be due to, First Aid treatment administered or made available by **You**, provided always that any liability for wrongful diagnosis is expressly excluded,

If more than one party is named as the insured in the **Schedule**, then each such party will be deemed to be indemnified in accordance with the indemnity afforded under Liability for **Watercraft** as if separate insurance under this **Section** has been issued to each such party and **We** agree to waive all rights of subrogation which **We** may have or acquire against each such party.

SPECIFIC EXCLUSIONS APPLICABLE TO WATERCRAFT LIABILITY

We will not indemnify **You** in respect of:

1. the excess of any claim as stated on the **Schedule / Annexure**,

2. any liability whilst the **Watercraft** is used by **You** or any other person where the alcohol concentration of **You** or such person exceeds the legal limit as envisaged by the Merchant Shipping Act no 57 of 1951 (National Small Vessel Safety) regulations 2007 (as amended or substituted) and the Regulations promulgated thereunder or where **You** or such person is under the influence of intoxicating liquor or drugs with a narcotic effect,

3. any liability whilst the **Watercraft** is being navigated by any person who is not legally entitled to do so, or any person under the age of 16 years.

4. any liability whilst **Watercraft** is used in professional Racing unless the **Schedule** is specifically endorsed to the contrary,

5. any liability whilst the **Watercraft** is being used for single handed navigation outside South African, Namibia, Mozambique and Botswana Territorial Waters,

6. any liability whilst the **Watercraft** is being towed or whilst towing other watercraft,

7. any **Bodily Injury** to or illness of:

7.1. any person being a member of the same household as **You** or any person being a member of **Your** family,

7.2. any workmen or any person employed by **You** in any capacity whatsoever arising out of, and in the course of, such employment.

8. any loss of or damage to property:

8.1. belonging to **You** or leased, hired, lent to **You** or in **Your** charge, custody, control or held in trust by **You**, or on **Your** behalf, conveyed, or about to be conveyed, in or on the watercraft, except for property belonging to passengers and water-skiers and parasailers,

8.2. claims for compensation for fare paying passengers,

8.3. any liability assumed by **You** by agreement unless such liability would have attached to **You** regardless of such agreement,

8.4. any advice or treatment, other than first aid treatment, given or administered by **You** or by any person acting on **Your** behalf,

8.5. accidents arising whilst **Your Watercraft** is in transit by road, or attached to a motor vehicle, or has broken away or become accidentally detached from a vehicle, inclusive of any liability which is the subject of indemnity under any form of vehicle insurance (whether such insurance falls within the scope of any compulsory motor vehicle insurance legislation applicable to the **Territorial Limits** regardless that no such insurance is in force or has been effected).

9. any legal costs and expenses incurred after the date **We** have settled or offered to settle any claim by a third party:

9.1. up to the limit of this **Section,** or

9.2. for any amounts **We** believe will settle the third-party claim,

10. any costs or expenses due to claims recoverable from any other **Section** of this **Policy** or from any other policy whether **You** have claimed or not,

11. any liability as a result of the **Watercraft** being unseaworthy (meaning it cannot be used safely on water),

12. If the **Watercraft** is used for any purpose other than the description of use shown in the **Schedule**,

13. any liability of whatsoever nature directly and / or indirectly caused by, or contributed to by, or arising from capture, seizure, arrest, restraint or detainment and the consequences thereof or any attempt thereat.

SASRIA

IMPORTANT NOTE: The terms and conditions forming part of the SASRIA Policy Wordings must be considered separately and read independently from **Our Policy**. The inclusion of the SASRIA Policy Wording is solely for convenience and reference purposes. No terms or expressions from **Our Policy** must be used to interpret SASRIA cover, and vice versa.

SASRIA cover will only apply where premium is received for the SASRIA cover as is applicable. If any dispute should arise between what is contained in this **Policy** versus any SASRIA Policy Wording that is available on the SASRIA website, the SASRIA policy on the website will prevail. | www.sasria.co.za

MATERIAL DAMAGE

Sasria provides short-term insurance cover against special risks that the broader insurance industry does not cover. Examples of these special risks are civil commotion, strike, riot, public disorder and terrorism.
This document is the legal and official version of your Sasria policy wording. The laws of South Africa govern this policy.
Your contract with Sasria comprises:

- the policy wording (this document);
- the Sasria policy schedule;
- any information that you, or someone acting on your behalf, supply to us; and
- any amendment to the policy.

Please read the wording carefully to make sure that you understand what your policy covers. You must always read the wording together with the Sasria schedule.

We look forward to being of service to you.

HOW TO REACH US

011 214 0800 or 086 172 7742 | contactus@sasria.co.za | www.sasria.co.za

GENERAL TERMS AND CONDITIONS

HOW YOU SHOULD READ THIS DOCUMENT

"We", **"our"** or **"us"** in the wording refers to Sasria SOC Ltd. **"You"** or **"your"** in the wording refers to the policyholder.

Words in the singular include the plural. Words in the masculine gender (he) include the feminine gender (she).

YOUR SASRIA POLICY AND THE UNDERLYING POLICY
You must have an underlying policy in force

To be insured against the special risks mentioned above, you must have an underlying policy contract in force that includes Sasria cover at the time of the event that gives rise to a loss. If you choose to only take out Sasria cover, there must be a pro forma underlying policy as a formality. The pro forma policy can be issued by any underlying insurer. The underlying insurer must give you Sasria cover regardless of your risk profile.

Sasria policies attach to the underlying policy or they are stand-alone:

- **Attached policies** incorporate the terms, conditions and warranties of the underlying policy with some exceptions (see the next subsection).

- **Stand-alone policies** have their own terms and conditions that are listed in the relevant policy wording.

Policies that attach to the underlying policy	Stand-alone policies
Material Damage (Fire)	Motor
Contract Works	Business Interruption (Standing Charges, Working Expenses Loss of net profit, Loss of gross profit, Project Delay)

Policies that attach to the underlying policy

For these policies, the terms, conditions, exclusions and warranties of the underlying policy also apply to the Sasria policy **except for those listed below**:

Your Sasria policy covers civil commotion, riot, strike, lockout, public disorder, rebellion and revolution and terrorism.

Your Sasria policy does not cover war and war-related activities
In each policy, see **What we cover** and **What we don't cover** for the details.

Extensions

Sasria special risk cover only applies to the basic cover of the underlying policy. It does not apply to any additional perils and extensions included in the underlying policy, whether optional or not. Sasria covers its own list of extensions at an additional premium. You will find the list of extensions under the Fire Extensions. Contact us if you want Sasria cover for any of these extensions.

Excess

For Material Damage (Fire), there is no excess payable if you claim under your Sasria policy.

For Contract Works, the following excess is payable:

For loss or damage to contract works and materials, the excess or first amount payable is calculated as 0,1% of the value of the specific contract for which a claim is made.

The following minimum and maximum amounts apply:

Minimum excess (first amount payable)
- R250 (Domestic risks)
- R2 500 (All other risks)

Maximum excess (first amount payable)

- R25 000

For loss or damage to a construction plant, the excess is R1 000 for each loss or damage arising from any one insured event.

Premium

Any adjustment of the premium clause or condition in the underlying policy will not automatically apply to your Sasria policy.
Period of insurance

The period of insurance of your Sasria policy is the same as the period of insurance of the underlying policy.

Sasria and the underlying insurer must sign your schedule

For your Sasria contract to be valid, the Sasria schedule must bear the signatures of a director of Sasria and the underlying insurer.

CANCELLATION
Only you have the option to cancel Sasria cover; Sasria will never cancel your cover.
If an underlying policy is cancelled, it does not automatically result in cancellation of your Sasria cover. The underlying insurer must give you the option to keep your Sasria cover except if the cancellation was due to non-payment. If you choose to keep your Sasria cover, the underlying insurer will issue a pro forma policy to which your Sasria policy will attach.

OUR RIGHTS

To review rates and premiums

We reserve the right to review the terms and conditions of a policy, including rates and premiums, in line with all applicable laws (e.g. the Policyholder Protection Rules). Where necessary, some or all classes of business rates and premiums may be reviewed with reference to trends, expectations and assumptions, including but not limited to the following:

a) Documented trend of poor performance on class or classes of business over the last three (3- to five (5) years;
b) Reasonably balancing the interests of Sasria SOC Ltd and its policyholders' expectations; and
c) The extent to which the assumptions on which the premium was based have been met.

In accordance with the law, we will duly notify the policyholder in writing, through our distribution channels, of the details of the pending review; the effective date of the review; the reasons for the review; the implication of the review; the policyholder's rights and obligations regarding the review, including any cooling-off rights offered and procedures applicable for the exercise thereof; and any other relevant details.

Each policyholder will be given a reasonable notice period to make an informed decision as to whether the policy continues to meet the policyholder's requirements as a result of the reviewed terms and conditions.

To take possession of damaged property

When you claim under this policy, you agree that we, and any person authorised by us, have the right to enter the damaged property, or take possession of it, and deal with it in any reasonable manner. This right does not imply that we accept liability for the claim. It also does not diminish our right to apply any condition of this policy.

You remain responsible for all damaged property until it is in our possession.

To take legal action on your behalf

If we have compensated you for loss or damage, we have the right to recover our costs from the responsible third-party. We have the right to take legal action on your behalf to defend or settle any third-party claim. You agree that we may conduct the legal proceedings to our full discretion.

You must cooperate fully with us. Specifically, you agree to:

- do nothing that will prejudice or limit our rights;
- give us all information and documents we require;
- sign any document or affidavit that we request to enable us to exercise our rights;
- attend depositions, hearings, trials and give evidence as necessary; and
- make no admission, offer, promise, payment or statement about Sasria's liability without our written consent.

Transfer of rights

Only you have the right to claim against us under this policy. This right may only be transferred to another person or entity if you should die or if the law orders it.

SHARING INFORMATION

By entering into a contract with Sasria, you waive your right to privacy and agree that we may disclose to any other insurance company any relevant information that you, or someone else on your behalf, has provided to us.

YOUR RESPONSIBILITIES

To be covered

To be covered under your Sasria policy:

1. The underlying policy must have been valid and active on the date of the insured event for which you claim;
2. The Sasria premium payments must be up to date and we must have received all such payments; and
3. You must, for attached policies, comply with the terms and conditions of your Sasria policy and those of the underlying policy (with the exceptions described above under **Policies that attach to the underlying policies**). For stand-alone policies, you must comply with the terms and conditions of your Sasria policy.

Pay the premium in advance

Your Sasria premium is payable in advance per month or per year. If the period of insurance is more than one month, but less than 12 months, the full annual premium will be payable in advance.

If we do not receive your premium by the due date, we will consider this policy to have lapsed at 24:00 (midnight) of the last day of the previous period of insurance, unless you can prove that the failure to pay was an error on the part of our agent or your broker.

Take all reasonable precautions

You must take all reasonable action to prevent loss or damage.

Do not withhold information or commit fraud

It is your responsibility to make sure that you give us all relevant information and that this information is complete, correct, and remains correct. If you withhold any information, or give us false or incorrect information, we may refuse to pay your claim.

We have the right to verify or investigate any information that you submit.

We have the right to reject a claim if you, or any person representing you, commit fraud in terms of this Sasria policy. If we refuse to pay your claim because of fraud or attempted fraud, we will not refund premiums already paid and may start legal proceedings against the defrauding party.

You commit fraud if you, or anyone on your behalf:

- submit a false or dishonest claim under this policy;
- use false or dishonest means or false information to benefit from the cover that we provide; or
- deliberately cause an insured event. For example, if you should deliberately cause a fire or add fuel to it.

COMPENSATION

How we compensate you

If you have a valid claim, we will compensate you for the lost or damaged property by making a payment to you, or by repairing, replacing or reinstating the damaged property.

Who gets the compensation?

If we accept liability, we compensate the policyholder, or his beneficiary in the event of his death, except in the following cases:

1. If the lost or damaged property is still under finance, we will pay the financial institution first.
2. If the lost or damaged property has been sold to you, but the seller still has an insurable interest in the property, we will compensate the seller proportionally if you write to us and request us to do so.

If the compensation that settles the claim is accepted, we will have no further liability regarding the claim.

Policy limits
The limits of compensation are detailed in the respective policies.

Agreed value
If the property is leased, rented or hired under an agreement that requires the insured to insure the property and/or be responsible for it at an agreed value, the sum insured will be the stipulated agreed value.

COUNTRIES WHERE YOU ARE COVERED

This policy covers only property situated in the Republic of South Africa or in the territorial waters of South Africa. The 1982 United Nations Convention on the Law of the Sea defines territorial waters as "a belt of coastal waters extending 12 nautical miles (22.2 km) from the baseline (usually the mean low-water mark) into the sea".
Sasria has an agreement with the Namibian special risk insurance association (NASRIA). In terms of this agreement, you have Sasria cover in Namibia for a maximum of sixty (60) consecutive days.

DISPUTES

If a dispute arises as to the compensation payable, or the liability of Sasria, we will refer the matter for arbitration in terms of the arbitration laws in force at that time in the Republic of South Africa, at a place that we will determine.
You will not have the right to take legal action against Sasria until the arbiter has made a decision. The decision of the arbiter will be final and binding.

AMENDMENT

You, or Sasria, may amend this policy, but no amendment to this policy will be valid unless a director of Sasria has signed the amendment.

How To Claim

WHAT TO DO AFTER AN INSURED EVENT

1. Contact your underlying insurer. The underlying insurer will let you know if you have a special risk claim and will handle the Sasria claim on your behalf.
2. Report the incident to the police within 48 hours and get a case number.
3. Do not make any offer or promise or admit responsibility.
4. Do not leave any damaged property without supervision, if possible.

You must claim, or notify us of the intention to claim, under this policy within thirty (30) days of the date of the insured event.

If we receive your claim or notification more than twelve (12) months after the date of the insured event, we will not consider liability, unless the claim is the subject of pending legal action or if the underlying insurer has not yet completed the final assessment of the loss. It is your responsibility to notify Sasria immediately of a pending legal action or delay in the final assessment.

SUPPORTING DOCUMENTS

For all claims, we will request supporting documents or information. Your underlying insurer will send you a list of all the required documents.

MATERIAL DAMAGE (FIRE)

Material damage (Fire) attaches to the underlying policy. Please see the general terms and conditions above for an explanation of attached policies.

IMPORTANT WORDS AND PHRASES

Word or phrase	Defined meaning
Civil commotion	Large-scale violence by members of the public, causing injury to people or damage to property
Consequential loss	Loss or damage that is not directly caused by an insured risk, but which is an indirect consequence or result of the insured risk.
Labour disturbance	In the case of Slabbert Burger vs Sasria, disturbance in a labour context was defined as “an overt disturbance of the public peace in defiance of authority, leading to physical damage”. Sasria will only consider a claim for loss or damage as a result of a labour disturbance if all four of the following elements are present: • A disturbance of the public peace; • Which happens openly, or which is clear upon observing; • In disobedience of authority; and • Which leads to physical loss or damage.
Lockout	According to section 213 of the Labour Relations Act (66 of 1995), a lockout means “the exclusion by an employer of employees from the employer’s workplace, for the purpose of compelling the employees to accept a demand in respect of any matter of mutual interest between employer and employee, whether or not the employer breaches those

	employees' contracts of employment in the course of or for the purpose of that exclusion". This definition may be amended by South African law from time to time.
Looting	To steal goods, typically during a riot, strike or civil commotion. Looting must take place during an event that Sasria covers. Sasria does not cover theft.
Policyholder	The person(s) or juristic entity in whose name the policy is issued. A policyholder could be: • A holding company and all its subsidiaries (as set out in the Companies Act, 61 of 1973); or • A subsidiary of the holding company; or • An entity other than a company; or • A person or persons
Public disorder	A riot or other civil commotion that gives rise to a serious risk to public safety, whether at a single location or resulting from a series of incidents in the same or different locations.
Riot	In terms of case law, riot means the tumultuous disturbance of public peace by an assembly of three or more persons acting together in the execution of some private objective. Sasria will only consider a claim for loss or damage as a result of a riot, if all four of the following elements are present: • Three or more persons who have assembled with the same objective, • A tumultuous disturbance of the public peace, • Which leads to strife, violence or threats of violence; and • Physical loss or damage. In terms of this definition, Sasria does not consider the violent acts of three or more people who have different objectives as a riot.
Strike	According to section 213 of the Labour Relations Act (66 of 1995), a strike means "the partial or complete concerted refusal to work, or the retardation or obstruction of work, by persons who are or have been employed by the same employer or by different employers, for the purpose of remedying a grievance or resolving a dispute in respect of any matter of mutual interest between employer and employee, and every reference to 'work' in this definition includes overtime work, whether it is voluntary or compulsory". This definition may be amended by South African law from time to time.
Terrorism	The unlawful use of violence and intimidation, especially against civilians, in the pursuit of political aims. Please note that Sasria cover does not extend beyond the borders of South Africa. In other words, if terrorism happens outside the borders of South Africa, Sasria does not cover that. Furthermore, Sasria does not cover consequential loss emanating from any acts of terrorism.

WHO DO WE COVER?

In the Material Damage policy, Sasria covers the policyholder.

WHAT WE COVER

Sasria will compensate you for the loss of, or damage to, property insured in the underlying policy, if that loss or damage is directly related to, or caused by:

1. Any riot, strike or public disorder or any act or activity which is calculated or directed to bring about a riot, strike or public disorder,
2. 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;
3. 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;
4. Any attempt to perform any act referred to in clauses 1, 2 and 3 above;
5. The act of any lawfully established authority in controlling, preventing, suppressing or, in any other way, dealing with any act or attempted act referred to in clauses 1, 2, 3 or 4 above;
6. Looting committed as part of the acts described in 1, 2, 3, 4 or 5 above.

WHAT WE DON'T COVER

Sasria does not compensate you for:

1. Any form of consequential or indirect loss or damage, other than the loss of rent. We will only cover loss of rent if the underlying policy specifically insures it, and only until the insured building is again suitable to be rented out or occupied;
2. Consequential loss or damage resulting from stopping work, totally or partially, or from delaying, interrupting or stopping any process or operation;
3. Loss or damage resulting from a lawful authority confiscating, commandeering or requisitioning insured property, permanently or temporarily, or any attempt to do so;
4. Loss or damage, in any way caused by, or contributed to, an act of terrorism that uses, or threatens to use, any nuclear weapon or device, or any chemical or biological agent;
5. Loss or damage, in any way caused by, or contributed to, war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, 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 a state of siege;
6. Any attempt to perform any act referred to in clauses 4 and 5 above;
7. The act of any lawfully established authority in controlling, preventing, suppressing or, in any other way, dealing with any act or attempted act referred to in clause 4 and 5 above;
8. 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 l976) or any similar Act operative in South African territory to which this policy applies;
9. Loss or damage caused by prevention of access (for example, deterioration of stock or perishables);
10. Loss or damage for which you are liable in terms of a contract, unless you would have been liable for the damage in the absence of the contract;
11. Loss or damage caused directly or indirectly by a nuclear event. A nuclear event is an incident or accident involving the release of radioactive material with negative health and environmental effects.

If we reject a claim by reason of exclusion 5 or 8, you will have to prove that the loss or damage was not related to exclusion 5 or 8.

CONDITIONS

If an insured building or structure is destroyed and Sasria has accepted liability for your claim, you may replace the destroyed building with an equivalent building at another site. Our liability will be limited to the cost of reinstating the destroyed building or structure at the original site.

COMPENSATION

The limit of compensation for the period of insurance is R500 million (excluding VAT), even if the sum insured exceeds R500 million (excluding VAT). Sasria allows for the reinstatement of cover if the limit of compensation has been exhausted during the period of insurance. An additional premium will be charged for reinstated cover for the remainder of the period of insurance.
Sasria will base compensation for a single lost or damaged item, or for all the lost or damaged items together, on the sum insured, even if there is a Basis of Loss Settlement clause in the underlying policy.

BUSINESS INTERRUPTION

Sasria provides short-term insurance cover against special risks that the broader insurance industry does not cover. Examples of these special risks are civil commotion, strike, riot, public disorder and terrorism.
This document is the legal and official version of your Sasria policy wording. The laws of South Africa govern this policy.
Your contract with Sasria comprises:

- the policy wording (this document),
- the Sasria policy schedule,
- any information that you, or someone acting on your behalf, supply to us, and
- any amendment to the policy.

Please read the wording carefully to make sure that you understand what your policy covers. You must always read the wording together with the Sasria schedule.

We look forward to being of service to you.

HOW TO REACH US

011 214 0800 or 086 172 7742 | contactus@sasria.co.za | www.sasria.co.za

GENERAL TERMS AND CONDITIONS

HOW YOU SHOULD READ THIS DOCUMENT

"We", **"our"** or **"us"** in the wording refers to Sasria SOC Ltd. **"You"** or **"your"** in the wording refers to the policyholder.
Words in the singular include the plural. Words in the masculine gender (he) include the feminine gender (she).

YOUR SASRIA POLICY AND THE UNDERLYING POLICY

You must have an underlying policy in force

To be insured against the special risks mentioned above, you must have an underlying policy contract in force that includes Sasria cover at the time of the event that gives rise to a loss. If you choose to only take out Sasria cover, there must be a pro forma underlying policy as a formality. The pro forma policy can be issued by any underlying insurer. The underlying insurer must give you Sasria cover regardless of your risk profile.

Sasria policies attach to the underlying policy or they are stand-alone:

- **Attached policies** incorporate the terms, conditions and warranties of the underlying policy with some exceptions (see the next subsection).
- **Stand-alone policies** have their own terms and conditions that are listed in the relevant policy wording.

Policies that attach to the underlying policy	Stand-alone policies
Material Damage (Fire)	Motor
Contract Works	Business Interruption (Standing Charges, Working Expenses Loss of net profit, Loss of gross profit, Project Delay)

Policies that attach to the underlying policy

For these policies, the terms, conditions, exclusions and warranties of the underlying policy also apply to the Sasria policy **except for those listed below**:

Standard S.A.I.A. Exceptions

The general exclusions of underlying policies typically include the Standard S.A.I.A. Exceptions. Your Sasria policy covers some of the S.A.I.A. Exceptions, but not all of them.

Your Sasria policy covers civil commotion, riot, strike, lockout, public disorder, rebellion and revolution and terrorism (S.A.I.A. Exceptions A(i), A(iii)(b), A(iv), A(v), A(vi) and A(vii) to the extent that A(vii) refers to A(i), A(iii)(b), A(iv), A(v) and A(vi) and C).

Your Sasria policy does not cover war and war-related activities (S.A.I.A. Exceptions A(ii), A(iii)(a) and A(vii) to the extent that A(vii) refers to A(ii) and A(iii)(a) and B).

In each policy, see **What we cover** and **What we don't cover** for the details.
If the numbering in your underlying policy does not correspond with the numbering of the Standard S.A.I.A. Exceptions, you must refer to the corresponding contents.

Extensions
Sasria special risk cover only applies to the basic cover of the underlying policy. It does not apply to any additional perils and extensions included in the underlying policy, whether optional or not. Sasria covers its own list of extensions at an additional premium. You will find the list of extensions under the Business Interruption Section. Contact us if you want Sasria cover for any of these extensions.

Excess

For Material Damage (Fire), there is no excess payable if you claim under your Sasria policy.
For Contract Works, the following excess is payable:
For loss or damage to contract works and materials, the excess or first amount payable is calculated as 0,1% of the value of the specific contract for which a claim is made.

The following minimum and maximum amounts apply:

Minimum excess (first amount payable)
- R250 (Domestic risks)
- R2 500 (All other risks)

Maximum excess (first amount payable)

- R25 000

For loss or damage to a construction plant, the excess is R1 000 for each loss or damage arising from any one insured event.

Premium
Any adjustment of the premium clause or condition in the underlying policy will not automatically apply to your Sasria policy.

Period of insurance
The period of insurance of your Sasria policy is the same as the period of insurance of the underlying policy.

Sasria and the underlying insurer must sign your schedule
For your Sasria contract to be valid, the Sasria schedule must bear the signatures of a director of Sasria and the underlying insurer.

CANCELLATION

Only you have the option to cancel Sasria cover; Sasria will never cancel your cover.
If an underlying policy is cancelled, it does not automatically result in cancellation of your Sasria cover. The underlying insurer must give you the option to keep your Sasria cover except if the cancellation was due to non-payment. If you choose to keep your Sasria cover, the underlying insurer will issue a pro forma policy to which your Sasria policy will attach.

OUR RIGHTS

To review rates and premiums
We reserve the right to review the terms and conditions of a policy, including rates and premiums, in line with all applicable laws (e.g. the Policyholder Protection Rules). Where necessary, some or all classes of business rates and premiums may be reviewed with reference to trends, expectations and assumptions, including but not limited to the following:

a) Documented trend of poor performance on class or classes of business over the last three (3) - to five (5) years,

b) Reasonably balancing the interests of Sasria SOC Ltd and its policyholders' expectations, and

c) The extent to which the assumptions on which the premium was based have been met.

In accordance with the law, we will duly notify the policyholder in writing, through our distribution channels, of the details of the pending review; the effective date of the review; the reasons for the review; the implication of the review; the policyholder's rights and obligations regarding the review, including any cooling-off rights offered and procedures applicable for the exercise thereof; and any other relevant details.

Each policyholder will be given a reasonable notice period to make an informed decision as to whether the policy continues to meet the policyholder's requirements as a result of the reviewed terms and conditions.

To take possession of damaged property

When you claim under this policy, you agree that we, and any person authorised by us, have the right to enter the damaged property, or take possession of it, and deal with it in any reasonable manner. This right does not imply that we accept liability for the claim. It also does not diminish our right to apply any condition of this policy.
You remain responsible for all damaged property until it is in our possession.

To take legal action on your behalf

If we have compensated you for loss or damage, we have the right to recover our costs from the responsible third-party. We have the right to take legal action on your behalf to defend or settle any third-party claim. You agree that we may conduct the legal proceedings to our full discretion.
You must cooperate fully with us. Specifically, you agree to:

- do nothing that will prejudice or limit our rights,
- give us all information and documents we require,
- sign any document or affidavit that we request to enable us to exercise our rights,
- attend depositions, hearings, trials and give evidence as necessary, and
- make no admission, offer, promise, payment or statement about Sasria's liability without our written consent.

Transfer of rights

Only you have the right to claim against us under this policy. This right may only be transferred to another person or entity if you should die or if the law orders it.

SHARING INFORMATION

By entering into a contract with Sasria, you waive your right to privacy and agree that we may disclose to any other insurance company any relevant information that you, or someone else on your behalf, has provided to us.

YOUR RESPONSIBILITIES

To be covered

To be covered under your Sasria policy:

1. The underlying policy must have been valid and active on the date of the insured event for which you claim,
2. The Sasria premium payments must be up to date and we must have received all such payments, and
3. You must, for attached policies, comply with the terms and conditions of your Sasria policy and those of the underlying policy (with the exceptions described above under Policies that attach to the underlying policies). For stand-alone policies, you must comply with the terms and conditions of your Sasria policy.

Pay the premium in advance
Your Sasria premium is payable in advance per month or per year. If the period of insurance is more than one month, but less than 12 months, the full annual premium will be payable in advance.

If we do not receive your premium by the due date, we will consider this policy to have lapsed at 24:00 (midnight) of the last day of the previous period of insurance, unless you can prove that the failure to pay was an error on the part of our agent or your broker.

Take all reasonable precautions
You must take all reasonable action to prevent loss or damage.

Do not withhold information or commit fraud
It is your responsibility to make sure that you give us all relevant information and that this information is complete, correct, and remains correct. If you withhold any information, or give us false or incorrect information, we may refuse to pay your claim.

We have the right to verify or investigate any information that you submit.

We have the right to reject a claim if you, or any person representing you, commit fraud in terms of this Sasria policy. If we refuse to pay your claim because of fraud or attempted fraud, we will not refund premiums already paid and may start legal proceedings against the defrauding party.

You commit fraud if you, or anyone on your behalf:

- submit a false or dishonest claim under this policy,
- use false or dishonest means or false information to benefit from the cover that we provide, or
- deliberately cause an insured event. For example, if you should deliberately cause a fire or add fuel to it.

COMPENSATION

How we compensate you
If you have a valid claim, we will compensate you for the lost or damaged property by making a payment to you, or by repairing, replacing or reinstating the damaged property.

Who gets the compensation?
If we accept liability, we compensate the policyholder, or his beneficiary in the event of his death, except in the following cases:

1. If the lost or damaged property is still under finance, we will pay the financial institution first.

2. If the lost or damaged property has been sold to you, but the seller still has an insurable interest in the property, we will compensate the seller proportionally if you write to us and request us to do so.

If the compensation that settles the claim is accepted, we will have no further liability regarding the claim.

Policy limits
The limits of compensation are detailed in the respective policies.

Agreed value
If the property is leased, rented or hired under an agreement that requires the insured to insure the property and/or be responsible for it at an agreed value, the sum insured will be the stipulated agreed value.

COUNTRIES WHERE YOU ARE COVERED

This policy covers only property situated in the Republic of South Africa or in the territorial waters of South Africa. The 1982 United Nations Convention on the Law of the Sea defines territorial waters as "a belt of coastal waters extending 12 nautical miles (22.2 km) from the baseline (usually the mean low-water mark) into the sea".
Sasria has an agreement with the Namibian special risk insurance association (Nasria). In terms of this agreement, you have Sasria cover in Namibia for a maximum of sixty (60) consecutive days.

DISPUTES

If a dispute arises as to the compensation payable, or the liability of Sasria, we will refer the matter for arbitration in terms of the arbitration laws in force at that time in the Republic of South Africa, at a place that we will determine.
You will not have the right to take legal action against Sasria until the arbiter has made a decision.
The decision of the arbiter will be final and binding.

AMENDMENT

You, or Sasria, may amend this policy, but no amendment to this policy will be valid unless a director of Sasria has signed the amendment.

How to claim

What to do in the event of a business interruption.

You must notify the underlying insurer in writing that you intend to claim for business interruption under this policy. You must submit the claim to the underlying insurer not later than 30 days after the end of the indemnity period unless we have agreed otherwise. (See the definition of indemnity period below.)
You must also provide us with details of all other insurance covering the loss or damage.

SUPPORTING DOCUMENTS

We may ask you to submit financial evidence to support your claim. Your underlying insurer will send you a list of all the required documents. The documents must be certified by your auditors or accountants and will be used to verify your claim.

IMPORTANT WORDS AND PHRASES

Word or phrase	Defined meaning
Civil commotion	Large-scale violence by members of the public, causing injury to people or damage to property
Consequential loss	Loss or damage that is not directly caused by an insured risk, but which is an indirect consequence or result of the insured risk.
Labour disturbance	In the case of Slabbert Burger vs Sasria, disturbance in a labour context was defined as "an overt disturbance of the public peace in defiance of authority, leading to physical damage". Sasria will only consider a claim for loss or damage as a result of a labour disturbance if all four of the following elements are present: • A disturbance of the public peace; • Which happens openly, or which is clear upon observing; • In disobedience of authority; and • Which leads to physical loss or damage.
Lockout	According to section 213 of the Labour Relations Act (66 of 1995), a lockout means "the exclusion by an employer of employees from the employer's workplace, for the purpose of compelling the employees to accept a demand in respect of any matter of mutual interest between employer and employee, whether or not the employer breaches those employees' contracts of employment in the course of or for the purpose of that exclusion". This definition may be amended by South African law from time to time.
Looting	To steal goods, typically during a riot, strike or civil commotion. Looting must take place during an event that Sasria covers. Sasria does not cover theft.
Policyholder	The person(s) or juristic entity in whose name the policy is issued. A policyholder could be: • A holding company and all its subsidiaries (as set out in the Companies Act, 61 of 1973); or • A subsidiary of the holding company; or • An entity other than a company; or • A person or persons

Public disorder	A riot or other civil commotion that gives rise to a serious risk to public safety, whether at a single location or resulting from a series of incidents in the same or different locations.
Riot	In terms of case law, riot means the tumultuous disturbance of public peace by an assembly of three or more persons acting together in the execution of some private objective. Sasria will only consider a claim for loss or damage as a result of a riot, if all four of the following elements are present: • Three or more persons who have assembled with the same objective, • A tumultuous disturbance of the public peace, • Which leads to strife, violence or threats of violence; and • Physical loss or damage. In terms of this definition, Sasria does not consider the violent acts of three or more people who have different objectives as a riot.
Strike	According to section 213 of the Labour Relations Act (66 of 1995), a strike means "the partial or complete concerted refusal to work, or the retardation or obstruction of work, by persons who are or have been employed by the same employer or by different employers, for the purpose of remedying a grievance or resolving a dispute in respect of any matter of mutual interest between employer and employee, and every reference to 'work' in this definition includes overtime work, whether it is voluntary or compulsory". This definition may be amended by South African law from time to time.
Terrorism	The unlawful use of violence and intimidation, especially against civilians, in the pursuit of political aims. Please note that Sasria cover does not extend beyond the borders of South Africa. In other words, if terrorism happens outside the borders of South Africa, Sasria does not cover that. Furthermore, Sasria does not cover consequential loss emanating from any acts of terrorism.

Words and phrases relating to Business Interruption

Indemnity period	The period during which the insured business incurred financial losses or expenses as a result of an interruption to the insured business as defined in this policy. The period will start on the date that the insured event, which caused the business interruption, occurred. The maximum length of the indemnity period is set out in the policy schedule.
Turnover	The money paid or payable to the insured for goods sold and delivered and for services rendered in the course of business at the insured premises
Annual turnover	The turnover of the insured business for the 12 months immediately before the insured event occurred.
Standard turnover	The turnover of the insured business during a specific period in the 12 months immediately before the insured event, which corresponds with the same period during the indemnity period.
Revenue	The total income of the insured business from, for example, sales, fees, interest or rentals.

Annual revenue	The revenue of the insured business for the 12 months immediately before the insured event occurred.
Standard revenue	The revenue of the insured business during a specific period in the 12 months immediately before the insured event, which corresponds with the same period during the indemnity period.

OVERVIEW

Business Interruption is a stand-alone policy with its own terms and conditions. It does not attach to the terms and conditions of the underlying policy.

Business Interruption covers you for financial losses due to the interruption of, or interference with, your business activities as a result of loss of, or damage to, any building or other property, or any part of it, at the premises shown as the risk address in the schedule as a result of an event that Sasria covers.

This policy comprises six sections: Standing charges, Working expenses, Loss of net profit, Loss of gross profit, Revenue and Project Delay.

Cover for 'Increase in cost of working' is included in all sections. 'Increase in cost of working' refers to the expenditure necessarily and reasonably incurred by the insured to ensure the continued operations of the business and for the sole purpose of avoiding a reduction in turnover during the indemnity period.

Standing Charges

Standing charges covers you for regular, fixed business expenses, for example wages, rentals, subscriptions, utility, telephone and internet charges. You must specify in the schedule which standing charges you want this policy to cover.

Working Expenses

Working expenses covers you for variable business expenses. You may indicate in the schedule the working expenses that you do not want this policy to cover, for example discounts or bad debts. These are also called working expenses specified as uninsured.

Loss of net profit

Loss of net profit covers you for loss of the actual profit of the insured business as a result of a business interruption as defined in this policy and covered during the indemnity period. Net profit is defined as profit after all costs have been deducted from the turnover or revenue, including standing and other charges, as well as depreciation. Capital receipts and deposits are not included in the calculation of net profit. The calculation of net profit takes place before any tax on profits is deducted.

Turnover and revenue refer to the total income of the business generated from sales or services. The term 'turnover' is usually applied for businesses with stock whereas the term 'revenue' is usually applied for businesses without stock.

Loss of gross profit

Loss of gross profit covers you for loss of net profit plus standing charges or working expenses, as explained above.

Loss of Revenue

Loss of revenue covers you for loss of income earned from the sale of products or for services rendered in the course of the business at the insured premises.

Project Delay

Project Delay covers you for expenses necessarily and reasonably incurred when a construction project is delayed as a result of a business interruption as defined in this policy and covered during the indemnity period.

Summary

The relationship between the sections that Business Interruption comprises is explained in the figure below:

Business Interruption

Standing Charges	Working Expenses	Loss of net profit	Loss of gross profit	Loss of Revenue	Project Delay
Standing charges that you want the policy to cover need to be specified in the schedule	Calculated according to a formula Expenses that you do not want the policy to cover needs to be specified in the schedule	Loss of turnover (for businesses with stock)	Loss of net profit plus standing charges or working expenses	Loss of revenue (no stock)	Standing charges only, not loss of profit
Increase in cost of working included	Increase in cost of working included	Increase in cost of working included	Increase in cost of working included		Increase in cost of working (expenses associated with project delay)
Condition: A valid Sasria claim under a Material damage policy					Condition: A valid Sasria claim under Contract works policy

WHO DO WE COVER?

The Business Interruption policy covers the policyholder and any other insured entity or person named in the schedule.

WHAT WE COVER

Sasria will compensate you for financial losses due to business interruption as selected and specified in the schedule.

The business interruption must be as a result of the loss of, or damage to, property insured in a Material Damage (Standing Charges, Working Expenses, Loss of net profit, Loss of gross profit and Revenue) or Contract Works (Project Delay) policy. The loss or damage that led to the business interruption must have taken place during the period of insurance of the applicable Sasria policy.

The loss or damage must be directly related to, or caused by, the following insured events:

1. Any riot, strike or public disorder or any act or activity which is calculated or directed to bring about a riot, strike or public disorder,

2. 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,

3. 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,

4. Any attempt to perform any act referred to in clauses 1, 2 and 3 above,

5. The act of any lawfully established authority in controlling, preventing, suppressing or, in any other way, dealing with any act or attempted act referred to in clauses 1, 2, 3 or 4 above,

6. Looting committed as part of the acts described in 1, 2, 3, 4 or 5 above.

Extension included

Claim preparations cost
The insurance provided by this policy includes costs that you reasonably incurred to produce and certify any particulars or details that we require in terms of Condition 6 or to substantiate any claim. We will pay a maximum of R50 000 for such costs per claim.

Extension optional

Additional increase in cost of working

You may increase the sum insured for 'Increase in cost of working' at an additional premium.

You will find the full list of extensions at Business Interruption Section . Contact us if you want Sasria cover for any of these extensions.

WHAT WE DON'T COVER

Sasria does not compensate you for business interruption that results from any of the following:

1. Any form of consequential or indirect loss or damage, depreciation of any nature, wear and tear, and any form of mechanical or electrical failure or breakdown,

2. Consequential loss or damage resulting from stopping work, totally or partially, or from delaying, interrupting or stopping any process or operation,

3. Loss or damage resulting from a lawful authority confiscating, commandeering or requisitioning insured property, permanently or temporarily, or any attempt to do so,

4. Loss or damage, in any way caused by, or contributed to, an act of terrorism that uses, or threatens to use, any nuclear weapon or device, or any chemical or biological agent,

5. Loss or damage, in any way caused by, or contributed to, war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, 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 a state of siege,

6. Any attempt to perform any act referred to in clauses 4 and 5 above,

7. The act of any lawfully established authority in controlling, preventing, suppressing or, in any other way, dealing with any act or attempted act referred to in clause 4 and 5 above,

8. 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 l976) or any similar Act operative in South African territory to which this policy applies,

9. Prevention of access (for example, penalties or fines for an extended contract period),

10. Loss or damage for which you are liable in terms of a contract, unless you would have been liable for the damage in the absence of the contract,

11. Loss or damage caused directly or indirectly by a nuclear event. A nuclear event is an incident or accident involving the release of radioactive material with negative health and environmental effects.

If we reject a claim by reason of exclusion 4, you will have to prove that the loss or damage was not related to exclusion 4.
We will also not compensate you under this policy for:

12. Loss of net profit and any extra expenses due to a business interruption at the premises of a customer or a supplier, or any entity that is part of your supply chain;

13. Loss resulting from a business interruption that was caused by damage to a public utility or public communications entity serving the insured premises.

CONDITIONS

1. For Standing Charges, Working Expenses, Loss of net profit, Loss of gross profit and Revenue:
   1.1. You must have Sasria cover under a Material Damage (Fire) policy with an underlying insurer.
   1.2. You may only submit a claim under any of these sections if the business interruption is a result of loss of damage for which you have successfully claimed from Sasria under Material Damage.
2. For Project Delay:
   2.1. You must have Sasria cover under a Contract Works policy with an underlying insurer.
   2.2. You may only submit a claim under Project Delay if the delay is a result of loss or damage for which you have successfully claimed from Sasria under Contract Works. If a claim under Contract Works is rejected only because the excess amount is larger than the material damage loss, then Sasria will nevertheless cover you for project delay if you have taken out this section.
3. Cover under this policy or any section of it will end, if:
   3.1. the insured business is permanently discontinued or liquidated; or
   3.2. after the start of the period of insurance, the insured dies or no longer has an insurable interest in the business; or
   3.3. you cancel your Material Damage or Contract Works with Sasria, as applicable to the sections of this policy.

   We may agree in writing to continue cover in the event of 3.1 or 3.2.
4. You must notify the underlying insurer in writing that you intend to claim for business interruption under this policy. You must take reasonable care to prevent or reduce business interruption by avoiding or diminishing any further loss or damage.
5. You must submit a claim for business interruption to the underlying insurer not later than 30 days after the end of the indemnity period unless we have agreed otherwise. You must also provide them with details of all other insurance covering the loss or damage that led to the business interruption or any consequential loss.
6. You must submit all financial evidence that the underlying insurer requires in support of your claim. The documents must be certified by your auditors or accountants and will be used to verify your claim. You may also be asked to submit an affidavit that declares the truthfulness of the claim and related matters. No claim is payable unless you have complied with this condition. If we have paid out a claim and we discover that the claim was fraudulent, you will have to pay back the compensation.
7. We may adjust the premium paid for Standing Charges when we receive a declaration from the underlying insurer of the actual standing charges paid during the financial year that ends during the Period of Insurance, as certified by your auditors. If the declaration for actual standing charges for that financial year is less than the sum insured for Standing Charges, we will refund the premium for Standing Charges up to a maximum of 50%.

COMPENSATION

For the policyholder, the total limit of compensation is R500 million (excluding VAT) per period of insurance. The policyholder may insure sub-contractors under Project Delay at an additional premium.

The maximum total compensation for all the sub-contractors together is R50 million per period of insurance. Sub-contractors may take out their own Sasria insurance.

These limits apply irrespective of the number of insured events or the number of claims for which we have accepted liability under this policy.

The principle of average will apply as follows: The amount we will pay for an indemnity period of 12 months will be proportionately reduced if the sum insured for Loss in gross profit is less than the sum calculated by applying your gross profit rate to the annual turnover.

Where the maximum indemnity period exceeds 12 months, the appropriate multiple of the annual turnover will apply.

Standing charges

Compensation will not exceed the sum insured of the standing charges listed in the schedule.

Departments or branches
If a department or branch of the insured business has suffered business interruption, its financial statements will be considered independently when we calculate compensation for Standing charges.

The principle of average will apply if the sum insured for Standing charges of the total business is less than the sum of the insured standing charges for each department or branch during the financial year preceding the date of the loss or damage that resulted in the business interruption. The compensation will be reduced proportionally according to the rate that the business is underinsured for Standing charges.

Working expenses
Compensation is calculated on a difference basis as follows:
Turnover MINUS ([value of opening stock minus value of closing stock] + specified uninsured working expenses + net profit)

The value of the opening and closing stock will be calculated in accordance with generally accepted accounting practice.

Departments or branches
If a department or branch of the insured business has suffered business interruption, its financial statements will be considered independently when we calculate compensation for Working expenses.
The principle of average will apply if the sum insured for Working expenses of the total business is less than the sum of the working expenses for each department or branch. The working expenses for each branch will be calculated according to the formulate given above. The compensation will be reduced proportionally according to the rate that the business is underinsured for Working expenses.

Loss in net profit
Compensation will not exceed the sum insured as stated on the schedule.

Loss in gross profit
Compensation will not exceed the sum insured as stated on the schedule.

Loss of Revenue
Compensation will not exceed the sum insured as stated on the schedule.

Additions basis
If you have taken out Standing Charges, compensation will be calculated on an additions basis as the sum of the net profit and the insured standing charges set out in the schedule.

If there is no net profit, the pay-out will be reduced by the ratio between insured standing charges and all the standing charges of the business. If you have not covered all standing charges for business interruption, the pay-out will be reduced with the ratio between the sum of the net profit and insured standing charges and the sum of the net profit and all the standing charges (insured and not insured).

Difference basis
If you have taken out Working Expenses, compensation will be calculated on a difference basis as follows:
(Turnover plus value of the closing stock) MINUS (Value of the opening stock plus the specified uninsured working expenses)
The policyholder's audited financial statements will be used to determine the value of the opening and closing stock. Depreciation will be considered.

Increase in cost of working
Compensation will not exceed the sum insured as stated in the schedule.
We will pay you the expenses necessarily and reasonably incurred to avoid or diminish reduction in turnover during the indemnity period. The compensation will not exceed the expenses to diminish reduction in turnover/revenue times the gross profit rate. Any discount or saving will be deducted from the compensation.

Project Delay
Compensation will not exceed the sum insured as stated in the schedule.

CLAUSES
The clauses below relate to compensation.

Trends
In calculating compensation, the profit trend of the business will be considered by applying the policyholder's gross profit rate to the amount that the turnover or revenue during the indemnity period is less than the standard turnover or standard revenue. For the gross profit rate, the turnover or revenue during the financial year immediately before the insured event will be used.

Salvage sale
If the insured business holds a salvage sale during the indemnity period, the turnover of the salvage sale will be deducted from the turnover during the indemnity period.

Accumulated stock
When we calculate the compensation, we will consider any accumulated stock that was sold to temporarily minimise any reduction in turnover after the business interruption.

SPECIFICATION REFERRED TO IN THE ATTACHED SASRIA CONSEQUENTIAL LOSS POLICY

Insured Standing Charges Only - (as stated in the Schedule)
The Insurance hereby is limited to loss in respect of INSURED STANDING CHARGES 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 PAYABLE 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 (subject to the provisions of the Uninsured Standing Charges Clause) 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 PAYABLE 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 if the SUM INSURED by this item be less than the sum produced by applying the RATE PAYABLE to the ANNUAL TURNOVER (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

DEFINITIONS

"Insured Standing Charges" - The amount of the INSURED STANDING CHARGES, or if the business is showing a net trading loss, the amount of the said INSURED STANDING CHARGES less such a proportion of any net trading loss as the amount of the INSURED STANDING CHARGES bears to all the STANDING CHARGES of the business.
For the Specified Insured Standing Charges - see the Schedule.

"Net Profit" - The net profit (exclusive of all capital receipts and accretions, and all outlay properly chargeable to capital) resulting from the business of the Insured at the premises after due provision has been made for all STANDING and other charges including depreciation, but before the deduction of any taxation chargeable on profits.

"Turnover" - The money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of business at the premises.

"Indemnity Period" - The period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period, as stated in the Schedule, thereafter during which the results of the business shall be affected in consequence of the Damage.

"Rate Payable" – The percentage that the INSURED earned on the TURNOVER during the financial year immediately before the date of the Damage

"Annual Turnover" – The TURNOVER during the twelve months immediately before the date of Damage.

"Standard Turnover" – The TURNOVER during the period in the twelve months immediately before the date of the 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 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 Damage which but for the Damage would have been obtained during the relative period after the Damage.

ALTERNATIVE TRADING CLAUSE

If during the INDEMNITY PERIOD goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the TURNOVER during the INDEMNITY PERIOD.

UNINSURED STANDING CHARGES CLAUSE

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 WORKING EXPENSES bear to the sum of the WORKING EXPENSES NET PROFIT and the UNINSURED STANDING CHARGES.

REBATE CLAUSE (Applicable only if the Sum Insured Exceeds R1 000 000)

The premium paid hereon may be adjusted on receipt by the Nominated Insurer of a declaration of Insured Standing Charges paid during the financial year most nearly concurrent with the Period of Insurance, as certified by the Insured's auditors.

If any damage shall have occurred giving rise to a claim for loss of Standing Charges, the abovementioned declaration shall be increased by the Nominated Insurer for the purpose of premium adjustment by the amount by which the Insured Standing Charges were reduced during the financial year solely in consequence of the Damage.

If the declaration (adjusted as provided for above and proportionately increased where the maximum Indemnity Period exceeds 12 months) is less than the Sum Insured on Standing Charges for the relative Period of Insurance the Company will allow a return of premium not exceeding 50% of the premium paid, by recalculating the premium in accordance with such declaration. This Clause will have no effect unless a certified declaration is received by the Nominated Insurer within six months of the expiry of the Period of Insurance.

CLAIMS COST CLAUSE

This insurance includes costs and expenses incurred in producing and certifying any particulars or details required by the Company during the formulation of a claim under the Policy, limited to:

(a) additional fees paid to the Insured's usual auditors,

(b) additional wages or salaries paid to the Insured's own employees; (c) cost of materials used.

DEPARTMENTAL CLAUSE

If the business be conducted in departments the independent trading results of which are ascertainable, the provisions of clauses (a) and (b) of the item(s) on Insured Standing Charges only shall apply separately to each department affected by the Damage except that if the Sum Insured by the said item(s) be less than the aggregate of the sums produced by applying the rate for each department of the business (whether affected by the Damage or not) to its relative Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

SALVAGE SALE CLAUSE

If following Damage giving rise to a claim under this Policy, the Insured shall hold a salvage sale during the Indemnity Period, clause (a) of the Item on Insured Standing Charges only shall, for the purposes of such claim, read as follows:

(a) IN RESPECT OF REDUCTION IN TURNOVER - The sum produced by applying the rate applicable 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 Standing Charges actually earned during the period of the salvage sale.

SPECIFICATION ATTACHING TO THE WORKING EXPENSE POLICY WORDING

WORKING EXPENSES - Sum Insured - (as stated in the Schedule)

The Insurance hereby is limited to loss of working Expenses 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 WORKING EXPENSES 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 (subject to the provisions of the Uninsured Standing Charges Clause) 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 WORKING EXPENSES 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 to WORKING EXPENSES as may cease to 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 WORKING EXPENSES to the ANNUAL TURNOVER (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

DEFINITIONS

"Indemnity Period" - The period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period as specified 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 business at the premises.

"Working Expenses: - The amount by which

(i) the sum of the amount of the TURNOVER and the amounts of the closing stock and work in progress shall exceed

(ii) the sum of the amounts of the opening stock and work in progress and the net profit and the amount of the SPECIFIED UNINSURED WORKING EXPENSES

The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with generally accepted accounting practice.

"Net Profit" - The net 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.

"Specified Uninsured Working expenses" - As detailed on page 2 of the Schedule.
The words and expressions used in this definition (other than wages) shall have the meaning usually attached to them in the books and accounts of the Insured**.**

"Rate of Working Expenses" – The RATE OF WORKING EXPENSES earned on the TURNOVER during the financial year immediately before the date of the Damage

"Annual Turnover" – The TURNOVER during the twelve months immediately before the date of Damage.

"Standard Turnover" – The TURNOVER during the 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 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.

ALTERNATIVE TRADING CLAUSE

If during the INDEMNITY PERIOD goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the TURNOVER during the INDEMNITY PERIOD.

UNINSURED STANDING CHARGES CLAUSE

If any STANDING CHARGES of the business be not insured by the Policy (having been deducted in arriving at the working expenses as defined herein 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 WORKING EXPENSES bear to the sum of the WORKING EXPENSES NET PROFIT and the UNINSURED STANDING CHARGES.

REBATE CLAUSE (Applicable only if the Sum Insured Exceeds R1 000 000)

The premium paid hereon may be adjusted on receipt by the Nominated Insurer of a declaration of Working Expenses earned during the financial year most nearly concurrent with the Period of Insurance, as certified by the Insured's auditors. If any damage shall have occurred giving rise to a claim for loss of Working Expenses, the abovementioned declaration shall be increased by the Nominated Insurer for the purpose of premium adjustment by the amount by which the Working Expenses were reduced during the financial year solely in consequence of the Damage.

If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the Sum Insured on Working Expenses for the relative Period of Insurance Sasria will allow a return of premium not exceeding 50% of the premium paid, by recalculating the premium in accordance with such declaration.

This Clause will have no effect unless a certified declaration is received by the Nominated Insurer within six months of the expiry of the Period of Insurance.

CLAIMS COST CLAUSE

This insurance includes costs and expenses incurred in producing and certifying any particulars or details required by the Company during the formulation of a claim under the Policy, limited to:

(a) additional fees paid to the Insured's usual auditors,

(b) additional wages or salaries paid to the Insured's own employees;(c) cost of materials used.

DEPARTMENTAL CLAUSE

If the business be conducted in departments the independent trading results of which are ascertainable, the provisions of clauses (a) and (b) of the item(s) on Working Expenses shall apply separately to each department affected by the Damage except that if the Sum Insured by the said item(s) be less than the aggregate of the sums produced by applying the Rate of Working Expenses for each department of the business (whether affected by the Damage or not) to its relative Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

SALVAGE SALE CLAUSE

If following Damage giving rise to a claim under this Policy, the Insured shall hold a salvage sale during the Indemnity Period, clause (a) of the Item on Working Expenses shall, for the purposes of such claim, read as follows:
IN RESPECT OF REDUCTION IN TURNOVER - The sum produced by applying the rate of working expenses 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 Working Expenses actually earned during the period of the salvage sale.

MOTOR
Sasria provides short-term insurance cover against special risks that the broader insurance industry does not cover. Examples of these special risks are civil commotion, strike, riot, public disorder and terrorism.
This document is the legal and official version of your Sasria policy wording. The laws of South Africa govern this policy.
Your contract with Sasria comprises:

- the policy wording (this document);
- the Sasria policy schedule;
- any information that you, or someone acting on your behalf, supply to us; and
- any amendment to the policy.

Please read the wording carefully to make sure that you understand what your policy covers. You must always read the wording together with the Sasria schedule.

We look forward to being of service to you.

HOW TO REACH US
011 214 0800 or 086 172 7742 | contactus@sasria.co.za | www.sasria.co.za

GENERAL TERMS AND CONDITIONS
HOW YOU SHOULD READ THIS DOCUMENT

"We", **"our"** or **"us"** in the wording refers to Sasria SOC Ltd. **"You"** or **"your"** in the wording refers to the policyholder.
Words in the singular include the plural. Words in the masculine gender (he) include the feminine gender (she).

YOUR SASRIA POLICY AND THE UNDERLYING POLICY

You must have an underlying policy in force
To be insured against the special risks mentioned above, you must have an underlying policy contract in force that includes Sasria cover at the time of the event that gives rise to a loss. If you choose to only take out Sasria cover, there must be a pro forma underlying policy as a formality. The pro forma policy can be issued by any underlying insurer. The underlying insurer must give you Sasria cover regardless of your risk profile.

Sasria policies attach to the underlying policy or they are stand-alone:

- **Attached policies** incorporate the terms, conditions and warranties of the underlying policy with some exceptions (see the next subsection).
- **Stand-alone policies** have their own terms and conditions that are listed in the relevant policy wording.

Policies that attach to the underlying policy	Stand-alone policies
Material Damage (Fire)	Motor
Contract Works	Business Interruption (Standing Charges, Working Expenses Loss of net profit, Loss of gross profit, Project Delay)

Policies that attach to the underlying policy
For these policies, the terms, conditions, exclusions and warranties of the underlying policy also apply to the Sasria policy **except for those listed below**:

Your Sasria policy covers civil commotion, riot, strike, lockout, public disorder, rebellion and revolution and terrorism.

Your Sasria policy does not cover war and war-related activities

In each policy, see **What we cover** and **What we don't cover** for the details.

Extensions

Sasria special risk cover only applies to the basic cover of the underlying policy. It does not apply to any additional perils and extensions included in the underlying policy, whether optional or not. Sasria covers its own list of extensions at an additional premium. You will find the list of extensions under the Fire Extensions. Contact us if you want Sasria cover for any of these extensions.

Excess

For Material Damage (Fire), there is no excess payable if you claim under your Sasria policy.

For Contract Works, the following excess is payable:

For loss or damage to contract works and materials, the excess or first amount payable is calculated as 0,1% of the value of the specific contract for which a claim is made.

The following minimum and maximum amounts apply:

Minimum excess (first amount payable)

- R250 (Domestic risks)
- R2 500 (All other risks)

Maximum excess (first amount payable)

- R25 000

For loss or damage to a construction plant, the excess is R1 000 for each loss or damage arising from any one insured event.

Premium

Any adjustment of the premium clause or condition in the underlying policy will not automatically apply to your Sasria policy.

Period of insurance

The period of insurance of your Sasria policy is the same as the period of insurance of the underlying policy.

Sasria and the underlying insurer must sign your schedule

For your Sasria contract to be valid, the Sasria schedule must bear the signatures of a director of Sasria and the underlying insurer.

CANCELLATION

Only you have the option to cancel Sasria cover; Sasria will never cancel your cover.

If an underlying policy is cancelled, it does not automatically result in cancellation of your Sasria cover. The underlying insurer must give you the option to keep your Sasria cover except if the cancellation was due to non-payment. If you choose to keep your Sasria cover, the underlying insurer will issue a pro forma policy to which your Sasria policy will attach.

OUR RIGHTS

To review rates and premiums

We reserve the right to review the terms and conditions of a policy, including rates and premiums, in line with all applicable laws (e.g. the Policyholder Protection Rules). Where necessary, some or all classes of business rates and premiums may be reviewed with reference to trends, expectations and assumptions, including but not limited to the following:

a) Documented trend of poor performance on class or classes of business over the last three (3- to five (5) years,
b) Reasonably balancing the interests of Sasria SOC Ltd and its policyholders' expectations; and
c) The extent to which the assumptions on which the premium was based have been met.

In accordance with the law, we will duly notify the policyholder in writing, through our distribution channels, of the details of the pending review; the effective date of the review; the reasons for the review; the implication of the review; the policyholder's rights and obligations regarding the review, including any cooling-off rights offered and procedures applicable for the exercise thereof; and any other relevant details.

Each policyholder will be given a reasonable notice period to make an informed decision as to whether the policy continues to meet the policyholder's requirements as a result of the reviewed terms and conditions.

To take possession of damaged property

When you claim under this policy, you agree that we, and any person authorised by us, have the right to enter the damaged property, or take possession of it, and deal with it in any reasonable manner. This right does not imply that we accept liability for the claim. It also does not diminish our right to apply any condition of this policy.
You remain responsible for all damaged property until it is in our possession.

To take legal action on your behalf

If we have compensated you for loss or damage, we have the right to recover our costs from the responsible third-party. We have the right to take legal action on your behalf to defend or settle any third-party claim. You agree that we may conduct the legal proceedings to our full discretion.

You must cooperate fully with us. Specifically, you agree to:

- do nothing that will prejudice or limit our rights;
- give us all information and documents we require;
- sign any document or affidavit that we request to enable us to exercise our rights;
- attend depositions, hearings, trials and give evidence as necessary; and
- make no admission, offer, promise, payment or statement about Sasria's liability without our written consent.

Transfer of rights
Only you have the right to claim against us under this policy. This right may only be transferred to another person or entity if you should die or if the law orders it.

SHARING INFORMATION

By entering into a contract with Sasria, you waive your right to privacy and agree that we may disclose to any other insurance company any relevant information that you, or someone else on your behalf, has provided to us.

YOUR RESPONSIBILITIES

To be covered

To be covered under your Sasria policy:

1. The underlying policy must have been valid and active on the date of the insured event for which you claim;
2. The Sasria premium payments must be up to date and we must have received all such payments; and
3. You must, for attached policies, comply with the terms and conditions of your Sasria policy and those of the underlying policy (with the exceptions described above under **Policies that attach to the underlying policies**). For stand-alone policies, you must comply with the terms and conditions of your Sasria policy.

Pay the premium in advance
Your Sasria premium is payable in advance per month or per year. If the period of insurance is more than one month, but less than 12 months, the full annual premium will be payable in advance.

If we do not receive your premium by the due date, we will consider this policy to have lapsed at 24:00 (midnight) of the last day of the previous period of insurance, unless you can prove that the failure to pay was an error on the part of our agent or your broker.

Take all reasonable precautions
You must take all reasonable action to prevent loss or damage.

Do not withhold information or commit fraud
It is your responsibility to make sure that you give us all relevant information and that this information is complete, correct, and remains correct. If you withhold any information, or give us false or incorrect information, we may refuse to pay your claim.

We have the right to verify or investigate any information that you submit.

We have the right to reject a claim if you, or any person representing you, commit fraud in terms of this Sasria policy. If we refuse to pay your claim because of fraud or attempted fraud, we will not refund premiums already paid and may start legal proceedings against the defrauding party.

You commit fraud if you, or anyone on your behalf:

- submit a false or dishonest claim under this policy;
- use false or dishonest means or false information to benefit from the cover that we provide; or
- deliberately cause an insured event. For example, if you should deliberately cause a fire or add fuel to it.

COMPENSATION

How we compensate you
If you have a valid claim, we will compensate you for the lost or damaged property by making a payment to you, or by repairing, replacing or reinstating the damaged property.

Who gets the compensation?
If we accept liability, we compensate the policyholder, or his beneficiary in the event of his death, except in the following cases:

1. If the lost or damaged property is still under finance, we will pay the financial institution first.
2. If the lost or damaged property has been sold to you, but the seller still has an insurable interest in the property, we will compensate the seller proportionally if you write to us and request us to do so.

If the compensation that settles the claim is accepted, we will have no further liability regarding the claim.

Policy limits
The limits of compensation are detailed in the respective policies.

Agreed value
If the property is leased, rented or hired under an agreement that requires the insured to insure the property and/or be responsible for it at an agreed value, the sum insured will be the stipulated agreed value.

COUNTRIES WHERE YOU ARE COVERED

This policy covers only property situated in the Republic of South Africa or in the territorial waters of South Africa. The 1982 United Nations Convention on the Law of the Sea defines territorial waters as "a belt of coastal waters extending 12 nautical miles (22.2 km) from the baseline (usually the mean low-water mark) into the sea".
Sasria has an agreement with the Namibian special risk insurance association (NASRIA). In terms of this agreement, you have Sasria cover in Namibia for a maximum of sixty (60) consecutive days.

DISPUTES

If a dispute arises as to the compensation payable, or the liability of Sasria, we will refer the matter for arbitration in terms of the arbitration laws in force at that time in the Republic of South Africa, at a place that we will determine.
You will not have the right to take legal action against Sasria until the arbiter has made a decision. The decision of the arbiter will be final and binding.

AMENDMENT

You, or Sasria, may amend this policy, but no amendment to this policy will be valid unless a director of Sasria has signed the amendment.

How To Claim

WHAT TO DO AFTER AN INSURED EVENT

1. Contact your underlying insurer. The underlying insurer will let you know if you have a special risk claim and will handle the Sasria claim on your behalf.
2. Report the incident to the police within 48 hours and get a case number.
3. Do not make any offer or promise or admit responsibility.
4. Do not leave any damaged property without supervision, if possible.

You must claim, or notify us of the intention to claim, under this policy within thirty (30) days of the date of the insured event.

If we receive your claim or notification more than twelve (12) months after the date of the insured event, we will not consider liability, unless the claim is the subject of pending legal action or if the underlying insurer has not yet completed the final assessment of the loss. It is your responsibility to notify Sasria immediately of a pending legal action or delay in the final assessment.

SUPPORTING DOCUMENTS

For all claims, we will request supporting documents or information. Your underlying insurer will send you a list of all the required documents.

MOTOR

Motor is a stand-alone policy with its own terms and conditions. It does not attach to the terms and conditions of the underlying policy.

IMPORTANT WORDS AND PHRASES

Word or phrase	Defined meaning
Civil commotion	Large-scale violence by members of the public, causing injury to people or damage to property
Consequential loss	Loss or damage that is not directly caused by an insured risk, but which is an indirect consequence or result of the insured risk.
Labour disturbance	In the case of Slabbert Burger vs Sasria, disturbance in a labour context was defined as "an overt disturbance of the public peace in defiance of authority, leading to physical damage". Sasria will only consider a claim for loss or damage as a result of a labour disturbance if all four of the following elements are present: • A disturbance of the public peace; • Which happens openly, or which is clear upon observing; • In disobedience of authority; and • Which leads to physical loss or damage.
Lockout	According to section 213 of the Labour Relations Act (66 of 1995), a lockout means "the exclusion by an employer of employees from the employer's workplace, for the purpose of compelling the employees to accept a demand in respect of any matter of mutual interest between employer and employee, whether or not the employer breaches those employees' contracts of employment in the course of or for the purpose of that exclusion". This definition may be amended by South African law from time to time.
Looting	To steal goods, typically during a riot, strike or civil commotion. Looting must take place during an event that Sasria covers. Sasria does not cover theft.
Policyholder	The person(s) or juristic entity in whose name the policy is issued. A policyholder could be: • A holding company and all its subsidiaries (as set out in the Companies Act, 61 of 1973); or • A subsidiary of the holding company; or • An entity other than a company; or • A person or persons

Public disorder	A riot or other civil commotion that gives rise to a serious risk to public safety, whether at a single location or resulting from a series of incidents in the same or different locations.
Riot	In terms of case law, riot means the tumultuous disturbance of public peace by an assembly of three or more persons acting together in the execution of some private objective. Sasria will only consider a claim for loss or damage as a result of a riot, if all four of the following elements are present: • Three or more persons who have assembled with the same objective, • A tumultuous disturbance of the public peace, • Which leads to strife, violence or threats of violence; and • Physical loss or damage. In terms of this definition, Sasria does not consider the violent acts of three or more people who have different objectives as a riot.
Strike	According to section 213 of the Labour Relations Act (66 of 1995), a strike means "the partial or complete concerted refusal to work, or the retardation or obstruction of work, by persons who are or have been employed by the same employer or by different employers, for the purpose of remedying a grievance or resolving a dispute in respect of any matter of mutual interest between employer and employee, and every reference to 'work' in this definition includes overtime work, whether it is voluntary or compulsory". This definition may be amended by South African law from time to time.
Terrorism	The unlawful use of violence and intimidation, especially against civilians, in the pursuit of political aims. Please note that Sasria cover does not extend beyond the borders of South Africa. In other words, if terrorism happens outside the borders of South Africa, Sasria does not cover that. Furthermore, Sasria does not cover consequential loss emanating from any acts of terrorism.

WHO DO WE COVER?

The Motor policy covers the policyholder and any insured entity or person named in the schedule.

VEHICLE CATEGORIES

Sasria covers any vehicle of the categories listed below, including accessories and spare parts fitted onto the vehicle.

Motor Category 1 (M1)

- Motor cars (business and private use only, not used for the conveyance of goods for trade purposes.

  The term "motor cars" includes cars, SUVs, micro-buses, station wagons, safari vans, motorised caravans, minibuses, minivans and domestic trailers and caravans.

- Motorcycles (business and private use only, not used for the conveyance of goods for trade purposes)

  Motorcycles, 3-wheeled vehicles, motorised wheelchairs, auto cycles, motor scooters, e- bikes, mechanically-assisted pedal cycles and unipeds.

- Light delivery vehicles (LDVs) (private use only)

  The vehicle must be insured in the name of an individual and used solely for private purposes.

  We cover a farmer's fleet of LDVs, provided that the vehicles are used for private purposes only, and each vehicle is listed on the schedule of the underlying motor policy.

The underlying policy must be endorsed as follows:

'It is warranted that the vehicle insured herein is used purely for private and domestic use and not used for the conveyance of goods for trade purposes.'

Motor Category 2 (M2)

- Motor cars (used for the conveyance of goods for trade purposes)

  The term ''motor cars'' include cars, LDVs, micro-buses, station wagons, safari vans, motorised caravans, minibuses, minivans, caravans and domestic trailers, where such vehicles are used for the conveyance of goods for trade purposes.

- Motorcycles (used for the conveyance of goods for trade purposes)

  Motorcycles, 3-wheeled vehicles, motorised wheelchairs, auto cycles, motor scooters, e- bikes, mechanically-assisted pedal cycles and unipeds, where such vehicles are used for the conveyance of goods for trade purposes.

- Non-registered types

  Non-registered vehicles may be insured under the Motor section. These vehicles are described as manually assisted vehicles, such as, but not limited to, lawnmowers, golf carts, forklifts, goods-carrying trolleys, tractors with or without lifting apparatus, road rollers, quad bikes, tractors used for maintenance of recreational grounds, sprayers (disinfectant, sanitary and tar), water carts, road graders, scarifiers, sweepers, tower wagons and compressors.

Motor Category 3 (M3)

- Minibus
  A motor vehicle designed or adapted for the conveyance of more than nine, but not more than 16 persons, including the driver.

- Midibus
  A motor vehicle designed or adapted for the conveyance of more than 16, but not more than 35 persons, including the driver.

Motor category 4 (M4)

- Motor vehicles insured under an underlying Motor Trader policy and owned by, or in the custody or control of, a motor dealer, a panel beater, or the like.

Motor category 5 (M5)

- Buses
  A bus means any vehicle designed or adapted for the conveyance of more than 35 persons, including the driver.

Motor category 6 (M6)

- Registered mobile plant
  A vehicle designed to be used on a construction site and registered to be driven on a public road.

Motor category 7 (M7)

- Bus Rapid Transit system
  A bus authorised to operate along a rapid transport lane in a bus rapid transport system, and which has a regulated floor height and door configuration designed to facilitate speedy access of passengers to and from dedicated boarding facilities.

Motor category 8 (M8)

- A commercial vehicle with a gross vehicle mass of 3500kg and above, used for the conveyance of goods for trade purposes.

RELATIONSHIP BETWEEN VEHICLE AND THE POLICYHOLDER

For Sasria to cover loss or damage to a vehicle, the vehicle must be:

- Owned by the policyholder or an insured entity or person; or
- Leased by the policyholder or an insured entity or person; or
- A replacement vehicle that the policyholder or an insured entity or person is using while their own vehicle is with a service provider for a service, repairs or an overhaul.

WHAT WE DON'T COVER

Sasria does not compensate you for:

1. Any form of consequential or indirect loss or damage, depreciation of any nature, wear and tear, and any form of mechanical or electrical failure or breakdown,
2. Consequential loss or damage resulting from stopping work, totally or partially, or from delaying, interrupting or stopping any process or operation;
3. Loss or damage resulting from a lawful authority confiscating, commandeering or requisitioning insured property, permanently or temporarily, or any attempt to do so;
4. Loss or damage, in any way caused by, or contributed to, an act of terrorism that uses, or threatens to use, any nuclear weapon or device, or any chemical or biological agent;
5. Loss or damage, in any way caused by, or contributed to, war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, 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 a state of siege;
6. Any attempt to perform any act referred to in clauses 4 and 5 above;
7. The act of any lawfully established authority in controlling, preventing, suppressing or, in any other way, dealing with any act or attempted act referred to in clause 4 and 5 above;
8. 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 l976) or any similar Act operative in South African territory to which this policy applies;
9. Loss or damage for which you are liable in terms of a contract, unless you would have been liable for the damage in the absence of the contract;
10. Loss or damage caused directly or indirectly by a nuclear event. A nuclear event is an incident or accident involving the release of radioactive material with negative health and environmental effects.

If we reject a claim by reason of exclusion 5 or 8, you will have to prove that the loss or damage was not related to exclusion 5 or 8.

CONDITIONS

1. If an insured vehicle is a total loss, the policy will end from the date of such total loss and no refund of the premium will be payable to the policyholder.

2. If an insured vehicle is used to convey goods for trade purposes at the time of the loss or damage, and it is not insured in the correct Motor category, we will not be liable for such loss or damage to the vehicle.

3. You may cancel your Sasria Motor policy at any time, but no pro-rata refund of the premium will be payable if you were paying the minimum premium. See Sasria Rates Schedule to check if you were paying the minimum premium.

4. At the end of each period of insurance, you must declare all fleet vehicles insured under this policy so that Sasria can make a premium adjustment. You must give us the declaration within 45 days of the end of each period of insurance. We will refund you 50% of the premium or require you to pay the additional premium, as applicable.

5. You must provide your broker with a list of all vehicles insured under this policy as and when we request it.

6. If Sasria accepts liability for a claim under this policy, we extend cover to include damage to a third-party vehicle that is not insured with Sasria, but only if the incident took place while the third-party vehicle was driven on a public road.

COMPENSATION

There is no excess payable if you claim under your Sasria Motor policy.

In the event of a total loss:

1. If an insured vehicle is less than 12 (twelve) months old, from the date of first registration, and the vehicle has travelled less than 2500km per month on average since the date of first registration, Sasria agrees to bear the costs of replacing the vehicle with a new vehicle of the same make and model (subject to the availability thereof). This applies only to vehicles not exceeding 3500kg gross vehicle mass.

2. For vehicles not meeting the condition in 1., the maximum compensation will be the lesser of the retail value (as reflected in the latest TransUnion Auto Dealer Digest) or the agreed value stated on the Sasria policy schedule.

Accessories or spare parts:
If any spare part or accessory required for the repair of a vehicle is no longer available in South Africa, we will be pay you a sum equal to the value of the spare part or accessory at the time of the loss or damage. However, the compensation will not exceed the manufacturer's last listed price when the spare part or accessory was still available in the Republic of South Africa.

Towing and storage costs:
If the insured vehicle is involved in an incident that Sasria covers, you must arrange towing and storage with the underlying insurer's authorised service provider. If Sasria accepts liability for the claim, we will refund the underlying insurer. We will also pay the reasonable cost to deliver the vehicle to your address in South Africa after repairs.

Sasria SOC Limited
P.O. Box 653367, BENMORE, 2010
36 Fricker Road, Illovo, Sandton, 2196
Tel: +27 11 214 0800 or 086 172 7742 (Switchboard)
Reg. No.1979/000287/30
VAT Reg. 4140119340
FSP License No.: 39117

DISCLOSURE NOTICE TO NON-LIFE (SHORT-TERM) INSURANCE POLICYHOLDERS IN TERMS OF THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES (FAIS) ACT 37 of 2002

(This Notice does not form part of your insurance policy)

<table>
<tr><td colspan="4">Insurer: Sasria SOC Limited
Sasria SOC Ltd (“Sasria”) is an authorised Financial Services Provider (FSP) registered under FSP number 39117.</td></tr>
<tr><td>Postal Address

P.O Box 653367,
Benmore, 2010</td><td>Physical Address

36 Fricker Road,
Illovo, Sandton,
2196</td><td>Telephone Number

(011) 214 0800 or
086 172 7742</td><td></td></tr>
<tr><td colspan="4">Relevant Insurance Cover Held: Yes</td></tr>
<tr><td colspan="4">Financial Products: Non-Life Commercial & Personal Lines</td></tr>
<tr><td colspan="4">Conflict of Interest Policy: Sasria has adopted a Conflict of Interest Management Policy to avoid and mitigate any potential conflicts of interest. The policy is available at www.sasria.co.za</td></tr>
<tr><td rowspan="2">Compliance Officer

Mr. Mziwoxolo Mavuso

Tel: 011 214 0800</td><td rowspan="2">All Complaints and Compliance related queries to be addressed to:

Compliance Officer
Sasria SOC Limited
P.O Box 653367,
Benmore, 2010</td><td rowspan="2">Claims Notification Procedures:

In the event of a claim, all relevant documents relating to your claim must be submitted to the Agent Company, the name and address of whom appears below.</td><td>Email Address:

mziwoxolom@sasria.co.za or contactus@sasria.co.za</td></tr>
<tr><td>Website: www.sasria.co.za</td></tr>
<tr><td colspan="4">If you have any claims and compliance-related issues that have not been resolved to your satisfaction by Sasria, you may address your queries to:</td></tr>
<tr><td>National Financial Ombud Scheme</td><td>NFO Cape Town
6th Floor, Claremont Central building,
6 Vineyard Road,
Claremont
Cape Town,
7700

NFO Johannesburg
110 Oxford Rd,
Houghton Estate,
Johannesburg, 2198</td><td>Telephone:0860-800-900

WhatsApp:066 473 0157</td><td>Email: info@nfosa.co.za

Website: www.nfosa.co.za</td></tr>
</table>

FAIS Ombudsman	**Postal Address:** PO Box 41 Menlyn Park 0063 **Physical Address:** Menlyn Central Office Building, 125 Dallas Avenue, Waterkloof Glen, Pretoria, 0010	**Telephone:** 012 762 5000 **Share Call:** 086 066 3274	**Email:** info@faisombud.co.za **Website:** www.faisombud.co.za
Financial Sector Conduct Authority	**Postal Address:** PO Box 35655, Menlo Park, 0102 **Physical Address:** 41 Matroosberg Road Ashlea Gardens, Pretoria, 0002	**Telephone: 012 428 800** Switchboard: 0800 20 37 22 **Fax:** 012 346 6941	**Email:** info@fsca.co.za **Website:** www.fsca.co.za

ABOUT YOUR SASRIA COUPON/ POLICY

Name and Address of Sasria Agent Company	This is the underlying Insurer who issue your Sasria Coupon/ Policy on behalf of Sasria SOC Limited
Details of Policy	Cover is provided in respect of all classes of business as per the underlying policy, subject to those classes insurable by Sasria.
Premium R **Frequency of Premium** **Payments Manner of Premium** **Payments Due date for**	These details are reflected in the quotation, in the policy schedule and in the Disclosure Notice forming part of disclosure for the underlying policy
Consequences of Non-payment of Premium	Cover will cease in the event of the policyholder failing to pay premium. Please refer also to the Disclosure Notice document which provided further details as to premium and monetary obligations.

Sasria is striving for excellence. Should we fail to deliver on our service promises or for any complaints, you can send an email to: contactus@sasria.co.za