Specialised Buildings

HOR 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** part 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**.
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** 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:

1. the cover which **You** requested,
2. **Your** current contact as well as address information,
3. the correct nature of **Your Business** activities (inclusive of all subsidiary affiliations),
4. 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 are obligated to undertake all reasonable measures and precautions to prevent and / or minimise the risk of any event that may lead to a claim or losses indemnifiable under this **Policy** to the greatest extent possible and to act as if **You** are not insured.

Your Policy does not replace the need to undertake regular normal preventative maintenance and repair to **Your Insured Property.**

Your Policy is not a maintenance contract and it only provides cover for sudden and unexpected losses or **Damage** to the **Insured Property** described in the **Schedule**.

Your Policy does not cover **Damage** caused by, resulting from or in any way connected to normal wear and tear, lack of maintenance and **Your** failure to take reasonable precautions to prevent loss or **Damage**.

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

DEFINITIONS AND WORDS THAT HAVE A SPECIAL MEANING

In this **Policy**, there are words that have a special meaning. Some **Sections** are inclusive of Specific Definitions so these General Definitions should be read in conjunction with the Specific Definitions. Those words that have a special meaning that apply to all **Sections** of the **Policy** are set out and defined below.

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

2. **Aircraft:** means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space inclusive of Drones.

3. **Asbestos:** means asbestos, asbestos fibres, any product derived from asbestos, any product containing asbestos, asbestos fibres and / or any product derived from asbestos.

4. **Annual Period**: means the 12-month period from the inception date (also known as the start date or commencement date) of **Your Policy** until the next **Renewal Date** stated on **Your Schedule**.

5. **Building:** the **Building** specified in the **Schedule** at the **Situation** which are, of **Standard Construction** (unless otherwise declared by **You** and stated in the **Schedule**), inclusive of **Fixtures and Fittings** therein and thereon, plant, equipment and other structures and improvements of a permanent nature, walls (except dam walls) gates, posts and fences (but not hedges), brick, tarred, concrete or paved roads, driveways, parking areas and paths, fire extinguishing equipment.

The term **Building** is inclusive of:

5.1. outbuildings,

5.2. elevators, escalators and inclinators,
5.3. ducted air conditioners, intercom systems, built-in stoves, ovens, and hot water systems,
5.4. built-in cupboards and bathroom fixtures and fittings,
5.5. awnings that are external to the building,
5.6. satellite dishes and antennas used for receiving radio and/or television signals,
5.7. swimming pools, saunas, spa baths, Jacuzzis and tennis courts,
5.8. services, such as, electricity, telecommunications and water, owned by **You** or for which **You** are **Legally Responsible**.

For the purpose hereof, the term **Building** does not include:

1. temporary walls,
2. internal window coverings including curtains and blinds,
3. temporary ceilings,
4. temporary floor coverings,
5. tenants contents,
6. marinas, docks, wharves and piers,
7. light fittings which are not built or wired into the electrical installation,
8. air conditioners that are not permanently mounted, clothes dryers, washing machines, microwave ovens and any other appliances or devices that are not wired into the electrical installation or permanently mounted,
9. fixtures removable by a **Tenant** or **You** at the end of occupation,
10. property belonging to a **Tenant** or which a **Tenant** is responsible for in terms of a lease,
11. the land on which the **Building** has been constructed or the ground surrounding **Your** property except as specifically covered under the Extensions for **Landscaped Gardens.**

6. Building Owner means the legal holder of the Title Deed.

7. Burst pipe: means there is a sudden and violent failure of the **Pipe**.

For the purpose hereof a burst is not a leak or the result of a leak. **We** do not cover the repair or replacement of leaking **Pipes**. If the **Damage** caused by a leaking **Pipe** is exacerbated by a delay in reporting the matter to **Us** then **We** may only pay a portion of the cost or nothing at all.

8. Computer System: means:

8.1. any computer, hardware, software, communications system, electronic device (inclusive of, but not limited to, smart phones, laptops, tablets, wearable devices), server, cloud, or
8.2. microcontrollers inclusive of any similar system or any configuration of the aforementioned, and inclusive of any associated input, output, data storage device, networking equipment or back up facility owned or operated by You or any other party.

9.	**Damage or Damaged:**	means **Accidental**, sudden and unforeseen, physical, loss, damage or destruction of **Insured Property** provided that the event causing such **Damage** is not excluded from cover.
9.	**Electronic Data**:	means information, facts, concepts, code, programs stored as or on, created or used on, or transmitted to or from computer software, inclusive of systems and applications software or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**, data processing devices or any other media which are used with electronically controlled equipment.
10.	**Electrical Installations:**	means machinery and equipment, in or on any **Situation**, 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.
11.	**Excess:**	means the amount that **You** are required to contribute towards a claim. This is also sometimes referred to as the first amount payable or amounts payable by **You**.
12.	**Exterior Fixtures and Fittings:**	means external pipes, externally mounted air-conditioners, walls, gates and fences and other immovable property that is not contained inside the **Building**.
13.	**Indemnity:**	means placing **You** in the same position **You** were in had the **Damage** not occurred. Always subject to the **Terms and Conditions** of this **Policy**. The **Policy** is designed to provide financial compensation in the event of something happening which has been insured against. **You** may not profit from a claim.
14.	**Insured Property:**	means the total of all **Buildings** at the **Situation**.
15.	**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.
16.	**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 Installation**s or battery power to generate electricity.
17.	**Landscaping:**	means services and / or work centred around removing and replacing trees, shrubs, plants, lawns and rockwork following **Damage**.
18.	**Landslip:**	means the downward and / or sideways movement of sloping ground resulting from the action of self-weight stresses and imposed loadings exceeding the available strength of the ground.

19. Law: means any law inclusive of Common Law, Statute, Constitution, Decree, Judgment, Treaty, Regulation, Directive, By-Law, order or any other measure of any Government, Local Government, Statutory or Regulatory Body or Court having the force of law

20. Leaking Pipe: means leakage of a **Pipe** resulting mainly from wear, tear, gradual deterioration, a flaw or latent defect in the **Pipe** or faulty or defective materials.

21. Legally Responsible: means that **You** have both an **Insurable Interest** and are accountable from a legal obligation in respect of **Insured Property** and / or underground services such as water and sewage **Pipes**, telecommunication and power cables at the **Situation** insured under this **Policy**.

22. Limit of Liability: means the limit of **Our Liability** for any one loss or series of losses arising out of one event that is applicable to a **Section** of the **Policy**.

23. Loadshedding: means the planned supply interruption by a National, Regional, Municipal, Local and / or Private entity / body / company who governs, directs, has control and / or provides electricity to **You** or anyone else.

24. 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.

25. Malicious Damage: means **Damage** to **Your** movable or immovable property noted in the **Schedule**, caused intentionally by or through or in consequence of any deliberate, wilful, or wanton acts of any person through visible and / or forcible means.

Malicious Damage is not inclusive of:

1. any **Damage** related to or caused by fire or explosion,
2. any **Damage** intentionally caused by **You** or any other person deemed to be insured in terms of the **Policy**,
3. any **Damage** to **Insured Property** in the process of being stolen, inclusive of parts and/or components of such **Insured Property**,
4. any **Damage** to **Insured Property** while thieves are gaining entrance to or exit from the **Situation** or **Insured Property** thereto,
5. any removal or partial removal, demolition, attempted demolition, or partial demolition of **Your Insured Property**,
6. any consequential or indirect **Damage** of any kind, except for loss of rent where specifically insured,
7. any **Damage** resulting from events listed under the General Exclusions or events listed under any Specific Exclusion relevant to any **Section** of the **Policy**.

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

27. Money: means:

27.1. 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.

27.2. other instruments of a negotiable / monetary nature, **Your** property or property for which **You** are **Legally Responsible** but excluding recharge vouchers such as, however not limited to, cellular phone pre-paid airtime and electricity vouchers.

28. Part: means **Part 1, Part 2 or Part 3** of this **Policy** (as used in the context of the **Policy** structure)

29. Pipe: means a cylinder or tube which forms part of the water or gas reticulation system in the insured **Building**. A **Pipe** is inclusive of all immediate attachments such as connections, valves, junctions and stop cocks. For the purpose of this **Policy** taps, faucets, shower and bath traps, shower roses and irrigation systems do not constitute a **Pipe**.

30. Policy: means the contract of insurance between **Yourself** and **Us** which comprises of this **Policy**, the **Schedule of Insured Values**, information submitted by **You** when applying for this insurance, the **Schedule** and any document issued by **Us** varying the **Policy** cover.

31. Period of Insurance: means the period as stated on **Your Schedule** during which the insurance cover provided by **Us** is in force.

32. Policy Territory: means the Republic of South Africa.

33. Pollutants: means any solid, liquid, gaseous or thermal irritant or contaminant, inclusive of but not limited to smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste. Waste inclusive of material to be recycled, reconditioned or reclaimed.

34. 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.

35. Premium: means the monetary amount payable by **You** as is specified in the **Schedule** to the **Policy**.

36. Proposal: means the information submitted by **You** or on **Your** behalf (together with all accompanying or supplementary information and **Material Facts**) which **We** have relied on to enter into this **Policy**.

37. Rent: means an amount of money calculated on the basis of annual or monthly rent payable by a **Tenant** to **You** which applied immediately before the happening of **Material Damage Perils** to the **Building**.

38. 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.

39.	**Retaining Wall:**	means a structure designed to restrain soil to an unnatural slope. A **Retaining Wall** must be specifically designed for the purpose intended. In the event of a claim, **You** will be asked to provide **Us** with the original plans and specifications by the architect or consulting engineer who designed the wall.
40.	**Schedule:**	means the document that sets out the details of **Your** insurance cover, **Sums Insured**, **Limits of Indemnity**, **Excesses**, **Terms and Conditions**. **We** issue a new **Schedule** every time the cover is renewed or changed.
41.	**Section:**	means those **Sections** listed the index of this **Policy** which is set out in **Part** 3 hereof and only applies if shown in the **Schedule** with a related premium and which must be read in conjunction with **Part** 1 and **Part** 2 of this **Policy**.
42.	**Settlement:**	means the downward movement of a site due to the application of super-imposed loading from a **Building** or the failure of ground compaction or foundations upon which the **Building** is constructed.
43.	**Situation:**	means the location stated in the **Schedule** where the **Insured Property** is this can also be referred to as the risk address.
44.	**Sub Limit of Liability:**	means the maximum amount **We** will pay for a particular benefit, item, loss or claim within a **Section** of the **Policy**.
45.	**Subsidence:**	means the sudden and unforeseen downward movement of a site on which a **Building** stands from a cause unconnected with the loading from a **Building**.
46.	**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**.
47.	**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. Any construction which is non-standard, such as but not limited to thatch, shingles and wood must be referred to **Us** beforehand and **We** must accept this in writing before any cover will be granted, irrespective of whether this applies to the main **Building** or any other part of the structure (such as lapas, gazebos and similar) to which this **Policy** applies.
48.	**Sum Insured:**	means the monetary amount of the **Insured Property** / liability as shown in the **Schedule**, subject to the limits applicable.
49.	**Temporary Accommodation Costs:**	means an amount of money that represents the rental value of the **Insured Property** immediately prior to any loss or **Material Damage Perils**.

50.	**Tenant:**	means an individual or entity that occupies or rents the **Building** from **You** in exchange for the right to use and legally occupy same. The **Tenant** typically pays rent to **You** according to the terms outlined in a lease or rental agreement. The rental or lease agreement specifies the duration of the tenancy, the agreed-upon rental amount and any other terms and conditions governing the use of such **Building**.
51.	**Terms and Conditions:**	means all the terms, conditions, General and Specific Exclusions, Extensions, Limitations and all other clauses forming part of this **Policy**.
52.	**The Company / We / Our / Us:**	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].
53.	**Unoccupied:**	means that the **Building** is empty, disused, unfurnished or no longer in active use by **You** or a **Tenant**. A **Building** will be deemed **Unoccupied** if it has been vacated and there is no current occupant even if a lease has been signed by a new **Tenant** to take occupancy at a future date. Contractors / security guards being on site or sleeping at the **Situation** as stated in the **Schedule** does not constitute occupancy.
54.	**Vacant:**	means that the **Building** (or individual sections thereof) at the **Situation** as stated in the **Schedule** 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.
55.	**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.
56.	**Vehicle:**	means any type of machine on wheels or on caterpillar tracks made or intended to be self-propelled by mechanical power. **Vehicle** does not include ride on mowers and golf carts used at the **Situation**.
57.	**Watercraft:**	means any vessel, craft or thing made or intended to float on or in or travel on, through or under water.
58.	**You, Your, Yours, Yourself:**	means the **Insured** named in the **Schedule**.

TERMS AND CONDITIONS

Aspects common to all **Sections** of the **Policy** are grouped together to avoid repetition.

Your Policy comprises of General and Specific **Terms and Conditions**, General and Specific Exclusions, Extensions and Definitions.

General **Terms and Conditions** apply to the entire **Policy** whereas **Section** specific **Terms and Conditions** apply only to the particular **Section** to which they are relevant.

If there is any conflict between the **Terms and Conditions** that apply to a specific **Section** and the **Terms and Conditions** that apply to the **Policy**, the **Terms and Conditions** that apply to the specific **Section** will prevail.

The **Schedule** is separated into individual **Sections** that pertain to each class of cover. Each **Section** provides detailed information as to the **Sums Insured** and **Limits of Indemnity** applicable to that **Section**.

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.

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. CYBER LOSS LIMITED EXCLUSION (PROPERTY) LMA5410

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. <u>CYBER AND DATA LIMITED EXCLUSION LMA5476 (APPLICABLE TO ALL CASUALTY CLASSES)</u>

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** 4: Personal Legal Liability of this **Policy**.

Regardless of any provision stated in this **Policy** inclusive of any Exclusion, Extension or other Provision which would otherwise override a General Exclusion, 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. CONSEQUENTIAL OR INDIRECT DAMAGE AND / OR LOSS

Subject to the Cover Provided noted under each **Section**, **We** will not provide cover to **You** for consequential or indirect loss or **Damage** 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.

7. FRAUDULENT SCHEME, TRICK, DEVICE OR FALSE PRETENCE

Except for cover provided under **Section 6**: Fidelity Guarantee and Computer Fraud insured hereby, this **Policy** does not cover loss or **Damage** directly or indirectly arising out of, caused by attributed to or resulting from any actual or alleged:

7.1. dishonest, fraudulent, criminal, deliberate or malicious act,

7.2. any fraudulent scheme, trick, device or false pretence practiced on **You** or any person acting on **Your** behalf,

7.3. wilful or reckless breach of any statute, contract or duty,

7.4. conduct intended to cause loss, **Damage**, destruction, liability, cost or expense or conduct engaged in with reckless disregard for the consequences committed by **You** or any person acting with **Your** knowledge, consent or participation or any person entitled to any benefit under the **Policy**, or in which **You** knowingly acquiesced,

7.5. failure to comply with the law,

8. PRE-EXISTING LOSS / DAMAGE

This **Policy** does not cover pre-existing losses and / or **Damage** to any **Insured Property** and / or faults and defects in **Your** property which are known to **You**, or which ought reasonably to have been known to **You**, and not disclosed to **Us.**

9. MATERIAL DAMAGE PROVISO

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:

9.1. Fire, lightning or explosion,

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

9.3. Impact,

9.4. Earthquake or any other natural catastrophe.

10. DAMAGE BY TENANTS

The **Policy** does not provide cover for any **Damage** by **Tenants** discovered after the **Tenant** has vacated the **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. POLLUTION AND CONTAMINATION EXCLUSION

16.1. 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.

16.2. 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**.

17. EXCLUDED RISKS

The **Policy** does not provide cover for any of the events / circumstances listed below (unless stated otherwise to be included and **We** have agreed to this in writing). **You** are reminded that **You** must refer to all Specific Exclusions and events / circumstances under each **Section** to ensure that **You** are aware of what is not covered.

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:

17.1. any computer equipment or any other **Insured Property** failing to perform or function in the manner for which it was designed,

17.2. any loss of **Electronic Data**,

17.3. any loss and / or **Damage** by exposure to magnetic or electromagnetic fields or radiation,

17.4. any illegal use and / or occupation of **Insured Property** that results directly or indirectly from the contravention of any laws of the Republic of South Africa,

17.5. any illegal connections to / from **Insured Property**,

17.6. 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,

17.7. any appropriation,

17.8. any prior acts, events and / or circumstances prior to the inception date of the **Policy** / **Section**,

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

17.10. anything occurring outside the **Policy Territory**,

17.11. any claim brought before foreign courts or foreign judgements (refer to General Condition headed Applicable Law and Legal Jurisdiction),

17.12. any erosion, rust, corrosion, gradual deterioration and / or **Damage** happening over a period of time, depreciation, wear and tear,

17.13. any hail **Damage** to skylights or glass awnings or glass structures exceeding the limit stated in the **Schedule**,

17.14. any loss and / or **Damage** by **Tenants** or any property belonging to any **Tenant**,

17.15. any change in the water table,

17.16. any **Damage** caused by animals,

17.17. any loss and / or **Damage** and / or liability directly or indirectly caused by, or arising from, or aggravated by, or resulting from legal or illegal mining operations or any gas line breaks or explosions.

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

1. ALTERATION TO RISK, MISREPRESENTATION, MISDECRIPTION 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 the **Policy**, **You** continue to have an ongoing obligation to disclose to us any new or change in any **Material Facts. You** must inform **Us** immediately of any change in the risk covered by this **Policy.**

You must advise **Us** of any material alteration to the risk immediately the moment that such change in risk comes to **Your** notice or that of any **Trustee** responsible for **Your** insurance cover.

Alterations which **You** must notify **Us** of are inclusive of (but not limited to):

- alteration to the **Building**,
- removal or weakening of the support to the **Building** by **You** or any other person,
- **Your Insurable Interest** in any **Insured Property** ceasing,
- any change in the occupation of the **Building** or any **Unit** in the **Building** and anything that increases the risk of loss, destruction or **Damage** to the **Building**.
- if **You** are placed into bankruptcy, receivership, administration, business rescue or liquidation.

If **We** accept any alteration to **Your** risk, **We** might ask **You** to pay an additional premium. If **You** do not pay the additional premium, **We** can cancel the **Policy** or change the **Terms and Conditions** in order to exclude the increased risk.

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

2. APPLICABLE LAW AND LEGAL JURSIDICTION

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

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

2.3. 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.

3. ASSIGNMENT – NO RIGHTS TO OTHER PERSONS (UNLESS OTHERWISE AGREED BY US)

You and / or any **Unit Owner** may not assign this **Policy** or any of **Your** rights under this **Policy** without telling **Us**.

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

3.2. 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.

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

4. BREACH OF CONDITIONS

Each condition within this **Policy** and its **Sections** pertains separately to each insured risk and not collectively. Any breach or failure to comply with a condition in this **Policy** will make only the specific **Section** or item related to the breached condition voidable, but only concerning the risk associated with the breach.

5. CANCELLATION

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

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

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

5.3. **Us** giving immediate notice due to alteration, 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 (5.3.) above.

6. CLAIMS

When something happens which, **You** think **You** can claim for, phone **Us** first on the Call Centre number noted on the **Schedule**. This is **Our** claims call centre which, for **Your** convenience, is available 24 hours a day 7 days a week. Alternatively, **You** may obtain a claim form from **Our** website or **Your** broker and submit **Your** written claim.

- If there is **Damage** to **Your Building Our** staff will take immediate steps to assist with any emergency, appoint a service provider and where necessary arrange for a claims assessor to assist **You** with the claim.

- If a third-party alleges that **You** have damaged their property DO NOT admit liability and DO NOT agree to do anything. Tell **Us** and **We** will investigate and deal with the third-party.

- **You** are reminded of the General Condition headed Duty to Take Reasonable Steps and Precautions and that **You** must try to prevent and minimise further **Damage**.

Please follow these instructions:

6.1. 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:

6.1.1. **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:

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

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

6.1.2. **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.

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

6.1.3.1. within 48 hours, or as soon as reasonably possible any fire, impact damage, **Malicious Damage**, fraud, theft or any attempted theft of **Insured Property** or other suspected criminal conduct and obtain a police case number and take all reasonable steps to discover the guilty party and to recover any property,

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

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

6.1.2. Where possible take photographs of any **Damage**.

6.1.3. **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.

6.1.3.1. 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**.

6.2. **Liability**

6.2.1. 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 the liability **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**.

6.2.2. **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**.

6.3. 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**.

6.4. 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.

6.5. **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.

6.6. 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.

6.7. **Settlement of Claims**

6.7.1. **We** elect the method of settlement, but subject always to the **Sum Insured** stated in the **Schedule**.

6.7.2. 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** will always prevail.

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

6.7.4. **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.

6.7.5. 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**.

7. CONSTRUCTION REQUIREMENTS, STATUTORY LAWS AND MAINTENANCE

You warrant that **You** comply with all laws, regulations, by-laws and rules that apply to **Your Insured Property**.

It is a Condition of this **Policy** that any construction on **Your Insured Property** conforms to all relevant laws of the Republic of South Africa for example, National building regulations, NHBRC regulations, municipal by-laws (however not limited to these examples).

We require that:

7.1. **You** comply with all the relevant laws, by-laws, statutory regulations and best practises that may be applicable to **Your** insured risk.

7.1.1. All **Buildings** and structures must be built in accordance with the relevant legislation to which they are subject.

7.1.2. **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.

7.1.3. 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 will result in **Your** claim not being paid.

8. 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.

9. DUTY TO TAKE REASONABLE STEPS AND PRECAUTIONS

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

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

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

9.3. 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

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

9.5. 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.

9.5.1. 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.

If **We** allege that **You** have failed to comply with **Your** duty as set out above, the onus of proving the contrary will rest upon **You** and **We** are entitled to reject **Your** claim.

10. INSURED AMOUNTS LEFT BLANK

No cover will be provided if the premium for this **Policy** has not been received asmentioned under the General Condition headed **Payment of Premium**.
No cover will be provided under this **Policy** or any **Section** if either the **Sum Insured** or the **Limit of Indemnity** shown in the **Schedule**:

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

10.2. has been filled in as “nil”, or

10.3. has been filled in as “not applicable”.

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 **Claims** conditions may result in the rejection of such claim. **You** will be responsible for the costs incurred in **Our** attempts to process such claim.

12. OUR RIGHTS AFTER AN EVENT AND SUBROGATION

12.1. 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:

12.1.1. take, enter or keep possession of any **Insured Property** being the subject of a claim and deal with it in any reasonable manner,

12.1.2. **You** may not dispose of any such **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,

12.1.3. 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,

12.1.4. 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 post mortem examination performed,

12.1.5. **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,

12.1.6. 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.

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

13. OTHER INSURANCES

You must tell **Us** if there is any other insurance policy covering the **Building** or **Common Property Contents**.

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

14. POLICY PERIOD

14.1. Monthly

14.1.1. 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.

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

14.1.3. Once renewal of **Your Policy** is mutually agreed the **Policy** will run monthly as indicated in (14.1.1.) and (14.1.2.) until the next **Policy** renewal.

14.2. Annual

14.2.1. 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**.

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

14.2.3. Once renewal of **Your Policy** is mutually agreed the **Policy** will run annually as indicated in (14.2.1.) and (14.2.2.) until the next **Policy** renewal.

15. 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.

15.1. 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.

15.2. 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.

15.3. Cooling Off Period

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

15.3.1. Cooling Off Period: means:

15.3.1.1. 14 days from the date that **You** receive **Your Schedule** and **Policy** collectively hereinafter termed the "**Policy Contract**" by the means elected by **You** to receive correspondence, or

15.3.1.2. 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 (15.3.1) above, the term "reasonably expected" will not exceed a period of 30 days from inception / **Renewal** / **Variation** (as the case may be), of the **Policy Contract**.

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**.

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**.

15.4. 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.

15.5. 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 **Policy** will be deemed to have been cancelled at:

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

15.5.2. **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:

15.5.3. each 3rd ,

15.5.4. each 6th , or

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

15.6. 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**.

15.6.1. 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.

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

15.6.1.2. 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 date of inception.

15.6.1.3. 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:

15.6.1.3.1. **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:

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

15.6.1.3.1.2. 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.

15.6.1.4. 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.

15.6.2. **Yearly payment in cash**

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

15.6.2.1. 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.

15.6.2.2. 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.

15.6.2.3. 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.

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

15.7. **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 Indemnity** 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)

16. PRESCRIPTION PERIODS (TIME LIMITS)

16.1. 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.

16.2. 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**.

17. RECOVERY

17.1. 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.

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

17.3. 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.

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

18. 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** will forfeit **Your** right to claim or to be indemnified for any claim in terms of this **Policy** for which **We** may have a right of recourse.

19. REINSTATEMENT CONDITIONS

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

19.2. **We** are not obliged to pay for more than the cost of repairing, reinstating, or replacing that part of the **Insured Property** that has been **Damaged**.

19.3. Until expenditure has been incurred by **You** in repairing, reinstating, or replacing the **Insured Property**, **We** will not be liable for any payment more than the amount which would have been payable if these conditions had not been incorporated.

19.4. If the **Building** has architectural features or structural materials of ornamental, historical, or heritage significance, or if the original materials are unavailable, **We** retain the exclusive right to choose between replacing, rebuilding, restoring, or providing a cash settlement (or a combination of these options) for the **Building**. The goal is to achieve an equivalent appearance and capacity, adhering to the original design and utilising the closest equivalent materials.

19.4.1. **Our** obligation is not to replicate precisely or entirely, but rather to do so to the extent permitted by circumstances and in a reasonably sufficient manner. Under no circumstances are **We** obligated to pay more than the **Sum Insured.**

19.4.2. Any payment made will be limited to the actual value of the **Building** considering factors such as the age and condition of the **Building** at the time of **Damage** but never exceeding the **Sum Insured** stated in the **Schedule.**

19.5. **We** will only pay **You** the salvage value, not exceeding the **Sum Insured**, of the **Damaged** building materials in respect of **Buildings** awaiting demolition.

19.6. **We** will only pay for actual **Damage** to **Insured Property** even though it may have been deemed to have been destroyed in terms of Section 17 of the **Act** (as amended or substituted from time to time) and the provisions of that section will not apply with regards to the application or interpretation of this **Policy**.

20. SUSPENSION OF INSURANCE COVER

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

20.1. **You** failing to comply with any construction requirements, statutory laws and maintenance requirements to which this **Policy** is subject,

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

21. 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.

22. YOUR AUTHORISED AND APPOINTED REPRESENTATIVE AND RESPONSIBILITIES OF OTHERS

22.1. **You** agree that the person representing **You** when applying for this **Policy** is authorised to give and receive information on **Your** behalf.

22.2. **You** warrant and agree that any person or entity over which **You** exercise control and / or any authorised and appointed person having care, custody and control of **Insured Property**, will comply with the **Terms and Conditions** contained in the **Policy** and / or **Schedule** as the case may be and **You** agree that in the absence of compliance with the **Terms and Conditions** of this **Policy** that **We** are entitled to cancel the entire **Policy**, a **Section** of the **Policy** or an item insured in terms of the **Policy** or reject any claim under this **Policy**.

GENERAL PROVISIONS

1. SPECIFIC EXTENSION IN RESPECT OF CLAIMS PREPARATION COSTS APPLICABLE TO ALL SECTIONS

1.1. **We** will pay the reasonable costs and expenses, not exceeding the amount stated in the **Schedule** that **You** incur in the preparation of a claim. **We** will only pay these costs and expenses when **We** agree to do so and before they are incurred.

1.2. If the above Extension is not sufficient, **You** can elect additional cover under the **Optional Extension** for Additional Claims Preparation Costs.

1.3. **We** will not pay for fees charged by any public adjuster whom **You** have contracted to act on **Your** behalf in respect of any claim under this **Policy**.

2. INTERESTS OF OTHER PARTIES – MORTGAGEE CLAUSE FOR BANKS AND FINANCIAL INSTITUTIONS

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 **Building** or **Unit** forming part of the **Insured Property** and such **Building** or **Unit** is determined by **Us**, in **Our** sole discretion, to be totally destroyed or lost, then subject to what is set out below, **You** (in this clause meaning the **Body Corporate** or any of the **Unit Owners**) 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 **Building**

or **Unit**, 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:

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

2.2. 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

2.3. **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 **Building** or **Unit** is insured, it will apply to this clause and in such an event, the condition of average applies to the individual **Building** or **Unit** concerned (excluding the owner's interest in the land) and not to the property as a whole.

3. 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**.

3. RISK SURVEYS, INSPECTION AND AUDIT

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 **Situation**.

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

3.1. structural engineer reports or building workmanship reports,

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

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

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

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

3.6. 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.

4. MEANING OF WORDS, POLICY INTERPRETATION & HEADINGS

The **Schedule**, **Policy** and any **Variations** thereto 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.

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**.

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

5. 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.

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.

WARRANTIES

1. FIRE PROTECTION WARRANTY

It is a condition precedent to **Our** liability that:

1.1. all fire-fighting equipment and fire protections at **Your Situation** is installed, maintained and serviced in accordance with the National Building Regulations or Building Standards Act 1977 or any other law as may be contained in the respective Emergency Services Byelaws. The local fire brigade can assist **You** or **You** can contact a registered fire equipment company to give **You** guidance.

1.2. **You** comply with the Law inclusive of all obligations and Regulations imposed by any Authority inclusive of the National Building Regulations or Building Standards Act 1977 or any other law as may be contained in the respective Emergency Services Byelaws.

This Warranty applies whether **You** are the owner, occupier or landlord and it is **Your** ongoing duty in terms of the **Policy** to ensure compliance herewith.

Any non-compliance with this Fire Protection Warranty will result in **Your** forfeiture to claim hereunder.

2. TYPE 2 SURGE PROTECTION DEVICE WARRANTY APPLICABLE TO POWER SURGE (01/11/2023)

2.1. Unless **We** have agreed otherwise it is warranted and agreed that a Type 2 Surge Protection Device must be installed and maintained at the **Buildings** as set out in the **Schedule**. Such installation must be performed by a **Suitably Qualified Electrician**.

2.2. Any cover for **Power Surge** where **You** have not complied with the installation of a Type 2 Surge Protection Device will result in an increased Compulsory **Excess** payable by **You**.

SPECIAL PROVISION RELATING TO LIGHTNING

You will continue to have cover for **Damage** caused by lightning regardless of a Type 2 Surge Protection Device not being installed. However, in cases where a Type 2 Surge Protection Device has been installed and maintained **We** agree to waive the lightning **Excess**.

3. LINKED BURGLAR ALARM WARRANTY
(if stated to be applicable in the Schedule)

3.1. 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:

3.1.1. the Linked Burglar Alarm System must be made fully operative at all times when:

3.1.1.1. the **Premises** constituting the insured premises are **Unattended**,

3.1.1.2. the **Premises** where the **Insured Property** is kept are **Unattended.**

3.2. 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,

3.3. the contract agreement between **Yourself** and the alarm company / supplier must be inclusive of a 24-hour monitored armed response service,

3.4. 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,

3.5. 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,

3.6. this **Policy** will not cover loss of or damage following : -

3.6.1. the use of the arming / disarming code of the alarm panel or remote-control unit of the linked burglar alarm system, or

3.6.2. any duplicate thereof belonging to **You** unless such code or remote control has been obtained by any means of violence.

3.7. **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.

3.8. 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.

SPECIAL EXTENSION IN RESPECT OF SASRIA / NASRIA

We operate an insurance scheme sanctioned by SASRIA (South African Special Risks Insurance Association) whereby all policies are automatically extended to cover the perils insured by SASRIA. **We** issue an insurance **Schedule** in compliance with the scheme as sanctioned by SASRIA and the appropriate premium is remitted to SASRIA accordingly. The premium **You** pay is inclusive of SASRIA.

The SASRIA policy is a standalone policy that provides cover for loss or damage (or any attempts thereat) to **Insured Property** caused by:

1. acts to overthrow or influence any state, government, provincial, local or tribal authority through force, fear, terrorism or violence.

2. acts for political, social or economic purposes intended to cause loss or damage to further political objectives or causes.

3. riots, strikes or public disorder.
4. loss or damage resulting from the actions of any lawfully established authorities in controlling, preventing, suppressing, or dealing with any occurrence falling under point (1-3) listed above.

Looting is not a stand-alone SASRIA peril and will only be considered in terms of SASRIA if it occurs during an active peril for which SASRIA accepts liability.

This cover only applies to the below Sections if you have selected the cover.

Section 1 : Building

Section 2 : Water Apparatus Replacement and Repair

EXTENSIONS

SASRIA does not automatically extend to include the Extensions of cover provided by **Our Policy** and they also do not provide cover for all the Extensions listed under the Clauses and Extensions.

Extensions that do qualify for SASRIA cover are indicated with **(*)** in red text in the heading of the Extension.

You need to specifically request SASRIA for an Extension otherwise **You** will not have any cover in the event of loss or **Damage** caused by a SASRIA event (listed under 1-4 above).

PART 3

SECTION 1: BUILDING

COVER PROVIDED

We will pay for **Damage** to **Your Building**, as set out in the **Schedule**. **Buildings** are only insured if **You** own them or if **You** are **Legally Responsible** for them.

The most **We** will pay in respect of any one claim is the **Sum Insured** as stated in the **Schedule** and **Your Sum Insured** must be sufficient at the commencement of any **Damage** otherwise **You** will be under insured and will be considered as being **Your** own insurer for the difference between the **Damage** amount claimed and the actual value of the **Insured Property** post loss.

CLAUSES AND EXTENSIONS

1. AUTOMATIC REINSTATEMENT OF YOUR SUM INSURED FOLLOWING A LOSS

We will automatically reinstate the **Sum Insured** on any **Insured Property** following a claim for loss or **Damage**. **You** will be charged a pro rata premium.

2. SUBSIDENCE & LANDSLIP

Regardless of anything contained to the contrary as listed under the Specific Exclusions to this **Section**, specifically point (4.5.), **We** will pay for **Damage** to **Your Building and Common Property Contents** caused by sudden and unforeseen **Subsidence** or **Landslip** that occurs during the **Annual Period**. This Extension does not cover:

2.1. any **Damage** to drains, water courses, boundary walls, garden walls, **Retaining Walls**, gates, posts or fences, swimming pools or surrounds, tennis courts unless **You** have asked **Us** to do so and **We** have accepted this in writing,

2.2. any **Damage** caused by or attributable to:

2.2.1. any faulty design, workmanship or construction, or the removal or weakening of support to any **Building** at the **Situation**,

2.2.2. any workmen engaged in making any structural alterations, additions or repairs to any **Building** at the **Situation**,

2.2.3. any excavation on or under land other than excavations in the course of mining operations,

2.2.4. any gradual movement of the site upon which **Your Insured Property** has been constructed,

2.2.5. any insufficient compaction or fill at the site upon which the **Building** has been erected,

2.2.6. any pre-existing conditions or where **You** or a **Unit Owner** have been aware of or suspected that the **Insured Property** is or has been subject to **Subsidence** or **Landslip**.

2.3. any underpinning foundations or any work required to prevent further **Damage**,

2.4. any consequential loss of any kind whatsoever,

2.5. any loss or **Damage** occurring in any of the following geographical areas:

2.5.1. Klerksdorp, Virginia, Welkom, Carletonville, Orkney, Randfontein and all other general mining areas,

2.5.2. Centurion including Irene or any other dolomite area.

2.6. any cause resulting from or in any way connected to any General Exclusion listed in Part 2 of this **Policy**,

For the purpose of this Extension the **Excess** as specified in the **Schedule** will apply to each **Unit** individually and not to the entire **Sum Insured** on the **Buildings and Common Property Contents**. If the **Common Property** is separately identified on the **Schedule**, then any claim for **Damage** to **Common Property** will be separately subject to this **Excess**.

If **We** reject **Your** claim due to any breach of the **Policy Terms and Conditions** the burden of proving the contrary will rest with **You**.

3. BUILDING ON ANOTHER SITE

With due consideration to the General Condition headed Reinstatement Conditions noted under Part 2 of the **Policy**, if **Your Building** is destroyed or is in such a condition rendering it uneconomical to repair, replace or rebuild, **We** will allow **You** to rebuild **Your Building** on another site. **We** will only pay the lesser of:

3.1. the reasonable cost of rebuilding on another site to a condition which is substantially the same but not better or more extensive than the **Building** when new.

3.2. the **Sum Insured** applicable to **Section** 1: **Building.**

4. FLOOR SPACE RATIO

If, following loss or **Damage**, the size of **Your Building** is reduced by any Government Law or Local Authority Byelaw **We** will:

4.1. pay the cost of re-building or repairing the **Damaged** portions of **Your Building** for the reduced size,

4.2. pay in cash the difference between:

4.2.1. the actual cost of rebuilding or repairing the **Damaged** portions of **Your Building** for the reduced size of **Your Building** and,

4.2.2. the estimated cost of rebuilding repairing the **Damaged** portions had the size of **Your Building** not been reduced.

We will not pay more than the **Sum Insured** and **We** will reduce the amount **We** pay **You** by any amount of compensation **You** may receive.

5. DEMOLITION (*)

We will pay the reasonable cost of demolishing and removing any **Building** debris when loss or **Damage** occurs. **We** will not pay more than the percentage / amount stated in the **Schedule** for such claim.

6. PROFESSIONAL FEES (*)

We will pay the reasonable cost of architects, engineers, surveyors and legal fees when loss or **Damage** occurs. **We** will not pay more than the percentage / amount stated in the **Schedule** for such claim.

7. COST OF SUBMITTING PLANS AND OBTAINING BUILDING APPROVALS (*)

We will pay for **You** to make submissions to the following when accidental loss or **Damage** occurs:

7.1. Local Authorities and Local Government authorities,

7.2. Licensing authorities.

We will also pay for the cost of attending any hearing. This is inclusive of the cost of:

7.3. Instructing attorneys liaising with architects, engineers, surveyors or builders,

7.4. Attending **Your** meetings.

8. FIRE EXTINGUISHING COSTS (*)

We will pay the costs and expenses necessarily incurred for the purpose of extinguishing a fire at **Your Building** inclusive of the cost of re-filling fire extinguishers.

9. PUBLIC AUTHORITY REQUIREMENTS (*)

Where **Your Building** is destroyed or **Damaged**, **We** will pay the additional cost incurred by **You** in complying with the requirements of any lawful authority that are imposed after the **Damage** (inclusive of demolition or dismantling) but not more than the **Sum Insured** stated in the **Schedule**. This Extension is subject to the following conditions

9.1. the work of reinstatement must be started and completed within a reasonable period, failing which **We** will not make any payment in respect of the extra cost of reinstatement.

9.2. the work of reinstatement may be carried out wholly or partially at another site, if the requirements of any Lawful Authority makes that necessary.

9.3. where the **Building** is not destroyed, **We** will only pay for the extra costs incurred in reinstating the **Damaged** portion of the **Building**.

9.4. **We** will not pay for the cost of reinstating illegal installations.

10. MORTGAGE DISCHARGE FEES

We will pay up to the amount stated in the **Schedule** for legal costs to discharge **Your** mortgage if **Your** claim is a total loss.

11. LOSS OF RENT (*) / REVENUE (*) AND ALTERNATIVE ACCOMMODATION

We will cover **Your** loss of **Rent** following **Material Damage Perils** and in cases where **You** are the **Building Owner** and **You** occupy the **Building** then **We** will cover alternative accommodation.

For all claims made under this Extension **We** will only pay up to the percentage of the **Sum Insured** stated in the **Schedule** in the aggregate and only for a period until the **Building** becomes tenantable not exceeding a period of 12 months .

This Loss of Rent and Alternative Accommodation Extension is subject to the below conditions.

11.1. In cases where the **Building** is being used and leased for residential purposes, then **We** will pay the actual loss of **Rent** which is due to **You** if the **Building** is leased to a **Tenant** and **You** can prove **Your** rental income.

11.2. If **You** are the **Building Owner** and **You** occupy the **Building** for residential purposes, then **We** will pay for the reasonable rental for equivalent unfurnished alternative accommodation.

Loss of **Rent** / **Revenue** and Alternative Accommodation will not apply if:

1. **You** do not intend on repairing, reinstating or rebuilding the **Damaged** property (refer to the General Condition headed Reinstatement Conditions),

2. there is any outstanding **Rent**,

3. any **Tenant** has left without paying **Rent**,

4. **You** have instituted a claim against any other insurance policy which provides the same or similar cover for loss of **Rent** and this **Policy** will not be brought into contribution with any other insurance policy.

5. **You** have entered into any Air BNB arrangement which has not been previously agreed to by **Us** in writing and **We** have specifically agreed to providing this Extension.

6. If the occupation of the Building is for business, industrial or hospitality business which has not been previously agreed to by **Us** in writing and **We** have specifically agreed to providing this Extension.

The failure or malfunction of **Machinery** will not be considered grounds for rendering a **Building** uninhabitable by a **Building Owner** or untenantable by a **Tenant** and such failure or malfunction will not be accepted by **Us** as a valid reason for making a claim under this Extension.

For the purpose of this provision, the term **Machinery** is inclusive of but not limited to **Water Apparatus** as insured under **Section** 2 headed Water Apparatus Replacement and Repair, air-conditioning units, swimming pool equipment, saunas, spa baths, Jacuzzis, borehole pumps, automatic gates, garage doors, boilers, heat pumps, electrical switchgear, escalators, hoists, and lifts

12. DAMAGE TO GARDENS AND LANDSCAPING (*)

We will pay up to the amount stated in the **Schedule** to remove and replace trees, plants or shrubs and lawns if they are stolen, burnt or the subject of **Malicious Damage** or where **Damage** is caused by a **Vehicle**.

13. REINSTATEMENT OF DOCUMENTS (*)

We will pay up to the **Sum Insured** stated in the **Schedule**:

13.1. to restore **Your** documents, this is inclusive of the information on **Your** documents,

13.2. to replace **Your** documents as blank stationery.

We will only pay when the accidental loss or **Damage** occurs to **Your** documents when they are in **Your Building** and are **Damaged**.

14. REWARD FOR INFORMATION

We will pay a reward for information leading to the successful arrest and conviction of any person found guilty of arson, theft or **Malicious Damage** to **Your Building** up to the **Sum Insured** stated in the **Schedule**.

15. REPLACEMENT OF KEYS AND LOCKS (*)

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 Building** following loss or **Damage**.

Our indemnity is limited to the **Sum Insured** shown in the **Schedule.**

16. EMERGENCY COSTS TO MINIMISE OR PREVENT DAMAGE

We will pay emergency costs up to the **Sum Insured** stated in the **Schedule** necessarily and reasonably incurred by **You** in order to prevent or minimise imminent **Damage** to **Your Building**.

17. TEMPORARY PROTECTION AND SECURITY GUARD COSTS (*)

We will cover expenses that are both necessary and reasonable for the employment of guards to ensure temporary protection and safety of **Insured Property** and the security of occupants while awaiting the repair, replacement, or rebuilding of the **Damaged Insured Property** provided it has been arranged with a registered security company.

This Extension is limited to the maximum days allowed and amount per day as shown in the **Schedule**.

18. FALLEN TREES

We will pay the costs necessarily and reasonably incurred by **You** up to the amount stated in the **Schedule** for removing and disposing of fallen trees and branches that have caused **Damage** to **Insured Property**.

18.1. **We** will not pay any costs for the removal of tree stumps or anything below the ground (such as roots). The cost of removing a tree which is on the verge of falling or which has the potential to cause **Damage** does constitute a claim under this Extension and is specifically excluded from the cover.

19. THEFT OF EXTERIOR FIXTURES AND FITTINGS

Regardless of anything contained to the contrary as listed under the Specific Exclusions to this **Section**, specifically point (**Error! Reference source not found.**), **We** will pay up to the amount stated in the **Schedule** for theft (or any attempt thereat) of **Exterior Fixtures and Fittings** by forcible means.

20. WATER LOSS

We will pay up to the amount stated in the **Schedule** for the cost of water lost through leakage from **Pipes** in any **Unit** or on the **Common Property** where the **Unit Owner** is **Legally Responsible** to pay the charge for such water lost subject to the below provisions:

20.1. **We** will only pay up to an amount equal to the average of the previous four quarterly readings plus 50% of the average but not more than the amounts stated in the **Schedule** in respect of any one claim,

20.2. it is a condition precedent to **Our** liability under this Extension that on discovery of a leak, (by physical evidence of a leakage or on receipt of an abnormally high-water account) that **You** will take immediate action to repair or shut off the **Pipes** affected,

20.3. **We** will not pay for the cost of remedial action including repairs to the **Pipe** affected under this Extension,

20.4. **We** will not pay for loss of water resulting from:

20.4.1. leaking or bursting of taps, **Water Apparatus** (as insured under **Section** 2: **Water Apparatus** Replacement and Repair) or any other water heating apparatus, toilet systems, swimming pools and storage tanks,

20.4.2. leaking inlet or outlet **Pipe** of a swimming pool,

20.4.3. deliberate and /or malicious acts by **You**, or **Your Tenant**,

20.4.4. loss of water if the affected **Unit** is **Unoccupied** for more than 31 consecutive days.

We will not pay for the cost of re-filling swimming pools or other pools or ponds or water tanks whether following a leakage or otherwise.

21. POWER SURGE

Subject to the Type 2 Surge Protection Device Warranty Applicable to **Power Surge** (01/11/2023) and regardless of anything contained to the contrary as listed under the Specific Exclusions to this **Section**, specifically point (**Error! Reference source not found.**), **We** will pay up to the amount stated in the **Schedule** for **Damage** to the **Buildings** caused by **Power Surge**. **Damage** to appliances will be limited to the replacement of the **Damaged** part. If **We** cannot replace the part, **We** will pay **You** the equivalent amount in cash. **We** will not pay for the replacement of or repair to any undamaged portion of the property.

22. ADDITIONS AND ALTERATIONS (*)

Regardless of anything contained to the contrary as listed under the Specific Exclusions to this **Section**, specifically point (**Error! Reference source not found.**), **We** will pay for loss or **Damage** to property being constructed or installed at the **Situation** provided that the contract value does not exceed the amount stated in the **Schedule**.

Further provided that:

22.1. **We** will not provide cover for any **Damage** which is more specifically insured by any other policy covering the **Insured Property** while it is under construction. Any Contractor's All Risks or Contractor's Works insurance policy is considered as being more specifically insured and **We** will not contribute to any claim and / or any dual insurance provisions.

22.2. the existence of this Extension must under no circumstances be disclosed to any contractor or any other Third Party the intention being that **You** claim on behalf of such contractor or Third Party,

22.3. this Extension does not provide any cover for the benefit of any contractor or Third Party,

22.4. Free issue materials, temporary works (such as but not limited to scaffolding, formwork, temporary supports, falsework, temporary bracing, and other structures or systems designed to assist in the construction process which do not form part of the permanent structure after completion of construction) and any property being the contractor's own plant and equipment is not covered by this Extension,

22.5. Temporary and offsite storage is not covered,

22.6. **Our** acceptance to provide cover under this Extension does not waive any rights of recourse against such contractor or Third Party.

23. RETAINING WALLS

Regardless of anything contained to the contrary as listed under the Specific Exclusions to this **Section**, specifically point (**Error! Reference source not found.**), **We** will pay up to the amount stated in the **Schedule** for **Damage** to **Retaining Walls** by storm, wind, water, hail, snow or flood provided that the wall has been designed and constructed as a **Retaining Wall**. In the event of a claim **You** will be asked to provide **Us** with the engineer's plans, specifications or drawings for the **Retaining Wall**.

24. HAIL DAMAGE TO SKYLIGHTS, GLASS AWNINGS OR GLASS STRUCTURES

Regardless of anything contained to the contrary as listed under the Specific Exclusions to this **Section**, specifically point (**Error! Reference source not found.**), **We** will pay up to the amount stated in the **Schedule** for **Damage** to skylights, glass awnings or glass structures by hail.

OPTIONAL EXTENSIONS – ONLY INSURED IF SELECTED BY YOU AND AN ADDITIONAL PREMIUM PAID

1. ADDITIONAL CLAIMS PREPARATION COSTS (*)

We will pay in addition to the amount stated in General Provision headed Specific Extension in respect of Claims Preparation Costs applicable to all **Sections** such further **Sum Insured** as stated in the **Schedule** for additional Claims Preparation Costs.

2. ESCALATION EXTENSION (*)

During each **Annual Period** the **Sum Insured** will be adjusted based on a percentage specified in the **Schedule**, calculated proportionally to the number of days since the period began. These adjustments apply only to **Sums Insured** at commencement of the **Annual Period**, unless otherwise agreed.

At each **Renewal Date You** must inform **Us** of the **Sum Insured** for the upcoming **Annual Period** and the percentage increase needed for that period. Failure to do so will result in the termination of these provisions.

The additional premium for this extension will be 50% of the premium resulting from applying the specified percentage to the annual premium of the **Sum Insured** covered by this Extension.

3. INFLATION EXTENSION (*)

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 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 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 Extension will not exceed the last day of the next **Annual Period.**

The additional premium for this extension will be 25% of the premium resulting from applying the specified percentage to the annual premium of the **Sum Insured** covered by this Extension.

4. **OWNERS FIXTURES AND FITTINGS (NOT OTHERWISE INSURED)**

Regardless of anything contained to the contrary as listed under the Specific Exclusions to this **Section**, specifically point (**Error! Reference source not found.**), **We** will pay up to the amount stated in the **Schedule** for unfixed / movable floor coverings, curtains and window coverings inside a **Unit** which **You** own or for which **You** are **Legally Responsible.**

5. **INSTALLED SOLAR SYSTEM EXTENSION (*)**

5.1. Unless **We** have agreed otherwise **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.

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

5.3. It is a requirement precedent to any cover that all the **Terms and Conditions** of this **Optional Extension** 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.

5.4. 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 their own insurance policy which is inclusive of liability covering the installation, testing and commissioning of such installation.

5.5. **We** will only cover costs for **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.

5.6. 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**.

5.7. 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 under the **Policy** 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 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 **Damage** is more specifically insured against under any other **Extension** or provision insured under this **Policy**, cover under this **Installed Solar System Extension** 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 Insured 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, and **We** will be entitled to reject **Your** claim.

SPECIFIC EXCLUSIONS APPLICABLE TO THIS INSTALLED SOLAR SYSTEM EXTENSION

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 other Extension or provision,

4. any installation which increases the hazard to the structural design and load bearing capacity of the **Building / Unit**, 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 points (1-4) above,

6. any theft or attempted theft which is not accompanied by forcible and violent means, unless **We** have waived the theft or attempted theft requirement and this is noted as being 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 Extension** 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.

SPECIFIC CONDITIONS

AVERAGE

If the **Building** is, at the commencement of any accidental loss or **Damage**, collectively of greater value than the **Sum Insured** thereon, then **You** will be liable for the difference and will bear a ratable share of the loss accordingly. Every item, if more than one, will be separately subject to this Condition.

MATCHING OF FLOOR AND WALL COVERINGS

We will pay for the replacement of **Damaged** flooring or wall coverings in the room or passage that the **Damage** actually occurred. **We** will try to match any materials used to repair **Your Building** to the original materials. If **We** cannot, **We** will use the nearest equivalent materials available to match the original materials. **We** will not pay any costs for replacing undamaged property. If the proposed repair or replacement is not acceptable to **You**, **We** will pay in cash the equivalent cost that **We** would have paid to match the original materials. Under no circumstances will we pay for compatibility costs howsoever arising.

SPECIFIC EXCLUSIONS

We will not pay for:

1. any consequential loss of any kind except if it is specifically covered,

2. any legal liability of any kind,

3. any **Damage** to:

3.1 any **Building** which is vacated and undergoing or intended for demolition,

3.2 any **Building** or other **Insured Property** which is in the course of construction, erection, alteration or addition,

3.3 any marinas, docks, wharves and piers,

3.4 **Money**,

3.5 moveable property in the open air,

3.6 any swimming pools, spas, Jacuzzis or their surrounds caused by movement of their foundations or structure,

3.7 any skylights, glass awnings or glass structures by hail,

3.8 any **Retaining Wall** by storm wind, water, hail, snow or flood.

3.9 any unfixed / movable floor coverings, curtains and window coverings inside a **Building**,

4. any **Damage** arising directly or indirectly out of or in any way connected with:

4.1 any change in texture or finish,

4.2 any creeping, heaving or vibration,

4.3 any cracking or collapse of **Buildings** unless caused by an event that is not excluded from cover,

4.4 any demolition ordered by any lawful authority due to **Your** failure to obtain the necessary building, construction or development consents or permits,

4.5 any erosion, **Subsidence**, **Landslip** or any other earth movement or collapse unless the **Damage** arises out of an earthquake or seismological disturbance, explosion or physical impact by aircraft,

4.6 any error, omission or failure in design, plan or specification,

4.7 any faulty materials or defective or faulty workmanship,

4.8 any hydrostatic pressure or changes in the water table,

4.9 any incorrect siting of any insured **Building**,

4.10 any inherent vice or latent defect,

4.11 any kidnapping, bomb threat, threat of contamination, hoax, extortion or any attempt thereat,

4.12 any theft unless accompanied by violent and forcible entry into or exit from the interior of an insured **Building** or portion thereof. **Damage** to perimeter walls, gates and fences does not constitute violent and forcible entry into or exit from the interior of a **Building**,

4.13 any denting, chipping or scratching not affecting the operation of the **Insured Property**,

4.14 any lack of maintenance or any other failure to keep any **Insured Property** in good repair,

4.15 any **Insured Property's** own mechanical, hydraulic, electrical or electronic breakdown or derangement,

4.16 any **Power Surge**,

4.17 any mildew, mould, contamination, disease, wet or dry rot, change of colour, oxidation, evaporation, dampness of atmosphere or variations in temperature,

4.18 any seepage, normal settling, shrinkage or expansion in **Buildings** or foundations, walls, pavements, roads and other structural improvements,

4.19 any removal or weakening of support of foundations by **You** or any other person for the purpose of construction, alterations, additions, renovations or repair,

4.20 any storm, wind, water, hail, snow, theft, attempted theft or **Malicious Damage** to an insured **Building** undergoing renovation, repair or alteration if the building is not fully roofed or the window and door openings are not closed. This is inclusive of repairs to a **Building** following insured **Damage**,

4.21 any roots of trees, shrubs or other plants,

4.22 any spontaneous combustion, fermentation or heating or any process involving the direct application of heat but that this exclusion will only apply to the item or items immediately affected,

4.23 smoke, dirt, dust or smut from industrial operations or construction sites,

4.24 the actions of or by animals, birds, vermin, moths, insects, termites or other pests or domestic pets inclusive of the soiling thereby,

4.25 any leakage of baths and showers, bath and shower traps, failure of grouting and waterproofing,

4.26 any blocked drains, waste or sewerage pipes, but not the resultant sudden and unforeseen **Damage** to the **Building**,

4.27 any tenting or lifting of tiles unless caused by an event not excluded from cover,

4.28 any wear and tear, gradual deterioration, corrosion, rust or oxidation, fading, chipping, scratching or marring or developing flaws, concrete or brick 'cancer',

4.29 any normal upkeep or making good actual physical loss of, or **Damage** to **Insured Property** by a cause provided for in terms of this **Policy**.

5. any theft, attempted theft or **Malicious Damage** to the **Building** if it has been **Unoccupied** for more than 30 consecutive days unless **You** obtain **Our** written agreement to continue this cover before the unoccupancy commences. During the first 30 days of unoccupancy, **You** will be liable for 20% of any claim or such other amount as may be stated in the **Schedule**.

6. any cost of removing or the disposal of any undamaged portion of the **Insured Property** that is constructed of or contains **Asbestos** or **Asbestos** related products.

7. any cause resulting from or in any way connected to any other General Exclusion in terms of the **Policy**.

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.

SECTION 2: WATER APPARATUS REPLACEMENT AND REPAIR

Definitions (in addition to the definitions described in *Part 2*)

1. Boiling Water Dispenser: means an instantaneous water heater primarily for boiling water (e.g. HydroBoil).

2. Direct Thermosiphon system: means a close couple system where the tank and collector are not able to be separated and there is no heat transfer liquid present.

3. Electric Demand Heater: means an instantaneous water heater which is activated on demand.

4. Gas Water Heater: means water heating devices which are powered / heated by gas.

5. Heat Pump: means a water heating system inclusive of compressor, electronic control device, evaporator and circulating pump but does not include integrated heat pump systems where the hot water cylinder and heat pump are combined.

6. Indirect Thermosiphon system: means a system where the tank has a jacketed layer around the cylinder that is filled with heat transfer liquid that circulates through the collector via natural convection heating up as it absorbs solar energy.

7. Solar Water Apparatus: means a water heating device that uses solar heat energy to produce hot water and comprises of solar collectors and related piping, other than a system described under the term **Indirect Thermosiphon system** noted above.

8. Under and Over Basin Units: means water heaters which are not on a dedicated electrical circuit.

9. Water Heaters without Inbuilt Storage: means a water heating device which does not have a cylinder / storage component.

10. Water Apparatus: means :

10.1 the water heating system comprising of the hot water cylinder (which is the main vessel for storing heated water),

10.2 the temperature and pressure valve to regulate the temperature and pressure within the system for safety,

10.3 the expansion control valve to manage expansion of water within the system to prevent overpressure,

10.4 the isolating valves to facilitate maintenance and repair by isolating the system from the water supply,

10.5 vacuum breakers to prevent the formation of a vacuum within the system,

10.6 the pressure control valve which regulates water pressure within the system,

10.7 mounting brackets and hangers for securely mounting the system in place,

10.8 drip tray to catch / collect any potential leaks or condensation,

10.9 thermic insulation to provide thermal protection to conserve heat,

10.10 Pipe work connected to and from the system, extending not more than 1 meter before and after the unit and the connection to the electricity supply on the distribution board via a fused outlet, with the flex permanently connected.

COVER PROVIDED

We will provide cover for You **Water Apparatus** against sudden and unforeseen bursting and overflowing or if it suddenly fails or stops working.

SPECIFIC CONDITIONS

1. It is a condition precedent to any cover provided that all **Water Apparatus** must comply with the relevant legislative standards at the time of installation, maintenance repairs and replacements

2. **You** are expected to comply with the supplier's warranty regarding maintenance of the **Water Apparatus** and its components and **We** will not pay for repairs or replacements where **You** have not done so.

3. **You** are urged to arrange an annual inspection of **Water Apparatus** to ensure that they remain in good working order. Sacrificial anodes and other wearing parts should be replaced before they fail.

4. If **We** are unable to repair or replace **Your Water Apparatus** for whatever reason **We** may pay to **You** the maximum amount of what **We** would have paid to repair or replace such **Damage** similar to the original but never exceeding **Our Water Apparatus** limits stated in the **Schedule**. Once **We** settle such claim and **We** will under no further obligation in relation to such claim.

OPTIONAL EXTENSIONS – ONLY INSURED IF SELECTED BY YOU AND AN ADDITIONAL PREMIUM PAID

1. ADDITIONAL COSTS

We will pay the additional costs to alter the fabric of the **Building** which are reasonably and necessarily incurred by **You** in order to facilitate the installation of a replacement **Water Apparatus** not exceeding the amount stated in the **Schedule**.

SPECIFIC EXCLUSIONS

We will not pay for:

1. any amount that exceeds the amounts stated in the **Schedule**,

2. any loss or **Damage** arising from faulty or defective design,

3. any costs incurred by you for normal maintenance and repair,

4. consequential loss of any kind whatsoever,

5. any item forming part of the **Water Apparatus** and attachments covered by a guarantee,

6. any part or component of a solar installation or heat pump,

7. any additional costs incurred by **You** in accessing a **Water Apparatus** for the purpose of replacement or repair,

8. any **Water Heaters Without Inbuilt Storage**,

9. any **Direct Thermosiphon systems,**

10. any **Boiling Water Dispenser**,

11. any **Under and Over Basin Units**,

12. **Heat Pumps** (unless specified as a separate item and accepted by **Us** in writing),

13. **Electric Demand Water Heaters**,

14. **Gas Water Heaters** (unless specified as a separate item and accepted by **Us** in writing),

15. **Solar Water Apparatus** (unless specified as a separate item and accepted by **Us** in writing),

16. **Indirect Thermosiphon systems** (unless specified as a separate item and accepted by **Us** in writing),

17. **Pool Heaters,**

18. any cost incurred by **You** in making a **Water Apparatus** compliant with any applicable legislation,

19. any additional costs incurred due to incompatibility howsoever arising.

20. any cause resulting from or in any way connected to any other General Exclusion in terms of the **Policy**.

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.

SECTION 3: MACHINERY BREAKDOWN

Definitions (in addition to the definitions described in *Part 2*)

1.	**Breakdown:**	means sudden and accidental **Damage** to any machine or part thereof resulting in the actual breaking, seizing, deformation or burning out of any part of a machine causing stoppage of the functions thereof and necessitating repair or replacement before it can resume its normal function.
2.	**Machine:**	means air-conditioning plant, swimming pool machinery, saunas, spa baths, Jacuzzis, borehole pumps, automatic gates, garage doors, boilers, heat pumps, electrical switchgear, escalators, hoists, lifts and transformers forming part of the **Buildings**.

COVER PROVIDED

We will pay up to the amount stated in the **Schedule** for any physical loss or **Damage** to any **Machine** located at the **Situation** resulting from its breakdown.

SPECIFIC CONDITION

1. COMPREHENSIVE MAINTENANCE AGREEMENT

1.1. **You** agree 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.

2. AVERAGE

If the **Sum Insured** on any item is, at the commencement of any accidental loss or **Damage**, collectively of greater value than the **Sum Insured** thereon, then **You** will be liable for the difference and will bear a ratable share of the loss accordingly. Every item, if more than one, will be separately subject to this condition.

3. BASIS OF SETTLEMENT

3.1. Where the **Damaged Machine** can be repaired, **We** will pay to repair the item to its condition immediately before the **Damage**. If **You** have already repaired the machine, **We** will pay the costs incurred by **You**.

3.2. Where a **Machine** is totally destroyed, **We** will either pay the value of the **Machine** immediately prior to the **Damage** or supply the same or similar **Machine** with the same capacity.

SPECIFIC EXCLUSIONS

We will not pay for:

1. any **Damage**, defects or defective insulation due to the wearing away or wearing out of any part of a **Machine** caused by or naturally resulting from ordinary use or working,

2. any gradually developing flaws, defects, defective insulation and cracks or partial fractures in any part which do not cause immediate stoppage and necessitate repair or replacement although at some future time repair or renewal of the parts affected may be necessary,

3. any replacement or repair of fuses collecting brushes overload protection devices or electrical contacts at which sparking or arcing occurs in ordinary working,

4. the tightening up or refitting or renewal of keys,

5. any erosion or corrosion of valves and seatings,

6. the replacement of transformer or switch oil, unless caused by a breakdown,

7. any explosion (which does not include the bursting nor disruption of turbine compressor engine or hydraulic cylinders, flywheels or other parts subject to centrifugal force transformers or oil immersed switchgear),

8. the escape of water from apparatus containing water (other than apparatus or appurtenances forming part of the **Insured Property** or directly connected therewith),

9. any **Damage** to or replacement or repair of foundations, brickwork and masonry and/ or steel structures forming part of any conveyor system,

10. any **Damage** to or replacement or repair of electric heating elements, fuses, glass bulbs, tubes, valves, electronic components or circuitry,

11. any **Damage** to or replacement or repair of cutting tools, drills, saw blades, abrasive wheels or discs, dies, moulds, flexible piping, flexible drives or expendable parts,

12. any **Damage** resulting from imposition of abnormal conditions directly or indirectly relating to testing, intentional overloading or experiments,

13. any loss or **Damage** caused by operation of a **Machine** when in a materially defective condition and/ or loss or **Damage** and/ or liability caused by **Your** wilful act or **Your** wilful neglect,

14. consequential loss of any kind whatsoever.

15. any loss of or **Damage** to:

15.1. exchangeable tools (for example but not restricted to dies, moulds, engraved cylinders and roles, punches, stamps),

15.2. 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),

16. any loss or **Damage** due to:

16.1. fire,

16.2. direct lightning,

16.3. explosions inclusive of chemical explosion,

16.4. extinguishing of a fire or subsequent demolition,

16.5. aircraft or other aerial devices or articles dropped therefrom,

16.6. theft or attempts thereat,

16.7. collapse of **Buildings**,

16.8. wind, storm, water, flood, inundation, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption or similar natural catastrophes,

16.9. sonic shock waves,

17. any loss or damage for which a supplier, maintenance vendor, contractor or repairer is responsible either by law or under contract or otherwise,

18. any cause resulting from or in any way connected to any other General Exclusion in terms of the **Policy**.

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.

SECTION 4 : PERSONAL LEGAL LIABILITY

Definitions (in addition to the definitions described in *Part 2*)

1.	**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**.
2.	**Bodily Injury**	means death, physical injury, mental injury, illness (mental or physical) or disease of or to **Any Person**.
3.	**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.
4.	**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.
5.	**Domestic Employee**	means a person employed under a contract of service with **You**.
6.	**Event**	means any circumstance or incident which may give rise to a claim for indemnification as insured under this **Section** of the **Policy**.
7.	**Legal Costs**	means costs, charges and expenses which **We** incurred or which **You** incurred with **Our** prior consent: **7.1.** 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 **Injury** or **Damage,** or other personal legal liability as insured in terms of this **Section** of the **Policy**. **7.2.** 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**.
8.	**Product**	means any tangible property (including containers and labels) after it has left **Your** custody or control which has been designed, specified, formulated, manufactured, constructed, installed, 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.

COVER PROVIDED

We will provide compensation up to the amount stated in **Your Schedule** inclusive of **Legal Costs** (provided that **We** agree in writing before **You** incur such **Legal Costs**) which **You** incur in the defence of any action brought against **You** for an **Event** for

which **You** become legally liable to pay **Damages** for accidental sudden, unintended and unforeseen **Bodily Injury** or **Damage** occurring during the **Annual Period**, to the extent that such liability is not indemnifiable in terms of another Insurance policy.

TERRITORIAL LIMITS

The Republic of South Africa.

CLAUSES AND EXTENSIONS

1. WRONGFUL ARREST

If **You** become legally liable to pay for **Damages** resulting from the wrongful arrest or alleged wrongful arrest which arises out of **Your** activities as a member of a neighbourhood watch or a block watch group or a similar voluntary non-profit organisation, **We** will provide compensation up to the amount as stated in **Your Schedule** for any one **Event** or series of **Events** arising out of the same circumstances, inclusive of **Legal Costs** which arise during the **Annual Period**.

2. LIABILITY TO DOMESTIC EMPLOYEES

We will indemnify **You** for **Your** personal legal liability due to accidental **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** are agreed to by **Us** in writing and will not exceed the amount stated in the **Schedule** for any one **Event** during the **Annual Period**.

It being agreed and understood that this Extension will not apply to any liability or costs associated therewith or in any way connected to compensation provided by any statutory enactment, regardless of whether the applicable legislative fund is incapable of providing such compensation and will also not provide or contribute to any other policy covering the same liability.

3. SECURITY COMPANIES/ GARDEN SERVICES

We will indemnify **You** for legal liability assumed in terms of a written contract entered into with an entity providing security, armed response services or garden services, in respect of the **Situation** insured under **Section** 1: **Buildings** up to the amount stated in **Your Schedule**. Provided that **We** will not indemnify **You** for legal liabilities relating to or arising from or in any way associated with the ownership, possession, use or handling of any firearm, inclusive of air guns.

4. BUSINESS PREMISES LIABILITY

We will indemnify **You** for legal liability up to the stated in **Your Schedule** where **You** become legally liable due to an **Event** that occurs at the **Situation** insured under **Section** 1: **Buildings** whilst conducting business, provided **We** have been informed and accepted the nature of **Your** business activities in writing beforehand.
This Extension will not provide any cover if:

4.1. the **Event** is insured by another policy and will also not contribute with such other policy,

4.2. **You** have legal liabilities relating to or arising from or in any way associated with:

4.2.1. **Any Person** employed by **You** under a contract of service or apprenticeship and arising from and in the course of such employment by **You**,

4.2.2. any **Bodily Injury** or **Damage** due to **Defective Workmanship** relating to **Your** business,

4.2.3. any advice, treatment or service of a professional nature given or administered, by or at **Your** direction,

4.2.4. any **Product** relating to **Your** business,

4.2.5. the ownership, possession, use or handling of any firearm, inclusive of air guns.

5. LEGAL EXPENSES FOR BREACH OF STATUTE

Subject to **Our** prior agreement **We** will pay **Legal Costs** and disbursements for which **You** may become liable to pay or incur in defence or appeal in connection with proceedings that are first commenced against **You** during the **Annual Period** and reported to **Us** in accordance with the General Condition headed Claims related to any alleged breach of any Occupational Health and Safety legislation.

Provided that **We** will not pay any **Legal Costs** and disbursements incurred or payable in connection with any proceeding:

5.1. where **You** have not obtained **Our** prior written consent to the incurring of those legal costs and disbursements.

5.2. where **You** were aware or ought reasonably to have been aware of facts, matters or circumstances potentially giving rise to a claim prior to the **Policy** period.

5.3. in which relief is sought by way of penalty, fine or aggravated, exemplary or punitive **Damages**,

5.4. in which defamation, libel or slander is alleged,

5.5. in which fraud or dishonesty is alleged,

5.6. in which a conflict of interest is alleged,

5.7. in which a failure to obtain insurance or appropriate insurance is alleged,

5.8. claiming compensation or an award of **Damages**,

5.9. relating to any matter where insurance cover is available under another section of this Policy, regardless of whether such cover was not taken out.

6. TRUSTEES & MEMBERS LIABILITY

Specific definitions for this Extension:

6.1. **Claim** means each separate act, error or omission contained in a written demand received by **You** or contained in any legal or arbitration proceedings served on **You** claiming compensation against **You**.

6.2. **Loss** means an award of compensatory **Damages** made by a competent court or tribunal inclusive of third-party costs or any settlement incurred with **Our** prior written consent. Loss does not include:

6.2.1. Director or employee remuneration, benefits, stock or share options or severance payments.

6.2.2. Taxes, fines or civil, regulatory or criminal penalties.

6.2.3. Punitive, aggravated or exemplary **Damages**.

6.2.4. Any amount for which **You** are not financially liable or which are without legal recourse to **You**.

6.2.5. Any matter which may be deemed uninsurable

We will pay for any **Loss** inclusive of defence costs and expenses incurred by **You** or on **Your** behalf with **Our** prior written consent, up to the amount stated in **Your Schedule**, if **You** become legally obligated to pay as a result of a **Claim** occurring and first made during the **Annual Period**, against **You** for an insured **Event** or a **Wrongful Act** committed by **You**, whilst acting in **Your** personal capacity as a Trustee, Governor, Member, Director or Officer of a formally and legally registered:

1. Non-profit organisation,

2. Charity,

3. Body corporate,

4. Homeowners Association,

5. Educational (Schools and Tertiary) institution.

and **You** are not being remunerated in any way for holding such position, and the appointment of such position has been made formally with written authority.
This cover will not apply if the insured **Event** or **Wrongful Act** is covered by another insurance policy.

LIMIT OF LIABILITY FOR TRUSTEES & MEMBERS LIABILITY

The **Limit of Liability** stated in the **Schedule** is the aggregate limit of **Our** liability for all **Losses**, inclusive of defence costs under the **Policy** as a result of all **Claims** first made against **You** during the **Annual Period**. The payment of defence costs will reduce and may exhaust the **Limit of Liability** as stated in the **Schedule**.

SPECIFIC EXCLUSIONS FOR TRUSTEES & MEMBERS LIABILITY

We will not provide cover for legal liabilities relating to or arising from or in any way associated with:

1. any circumstances known to **You** at the inception date of this **Policy** which could reasonably have been foreseen to give rise to a claim against **You**.

2. any circumstances occurring or alleged to have occurred prior to the inception date of this **Policy**.

3. **You** gaining any personal profit, advantage, remunerations or reward to which **You** are not legally entitled to,

4. any **Claims** made against **You** by **Your** family or extended family or Nominees.

5. the giving of professional advice or service whether or not for remuneration or any act, error or omission relating thereto.

SPECIFIC EXCLUSIONS

We will not provide cover for legal liabilities relating to or arising from or in any way associated with:

1. any loss of or **Damage** to property belonging to **You**, family members permanently residing with **You** or **Your** domestic employees, or any employee or in **Your** possession or under **Your** control,

2. any family member permanently residing with **You** or financially dependent on **You** or any person acting in the course of their employment with **You** at the time of the **Event**,

3. any of **Your** directors, members, trustees or beneficiaries, or their family members permanently residing with them if **You** are a Company, Close Corporation or Trust,

4. any employment, trade, apprenticeship, business, profession,

5. any use of or interference with support to land, buildings or any other property,

6. any liability or claim that arises from any legal liability **You** may have as the result of having entered a contract or agreement, unless such liability would in any event have ensued without entering into such contract,

7. any wilful, dishonest, fraudulent, criminal or **Malicious Damage** or act,

8. any **Damages** awarded against **You** in any judgment or cost and expenses of litigation recovered by any claimant who institutes action in a court outside of the Republic of South Africa, except a judgment confirmed or cost and expenses of litigation recovered by any claimant in a court of the Republic of South Africa,

9. any costs and expenses incurred after **You** or the claimant has accepted an offer by **Us** to settle the claim in full, or for a lesser amount than **We** believe the claim can be settled for, or the maximum amount for which the **We** are legally liable,

10. any penalties or fines, or for any criminal offences or criminal judgment against **You**,

11. the unlawful ownership, possession, use or handling of any unlicensed firearm inclusive of air guns,

12. any loss of or **Damage** to or attributable to animals, other than domesticated animals, inclusive of horses, owned by **You** or in **Your** possession or control,

13. any condition directly or indirectly caused by or associated with Human Immune Virus (HIV) or any mutations, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any syndrome or condition of a similar kind,

14. any infectious or other disease,

15. any seepage, pollution or contamination; the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances, unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected accidental event,

16. the ownership, possession, use or handling of any motor vehicle, caravan, trailer (other than unattached trailers), aircraft, drone or watercraft (other than model aircraft, surfboards or paddle skis) owned by or in the custody or control of **You** or **Your** domestic staff,

17. any loss or **Damage** covered by any other insurance policy,

18. any loss or **Damage** which forms the subject of any Compulsory Statutory Insurance,

19. 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.),

20. any **Damages** in respect of judgments, awards or settlements made in Australia, 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).

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) Contract Works	Motor 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.

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