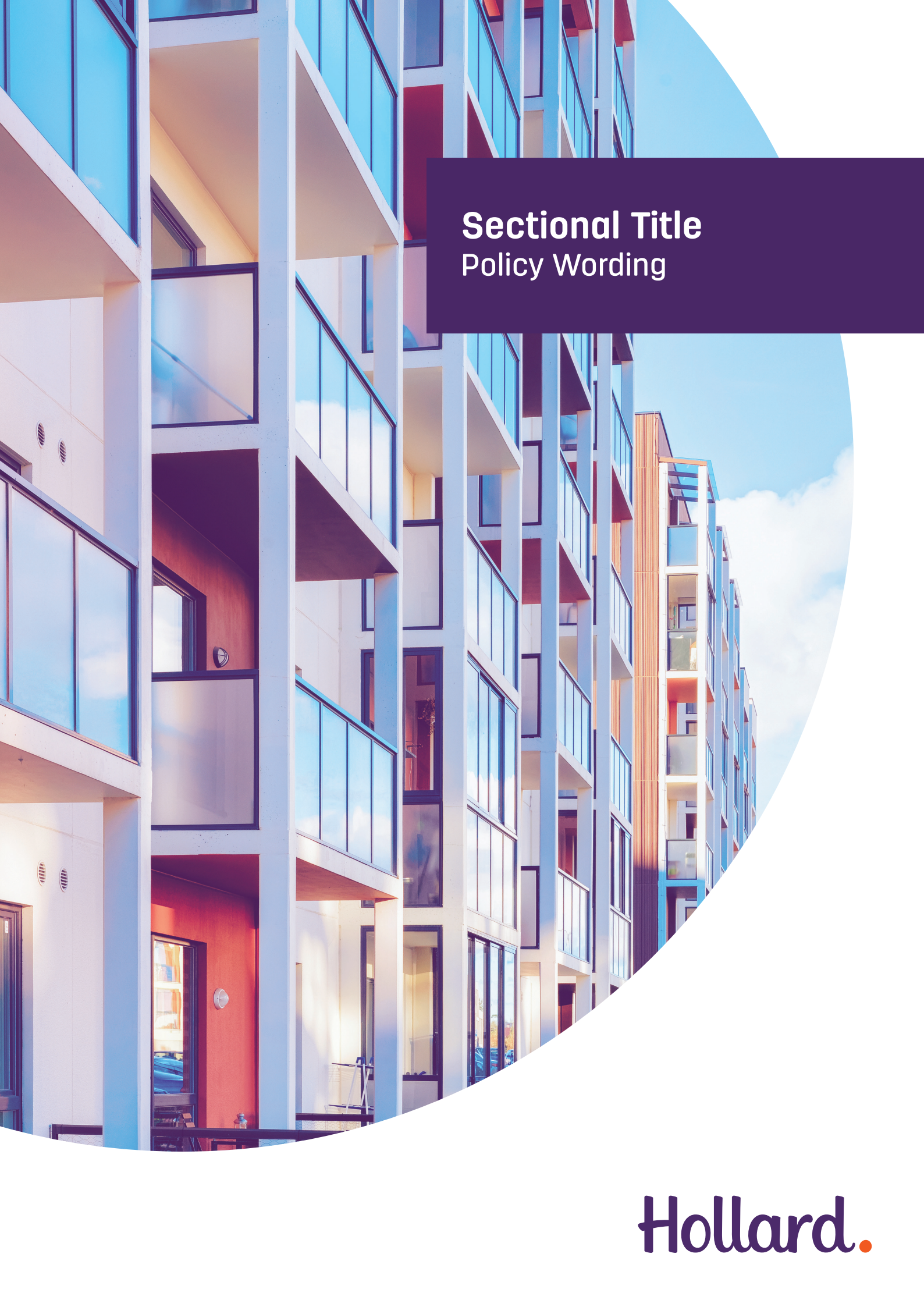


Sectional Title
Policy Wording

Hollard.

CONTENTS

INSURANCE CODE OF CONDUCT 2
ABOUT YOUR UNDERWRITING MANAGER 4
GENERAL DEFINITIONS, EXCEPTIONS, CONDITIONS AND PROVISIONS 5
PROPERTY COMBINED 23
GEYSERS ALL RISKS 35
OFFICE CONTENTS 37
BUSINESS INTERRUPTION 44
MONEY 48
COMMERCIAL CRIME 52
BUSINESS ALL RISKS 59
ACCIDENTAL DAMAGE 62
PUBLIC LIABILITY (CLAIMS-MADE BASIS) 67
UMBRELLA LIABILITY (CLAIMS-MADE BASIS) 77
EMPLOYERS' LIABILITY (CLAIMS-MADE BASIS) 87
CYBER INSURANCE (CLAIMS-MADE BASIS) 90
MOTOR 99
ELECTRONIC EQUIPMENT 112
MACHINERY BREAKDOWN 121
SOLAR POWER 124
IMPORTANT INFORMATION 132

INSURANCE CODE OF CONDUCT

Hollard proudly supports the South African Insurance Association (SAIA) Code of Conduct.

The purpose of the Code is to raise standards of practice and service in the general insurance industry. The objectives of the Code are:

1. to promote better, more informed relations between insurers and their customers;
2. to improve consumer confidence in the general insurance industry;
3. to provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
4. to commit insurers and the professionals they rely upon to higher standards of customer service.

Information on the Code is available from the nearest Hollard office or from SAIA.

Hollard's commitment to service

Hollard has adopted and supports the Code and is committed to complying with it. Contact Hollard for more information about the Code.

How to resolve a complaint or dispute

If the Insured does not agree with Hollard's decision, there are a couple of options available to the Insured. While the Insured may contact the National Financial Ombud Scheme South Africa (the NFOSA) at any time, or take legal action against Hollard, Hollard encourages the Insured to please contact us first and follow the four-step process below.

Step 1: Talk to Hollard first

If the Insured has a complaint, the first thing the Insured or their insurance broker should do is speak to Hollard. The latest Hollard complaints contact information can be found on the disclosure notice attached to the Policy Schedule.

If the complaint is related specifically to a claim, speak with the insurance intermediary or insurance broker to discuss the claim with Hollard, by contacting us on:

Email: **hollardinsurecomplaints@hollard.co.za**
Website: **https://www.hollard.co.za/contact-us/send-a-complaint**

Hollard will provide the Insured with a response to the complaint within a reasonable period of time. If the timeframe is impractical for any reason, such as the need for more information or further investigation, Hollard will discuss alternative timeframes with the Insured.

Step 2: Seek a review

If the insured is not satisfied with the outcome of the initial decision, the Insured or the insurance intermediary or the insurance broker has the option to refer the matter to Hollard's Office of the Internal Adjudicator (OIA) for an independent review. The OIA will investigate the Insured's complaint objectively and independently and can be contacted on:

Email: **oia@hollard.co.za**

If the Insured is still not satisfied with the OIA's response to the dispute, the Insured then moves on to step 3.

Step 3: Seek an external review

The Insured is entitled to seek an external review of Hollard's decision. Hollard will provide the Insured with information about options available, including, if appropriate, referring the Insured to the external dispute resolution scheme administered by the National Financial Ombud Scheme South Africa (NFOSA).

The NFOSA is an independent external dispute resolution office, and its service is free to Hollard customers. The NFOSA will advise the Insured if they can assist.

The NFOSA can be contacted at:

Name:	National Financial Ombud Scheme South Africa
Physical address:	110 Oxford Road, Houghton Estate, Illovo, Johannesburg, 2198
Postal address:	PO Box 87419, Houghton, 2041
Telephone no.:	(0860) 800-900
Email:	**info@nfosa.co.za**
Website:	**www.nfosa.co.za**

Hollard agrees to accept the NFOSA's final determination; however, the Insured has the right to take legal action if the NFOSA's decision is not resolved in their favour. The NFOSA only accepts resolutions under their terms of reference.

Further information about Hollard's complaint and dispute resolution procedures are available by contacting us.

Step 4: Take legal action

The Insured may take legal action against Hollard within 12 (twelve) months of the date of the rejection that the Insured received in writing from Hollard. To take legal action, summons must be served on Hollard. If this is not done in time, the Insured will lose their right to claim, and Hollard will no longer be responsible for this claim. The Insured may choose to take legal action against Hollard without first asking Hollard to review our claim decision, or without first contacting the NFOSA. However, if the Insured takes legal action against Hollard before contacting the NFOSA, the Insured may only approach the NFOSA for assistance after the Insured has withdrawn the summons against Hollard.

ABOUT YOUR UNDERWRITING MANAGER

ITOO Special Risks

ITOO Special Risks (Pty) Ltd (ITOO) acts as an Underwriting Manager for The Hollard Insurance Company Limited and has a signed binder agreement to this effect.

In terms of this agreement, ITOO may:

- enter into, vary and renew policies;
- determine the premiums;
- determine policy wording;
- determine policy benefits;
- settle all valid claims.

Hollard pays ITOO a binder fee for performing the abovementioned functions as well as a share in the profits of the scheme. ITOO is an authorised Financial Services Provider, FSP number 47230, Registration number 2016/281463/07. ITOO has Professional Indemnity insurance and Fidelity Guarantee insurance in place.

ITOO will assist you with any queries on **Umbrella Liability (Claims-made Basis)** and **Cyber Insurance (Claims-made Basis)** claims. Please call **086 100 4866** on weekdays between 8am and 5pm and select the reason for your call. Your call will be routed directly to ITOO.

Name:	iTOO Special Risks (Pty) Ltd
Physical address:	22 Oxford Road, Parktown, 2193
Postal address:	PO Box 87419, Houghton, 2041
Telephone no.:	(086) 100-4866
Email:	**info@itoo.co.za**
Website:	**www.itoo.co.za**
Compliance officer:	Associated Compliance
Telephone no.:	(011) 678-2533
Email:	**info@associatedcompliance.co.za**

Conflict of interests relating to ITOO

- ITOO Special Risks (Pty) Ltd receives more than 30% of their income from any insurer.
- ITOO Special Risks (Pty) Ltd does have a relationship with any insurer that provides a financial interest other than ownership.
- ITOO Special Risks (Pty) Ltd does have a relationship with any other broker or binder holder and/or administrator that provides an ownership or financial interest.
- ITOO Special Risks (Pty) Ltd does have a relationship with any distribution channel that provides an ownership, financial interest or support service.
- ITOO Special Risk (Pty) Ltd have a 14.9% ownership and financial interest in AFFINITOO (Pty) Ltd.
- The Hollard Group has an equity interest in ITOO Special Risks (Pty) Ltd and Hollard has appointed a non-executive director to the board of ITOO.
- ITOO Special Risks (Pty) Ltd does not have a relationship with any other person that provides an ownership or financial interest.

Any combination of these relationships and/or ownership or financial interests may present a potential conflict and as such we need to ensure you are aware of these. A full copy of ITOO's Conflict of Interest Management policy is available on their website at **www.itoo.co.za** or by written request to **info@itoo.co.za**.

GENERAL DEFINITIONS, EXCEPTIONS, CONDITIONS AND PROVISIONS

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

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

Specific Exceptions, Conditions and Provisions shall override General Exceptions, Conditions and Provisions.

GENERAL DEFINITIONS

For the purposes of determining the indemnity granted by this Section the following terms shall mean:

Act	as applied to the issued Policy and the interested parties being subject to either: 1. The Sectional Titles Act 95 of 1986 (as may be amended or replaced); or 2. The Companies Act of 2001 (section 21) (companies not for gain) (as may be amended or replaced); or 3. The Share Blocks Control Act 59 of 1980 (as may be amended or replaced)
Body Corporate/ Homeowners' Association/Share Block Investors	**1. Body Corporate** the controlling body of the building(s) described in the Schedule and acting within the requirements of the Sectional Title Act 95 of 1986 (as may be amended or replaced) **2. Homeowners' Association** the directors of a company acting within the requirements of the Companies Act 2001 (section 21) (companies not for gain) (as may be amended or replaced) **3. Share Block Investors** the directors/members of a syndicate or company acting within the requirements of the Share Blocks Control Act 59 of 1980 (as may be amended or replaced)
Business	1. the duties and requirements of a Body Corporate in terms of the Sectional Titles Act 95 of 1986 (as may be amended or replaced) as may be applied to this insurance and the registered rules agreed and amended by the appointed Trustees or as may be amended by statutory regulations and or the provisions thereof; or 2. the duties and requirements of the directors of a company governing the activities of a Homeowners' Association as determined in accordance with the requirements of the Companies Act of 2001 (section 21) (companies not for gain) (as may be amended or replaced) as may be applied to this insurance or amended by statutory legislation and or the provisions thereof; or 3. the duties and requirements of the directors/members of a "Share Block" as determined in accordance with the requirements of the Share Block Control Act 59 of 1980 (as may be amended or replaced) as may be applied to this insurance or amended by statutory legislation and or the provisions thereof
Common property	that part of the property insured which does not form part of a section and described on the Sectional Plan in the Schedule

Employee	any person(s) over whom an authorised Trustee of the Body Corporate or authorised Director of the Company governing the Homeowners' Association or director or member representing the interest of the Share Block Investors; have effective direction and control as to the effort and outcome or the work undertaken by an Employee or Employees whilst engaged by the Body Corporate or Homeowners' Association provided the Employee(s) act whilst; during and within the scope of their authorised and appointed employment; and are qualified in the undertaking of their required services. The activities of any Managing Agent(s) and/or their employees or appointed contractors (or their subcontractors) are specifically excluded in terms of the definition of an Employee
Owner	all registered owners of a Unit including the Owners' spouse, children and other persons normally residing with them
Participation quota	is a percentage assigned to each section in a scheme, representing the Owners' proportional share of the Common property and their financial responsibility for scheme expenses and is typically calculated based on the floor area of the section relative to the total floor area of all sections
Scheme	the Sectional Titles Development Scheme in terms of the Sectional Titles Act 95 of 1986 (as may be amended or replaced) or investment entitlement of investors in terms of the Companies Act 2001 (section 21) (companies not for gain) (as may be amended or replaced) or investment entitlement of investors in terms of the Share Blocks Control Act 59 of 1980 (as may be amended or replaced)
Section	a section of property as shown on the Sectional Plan bearing the number stated in the participation quota schedule; or that interest in a Unit representing an investor's interests and entitlement
Trustees	the elected Trustees of the Body Corporate
Unit	the section designated on the Sectional Plan including its undivided share in the Common property apportioned to it in accordance with its participation quota or that interest in a Unit representing the investors' entitlement as a Share Block Investor

GENERAL EXCEPTIONS

1. War, riot and terrorism

1.1 This Policy does not cover loss of or damage to property, death or bodily injury or liability directly or indirectly related to or caused by:

1.1.1 civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the aforementioned;

1.1.2 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;

1.1.3 1.1.3.1 mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;

1.1.3.2 insurrection, rebellion or revolution;

1.1.4 any act (whether on behalf of any organisation, body or person or group of 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;

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

1.1.6 any attempt to perform any act referred to in Clause 1.1.4 or 1.1.5 above;

1.1.7 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in Clause 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 above.

If the Company can demonstrate that, by reason of Clause 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5, 1.1.6 or 1.1.7 of this Exception, loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on the Insured.

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

1.3 Notwithstanding any Provision of this Policy including any Exclusion, Exception or Extension or other Provision not included herein which would otherwise override a General Exception, this Policy does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

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

If the Company can demonstrate that, by reason of Clause 1.3 of this Exception, loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on the Insured.

2. Nuclear risks

Except as regards the Commercial Crime Section, this Policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:

2.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;

2.2 nuclear material, nuclear fission or fusion, nuclear radiation;

2.3 nuclear explosives or any nuclear weapon;

2.4 nuclear waste in whatever form;

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

3. Asbestos exclusion

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

A. Public Liability (Claims-made Basis);

B. Umbrella Liability (Claims-made Basis);

C. Employers' Liability (Claims-made Basis);

D. Sub-Section B – Liability of the Solar Power Section.

Notwithstanding any Provision of this Policy including any Exclusion, Exception or Extension or other Provision which would otherwise override a General Exception, this Policy does not cover any:

3.1 legal liability;

3.2 loss;

3.3 damage;

3.4 cost or expense whatsoever; or

3.5 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.

4. Computer losses

General Exception applicable to all Sections of this Policy insuring damage to property or the consequences of damage to property or any liability.

Notwithstanding any Provision of this Policy including any Exclusion, Exception or Extension or other Provision not included herein which would otherwise override a General Exception, this Policy does not cover:

4.1 loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;

4.2 any legal liability of whatsoever nature;

4.3 any consequential loss;

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

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

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

Special Extension to General Exception 4

1. Loss or destruction of or damage to the insured property by fire, explosion, lightning and earthquake or by the special perils referred to below or indemnified by the Employer's Liability or Motor Sections is not excluded by this General Exception.

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

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

      1.1.1 arising from its undergoing any process necessarily involving the use or application of water;

      1.1.2 caused by tidal wave originating from earthquake;

      1.1.3 in the underground workings of any mine;

      1.1.4 in the open (other than buildings, structures and plant designed to exist or operate in the open) unless specifically insured as a separate item in the Schedule;

      1.1.5 in any structure not completely roofed unless specifically insured as a separate item in the Schedule;

      1.1.6 being retaining walls unless specifically insured as a separate item in the Schedule;

   1.2 aircraft and other aerial devices or articles dropped therefrom;

   1.3 impact by rocks and boulders (other than meteorites, asteroids or similar bodies entering the earth's atmosphere), animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles.

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

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

5. Cyber exclusion

5.1 This Policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

5.1.1 any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of point 5.2 below;

5.1.2 any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of point 5.2 below.

5.2 Subject to the other Terms, Conditions and Exclusions contained in this Policy, this Policy will cover:

5.2.1 loss, damage, liability, cost or expense directly caused by, resulting from, or arising out of physical loss and/or physical damage to tangible property insured under this Policy and any Time Element Loss directly resulting from physical loss and/or physical damage;

5.2.2 physical loss and/or physical damage to Data Processing Media for which the basis of valuation shall be the cost of the blank Data Processing Media plus the costs of repairing, replacing or restoring the Data from back-up or from originals of a previous generation (these costs will not include research and engineering). If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media (however, this Policy does not cover any amount pertaining to the value of Data to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled);

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

Meaning of words:

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

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

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

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

irrespective:

i) of where in the world such disease may exist or be feared to exist;

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

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

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

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

8. Electricity Grid Failure exclusion

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

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

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

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

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

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

GENERAL CONDITIONS

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

1. Other insurance

If, at the time of any event giving rise to a claim under this Policy, an insurance exists with any other insurers covering the Insured against the Defined Events, the Company shall be liable to make good only a rateable proportion of the amount payable by or to the Insured in respect of such event. If any such other insurance is subject to any condition of average, this Policy, if not already subject to any condition of average, shall be subject to average in like manner.

2. Cancellation

2.1 Notice

This Policy, Policy Section or item may be cancelled at any time by:

2.1.1 the Company giving 31 (thirty one) days' notice in writing (or such other period as may be mutually agreed); or

2.1.2 the Insured giving immediate notice.

2.2 Pro-rata premiums

On cancellation by the Insured, the Company shall be entitled to retain the customary short period or minimum premium for the period the Policy, Policy Section or item has been in force. On cancellation by the Company, the Insured shall be entitled to claim a pro-rata proportion of the premium for the remainder of the period of insurance from the date of cancellation, subject to General Condition 3. *Premium payment*.

2.3 Premium refund

The Company will not refund the Insured upon cancellation of the Policy, Policy Section or item for the remainder of the period of insurance up to renewal if the maximum amount stated in the Schedule for such property or Section is settled in terms of a claim.

This General Condition shall apply whether the Insured gave instruction for cancellation or the Company, for whatever reason.

3. Premium payment

3.1 Where the premium is paid quarterly, bi-annually or annually

The premium is due and payable on or before the inception date or renewal date, as the case may be, but must be paid within 31 (thirty one) days from this date. The Company shall not be obliged to accept premium tendered to it more than 31 (thirty one) days after the inception date or renewal date, as the case may be, but may do so upon such terms as it, at its sole discretion, may determine.

3.2 Where the premium is paid monthly

The premium is due and payable on or before the inception date or the first day of each month thereafter, as the case may be. If the premium has not been paid for any reason other than the Insured having stopped payment, the Company will re-debit in the following month for two months' premium. If the full double premium has not been paid, the Policy will be cancelled from the date of the first unpaid premium.

Any valid claims incurred by the Insured during the unpaid period as defined above, will only be considered if the total outstanding premium has been settled in full.

4. Adjustment of premium

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

5. Prevention of loss

The Insured shall take all reasonable steps and precautions to prevent accidents or losses including, but not limited to, compliance and adherence to laws and regulations which are material to the risk. The Insured warrants that all laws, regulations, by-laws and rules that apply to the business or any other matter for which cover is provided in terms of this Policy (irrespective of whether the laws, regulations, by-laws and rules are in force at the date this Policy is issued, or are enacted after that date) shall be adhered to at all times.

6. Claims

6.1 Notice

The Insured shall on the happening of any event which may result in a claim under this Policy, at their own expense:

6.1.1 give notice thereof to the Company as soon as reasonably possible and provide particulars of any other insurance covering such event as is hereby insured;

6.1.2 as soon as practicable after the event or such further time as the Company may in writing allow, submit to the Company a claim in writing and give the Company such proof, information and sworn declarations as the Company may reasonably require;

6.1.3 immediately after the event inform the Police of any claim involving criminal behaviour or (if required by the Company) loss of property and take all practical steps to discover the guilty party and to recover the stolen or lost property;

6.1.4 preserve all property following a loss.

6.2 Unlawful use, theft, loss or malicious damage to property

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

6.3 Injuries

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

6.4 Legal processes

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

6.5 No admission of liability

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

6.6 Limitation of liability

The Company shall not be liable under more than one Section or Extension (optional or otherwise) of this Policy in respect of liability, loss or damage arising from the same happening in respect of the same liability, loss or damage except where cover is granted for Personal Accident Benefits or under the Umbrella Liability (Claims-made Basis) Section of this Policy.

6.7 Prescription period

6.7.1 Expiry of claim

No claim shall be payable after expiry of 24 (twenty four) months or such further time as the Company may allow from the happening of any event unless the claim is the subject of pending legal action or is a claim in respect of the Insured's legal liability to a third party;

PROVIDED THAT:

this General Condition shall not apply to claims under Sections (if applicable):

1. Business Interruption;
2. Commercial Crime;
3. Personal Accident (assault) under Money.

6.7.2 Rejections

No claim shall be payable unless the Insured claims payment by serving legal process on the Company within 12 (twelve) months of the rejection of the claim in writing and pursues such legal proceedings to finality.

6.8 Recovery

6.8.1 If, after payment of the claim in respect of lost or stolen property, such property is located or recovered, the Insured shall render all assistance in the identification and in the physical recovery of such property.

6.8.2 The Company shall pay for the reasonable cost in identifying such property.

6.8.3 Failure to assist the Company in the recovery of said property, the Insured shall become legally liable to repay the Company all payments and expenses in respect of the claim.

6.8.4 If the property was successfully recovered the Company will be the rightful owner of the property.

6.8.5 If the Company replaces or reinstates such vehicle the Company shall have the option to take ownership of the vehicle.

7. Company's rights after an event

7.1 On the happening of any event in respect of which a claim is or may be made under this Policy, the Company and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the Company to rely upon any Conditions of this Policy:

7.1.1 take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This General Condition shall be evidence of the leave and licence of the Insured to the Company to do so. The Insured shall not be entitled to abandon any property to the Company whether taken possession of by the Company or not;

7.1.2 take over and conduct in the name of the Insured the defence or settlement of any claim and prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the Insured without the written consent of the Company.

7.2 The Insured shall, at the expense of the Company, do and permit to be done all such things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights to which the Company shall be, or would become, subrogated upon indemnification of the Insured whether such things shall be required before or after such indemnification.

7.3 In respect of any Section of this Policy under which an indemnity is provided for liability to third parties, the Company may, upon the happening of any event, pay to the Insured the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and the Company shall thereafter not be under further liability in respect of such event.

8. Deliberate or fraudulent acts in making a claim

All benefits afforded in terms of this Policy in respect of any claim shall be forfeited and this Policy may be voided or cancelled at the Company's discretion from the date of any fraudulent conduct:

8.1 if any claim, or part thereof under this Policy, is in any way fraudulent or if fraudulent means or devices are used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this Policy, or if any insured event under this Policy is occasioned by the Insured's intentional conduct or that of any person acting on the Insured's behalf or with the Insured's connivance; or

8.2 if any fraudulent information and/or document, whether created by the Insured or any other party, is provided to the Company by the Insured or anyone acting on the Insured's behalf or with the Insured's connivance in substantiation or support of any claim under this Policy and whether or not the claim in itself is fraudulent; or

8.3 if the quantum of any claim is deliberately exaggerated by the Insured or anyone acting on the Insured's behalf or with the Insured's connivance, for any reason whatsoever, and whether or not the claim in itself is fraudulent.

Where any benefit under this Policy is forfeited in circumstances set out in this General Condition, the Insured shall repay to the Company all amounts which the Company may have previously settled in respect of all claims forfeited without prejudice to the Company's right to recover any other damages which the Company may have suffered as a result of the fraudulent conduct.

9. Reinstatement of cover after loss

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

This General Condition does not apply to any Section where it is stated to be not applicable.

10. Breach of conditions

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

11. No rights to other persons

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

12. Collective insurance

If this insurance is a collective insurance then the following amendment is made to General Condition 6.1 *Notice*:

"give the leading insurer on behalf of the insurers such proofs, information and sworn declaration as the insurers may require and forward to the leading insurer immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the Insured in connection with the event giving rise to the claim."

And General Condition 7. *Company's rights after an event* is substituted by the following:

Company's rights after an event:

7.1 On the happening of any event in respect of which a claim is or may be made under this Policy the leading insurer and every person authorised by them may, without thereby incurring such liability and without diminishing the right of the insurers to rely upon any Conditions of this Policy:

7.1.1 take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This Condition shall be evidence of the leave and licence of the Insured to the lead insurer on behalf of all insurers to do so. The Insured shall not be entitled to abandon any property to the insurers whether taken possession of by the leading insurer or not;

7.1.2 take over and conduct in the name of the Insured the defence or settlement of any claim and prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the Insured without the written consent of the leading insurer.

7.2 The Insured shall, at the expense of the insurers, do and permit to be done all such things as may be necessary or reasonably required by the insurers for the purpose of enforcing any rights to which the insurers shall be or would become subrogated upon indemnification of the Insured whether such things shall be required before or after such indemnification.

7.3 In respect of any Section of this Policy under which an indemnity is provided for liability to third parties, the insurers may, in the case of any event, pay to the Insured the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and the insurers shall thereafter not be under further liability in respect of such event.

13. Value-added Tax (VAT)

13.1 Definition

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

13.2 Value Added Tax (VAT) inclusive condition

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

Subject to such sums/limits of indemnity being adequate to embrace the amounts described under 13.1 and 13.2 above, the Company will, to the extent that the Insured is accountable to the tax authorities for value-added tax in respect of any payment in terms of this Policy, include the amount of such tax in the final settlement of any claim in terms of this Policy;

PROVIDED THAT:

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

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

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

14. Consent to disclosure of private information

14.1 The Insured acknowledges that the sharing of information for underwriting and claims purposes is in the public interest, as it will enable insurers to underwrite policies, assess risks fairly, to reduce the incidence of fraudulent claims with a view to limiting premiums and to conduct surveys.

14.2 On behalf of the Insured and on behalf of anyone the Insured represents herein, the Insured hereby waives any right to privacy with regard to any underwriting and claims information in respect of any insurance policy or claims made or lodged by the Insured, or on behalf of the Insured.

14.3 The Insured consents to such information being processed and stored in a shared database.

14.4 The Insured also consents to such information being disclosed to any insurer or third parties.

14.5 The Insured further consents to any underwriting information being verified against legally recognised sources or databases.

14.6 The Insured agrees that this consent clause will survive the termination for whatever reason of the Policy, including its cancellation or lapsing.

15. Interest on payments

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

16. Law and jurisdiction

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

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

17. Change of interest/disclosure/non-disclosure/misrepresentation/misdescription

17.1 Before the Insured enters into a contract of insurance with an insurer, the Insured has a duty to disclose to the insurer every matter known, or that the reasonable person in a similar position could reasonably be expected to know, that is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

17.2 The Insured has the same duty to disclose those matters to the Company before the Policy is renewed, extended, amended or reinstated.

17.3 Failure to comply with the duty of disclosure, the Company may be entitled to reduce its liability under the Policy in respect of a claim or may void the Policy from the date of the material change of risk or non-disclosure.

17.4 Further, the cover provided by this Policy shall be void with respect to any item insured:

17.4.1 to which any alteration after the commencement of this insurance takes place;

17.4.2 whereby the Insured's interest ceases except by will or operation of law;

unless notice has been given to the Company in writing as soon as practicable after such alteration and an additional premium paid if required.

17.5 Misrepresentation or misdescription in any material particular shall render voidable the particular item, Section or Sub-Section of the Policy, as the case may be, affected by such misrepresentation or misdescription.

18. Alterations to the business

18.1 The Insured must immediately advise the Company in writing of any changes to the business that may increase the risk or result in an increased chance of destruction, loss or damage to property insured or liability to third parties.

18.2 The definition of change referred to in 18.1 above shall include, but not be limited to:

18.2.1 changes in the name of the Insured or directors or partners;

18.2.2 changes to the address or location of the business;

18.2.3 changes in the nature of the business activities, trade or occupation;

18.2.4 alterations in construction of the premises;

18.2.5 new business products not previously disclosed to the Company;

18.2.6 change of tenants if the insured property is leased out;

18.2.7 additional premises occupied.

18.3 The Company may at its own discretion:

18.3.1 adjust the premium or terms of the Policy;

18.3.2 require additional Terms, Conditions or Provisions;

18.3.3 cancel the Policy in accordance with General Condition 2. *Cancellation*.

19. Insurable interest

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

19.2 If the Insured's insurable interest in an insured item is an interest other than as an owner or a good faith possessor of the goods (in terms of a credit agreement or else) who bears the risk of loss, the Insured must advise the Company of the nature and extent of the insurable interest before the cover commences.

19.3 The cover for any such item will start only when the Company has given written confirmation and agreed to insure the property.

19.4 Should the nature or extent of the insurable interest in any item insured under this Policy change, the Insured must notify the Company immediately in writing of such change. Failure to do so may entitle the Company to reject the claim if the Insured's insurable interest was not agreed to by the Company.

20. Detention, confiscation and forfeiture

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

21. Theft by false pretences and fraud

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

22. Sanction limitation and exclusion

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

23. Policy Wording and Schedule

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

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

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

25. Gradual deterioration, wear and tear

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

26. Delay of cover

26.1 No Section of this Policy will provide cover against loss or damage during the first 48 (forty eight) hours from commencement of the Policy caused by:

26.1.1 bush- or grass fire;

26.1.2 a named cyclone or cautionary in which warning was given of a potential tsunami.

26.2 This General Condition does not apply if this Policy cover directly follows a previous Policy Section that covers the same event without a break in cover.

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

27.1 electronic motors;

27.2 telephonic communication equipment;

27.3 security control equipment (inclusive of cameras);

27.4 alarm and detection systems;

27.5 TV aerials including television transmission or reception equipment;

27.6 closed circuit cameras and monitors;

27.7 or any accessory or attachment relating thereto;

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

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

28. Dye-lots, patterns and textures

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

29. Changes in Premiums and Conditions

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

30. Average

This General Condition shall apply to the following Sections of this Policy:

A. Property Combined;
B. Business Interruption;
C. Office Contents but not applicable to theft;
D. Solar Power but not applicable to theft.

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

31. Emergency expense shortfall benefit

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

32. The Insured

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

1. the Body Corporate, Homeowners' Association, Share Block Investor's or Retirement scheme including the interest of members therein and all Unit Owners and mortgagees of registered mortgage bonds over the Units in the scheme for their respective rights and interests, hereinafter referred to as the Named Insured;
2. any employee of the Named Insured, while acting on behalf of or in the course and scope of their employment or engagement by the Named Insured.

GENERAL PROVISIONS

1. Claims preparation costs

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

PROVIDED THAT:

the liability of the Company for such costs shall not exceed R500 000 (five hundred thousand rand) for each and every occurrence and in the annual aggregate applicable to all Sections cumulatively claimed under.

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

2. Payments on account

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

3. First amount payable

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

4. Members, directors, partners or employees

Wherever the word "members, directors, partners or employees" appears in the wording it is deemed to include "trustees".

5. Meaning of words

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

6. Holding covered

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

7. Schedule sums insured blank

If, in a Schedule of this Policy the sums insured, limit of indemnity or compensation is:

7.1 left blank or has no monetary amount stipulated against it;

7.2 reflected as nil or not applicable or not covered or no indemnity extended;

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

8. Security firms

If an employee of a security firm employed by the Insured under a contract causes loss or damage, the Company agrees, if in terms of the said contract the Insured may not claim against the said security firm, not to exercise their rights of recourse against the said security firm. The Company shall not raise as a defence to any valid claim submitted under any Section or Sub-Section of this Policy that the Company's rights have been prejudiced by the terms of any contract entered into between the Insured and any security provider relating to the protection of the insured property.

9. Security guard costs

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

A. Property Combined;
B. Office Contents;
C. Business All Risks;
D. Electronic Equipment;
E. Solar Power.

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

10. Malicious damage

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

A. Property Combined;
B. Office Contents;
C. Solar Power.

The Company shall pay for damage directly occasioned by or through or in consequence of the deliberate or willful or wanton act of any person committed with the intention of causing such damage to the property insured and stated in the Schedule;

PROVIDED THAT:

this Provision does not cover:

1. damage related to or caused by fire or explosion;
2. loss of or damage to property for which indemnity is available in terms of the Theft Defined Event of these Sections;
3. consequential loss or damage or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
4. damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
5. damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

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

If the Company can demonstrate that, by reason of Provision 1, 2, 3, 4, 5 or 6 noted above, loss or damage is not covered by this Provision, the burden of proving the contrary shall rest on the Insured.

If any building insured or containing the insured property (provided that for the purpose hereof if the building compromises of two or more parts or Units then each Unit will be regarded as a separate building for the purposes of this clause) becomes unoccupied for 45 (forty five) consecutive days, the insurance in respect of this Provision is suspended as regards the property affected unless the Insured, before the occurrence of any damage, obtains the written agreement of the Company to continue this Provision.

During the period of the initial unoccupancy of 45 (forty five) consecutive days, the Insured shall become a co-insurer with the Company and shall bear a proportion of any damage equal to 20% (twenty percent) of the claim before deduction of any first amount payable.

11. Fire-extinguishing charges

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

Section	Limit of Indemnity
Property Combined	Reasonable cost not exceeding 20% of the sum insured
Office Contents	Reasonable cost not exceeding 20% of the sum insured
Solar Power	Reasonable cost not exceeding 20% of the sum insured
Motor	R20 000
Electronic Equipment	R20 000

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

PROVIDED THAT:

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

12. Subsidence and landslip (limited cover)

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

A. Property Combined;
B. Office Contents;
C. Solar Power.

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

PROVIDED THAT:

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

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

The Company will not be liable for:

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

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

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

13. Period of insurance

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

Section	Reference	Amendment
General	Adjustment of Premium	The words "each period of insurance" are amended to read "each period of twelve consecutive months from the inception date or anniversary date"
Business Interruption	Deposit Premium Clause	
Property Combined	Capital Additions Clause	If the period of insurance is more often than quarterly then the words "each quarter" are amended to read "each month"
Office Contents	Capital Additions Clause	
Commercial Crime	Defined Event	In addition to the defined events the following is added: The amount payable during any one period of 12 (twelve) consecutive months from inception or anniversary date will not exceed the sum insured stated in the Schedule at the said inception or anniversary date as the case may be (or double the sum insured if the "Reduction/Reinstatement of sum insured" Extension applies). If the sum insured is increased the 12 (twelve) consecutive months applies from the anniversary date. Any reinstatement between the date of increase and the anniversary date will not exceed twice the sum insured.
Commercial Crime	Reduction/Reinstatement of sum insured Extension	The words "annual premium" are amended to read "12 (twelve) times the monthly premium" for policies with monthly periods of insurance and "4 (four) times the quarterly premium" or "2 (two) times the bi-annual premium" for policies with quarterly or half-yearly periods of insurance respectively.

14. Locks and keys

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

A. Property Combined;
B. Office Contents;
C. Money.

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

14.1 any receptacle; or

14.2 the insured premises;

PROVIDED THAT:

1. the premises is stated in the Schedule;
2. the liability of the Company shall not exceed R15 000 (fifteen thousand rand) in terms of A, B or C and R30 000 (thirty thousand rand) in the aggregate any one event.

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

15. Property under construction or alteration

Damage to property insured by this Policy in the course of erection and/or completion and/or alteration, and including any loss following interruption or interference with the business in consequence of such damage, until final completion of the contract, shall not exceed R2 500 000 (two million five hundred thousand rand) per event;

PROVIDED THAT:

this Provision shall not apply in respect of damage to:

1. any section of incomplete property which has been handed over for use by the Insured and that has been satisfactorily tested and commissioned;
2. existing insured property caused by a Defined Event not otherwise excluded by this Policy.

16. Warranties and endorsements

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

PROPERTY COMBINED

SUB-SECTON A – PROPERTY

DEFINED EVENTS

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

1. fire;
2. lightning and thunderbolt;
3. subterranean fire;
4. explosion;
5. earthquake (whether arising from mining operations or otherwise), volcanic eruption or other convulsion;
6. special perils:

    6.1 storm, wind, water, hail or snow but excluding damage to property:

        6.1.1 arising from its undergoing any process necessarily involving the use or application of water;

        6.1.2 caused by tidal wave originating from earthquake;

        6.1.3 in any structure not completely roofed unless specifically insured as a separate item in the Schedule;

        6.1.4 being retaining walls unless specifically insured as a separate item in the Schedule;

    6.2 aircraft and other aerial devices or articles dropped therefrom;

    6.3 impact by rocks and boulders (other than meteorites, asteroids or similar bodies entering the earth's atmosphere), animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles;

    PROVIDED THAT:

    this Defined Event (special perils) does not cover:

    1. wear and tear or gradual deterioration;
    2. damage caused or aggravated by:

        2.1 leakage or discharge from any sprinkler or drencher system or fire extinguishing installation/ appliances in the buildings insured hereby or in buildings containing property insured hereby;

        2.2 subsidence or landslip;

        2.3 the Insured's failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimisation of any damage;

        2.4 mildew, damp, rising damp, rust, corrosion or rot;

7. theft (or any attempt thereat) accompanied by visible signs of physical damage to the building following forcible and violent entry into or exit from such building or as a result of theft (or any attempt thereat) following violence or threat of violence, including resultant damage to such buildings, landlord's fixtures and fittings contained therein, electronic gate motors, walls, gates, posts and fences (including palisades);

    PROVIDED THAT:

    1. theft of Contents (as defined) shall be limited to R15 000 (fifteen thousand rand) per event and R30 000 (thirty thousand rand) in the annual aggregate;
    2. if any building insured or containing the Insured's property (provided that for the purpose hereof if the building comprises of two or more parts or Units then each Unit will be regarded as a separate building for the purposes of this Clause) becomes unoccupied for 45 (forty five) consecutive days, this item is suspended as regards the property affected unless the Insured, before the occurrence of such damage, obtains the written agreement of the Company to continue this cover;

3. during the period of initial occupancy of 45 (forty five) consecutive days the Insured shall become a co-insurer with the Company and will bear a rateable proportion of any damage equal to 20% (twenty percent) of the claim before deduction of any first amount payable;

8. such additional perils as stated in the Schedule to be included.

DEFINITION OF PROPERTY (applicable to Sub-Section A)

1. Building(s) insured and described in the Schedule including all outbuildings thereto (constructed of brick, stone, concrete or metal on metal framework and roofed with slate, tiles, metal, concrete or asbestos unless otherwise stated in the Schedule) and sporting and recreational structures, landlord's fixtures and fittings therein and thereon (including, but not limited to: television and radio aerials, satellite dishes and masts, close circuit TVs and cameras, burglar alarm systems, fire extinguishing equipment, lightning conductors, fixed air conditioning units, ventilator fans, water heating systems and geysers (including solar geysers and solar geyser heating panels), fixed filtration plant, water-pumping machinery, electrical heating systems, electronic gate motors, garage door machinery, septic sewerage tanks), walls (except dam walls), gates, posts, fences (other than hedges), and tarred or paved: roads, driveways, paths, or parking areas.
2. Contents, being movable/unfixed domestic appliances and equipment, furniture and gym equipment, insured and described in the Schedule, owned by the Insured or for which they are legally responsible, located in any common area at the insured premises.

SUB-SECTION B – PUBLIC SUPPLY CONNECTIONS

DEFINED EVENTS

Accidental damage to water, sewerage, gas, electricity and telecommunication connections the property of the Insured or for which they are legally responsible, between the property insured and the public supply or mains.

SUB-SECTION C – RENT

DEFINED EVENTS

Provided that no amount will be payable in terms of this Section except in the event of actual physical loss of or damage to insured property, notwithstanding that the insured property may have been deemed to have been destroyed in terms of Section 48 of the Sectional Titles Act 95 of 1986 (or as amended or replaced) and the Provisions of that Section do not apply in regard to the application or interpretation of this Policy.

1. Loss of rent receivable from tenants

Loss of rent as a result of the property insured being so damaged by any of the perils specified in Sub-Section A as to be rendered untenantable (including partially untenantable) but only for the period necessary for reinstatement and for an amount not exceeding 30% (thirty percent) of the sum insured applicable to the affected Buildings. The basis of calculation shall be the rent payable by the Insured as lessee of the property immediately preceding the damage.

2. Owners as occupiers alternative accommodation

In consequence of the property insured being so damaged by any of the perils specified in Sub-Section A as to be rendered untenantable, the Company will indemnify the Insured in respect of the reasonable cost of:

2.1 equivalent alternative accommodation up to a limit of 30% (thirty percent) of the sum insured applicable to the affected Building;

2.2 alternative accommodation for live in domestic employees limited to an amount of R15 000 (fifteen thousand rand) in the annual aggregate; and

2.3 alternative accommodation for the Insured's domestic pets limited to R5 500 (five thousand five hundred rand) in the annual aggregate.

The insurance provided herein does not cover any loss which, at the time of happening of such loss, is insured by or would but for the existence of this Policy be insured by any other policy except in respect of any first amount payable beyond the amount which would have been payable under the Policy had this insurance not been effected.

SPECIFIC EXCEPTIONS (applicable to all Sub-Sections)

This Section does not cover:

1. Property outside the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi and Mozambique;
2. consequential loss or consequential damage of any kind whatsoever except as provided in Sub-Section C – Rent;
3. depreciation, or gradual causes such as wear and tear, deterioration, rust, rising damp and mildew, corrosion or decay;
4. damage caused by moths, vermin or insects, domestic pets, wild animals or reptiles;
5. negotiable securities such as deeds, bonds, bills of exchange and promissory notes;
6. manuscripts or documents of any kind;
7. prepaid phone cards or cell phone vouchers;
8. motor vehicles, motorcycles, scooters, golf carts, three-wheeled vehicles, quad-bikes, caravans, trailers and all fitted accessories;
9. aircraft, pleasure-craft, hang-gliders and their equipment;
10. livestock or other animals;
11. any loss claimable under another Clause or Section of the Policy;
12. loss or damage to Property in the underground workings of any mine.

SPECIFIC CONDITIONS

Floor coverings

This Policy does not cover the replacement of floor coverings other than in the room(s) in which damage occurred.

CLAUSES AND EXTENSIONS

Aerials and satellite dishes

In addition to any payment in respect of a Defined Event, the Company will indemnify the Insured in respect of the cost of replacing aerials and satellite dishes caused by accidental breakage or collapse thereof;

PROVIDED THAT:

the Company's liability shall not exceed R5 000 (five thousand rand) per event and R10 000 (ten thousand rand) in the annual aggregate.

Architects' and other professional fees

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

PROVIDED THAT:

1. the total amount recoverable shall not exceed the sum insured on the Building affected;
2. the amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the Insured's claim.

Bondholders' requirements

Cover under Sub-Section A is extended to include the difference between the reinstatement value of the Unit described in the Schedule and the bondholder's valuation;

PROVIDED THAT:

in the event of a total loss, the Company's liability shall not exceed the sum insured of the Unit affected, including any specified improvements and bondholders' requirements, as stated in the Schedule, or the reinstatement value as defined under the Reinstatement value conditions Clause of this Section, whichever is the lesser.

Bursting and leaking of water systems

Cover for loss of or damage to water tanks, water apparatus and/or water pipes, the property of the Insured installed in the Building(s) described in the Schedule, following sudden and unforeseen bursting and leaking is hereby included;

PROVIDED THAT:

1. the Company shall not be liable to pay for loss or damage:
    1.1 caused by, or aggravated by, wear and tear, rust, decay or gradual deterioration;
    1.2 caused by cracking or splitting of the unit due to wear and tear;
    1.3 due to faulty material or workmanship, inherent device and latent defects or faulty or defective design;
    1.4 recoverable in terms of manufacturer's warranty;
    1.5 due to the failure or deliberate withholding of supply of water or electricity or fuel;
    1.6 to Geysers as defined under the Geyser All Risk Section;
2. the Company's liability shall not exceed R15 000 (fifteen thousand rand) per event.

Capital additions

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

Cleaning and maintenance equipment

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

PROVIDED THAT:

the Company's liability shall not exceed R20 000 (twenty thousand rand) per event and R60 000 (sixty thousand rand) in the annual aggregate.

Cost of demolition and clearing and erection of hoardings

The insurance under this Section includes costs necessarily incurred by the Insured in respect of the demolition of property insured and/or the removal of debris and in providing, erecting and maintaining hoardings required during demolition, site clearing and/or building operations following damage to the property insured by a Defined Event;

PROVIDED THAT:

1. the total amount recoverable will not exceed the sum insured on the Property affected;
2. the Company will not pay for any costs or expenses:
    2.1 incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site;
    2.2 arising from pollution or contamination of property not insured by this Policy/Section.

Costs of removal of fallen or leaning trees

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

PROVIDED THAT:

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

Discharge or leakage of fire protection systems

Notwithstanding Provision 2.1 of Defined Event 6. *Special perils*, this Section is extended to cover physical loss or damage to insured property directly caused by the accidental discharge or leakage from any sprinkler or drencher system, or any fire extinguishing installation or appliances up to R150 000 (one hundred and fifty thousand rand) per event.

Emergency accommodation (tenants)

In consequence of the Property being so damaged by any of the perils specified in Sub-Section A as to be rendered untenantable, the Company will pay for the reasonable costs of emergency accommodation for the Insured's tenants, who normally reside on the Insured's premises;

PROVIDED THAT:

1. this Extension only applies up to a maximum of 7 (seven) consecutive days or until other accommodation can be arranged, whichever occurs first;
2. the Company's liability shall not exceed:

    2.1 R1 000 (one thousand rand) per day; and

    2.2 R70 000 (seventy thousand rand) in the annual aggregate.

Escalation/Inflation contingency

During each period of insurance, the building sum(s) insured specified under Sub-Section A shall be increased by that portion of the percentage specified in the Schedule which the number of days since the commencement of such period bears to the whole of such period. Unless agreed otherwise, these provisions shall only apply to the sum(s) insured in force at the commencement of the period of insurance.

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

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

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

Emergency expense shortfall

The Company shall indemnify the Insured up to R10 000 (ten thousand rand) per occurrence for all reasonable emergency expense shortfalls incurred by the Insured for such immediate medical treatment as may be necessary at the time of an accident causing accidental bodily injury to any guest or visitor due to any defect in or on the insured premises.

Generator hire

Should any electricity reticulation installed on the insured property, as described in the schedule, be damaged by an insured peril specified under Sub-Section A, the Company will pay up to R25 000 (twenty five thousand rand) for any one loss or series of losses arising out of one event and up to R50 000 (fifty thousand rand) in the annual aggregate to hire a generator(s) (including power connecting cables and reticulation) in order to continue to provide electrical power to the insured property as existed prior to such damage.

Intercom system SIM card

The Company will pay for charges levied to unauthorised telephone numbers following theft (or any attempt thereat) of a sim card accompanied by visible signs of physical damage to the intercom system.

Unauthorised telephone numbers shall mean, telephone numbers that have not been registered against the insured intercom system.

The Company's liability under this Extension shall not exceed R5 000 (five thousand rand) any one loss or series of losses arising out of one event and R10 000 (ten thousand rand) in the annual aggregate.

Landscaping

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

PROVIDED THAT:

such loss or damage is caused by:

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

Maintenance fees and levies

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

PROVIDED THAT:

1. the Company's liability shall not exceed R5 000 (five thousand rand) per Unit and R100 000 (one hundred thousand rand) in the annual aggregate for all Units;
2. the Company reserves its right of subrogation to recover the outstanding maintenance fees and levies from the relevant Unit Owner(s).

Meeting room hire

If the Property is damaged by a peril defined under Sub-Section A, the insurance under this Section is extended to include reasonable costs to hire a temporary meeting room for the purpose of holding annual general meetings or committee meetings, where a designated meeting room within the insured property is not usable;

PROVIDED THAT:

1. the Company's liability shall not exceed R5 000 (five thousand rand) any one event and R10 000 (ten thousand rand) in the annual aggregate;
2. this Extension will only apply to meetings held during the period of time that is necessary for repairs to be carried out at the insured property.

Mobility costs – applicable to residential buildings only

Should the Owner, or a member of their family normally residing with them, suffer bodily injury caused by a fire or a violent act of theft, attempted theft, holdup or hijacking at the insured premises, whilst in the Unit or on its grounds, and as a direct result of the incident be permanently dependent on a wheelchair for mobility, the Company will pay the Insured for costs reasonably and necessarily incurred for:

1. a self-propelled wheelchair; and/or
2. alterations to the Owner's Unit at the address stated in the Schedule, to facilitate the use of such wheelchair.

The Company's liability for both this Section as well as any other Section where this Extension of cover may apply, will not exceed R20 000 (twenty thousand rand) in respect of any one occurrence.

Mortgagee

The insurance under this Section includes the interest of any mortgagee(s) in the buildings, improvements, landlord's fixtures and fittings and rent insured only and shall not be prejudiced by:

1. any act or neglect of the Body Corporate or any of the Owners of Units as defined in the Sectional Titles Act No. 95 of 1986, or as amended or replaced; or
2. any misrepresentation or non-disclosure by the Body Corporate or any Unit Owners at the time when the insurance is effected or renewed or during the currency thereof; or
3. the alienation of the property; or
4. the occupation thereof for purposes more hazardous than permitted by the Policy;

PROVIDED THAT:

1. such act, neglect, misrepresentation, non-disclosure, alienation or occupation shall have been effected without the knowledge and privy of the mortgagee(s); and

2. the mortgagee(s) shall notify the Company of the happening or existence of such act, neglect, misrepresentation, non-disclosure, alienation or occupation as soon as the same shall come to their knowledge; and
3. the mortgagee(s) shall on reasonable demand pay the additional premium for any increase in hazard thereby created according to the established scale of rates, from the time such increased hazard may be, or shall have been, assumed by the Company during the continuance of the insurance; and
4. any compensation payable in terms of this Section shall be payable directly to the mortgagee(s) of the particular Unit in order of preference of their bonds up to the value allocated to the particular Unit in this Section or the aggregate of the amounts due by the Unit Owner to the mortgagee(s) under their mortgage bonds, whichever is the lesser;

PROVIDED FURTHER THAT:

1. any and all amounts becoming payable by the Company under this Section as a result of damage to the buildings, improvements or landlord's fixtures and fittings will, unless otherwise resolved or ordered in terms of Section 36 of the Act, be wholly applied to the reinstatement of such damage. If it is resolved or ordered in terms of Section 36 of the Act that such damage or destruction should not be reinstated, the proceeds of any claim applicable to a Unit will be made in the first place to the mortgagee(s) of the particular Unit up to the value allocated to the particular Unit in this Section or the aggregate of the amounts due by the Unit Owner to the mortgagee(s) under their mortgage bonds, whichever is the lesser;
2. as regards this Clause, General Condition 3. *Average* will apply to the individual Units (excluding the Owner's interest in the land) and not to the Property as a whole.

Mortgage discharge fees

In the event that the building is completely destroyed, or it is in such a condition as to make it uneconomical to repair, replace or rebuild, the Company shall pay for the legal fees necessarily and reasonably incurred by Unit Owners, to discharge their mortgage.

The Company's liability in respect of this Extension shall not exceed R20 000 (twenty thousand rand) for any one loss and R100 000 (one hundred thousand rand) in the annual aggregate.

Motors and pumping equipment

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

PROVIDED THAT:

1. the Company shall not be liable to pay more than R10 000 (ten thousand rand) per event and R50 000 (fifty thousand rand) in the annual aggregate;
2. the Company shall not be liable to compensate for:

    2.1 automatic pool cleaners;
    2.2 loss or damage as a result of wear and tear;
    2.3 wear and tear;
    2.4 gradual deterioration;
    2.5 inherent vice and latent defects;
    2.6 any loss or damage recoverable under warranty.

Municipal plans scrutiny fee

The insurance under this section includes municipal plans scrutiny fees;

PROVIDED THAT:

the total amount recoverable under any item will not exceed the sum insured on the property insured so affected.

Prevention of access (extension to Sub-Section C)

If property within a 10km (ten kilometre) radius of the premises stated in the Schedule is lost or damaged by a peril defined in Sub-section A during the period of insurance and this prevents or hinders the use of or access to the property insured by this Section, the Company will pay any loss of rent the Insured may incur as a result thereof up to an amount

not exceeding 30% (thirty percent) of the sum insured on the affected Building any one event and not exceeding R20 000 000 (twenty million rand) any one period of insurance. The loss of rent calculation will be based on the rent payable immediately preceding the loss or damage or its equivalent rental value.

Public authorities' requirements

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

PROVIDED THAT:

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

Railway and other subrogation

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

Reinstatement value conditions

In the event of the Property being damaged, the basis upon which the amount payable is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new;

PROVIDED THAT:

1. the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable despatch, otherwise no payment beyond the amount which would have been payable if these reinstatement value conditions had not been incorporated herein will be made;
2. until expenditure has been incurred by the Insured in replacing or reinstating the property, the Company shall not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein;
3. if, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the insured property had been damaged exceeds the sum insured thereon at the commencement of any damage to such property by a Defined Event, then the Insured shall be considered as being their own insurer for the excess and will bear a rateable proportion of the loss accordingly.

Each item of this Section (if more than one) to which these conditions apply will be separately subject to this Provision;

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

4.1 the Insured fails to intimate to the Company within 6 (six) months of the date of damage, or such further time as the Company may in writing allow, their intention to replace or reinstate the property;

4.2 the Insured is unable or unwilling to replace or reinstate the property on the same or another site.

Removal of water from basement

The insurance under this Section is extended to include the reasonable costs and expenses necessarily incurred for the immediate removal of water from the basement of the insured building directly caused by a peril defined under Sub-Section A;

PROVIDED THAT:

the Company's liability shall not exceed R5 000 (five thousand rand) any one event and R10 000 (ten thousand rand) in the annual aggregate.

Sanitary ware and fixed glass

Cover is extended to include accidental damage to:

1. sanitary ware including: fixed wash-basins, pedestals, sinks, lavatory pans, splash backs and cisterns; and
2. fixed glass, such as fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandas;

forming part of the insured property;

PROVIDED THAT:

1. chipping, scratching and other disfiguration is excluded;
2. the Company's liability shall not exceed R150 000 (one hundred and fifty thousand rand) for each and every incident of such damage.

Shade nets and canopies

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

PROVIDED THAT:

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

Age of shade nets	% of Co-insurance	Age of shade nets	% of Co-insurance
Up to 1 year	10%	Up to 4 years	60%
Up to 2 years	25%	Up to 5 years	80%
Up to 3 years	40%	Older than 5 years	100%

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

Storage of contents

If the insured property is damaged by an insured peril under Sub-Section A as to be rendered untenantable, the Company will pay for the reasonable costs for temporary storage of the contents in the common area(s) or belonging to the Unit Owner(s) or tenant(s) who normally reside at the insured premises, until the premises is in a tenantable condition.

The Company's liability under this Extension shall not exceed R20 000 (twenty thousand rand) for any one loss or series of losses arising out of one event and R100 000 (one hundred thousand rand) in the annual aggregate.

Temporary removal

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

PROVIDED THAT:

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

Temporary repairs and measures after loss

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

PROVIDED THAT:

the liability of the Company for such costs and expenses shall not exceed in the aggregate R150 000 (one hundred and fifty thousand rand) per event.

Tenants

The Company's liability to the Insured shall not be invalidated by any act or omission on the part of an Owner of a Unit (except if committed by all Owners in concert or except in respect of damage belonging to the Owner whose act or omission caused the damage) or a tenant thereof (without the Insured or the Owner's knowledge). The Insured or Owner shall, however, inform the Company as soon as any such act or omission which is a contravention of any of the Terms, Exceptions or Conditions of this Section comes to their knowledge and will be responsible for any additional premium payable from the date any increased hazard shall be assumed by the Company.

Water leaks/loss of water

The Company will indemnify the Insured for the cost of water lost through leakage from pipes in any Building, Unit or on Common property and for which the Insured is responsible to pay;

PROVIDED THAT:

1. the Company will only indemnify the Insured for the cost of additional water consumption in the event of a quarterly meter reading of water consumption exceeding the average of the previous four quarterly meter readings by 50% (fifty percent) or more;
2. the limit of indemnity in respect of cost of lost water shall not exceed R15 000 (fifteen thousand rand) per event and R50 000 (fifty thousand rand) in the annual aggregate;
3. it is a condition precedent to liability that the Insured shall, on discovery of a leak (by physical evidence or on receipt of abnormally high water reading indicated on the account), take immediate steps to identify and repair the affected leaking apparatus/pipes;
4. in addition the Company will pay for the cost of:

    4.1 identifying water leaks on the premises up to R10 000 (ten thousand rand) per event and R20 000 (twenty thousand rand) in the annual aggregate;

    4.2 filling up swimming pools or ponds following maintenance or repairs up to R10 000 (ten thousand rand) per event and R20 000 (twenty thousand rand) in the annual aggregate;

5. the Company will not be liable to pay for:

    5.1 cost towards remedial action including repairs to affected apparatus/pipes;

    5.2 losses as a result of:

        5.2.1 leaking taps, geysers, toilet systems, swimming pools or any other water tank;

        5.2.2 any deliberate acts by the Insured;

        5.2.3 taps or else left open after being used;

        5.2.4 any unit left unoccupied for more than 31 (thirty one) consecutive days.

Wild baboons and monkeys

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

PROVIDED THAT:

the Company will not pay more than R20 000 (twenty thousand rand) per event and R40 000 (forty thousand rand) in the annual aggregate.

OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

Additional leakage — first loss

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

Where a limit is shown against this additional peril in the Schedule, the amount of such limit shall be the maximum liability of the Company in respect of any one event and, for the purposes of this Extension only, the following shall be substituted for the average condition hereinbefore expressed:

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

Environmental upgrade

In consequence of the Property being so damaged by an insured peril under Sub-Section A, and the Company agrees to the Insured's request to repair or replace the damaged property with more environmentally friendly technology, products or materials that will improve energy and water efficiency, the Company shall pay the amount they would have paid to repair or replace the damaged property using materials similar to the original, plus an additional amount stated in the Schedule against this Extension.

Riot and strike

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein, this Section is extended to cover damage directly occasioned by or through or in consequence of:

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

PROVIDED THAT:

this Extension does not cover:

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

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

Subsidence and landslip (extended cover)

1. This Section is extended to include loss of or damage to the insured property caused by subsidence or landslip of the land supporting the said insured property or heave thereof;

   PROVIDED THAT:

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

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

2. The Company will not be liable for:

   2.1 loss of or damage to septic or conservancy tanks, drains, water courses unless the Building(s) is damaged at the same time by the same event;

   2.2 consequential loss whatsoever;

   2.3 damage existing at commencement of cover.

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

Theft of external fixtures and fittings

Defined Event 7 under Sub-Section A is extended to include theft (or any attempt thereat) of external fixtures and fittings of any insured building at the premises described in the Schedule, accompanied by visible signs of physical damage to the premises following forcible and violent entry into or exit from such insured premises or as a result of theft (or any attempt thereat) following violence or threat of violence.

GEYSERS ALL RISKS

DEFINED EVENTS

Loss of or damage to the Geysers (as defined) and attachments directly or indirectly caused by or attributed to or arising from rupturing, rust, decay, gradual deterioration, wear and tear, cracking, splitting, inherent vice or latent defect. For the purposes of the Section, General Condition 25. *Gradual deterioration*, *wear and tear* is hereby deleted.

DEFINITION OF GEYSER

Geyser means any system or device used solely for the heating of water including all its components, including solar collectors where applicable, and piping within one metre from the system or device.

SPECIFIC EXCEPTIONS

The Company will not be liable for:

1. loss of or damage directly or indirectly caused by or contributed to or arising from faulty or defective design;
2. consequential loss of any kind whatsoever;
3. loss of or damage directly or indirectly caused by or contributed to or arising from the failure of and/or the deliberate withholding and/or lack of supply of water, gas, electricity or fuel;
4. any item forming part of the Geyser and attachments covered by any guarantee;
5. the call out cost to attend to isolated incidents relating to the following without actual Geyser related damage:
    - 5.1 ripple relays;
    - 5.2 faulty circuit breakers;
6. the first amount payable stated in the Schedule in respect of each and every event.

SPECIFIC CONDITION

Installation of Geysers

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

CLAUSES AND EXTENSIONS

Geyser component maintenance cover

This Section is extended to cover repair or replacement of the following components forming part of the insured Geyser;

1. anode rod;
2. drain valve;
3. heating element;
4. pressure relief valve;
5. thermostat;

PROVIDED THAT:

1. the Company’s liability shall not exceed R2 500 (two thousand five thousand rand) per event;
2. the Company shall not be liable to compensate for:
    - 2.1 damage resulting from misuse, abuse, or misapplication;
    - 2.2 any loss or damage recoverable under a manufacturer’s warranty;
    - 2.3 loss of or damage directly or indirectly caused by or contributed to or arising from the failure of and/or the deliberate withholding and/or lack of supply of water, gas, electricity or fuel;

2.4 loss of or damage directly or indirectly caused by or contributed to or arising from any faulty or defective design.

General Condition 25. *Gradual deterioration, wear and tear* shall not apply to this Extension.

OFFICE CONTENTS

SUB-SECTION A – CONTENTS

DEFINED EVENTS

Loss of or damage to the whole or part of the Contents (as defined) owned by the Insured or for which they are legally responsible, including alterations by the Insured as tenants to the building and structures, by:

1. fire;
2. lightning and thunderbolt;
3. subterranean fire;
4. explosion;
5. earthquake (whether arising from mining operations or otherwise), volcanic eruption or other convulsion;
6. special perils:

    6.1 storm, wind, water, hail or snow but excluding damage to property:

        6.1.1 arising from its undergoing any process necessarily involving the use or application of water;

        6.1.2 caused by tidal wave originating from earthquake;

        6.1.3 in the open (other than buildings, structures and plant designed to exist or operate in the open) unless specifically insured as a separate item in the Schedule;

        6.1.4 in any structure not completely roofed unless specifically insured as a separate item in the Schedule;

    6.2 aircraft and other aerial devices or articles dropped therefrom;

    6.3 impact by rocks and boulders (other than meteorites, asteroids or similar bodies entering the earth's atmosphere), animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles;

    PROVIDED THAT:

    this Defined Event (special perils) does not cover:

    1. wear and tear or gradual deterioration;
    2. damage caused or aggravated by:

        2.1 leakage or discharge from any sprinkler or drencher system in the buildings insured hereby;

        2.2 subsidence or landslip;

        2.3 the Insured's failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimisation of any damage;

        2.4 mildew, damp, rising damp, rust, corrosion or rot;

7. theft (or any attempt thereat) accompanied by visible signs of physical damage to the building following forcible and violent entry into or exit from such building or as a result of theft (or any attempt thereat) following violence or threat of violence;

    PROVIDED THAT:

    the Company shall not be liable to pay more than 25% (twenty five percent) of the Contents sum insured.

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

LIMIT OF LIABILITY (applicable to Sub-Section A)

Unless otherwise stated under a specific Defined Event, the Company's liability shall not exceed R250 000 (two hundred fifty thousand rand) for each and every occurrence.

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

DEFINITION OF CONTENTS (applicable to Sub-Section A)

Contents shall mean:

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

LIMITATIONS (applicable to Sub-Section A)

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

SPECIFIC EXCEPTION (applicable to Sub-Section A)

This Sub-Section does not cover loss of or damage to:

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

SUB-SECTION B – RENT

DEFINED EVENTS

Loss of rent actually incurred by the Insured in consequence of the office premises or portion thereof being so damaged by any of the perils specified under Sub-Section A as to be rendered uninhabitable, but only in respect of the period necessary for reinstatement. The indemnity under this Sub-Section will not exceed 30% (thirty percent) of the sum insured or value (whichever is the lesser) of all Contents of the office premises affected.

For the purpose of this Sub-Section, the term 'office premises' will be deemed to extend to any premises or portion thereof in the vicinity of the office premises, damage to which prevents or limits access to the office premises.

SUB-SECTION C – DOCUMENTS

DEFINED EVENTS

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

PROVIDED THAT:

the Company's liability shall not exceed R150 000 (one hundred and fifty thousand rand) per event.

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

DEFINITION OF DOCUMENTS (applicable to Sub-Section C)

The term 'Documents' shall mean:

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

   PROVIDED THAT:

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

LIMITATIONS (applicable to Sub-Section C)

The Company's liability is limited to all costs, charges and expenses incurred by the Insured in replacing or restoring such documents.

SPECIFIC EXCEPTIONS (applicable to Sub-Section C)

This Sub-Section does not cover:

1. loss or damage caused by:

   1.1 electric or electronic or magnetic injury, disturbance or erasure of electronic or magnetic recordings except by lightning;

   1.2 vermin or inherent defect or by processing, copying or other work upon the documents;

   1.3 the dishonesty of any principal, partner or director of the Insured whether acting alone or in collusion with others. This Exception shall not apply to any director who is also an employee of the Insured and whom the Insured have the right at all times to govern, control and direct in the performance of their work in the service of the Insured and in the course of the business;

2. wear and tear or gradual deterioration;
3. costs involved in re-shooting films and audio-visual material and re-recording audio tapes.

SUB-SECTION D – LIABILITY DOCUMENTS

DEFINED EVENTS

Legal liability as a direct consequence of loss of or damage to Documents (as defined in Sub-Section C) and in respect of which payment, reinstatement or repair has been made or liability admitted by the Company under Sub-Section C unless such payment, reinstatement, repair or liability has not been made or admitted solely because the Insured is required to bear the first portion of the loss;

PROVIDED THAT:

the Company's liability shall not exceed R150 000 (one hundred and fifty thousand rand) per event.

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

SPECIFIC EXCEPTIONS (applicable to Sub-Section D)

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

MEMORANDUM (applicable to Sub-Section D)

In respect to Sub-Section D only, General Exception 1. *War, riot and terrorism* is deleted and replaced by the following:

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

SUB-SECTION E – INCREASE IN COST OF WORKING

DEFINED EVENTS

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

The Company will not be liable to pay more than 25% (twenty five percent) of the Contents sum insured in terms of Sub-Section A.

SPECIFIC CONDITION (applicable to Sub-Section A)

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

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

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

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

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

   PROVIDED THAT:

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

CLAUSES AND EXTENSIONS

Alterations and misdescription

The insurance under this Section shall not be prejudiced by any alteration or misdescription of occupancy whether due to the transfer of processes or machinery or by virtue of structural alterations, repairs to buildings, machinery or plant,

PROVIDED THAT:

notice is given to the Company as soon as practicable after such event and the Insured agrees to pay additional premium if required.

Capital additions

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

Discharge or leakage of fire protection systems

Notwithstanding Provision 2.1 of Defined Event 6. *Special perils*, this Section is extended to cover physical loss or damage to insured property directly caused by the accidental discharge or leakage from any sprinkler or drencher system, or any fire extinguishing installation or appliances up to R150 000 (one hundred and fifty thousand rand) per event.

New and additional premises

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

PROVIDED THAT:

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

Removal of debris

The insurance under this Section is extended to include such reasonable costs and expenses as may be necessarily incurred by the Insured in respect of the removal of debris following loss of or damage to the Insured property by any peril hereby insured against;

PROVIDED THAT:

1. the Company's liability for such loss or damage, costs and expenses will not exceed in the aggregate the sum expressed in the Schedule to be insured on the property affected;
2. the Company will not pay for any costs or expenses:

    2.1 incurred in removing such debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site;

    2.2 arising from pollution or contamination of property not insured by this Policy/Section.

Replacement value condition

The basis upon which the amount payable for a claim in respect of Contents is calculated shall be either;

1. the replacement of the Contents by similar property in a condition equal to but not better or more extensive than its condition when new; or
2. the repair of the Contents to a condition substantially the same as but not better than its condition when new;

PROVIDED THAT:

if, at the time of replacement or repair, the sum representing the cost which would have been incurred in replacement if the whole of the Contents had been lost, destroyed or damaged beyond repair exceeds the sum insured thereon at the time of the loss or damage, then the Insured shall be considered as being their own insurer for the difference and will bear a rateable proportion of the loss accordingly.

Sanitary ware and fixed glass

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

Temporary removal

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

PROVIDED THAT:

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

Temporary repairs and measures after loss

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

PROVIDED THAT:

the Company's liability for such costs and expenses shall not exceed in the aggregate R150 000 (one hundred and fifty thousand rand) per event.

Tenants

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

Wild baboons and monkeys

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

PROVIDED THAT:

the Company will not pay more than R20 000 (twenty thousand rand) per event and R40 000 (forty thousand rand) in the annual aggregate.

OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

Additional leakage — first loss

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

Where a limit is shown against this additional peril in the Schedule, the amount of such limit shall be the maximum liability of the Company in respect of any one event and, for the purposes of this Extension only, the following shall be substituted for the average condition hereinbefore expressed:

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

Riot and strike

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein, this Section is extended to cover damage directly occasioned by or through or in consequence of:

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

PROVIDED THAT:

this Extension does not cover:

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

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

Theft (non-forcible)

The following Defined Event is added in respect of Sub-Section A:

Theft (or any attempt thereat) other than by any principal, partner, director or employee of the Insured:

PROVIDED THAT:

the Company shall not be liable to pay more than:

1. 25% (twenty five percent) of the Contents sum insured; or
2. the amount stated in the Schedule; or
3. R250 000 (two hundred and fifty thousand rand) per event;

whichever is the lesser.

BUSINESS INTERRUPTION

DEFINED EVENTS

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

1. the Property Combined Section of this Policy;
2. the Office Contents Section of this Policy;
3. the Solar Power Section of this Policy;
4. any other material damage insurance covering the interest of the Insured;

but only in respect of the perils noted under Defined Events 1, 2, 3, 4, 5 and 6 under the Property Combined Section hereof and the additional perils stated in the Schedule to be included (hereinafter termed 'Damage').

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

DEFINITIONS

Gross rentals	the money paid or payable to the Insured by tenants in respect of rental of the premises and for services rendered
Indemnity period	the period beginning with the commencement of the Damage and ending not later than the number of months thereafter stated in the Schedule during which the results of the business be affected in consequence of the damage

Memorandum applicable to all definitions

If, during the Indemnity period, services are rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on their behalf, the money paid or payable in respect of such services shall be brought into account in arriving at the Gross rentals during the Indemnity period.

Standard gross rentals The Gross rentals during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity period	to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations or other circumstances affecting the business either before or after the Damage or which would have affected the business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage. **Note:** If the Damage occurs before the completion of first year's trading of the business at the premises, the value of bracketed terms shall be calculated by using values proportionate to the results obtained during the period between the commencement of the business and the date of Damage
Annual gross rentals The Gross rentals during the twelve months immediately before the date of the Damage	

BASIS OF SETTLEMENT

Item 1: Gross rentals

The insurance under this item is limited to:

1. loss of Gross rentals; and
2. increase in cost of working;

and the amount payable as indemnity hereunder shall be:

1. **in respect of loss of Gross rentals**

   the amount by which the Gross rentals during the Indemnity period will in consequence of the Damage fall short of the Standard gross rentals;

2. **in respect of increase in cost of working**

   the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross rentals which, but for that expenditure, would have taken place during the Indemnity period in consequence of the Damage, but not exceeding the amount of the loss of Gross rentals thereby avoided;

less any sum saved during the Indemnity period in respect of such of the charges and expenses of the business payable out of Gross rentals as may cease or be reduced in consequence of the Damage, provided that the amount payable will be proportionately reduced if the sum insured in respect of Gross rentals is less than the Annual gross rentals where the maximum Indemnity period is 12 (twelve) months or less, or the appropriate multiple of the Annual gross rentals where the maximum Indemnity period exceeds 12 (twelve) months.

SPECIFIC CONDITIONS

1. The insurance under this Section shall cease if the business is wound up or carried on by a liquidator or judicial manager or is permanently discontinued, except with the written agreement of the Company.
2. On the happening of any Damage in consequence of which a claim may be made under this Section, the Insured shall, in addition to complying with General Conditions 6. *Claims* and 7. *Company's rights after an event*, with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this Section shall, not later than 31 (thirty one) days after the expiry of the Indemnity period, or within such further time as the Company may in writing allow, at their own expense deliver to the Company in writing a statement setting forth particulars of their claim together with details of all other insurance covering the loss or any part of it or consequential loss of any kind resulting therefrom. No claim under this Section shall be payable unless the terms of these Specific Conditions have been complied with and, in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

CLAUSES AND EXTENSIONS

Accountants

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

Deposit premium

In consideration of the premium by Gross rentals being provisional in that it is calculated on 75% (seventy five percent) of the sum insured, the premium is subject to adjustment on expiry of each period of insurance as follows:

1. In the event of the Gross rentals earned (proportionately increased if the number of months referred to in the definition of Indemnity period exceeds 12 (twelve)) during the financial year most nearly concurrent with any period of insurance being less or greater than 75% (seventy five percent) of the sum insured thereon, a pro-rata return or additional premium not exceeding 33.3% (thirty three and one third percent) of the provisional premium paid for such period of insurance will be made in respect of the difference.
2. In the event of a claim being made under this Section, the amount paid or payable thereon shall be regarded as actually earned.

Solar power system(s) limitation

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

PROVIDED THAT:

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

OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

Extensions to other premises

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

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

1. Prevention of access – extended cover

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

PROVIDED THAT:

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

1. 75% (seventy five percent) of the Gross rentals sum insured; or
2. R20 000 000 (twenty million rand); or
3. the sum insured stated in the Schedule;

whichever is the lesser.

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

1.1 the Insured's premises stated in the Policy Schedule;

1.2 Extensions to other premises as stated under the Optional Clauses and Extensions of the Business Interruption section being:

1. Public utilities – insured perils only;
2. Public telecommunications – insured perils only;

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

2. Public telecommunications – insured perils only

2.1 Property at the premises of any public authority which is empowered by law to supply a telecommunications facility to the Insured,

2.2 the transmission facilities network of the public authority mentioned in 2.1;

PROVIDED THAT:

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

1. 75% (seventy five percent) of the Gross rentals sum insured; or
2. R20 000 000 (twenty million rand); or
3. the sum insured stated in the Schedule;

whichever is the lesser.

3. Public utilities – insured perils only

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

PROVIDED THAT:

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

1. 75% (seventy five percent) of the Gross rentals sum insured; or
2. R20 000 000 (twenty million rand); or
3. the sum insured stated in the Schedule;

whichever is the lesser.

MONEY

SUB-SECTION A

DEFINED EVENTS

Loss of or damage to Money (as defined) occurring in the Republic of South Africa, Namibia, Lesotho, Botswana, the Kingdom of Eswatini (formerly Swaziland), Zimbabwe, Mozambique and Malawi except if otherwise specified;

PROVIDED THAT:

the liability of the Company for all loss or damage arising from all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the specific limits stated in the Schedule.

LIMIT OF LIABILITY (applicable to Sub-Section A)

The Company's liability shall not exceed R50 000 (fifty thousand rand) for each and every occurrence.

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

DEFINITIONS

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

SPECIFIC EXCEPTIONS (applicable to Sub-Section A)

The Company shall not be liable for loss of or damage to Money:

1. arising from dishonesty of any member, partner, director, trustee or person(s) in the employ of the Insured not discovered within 14 (fourteen) working days of the occurrence thereof;
2. arising from any event in respect of which a claim is payable, or would be payable but for any first amount payable or co-insured clause under the Fidelity Section of the Policy or any other fidelity insurance;
3. arising from losses or shortage due to error or omission;
4. arising from the use of keys to any safe or strongroom unless the keys:

    4.1 are obtained by violence or threats of violence to any person;

    4.2 are used by the key-holder or some other person with the collusion of the key-holder and the Insured can prove to the satisfaction of the Company that the key-holder or such other person had used the keys to open the safe or strongroom;

5. in an unlocked safe or strongroom whilst the portion of the premises containing such safe or strongroom is unattended but this Exception will not apply if it can be shown to the satisfaction of the Company that the key-holder to the safe or strongroom deliberately left it unlocked with the intention of allowing the Money to be stolen;
6. not contained in a locked safe or strongroom whilst the portion of the premises containing such Money is unattended but this Exception will not apply if it can be shown to the satisfaction of the Company that the person(s) responsible for the Money deliberately left it outside the safe or strongroom with the intention of allowing it to be stolen;

7. in any vehicle being used by the Insured unless a member, partner, director, trustee or employee of the Insured is actually in such vehicle or, if not in such vehicle, is within 5m (five metres) of it in a position from which the vehicle is clearly visible. This Exception will not apply following an accident involving such vehicle rendering the said person incapacitated;
8. caused by incorrect electronic fund transfers by or to the Insured;
9. caused by cyber crime;
10. in the form of cryptocurrency (a digital currency in which encryption techniques are used to regulate the generation of units of currency and verify the transfer of funds, operating independently of a central bank).

Specific Exceptions 4, 5, 6 and 7 will be covered up to R10 000 (ten thousand rand) and such losses will not be reduced by any first amount payable.

SPECIFIC CONDITIONS (applicable to Sub-Section A)

Money in transit

Unless otherwise stated in the Schedule, the Company shall compensate the Insured for loss of or damage to Money (as defined) whilst in transit;

PROVIDED THAT:

1. the transit route is by direct journey and uninterrupted to and from the bank;
2. the Money is not left in an unattended vehicle;
3. Money up to, and including, R20 000 (twenty thousand rand) is carried and under the control of at least one permanent employee of the Insured;
4. Money valued between, and including, R20 001 (twenty thousand and one rand) and R30 000 (thirty thousand rand) is carried and under control of at least two permanent employees of the Insured and split equally between them;
5. Money in excess of R30 000 (thirty thousand rand):

    5.1 is carried by an approved and professional money handler;

    5.2 is carried in a vehicle specifically converted for the purpose of carrying cash;

    5.3 the vehicle is equipped with armed guards and linked to a control room; and

    5.4 Provision 1, 2, 3 and 4 shall not apply to Provision 5.

CLAUSES AND EXTENSIONS (applicable to Sub-Section A)

Credit/debit cards

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

PROVIDED THAT:

1. the card is used by an unauthorised person;
2. the loss is reported immediately to the Police and the registered issuing administrator of the card after the loss of the card is discovered;
3. the Insured complied with all terms and conditions of issue by the registered issuing administrator related to lost or stolen cards;
4. the liability of the Company shall not exceed R10 000 (ten thousand rand) per event and R30 000 (thirty thousand rand) in the annual aggregate.

Custody of Money

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

1. one or more collectors or roundsman while away from the premises;
2. a trustee or employee of the Insured at their residence or while away on a business trip;

PROVIDED THAT:

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

Receptacles and clothing

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

PROVIDED THAT:

the Company's liability under this Extension shall not exceed R20 000 (twenty thousand rand) per event.

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

Skeleton keys

The insurance under this Section extends to cover loss of or damage to the property insured caused or accompanied by entry to Receptacles by use of a skeleton key or other similar device (excluding a duplicate key);

PROVIDED THAT:

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

SUB-SECTION B – PERSONAL ACCIDENT (assault)

The term 'Defined Events' in Sub-Section A shall be deemed to include bodily injury, caused by accidental, violent, external and visible means as a result of theft (or any attempt thereat), to the Insured or to any principal, partner, director, trustee or employee of theirs (hereinafter referred to as 'Such person') while Such person is acting in the course of their duties in their employ.

The Company will pay to the Insured, on behalf of Such person or their estate, the sum(s) stated in the below table in the event of bodily injury to Such person resulting within 24 (twenty four) calendar months in respect of:

Description	Limit of indemnity
• death	R20 000 (twenty thousand rand)
• permanent disability	R20 000 (twenty thousand rand)
• emergency expense shortfall	R20 000 (twenty thousand rand)
• reasonable expenses incurred, up to the sum specified, shall be payable in respect of surgical, dental, nursing home or hospital treatment (including the cost of artificial aid and prostheses and the cost and expenses incurred in emergency transportation or freeing Such person if trapped or bringing Such person to a place of safety) incurred within 24 (twenty four) months of the Defined Event	R30 000 (thirty thousand rand) in the aggregate any one event

MEMORANDA (applicable to permanent disablement benefits)

1. The Company shall not be liable to pay in respect of any one Such person more than the capital sum.
2. This benefit shall not apply to any Such person under 15 (fifteen) or over 70 (seventy) years of age.
3. After suffering bodily injury for which benefit may be payable under this benefit, Such person shall submit to medical examination and undergo any treatment specified. The Company shall not be liable to make any payment unless this Provision is complied with to its satisfaction.
4. General Exception 2. *Nuclear risks* and General Conditions 1. *Other insurance* and 9. *Reinstatement of cover after loss* do not apply to this benefit.

5. In respect of this Extension only General Exception 1. *War, riot and terrorism* is deleted and replaced by the following:

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

CLAUSES AND EXTENSIONS (applicable to Sub-Section B)

1. Bodily injury shall be deemed to include injury caused by starvation, thirst and/or exposure to the elements directly or indirectly resulting from Such person being the victim of theft (or any attempt thereat).
2. In the event of disappearance of any Such person in circumstances which satisfy the Company that he has sustained injury and that such injury has resulted in the death of Such person, the Company will, for the purpose of the insurance, presume their death;

   PROVIDED THAT:

   if, after the Company shall have made payment hereunder in respect of Such person's presumed death, he is found to be alive, such payment shall forthwith be refunded by the Insured to the Company.

OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

Riot and strike extension

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein, this Section is extended to cover loss or damage directly occasioned by or through or in consequence of:

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

PROVIDED THAT:

this Extension does not cover:

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

If the Company can demonstrate that, by reason of Provisos 1, 2, 3, 4 or 5, loss or damage is not covered by this Section, the burden of proving the contrary will rest on the Insured.

COMMERCIAL CRIME

DEFINED EVENTS

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

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

PROVIDED THAT:

1. 1.1 the Company is not liable for all Losses which occurred more than 24 (twenty four) months prior to Discovery;
   1.2 all Losses are Discovered not later than 12 (twelve) months after the termination of:
      1.2.1 this Section; or
      1.2.2 this Section in respect of any insured Employee or Trustee concerned in a Loss; or
      1.2.3 the employment of the insured Employee or Trustee or the last of the insured Employees or Trustees concerned in a Loss;

   whichever occurs first;
2. the renewal of this insurance from period to period or any extension of any period of insurance shall not have the effect of accumulating or increasing the liability of the Company beyond the sum insured stated in the Schedule. If the period of insurance is less than 12 (twelve) months, the Company's liability is limited to the sum stated in the Schedule during any 12 (twelve) month period of insurance calculated from inception to renewal;
3. this insurance shall operate on an each and every occurrence basis and the liability of the Company for all Losses arising from one occurrence shall not exceed the sum insured stated in the Schedule, whether involving any one Employee, Trustee or Third Party or any number of Employees, Trustees or Third Parties acting in Collusion or independently of each other;
4. where indemnity is provided to the Insured in terms of any insurance superseded by the Policy, the liability of the Company shall be limited to only that proportion of the Loss which is not payable in terms of the superseded policy;
5. all acts committed by any one person or in which such person is involved or implicated will be considered one event;
6. the term 'dishonest personal financial gain' shall not include gain by an Employee in the form of salary, salary increases, fees, commissions, bonuses, promotions or other emoluments.

LIMIT OF LIABILITY

The Company's liability shall not exceed R100 000 (one hundred thousand rand) for each and every occurrence.

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

DEFINITIONS

Collusion	any circumstance where two or more persons are concerned or implicated together, and materially assist each other, in committing an act which gives rise to a Loss
Computer Fraud	the unlawful making with intent to defraud of a misrepresentation by means of access to or use, disclosure, processing, deletion, insertion, amendment, interception or manipulation of the information, data, software or systems of the Insured or of any banking institution holding controlling or otherwise dealing with money or property of the Insured or for which the Insured is legally responsible which is initiated, implemented or completed electronically by use of a computer

Discovered	immediately when the Insured or any members of the Insured, officers, partners or Trustees become aware of any act or fact that gives reasonable grounds to believe that a Loss has been suffered or may be incurred even though the exact amount or details of the Loss may not be known at the time that it is discovered
Employee	any natural person whilst in the Insured's regular service and whom they compensate by payment of salary, wages and/or commissions and whom they have the right to govern control and direct in the performance of such service. **The term Employee will include:** 1. part time and temporary Employees performing the duties of an Employee for the Insured and provided by an employment and/or recruitment agency under a written contract of supply; 2. any director of the Insured whilst performing acts within the scope of the usual duties of any Employee; 3. any person while hired or seconded from any other party into the service of the Insured and specifically declared to the Company, whom the Insured has the right at all times to govern, control and direct in the performance of work done in the course of their business; 4. any external contractor, such as but not limited to security guards, specifically declared to the Company, whom the Insured has the right at all times to govern, control and direct in the performance of work done in the course of their business; 5. students, volunteers or persons employed by the Insured on youth training or work experience schemes; 6. any trustee of the Insured, whilst performing acts within the scope of the usual duties of any Employee, of any pension fund, provident fund or benefit fund established by the Insured for the benefit of its Employees; 7. scheme executive; 8. employee or agent of a community scheme who has control over the money of a community scheme; 9. Managing Agent; or 10. contractor, employee or other person acting on behalf of or under the direction of a managing agent, who in the normal course of the community scheme's affairs has access to or control over the monies of the community scheme
Loss	actual and direct financial loss of money, monetary funds, negotiable instruments or corporeal tangible property belonging to the Insured or for which the Insured is legally responsible; PROVIDED THAT: Loss will not include: 1. salaries, fees, commissions, bonuses, promotions, profit share, pensions or any other benefits paid or payable by the Insured in the normal course of employment; 2. a loss arising from the avoidance, breach, cancellation or other termination of a contract, the non-payment or other non-performance by a debtor, the adverse consequences of a business or trade risk or venture or other speculative enterprise or investment, or the provision or receipt of any suretyship or other security
Managing Agent	a person or company and its employees with delegated functions, appointed by the Body Corporate or the company, to control, manage and administer the business or affairs of the Body Corporate or the company. The appointment must be a written contract between the managing agent and the Body Corporate or the company

Theft	the dishonest appropriation of money, monetary funds or property with the intention to steal
Third Party	any party who is not a director, partner, officer, Trustee or Employee of the Insured and including any person who is specifically excluded from the definition of Employee as provided for in this Policy

SPECIFIC EXCEPTIONS

1. The Company shall not be liable for:

   1.1 Loss resulting from or contributed to by any Defined Event by:

      1.1.1 any partner in or of the Insured to the extent that such partner would benefit by indemnity granted under this Section;

      1.1.2 any principal, director or member of the Insured unless such principal director or member is also an Employee;

      1.1.3 any Employee or Trustee from the time the Insured shall become aware that such Employee or Trustee has committed any fraud or dishonesty;

      1.1.4 any Managing Agent which does not hold a valid Fidelity Guarantee and Professional Indemnity insurance policy;

   1.2 any consequential losses of any kind following Losses referred to under Defined Events.

2. Loss caused from the time that the Insured has Discovered that an Employee, Trustee or Third Party, whether acting alone or in Collusion, has committed Theft, fraud, dishonesty or any similar or like act or acts which would give rise to an indemnity under this Section.
3. Fines, penalties, taxes or punitive damages of any nature.
4. Unintentional acts, errors or omissions by the Insured, Employees of the Insured, directors, officers, partners, shareholders, Trustees or members.
5. In respect of Defined Events, any Loss arising from or relating to, whether directly or indirectly:

   5.1 any act or acts involving credit agreement, extension of credit, hire purchase agreement, loan, loan transaction, lease or rental agreement, invoice, account, an agreement or acknowledgment or evidence of debt, payments made or withdrawals from any customer account involving items which are not finally paid for any reason; or

   5.2 any act or acts involving trading or dealing in shares, stocks, equities, bonds, unit trusts, securities, commodities, derivatives, foreign exchange, debentures, or in respect of any of the foregoing any like or similar instrument;

   unless in respect of such Loss, the Insured can prove that such act or acts were committed by an Employee or Trustee with the clear and unequivocal intention to cause the Insured a Loss and results in a dishonest personal financial gain for that Employee, Trustee or any other person or entity, or was committed with the manifest intent or the clear and unequivocal intent to result in a dishonest personal financial gain for the Employee, Trustee or other person or entity.

6. Loss of, or arising from the accessing of, any confidential or proprietary information including but not limited to trade secrets, know how, intellectual property including but not limited to patents, copyrights and trademarks, computer programs or customer information.
7. Loss or damage caused by fire or arising from the malicious, wilful or wanton acts of Employees or Trustees which are coverable under a fire insurance policy or similar insurance.
8. Where the Insured is a company, close corporation or partnership and any principal, shareholder, director, member or partner thereof is involved or implicated in the Loss, the Company will only be liable to the extent of the shareholding, participation, membership or other share of the other principals, shareholders, directors, members or partners of the Insured.

SPECIFIC CONDITIONS

1. The Insured shall institute and/or maintain and continue to employ in every material manner all such systems of check and control, accounting and clerical procedures and methods of conducting their business as has been represented to the Company, but the Insured may:

   1.1 change the remuneration and conditions of service of any Employee;

   1.2 in respect of any Employee who is described in the Schedule by name, change their duties and position;

   1.3 in respect of any Employee who is described in the Schedule only by the position held by themself, remove such employee and place in their position any other person who falls within the definition of Employee;

   1.4 make such other changes as are approved beforehand in writing by the Insured's auditors.

2. If the Insured sustains any Loss to which this Section applies which exceeds the amount payable hereunder in respect of such Loss, the Insured shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken or effected by the Company or for the amount of any first amount payable) by whomsoever made on account of such Loss until fully reimbursed, less the actual cost of effecting the same, and any remainder shall be applied to the reimbursement of the Company and the Insured to the extent of their co-insurance in terms of the Compulsory First Amount Payable Clause and/or Schedule.
3. The Company reserves its right of subrogation against any other insurance policy, effected by any insured person that covers loss of money belonging to the Insured.

CLAUSES AND EXTENSIONS

Accountants

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

Contractual penalties

Loss suffered by the Insured in respect of any penalty legally enforced against them under written contract resulting directly from a Loss covered by this Section provided that any amount paid by the Company in respect of such penalties will be construed as part of any related claim for Loss sustained under Defined Events and will not exceed 10% (ten percent) of the applicable sum insured stated in the Schedule.

Extended cover for past Employees/Trustees

Any person who ceases to be an Employee or Trustee shall, for the purpose of this Section, be considered as being an Employee or Trustee for a period of 31 (thirty one) days after he in fact ceased to be an Employee or Trustee.

Legal fees

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

PROVIDED THAT:

1. notwithstanding anything to the contrary contained in this Section, the Company's liability to make payment in respect of such fees, costs and expenses will only arise in the event that the amount of the Loss exceeds (or allegedly exceeds) the first amount payable that the Insured is required to pay in respect of any claim for Loss under this Section;
2. the amount of the Loss is limited to R50 000 (fifty thousand rand) per event and R100 000 (one hundred thousand rand) in the annual aggregate.

Other insurances

It is a condition of this Section that other than:

1. a money policy;
2. that declared to the Company at inception or renewal or time a claim is submitted;

3. a fidelity pension fund policy which is not in excess of this Section;
4. this Policy;

no other insurance is in force during the currency of this Section to insure against the risks insured hereunder.

Unidentifiable Employees/Trustees

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

OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

Computer losses

The Insured having completed a satisfactory questionnaire, the Computer Losses First Amount Payable clause is deleted.

Costs of recovery

If the Insured sustains any Loss to which this Section applies which exceeds the sum insured hereunder, the Company will, in addition to the sum insured, pay to the Insured the costs and expenses not exceeding the amount stated in the Schedule necessarily incurred with the consent of the Company (which consent shall not be unreasonably withheld) for the recovery or attempted recovery from the Employee or Trustee in respect of whose dishonest or fraudulent acts the claim is made, of that part of the Loss which exceeds the sum insured hereunder. All amounts recovered by the Insured in excess of the said part of the Loss shall be for the benefit of the Company and the Insured to the extent of this co-insurance in terms of the Compulsory First Amount Payable Clause and/or Schedule.

Extortion

The Defined Events shall include Loss due to the taking by extortion from the Insured of money and/or other property by intentionally and unlawfully subjecting the Insured or any director, member, partner, Trustee or Employee of the Insured or a relative or any such person to any threat of physical harm which includes such person to submit to the taking;

PROVIDED THAT:

the person threatened has made every reasonable attempt to report the threat to an associate and to the law enforcement authorities at the earliest reasonable opportunity;

PROVIDED FURTHER THAT:

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

Losses discovered more than 24 (twenty four) months after being committed but not more than 36 (thirty six) months thereafter

1. In consideration of the payment of an additional premium, Provision 1.1 of the Defined Events is restated to read:

   1.1 "the Company is not liable for all Losses which occurred more than 36 (thirty six) months prior to Discovery."

2. If this Policy Section includes the Superseded Insurance Extension, the period referred to in Provision 6 thereof is increased from 24 (twenty four) months to 36 (thirty six) months.

Losses discovered more than 24 (twenty four) months after being committed, subject to satisfactory systems audit

1. In consideration of the accounting firm named in the Schedule having conducted a satisfactory audit of the Insured's systems of:

   1.1 control;
   1.2 fraud, dishonesty and theft detection;

   and subject to the Insured implementing and maintaining all the recommendations contained in such audit;

PROVIDED THAT:

Provision 1.1 of the Defined Events (which limits cover to that part of Losses Discovered within 24 (twenty four) months) and Provision 6 of the Superseded Insurance Extension Clause (if applicable) are deleted.

2. The First Amount Payable clause (or first amount payable as reflected in the Schedule) for Losses Discovered more than 12 (twelve) months after they were committed is deleted.

Reduction/reinstatement of sum insured

The payment by the Company of any Loss involving one Employee or Trustee or any number of Employees or Trustees shall not reduce the Company's liability in respect of the remaining insured Employees or Trustees;

PROVIDED THAT:

1. the maximum amount payable by the Company for all insured Employees or Trustees shall not exceed double the sum insured shown in the Schedule;
2. the Insured pay additional premium calculated in terms of the following formula:

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

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

Retroactive cover – no previous insurance in force

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

Superseded insurance

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

PROVIDED THAT:

1. this Extension is restricted to Losses which would have been payable by the superseded insurance but which are not claimable because of the expiry of the period of time allowed by the superseded insurance for the Discovery of the Defined Events;
2. the Defined Events are Discovered within the sooner of 12 (twelve) months of the termination of the employment of the Employee or Trustee concerned or within 12 (twelve) months of the expiry of this Section;
3. the amount payable under this Extension shall not exceed the amount insured by this Section or the amount insured by the superseded insurance, whichever is the lesser;
4. in the event of the Defined Events involving one Employee/Trustee or any number of Employees/Trustees occurring during both the currency of this Section and that of the superseded policy, the maximum amount payable shall not exceed the amount insured by this Section at the time of Discovery of the Defined Events;
5. this Extension will not apply to Defined Events which occurred more than the number of years stated in the Schedule before inception of this Section;
6. the Company shall not be liable for any Loss which occurred more than 24 (twenty four) months prior to Discovery.

Voluntary first amount payable

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

MEMORANDA

1. In the event of the Discovery of any Loss resulting from a Defined Event, the Insured may, notwithstanding anything to the contrary contained in General Condition 6.2 *Unlawful use, theft, loss or malicious damage to property*, refrain from reporting the matter to the Police, but shall do so immediately should the Company require such action to be taken.

2. Non-disclosure of their own fraud or dishonesty or that of others with whom they are in Collusion by the person signing any proposal form or giving renewal or other instructions shall not prejudice any claim under this Section.
3. General Exceptions 1. *War, riot and terrorism* and 2. *Nuclear risks* and General Condition 9. *Reinstatement of cover after loss* do not apply to this Section.
4. If the sum insured shall be increased at any time, such increased amount shall apply only to Defined Events committed after the date of such increase.

COMPULSORY FIRST AMOUNT PAYABLE

1. Compulsory first amount payable

The amount payable under the Section in respect of a Defined Event involving one person or any number of persons acting in Collusion shall be reduced by:

1.1 2% (two percent) of the aggregate of the sum insured under this Section and the declared insurance, not exceeding R60 000 (sixty thousand rand); plus

1.2 a further amount of 10% (ten percent) of the net amount payable after deduction of the amount specified in 1 above.

2. Computer losses first amount payable

The percentage shown in point 1 of the Compulsory first amount payable Clause is increased from 10% to 20% if the Defined Event results from the dishonest:

2.1 manipulation of;
2.2 input into;
2.3 suppression of input into;
2.4 destruction of;
2.5 alteration of;

any non-networked micro/personal computer program, system, data or software by any insured Employee whose duties involve the managing, supervision, design, creation or alteration of computer systems or program.

3. First amount payable for losses discovered more than 12 (twelve) months after they were committed

If any Defined Event is Discovered more than 12 (twelve) months after:

3.1 it was committed;
3.2 the first event in a series of events is committed by one person or a number of persons acting in Collusion;

the percentages contained in the Compulsory first amount payable and Computer losses first amount payable Clauses are increased as follows:

First amount payable Clause	Discovery period	
	more than 12 (twelve) months after being committed but not more than 24 (twenty four) months thereafter	more than 24 (twenty four) months after being committed but not more than 36 (thirty six) months thereafter (subject to the relevant Optional Extension(s) having been selected)
Compulsory: Point 1 Point 2	 From 2% to 4% From 10% to 15%	 From 2% to 5% From 10% to 20%
Computer losses	From 20% to 30%	From 20% to 35%

Notwithstanding the above, the Insured may opt to claim only for that part of the Loss which was Discovered in a lesser period, in which case the first amount payable applicable for the corresponding lesser period will apply.

BUSINESS ALL RISKS

DEFINED EVENTS

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

SPECIFIC EXCEPTIONS

The Company shall not be liable for:

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

SPECIFIC CONDITIONS

Average

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

Replacement value

The basis upon which the amount payable is to be calculated shall be either:

1. the replacement of the property by similar property in a condition equal to, but not better nor more extensive than, its condition when new; or
2. the repair of the property to a condition substantially the same as, but not better than, its condition when new;

PROVIDED THAT:

if, at the time of replacement or repair, the sum representing the cost which would have been incurred in replacement if the whole of the property had been lost, destroyed or damaged beyond repair exceeds the sum insured thereon at the commencement of the loss or damage, then the Insured will be considered as being their own insurer for the difference and will bear a rateable proportion of the loss accordingly.

CLAUSES AND EXTENSIONS

First amount payable

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

Losses as a result of remote blocking

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

   PROVIDED THAT:

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

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

   PROVIDED THAT:

   1. the police case number is supplied to the Company;
   2. cover shall only apply to property that is separately and individually specified in the Schedule;
   3. after deduction of the first amounts payable in the Schedule, the liability of the Company is further restricted to the sum insured shown on the Schedule or R25 000 (twenty five thousand rand) per event, whichever is the lesser.

OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

Increase in cost of working

The insurance under this Extension is limited to expenditure not otherwise recoverable under this Section, necessarily and reasonably incurred as a result of loss of or damage to property for which payment is made or liability therefore is admitted under this Section, for the purpose of maintaining the normal operation of the business, not exceeding R150 000 (one hundred and fifty thousand rand) or the amount stated in the Schedule, whichever is the lesser.

Riot and strike

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein, this Section is extended to cover loss or damage directly occasioned by or through or in consequence of:

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

PROVIDED THAT:

this Extension does not cover:

1. loss or damage occurring in the Republic of South Africa or Namibia;
2. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;

4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
5. loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

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

ACCIDENTAL DAMAGE

DEFINED EVENT 1 – PROPERTY

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

The amount payable for all loss or damage arising out of one original cause or source shall not exceed the sum stated and notwithstanding General Condition 1. *Other insurance*, this Section shall not be called into contribution for any defined event for which more specific insurance has been arranged.

LIMIT OF LIABILITY (applicable to Defined event 1 – Property)

The Company's liability shall not exceed R250 000 (two hundred and fifty thousand rand) for each and every occurrence.

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

DEFINITION (applicable to Defined Event 1)

Insured property	any tangible property belonging to the Insured or held in trust or on commission for which they are legally responsible other than: 1. current coin (including Krugerrands and similar coins), bank and currency notes, travellers and other cheques, money and postal orders, current unused postage, revenue and holiday pay stamps, credit card vouchers, and other certificates, documents or instruments of a negotiable nature; 2. furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art; 3. property in transit by air, inland waterway or sea; 4. railway locomotives, rolling stock and other railway property, aircraft, watercraft, mechanically or electrically propelled vehicles, motor cycles, mobile plant, caravans and trailers; 5. standing or felled trees, crops, animals, land (including topsoil, backfill, drainage and culverts), driveways, pavements, roads, runways, dams, reservoirs, canals, pipelines (external to the premises), tunnels, cables (external to the premises), cableways, bridges, docks, jetties, wharves, piers, excavations, property below the ground or explosives; 6. electronic data-processing equipment and external data media (punch cards, tape disks and the like) and the information they contain; 7. property in the course of construction, erection or dismantling including materials or supplies related thereto; 8. property in the possession of customers under lease, rental, credit or suspensive sale agreements; 9. glass, china, earthenware, marble and other fragile or brittle objects; 10. solar power systems or any component thereof

SPECIFIC EXCEPTIONS (applicable to Defined Event 1)

The Company shall not be liable for:

1. any peril excluded or circumstance precluded from any other insurance available from the Company at inception hereof or for any first amount payable due by the Insured under such insurance, or for any reduction of the amount payable under any claim due to the application of average;

2. more than the individual value of any item forming part of a pair, set or collection without regard to any special value such item may have as part of such pair, set or collection;
3. unexplained disappearance or shortage only revealed during or after an inventory or errors or omissions in receipts, payments or accounting, or misfiling or misplacing of information;
4. loss of or damage to insured property caused by:

    4.1 any fraudulent scheme, trick, device or false pretence practised on the Insured (or any person having custody of the insured property) or fraud or the dishonesty of any principal or agent of the Insured;

    4.2 overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure. This Exception applies only to vessels, pipes, tubes or similar apparatus;

    4.3 breakdown, electrical, electronic and/or mechanical derangement;

    4.4 altering, bleaching, cleaning, dyeing, manufacture, repair, restoring, servicing, renovating, testing or any other work thereon;

    4.5 fault or defect in its design, formula, specification, drawing, plan, materials, workmanship or professional advice, normal maintenance, gradual deterioration, depreciation, corrosion, rust, oxidation or other chemical action or reaction, frost, change in temperature, expansion or humidity, fermentation or germination, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, pollution, change in colour, flavour, texture or finish or its own wear and tear;

    4.6 denting, chipping, scratching or cracking not affecting the operation of the item;

    4.7 termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions or the action of light;

5. settlement or bedding down, ground heave or cracking of structures or the removal or weakening of support to any insured property;
6. loss of or damage:

    6.1 to chemicals, oils, liquids, fluids, gases or fumes due to leakage or discharge from its container;

    6.2 resulting from leakage or discharge of chemicals, oils, fluids, gases or fumes;

7. failure of and/or the deliberate withholding and/or lack of supplies of water, steam, gas, electricity, fuel or refrigerant;
8. collapse of plant and machinery, buildings and structures (other than shelving or storage platforms) including lifts and escalators;
9. detention, confiscation, forfeiture, impounding, attachment or requisition by any lawfully instituted authority or other judicial process.

SPECIFIC CONDITIONS (applicable to Defined Event 1)

Excluded property (if stated in the Schedule to be applicable)

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

First loss average

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

Reinstatement value

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

PROVIDED THAT:

1. the work of replacement or reinstatement (which may be carried out on another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch otherwise no payment beyond the amount that would have been payable if this clause had not been incorporated in this Section shall be made;
2. the Company shall not be liable for any payment beyond the amount that would have been payable if this clause had not been incorporated in this Section, until expenditure has been incurred by the Insured in replacing or reinstating the lost or damaged insured property;
3. if, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the insured property had been lost or damaged exceeds the sum insured thereon on the occurrence of an insured event, the Insured shall be considered their own insurer for the difference and shall bear a rateable share of loss accordingly. Each item, if more than one, to which this Clause applies shall be separately subject to this Provision;
4. this Clause shall not apply if:

    4.1 the Insured fails to intimate to the Company within 6 (six) months of the insured event or such further time as the Company may allow in writing their intention to replace or reinstate the loss or damaged insured property;

    4.2 the Insured is unable or unwilling to replace or reinstate the lost or damaged insured property on the same or another site.

DEFINED EVENT 2 – LEAKAGE (if stated in the Schedule to be included)

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

DEFINED EVENT 3 – POWER SURGE (if stated in the Schedule to be included)

In the event of loss of or damage to the insured property due to a temporary fluctuation in the current or voltage of an electrical circuit, which was not caused by a direct lightning strike, the Company shall indemnify the Insured up to R500 000 (five hundred thousand rand) or the amount stated in the Schedule, whichever is the lesser, for each and every occurrence or series of losses from one event but not exceeding R1 000 000 (one million rand) in the annual aggregate.

SPECIFIC CONDITIONS (applicable to defined event 3)

1. It is a condition of cover that the insured property must be protected by any SANS (South African National Standard) approved surge arrestors installed on the main distribution board(s) of the insured premises and installation must comply with all SANS requirements.
2. Should the sum insured stated in the Schedule exceed R50 000 (fifty thousand rand), power surge cover will be subject to:

    2.1 the installation of any surge protection device that complies with SANS/IEC 61643-11 low voltage surge protection standards in the main electrical distribution board feeding the equipment;

    2.2 the device must:

        2.2.1 be a 40 kA (8/20) Class 2;

        2.2.2 be wired in terms of SANS 10142-1 Connection type 2;

        2.2.3 have mechanical fault indication;

    2.3 installation by a registered electrician who must provide either of the following:

        2.3.1 an Electrical Certificate of Compliance (CoC) for the installation;

        2.3.2 proof of installation stating the adherence to the required electrical standards and regulations at the time that the device was installed.

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

CLAUSES AND EXTENSIONS

Additional costs

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

1. any costs incurred, due to the necessity to comply with building or other regulations of any public authority, in repair or reinstatement following an insured event;

   PROVIDED THAT:

   such costs do not include;

   1. anything for which notice had been served on the Insured prior to the insured event;
   2. anything connected with undamaged property or undamaged portions of property;
   3. rates, taxes, duties, development and other charges payable under the said regulations due to capital appreciation of the insured property;

2. fees for the examination of municipal or other plans;
3. costs incurred in the necessary demolition, removal of debris (including undamaged contents) and the erection and maintenance of hoardings during demolition and rebuilding;
4. the professional fees of architects, quantity surveyors and other consultants;
5. but the Company will not be liable under 1, 2, 3 or 4 unless the lost or damaged property is replaced or reinstated without undue delay nor under 4. for any expenses in connection with the preparation of the Insured's claim.

Further, the Company will not be liable under 3. for any costs or expenses:

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

The sum insured on all insured property also includes charges levied by any authorised fire brigade for their services.

Mortgagees

From the date of notification, the Company accepts the interest of a mortgagee or others with an insurable interest in the insured property and will not prejudice such interest due to the act or omission of the mortgagor without the mortgagee's knowledge;

PROVIDED THAT:

the mortgagee advises the Company as soon as such act or omission comes to their knowledge and agrees to be responsible for any additional premium resulting from the Company assuming any increased hazard.

Railway and other subrogation

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

Restricted cover

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

Tenants

The Insured will not be prejudiced by the act of any tenant in premises they own or in which they are a co-tenant or of the owner of any premises of which they are a tenant;

PROVIDED THAT:

The Company is notified as soon as they become aware of such act and they pay any additional premium resulting from the Company assuming any additional hazard.

PUBLIC LIABILITY
(CLAIMS-MADE BASIS)

DEFINED EVENTS

All sums which the Insured shall become legally liable to pay, arising from any claim first made against the Insured and notified to the Company during the period of insurance, in respect of Personal or Bodily injury, or loss of or damage to Property (including obstruction, loss of amenities, trespass, nuisance, or interference with any right of way, light, air, or water), including claimant's costs and expenses relating to any claimant or number of claimants, which arises in connection with the Insured as a property owner and in respect of an event after the Retroactive Date stated in the Schedule and occurring within the Geographical limits (as defined);

PROVIDED THAT:

the Company will not be liable to pay more than the Limit of indemnity stated in the Schedule less the First amount payable for which the Insured shall be liable to pay, subject to the Terms, Exceptions, Conditions and Endorsements of this Policy.

MEMORANDUM

This Section forms part of the Policy and to the extent of any inconsistency between the General Exceptions, Conditions and Provisions of the Policy and this Section, the General Exceptions, Conditions and Provisions of the Policy will prevail.

DEFINITIONS

For the purposes of determining the indemnity granted by this Section the following terms shall mean:

Business	1. the duties and requirements of a Body Corporate in terms of the Sectional Titles Act 95 of 1986 as may be applied to this insurance and the registered rules agreed and amended by the appointed Trustees or as may be amended by statutory regulations and/or the provisions thereof; or 2. the duties and requirements of the directors of a company governing the activities of a Homeowners' Association as determined in accordance with the requirements of the Companies Act of 2001 (section 21) (companies not for gain) as may be applied to this insurance or amended by statutory legislation and/or the provisions thereof; or 3. the duties and requirements of the directors/members of a "Share Block" as determined in accordance with the requirements of the Share Block Control Act 59 of 1980 as may be applied to this insurance or amended by statutory legislation and/or the provisions thereof
Bodily injury	death, injury, illness, or disease; and injury may also include nervous shock, mental anguish or mental illness
Employee	any person or persons over whom an authorised Trustee of the Body Corporate or authorised Director of the Company governing the Homeowners' Association or director or member representing the interest of the Share Block investors; have effective direction and control as to the effort and outcome or the work undertaken by an "employee" or "employees" whilst engaged by the Body Corporate or Homeowners' Association provided the "employee" or "employees" act whilst; during and within the scope of their authorised and appointed employment; and are qualified in the undertaking of their required services. The activities of any Managing Agent(s) and/or their employees or appointed contractors (or their subcontractors) are specifically excluded in terms of the definition of an "Employee

Event	any one occurrence, or all occurrences of a series consequent upon, or attributable to, one originating cause including but not limited to one or more occurrences of Bodily injury or Personal injury or loss of or damage to Property, relating to the same failure to act, and will be treated as one single occurrence, irrespective of the number of injured parties, actual claimants, potential or eligible claimants, and whether or not brought by class action or individually by the claimants concerned
First amount payable	the amount stated in the Schedule, which will be payable by the Insured for each event in respect of all damages, claimant's costs and expenses and Defence Costs (including investigation costs other than the company's own salary and other internal costs), before the Company will be liable to make any payment under this Section of the Policy
Geographical Limits	1. the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Mozambique and Malawi; 2. elsewhere in the world excluding United States of America and/or Canada and/or their possessions or protectorates but only in connection with the business carried on by the Insured at or from any premises situated in any of the countries specified in 1. above
Insured	1. the Body Corporate, Homeowners' Association, Share Block Investor's or Retirement scheme including the interest of members therein and all Unit Owners and mortgagees of registered mortgage bonds over the Units in the scheme for their respective rights and interests, hereinafter referred to as the Named Insured; 2. any employee of the Named Insured, while acting on behalf of or in the course and scope of their employment or engagement by the Named Insured
Limit of indemnity	the total liability of the Company for all amounts payable in accordance with the Defined Events, and will not exceed the amount stated in the Schedule. If an event gives rise to a claim or a series of claims which form the subject of an indemnity under more than one operative section of this Section of the Policy, the total amount of the Company's liability will at all times be limited to the greatest Limit of indemnity available under any one of the operative sections in this Section of the Policy affording indemnity for the claim or series of claims. The Limit of indemnity will be determined with reference to the Schedule, or such other limit as may apply by virtue of an endorsement to, or specific sub-limit set out in this Section of the Policy. Where the limit of indemnity states "in the annual aggregate", the Company's total liability for all claims arising in any one period of insurance will be limited to the stated amount irrespective of the number of events giving rise to such claims
Personal injury	bodily injury, invasion of the right to privacy, discrimination, libel and slander, defamation of character, wrongful arrest, detention, imprisonment, eviction or wrongful accusation of shoplifting
Pollutants	any solid, liquid, gaseous, or thermal irritants, smoke, vapour, soot, fumes, acids, alkalis, chemicals, waste, or other substances or contaminants, bacteria, moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi); which actually or are alleged to adversely affect land, water, atmosphere, property, buildings, other structures, or people, animals, plants, and all other living organisms, or the general environment
Pollution hazard	1. actual, alleged, or threatened: 1.1 ingestion, inhalation, absorption, release, escape, discharge, dispersal, seepage of, contact with, or exposure to Pollutants; 1.2 subsequent spread, migration, or movement of Pollutants following 1.1 above;

Pollution hazard (cont.)	2. the costs of cleaning up, containing, treating, detoxifying, neutralising, removing, monitoring of, or testing for, Pollutants and their effects, whether or not these are performed by the Insured or third parties
Property	tangible property, except where it includes rights of light, air, and water but, for the avoidance of doubt, will not include information (including electronically stored information), intellectual property, or intangible property rights of any kind, or any value therein
Pure financial loss	any pecuniary or economic loss or expense
Retroactive date	the date stated in the Schedule
System failure	malfunction or non-function of any mechanical and/or electronic system (whether or not the Insured's property) caused by: 1. the response of a Computer to any date or date change; or 2. the failure of a Computer to respond to any date or date change; or 3. any loss of damage to change or corruption in, data or software on a computer or computer system; or any computer virus, or hacking into or degradation of, or breach of security in, or denial of access to, a Computer, computer system, or website. Computer includes computer hardware, computer software, microchip, microprocessor, any electronic equipment, and any device that gives or receives electronic instructions or information

SPECIFIC EXCEPTIONS

In addition to the General Exceptions of this Policy, and notwithstanding anything to the contrary contained within the Policy, the Company will not be liable to indemnify the Insured under this Section against any liability:

1. Household or family member

death, injury or damage sustained by any member of the same household or family as the insured.

2. Ownership, care, custody or control

for loss of, or damage to property belonging to, or in the Insured's care, custody or control.

3. Property worked upon

damage to property being worked upon and arising out of such work.

4. Vehicles, aircraft, hovercraft, watercraft or offshore installation

arising from the ownership, possession, or use by, or on the insured's behalf or an employee of the Insured of:

4.1 any mechanically propelled vehicle or attached trailer, while in use in circumstances where compulsory insurance or security is required by any road traffic legislation, but this Exception will not apply to liability caused by:

4.1.1 the loading or unloading of any such vehicle or trailer, arising beyond the limits of any carriageway or thoroughfare;

4.1.2 any self-propelled mechanical plant, or any machinery or apparatus attached to any other vehicle, while used as a tool of trade, other than in circumstances where such liability is governed by any road traffic legislation requiring compulsory insurance or security;

4.2 any aircraft or other aerial device, hovercraft, watercraft, or offshore installation but this Exception will not apply to liability caused by:

4.2.1 hand propelled watercraft or sailing craft not exceeding 8m (eight metres) in length; or

4.2.2 watercraft not exceeding 25m (twenty five metres) in length, not owned by the Insured but used by the Insured for business entertainment purposes, with the exception of racing or trials;

PROVIDED THAT:

the Insured is not entitled to an indemnity under any other Policy.

5. Products

arising from any product, other than food or drink provided for consumption on the Insured's premises.

6. Defective workmanship

consequent upon injury or damage after the completion and handing over of any work and caused by or through or in connection with any defect or error or omission from such work.

7. Employee

for loss of or Bodily injury sustained by an Employee, Trustee, director, or someone acting under a contract of service, which arises out of and/or in the course of their employment, trusteeship, directorship or engagement by the Insured or any liability attaching to the Insured by virtue of any workmen's compensation, unemployment compensation or disability benefits law or any similar law or regulation.

8. Pollution

arising directly or indirectly from any Pollution hazard:

8.1 in the United States of America and/or Canada and/or their respective possessions or protectorates;

8.2 elsewhere in the world, other than in those countries or territories referred to in 8.1 above, except where the Pollution hazard results from a sudden, accidental, unexpected, and unintended, identifiable incident that takes place in its entirety at a specific identifiable time and place during the period of insurance;

PROVIDED THAT:

the indemnity granted will not extend to events arising directly or indirectly from any Pollution hazard that involves bacteria, moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by molds or fungi);

PROVIDED FURTHER THAT:

the total indemnity payable will be the limit of indemnity for Sub-Section 1.

9. Contractual liability

that is assumed by the Insured under a contract or agreement, unless such liability would have attached to the Insured in the absence of the said contract or agreement.

This Exception will include any liability that:

9.1 arises under any penalty clause or in respect of fines or liquidated damages; or

9.2 arises out of the sole negligence of third parties; or

9.3 attaches by virtue of any waiver of subrogation rights against third parties; or

9.4 arises by reason of Personal injury to any employee of third parties, unless, once again, such liability would have attached to the Insured in the absence of the said contract or agreement.

10. Professional services

arising out of any act, error, or omission, in the provision for a fee of any advice, treatment, design services, instructions, or specification, but this Exception will not apply to first aid activities.

11. Efficacy

arising out of the failure of a Product, or any part thereof, to fulfil the purpose for which it was intended, or to perform as specified, warranted, or guaranteed; but this Exception will not apply to consequent Bodily Injury or loss of or damage to Property.

12. Recall

arising out of recalling, removing, repairing, replacing, reinstating, or the cost of, or reduction in value of, any Product, if such liability arises from any defect therein or the harmful nature or unsuitability thereof.

13. Fines, penalties and punitive damages

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

14. Advertising

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

14.1 made by, or at the Insured's direction, with knowledge of the falsity thereof, or

14.2 related to advertising, publishing, broadcasting, or telecasting activities, conducted by or on the Insured's behalf.

15. Toxic substances

arising directly or indirectly from the manufacture, supply, installation, storage, ownership, possession, handling, use, repair, removal, stripping, dismantling, or disposal, of lead, formaldehyde, or polychlorinated biphenyl, or other materials, which the Insured knows, or has reason to suspect, contains lead or formaldehyde or polychlorinated biphenyl.

16. System failure

associated with, or caused by, a System failure, if a System failure forms an identifiable element in the chain of events from which the liability arises, whether or not it is the proximate cause of the liability.

17. Pure financial loss

for Pure financial loss, unless such Pure financial loss is a direct result of Personal injury or loss of or damage to Property for which indemnity is provided by this Section of the Policy.

18. Retroactive date

arising out of or relating to any Event which occurs prior to the Retroactive date.

19. Deliberate acts

arising out of Personal injury or loss of or damage to Property resulting from, whether directly or indirectly, a deliberate act or omission on the Insured's part or any of the Insured's Employees.

20. Jurisdiction

arising out of Personal injury or any loss of or damage to Property, in respect of judgments delivered or obtained in the first instance other than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and the Kingdom of Eswatini (formerly Swaziland).

21. Vibration/support

arising out of Personal injury or loss of or damage to Property resulting from, whether directly or indirectly the intentional removal of support of any Property.

SPECIFIC CONDITIONS

To the extent of any inconsistency between the General Conditions of this Policy and the Specific Conditions appearing below, the Specific Conditions will take precedent in respect of this Section of the Policy.

1. Observance of terms

The Insured will abide by and fulfil all Terms, Conditions and Endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured. The truth of the statements, answers and information supplied in connection with this Policy will be a condition precedent to any liability of the Company to indemnify the Insured.

2. Claims co-operation

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

2.1 provide the Company with such particulars and information as the Company may require, immediately on request;

2.2 forward to the Company any communication, court process or documentation, or any other documents received relating to such circumstance or claim immediately on receipt;

2.3 give the Company all information and assistance required as soon as practicable, and, where the Company has conduct of proceedings, within such time limits as are specified by the Company's legal representatives;

2.4 make no admission of liability, payment, offer or promise of payment, or agree to compromise or indemnify or waive any right of subrogation or recovery, without the express prior written consent of the Company.

3. Claims control

The Company will be entitled, at its own discretion, to take over and conduct in the Insured's name the defence or settlement of any claim, and prosecute at its own expense, and for its own benefit, any claims for indemnity or damages against any other persons.

4. Deductible

The First amount payable will be subject to the following provisions:

4.1 where the Company has incurred expenditure in the defence and/or settlement of any claim the First amount payable will be payable in whole or in part:

4.1.1 at any stage when in respect of a claim sums have been paid in respect of damages, claimant's expenses and/or defence costs and loss adjusting expenses; or

4.1.2 at the settlement or closure of any claim; or

4.1.3 where at its own discretion the Company so requires;

4.2 the Company may at its own discretion, or where it is statutorily obliged to do so, pay sums falling within the First amount payable to effect a settlement of any claim or potential claim, and, upon notification that such a payment has been made, the Insured will immediately reimburse the Company for the payment;

4.3 the terms of this Policy, including without limitation those governing the Company's rights in relation to the conduct and defence of claims and the Insured's duties in the event of a claim, will not be affected or modified in any way by the existence or application of the First amount payable.

5. Discharge of liability

The Company may at any time, at its own discretion, pay to the Insured the limit of indemnity under this Policy, or any lesser sum(s) for which any claim(s) can be settled, and the Company, after the deduction of any sum(s) already paid in connection with such claim(s), will not be under further liability, except for the payment of defence costs and expenses already agreed and incurred;

PROVIDED THAT:

in the event of any claim(s) or series of claims resulting in a liability of the Insured to pay in excess of the Limit of indemnity, the Company's liability by virtue of a judgment or settlement for such costs and expenses, will not exceed an amount being in the same proportion as the Limit of indemnity bears to the total payment made by or on the Insured's behalf in settlement of the claim(s).

6. Alteration of Risk

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

6.1 until the Company has agreed in writing to accept the altered risk; and

6.2 the Insured paid or agreed to pay any additional premium required by the Company.

7. Adjustments

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

7.1 keep an accurate record of all relevant particulars and at any reasonable time allow the Company to inspect such record;

7.2 within one month of the expiry of each period of insurance furnish to the Company such information as the Company requires for such expired period and the premium for such period will thereupon be adjusted by the Company and the difference be paid by, or allowed to, the Insured as the case may be subject to any agreed minimum premium.

8. Law

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

9. Amendment

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

10. Offset of premium

The Company will be entitled, at its own discretion, to deduct from sums due to be paid in respect of claims admitted by the Company under this Section of the Policy, any sums owed to the Company by the Insured in respect of premium(s) due under this Policy.

11. Standard extended reporting period

If this Section of the Policy is not renewed or is cancelled then the Insured will have 31 (thirty one) days beyond the expiry date of the period of insurance in which to notify the Company of any formal claim and/or writ and/or other demand for compensation or court process received prior to the expiry date of this Section of the Policy for any event which happened after the Retroactive date and within the period of insurance.

12. Special extended reporting period option (to be exercised by the Insured in writing in the event of non-renewal).

At the Insured's option, which option must be exercised within 31 (thirty one) days of non-renewal of this Section of the Policy, and payment of the additional premium required by the Company within 31 (thirty one) days, in respect of the period within which any claim or circumstance that may give rise to a claim in terms of this Section of the Policy is to be reported in terms of General Condition 6. *Claims*, the Company agrees that notice given within 36 (thirty six) months (hereinafter referred to as the Special extended reporting period option) immediately following the expiry (non-renewal) of this Section will be regarded as having been reported on the last day preceding the expiry (non-renewal).

CLAUSES AND EXTENSIONS

Subject to all the Terms, Exceptions, Conditions and Endorsements relating to this Section of the Policy, the Insured will be indemnified as below. The total of all payments made under these Extensions will be part of and not in addition to the Limit of indemnity, unless otherwise stated, and is also subject to the deductible as stated in the Schedule.

Automatic acquisitions

The indemnity afforded by this Section of the Policy will apply automatically to all operations including premises acquired, established or created during the period of insurance;

PROVIDED THAT:

1. the Insured notifies the Company in writing with full underwriting information:
   - 1.1 within 90 (ninety) days for new acquisitions where annual turnover is not more than 15% (fifteen percent) of the Insured's last published annual turnover figure and there is no material alteration to the business or risk;
   - 1.2 as soon as practicable for new acquisitions other than as detailed in 1.1 above;
   - 1.3 at the beginning of any new period of insurance if this is earlier than 1.1 or 1.2 above;
2. turnover for any new acquisitions will be declared in accordance with Specific Condition 7 where this Section of the Policy is written on an adjustable basis;
3. the Company reserves the right to:
   - 3.1 establish a separate rate and premium and, if appropriate, terms where the Section of the Policy is written on a nonadjustable basis and the total annual turnover of the new acquisitions represents an increase in turnover greater than 15% (fifteen percent) of the estimate provided at the beginning of the period of insurance; or
   - 3.2 accept or deny coverage at the time of notification and to establish a separate rate and premium and, if appropriate, terms for any such coverage where the new acquisition represents a material alteration to the business or risk.

Car parks

Notwithstanding the Exceptions applicable to this Section and anything else to the contrary in this Section of the Policy, the Company will indemnify the Insured in respect of liability as herein provided arising from loss of or damage to vehicles and their contents and accessories, the property of tenants, customers, visitors or Employees of the Insured using parking facilities provided by the Insured.

Cross liability

If the Insured comprises more than one party, the Company will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each;

PROVIDED THAT:

the total liability of the Company for all liability sustained by any or all of the Insureds will not exceed the Limit of indemnity stated in the Schedule applicable to this Section of the Policy.

Damage to leased or rented premises

Notwithstanding Specific Exception 2 to this Section, the indemnity provided under this Section will extend to include liability for accidental loss of or damage to premises (including fixtures or fittings) leased or hired by, or rented to the Insured under a written contract or agreement, but this Extension will not apply to liability:

1. assumed by the Insured under such contract or agreement, which would not have attached in the absence of such contract or agreement, unless agreed to in writing by the Company;
2. for fire or any other peril against which such contract or agreement requires that insurance is effected;
3. arising out of breach of any term, condition, or warranty under any other applicable insurance policy.

Defence costs

The Company will also pay all other costs, charges, expenses and legal costs recoverable from the Insured by a claimant or any number of claimants or incurred by the Company or incurred by the Insured with the Company's prior written consent:

1. in the defence or settlement of any claim under this section of the Policy or any action or prosecution brought against the Insured in respect of Bodily injury or damage to Property or other liability as insured in terms of this Section of the Policy;
2. in the representation at any inquest or accident inquiry in respect of Bodily injury which may form the subject of indemnity under this Section of the Policy and/or in defending any proceedings in any court of first instance in respect of matters which may form the subject of indemnity under this Section of the Policy.

It is understood and agreed that the Defence Costs, as set out above and for which the Company may agree to pay from time to time, will not be in addition to the Limit of indemnity stated in the Schedule. The Company's total liability will not exceed the Limit of indemnity.

Food and drink

It is agreed and understood that this Section shall be extended to cover the Insured's legal liability for claims made against them for accidental Bodily injury of and/or accidental Property damage to any third party which occurs during the period of insurance and arises out of poisoning by or foreign or deleterious matter in food or drink consumed in or about the premises specified in the Schedule;

PROVIDED THAT:

the Insured shall at all times take every possible precaution to prevent the sale or supply of any condition or free from contamination or for human consumption.

Liability by agreement

This Section will also indemnify the Insured against liability assumed by the Insured under any contract entered into with or given to any rail service provider, government or quasi-government departments, provincial administrations, municipalities and/or similar bodies covering the use of railway sidings or in respect of cartage (hazardous premises) agreements and/or agreements of a similar nature.

Security firms

Notwithstanding Specific Exception 9 of this Section, if in terms of a contract with a security firm engaged to protect the insured property or persons in the course of the Insured's business, and the Insured becomes legally liable for the acts or omissions of the employees of the security firm in the course of their employment, then this Section includes such legal liability to the extent that indemnity would have been granted under this Section, had the said employees been under a contract of service to the Insured and not the security firm, but not exceeding the limit of indemnity stated in the Schedule.

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

Spread of fire

The Insured will be indemnified against loss of or damage to third party Property as a result of spread of fire from the insured property;

PROVIDED THAT:

1. the limit of indemnity shall not exceed R5 000 000 (five million rand) any one event; or
2. the Public Liability limit stated in the Schedule, whichever is the lesser.

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

Statutory legal defence costs

The Company will pay legal costs incurred by the Insured or at the Insured's request by any director, trustee or managing agent for the defence of a prosecution (including an appeal against a conviction) for a breach of statute or amending legislation with similar intent enacted within South Africa, committed or alleged to have been committed during the period of insurance in the course of the Business;

PROVIDED THAT:

1. the prosecution arises out of an event which is the subject of this Section;
2. the Company will not be liable for fines or penalties of any kind;
3. the Insured is not entitled to indemnity under any other policy;
4. the proceedings are not consequent upon any deliberate act or omission by:
    - 4.1 the Insured;
    - 4.2 any director, Managing agent or Trustee of the Insured;
    - 4.3 any Employee with any specific responsibility for compliance with any legislation which could reasonable have been expected to constitute a breach of the said legislation;
5. the Company will not pay more than R150 000 (one hundred and fifty thousand rand) per event and R250 000 (two hundred and fifty thousand rand) in the annual aggregate.

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

Wrongful arrest and defamation

The Company will also pay for costs:

1. resulting from wrongful arrest (including assault in connection with such wrongful arrest); and
2. in respect of defamation;

PROVIDED THAT:

the Company will not be liable to pay more than R150 000 (one hundred and fifty thousand rand) per any one event and R250 000 (two hundred and fifty thousand rand) in the annual aggregate.

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

OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

Trustees' Indemnity

The amount payable under this Extension for any wrongful act by any Trustee(s), inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants, and all other costs and expenses incurred with the Company's consent, for any one event or series of events with one original cause or source or during any one (annual) period of insurance, will not exceed in the aggregate the Limit of indemnity for this Extension stated in the Schedule.

For the purpose of this cover, a wrongful act shall be any actual or alleged breach of trust, breach of duty, neglect, error, misstatement, misleading statement, omission or other act wrongfully committed or attempted by a Trustee which arises solely by reason of acting in a capacity as Trustee of a Body Corporate;

PROVIDED THAT:

Notwithstanding anything to the contrary contained within the Policy, the Company will not indemnify the Insured under this Extension in respect of:

1. any liability for the payment of VAT;
2. any remuneration or other monies to which the Body Corporate or Trustee(s) is legally entitled;
3. any indemnity claimed or claimable in terms of any other insurance;
4. any Trustee committing any wrongful act knowing such actions to be illegal, fraudulent or of malicious intent;
5. the first amount payable stated in the Schedule.

UMBRELLA LIABILITY
(CLAIMS-MADE BASIS)

1. OPERATIVE CLAUSE

1.1 The Insured is indemnified up to the Indemnity Limit against the legally enforceable consequences of causing Injury, Damage or Malice or providing Negligent Advice (all as defined in clause 2), in the course of carrying out the Business, but only in respect of resultant claims made by others for damages, costs, fees and expenses, and in accordance with the law and procedure anywhere in the world but not in respect of any judgment, award, or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part).

1.2 All costs reasonably and necessarily incurred in defending or settling such claims will also be paid by the Insurers, as will costs of legal or similar representation at any inquest or other official enquiry into any incident which the Insurers agree might give rise to a valid claim under this Policy.

2. DEFINITIONS

For the purpose of this Policy, wherever they appear, the words or terms below shall be interpreted as follows:

Injury	is death, injury, illness (mental or physical), disease, assault, false imprisonment or arrest of or to any person.
Damage	is loss of or damage to tangible property, conversion, trespass, nuisance or wrongful interference with the enjoyment of rights over tangible property.
Malice	is malicious legal proceedings, malicious falsehood, defamation, unfair competition or infringement of copyright, title, slogan or idea.
Negligent Advice	is incorrect or inadequate advice given in the promotion of the Insured's Products, but without expectation of any other reward.
The 'Business'	is defined in the Schedule, but also includes all organisations or functions operated for the benefit of the Insured's employees or visitors or for the protection or promotion of the Insured's activities.
Product	is any article after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by on or behalf of the Insured.

3. LIMIT OF INDEMNITY

The Insurers' total liability to pay compensation, damages and costs as detailed in clause 1.2, during the period of this Policy will not exceed the amount shown in the Schedule:

3.1 in respect of the total of all claims arising out of or in connection with Products or Negligent Advice;

3.2 in respect of each and every other claim or series of claims arising out of one originating cause (subject always to clause 5.7);

3.3 in the event of any one originating cause giving rise to a claim or series of claims which form the subject of indemnity by more than one of the Underlying Policies or Sections of that Policy the Indemnity Limit shown in the Schedule shall apply to each Underlying Policy or Sections of that Policy provided the Insurer’s total liability shall be limited to the greatest Indemnity Limit.

4. POLICY INTENTION

Within the limits of the Operative Clause this Policy provides indemnity in the following alternative circumstances:

4.1 Excess layer protection

Where the claim is prima facie covered by the terms of any of the policies listed as Scheduled Underlying Insurances, then this Policy operates only to the extent that the claim is not met by such Underlying Insurance solely because of the inadequacy of the Underlying Indemnity Limit.

4.2 Difference in condition protection

Where the claim is within the scope of the Operative Clause of any Scheduled Underlying Insurance, then this Policy operates only when such claim is rejected by the Underlying Insurers because of a policy Term, Condition or Exclusion.

4.3 Additional risk protection

Where the claim is outside the scope of the operative clause of any Scheduled Underlying Insurance, then this Policy operates within the limitations of its own Operative Clause.

This Clause 4 establishes the intention of this Policy, but does not modify, alter or extend the specified Terms, Conditions and Exclusions of this Policy, which remain paramount.

5. EXCESS LAYER PROTECTION

5.1 In respect of any claim which forms the subject of indemnity by any Scheduled Underlying Insurance, this Policy is declared to be subject to the same terms, conditions and exclusions as such Underlying Insurance and the Insurers of this Policy agree to follow the decision of the Underlying Insurer in interpreting such terms, conditions and exclusions.

5.2 Any decision of the Underlying Insurer to accept a claim on an 'ex gratia' or 'without prejudice' basis shall, however, not be binding on the Insurers of this Policy.

5.3 No action or decision of the Underlying Insurer which prejudices the rights of the Insurers in the conduct or settlement of any claim under this Policy shall be binding on the Insurers.

5.4 This Clause provides indemnity in respect of claims which are primarily indemnified, during the period of this Policy, by a Scheduled Underlying Insurance:

5.4.1 in excess of the Indemnity Limit stated to apply to the Scheduled Underlying Insurance, except where such limit has been reduced or exhausted by reason of claims, in which case this Policy pays in excess of the residual limit (if any);

5.4.2 for those costs defined in Clause 1.2 provided these are not recoverable from the Scheduled Underlying Insurance. In the event of the wording of the Scheduled Underlying Insurance contradicting and thereby legally amending this provision, the Insurers' maximum liability under this sub-clause shall be the same proportion of incurred costs as the settled claim bears to the respective Indemnity Limit.

5.5 Where the Indemnity Limit of the Scheduled Underlying Insurance is exhausted by reason of a claim which is also indemnified by this Policy, the Insurers will continue to follow the original decision of the Underlying Insurer in respect of that claim in accordance with Clause 5.1.

5.6 Where the Indemnity Limit of the Scheduled Underlying Insurance is exhausted by previous claims and as a consequence this Policy operates as a primary policy, in respect of any claims which would otherwise have been indemnified by the Scheduled Underlying Insurance, the Insurers will interpret this Policy as if the Underlying Insurance had still been in force.

5.7 Where the Scheduled Underlying Insurance states that generally or in respect of specified claims the Indemnity Limit is the aggregate of all indemnifiable claims occurring or made during the Underlying period of insurance, then the Indemnity Limit under this Policy is declared to be on an identical basis as the Scheduled Underlying Insurance.

5.8 Where the Insurers of a Scheduled Underlying Insurance decline to grant indemnity in respect of a claim on the grounds that either:

5.8.1 the loss did not occur;

5.8.2 the event did not occur;

5.8.3 or the claim was not made;

during the policy period (as the case may be) and as a consequence such claim falls to be indemnified by a policy effected prior to the relevant Scheduled Underlying Insurance, then such prior policy shall be treated as if it was a Scheduled Underlying Insurance. For the purpose of this Clause 5.8, the indemnity limit of the prior policy shall be deemed to be not less than the Indemnity Limit as stated in respect of the relevant Scheduled Underlying Insurance without allowance for reduction or exhaustion of such limit. In all other respects the provisions of this Clause 5 will apply.

5.9 Where the Insured in indemnified against a claim by a policy not listed as a Scheduled Underlying Insurance (other than in circumstances described in 5.8 above) then the Insurers may at their sole option (which must be exercised within a reasonable time) deem such policy to be Underlying Insurance, in which event the provisions of this Clause 5 will apply as far as possible.

6. DIFFERENCE IN CONDITIONS PROTECTION

6.1 Where a claim is indemnifiable by the operative clause of a Scheduled Underlying Insurance, but is then declared by the Underlying Insurer to be excluded by reason of a policy term, exclusion or condition, then this Policy will indemnify the Insured in accordance with this Policy's Operative Clause and Terms and Conditions.

6.2 Where a claim is not excluded by the operative clause of a Scheduled Underlying Insurance which has however been exhausted by reason of other claims and where, in the opinion of the Insurers of this Policy such claim would have been excluded by the Underlying Insurance by reason of a term, exclusion or condition, then the provisions of this Clause 6 will apply.

6.3 The Insurers will follow the provisions of the operative clause of the appropriate Scheduled Underlying Insurance in determining the basis on which the Insured is indemnified by this Clause of the Policy, being either:

6.3.1 in respect of Injury, Damage or Malice occurring or Negligent Advice given during the Period of this Policy (losses occurring); or

6.3.2 in respect of claims made against the Insured during the Period of this Policy following Injury, Damage, Malice or Negligent Advice (claims made).

6.4 Whilst the basis of cover will follow the provisions of the operative clause of the Scheduled Underlying Insurance as detailed in Clause 6.3, the interpretation of these provisions will be the decision of the Insurers and not the Underlying Insurers. If the Scheduled Underlying Insurance is on a claims-made basis, then the Insurers of this Policy will deal with any claims arising out of an event or circumstance first notified by the Insured to the Insurers during the Period of this Policy as if the claims had been made during the Period of this Policy even if the Scheduled Underlying Insurance contains no similar provision.

6.5 If the Underlying Insurer repudiates a claim on the basis of an exclusion relating to the failure of a product to perform as specified, warranted or guaranteed, or to fulfill its intended purpose and such Underlying Insurance is on a losses-occurring basis and the circumstances of the claim are such that the Insured or the Insurers cannot mutually agree when the loss occurred, then the Insurers of this Policy will deal with the claim on the basis that the loss occurred when the claimant first notified the Insured of a circumstance or an event which subsequently gave rise to an indemnifiable claim.

6.6 Generally, this Clause 6 does not provide indemnity where a claim is excluded by the wording of the operative clause of the Scheduled Underlying Insurance. There are, however, two specific exceptions to this rule, being where a claim is excluded by the Scheduled Underlying Insurance:

6.6.1 solely on the grounds that the Injury or damage was not accidental by nature, or did not arise out of an accident;

6.6.2 solely on the grounds that temporary loss of use of property or reduction in value of property did not constitute 'damage' within the terms of the operative clause of the Scheduled Underlying Insurance. subject always to the provisions of Exclusions 12.5 and 12.9.

7. ADDITIONAL RISKS PROTECTION

7.1 This Clause will indemnify the Insured in respect of any claim which is not the subject of indemnity by any other policy of insurance, is not indemnified (either in whole or in part) by Clauses 5 or 6 of this Policy and which forms the subject of indemnity by the Operative Clause.

7.2 The indemnity granted by this Clause 7 is limited to claims made against the Insured during the Period of this Policy, or events or circumstances notified by the Insured to the Insurers during such Period which subsequently give rise to claims being made.

7.3 The Indemnity Limit of this Policy in respect of cover granted by this Clause 7 is limited to the aggregate of all claims made during the Period of this Policy, or events or circumstances notified by the Insured to the Insurers during such Period which subsequently give rise to claims being made.

7.4 No indemnity is provided by this Clause where the Insurers of a Scheduled Underlying Insurance decline to grant indemnity in respect of a claim on the grounds that the Injury, Damage, Malice, Negligent Advice or event did not occur or the claim was not made, during the policy period (as the case may be).

8. INDEMNITY TO OTHERS

The indemnity granted shall extend at the Insured's option and subject to the Insurers' consent which consent shall not be unreasonably withheld, to:

8.1 directors, partners or employees of the Insured in that capacity or in their private capacity arising out of any temporary engagement (undertaken with the Insured's consent) of the Insured's employees;

8.2 any person or party to the extent that any contract entered into by the Insured requires that such indemnity is given;

8.3 the personal representatives of any person or party indemnified;

PROVIDED THAT:

all such persons or parties shall observe, fulfill and be subject to the Terms, Exclusions and Conditions of this Policy.

9. CROSS LIABILITIES

The Insured and persons or parties indemnified by Clause 8 are separately indemnified in respect of claims made by one against the other, subject to the Insurers' total liability not exceeding the Indemnity Limit.

10. CLAUSE 5 EXCLUSION

10.1 No indemnity is granted by Clause 5 for any sub-limited cover that falls below the main underlying limit as stated in the Schedule.

10.2 No indemnity is granted by Clause 5 for Care, Custody and Control regardless of the underlying limit of indemnity provided for this cover.

11. CLAUSE 6 & 7 EXCLUSIONS

No indemnity is granted by Clauses 6 and 7 in respect of liability for or arising out of:

***11.1 Aircraft or watercraft**

the ownership, hire purchase or leasing of any aircraft, watercraft or hovercraft (other than watercraft not exceeding 15,25 metres in length and then only whilst on inland waterways) by or on behalf of the Insured;

***11.2 Ship and aviation repairs**

the repair, maintenance, refueling or defueling of any aircraft, watercraft or hovercraft undertaken by or on behalf of the Insured as a revenue-producing activity;

11.3 Directors and officers liability and professional indemnity

acts, errors or omissions of the directors or officers of the Insured when acting in their capacity as such, or in the provision by the Insured of professional services which shall include advice given, any action taken or work done by the Insured when carrying on their functions in any capacity involving special skill or knowledge in their calling, or the failure to discharge any obligations pursuant thereto. This exclusion does not apply to the provision of Negligent Advice (as defined);

11.4 Environmental impairment

seepage, pollution or contamination being the natural consequence of the operation or existence of the Business;

11.5 "Step-Down" Deductible

the amount of the Deductible stated in the Schedule in respect of each and every claim, or series of claims arising from one originating cause;

11.6 Property

damage to property owned, leased or hired by or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control other than premises (or the contents thereof) temporarily occupied by the Insured for work therein, or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to the property on which the Insured is working and which arises out of such work).

*Exclusions 11.1 and 11.2 do not apply to liability for death, injury, illness or disease of or to employees of the Insured arising out of such employment, subject to Policy Exclusion 11.12.

12. POLICY EXCLUSIONS

No indemnity is granted by this Policy against liability:

12.1 Punitive and exemplary damages

to pay awards or damages of a punitive or exemplary nature;

12.2 Pollution

arising out of:

12.2.1 seepage, pollution or contamination provided always that this Exclusion shall not apply where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening;

12.2.2 the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening.

Nothing herein shall be construed as extending this Insurance to indemnify the Insured for any liability which would not have been covered under this Insurance in the absence of this Exclusion 12.2;

12.3 Retroactive date

for any Injury, Damage or Malice, or for the provision of Negligent Advice which occurs prior to the Retroactive Date which is applicable to the Underlying Insurance or as stated in the Schedule, whichever is the latter.

For purposes of this Exclusion, where any Injury or Damage resulting from continuous or continual inhalation, ingestion, absorption or application of any substance or condition and where the Insured and the Insurers cannot mutually agree when the Injury or Damage occurred, then:

12.3.1 Injury shall be deemed to have occurred when the claimant first obtained medical advice or treatment for the Injury, whether or not the Injury was correctly diagnosed at the time;

12.3.2 Damage shall be deemed to have occurred when the claimant first became aware of the existence of the Damage;

12.4 Known events

arising out of any circumstance, matter or thing which the Insured may reasonably be expected to suppose may give rise to a claim against the Insured and known by the Insured to have occurred prior to the inception of this Policy;

12.5 Deliberate acts

arising out of any deliberate or intentional failure of the Insured's management to take reasonable precautions to prevent Injury, Damage or Malice occurring or Negligent Advice being given;

12.6 Employee benefits

for any benefits for which the Insured is liable under any relevant workmen's compensation, unemployment compensation or disability benefits law and/or similar law and/or scheme unless the Insured has assumed such liability (which would not otherwise have attached) by agreement with a third party;

12.7 Motor

which is the subject of statutory or similar legislation controlling the use of motor vehicles or trailers and in respect of which liability:

12.7.1 the Insured is compelled to effect insurance or otherwise to furnish security; or

12.7.2 the State or other Governmental Authority has accepted responsibility;

12.8 Product replacement

for the costs necessary to repair, replace, recondition or modify any Product or part thereof and/or for the loss of use of any Product or part thereof;

12.9 Product recall

arising out of the recall of any Product or part thereof;

12.10 Performance guarantees

arising out of performance warranties or guarantees, or clauses stipulating liquidated damages or penalties, except to the extent that it is proved that such liability would have existed in the absence of any contractual provision;

12.11 Pure financial loss

arising out of pure economic loss where no bodily injury or physical damage had occurred;

12.12 Product inefficacy

arising out of a Product’s failure to perform as specified, warranted or guaranteed and to fulfill its intended function;

12.13 Gradually operating causes

for personal Injury caused or contributed to by prolonged exposure to substances, factors or circumstances peculiar to any particular employment or occupation. This Exclusion is applicable to Employer's Liability only;

12.14 Total asbestos exclusion

it is hereby understood and agreed that this contract shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity provided that the loss or losses are caused or contributed to by the hazardous nature of asbestos;

12.15 Motor balance of third party

for Motor Balance of Third Party liability unless such liability is in excess of the Scheduled Underlying Insurance and is indemnifiable thereby;

12.16 Unfair labour practice

for any unfair labour practice including but not limited to unfair dismissal within the meaning of the Labour Relations Act No. 28 of 1956 as amended, or any Act passed in substitution therefor;

12.17 Nuclear risks

12.17.1 for loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom;

12.17.2 any consequential loss of whatsoever nature;

directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

For the purposes of the Exclusion only combustion shall include any self-sustaining process of nuclear fission.

The indemnity provided by this Policy shall not apply to nor include any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

If the Insurer can demonstrate that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect;

12.18 Compulsory insurance

arising out of any circumstance compulsorily insurable by legislation;

12.19 Unlawful competition

for any Claim or Claims whether actual or alleged howsoever arising in connection with or based upon or arising from or in any way involving actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities or as may otherwise arise from or be based upon or relate to any breach of a provision of the Competition Act No. 89 of 1998 as amended or any similar provision, act or regulation as may be in force in any jurisdiction or country in which the Insured's liability arose;

12.20 Motor compulsory insurance

in respect of any compensation payable by the Scheduled Underlying Motor Liability insurance in respect of liability for death of or bodily Injury to persons being carried in or upon or getting into or alighting from a vehicle, no indemnity is granted by this policy against liability for Injury which:

12.20.1 is the subject of legislation enacted for the purpose of providing compensation for loss or damage wrongfully caused by the driving of a motor vehicle; or

12.20.2 is the subject of legislation controlling the use of motor vehicles or trailers and in respect of which liability:

a) the Insured is compelled to effect insurance or otherwise furnish security; or

b) the State or other governmental authority has accepted responsibility; or

12.20.3 is suffered as a result of an emotional shock by a person other than an injured party on witnessing, observing or being informed of the Injury of another person as a result of the driving of a motor vehicle.

This exclusion shall apply notwithstanding that no insurance under such legislation is in force or has been effected, or that compensation is not paid for any reason whatsoever.

13. POLICY CONDITIONS

13.1 Law and jurisdiction

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

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

13.2 Premium

Unless otherwise stated, the Premium shown in the Schedule is a fixed annual premium but if it is a provisional premium based on estimates made and provided by the Insured, the Insured undertakes to keep an accurate and proper record of matters relevant to the calculation of premium and shall, within a reasonable time following the expiry of each period of insurance, provide the Insurers with a proper and correct statement so that the premium for that period shall be calculated and the difference paid by or allowed to the Insured as the case may be (subject to any minimum premium that may have been agreed).

13.3 Inspect and audit

The Insurers shall be permitted but not obliged to inspect the Insured's property and operations at any time. Neither the Insurers' rights to make inspection nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property or operations are safe, or healthy, or are in compliance with any law, rule or regulation.

The Insurers may examine and audit the Insured's books and records at any time as far as they are relevant to this Policy or any underlying policy.

13.4 Insured's obligation to report to Insurers

The Insured shall, immediately they become aware of any of the following, give notice thereof in writing to the Insurers:

13.4.1 any and all claims made against the Insured;

13.4.2 any circumstance or any other matter or thing which might give rise to a claim by the Insured under this Policy.

The Insurers shall upon receipt of written notice from the Insured in terms of either of the aforegoing provisions be entitled to investigate all and any matters which in the absolute discretion of the Insurers are relevant to the aforegoing, and the Insured shall do all things necessary and comply with Condition 13.3 to enable the Insurers to investigate as aforesaid.

Inadvertent failure to comply with this Condition because the Insured could not reasonably have anticipated that the event would give rise to a claim under this Policy will not be construed as a breach of this Condition.

13.5 Assistance and co-operation of the Insured

The Insurers shall be entitled but not obliged to assume control of the settlement or defence of any claim made or suit brought or proceedings instituted against the Insured.

The Insurers shall have the right and shall be given the opportunity to associate with the Insured or their underlying Insurer, or both, in the defence of any control of any claim, suit or proceeding which involves the Insurers or within the Underlying Indemnity Limit, in which event the Insured, such Underlying Insurers and the Insurers shall cooperate in all things in the defence of such claim, suit or proceeding and the Insured shall make available to the Insurers such information and afford access to such records as the Insurers may require.

The Insured shall enforce all rights of contribution and indemnity against any person or organisation who may be liable to the Insured in respect of any occurrence which has given rise to liability of the Insured and which is the subject of a claim for indemnity in terms of this Policy.

13.6 Appeals

In the event of the Insured or their Underlying Insurer electing not to appeal against a judgment in excess of the underlying limits, the Insurers may elect to make such appeal at their own cost and expense, and shall be liable for the taxable costs and disbursements and interests on judgment incidental thereto, as are incurred as a result of such election, but in no event shall the liability of the Insurers exceed the amount applicable to any one occurrence. If the Insurers shall make such an appeal the Insured shall themselves, and shall procure that their underlying Insurers, make available to the Insurers all such evidence and materials as the Insurers may require.

The Insured shall do all things necessary to enable the Insurers to act in accordance with this Condition.

13.7 Claim payable

Indemnity will not be provided under Clause 5 until the relevant Underlying Insurers have agreed to pay the underlying indemnity limit as defined in 5.4.1.

13.8 Bankruptcy or insolvency

In the event of bankruptcy, insolvency or sequestration of the estate of the Insured, whether voluntary or involuntary, or upon takeover of the Insured's business by any Court Official, Trustee or Liquidator, acting or appointed for this purpose, this Policy shall thereupon terminate without the necessity of the Insurers giving notice of such cancellation. In the event of such termination the Insurer will refund such Court Official, Trustee or Liquidator the unearned premium or pro-rata thereon whichever is the lesser.

13.9 Underlying insurances

The Indemnity granted by this Policy is conditional upon the Underlying Insurances remaining in force throughout the Period of Insurance for the indemnity limits stated on the Schedule of underlying insurances attached to this Policy (other than where reduced or exhausted by claims).

13.10 Other insurance

If the Insured has effected insurance for the purpose of providing indemnity other than a policy specifically to provide indemnity in excess of this Policy, the insurance afforded by this Policy shall not contribute with such other insurance. The Provisions of this Condition shall apply notwithstanding that the aforesaid policy be voidable or that the Insurer be entitled to avoid liability for an occurrence which has given rise to a claim under such other policy.

13.11 Subrogation

No admission, offer or payment which results in a claim under this Policy may be made or given by or on behalf of the Insured or the Insurers of any Scheduled underlying Insurance Policy without the written consent of the Insurers. The Insured will take all reasonable steps to ensure that the underlying Insurers will co-operate with the Insurers in the defence and settlement of any claim which is indemnifiable both by a Scheduled underlying insurance policy and this Policy, and in the exercise of any subrogation rights. The costs incurred in exercising such rights and any amounts recovered shall be apportioned to each party according to the sums paid or payable under the respective policies.

13.12 Changes

Notice to or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy nor stop the Insurers from asserting any rights under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy, signed by an authorised representative of the Insurers.

13.13 Assignment

Assignment of interest under this Policy shall not bind the Insurers until their consent is endorsed hereon.

13.14 Cancellation

Insurer

This policy may be cancelled by the Insurers by the giving of 31 (thirty one) days' written notice of such cancellation.

Insured

This policy may be cancelled by the Insured by giving immediate notice of such cancellation;

PROVIDED THAT:

the Insurers have not been notified of any claim under the policy or any circumstance, matter or thing which may give rise to such a claim there shall be a pro rata refund premium subject to the terms of Condition 13.2.

13.15 Currency

Indemnity payments for Damages, costs, fees and expenses shall be made in the currency where the claim against the Insured arose.

13.16 Due observance

The due observance and fulfillment of all Provisions in this Policy that require anything to be done or complied with by the Insured is precedent to any liability of the Insurers in respect of any occurrence for which the Insured makes a claim under this Policy.

13.17 Fraudulent claims

If any claim under this Policy is in any respect fraudulent, the benefit afforded under this Policy in respect of such claim shall be forfeited.

13.18 The privacy of your personal information

The Insurer cares about the privacy, security and online safety of the Insured's personal information and the Insurer takes their responsibility to protect this information very seriously. Below is a summary of how the Insurer deals with the Insured's personal information. For a more detailed explanation, please read the Insurer's official Privacy Notice on their website.

Processing the Insured's personal information:

The Insurer has to collect and process some of the Insured's personal information in order to provide products and services, and also as required by insurance, tax and other legislation.

Sharing the Insured's personal information:

The Insurer will share the Insured's personal information with other Insurers, industry bodies, credit agencies and service providers. This includes information about the Insured's insurance, claims and premium payments. The Insurer does this to assess claims, prevent fraud and to conduct surveys.

Accessing the Insured's medical information:

The Insurer may ask the Insured to undergo any necessary medical testing, blood testing and examinations. The Insured may also ask the Insured to send any medical information needed to accurately assess the risk and/or claims.

Protecting the Insured's personal information:

The Insurer takes every reasonable precaution to protect the Insured's personal information (including information about the Insured's activities) from theft, unauthorised access and disruption of services.

Receiving marketing from the Insurer:

Please contact the Insurer to change any marketing preferences. Remember that even if it is chosen not to receive marketing from the Insurer, communications about this product will still be sent.

EMPLOYERS' LIABILITY
(CLAIMS-MADE BASIS)

DEFINED EVENTS

Damages which the Insured shall become legally liable to pay consequent upon death of or bodily injury to or illness of any person employed under a contract of service or apprenticeship with the Insured, which occurred in the course of and in connection with such person's employment by the Insured within the territorial limits and on or after the retroactive date shown in the Schedule, and which results in a claim or claims first being made against the Insured in writing during the period of insurance.

LIMIT OF INDEMNITY

The amount payable, inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants, and all other costs and expenses incurred with the Company's consent for any one event or series of events with one original cause or source, shall not exceed the limit of indemnity stated in the Schedule.

TERRITORIAL LIMITS

Worldwide (excluding the USA and Canada operations), but not in connection with:

1. any business carried on by the Insured at or from premises outside; or
2. any contract for the performance of work outside;

the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi and Mozambique.

SPECIFIC EXCEPTIONS

This Section does not cover:

1. liability assumed by the Insured under any contract, undertaking or agreement where such liability would not have attached to the Insured in the absence of such contract, undertaking or agreement;
2. liability for disease or impairment attributable to a gradually operating cause which does not arise from a sudden and identifiable accident or event;
3. fines, penalties, punitive, exemplary or vindictive damages;
4. 4.1 damages in respect of judgments delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and the Kingdom of Eswatini (formerly Swaziland);
   4.2 costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the area described in 4.1 above;
5. any claim arising from an event known to the Insured:
   5.1 which is not reported to the Company in terms of General Condition 6. *Claims*;
   5.2 prior to inception of this Section;
6. any claim (in the event of cancellation or non-renewal of this Section) not first made in writing against the Insured within the 48 (forty eight) month period (or extended period in respect of minors) as specified in Specific condition 2.

SPECIFIC CONDITIONS

1. Any claim first made in writing against the Insured as a result of a Defined Event reported in terms of General Condition 6. *Claims* (hereinafter termed 'reported event') shall be treated as if it had first been made against the Insured on the same day that the Insured reported the event to the Company.

2. In the event of cancellation or non-renewal of the Policy:

   2.1 any claim resulting from a reported event, first made in writing against the Insured during the 48 (forty eight) months immediately following cancellation or non-renewal shall be treated as having been made against the Insured on the same day that the Insured reported the event. If the claimant is a minor, the period of 48 (forty eight) months will be extended until the expiry of 12 (twelve) months after the attainment of majority by the claimant;

   2.2 the Insured may report an event in terms of General Condition 6. *Claims* to the Company for up to 15 (fifteen) days after cancellation or non-renewal;

   PROVIDED THAT:

   1. such event occurred during the period of insurance;
   2. any subsequent claim first made in writing against the Insured as a result of such event shall be treated as if it had first been made on the last day preceding cancellation or non-renewal and is subject to the 48 (forty eight) month period specified in 2.1 above.

3. Any series of claims made against the Insured by one or more than one claimant during any period of insurance consequent upon one event or series of events with one original cause or source shall be treated as if they all had first been made against the Insured:

   3.1 on the date that the event was reported by the Insured in terms of General Condition 6. *Claims*; or

   3.2 if the Insured was not aware of any event which could have given rise to a claim, on the date that the first claim of the series was first made in writing against the Insured.

CLAUSES AND EXTENSIONS

Extended reporting

Subject to all the Terms, Exceptions and Conditions of this Section, the Company agrees to extend the period during which the Insured may report an event in terms of General Condition 6. *Claims* for a period to be agreed, but in no circumstances exceeding 36 (thirty six) months (hereinafter referred to as 'Extended reporting period');

PROVIDED THAT:

1. this option may only be exercised in the event of the Company cancelling or refusing to renew this Section;
2. this option must be exercised by the Insured in writing within 31 (thirty one) days of cancellation or non-renewal;
3. once exercised, the option cannot be cancelled by either the Insured or the Company;
4. the Insured has not obtained insurance equal in scope and cover to this Section as expiring;
5. the Company shall only be liable for a Defined Event which occurred after the retroactive date but prior to date of cancellation or non-renewal;
6. claims first made against the Insured or any reported events by the Insured during the Extended reporting period shall be treated as if they were first made or reported on the last day preceding the cancellation or non-renewal;
7. the total amount payable by the Company for claims made or reported events during the Extended reporting period shall not have the effect of increasing the limit of indemnity applicable as on the last day preceding the cancellation or non-renewal;
8. any claim made, following a reported event during the Extended reporting period, which is first made against the Insured in writing more than 48 (forty eight) months after the last day preceding cancellation or non-renewal, shall not be subject to indemnification by this Extension. If the claimant is a minor, the period of 48 (forty eight) months is extended until the expiry of 12 (twelve) months after the attainment of majority by the claimant.

Principals

Where a principal and the Insured are liable for the same damages and where any contract or agreement between a principal and the Insured so requires, the Company will, notwithstanding the aforementioned Specific Exception 1 above, indemnify the principal in like manner to the Insured but only so far as concerns the liability of the principal to an employee as aforementioned for death or bodily injury to or illness of such person resulting from the negligence of the Insured or the Insured's employees;

PROVIDED THAT:

1. in the event of a claim in terms of this Extension, the Insured shall endeavor to arrange with the principal for the conduct and control of all claims to be vested in the Company;
2. the principal shall, as though he were the Insured, fulfill and be subject to the Terms, Exceptions and Conditions (both General and Specific) of this Policy in so far as they can apply;
3. the liability of the Company is not hereby increased.

MEMORANDUM

In respect of this section only, General Exception 1. *War, riot and terrorism* is deleted and replaced by the following:

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

CYBER INSURANCE
(CLAIMS-MADE BASIS)

DEFINED EVENTS

Notwithstanding General Exception 5. *Cyber exclusion*, and subject to the Terms, Condition and Exclusions of this Policy, including this Section, the Company agrees to:

1. Cyber liability

indemnify the Insured for amounts the Insured are legally liable to pay as Loss resulting directly from a Claim first made against the Insured and notified to the Company in accordance with the Provisions of this Section during the Policy Period as a result of a Wrongful Act.

2. Crisis management expenses and notification expenses

pay Crisis Management Expenses and Notification Expenses incurred by the Insured resulting directly from a Claim first made and notified to the Company in accordance with the Provisions of this Section during the Policy Period as a result of a Wrongful Act.

3. First party expenses

pay First Party Expenses incurred by the Insured during the Restoration Period, resulting directly from a Claim first made and notified to the Company in accordance with the Provisions of this Section during the Policy Period as a result of a Wrongful Act.

4. Cyber extortion

reimburse Cyber Extortion Loss incurred by the Insured resulting directly from a Claim first made and notified to the Company in accordance with the Provisions of this Section during the Policy Period as a result of a Wrongful Act.

5. Digital media liability

indemnify the Insured for Loss which the Insured is legally liable to pay resulting directly from a Claim first made against the Insured and notified to the Company in accordance with the Provisions of this Section during the Policy Period as a result of a Harmful Act;

PROVIDED THAT:

1. the Company's maximum liability for all payments on claims made during the Policy Period, including all Expenses, shall be the lesser of the applicable Defined Event Limit of Indemnity or the unpaid portion of the applicable Aggregate Limit of Indemnity in the Schedule for this Section for each Policy Period, regardless of the number of Claims or applicable Defined Events;
2. claims involving the same or directly related Wrongful Acts or Harmful Acts constitutes a single Claim, originating at the earliest date a Claim is first made alleging such Wrongful Act or Harmful Act;
3. the Company is only liable to pay that part of each Loss or Expenses that exceeds the applicable Deductible. The Deductible is applicable to each and every Claim;
4. should more than one of the Defined Events be applicable to a Claim, the highest of the applicable Deductibles stated in the Schedule shall be the sole Deductible applied. Any applicable time Deductible would apply in addition notwithstanding the aforementioned;
5. neither General Provision 1 nor any other Extensions of cover contained in the Policy shall apply to the cover provided under this Section unless otherwise stated in the Schedule.

MEMORANDUM

This Section forms part of the Policy and to the extent of any inconsistency between the General Exceptions, Conditions and Provisions of the Policy and this Section, the General Exceptions, Conditions and Provisions of this Section will prevail.

DEFINITIONS

Body Corporate	the Body Corporate as defined in the Sectional Titles Schemes Management Act (No. 8 of 2011) as amended or substituted from time to time and named in the Schedule
Claim	1. a written demand for damages or injunctive relief against the Insured; 2. a civil, criminal or penal judicial, administrative, investigative or regulatory proceeding, or arbitration commenced against the Insured by the service of a statement of claim or similar pleading, the receipt or filing of a notice of charges, hearing or proceeding, the return of an indictment or laying of information request, or a notice of intent to arbitrate or similar document; 3. a proceeding commenced by the Insured's receipt of a complaint made to or by the Information Regulator or a similar governmental regulatory body; 4. for Defined Event 2, notification by the Insured to the Company of an actual or potential Privacy Breach or Network Security Breach; 5. for Defined Event 3, Claim shall only mean a Network Security Breach; or 6. for Defined Event 4, Claim shall only mean a Cyber Extortion Threat
Claim Expenses	reasonable and necessary costs, charges, fees and expenses (other than regular or overtime wages, salaries, fees or overheads of the Insured or any Subsidiary) incurred by the Company or the Insured with the prior written consent of the Company, in defending Claims or investigating circumstances which may, in the Insured's reasoned opinion, lead to a Claim
Crisis Management Expenses	reasonable and necessary expenses approved by the Company within 1 (one) year of the Insured notifying the Company of the Wrongful Act, for a public relations consultant and related advertising or communication expenses at the direction of said consultant
Cyber Extortion Loss	1. Cyber Extortion Payment; 2. reasonable and necessary forensic fees and expenses to determine and neutralise any Malicious Code or other compromise of the Insured's Computer System; 3. reasonable and necessary fees and expenses of the cyber extortion negotiator to investigate, determine and to end a Cyber Extortion Threat; PROVIDED THAT: 1. the Cyber Extortion Loss shall not exceed the covered Expenses that the Insured would have incurred had the Cyber Extortion Payment not been paid; 2. Cyber Extortion Loss does not include any matters deemed uninsurable under the law governing the jurisdiction where the Insured has operations
Cyber Extortion Payment	funds or property paid with the Company's prior consent to terminate a Cyber Extortion Threat
Cyber Extortion Threat	a credible threat (accompanied by a demand for funds or property), directed at the Insured to intentionally introduce Malicious Code to, carry out a Denial of Service Attack against, or commit a Theft of Data from the Insured's Computer System
Data	the Insured's machine readable information
Deductible	the first amount payable by the Insured
Denial of Service Attack	deliberate attack on the Insured's Computer System which restricts or prevents access by persons authorised to access same
Digital Multimedia Activities	the publication or broadcast by the Insured of any digital media content
Downstream Attack	use of the Insured's Computer System to attain Unauthorised Use of or Unauthorised Access to, participate in a Denial of Service Attack against or transmit Malicious Code to a foreign Computer System

Expenses	all Claim Expenses, Crisis Management Expenses, Notification Expenses, First Party Expenses and Cyber Extortion Loss
First Party Expenses	the following reasonable and necessary costs and expenses incurred by the Insured within 1 (one) year of the Insured notifying the Company of the Wrongful Act: 1. to restore, re-collect, or replace Data. If Data cannot be restored, re-collected or replaced, the actual costs incurred up to such determination; 2. of specialists, investigators, forensic auditors, or loss adjusters to conduct a review to substantiate that a Network Security Breach occurred, or to determine the scope, cause or extent of any theft or unauthorised disclosure of information or Data or Privacy Breach; 3. reasonable and necessary costs and expenses incurred by the Insured to contain the Network Security Breach; including the use of external equipment, services, labour, premises or additional operating costs
Harmful Act	the following acts committed or attempted on or after the Retroactive Date, resulting directly from the Insured's Digital Multimedia Activities: 1. defamation; 2. unintentional infringement of copyright, domain name, title, slogan, trademark, trade name, service mark, service name or license agreement and unintentional infliction of trade duress; 3. unintentional invasion, infringement, or interference with rights to privacy or publicity, including public disclosure of private facts, intrusion and commercial appropriation of name or likeness **Harmful Act does not include the Insured's actual or alleged:** 1. copyright infringement in relation to software, source code or software license; 2. discrimination; 3. restraint of trade, deceptive trade practices, unfair competition or antitrust violations; 4. infringement or publication, display, copying, theft or misappropriation of any proprietary information by, or with the active involvement of any Insured; 5. trademark infringement through the containment or display of goods, products or services; 6. divulging of trade secrets; 7. Digital Multimedia Activities performed on internal message boards or messaging systems; 8. errors in financial data published or publicised by the Insured; 9. any other intellectual property except to the extent covered by 1, 2 or 3
Insured	1. the Insured Organisation; 2. Insured Person; 3. Scheme Executive; and 4. Managing Agent
Insured Organisation	the legal entity designated in the Schedule as the Insured, registered in terms of, the Companies Act (No. 71 of 2008), or Share Blocks Control Act (No. 59 of 1980) or the Housing Development Schemes for Retired Persons Act (No. 65 of 1988) all as amended or substituted from time to time, or any similar applicable legislation.

Insured Person	1. any past or present director, officer, trustee, employee (whether temporary or part-time), partner, or principal of the Insured Organisation or a Subsidiary, but only while acting on behalf of or in the interest of the Insured Organisation or a Subsidiary; 2. independent contractors of the Insured Organisation or of a Subsidiary who are natural persons, but only with respect to Wrongful Acts within the scope of such person's duties performed on behalf of the Insured Organisation or of a Subsidiary; and 3. any entity required by contract to be named an Insured under this Section and consented to in writing by the Company, but only for acts as detailed under the relevant Defined Event
Loss	1. Claim Expenses resulting directly from a Claim; 2. amounts which the Insured is legally obligated to pay resulting directly from a Claim in respect of: 2.1 judgments or awards rendered against the Insured; 2.2 regulatory fines, penalties or punitive damages imposed by a governmental regulatory body, to the extent payable and insurable under the law governing the Insured's operations; or 2.3 settlements which have been approved or negotiated by the Company **Loss does not include:** 1. profits, restitution, or disgorgement of profits by any Insured; 2. costs to comply with orders granting injunctive or non-monetary relief; 3. return or offset of fees, charges, royalties or commissions for goods or services; 4. non-compensatory (except to the extent covered at (2.2)), multiple or liquidated damages; 5. fines or penalties (except to the extent covered at (2.2)); 6. damages, fines, penalties or awards from industry-wide, non-firm specific regulatory inquiry or action; 7. any amount which the Insured is not legally liable to pay; 8. loss of any remuneration or financial advantage to which the Insured was not legally entitled; 9. matters deemed uninsurable under the jurisdiction in which a Claim is brought; and 10. matters relating to laws not pursuant to which this Section may be construed
Malicious Code	software designed to infiltrate or damage the Computer System without the Insured's consent
Managing Agent	a person or company inclusive of its permanent employees with delegated functions, appointed by the Body Corporate or the Insured Organisation to control, manage and administer the business or affairs of the Body Corporate and/or Insured Organisation
Network Security Breach	a Downstream attack, Unauthorised Access to, Unauthorised Use of, Theft of Data from, Denial of Service Attack against or transmission of Malicious Code to the Insured's Computer System, including physical theft of any part thereof
Notification Expenses	reasonable and necessary expenses approved by the Company within 1 (one) year of the Insured notifying the Company of the Wrongful Act, to comply with governmental privacy legislation or Guidelines recommending as best practice, notification in the event of a Privacy Breach or Network Security Breach
Privacy Breach	a statutory, regulatory or common law breach of confidentiality, infringement, or violation of any right to privacy, which results in harm to employees of the Insured or third parties

Restoration Period	begins for First Party Expenses, immediately after the actual or potential impairment or denial of the Insured's business activities occurs; and continue until the earlier of: the date the Insured's business activities are restored, with due diligence and dispatch, to the condition that would have existed had there been no Network Security Breach; or 60 days after the date the Insured's Computer System is fully restored, with due diligence and dispatch, to the condition that would have existed had there been no Network Security Breach
Retroactive Date	the Retroactive Date as specified in the cyber Section Schedule. If not specified, the Retroactive Date shall be the date of first inception of this Section
Scheme Executive	any person who is a trustee, director or other person who exercises executive control over the financial affairs of the Scheme and/or Insured Organisation
Sensitive Systems	all systems (including all hardware, software, physical components thereof and data stored thereon) visible to external networks and/or used to store/process Sensitive Information
Sensitive Information	1. any confidential or proprietary non-public information of the Insured or Third Party; or 2. any confidential non-public information relating to a natural person
Subsidiary	any entity in which the Insured Organisation directly or indirectly: 1. holds or controls the majority of voting rights; 2. has the right to appoint, remove, or controls a majority of the board of directors, or board of trustees, or the functional equivalent; or 3. holds more than half of the issued share or equity capital
Theft of data	the unauthorised taking, misuse, modification, deletion, corruption, destruction or disclosure of Data or information, whether in paper or electronic format
Third Party	any entity or natural person. Third Party does not mean: any Insured; or any other entity or natural person having a financial interest or executive role in the operation of the Insured or any Subsidiary
Unauthorised Access	the actual gaining of access to a Computer System by an unauthorised person or persons or an authorised person in an unauthorised manner
Unauthorised Use	the use of a Computer System by an unauthorised person or persons or an authorised person in an unauthorised manner
USA and/or Canada	the United States of America and/or Canada and/or their respective possessions or protectorates and/or any country operating under the laws of the United States of America or Canada
Wrongful Act	the following acts committed, attempted or alleged on or after the Retroactive Date: 1. for purposes of coverage under Defined Events 1 and 2 any error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted or allegedly committed or attempted by an Insured, with respect to its duties as such, or others acting on behalf of the Insured for whom the Insured is legally responsible, resulting in an actual or potential Privacy Breach or Network Security Breach; 2. for purposes of coverage under Defined Events 3 and 4 a Network Security Breach; 3. for purposes of coverage under Defined Event 5, a Cyber Extortion Threat

SPECIFIC EXCEPTIONS

The Company will not be liable for any payment in connection with any Claim based upon, arising out of, or resulting from:

1. Prior circumstances and litigation

any circumstance which occurred or allegedly occurred prior to the Retroactive Date or the inception of this Section, whichever occurs first, or any circumstance where any written notice was given or accepted under any policy to which this Section is attached, as a renewal or a replacement.

2. Insured versus insured

or brought or maintained by or on behalf of any Insured, except for Wrongful Acts resulting in an actual or potential Privacy Breach covered under Defined Event 1, or a Claim brought by an Insured resulting directly from a Claim otherwise covered under this Policy.

3. Insolvency

the Insured's insolvency, bankruptcy or any business rescue practices.

4. Bodily injury and property damage

any bodily, mental or emotional injury, anguish or distress, sickness, disease or death, or physical damage to, impairment, corruption or destruction of any tangible property including loss of use thereof. Data is not considered tangible property. For Defined Event 5, this Exclusion does not apply to mental anguish or emotional distress resulting from the Insured's Digital Multimedia Activities.

5. Employment practices

the Insured's employment practices.

6. Service interruptions, professional services, product liability

6.1 6.1.1 service interruption or failure of satellites;

6.1.2 electrical or mechanical failures or interruptions;

6.1.3 outages of or interruption to supply of fuels, telecommunications or other infrastructure or services, unless under the Insured's operational control or the Claim arises from a Network Security Breach;

6.1.4 failure, gradual deterioration or theft of overhead transmission, distribution lines or subterranean insulation or cabling;

6.2 the Insured's failing or ceasing to provide a product or service; or

6.3 expiration, cancellation, alteration, withdrawal or recall of products or services and/or loss of use thereof.

7. Fees

for any fees, commissions, expenses or costs paid to or charged by the Insured.

8. Contractual breach

liability assumed by the Insured under any contract or agreement unless such liability would have existed in the absence of such contract or agreement.

9. Pollution

9.1 the presence of actual, alleged or threatened discharge, dispersal, release, or escape of pollutants or contamination of any kind;

9.2 direction or request to in any way respond to or assess the effects of pollutants or contamination of any kind; or

9.3 the existence, emission or discharge of any electromagnetic field/radiation or electromagnetism that affects any person, the environment or property.

For this Exclusion contamination shall not include Malicious Code.

10. Securities, fiduciary, intellectual property

10.1 shares and other securities, including violation of any securities law;

10.2 racketeering, money laundering, anti-trust violations or restraint of trade or unfair competition;

10.3 violation of the responsibilities, obligations or duties related to employee benefit, pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts; or

10.4 the validity, invalidity, infringement of, violation or misappropriation of or assertion of any right to or interest in any intellectual property rights, licensing statutes or regulations.

11. War, riot and terrorism

General Exception 1. War, riot and terrorism of the Policy is extended to include cyber-terrorism and cyber-war.

12. Acts of God

any physical or natural event outside of the Insured's control.

13. Trading losses

13.1 any trading losses, trading liabilities or change in value of accounts;

13.2 any loss, transfer of, theft of monies, securities or tangible property of others in the care, custody or control of the Insured Organisation;

13.3 monetary value of any electronic fund transfers or transactions lost, diminished, or damaged during transfer, or the face value of coupons, price discounts, prizes, awards, or any other valuable consideration in excess of the total contracted or expected amount.

14. Legal action

action for damages brought in a court of law outside South Africa, or where action is brought in a court of law within South Africa to enforce a foreign judgment by way of Reciprocal Agreement or otherwise.

15. USA/Canada

directly or indirectly resulting from or in consequence of, or in any way involving any matter or Claim where relief is sought or legal action or litigation is threatened or pursued in a court of law or other authority, constituted in the USA and/or Canada, or arising out of any activities carried on in the USA and/or Canada.

16. Software

the use of pirated software, software not yet released from its development stage or that has not passed all test runs and proven successful in daily operations.

17. Hardware, computer systems

the wear and tear, drop in performance, progressive or gradual deterioration, or ageing of electronic equipment and/or hardware or the Insured's failure to maintain any Computer System, software or other equipment.

18. Rectifying weaknesses

the failure to rectify or improve weaknesses or defects in the Insured's Computer System or processes, where these have come to the attention of the Insured's principal, partner or director (or any equivalent positions), with sufficient time to rectify to avoid, reduce or mitigate the impact of a resulting Claim.

19. Extortion threat

any Cyber Extortion Threat by any government entity or public authority. The Insured will use their best efforts not to disclose the existence of Cyber Extortion Loss insurance. If through no fault of the Company, knowledge of such enters the public domain or is revealed to a party posing a Cyber Extortion Threat, the Company may cancel the Cyber Extortion Loss insurance with immediate effect from the date such knowledge was revealed.

20. Unauthorised collection

the unauthorised or unlawful collection of Third Party proprietary corporate or personal, private and confidential information.

21. Betterment

any costs or expenses incurred by the Insured to:

21.1 identify or remediate any software errors or vulnerabilities;

21.2 update, replace, upgrade, recreate or enhance any part of the Insured's Computer System to a level beyond that which existed prior to the Wrongful Act; or

21.3 research or develop any Data, including but not limited to trade secrets or other proprietary information; or

21.4 establish, implement, maintain, improve or remediate security or privacy practices, procedures or policies.

22. Consequential/downstream damages

any consequential or Downstream Attack losses or damages to any company who is not the Insured to the extent that such Scheme Executive working for such company could be exposed to a Privacy Breach or Network Security Breach.

23. Non-Body Corporate data

any loss or damages for Data that is on the Insured's Computer System that is not directly related to the Insured's Body Corporate activities.

SPECIFIC CONDITIONS

1. Reporting and notice

The Insured will notify the Company as soon as practicable, but within 31 (thirty one) days, upon the Insured becoming aware of any Claim or circumstance which could reasonably give rise to a Claim. For any Cyber Extortion Threat made, the Insured will immediately notify the Company.

2. Corporate acquisitions, mergers, amalgamations and takeovers

This Section does not cover any Company or other legal entity acquired during the period of insurance unless notified to and endorsed by the Company.

3. Territory, jurisdiction and governing law

This Section applies to Claims resulting from acts alleged or committed anywhere in the world and shall be construed in accordance with the laws of the Republic of South Africa.

4. Service level agreements

The Company has entered into service level agreements with service providers for the provision of services covered under the Section Insuring Agreements. The terms of the service level agreements are applicable to the Insured as if the Insured had signed these and are available from the Company on request.

5. Minimum security requirements

It is a condition precedent to liability that in addition to its data and information security procedures as disclosed, the Insured undertakes to comply fully with the Company's minimum IT security requirements as specified hereunder on commencement of and throughout the duration of this Section:

5.1 Firewalls implemented to restrict access to digitally stored Sensitive Information.

5.2 Anti-virus and/or anti-malware software implemented on all desktops, laptops and Sensitive Systems (where applicable and in accordance with best practice recommendations) and kept up to date per the software providers' recommendations.

5.3 Security related patches and updates applied on Sensitive Systems within 3 (three) months of release by the provider.

5.4 Password controls implemented on Sensitive Systems. These controls must include:

5.4.1 Password length of at least 8 (eight) characters

5.4.2 User account passwords changed at least every 120 (one hundred and twenty) days

5.4.3 Passwords configured which are not common dictionary words and cannot within reason be deemed widely used or easily guessable

5.4.4 User accounts configured to lockout as a result of at most 20 (twenty) failed authentication attempts

5.4.5 All default installation and administration accounts secured via changing the password and where possible disabling, deleting or renaming the account.

5.5 Administrative and remote access interfaces are not accessible via the open internet. Where such interfaces are required these are accessible exclusively over secured channels such as Virtual Private Network (VPN) connections.

5.6 Controls implemented to restrict wireless network access to Sensitive Systems and Sensitive Information to authorised users. Controls to include:

5.6.1 enabling encryption of wireless network traffic;

5.6.2 changing default access passwords to complex passwords comprising lowercase letters, uppercase letters, numbers, and symbols;

5.6.3 implementing authentication to access the wireless network.

5.7 Controls implemented to restrict physical access to offices, server rooms/sensitive processing facilities and if applicable remote locations including disaster recovery sites to authorised users.

5.8 The system and/or activity logs for all Sensitive Systems stored for a minimum period of 6 (six) months.

5.9 User privileges for users with access to Sensitive Systems and Sensitive Information must be revoked within thirty (30) days of termination of employment at the Insured and where notified for termination of employment at a service provider.

5.10 In order to qualify for cover under Insuring Agreements 4 and 5:

5.10.1 Documented disaster recovery and business continuity plans.

5.10.2 Generate backups at least weekly.

5.10.3 Monitor for the successful generation of backups.

5.10.4 Test the ability to restore data from backups at least every six (6) months.

MOTOR

SUB-SECTION A – LOSS OR DAMAGE DEFINED EVENTS

Loss of or damage to any vehicle described in the Schedule, including its accessories and spare parts whilst therein or thereon.

DEFINITIONS

Accessories and spare parts (non-standard)	any accessory or part not supplied by the manufacturer as a standard fitment and fitted as an aftermarket fitment (optional extras)
Description of use	use for social, domestic and pleasure purposes and use for the business or occupation of the Insured; **but excluding:** 1. hiring; 2. carriage of passengers for hire or carriage of fare-paying passengers; 3. racing, speed or other contests, rallies, trials; 4. carriage of explosives; 5. carriage of any load or passengers exceeding the capacity for which it is constructed or licensed to carry; 6. use for any purpose in connection with the motor trade; 7. used for other than what the vehicle was constructed or licenced to be used for. The indemnity to the Insured in connection with any vehicle shall operate while such vehicle is in the custody or control of a member of the motor trade for the purpose of its overhaul, upkeep or repair but excluding if the vehicle is in possession or on commission or else for the purpose of retail or similar
Driver's licence	an official document that is legally recognized within the Republic of South Africa that grants the insured, or their authorised driver, permission to drive a motor vehicle. The issuance of a valid driver's license must be done by a legally authorized government authority, the Driving License Testing Centre (DLTC), which operates under the supervision of the provincial and national Department of Transport or equivalent authority
Limit of indemnity	the limit of indemnity for each type of vehicle is as stated in the Schedule and shall be the maximum amount payable by the Company or the Reasonable retail value (as defined), including any specified accessories, whichever is the lesser
Occurrence	the term 'occurrence' shall mean an occurrence or series of occurrences arising from one cause in connection with any one vehicle in respect of which indemnity is provided by this insurance
Reasonable retail value	the reasonable retail value of the vehicle and its factory fitted accessories and spare parts at the time of such loss or damage shall be determined by the current Auto Dealers Guide or Commercial Vehicle Guide
Vehicle	**Definition 1** Private type motor cars (including any station wagon, 4x4 or 4x2 station wagon), safari van, estate car or similar vehicle designed to seat not more than 12 (twelve) persons (including the driver) but excluding taxi's
	Definition 2 Commercial vehicles and special type vehicles as described in the Schedule but excluding taxi's

Vehicle (cont.)	**Definition 3** Motorcycles (including motor scooters, three-wheeled vehicles and quad bikes) and golf carts
	Definition 4 Buses (including any vehicle used for business purposes and designed to seat more than 12 (twelve) persons, including the driver) but excluding taxi's
	Definition 5 Trailers, i.e. any vehicle without means of self-propulsion designed to be drawn by a self-propelled vehicle, but excluding any parts or accessories not permanently fitted thereto
	Definition 6 any such vehicle being owned by or hired or leased to the Insured including any such vehicle temporarily operated by the Insured as replacement for any vehicle specified which is out of use for the purpose of overhaul, upkeep and/or repair; PROVIDED THAT: 1. the maximum period a rental or temporary vehicle shall be used shall not exceed 31 (thirty one) consecutive days; 2. the maximum liability of the Company shall not exceed the Reasonable retail value of the replacement vehicle or the Limit of indemnity of the replaced vehicle as stated in the Schedule, whichever is the lesser

SPECIFIC EXCEPTIONS (applicable to Sub-Section A)

The Company will not be liable to pay for any:

1. consequential loss as a result of any cause whatsoever;
2. money paid towards the upgrade of or extension of a maintenance plan or similar expense;
3. depreciation in value whether arising from repairs following a Defined Event or otherwise;
4. wear and tear;
5. mechanical, electronic or electrical breakdown, failure or breakage;
6. damage to tyres:

    6.1 by application of brakes; or
    6.2 by road punctures, cuts or bursts; or
    6.3 as a result of inequalities of the road or other surface or to impact with such inequalities;

    UNLESS:

    damage to tyres is accompanied by damage to other parts of the vehicle;

7. damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities;
8. damage to the insured vehicle caused by or attributable to the un-roadworthy condition of the vehicle;
9. loss, damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by Customs, Police Services, Crime Prevention Units or any lawfully constituted officials or authorities.

SUB-SECTION B – LIABILITY TO THIRD PARTIES

DEFINED EVENTS

Any accident caused by or through or in connection with any vehicle described in the Schedule or in connection with the loading and/or unloading of such vehicle in respect of which the Insured and/or any passenger becomes legally liable to pay all sums including claimant's costs and expenses in respect of:

1. death of or bodily injury to any person, excluding death of or bodily injury to any person in the employ of the Insured arising from and in the course of such employment or being a member of the same household or family as the Insured;
2. damage to property other than property belonging to the Insured or held in trust by or in the custody or control of the Insured or being conveyed by, loaded onto or unloaded from such vehicle.

The Company will also, in terms of and subject to the limitations of and for the purposes of this Sub-Section:

1. pay all costs and expenses incurred with their written consent, and shall be entitled at their discretion to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this Sub-Section, or for defending in any magistrate's court any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this Sub-Section;

   PROVIDED THAT:

   the total of the Company's liability under both this Extension and Sub-Section B shall not exceed the limit of indemnity stated in the Schedule;

2. indemnify any person who is driving or using such vehicle on the Insured's order or with the Insured's permission;

   PROVIDED THAT:

   1. such person shall, as though he were the Insured, observe, fulfil and be subject to the Terms, Exceptions and Conditions of this insurance in so far as they can apply;
   2. such person driving such vehicle has not to be Insured's knowledge been refused any motor insurance or continuance thereof by any insurer;
   3. indemnity shall not apply in respect of claims made by any member of the same household or family as such person;
   4. such person is not entitled to indemnity under any other policy except in respect of any amount not recoverable thereunder;

3. indemnify the Insured while personally driving or using any private type motor car not belonging to themself and not leased or hired to themself under a lease or suspensive sale agreement, provided the Insured is an individual and has insured hereunder a vehicle described under Definition Vehicles 1 or 2;

   PROVIDED THAT:

   the Company shall not be liable for damage to the vehicle being driven or used;

4. indemnify the Insured in respect of liability arising from the towing by a vehicle (other than for reward) of any other vehicle or trailer (including liability in connection with the towed vehicle or trailer);

   PROVIDED THAT:

   the Company shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon.

LIMITS OF INDEMNITY (applicable to Sub-Section B)

The liability of the Company under this Sub-Section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the Schedule.

SPECIFIC EXCEPTIONS (applicable to Sub-Section B)

The Company will not be liable under this Sub-Section in respect of:

1. any compensation or claim which falls within the scope of any Compulsory Motor Vehicle Insurance enactment. This Exception shall apply notwithstanding that no other insurance under such enactment is in force or has been effected and regardless of whether the applicable legislative fund is unable to or incapable of providing compensation;

2. death of or injury to any person being carried in or upon or entering or getting into or alighting from a vehicle described in Vehicle Definitions 2, 3, 4 or 5 at the time of the occurrence of the event from which any claim arises (except any person being carried in or upon or entering or getting onto or alighting from a permanently enclosed passenger carrying compartment of a commercial vehicle with a carrying capacity not exceeding 1 500 kg (one thousand five hundred kilograms));
3. liability arising from the operation, demonstration or use (for purposes other than maintenance or repair of the vehicle) of any tool or plant forming part of or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant. This Exception shall not apply to forklift trucks;
4. if it is required that the driver of the insured vehicle effects a separate third party liability insurance specific to any other country concerned, then the Company will not indemnify the Insured for any legal liability incurred through the use or possession of the insured vehicle whilst in the country concerned outside the borders of South Africa.

SUB-SECTION C – EMERGENCY EXPENSE SHORTFALL

DEFINED EVENTS

If an occupant in the specified part of a vehicle described below, in direct connection with such vehicle, sustains bodily injury by violent, accidental, external and visible means, the Company will pay to the Insured the emergency expense shortfall incurred as a result of such injury up to R10 000 (ten thousand rand) per injured occupant and R50 000 (fifty thousand rand) in total for all occupants injured as a result of an occurrence or a series of occurrences out of one event.

The amount payable under this Sub-Section shall be reduced by any amount recoverable under any workmen's compensation enactment or similar legislation or under any medical expenses scheme or medical insurance.

The term 'emergency expense shortfall' includes any costs incurred to free such injured occupant from such vehicle or to bring such injured occupant to a place where medical treatment can be given.

Defined vehicle but only if it is insured in terms of Sub-Section A of this Section	Specified part of vehicle in which the injury must occur
Any private-type motor car or motorised caravan	Anywhere inside the vehicle
Any other type of Insured vehicle other than a bus or taxi	The permanently enclosed passenger-carrying compartment

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

SPECIFIC EXCEPTIONS (applicable to all Sub-Sections)

1. The Company will not be liable for any accident, injury, loss, damage or liability:

    1.1 whilst the vehicle is being used with the Insured's general knowledge and consent of otherwise than in accordance with the description of use clause;

    1.2 incurred: outside the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi and Mozambique, but the Company will indemnify the Insured against loss of or damage to any vehicle while in transit by sea or air between ports or places in these territories including loading and unloading incidental to such transit;

    PROVIDED THAT:

    the Company will not be liable for any accident, injury, loss, damage or liability if the country entered into provides cover on entry;

    1.3 arising from the ownership, possession or use of vehicles:

        1.3.1 used principally for the transportation of explosives such as nitro-glycerine, dynamite or any other substance generally classified as a highly explosive substance or for the transport of hazardous chemicals;

        1.3.2 in the underground workings of any mine or on the apron or runway at any airport;

1.4 incurred while any vehicle is being driven by:

1.4.1 the Insured:

1.4.1.1 while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than themself); or

1.4.1.2 while the blood alcohol percentage of the Insured exceeds the statutory limit at the time of the occurrence; or

1.4.1.3 while not holding a valid driver's licence to drive such vehicle;

1.4.2 any other person with the general consent of the Insured who, to the Insured's knowledge:

1.4.2.1 is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than themself); or

1.4.2.2 while the blood alcohol percentage of such person exceeds the statutory limit at the time of the occurrence; or

1.4.2.3 who does not hold a valid driver's licence to drive such vehicle, but this shall not apply if the Insured was unaware that the driver did not hold a valid driver's licence and the Insured can prove to the satisfaction of the Company that, in the normal course of their business, procedures are in operation to ensure that only drivers with valid licences are permitted to drive insured vehicles;

1.4.3 or is under control for the purpose of being driven by a person who does not hold a current valid Professional Driving Permit (PrDP) to drive such a vehicle as required in terms of the National Road Traffic Act (including any amendments thereto). This Exception applies if the said person has held a PrDP but has not renewed it and is applicable to all drivers of:

1.4.3.1 goods vehicles with a gross vehicle mass (GVM) exceeding 3 500kg (three thousand five hundred kilograms);

1.4.3.2 breakdown vehicles;

1.4.3.3 buses;

1.4.3.4 mini-buses with a GMV exceeding 3 500kg (three thousand five hundred kilograms) or with 12 (twelve) or more seats (including the driver);

1.4.3.5 motor vehicles conveying persons for reward;

1.4.3.6 motor vehicles conveying more than 12 (twelve) persons;

1.4.3.7 any vehicle for which an operating licence is issued;

1.4.3.8 any vehicle carrying dangerous goods;

but this shall not apply if the Insured was unaware that the driver did not hold a valid licence and the Insured can prove to the satisfaction of the Company that, in the normal course of business, procedures are in operation to ensure that only licensed drivers with valid licences are permitted to drive insured vehicles;

PROVIDED THAT:

any driver shall be deemed to be licensed to drive the vehicle if they comply with the licensing laws relating to any of the territories referred to under Specific Exception 1.2.1 or if a licence is not required by law, or while such driver is learning to drive and is complying with the laws relating to learner drivers.

It is understood that for the purpose of Specific Exception 1, if the Insured is a company or close corporation, the term the Insured shall include any director or senior manager of such company or close corporation.

2. The Company will not be liable for any claim arising from contractual liability, unless such liability would have attached to the Insured notwithstanding such contractual agreement.

SPECIFIC CONDITION

Driver's licence

A valid driver's licence is a licence that has not been cancelled, suspended or revoked.

If, during the currency of this Section, any driver's licence in favour of the Insured or their authorised driver is endorsed, suspended, cancelled or revoked, or the Insured or their authorised driver is charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the Company immediately when the Insured has knowledge of such fact and continuation of cover under this section must be given in writing by the Company to the Insured.

Vehicle security/immobiliser

1. If the Company specifies that a particular type of security system must be installed to any insured vehicle stated in the Schedule of this Section, for the Insured to qualify for theft cover in terms of this Policy or if the Insured receives a security discount on any Insured vehicle stated in the Schedule of this Section, the onus rests upon the Insured, in the event of theft of any such insured vehicle, to prove that the security system was installed, engaged and fully operational.
2. The Insured will ensure that the service agreement with and/or recommendations made by the manufacturers and/or installers of any such security system are adhered to at all times. This includes regular self-testing or testing otherwise.
3. The Company shall not be liable in respect of any loss or damage arising from theft of such vehicle if the Insured:

    3.1 fails to install any required security device or to engage and/or activate it prior to the theft of the vehicle;

    3.2 cancels the service agreement;

    3.3 fails to pay any subscription due in terms of such agreement.

In the event that the Company specifies that any tracking device must be installed in an insured vehicle, the Insured must make sure that the insured vehicle is linked up to the tracking services at all times and that the insured vehicle's tracking unit is operational and armed at all times.

CLAUSES AND EXTENSIONS

Additional costs

In addition to the Limit of indemnity (as defined under Sub-Section A), the Company will pay for:

1. protection and removal:

the cost of protection and removal to the nearest repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;

2. storage:

the cost of storage at the nearest yard, place of safety or repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;

3. delivery after repair:

the cost of delivery to the Insured, after repair of such loss or damage, to the permanent address of the Insured per the following territorial scope:

Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi or Mozambique;

4. emergency repairs:

the Insured may give instructions for emergency repairs to be executed without the previous consent of the Company provided a detailed estimate is first obtained and forwarded to the Company;

PROVIDED THAT:

1. a valid claim is submitted under Sub-section A;
2. the Company shall not be responsible to pay more than R40 000 (forty thousand rand) in the aggregate any one event per vehicle in respect of 1, 2, 3 and 4 above.

Contingent liability

The indemnity under Sub-Section B includes claims made against:

1. the Insured in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not the property of or provided by the Insured, while being used by any partner or director or employee of the Insured (hereinafter in this Extension referred to as 'such person');
2. any such person in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not belonging to such person or to the Insured or leased or hired by either of them, but only in so far as such person has not been refused any motor insurance or continuance thereof by any insurer;

PROVIDED THAT:

1. Exception 2 under Sub-section B is deleted;
2. the Company shall not be liable for loss of or damage to any motor vehicle being used for the purposes and in the manner described in 1. and 2. above;
3. the payment by the Insured of subsidies or travel allowances to such person for the use of their own vehicle for official purposes of the Insured, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this Extension;
4. if, at the time of the occurrence of any accident giving rise to a claim under this Extension, the Insured or such person is entitled to indemnity under any other policy in respect of the same occurrence, the Company shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy;
5. the Terms, Exceptions and Conditions of the Policy shall otherwise apply;
6. the Company's liability shall not exceed R2 500 000 (two million five hundred thousand rand) for each and every occurrence.

Cross liabilities

Where more than one Insured is named in the Schedule, the Company will indemnify each Insured separately and not jointly, and any liability arising between such Insured shall be treated as though separate policies had been issued to each;

PROVIDED THAT

the aggregate liability of the Company shall not exceed the Limit of indemnity stated in the Schedule.

Emergency accommodation

Accommodation for the Insured and/or spouse as well as any passenger travelling with the Insured in respect of an emergency as a result of:

1. loss or damage to the vehicle; and
2. mechanical, electronic or electrical breakdown of the vehicle;

PROVIDED THAT:

the Company's liability shall not exceed:

1. R1 000 (one thousand rand) per person; or
2. R5 000 (five thousand rand) in the aggregate any one occurrence; or
3. R10 000 (ten thousand rand) in the annual aggregate.

This Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).

Fire, lightning and explosion

The first amount payable shall not be applicable to loss or damage as a result of fire, lightning or explosion.

First amount payable

In respect of each and every occurrence giving rise to a claim under Sub-Section A, the Insured shall be responsible for the first amounts payable stated in the Schedule (according to the type of vehicle) of any expenditure (or any less expenditure which may be incurred) for which provision is made under Sub-Section A (including any payment in respect of costs, expenses and fees), and of any expenditure by the Company in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the Company shall include any first amount payable for which the Insured is responsible, such amount shall be paid by the Insured to the Company.

Loss of fuel

The Company will pay for loss of fuel from the fuel tank of the vehicle stated in the Schedule as a result of:

1. a collision involving the vehicle; or
2. theft/hijacking of the vehicle or any attempt thereat accompanied by violence or threat of violence;

PROVIDED THAT:

1. the Insured will provide proof of the quantity of fuel contained in the vehicle's fuel tank at the time of loss;
2. the Company's liability shall not exceed R2 000 (two thousand rand) any one occurrence.

The Insured shall pay in addition all other first amounts payable in terms of the original claim.

Loss of locks, keys, central locking devices and remotes

The Company will indemnify the Insured in respect of the cost of replacing locks, keys, central locking devices and remotes including the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of any Insured vehicle, following upon the disappearance of any key or alarm controller of such vehicle or following upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller;

PROVIDED THAT:

the Company's liability will not exceed R20 000 (twenty thousand rand) in respect of any one event.

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

Parking facilities and movement of third-party vehicles

This Section extends to indemnify the Insured in respect of accidents caused by or through or in connection with the moving of any vehicle (not owned or borrowed by or hired or leased to the Insured) by any person in the Insurer's employment or acting on the Insured's behalf:

PROVIDED THAT:

1. this Extension shall not apply in respect of damage to vehicles which are parked for reward.
2. the Company's liability will not exceed R2 500 000 (two million five hundred rand) any one event.

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

For the purpose of this Extension, such vehicle (and its contents) shall not be deemed to be held in trust by or in the custody or control of the Insured.

Passenger liability

Exception 2 to Sub-Section B shall not apply to vehicles described in definition 2, 3 or 4;

PROVIDED THAT:

1. this Extension does not apply to special type vehicle, quad bikes or golf carts;
2. the limit of indemnity for any one occurrence shall not exceed R2 500 000 (two and a half million rand).

Principals

Notwithstanding Specific Exception 2 of this Section, the indemnity under Sub-Section B extends to indemnify to the extent required by the general conditions of contract published by the Joint Building Contracts Committee, the South African Association of Consulting Engineers, the South African Institution of Civil Engineers and in connection with any liability arising from the performance of such contract, any principal named in such contract entered into by the Insured for the purposes of the business;

PROVIDED THAT:

the liability of the Company will not exceed the Limit of indemnity stated in the Schedule.

Repair, reinstate or replace

The Company may, at its own option and discretion, repair, reinstate or replace the vehicle or any part thereof and/or its accessories and spare parts therein or thereon or may pay in cash the amount of the loss or damage not exceeding the Limit of indemnity (as defined under Sub-Section A).

If the Company replaces or reinstates such vehicle the Company shall have the option to take ownership of the vehicle.

Repatriation of vehicles used outside the territorial scope

If an insured vehicle is lost or damaged within the territorial scope of this Policy but outside the Republic of South Africa, the Company will pay for reasonable costs incurred:

1. **occupants:**
   in repatriating up to 4 (four) occupants back to the place of residence within the Republic of South Africa subject to a maximum amount of R20 000 (twenty thousand rand) per event;

2. **vehicle transport cost:**
   for the costs and expenses of transporting the vehicle to the nearest border post in the Republic of South Africa or as agreed with the Company, subject to a maximum of R20 000 (twenty thousand rand) per event;

3. **temporary repairs:**
   or the costs of any temporary repairs undertaken by a repairer situated outside the Republic of South Africa subject to a maximum of R20 000 (twenty thousand rand);

   PROVIDED THAT:

   the Insured will provide the Company with all relevant and supporting documentation relevant to the costs incurred on request.

This extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).

Roadworthiness/compliance

The Insured must maintain the insured vehicle in an efficient and roadworthy condition in compliance with the National Road Traffic Act 93 of 1996 (as amended or substituted) and the Regulations promulgated thereunder, or any similar legislation which applies to the Territorial Limits.

Sound equipment

In respect of each and every occurrence giving rise to a claim following upon theft or attempted theft of motor radios, cassette players and any other equipment of a similar nature or telephones:

1. **if supplied by the manufacturer when new**
   the replacement value of the item subject to the first amount payable stated in the Schedule;

2. **not supplied by the manufacturer when new (after-market installation)**
   not specified as a separate item in the Schedule, limited to R5 000 (five thousand rand) per event;

3. **specified in the Schedule**
   the amount stated in the Schedule and reduced by the first amount payable stated in the Schedule.

Spare parts

In the event of any part being unprocurable as a standard (ready-manufactured) article within the Republic of South Africa, the liability of the Company shall be discharged by the payment of an amount equal to the value of such part at the time of loss but not exceeding the manufacturer's latest price list operative in the Republic of South Africa and the reasonable cost of freight, other than by air, and current labour charge applicable thereto.

Suspensive sale

If, to the knowledge of the Company, the vehicle is subject to a suspensive sale or similar agreement, such payment shall be made to the owner described therein whose receipt shall be in full and final discharge to the Company in respect of such loss or damage.

Tracking device

If the tracking device fitted to the vehicle is unrecoverable or damaged beyond repair, the Company will pay the reasonable replacement value of such device up to R2 000 (two thousand rand) per event.

Vehicle replacement

The Company shall instead of a monetary payment and subject to the Insured's consent and/or of any other interested party known to the Company replace the said motor vehicle with a new motor vehicle of the same type and model (subject to the availability thereof) if within 12 (twelve) months after the first registration of the vehicle and subject to it not having been driven for more than 30 000km (thirty thousand kilometres);

PROVIDED THAT:

1. the loss of the vehicle is as a result of theft and if the said vehicle cannot be traced within a reasonable period after the theft thereof has been reported to the Company; or
2. the vehicle is damaged to the extent that the cost of repairs exceeds 70% (seventy percent) of its list price plus taxes when new;

PROVIDED FURTHER THAT:

1. the basis of indemnity will be the current cost of a new motor car of the same or similar model subject to a limit of 120% (one hundred and twenty percent) of the maximum indemnity as stated in the Schedule, less any first amount payable;
2. in the event of a vehicle being replaced under the circumstances as described in Provision 1 and 2 above, the Company will be entitled to the possession and ownership of the lost or damaged vehicle.

This Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).

Vehicle sharing

The acceptance of payment for giving lifts to passengers in private-type motorcars (as defined) and in the passenger-carrying compartment of light delivery vehicles with a gross vehicle mass not exceeding 3 500 kg (three thousand five hundred kilograms) when it is part of a vehicle-sharing agreement for social purposes or commuting, will not be regarded as excluded under the Description of use clause;

PROVIDED THAT:

1. the passengers are not being carried in the course of a passenger-carrying business;
2. the total payments received for such journeys do not involve any element of profit.

Waiver of subrogation rights

For the purposes of this Section, the Company waives all rights of subrogation or action which they may have or acquire against any other person to whom the indemnity hereunder applies, and each such person shall observe, fulfill and be subject to Terms, Exceptions and Conditions (both general and specific) of this insurance in so far as they can apply.

War

In respect of Sub-Section B and C only, General Exception 1. *War, riot and terrorism* is deleted and replaced by the following:

"This Section does not cover war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power."

Windscreen/Glass

The Company will pay for the cost to repair or replace for damage to windscreen glass, side or rear glass, head or tail lamps, or fitted spotlights forming part of any vehicle as stated in the Schedule;

PROVIDED THAT:

1. no other damage has been caused to the vehicle giving rise to a claim under the Policy;
2. the Insured will be responsible for the first amount payable (applicable to glass) stated in the Schedule of each and every loss.

Wreckage removal

The cover provided under Sub-Section A of this Section is extended to include costs and expenses incurred by the Insured in respect of the clearing up and removal of debris and wreckage of any insured vehicle following damage to such vehicle by a Defined Event;

PROVIDED THAT:

in addition to the limit of indemnity under Sub-Section A of this Section, the limit of the Company's liability under this Extension shall not exceed R20 000 (twenty thousand rand) in respect of any one occurrence.

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

OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

Credit shortfall

If any total loss settlement under Sub-Section A is less than the amount owing to the financier under a current installment sale or lease agreement, the Company will pay to the Insured an additional amount equal to the shortfall less:

1. any arrears installments or rentals including interest payable on such arrears;
2. all refunds of premium for cancellation of any insurance cover relating to the motor vehicle;
3. the increased installments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled;
4. the first amount payable under Sub-Section A;

PROVIDED THAT:

1. the amounts payable shall not exceed the maximum indemnity less the first amount payable under Sub-Section A;
2. this endorsement shall not apply to an agreement whereby the amount of any single installment other than the final residual amount after the initial payment differs by more than 10% (ten percent) from any other installment;
3. if such shortfall is as a result of a re-advance under an installment sale or refinancing in terms of a lease the insurance by this Extension shall be void;
4. the amount payable under this Extension shall not exceed the amount stated in the Schedule subject to the Terms, Provisions and Conditions of this Extension.

Retail value plus

If the vehicle described in the Policy Schedule, covered under Sub-Section A, is stolen, hijacked or damaged beyond economical repair and for which the Company accepted liability to compensate for, the Company will pay the Reasonable retail value (as per the Defined Events) at the time of loss, plus the additional percentage selected plus any specified accessories as stated in the Policy Schedule;

PROVIDED THAT:

1. The Company’s liability shall not exceed:

    1.1 the maximum indemnity stated in the Policy Schedule against such vehicle; or

    1.2 the Reasonable retail value (as per the Defined Events) as at the time of loss PLUS the additional percentage selected PLUS any specified accessories, as stated in the Policy Schedule;

    less the first amount payable under Sub-Section A, whichever is the lesser;

2. the Insured shall provide the Company with written proof, obtained from a motor dealer, accredited professional valuator or registered motor club, confirming the value of the vehicle as at the time of loss.

This Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).

Riot and strike

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein, this Section is extended to cover damage directly occasioned by or through or in consequence of:

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

PROVIDED THAT:

this Extension does not cover:

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

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

Unauthorised passenger's personal injury liability

The indemnity under Sub-Section B, notwithstanding Exception 2 thereto, extends to cover the Insured's legal liability for death of or bodily injury to persons while being carried in or upon or entering or getting onto or alighting from any vehicle in contravention of the Insured's instructions to their driver not to carry passengers. The limit of indemnity for any one occurrence shall not exceed the amount stated in the Schedule.

Vehicle hire

If a comprehensively insured vehicle is stolen, hijacked or damaged and for which the Company accepted liability to compensate for, the Company will at their discretion pay to the Insured the equivalent rental cost of a replacement vehicle or arrange for a replacement vehicle;

PROVIDED THAT:

1. Cost and capacity of vehicle rented:
   - 1.1 the daily rental cost shall not exceed the amount stated in the Schedule;
   - 1.2 the engine capacity of the hired vehicle shall not exceed 2 000 cc (two thousand cubic centimetres);
   - 1.3 the carrying capacity of the hired vehicle shall not exceed 3 500kg (three thousand five hundred kilograms);
   - 1.4 all delivery and/or collection costs;
   - 1.5 administration costs chargeable by the vehicle hire company;

   subject to a maximum of R2 500 (two thousand five hundred rand) for each and every event in terms of 1.4 and 1.5 above.

2. Excluded costs (costs the Company shall not be liable to pay):
   - 2.1 any deposits payable;
   - 2.2 fuel used during the rental period;

2.3 parking fees, speeding fines or fines, toll or e-toll costs;

2.4 excesses payable to the rental company.

3. The rental period:

3.1 starts on the day the Company admits liability in terms of the original claim and agrees to the rental;

3.2 the rental period shall cease at the time when:

3.2.1 the vehicle is recovered upon theft (and repaired if necessary) and returned to the owner;

3.2.2 the vehicle is repaired after being damaged and returned to the owner;

3.2.3 the Company has discharged liability in respect of the loss suffered;

3.2.4 after 30 (thirty); 45 (forty five) or 60 (sixty) consecutive days (as stated in the Policy Schedule),

whichever occurs first.

This Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).

Waiver of basic compulsory first amount payable

The basic first amount payable (applicable to Sub-Section A) as stated in the Schedule is hereby cancelled;

PROVIDED THAT:

1. this Extension applies to the Insured and their designated driver who is older than 25 (twenty five) years of age and has held a valid driver's licence for more than 5 (five) years and which is unendorsed;
2. this Extension shall not apply to windscreen claims and if the loss or damage is as a result of theft or hijacking of the vehicle.

This Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).

OPTIONAL LIMITATION OF COVER (if stated in the Schedule to be applicable)

Third party only limitation

The following are cancelled:

1. Sub–Section A;
2. Sub–Section C.

Third party and fire only limitation

The liability of the Company under Sub-Section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion. Furthermore, Sub-Section C is cancelled.

Third party, fire and theft only limitation

The liability of the Company under Sub-Section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion or theft/hi-jack. Furthermore, Sub-Section C is cancelled.

ELECTRONIC EQUIPMENT

SUB-SECTION A – MATERIAL DAMAGE

DEFINED EVENTS

Physical loss of or damage to the property insured described in the Schedule from any cause not hereinafter excluded whilst:

1. at work or at rest anywhere within the insured premises as specified;
2. in transit including loading and unloading or whilst temporarily stored at any premises en route;
3. temporarily removed from the insured premises to any other location.

SPECIFIC EXCEPTIONS (applicable to Sub-Section A)

The Company will not be liable to indemnify the Insured irrespective of the original cause in respect of:

1. the first amount payable

as stated in the Schedule in respect of Sub-Section A, of each and every event giving rise to a claim. Where more than one item of property insured suffers physical loss or damage in any one event, the first amount payable shall be the highest single amount applicable to such property insured;

2. derangement

unless accompanied by physical damage otherwise covered by this Section;

3. maintenance and/or leasing agreement

loss or damage recoverable in terms of any maintenance and/or leasing agreement effected by or on behalf of the Insured covering the insured equipment;

4. faults or defects

known to the Insured (or their responsible employees) at the time this insurance was arranged or during the currency of the insurance and not disclosed to the Company or any consequences thereof;

5. wastage

of material or the like or wearing out of any part of the property insured caused by or naturally resulting from ordinary usage or working or other gradual deterioration, development of poor contacts or scratching of painted or polished surfaces of a cosmetic nature;

6. parts having a short life

such as (but not limited to) batteries, contacts, X-ray tubes, bulbs, cathode-ray tubes, thermionic emission tubes, fuses and sacrificial buffer circuits. If such parts are damaged as a result of physical loss or damage as provided for by this Sub-Section to other parts of the property insured, the Company will indemnify the Insured for the residual value prior to the loss of such exchangeable parts;

7. wear and tear

or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded;

8. cleaning process

its undergoing a process of cleaning, repair, alteration or restoration;

9. cost of reproducing

the cost of reproducing data and/or programs whether recorded on computer hard-drives, discs, tapes, cards, or otherwise, unless specifically provided for in Sub-Section B hereof;

10. loss of use

of the property or other consequential loss, damage or liability of whatsoever nature other than losses specifically provided for herein or as a result of its inherent vice or defect, vermin, insects, damp, mildew or rust;

11. detention and judicial process

detention, confiscation, forfeiture, impounding, attachment or requisition by any lawfully instituted authority or other judicial process or requisition by Customs or other officials;

12. loss, theft or disappearance

12.1 from the premises:

of the property insured unless accompanied by visible signs of physical damage to the premises following forcible and violent entry into or exit from such insured premises/situation;

PROVIDED THAT:

this Exception shall not apply to portable laptops, notebooks/palm-tops as well as all other hand-held electronic equipment individually specified in the Schedule;

12.2 while in transit:

of the property insured by theft during transit or whilst temporarily removed from the insured premises unless identifiable by the Insured with a specific incident which has been immediately reported to the police and the Company;

PROVIDED THAT:

if the transporting vehicle has been hijacked or involved in a road accident or sustains a breakdown and, due to circumstances beyond the control of the vehicle crew/driver and the property insured is of necessity left unprotected, Specific Exception 12.2 above shall not apply.

12.3 from an unattended vehicle:

PROVIDED THAT:

1. the property is hidden from sight in a completely closed and securely locked vehicle; or
2. the vehicle itself was housed in a securely locked building; and
3. there are visible signs of physical damage to the locked vehicle or building following forcible and violent entry into or exit from such locked vehicle or building;

13. solar power system

loss of or damage to any solar power system or any component thereof.

BASIS OF INDEMNITY (applicable to Sub-Section A)

The indemnity by this Sub-Section, subject always to the sums insured contained in the Schedule or any specific limit of liability contained in this Sub-Section, shall be as hereinafter provided and as appropriate including dismantling, re-erection, transportation, removal of damaged property insured (but less the value of the remains) and, where applicable, importation duties and VAT.

1. Partial loss

If the property insured suffers damage that can be repaired, the basis of indemnification shall be the restoration expenses reasonably and necessarily incurred to restore the damaged property to working order;

PROVIDED THAT:

1. the value of damaged parts which can be used will be deducted;
2. the costs of any alteration, addition, improvement or overhaul carried out at the time of repair are not recoverable under this Sub-Section;

3. if, without the consent of the Company, temporary repairs are carried out by the Insured in the interests of safety or to minimise further loss or damage to the property insured, the cost of such temporary repairs will be borne by the Company. In the event that the temporary repairs aggravate the loss or cause additional loss or damage to the property insured, any additional costs so incurred or consequence arising therefrom will be for the account of the Insured;
4. where the damage is restricted to a part or parts of an insured item, the Company will not be liable for an amount greater than the value for such part or parts which are lost or damaged allowed for within the sum insured.

2. Total loss

In cases where the new property insured is totally lost or destroyed, the basis of indemnification shall be the cost of replacing or reinstating, on the same site, new property of equal performance and/or capacity or, if is not possible, its replacement by new property having the nearest equivalent performance and/or capacity to the property lost or damaged;

PROVIDED THAT:

1. the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the Insured's requirements, subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch, otherwise no payment exceeding the market value of the property insured immediately before the damage shall be made;
2. until expenditure has been incurred by the Insured in replacing or reinstating the property insured, the Company 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 shall be without force or effect if:

    3.1 the Insured fails to intimate to the Company within 6 (six) months of the date upon which the damage occurred (or such further time as the Company may in writing allow) their intention to replace or reinstate the property insured;

    3.2 the Insured is unable or unwilling to replace or reinstate the property insured on the same or another site;

4. at the sole option of the Company, following commercial and technical appraisal by a representative of the Company, the period referred to in the definition of new property may be extended (on an annual basis from renewal date) subject always to such extension of period being admitted by memorandum to this Section.

Definition of new property insured

New property shall mean property purchased no more than 7 (seven) years (or such extended period as may be approved by the Company in writing) prior to the Defined Event, it being expressly agreed that in applying this definition upgrades and enhancements will be taken into account in arriving at an indemnifiable amount and the age of the property insured.

In respect of property insured not provided for in 2. (Total loss) above, the basis of indemnification shall be the market value of the property insured immediately before the loss or damage. At the option of the Company, the property insured shall be regarded as totally destroyed if the repair costs as defined in 1. (Partial loss) above equal or exceed its market value immediately before the damage.

Definition of market value

The current day purchase price of second-hand/used property of equal performance and/or capacity to the property lost or damaged and of substantially similar condition. Where no similar property is available, market value shall be calculated by deducting from the current new replacement value of the nearest equivalent property, an amount representing:

1. 20% (twenty percent) for the first year after the date of purchase;
2. 10% (ten percent) per year for each succeeding year;

and subject always to a minimum indemnity of 40% (forty percent) of the current new replacement value of the nearest equivalent property.

SPECIFIC CONDITION (applicable to Sub-Section A)

Average

In respect of 1. (Partial loss) and 2. (Total loss) above, if at the time of repair, replacement or reinstatement, the sum representing the cost which would have been incurred in repair, replacement or reinstatement if the whole of the property insured had been lost or damaged exceeds the sum insured thereon at the time of any loss of or damage to such property, the Insured will be considered as being the Insured's own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly. Each item of this Section (if more than one) to which these Conditions apply shall be separately subject to this Provision.

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

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

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

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

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

   PROVIDED THAT:

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

Lightning or power surge

1. It is a condition of cover that the insured property must be protected by any SANS (South African National Standard) approved surge arrestors installed on all data lines, power supplies, electronic distribution boards or individual equipment on the insured premises and installation must comply with all SANS requirements.
2. Should the sum insured per item, or the combined sum insured for all insured items at the insured premises stated in the Schedule, exceed R50 000 (fifty thousand rand), power surge cover will be subject to:

   2.1 the installation of any surge protection device that complies with SANS/IEC 61643-11 low voltage surge protection standards in the main electrical distribution board feeding the equipment;

   2.2 the device must:

   2.2.1 be a 40 kA (8/20) Class 2;

   2.2.3 be wired in terms of SANS 10142-1 Connection type 2;

   2.2.4 have mechanical fault indication;

   2.3 installation by a registered electrician who must provide either of the following:

   2.3.1 an Electrical Certificate of Compliance (CoC) for the installation;

   2.3.2 proof of installation stating the adherence to the required electrical standards and regulations at the time that the device was installed.

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

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

Reinstatement

Notwithstanding anything to the contrary contained in this Section, it is hereby declared and agreed that, in the event of any interruption, following loss or damage, being aggravated by:

1. the Insured being unable or unwilling to replace or reinstate property destroyed or damaged, or failing to carry out such replacement or reinstatement within a reasonable time; or
2. addition, alteration or improvements being effected to the property insured on the occasion of its repair;

PROVIDED THAT:

the Company's liability under this Section shall be related solely to the business interruption which would have arisen in the absence of 1. and 2. above.

CLAUSES AND EXTENSIONS (applicable to Sub-Section A only)

Architects' and other professional fees

The Company will in addition to the sums insured stated in the Schedule pay for professional fees necessarily and reasonably incurred in the repair or reinstatement of property following indemnifiable loss or damage;

PROVIDED THAT:

the amount payable in respect of such fees does not exceed 20% (twenty percent) of the total amount of the claim, but shall not include expenses incurred in connection with the preparation of the Insured's claim.

Capital additions and currency fluctuations

The indemnity by this Section shall include:

1. additional equipment or programs purchased by the Insured of a similar nature to that specified in the Schedule;

   PROVIDED THAT:

   in respect of loss or damage due to electrical, mechanical, or electronic breakdown or explosion, the insurance shall only commence after satisfactory completion of installation or commissioning/testing and put into use at the Insured's premises;

2. provision for devaluation or revaluation of the currency of the Republic of South Africa against that of the country of origin of the property insured and other inflationary trends, which may result in the escalation of the sum insured (representing the installed new replacement value) of the property insured;

PROVIDED THAT:

the increase shall not exceed by more than 25% (twenty-five percent), the total sum insured for Sub-Section A specified in the Schedule, it being agreed that the Insured will advise the Company of such alterations after the expiry of each period of insurance and pay the appropriate premium thereon but not exceeding 50% (fifty percent) of the difference.

Clearance costs

The Company will in addition to the sums insured stated in the Schedule pay for costs necessarily and reasonably incurred by the Insured in respect of demolition or dismantling of property and/or removal of debris and in providing, erecting and maintaining hoardings and other similar structures required during demolition, dismantling, debris removal and reconstruction following indemnifiable loss of or damage to such;

PROVIDED THAT:

the total amount recoverable does not exceed 20% (twenty percent) of the total amount of the claim.

Express delivery and overtime

The Company will in addition to the sums insured stated in the Schedule pay for extra charges for express delivery, airfreight, overtime, Sunday and holiday rates of wages payable in respect of the necessary and reasonable additional costs incurred by the Insured for effecting repairs or replacement approved by the Company, limited to 50% (fifty percent) of the amount which the repair or replacement would have cost had these additional costs not been incurred.

Hire purchase/finance agreements

Where the Company has knowledge of the property insured or any individual item thereof being the subject of a suspensive sale or similar agreement, payment hereunder shall be made to the owner described therein whose receipt shall be a full and final discharge to the Company in respect of loss or damage indemnifiable by this Sub-Section of the Policy.

Losses as a result of remote blocking

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

   PROVIDED THAT:

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

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

   PROVIDED THAT:

   1. the police case number is supplied to the Company;
   2. cover shall only apply to property that is separately and individually specified in the Schedule;
   3. after deduction of the first amounts payable in the Schedule, the liability of the Company is further restricted to the sum insured shown on the Schedule or R25 000 (twenty five thousand rand) per event, whichever is the lesser.

Software upgrade

If the Company has accepted liability in terms of a claim, the Company will pay in addition to any other amount the reasonable cost to reinstate or upgrade the software installed on the system which is lost or damaged;

PROVIDED THAT:

1. the cost towards the replacement or upgrade of the software shall not exceed 20% (twenty percent) of the value of the insured equipment or R10 000 (ten thousand rand), whichever is the lesser;
2. this Extension shall apply to each item separately and individually.

Tenants

This insurance will not be invalidated by any act or neglect on the part of a tenant of the Insured (where the Insured owns the building) or another tenant or the owner of the building (where the Insured is a tenant);

PROVIDED THAT:

the Insured notifies the Company as soon as such act or neglect comes to their knowledge and pay on demand the appropriate additional premium.

Territorial limits

The territorial limits in respect of laptops, notebooks/palm-top computers as well as all other hand-held electronic equipment, temporarily located outside the premises and specified in the Schedule, shall be deemed to be worldwide.

SUB-SECTION B – CONSEQUENTIAL LOSS

DEFINED EVENTS

1. Increased cost of working

The insurance under this item is limited to the additional expenditure necessarily and reasonably incurred by the Insured during the indemnity period, being 3 (three) months, in consequence of the Accident for the sole purpose of avoiding or diminishing the interruption of or interference with the normal business of the Insured, not exceeding R20 000 (twenty thousand rand), less any sum saved during the indemnity period in respect of such charges and expenses of the business as may cease or be reduced in consequence of the Accident. A time delay (time excess) of 24 (twenty four) hours is applicable from the time of loss;

PROVIDED THAT:

the indemnity for this item shall not apply directly or indirectly to:

1. the cover provided for under Defined Event 2. of this Sub-Section;
2. the intrinsic value (including reinstatement value) of the property insured by Sub-Section A of this Section.

2. Reinstatement of data/programs

The insurance under this Section is extended to include costs and expenses necessarily and reasonably incurred by the Insured for the reconstitution or recompilation of data and/or programs recorded on or stored in data-carrying media which is lost as a result of accidental erasure (which shall include Defined Events under Sub-Section A of this Section) or by theft or by the deliberate willful or wanton intention of causing the cancellation or corruption of data or programs, subject to General Exceptions 1. *War, riot and terrorism*, 3. *Asbestos exclusion* and 4. *Computer losses* and Specific Exceptions 2, 3, 4 and 5 to Sub-Section A of this Section up to a maximum amount of R20 000 (twenty thousand rand) per event;

PROVIDED THAT:

1. the indemnity shall not extend to nor include such costs incurred due to program errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programs;
2. where the Insured elects to insure programs (software), a Schedule of such programs shall be lodged with the Company at the commencement of each period of insurance.

DEFINITIONS (applicable to Sub-Section B)

Accident	1. Applicable to increased cost of working only – physical loss of or damage to the property insured described in the Schedule, from any cause as provided for under Sub-Section A of this Section, liability under which Sub-Section shall, except for the provisions relating to the first amount payable or the maintenance/lease agreements, be a condition precedent to liability hereunder. 2. Failure of the public supply of electricity at the terminal ends of the service feeders in the premises from any accidental cause other than: 2.1 the deliberate act of the Insured or any supply authority; 2.2 drought or shortage of fuel at any electricity utility; PROVIDED THAT: 1. the liability of the Company will not exceed the sum insured by this Sub-Section; 2. the indemnity period shall commence 12 (twelve) hours after the failure and end not later than 31 (thirty one) days after such failure
Indemnity period	the period during which the results of the business shall be affected in consequence of the accident beginning with the number of hours/days detailed in this Sub-Section as the time excess after the occurrence of the accident and ending not later than the expiry of the period detailed in this Sub-Section as the indemnity period after such occurrence. The time excess shall not apply to loss or damage directly caused by fire, storm (excluding lightning), subsidence, wind or the collapse of buildings

LIMIT OF LIABILITY (applicable to Sub-Section B)

The liability of the Company will not exceed the amounts specified under the Defined Events of this Sub-Section in respect of any one accident or series of accidents arising out of or in connection with any one event.

In the event of the payment by the Company of any sum or sums in discharge of the Company's liability in terms of this Sub-Section, the sum(s) insured shall automatically be reinstated for the remainder of the current period of insurance.

The Insured will pay to the Company the additional premium required by the Company calculated pro-rata from the day of the accident to the end of the period of insurance.

SPECIFIC EXCEPTIONS (Sub-Section B only)

Unless specifically provided for:

1. **Fines and penalties**

   the Company will not be liable to indemnify the Insured in respect of fines or penalties for breach of contract for late or non-completion of orders or any penalties of whatsoever nature;

2. **Loss of profit**

   the Company will not be liable to indemnify the Insured in respect of loss of profit or consequential loss of whatsoever nature.

CLAUSES AND EXTENSIONS (applicable to Sub-Section B)

Prevention of access

If during the indemnity period, being 3 (three) months, the business at the premises is interrupted or interfered with in consequence of the Insured being prevented from having access to the property insured, situated at the premises, caused by damage to property within a 10km (ten kilometre) radius of the insured premises as described in the Schedule by fire, lightning, explosion, storm, tempest, flood, water inundation, earthquake or impact by vehicles, the Company shall indemnify the Insured for loss resulting from such interruption or interference in accordance with the provisions contained herein;

PROVIDED THAT:

1. the Company's liability shall not exceed R20 000 (twenty thousand rand) per occurrence;
2. a time delay (time excess) of 24 (twenty four) hours is applicable from the time of loss;
3. the Insured is not entitled to indemnity as provided for in this Extension under any other policy or Section of this Policy;
4. this Section shall not be brought into contribution with any other policy or Section of this Policy bearing a like extension.

SPECIAL EXCEPTION (applicable to Sub-Sections A and B)

Viruses, Trojans and worms

The Company shall not indemnify the Insured for loss or damage of whatsoever nature arising directly or indirectly of or in connection with the action of any computer virus, Trojan or worm(s) or other similar destructive media.

OPTIONAL CLAUSES AND EXTENSION (if stated in the Schedule to be included)

Additional increased cost of working

The amount stated in the Schedule for which an agreed premium is paid by the Insured, will be deemed to be over and above the automatic cover provided under Sub-Section B – Consequential Loss Defined Event 1.

Additional reinstatement of data/programs

The amount stated in the Schedule for which an agreed premium is paid by the Insured, will be deemed to be over and above the automatic cover provided under Sub-Section B – Consequential Loss Defined Event 2.

Incompatibility cover

Notwithstanding anything contained to the contrary in the Policy, the indemnity by Sub-Sections A and B of this Section shall indemnify the Insured for costs incurred in respect of:

1. modifications or alterations to the property insured directly consequent upon indemnifiable loss or damage to ensure the operating integrity of the electronic system;
2. replacement or upgrading of legal programs to achieve compatibility with the modified or altered electronic system;
3. the restoration of previously captured data which has become inaccessible due to the modifications to or alterations of the electronic system or in consequence of the replacement or upgrading of legal programs;

PROVIDED THAT:

1. the costs provided for in 1, 2 and 3 above shall be necessarily and reasonably incurred to maintain normal working conditions;
2. such additional costs shall be incurred as a direct consequence of indemnifiable loss or damage in terms of Sub-Sections A or B (Defined Event 2) of this Section;
3. the cover afforded hereunder shall be restricted to:

   3.1 parts or components of the electronic system which are not indemnifiable under Sub-Section A hereof;

   3.2 programs or data reinstated not indemnifiable under Defined Event 2 of Sub-Section B hereof;

4. the indemnity by this extension shall, in respect of any one event, be limited in the aggregate to 20% (twenty percent) of the applicable total sum insured under Sub-Section A (the limit of indemnity) and Sub-Section B (Defined event 2) or R100 000 (one hundred thousand rand), whichever is the lesser.

Riot and strike

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein, this Section is extended to cover damage directly occasioned by or through or in consequence of:

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

PROVIDED THAT:

this Extension does not cover:

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

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

Telecommunication access lines

Subject to the limits specified in the Schedule, consequential loss as provided for under Defined Events 1 and 2 of Sub-Section B arising from accidental failure of the telecommunication access lines is included;

PROVIDED THAT:

1. the liability of the Company will not exceed the sum insured by this Sub-Section;
2. the indemnity period shall commence 12 (twelve) hours after the failure and end not later than 31 (thirty one) days after such failure;
3. the insurance provided does not cover loss occasioned by the deliberate act of any telecommunication authority or by the exercise of such telecommunication authority of its power to withhold or restrict access to its lines.

MACHINERY BREAKDOWN

DEFINED EVENTS

Any unforeseen and sudden physical damage to the machinery described in the Schedule from any cause not excluded whilst it is:

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

within the insured premises.

LIMIT OF LIABILITY

The Company's liability shall not exceed R100 000 (one hundred thousand rand) for each and every occurrence.

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

DEFINITION OF MACHINERY

The term 'Machinery' shall mean:

Fixed air conditioning units, ventilator fans, Fixed filtration plant, water-pumping machinery, electronic gate motors, garage door machinery, boilers, drums and all associated equipment and controlling switchgear in lift rooms and lift shafts and standby generator sets forming part of the insured building.

BASIS OF INDEMNITY

Irrespective of the original cause the amount payable by the Company shall be determined by:

1. Sum insured

It is expressly agreed between the Insured and the Company that at all times the sum insured for each item of machinery shall be the new replacement value including freight dues, customs duties and erection costs.

2. Underinsurance

If the sum insured on any item of machinery at the time of the loss is less than the new replacement value including freight dues, customs duties and erection costs, the Insured shall be considered to be their own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

3. Partial damage

Where the machinery can be repaired, the Company will pay the reasonable costs of restoring it to working order based on the customary rates of wages in the district and normal freight and erection costs and customs duties.

4. Total loss

If the cost of repairs as described in 1. above equals or exceeds the actual value of the machinery immediately before the occurrence such machinery shall be regarded as a total loss and the Company will pay the actual value of the machinery immediately before the occurrence which shall be calculated as the new replacement value.

5. Repair, reinstate or replace

The Company may at its option repair, reinstate or replace any damaged machinery or pay the amount of the damage in cash.

SPECIFIC EXCEPTIONS

The Company will not be liable to pay for:

1. the amount specified in the Schedule as the First Amount Payable by the Insured for each and every occurrence;
2. damage due to:
    - 2.1 fire, extinguishing of a fire, direct lightning strikes, explosion;
    - 2.2 theft, collapse of buildings, impact by animals, vehicles, aircraft, other aerial devices or objects dropped therefrom, sonic shock waves;
    - 2.3 water that escapes from water containing apparatus including leakage or discharge from any sprinkler or drencher system;
    - 2.4 subsidence, landslide, storm, flood inundation, hail, snow, earthquake, volcanic eruption or other convulsions of nature or any subsequent dismantling;
3. wastage of material or wearing away or wearing out of any part of the machinery caused by or naturally resulting from ordinary usage or working or other gradual deterioration;
4. temporary repairs and any consequences arising therefrom unless the Company has authorised the temporary repairs;
5. expendable parts and tools such as (but not limited to) bits, cutters, knives, saws, blades, dies, patterns, rollers, sieves, chains, belts, ropes, conveyor bands, jointing and packing material. If these parts or tools are damaged as a result of an accident to other parts of the machinery insured, as provided for by this insurance, the Company will indemnify the Insured for the residual value of such parts or tools;
6. extra charges for express delivery, overtime, Sunday and holiday rates of wages unless specially provided for herein;
7. costs of any alterations, additions improvements and overhauls carried out on the occasion of a repair;
8. damage resulting from experiments, overloads or tests requiring the imposition of abnormal conditions or from misapplication of tools;
9. the value of damaged parts that can be used in any way whatsoever;
10. the cost of repairing or replacing any foundations, masonry or refractories unless specifically mentioned in the Schedule;
11. damage due to defects or errors already existing at commencement of this insurance and which were known or should have been known to the Insured;
12. damage to any solar power system or any components thereof.

SPECIFIC CONDITIONS

Access

The Insured will allow the authorised representatives of the Company to examine the insured machinery at any reasonable time. If during the inspection any new facts of a nature likely to render the risk more than usually hazardous are observed the Insured must at the request of the Company restore the risk to normal within a reasonable time failing which the Company may suspend cover in whole or in part until the risk is restored to normal.

Alterations to working conditions

Notice of any intended alteration to or departure from normal working conditions which would affect the risk of damage to the machinery specified in the Schedule must be given to the Company. If the Company cannot approve the alteration or departure from normal working conditions the Company may cancel the insurance in respect of the machinery concerned, making an appropriate return of premium.

Claims

On the happening of an event giving rise or likely to give rise to a claim, the Insured:

1 shall exercise all means in their power to salvage the insured items and ensure their preservation;

2 may proceed with the repair of the machinery;

PROVIDED THAT:

1. they comply with 1. above;
2. the carrying out of the repair is without prejudice to any question of liability;
3. any damaged part requiring replacement is kept for inspection by the Company.

Maintenance

The machinery described in the Schedule of this Section shall be subject to regular and adequate maintenance processes undertaken by suitably qualified members of the Insured's own staff or in terms of a maintenance contract with specialist maintenance engineers.

Power surge

1. It is a condition of cover that the insured property must be protected by any SANS (South African National Standard) approved surge arrestors installed on the main distribution board(s) of the insured premises and installation must comply with all SANS requirements.
2. Should the sum insured per item or the combined sum insured for all insured items at the insured premises stated in the Schedule, exceed R50 000 (fifty thousand rand), power surge cover will be subject to:

    2.1 the installation of any surge protection device that complies with SANS/IEC 61643-11 low voltage surge protection standards in the main electrical distribution board feeding the equipment;

    2.2 the device must:

        2.2.1 be a 40 kA (8/20) Class 2;

        2.2.3 be wired in terms of SANS 10142-1 Connection type 2;

        2.2.4 have mechanical fault indication;

    2.3 installation by a registered electrician who must provide either of the following:

        2.3.1 an Electrical Certificate of Compliance (CoC) for the installation;

        2.3.2 proof of installation stating the adherence to the required electrical standards and regulations at the time that the device was installed.

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

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

Switchgear of refrigeration machinery

The controlling switchgear of the refrigeration machinery described in the Schedule of this Section shall incorporate apparatus for automatic restarting following a failure of the public supply of electricity.

SOLAR POWER

SUB-SECTION A – PROPERTY

DEFINED EVENTS

Loss of or damage to the whole or part of the Solar power system, Battery or Inverter (as defined) described in the Schedule, owned by the Insured or for which they are legally responsible, including alterations by the Insured as tenants to the building and structures, by:

1. fire;
2. lightning and thunderbolt;
3. subterranean fire;
4. explosion;
5. earthquake (whether arising from mining operations or otherwise), volcanic eruption or other convulsion;
6. special perils:

    6.1 storm, wind, water, hail or snow but excluding damage to property:

        6.1.1 arising from it undergoing any process necessarily involving the use or application of water;
        6.1.2 caused by tidal wave originating from earthquake;
        6.1.3 in the open (other than solar arrays designed to exist or operate in the open);

    6.2 aircraft and other aerial devices or articles dropped therefrom;
    6.3 impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles;

    PROVIDED THAT:

    this Defined Event (special perils) does not cover damage caused or aggravated by:

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

7. theft (or any attempt thereat);

    7.1 of the Inverter(s) and/or Battery(ies) (including Peripherals and accessories thereto) from any building at the premises described in the Schedule, accompanied by visible signs of physical damage to the building following forcible and violent entry into or exit from such building, or as a result of theft (or any attempt thereat) following violence or threat of violence;
    7.2 of externally fitted Solar panel(s)/Solar array(s) at the premises described in the Schedule, accompanied by visible signs of forcible removal of or tampering with the Solar panel(s)/Solar array(s), or as a result of theft (or any attempt thereat) following violence or threat of violence;

    PROVIDED THAT:

    the Company shall not be liable to pay more than the amount stated in the Schedule.

DEFINITIONS

Battery	a device that stores electricity generated by Solar panel(s) or the electrical grid
Inverter	a piece of equipment that converts the variable direct current (DC) to alternating current (AC)

Peripherals	racking and mounting system, charge controller, cabling, switches, performance monitoring system and other electrical accessories
Solar array	multiple Solar panels used in conjunction to produce electricity
Solar panel	collects energy from the sun in the form of sunlight and converts it into electricity that can be used to power businesses or homes (sometimes also called photovoltaics) and can be mounted as follows: 1. Carport-mounted: Solar array is retrofitted above an existing carport, or a purpose-built structure is installed that integrates Solar panels as the roofing of the carport; 2. Ground-mounted: Solar panels are held in place by racks or frames that are attached to ground-based mounting supports; 3. Mobile structure: Solar array is fitted to a mobile structure e.g., a trailer; 4. Pole-mounted: pole is driven directly into the ground or embedded in concrete and Solar panels are securely mounted at the top; 5. Roof-mounted: Solar array is installed on the rooftop of a building
Solar power system	system designed to generate and supply usable solar electricity by means of sunlight and photovoltaics and consists of several components, including a Solar array, Inverter(s), Battery(ies) and/or Peripherals

SPECIFIC CONDITIONS

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

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

1. the burglar alarm installed at the premises shall:

    1.1 protect all insured Inverter(s), Battery(ies) and/or Peripherals;

    1.2 be extended to protect all insured Solar panel(s)/Solar array(s), which are externally fitted, by means of beams or sensors;

    1.3 be fully activated whenever the premises is not open for normal business unless any principal, partner, director or employee is in the premises;

2. the insurance shall not cover loss of or damage to the items noted in 1.1 and 1.2 above following the use of keys, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to the Insured unless such keys, keypad code or remote control were obtained by theft.

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

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

    PROVIDED THAT:

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

Replacement value conditions

The basis upon which the amount payable is to be calculated shall be either:

1. the replacement of the property by similar property in a condition equal to, but not better nor more extensive than, its condition when new; or
2. the repair of the property to a condition substantially the same as, but not better than, its condition when new;

PROVIDED THAT:

if, at the time of replacement or repair, the sum representing the cost (including freight dues, customs duties and erection costs, where applicable) which would have been incurred in replacement if the whole of the property had been lost, destroyed or damaged beyond repair exceeds the sum insured thereon at the commencement of the loss or damage, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

Solar power system warranty

It is a condition precedent to the Company's liability, and it is warranted that the Solar power system, Battery or Inverter installed on the insured premises must comply with the following requirements (where applicable):

1. the Solar power system, Battery or Inverter must be installed by an accredited electrical contractor as recognised by the Department of Labour;
2. installation must be accompanied by and comply with:
    - 2.1 a valid Electrical Certificate of Compliance (CoC);
    - 2.2 the latest edition of SANS 10142-1 (Wiring);
    - 2.3 NRS 097-2-1 (utility interface/inverter);
    - 2.4 any other regulatory requirements (where applicable);
    - 2.5 relevant municipal by-laws;
3. the Solar power system, Battery or Inverter must be regularly maintained and kept in good working order;
4. the Insured's employees must be educated and trained in the operation of such Solar power system, Battery or Inverter installed on the insured premises;
5. all bushes, grass, weeds and other flammables within a 5m (five metre) radius of the Solar power system must be cleared and regularly maintained.
6. where the Solar power system is Roof- or Carport-mounted, the installation of the Solar power system must include an evaluation conducted by a qualified professional on the suitability of the roof or carport to carry the additional weight of the Solar power system being installed.

SUB-SECTION B – LIABILITY

DEFINED EVENTS

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

LIMIT OF INDEMNITY (applicable to Sub-Section B)

The amount payable inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants and other costs and expenses incurred with the Company's consent for any one event or series of events with one original cause or source shall not exceed R1 000 000 (one million rand) for each and every claim.

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

SPECIFIC EXCEPTIONS (applicable to Sub-Section B)

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

1. injury or damage sustained by:

   1.1 any member of the same household or family as the Insured;

   1.2 any person employed by the Insured under a contract of service or apprenticeship and arising directly from and in the course of such employment by the Insured;

   1.3 any other person resulting from the ownership of or use by or on behalf of the Insured of mechanically propelled vehicles (except pedal cycles and lawnmowers);

2. damage to property:

   2.1 2.1.1 belonging to the Insured;

   2.1.2 in the custody or control of the Insured or any employee of the Insured;

   2.2 caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure;

3. liability assumed by agreement unless liability would have attached to the Insured notwithstanding such agreement;

4. 4.1 liability in respect of injury, damage or loss of use of property directly or indirectly caused by seepage, pollution or contamination provided always that this exception shall not apply where such seepage, pollution or contamination caused by a sudden, unintended and unforeseen occurrence;

   4.2 the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence.

   This Exception shall not extend the Policy to cover any liability which would not have been insured under this Policy in the absence of this Exception;

5. fines, penalties, punitive, exemplary or vindictive damages;

6. 6.1 damages in respect of judgments delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and the Kingdom of Eswatini (formerly Swaziland);

   6.2 costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the area described in 6.1 above.

MEMORANDA (applicable to Sub-Section B)

1. Where more than one Insured is named in the Schedule the Company will indemnify each Insured separately and not jointly and any liability arising between such Insured shall be treated as though separate policies had been issued to each;

   PROVIDED THAT:

   the aggregate liability of the Company shall not exceed the Limit of indemnity stated in the Schedule.

2. Provided that the aggregate liability of the Company is not increased beyond the Limit of indemnity stated, the Company will also indemnify as though a separate policy had been issued to each:

   2.1 in the event of the death of the Insured, any personal representative of the Insured in respect of liability incurred by the Insured;

   2.2 any partner or director or member or employee of the Insured (if the Insured so requests) against any claim for which the Insured is entitled to indemnity under this insurance.

3. In respect of this Sub-Section only, General Exception 1. War, riot and terrorism is deleted and replaced by the following: “This Sub- Section does not cover injury, damage or liability directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power”.

4. If, at the time of any event giving rise to a claim under this Sub-Section, indemnity is also provided under any other insurance, this Sub-Section shall not be drawn into contribution with such other insurance except in respect of any excess over and above the amount payable by such other insurance.
5. Notwithstanding Specific Exception 3, the Company will indemnify the Insured if a garden services firm is engaged under contract in the maintenance of the garden at the premises stated in the Schedule and is legally liable for the acts or omissions of the employees of the garden services in the course of their employment at these premises.

SUB-SECTION C – ACCIDENTAL DAMAGE

DEFINED EVENTS

This Section is extended to cover accidental damage to the Solar power system, Battery or Inverter described in the Schedule, the property of the Insured or for which they are legally responsible;

PROVIDED THAT:

the Company's liability shall not exceed R100 000 (one hundred thousand rand) per event and R250 000 (two hundred and fifty thousand rand) in the annual aggregate per unit.

SPECIFIC EXCEPTIONS (applicable to all Sub-Sections)

The Company will not be liable to indemnify the Insured, irrespective of the original cause, in respect of:

1. the first amount payable as stated in the Schedule, of each and every event giving rise to a claim. Where more than one item of property insured suffers physical loss or damage in any one event, the first amount payable shall be the highest single amount applicable to such property insured;
2. derangement unless accompanied by physical damage otherwise covered by a Defined Event under this Section;
3. loss or damage recoverable in terms of any maintenance and/or leasing agreement effected by, or on behalf of the Insured, covering the insured equipment;
4. loss of or damage recoverable in terms of manufacturer's warranty;
5. faults or defects known to the Insured (or their responsible employees) at the time this insurance was arranged or during the currency of the insurance and not disclosed to the Company or any consequences thereof;
6. wastage of material or wearing out of any part of the property insured caused by or naturally resulting from ordinary usage or working or other gradual deterioration, development of poor contacts or scratching of painted or polished surfaces of a cosmetic nature;
7. parts having a short life such as (but not limited to), contacts, X-ray tubes, bulbs, cathode-ray tubes, thermionic emission tubes, fuses and sacrificial buffer circuits. If such parts are damaged as a result of a defined event as provided for by this Sub-Section to other parts of the property insured, the Company shall indemnify the Insured for the residual value prior to the loss of such exchangeable parts;
8. wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded;
9. cost of reproducing data and/or programs whether recorded on computer hard-drives, discs, tapes, cards, or otherwise;
10. loss of use of the property or other consequential loss, damage or liability of whatsoever nature or as a result of its inherent vice or defect, faulty design or installation, vermin, insects, damp, mildew or rust;
11. detention, confiscation, forfeiture, impounding, attachment or requisition by any lawfully instituted authority or other judicial process or requisition by Customs or other officials;
12. loss or damage of whatsoever nature arising directly or indirectly of or in connection with the action of any computer virus, Trojan or worm(s) or other similar destructive media;
13. loss or damage caused by any principal, partner, director or employees of the Insured whether acting alone or in collusion with others;
14. loss or damage to any portion of the insured Solar power system resulting from the collapsing of the roof, pylon or any other structure on which the Solar array is installed, and such collapse being caused by or resulting from:

    14.1 the inability of the structure to support the weight of the Solar array; or

    14.2 any other cause associated with the design or construction of the support structure or the Solar array that may be considered defective, faulty or inadequate;

15. loss or damage by overloading of any component of the Solar power system (overloading is when the sum of the wattage of all electrical equipment which draws AC electricity from any component of the Solar power system exceeds the capacity, as per the manufacturers' specifications, of such component);
16. a gradual reduction of the capacity of the Solar array or any battery linked thereto;
17. loss or damage to a Solar array that is fitted on a thatch roof, asbestos roof structure of non-standard construction;
18. theft or disappearance which is not identifiable with a specific incident;
19. loss or damage to property in the underground workings of any mine.

CLAUSES AND EXTENSIONS

Architects' and other professional fees

The Company will in addition to the sums insured stated in the Schedule pay for professional fees necessarily and reasonably incurred in the repair or reinstatement of property following indemnifiable loss or damage;

PROVIDED THAT:

the amount payable in respect of such fees does not exceed 20% (twenty percent) of the total amount of the claim, but shall not include expenses incurred in connection with the preparation of the Insured's claim.

Capital additions

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

Clearance costs

The Company will in addition to the sums insured stated in the Schedule pay for costs necessarily and reasonably incurred by the Insured in respect of demolition or dismantling of property and/or removal of debris and in providing, erecting and maintaining hoardings and other similar structures required during demolition, dismantling, debris removal and reconstruction following indemnifiable loss of or damage to such;

PROVIDED THAT:

the total amount recoverable does not exceed 20% (twenty percent) of the total amount of the claim.

Credit shortfall

If any total loss settlement under Sub-Section A is less than the amount owing to the financier under a current installment sale or lease agreement, the Company will pay to the Insured an additional amount equal to the shortfall less:

1. any arrears installments or rentals including interest payable on such arrears;
2. all refunds of premium for cancellation of any insurance cover relating to the Solar power system;
3. the increased installments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled;
4. any balloon payment due at the end of the finance period;
5. the first amount payable under Sub-Section A;

PROVIDED THAT:

1. the amounts payable shall not exceed the maximum indemnity less the first amount payable under Sub-Section A;
2. this Extension shall not apply to an agreement whereby the amount of any single installment other than the final residual amount after the initial payment differs by more than 10% (ten percent) from any other installment;
3. if such shortfall is as a result of a re-advance under an installment sale or refinancing in terms of a lease the insurance by this Extension shall be void;
4. the amount payable under this Extension shall not exceed 20% (twenty percent) of the sum insured of the affected property stated in the Schedule under Sub-Section A, subject to the Terms, Provisions and Conditions of this Extension.

Express delivery and overtime

The Company will in addition to the sums insured stated in the Schedule pay for extra charges for express delivery, airfreight, overtime, Sunday and holiday rates of wages payable in respect of the necessary and reasonable additional costs incurred by the Insured for effecting repairs or replacement approved by the Company, limited to 50% (fifty percent) of the amount which the repair or replacement would have cost had these additional costs not been incurred.

Hire purchase/finance agreements

Where the Company has knowledge of the property insured, or any individual item thereof, being subject to a suspensive sale or similar agreement, payment hereunder shall be made to the owner described therein whose receipt shall be in full and final discharge to the Company in respect of loss or damage indemnifiable by this Sub-Section of the Policy.

Software upgrade

If the Company has accepted liability in terms of a claim, the Company will pay in addition to any other amount the reasonable cost to reinstate or upgrade the software installed on the system which is lost or damaged;

PROVIDED THAT:

1. the cost towards the replacement or upgrade of the software shall not exceed 25% (twenty five percent) of the value of the insured equipment or R10 000 (ten thousand rand), whichever is the lesser;
2. this Extension shall apply to each item separately and individually.

Temporary removal

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

PROVIDED THAT:

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

Temporary repairs and measures after loss

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

PROVIDED THAT:

the liability of the Company for such costs and expenses shall not exceed in the aggregate R150 000 (one hundred and fifty thousand rand) per event.

Tenants

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

Territorial limits

Cover is restricted to property situated in the Republic of South Africa only.

OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

Incompatibility cover

Notwithstanding anything contained to the contrary in the Policy, the indemnity by Sub-Sections A of this Section shall indemnify the Insured for costs incurred in respect of:

1. modifications or alterations to the property insured directly consequent upon indemnifiable loss or damage to ensure the operating integrity of the Solar power system;
2. replacement or upgrading of legal programs to achieve compatibility with the modified or altered Solar power system;

PROVIDED THAT:

1. the costs provided for in 1. and 2. above shall be necessarily and reasonably incurred to maintain normal working conditions;
2. such additional costs shall be incurred as a direct consequence of indemnifiable loss or damage in terms of Sub-Sections A of this Section;
3. the cover afforded hereunder shall be restricted to parts or components of the Solar power system which are not indemnifiable under Sub-Section A hereof;
4. the indemnity by this extension shall, in respect of any one event, be limited in the aggregate to 20% (twenty percent) of the applicable total sum insured under Sub-Section A (the limit of indemnity) or R100 000 (one hundred thousand rand), whichever is the lesser.

Power surge

In the event of loss of or damage to the insured property due to a temporary increase in the current or voltage of an electrical circuit, which was not caused by a direct lightning strike, the Company shall indemnify the Insured up to R250 000 (two hundred and fifty thousand rand) or the amount stated in the Schedule, whichever is the lesser, for each and every occurrence or series of losses from one event and R500 000 (five hundred thousand rand) in the annual aggregate;

PROVIDED THAT:

1. the insured property must be protected by any SANS (South African National Standard) approved surge arrestors and installation must comply with all SANS requirements;
2. the Insured shall be responsible for the first amount payable as stated in the Schedule.

Theft (non-forcible)

The following Defined Event is added in respect of Sub-Section A:

Theft (or any attempt thereat) other than by any principal, partner, director, trustee or employee of the Insured;

PROVIDED THAT:

the Company's liability shall be limited to R250 000 (two hundred and fifty thousand rand) or the amount stated in the Schedule, whichever is the lesser.

IMPORTANT INFORMATION

For information purposes only – the following does not form part of the Insured's insurance contract.

1. The Insured must be informed of any material changes to the details of the Intermediary and us.
2. We may not cancel the Insured's policy merely by informing the Insured's Intermediary. There is an obligation to make sure the notice has been given to the Insured as required by law.

WARNING

3. Do not sign any blank or partially completed application forms.
4. Complete all forms in ink.
5. Keep all documents handed to the Insured.
6. Make notes as to what is said to the Insured.
7. Don't be pressurised to buy this Policy.
8. Incorrect information or non-disclosure by the Insured may impact on any claims arising from the Insured's contract of insurance.

COMPLAINTS PROCEDURE

9. If the Insured has a complaint about the service or the advice received from the Insured's Intermediary, please contact:

   Please see disclosure notice attached to the Policy Schedule.

10. If the Insured has a complaint about this Policy or the service received from us, please contact:

    Please see disclosure notice attached to the Policy Schedule.

Version 5

hollard.co.za
Tel: (011) 351 5000

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

Hollard.