Jacana Guardrisk Restaurant Wording

JACANA
ADMINISTRATORS

GUARDRISK
TAILORED RISK SOLUTIONS

CONTENTS

INSURANCE CODE OF CONDUCT

Guardrisk 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 Guardrisk office or from SAIA.

Guardrisk's commitment to service

Guardrisk has adopted and supports the Code and is committed to complying with it.

Contact Guardrisk for more information about the Code.

How to resolve a complaint or dispute

Talk to Guardrisk first

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

If the complaint is related specifically to a claim, speak with the insurance intermediary or insurance broker to discuss the claim with the claims officer managing the claim.

If the staff member or claims officer is unable to resolve the matter, the Insured's insurance intermediary or insurance broker may speak to a manager at Guardrisk. The manager will usually provide the Insured with a response to the complaint within a reasonable period of time. If the timeframe is impractical for any reason, such as the need for more information or further investigation, Guardrisk will discuss alternative timeframes with the Insured. If the Insured is not satisfied with Guardrisk response or Guardrisk cannot agree with the Insured on alternative timeframes, the Insured then moves on to step 2.

Seek a review

If the matter is still not resolved Guardrisk will refer the Insured, the insurance intermediary or insurance broker to the relevant dispute handling department or area who will conduct a review of the dispute and will usually provide the Insured with a response to the dispute within a reasonable period of time. If the timeframe is impractical, Guardrisk will discuss alternative timeframes with the Insured.

If the Insured is still not satisfied with Guardrisk's response to the dispute or Guardrisk cannot agree on alternative timeframes, the Insured then moves on to step 3.

Seek an independent review

The Insured is entitled to seek an external review of Guardrisk's decision. Guardrisk 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 NPC (the NFO).

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

National Financial Ombud Scheme South Africa NPC (the NFO) can be contacted at:

National Financial Ombud Scheme South Africa NPC
110 Oxford Road, Houghton Estate, Illovo, Johannesburg, 2198
or
Claremont Central Building, 6th Floor, 6 Vineyard Road, Claremont, Cape Town, 7708
Phone: 0860 800 900
Email: **info@nfosa.co.za**
Website: **www.nfosa.co.za**

Guardrisk agrees to accept an NFO decision; however, the Insured has the right to take legal action if the NFO decision is unacceptable. The NFO only accepts resolutions under their rules.

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

GENERAL EXCEPTIONS

GENERAL OPERATIVE CLAUSE

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

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

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

1. War, Riot and Terrorism

1.1 This policy does not cover loss of or damage to property 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 aforegoing;

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, popular uprising, 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 alleges 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 l976) 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 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 (not applicable to Fidelity, Stated Benefits and Group Personal Accident sections)

Unless specifically agreed in respect of an insured loss involving Nuclear Material under determined circumstances, this Contract does not cover legal liability, loss (including consequential loss) or damage, cost or expense caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

Nuclear material, nuclear fission, nuclear fusion, nuclear radiation, nuclear waste from the use of nuclear fuels, nuclear explosives or any nuclear weapon.

For the sake of clarity, the above exclusion does not cover legal liability, loss (including consequential loss) or damage, cost or expense caused directly or indirectly by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Definitions:

"nuclear material"		as defined in NMA 1975 (A).
"Nuclear fission"	means	a nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy.
"Nuclear fusion"	means	a nuclear reaction in which atomic nuclei of low atomic number fuse to form a heavier nucleus with the release of energy.
"Nuclear radiation"	means	the absorption of the electro-magnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.
"Nuclear waste"	means	radioactive products or waste as defined in NMA 1975 (A).
"Nuclear fuels"	means	a substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy.
"Nuclear explosives"	means	an explosive involving the release of energy nuclear fission or fusion or both.
"Nuclear weapon"	means	a nuclear device designed, used or capable of being used for the inflicting of bodily harm or property damage.

3. Computer losses

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

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

3.2 any legal liability of whatsoever nature;

3.3 any consequential loss;

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

1. to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date, or

2. to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or to correctly 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 programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes, 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 programme or interference.

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

This exception shall not apply to:

A loss or destruction of or damage to the insured property by fire, explosion, lightning, earthquake, storm, wind, water, hail, snow, aircraft or other aerial devices dropped therefrom, impact by animals, trees, aerials, satellite dishes or vehicles;

B the Glass, Employer's Liability, Stated Benefits, Group Personal Accident or Motor sections;

C 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 A above;

provided that A, B and C above:

(i) will not insure any loss, destruction, damage or consequential loss if such loss is not indicated as an included peril, extension or section in this policy;

(ii) will not insure any loss, destruction, damage or consequential loss if such loss would not have been insured in the absence of this Computer Losses.

4. Asbestos (Applicable to sub-section D of the Buildings Combined Section, the Public Liability and Employers' Liability

Sections and sub-section D of the House Owners Section).

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

5. Sanctions

The Company shall not be liable to provide any cover, pay any claim, provide any benefit or provide any indemnification under this policy if the Insured is listed, or is included by the respective authorities as a sanctioned, or prohibited entity or individual to do business with or indemnify, under the United Nations resolutions or any trade or economic sanctions, laws or regulations of the European Union, the United Kingdom, the United States of America or South Africa.

6. Pandemics, Epidemics, Infectious or contagious disease or response taken by an authority

1. Notwithstanding any provision to the contrary within this policy, 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 a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

i. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

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

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

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 any claim, loss, Damage, cost or expense of any nature whatsoever, directly or indirectly and regardless of whether any other cause or event contributed concurrently or in any sequence, arising out of, related to, caused by, attributable to, contributed to or otherwise has any connection to:

3.1 any limitation or prevention of use of or access to insured premises due to or in response to any of the events contemplated in clauses (1) and (2) above; or

3.2 any authority's actions, reaction, advice, measures, restrictions, and/or other responses to any of the events contemplated in clauses (1), and (2) above.

For purposes of this general exclusion:

An "authority" is defined to mean any public authority, including any national or international body empowered with the capability and authority to act, react or respond, or cause an action, reaction or response, to whatsoever circumstance at a local, municipal, regional, provincial, national, or international level;

An "action, reaction or response" is defined to mean, without limitation, any action by an authority."

If the Company alleges that, by reason of this exception, any claim, loss, damage, cost or expense is not covered by this policy, the burden of proving the contrary shall rest on the Insured.

7. Cyber loss Limited Exclusion Clause

i. Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

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 paragraph 2;

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.

ii. Subject to the other terms, conditions and exclusions contained in this policy, this policy will cover physical damage to property insured under the original policies and any Time Element Loss directly resulting therefrom where such physical damage is directly occasioned by any of the following perils:

1. fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

Definitions:

iii. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

iv. 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.

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

8. Utilities Exclusion

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 any claim, loss, damage, cost or expense of any nature whatsoever, directly or indirectly, related to, caused by, the total or partial failure of the supply of electricity, gas, water, communications or data processing facilities, steam, sewerage or other similar services attributable to, any actions, advice, measures, restrictions, or other responses of any governmental authority or any other authority.

For purposes of this general exclusion:

1. An "**authority**" is defined to mean any public authority, including any national or international body empowered with the capability and authority to act, react or respond, or cause an action, reaction or response, to whatsoever circumstance at a local, municipal, regional, provincial, national, or international level;
2. An "**action, reaction or response**" is defined to mean, without limitation, any action by an authority."

If the Company alleges that, by reason of this exception, any claim, loss, damage, cost or expense is not covered by this policy, the burden of proving the contrary shall rest on the Insured.

9. Grid Failure or Interruption Exclusion

Notwithstanding any provision of this policy, including any exclusion, exception, extension, insuring provision, or any provision which would otherwise override this general exclusion, this policy does not cover any loss, Damage, claim, cost, expense or other sum of any nature, including any consequential losses in terms of any section of this policy, that is directly or indirectly caused by, attributable to, in consequence of, resulting from, arising out of, following, or in any way in connection with an Electricity Grid Failure or Interruption

Electricity Grid Failure or Interruption means an interruption or suspension of the electricity supply from the national, regional, municipal, local or private grid of South Africa concurrently for whatsoever reason, whether due to Damage, an inability and/or failure (whether partial or total) of the utility supplier to generate, transmit or distribute electricity, or otherwise.

10. Non-Damage

Notwithstanding any term, exclusion, exception, extension, clause, or provision contained in this policy other than specifically provided for under the Business Interruption Section which would otherwise override this General Exclusion, the insurer's obligation to indemnify shall be restricted to claims payments resulting from property insurances, insofar as they cover financial losses arising from the physical loss of or physical damage to the tangible Insured Property caused by an insured peril, and property business interruption insurances, insofar as they cover interruption directly caused by physical loss of or physical damage to the tangible Insured Property caused by an insured peril; or directly caused by physical loss of or physical damage to tangible property at the premises of a supplier, customer, public utility or provider of the Insured.

Physical damage is understood to mean a detrimental change in the tangible property substance through physical, chemical or biological impact.

For the avoidance of doubt a pure loss of use, such as the inability to use or restrictions in the use of a building or an object, as well as the simple non-functioning of an object shall not constitute a physical loss or damage.

11. Confiscation, requisition, nationalisation

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not excluded herein which would otherwise override a General Exception, this policy does not cover any claim, loss Damage, cost or expense of any nature whatsoever, directly or indirectly, related to, caused by, attributable to, contributed to by requisition, nationalisation, confiscation by any governmental authority or any other authority.

12. Abandonment

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not excluded herein which would otherwise override a General Exception, this policy does not cover any claim, loss Damage, cost or expense of any nature whatsoever, directly or indirectly, related to, caused by, attributable to, contributed to by deliberate and/or permanent abandonment of the Insured Property authority.

13. Theft by False Pretences and Fraud

The Company shall not be liable for damage resulting directly or indirectly from or in connection with any actual or purported exchange, cash or credit sale agreement, including theft by trickery, false pretence, and/or fraud.

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.

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 30 (thirty) days from this date. The Company shall not be obliged to accept premium tendered to it more than 30 (thirty) 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 events as are hereby insured;

6.1.2 shall 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 shall 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 shall 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 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, Stated Benefits or Group Personal Accident Benefits.

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

1. Business Interruption;
2. Fidelity Guarantee;
3. Stated Benefits or Group Personal Accident including 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 the 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 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

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 (not applicable to stock on a declaration basis nor to any Section where it is stated to be not applicable)

In consideration of sums insured not being reduced where appropriate by the amount of any loss, the Insured shall pay 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.

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 to 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 above:

"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. 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 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 of the Policy.

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 portion of such property) 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 Condition shall apply to the following Sections of this Policy:

A. Fire;

B. Business Interruption;

C. Buildings Combined but not applicable to accidental damage to sanitary-ware;

D. Office Contents but not applicable to accidental damage to sanitary-ware;

E. Glass;

F. Electronic Equipment.

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

31. Medical expenses benefit

The medical expenses 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.

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 the amount stated in the Excess and Limits Schedule for each and every occurrence and in the annual aggregate applicable to all Sections cumulatively claimed under.

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

2. Payments on account

In respect of any Section where amounts recoverable from the Company are delayed pending finalization 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 Excess and Limits Schedule for the applicable defined event.

4. Members, directors, partners or employees

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

5. Meaning of words

The Schedule, any addendums and 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

This Provision shall apply individually to the following Sections of this Policy:

A. Fire;
B. Buildings Combined;
C. Office Contents;
D. Theft;
E. Glass;
F. Goods in Transit;
G. Business All Risks;
H. Electronic Equipment;
I. 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 the amount stated in the Excess and Limits Schedule per event.

10. Malicious damage

This Provision shall apply to the following Sections of this Policy:

A. Fire;
B. Buildings Combined;
C. Office Contents;
D. 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 Section of the Policy;
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 Provisions 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 becomes unoccupied for 60 (sixty) 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 60 (sixty) 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 Provision shall apply to the following Sections of this Policy:

Section	Limit of Indemnity	First Amount Payable
Buildings Combined	Reasonable cost not exceeding 20% of the sum insured	R1 000
Office Contents	Reasonable cost not exceeding 20% of the sum insured	R1 000
Goods in Transit	R15 000	R500
Motor	R15 000	R500
Electronic Equipment	R15 000	R500
Solar Power	Reasonable cost not exceeding 20% of the sum insured	R2 500

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 Provision shall apply to the following Sections of this Policy:

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

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

PROVIDED THAT:

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

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

The 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.

The Insured will be responsible for the first amount stated in the Excess and Limits Schedule of each and every occurrence giving rise to a claim.

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 Fire Business Interruption Accounts Receivable	Adjustment of Premium Specific Condition 1.2 in Stock Declaration Conditions Deposit Premium Clause Adjustment Clause	The words "each period of insurance" are amended to read "each period of twelve consecutive months from the inception date or anniversary date"
Fire Buildings Combined Office Contents	Capital Additions Clause Capital Additions Clause Capital Additions Clause	If the period of insurance is more often than quarterly then the words "each quarter" are amended to read "each month"
Fidelity Guarantee	Defined Event	In addition to the defined events the following is added: The amount payable during any one period of 12 (twelve) consecutive months from inception or anniversary date will not exceed the sum insured stated in the Schedule at the said inception or anniversary date as the case may be (or double the sum insured if the "Reduction/Reinstatement of sum insured" Extension applies). 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.
Fidelity Guarantee	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 Provision shall apply to the following Sections of this Policy:

A. Office Contents;

B. Theft;

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 office premises;

14.3 after theft has taken place and the Company accepted liability for such claim;

PROVIDED THAT:

1. the premises is stated in the Schedule;
2. the liability of the Company shall not exceed the amount stated in the Excess and Limits Schedule in terms of 14.1, 14.2 or 14.3 or R30 000 (thirty thousand rand) in the aggregate any one event;
3. the Insured shall be responsible for the first amount stated in the Excess and Limits Schedule each and every claim.

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);

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.

FIRE

DEFINED EVENTS

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

1. fire;
2. lightning and thunderbolt;
3. subterranean fire;
4. explosion;
5. earthquake (whether arising from mining operations or otherwise), volcanic eruption or other convulsion, but excluding loss of or damage to property in the underground workings of any mine;
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 underground workings of any mine; or
      6.1.4 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; or
      6.1.5 any structure not completely roofed unless specifically insured as a separate item in the Schedule; or
      6.1.6 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 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 exceeding the amount stated in the Excess and Limits Schedule;
      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 minimization of any damage;
      2.4 mildew, damp, rising damp, rust, corrosion or rot;

7. loss of or damage to geysers, water tanks, water apparatus, water pipes, drip trays, pans and water heating systems, following sudden and unforeseen bursting and leaking, the property of the Insured installed in the building(s) described in the Schedule;

   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 as a result of faulty material or workmanship, inherent device and latent defects or faulty or defective design;

1.4 recoverable in terms of manufacturer's warranty;

1.5 loss or damage as a result of failure or deliberate withholding of supply of water or electricity or fuel;

2. the Company's liability shall not exceed the amount stated in the Excess and Limits Schedule per event;
3. the Insured shall be responsible for the first amount stated in the Excess and Limits Schedule 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 condition

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. If the Company can demonstrate the geyser was not installed in accordance to specification the Insured shall be liable for the first amount stated in the Excess and Limits Schedule of each claim in addition to the first amount payable as stated in provision 3 above;

Geyser Repairs

Cover is extended to include repairs to geysers including the replacement of all geyser components subject to a maximum limit amount stated in the Excess and Limits Schedule any one event. The Insured shall be responsible for a first amount stated in the Excess and Limits Schedule;

8. accidental damage to sanitary-ware up to the amount stated in the Excess and Limits Schedule for each and every incident of such damage and the Insured shall be responsible to pay the first amount stated in the Excess and Limits Schedule;
9. damage caused by discharge or leakage from any sprinkler, drencher system or fire extinguishing installation/ appliances up to the amount stated in the Excess and Limits Schedule. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided;
10. shade nets and canopies:

10.1 the Company will pay for loss or damage to shade nets and canopies in the open at the premises and included in the sum insured caused by hail, wind, snow or storm up to the amount stated in the Excess and Limits Schedule for each and every event;

PROVIDED THAT:

1. the condition of average shall apply;
2. the Insured shall be deemed to be Co-Insurer on the basis stated in the Excess and Limits Schedule:

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

11. damage (other than by fire) to the insured property caused by its own spontaneous fermentation, heating or combustion up to the amount stated in the Excess and Limits Schedule for each and every event;
12. such additional perils as stated in the Schedule.

SPECIFIC EXCEPTIONS

This insurance does not cover:

1. damage to property occasioned by its undergoing any heating or drying process;
2. damage to property which at the time thereof is insured by or would, but for the existence of this insurance, be insured by any marine policy(ies), except in respect of any excess beyond the amount which would have been payable under the marine policy(ies) had this insurance not been effected;
3. damage to property in the underground workings of any mine;
4. damage in respect of overhead transmission and distribution lines and their supporting structures other than those on or within 150 meters of the insured premises but the utilities and/or suppliers extensions are not subject to this exclusion.

CLAUSES AND EXTENSIONS

Alternative replacement conditions (design capacity)

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

PROVIDED THAT:

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

Designation of property

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

All other contents

The term 'all other contents' referred to in the definition of property in the Schedule includes, but is not restricted to personal effects, tools and pedal cycles, the property of the Insured or directors or employees of the Insured insofar as such property is not otherwise insured.

The benefit under this Clause is limited to the amount stated in the Excess and Limits Schedule for any one individual in respect of property lost or damaged whilst on the Insured's premises.

The Company's liability in respect of all other contents is restricted in respect of:

1. money and stamps to a limit stated in the Excess and Limits Schedule;
2. documents, manuscripts, business books, plans, computer systems records and media, designs, patterns, models and moulds to the value of materials and sums expended in labour, not exceeding the amount stated in the Excess and Limits Schedule.

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 acquisition of additional premises, structural alterations or repairs to buildings, machinery or plant, provided that notice is given to the Company as soon as practicable after such event and the Insured agrees to pay additional premium if required.

Architects' and other professional fees

The insurance under columns 1 and 3 of the Schedule includes professional fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of the property insured following damage by a defined event, but in no case exceeding 20% (twenty percent) of the amount payable in respect of such damage;

PROVIDED THAT:

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

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, other than stock and materials in trade, for an amount not exceeding 20% (twenty percent) of the sum insured thereon, it being understood that the Insured undertakes to advise the Company each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

Cost of demolition, clearing and erection of hoardings

The insurance under this Section includes costs necessarily incurred by the Insured in respect of the demolition of buildings and machinery and/or the removal of debris (including stock debris) and in providing, erecting and maintaining hoardings required during demolition, site clearing and/or building operations following damage to the property insured by a defined event;

PROVIDED THAT:

the total amount recoverable shall not exceed the sum insured on the property affected. The Company will not pay for any costs or expenses:

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

Deterioration of undamaged stocks

The insurance under this item is limited to the deterioration of undamaged stocks due to the Insured's inability to process such stocks following a Defined Event under this Section;

PROVIDED THAT:

1. such stocks would have been utilised by the business had the defined event not occurred;
2. such stocks cannot be utilised before or, as far as can reasonably be foreseen, after the expiry of two years from the date of occurrence;
3. the amount payable will be limited to the actual purchase costs incurred by the Insured for such stocks or the actual manufacturing costs incurred in producing such stocks up until the occurrence of the event, less, if the goods are sold for salvage, the net amount realised from such sale.

Express delivery and overtime

The Company will indemnify the Insured in respect of any 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.

Mortgagee

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

Motors and pumping equipment

The Company will pay, replace or repair for loss of or damage to fixed filtration plant, water-pumping machinery, electronic gate motors or garage door machinery by an insured peril;

PROVIDED THAT:

1. the Company shall not be liable to pay more than the amount stated in the Excess and Limits Schedule) during any one insurance period;
2. the Insured shall be responsible for the first amount stated in the Excess and Limits Schedule for each claim;
3. the Company shall not be liable to compensate for:

   3.1 automatic pool cleaners;
   3.2 loss or damage as a result of wear and tear;
   3.3 wear and tear;
   3.4 gradual deterioration;
   3.5 inherent vice and latent defects;
   3.6 any loss or damage recoverable under warranty.

Municipal plans scrutiny fee

The insurance under column 1 of the Schedule includes municipal plans scrutiny fee;

PROVIDED THAT:

the total amount recoverable under any item shall not exceed the sum insured on the building affected.

Public authorities' requirements

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

PROVIDED THAT:

1. the amount recoverable under this clause shall not include:

    1.1 the cost incurred in complying with any of the aforesaid regulations:

    1.1.1 in respect of damage occurring prior to granting of this Clause;
    1.1.2 in respect of damage not insured under this Section;
    1.1.3 under which notice has been served upon the Insured prior to the happening of the damage;
    1.1.4 in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from this insurance) of that portion damaged;

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

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

2. the work of repairing or rebuilding must be commenced and carried out with reasonable dispatch and may be carried out wholly or partially upon another site (if the aforesaid regulations so necessitate) subject to the liability of the Company under this Clause not being thereby increased;
3. if the liability of the Company under any item of this Section apart from this clause shall be reduced by the application of any of the Terms, Exceptions and Conditions of this Section, then the liability of the Company under this clause in respect of any such item shall be reduced in like proportion;
4. the total amount recoverable under any item of this Section shall not exceed the sum insured thereby.

Railway and other subrogation

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.

Reinstatement value conditions

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

PROVIDED THAT:

1. the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch, otherwise no payment, beyond the amount which would have been payable if these reinstatement value conditions has not been incorporated herein, shall be made;
2. until expenditure has been incurred by the Insured in replacing or reinstating the property, the Company shall not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein;
3. if, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in

replacement or reinstatement if the whole of the insured property had been damaged, exceeds the sum insured thereon at the commencement of any damage to such property by a defined event, then the Insured shall be considered as being their own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of this Section, if more than one, to which these conditions apply shall be separately subject to this Provision;

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

   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.

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, Eswatini, Zimbabwe, Zambia, 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 20% (twenty 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 loss or damage and costs and expenses shall not exceed in the aggregate amount stated in the Excess and Limits Schedule.

Public supply

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

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 such act or omission which is a contravention of any of the Terms, Exceptions and 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.

Valuation of stock (in absence of stock declaration conditions)

If stock and materials in trade insured under this Section are not subject to the stock declaration conditions, any claim hereunder shall be settled on the basis of the market value immediately before the damage. In the event of the market value of the stock and materials in trade immediately before the damage being greater than the sum insured thereon, the specific condition of average for this Section will apply.

Disposal of salvage

Without diminishing the rights of the Company to rely on the provisions of the General Conditions in the event of a loss, the Company agrees that it will not sell or otherwise dispose of any property which is the subject of a claim hereunder without the consent of the Insured;

PROVIDED THAT:

the Insured can establish to the satisfaction of the Company that to do so will prejudice their interests, in which event the Company agrees to give the Insured first option to repurchase such property at its fair intrinsic value or market value, whichever is the greater.

The Insured shall not be entitled under the provisions of this clause to abandon any property to the Company whether taken possession of by the Company or not.

Water leaks/loss of water

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

PROVIDED THAT:

1. the 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 the amount stated in the Excess and Limits Schedule during any one insurance period;
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 identifying water leaks on the premises up to the amount stated in the Excess and Limits Schedule during any one insurance period;
5. in addition the Company will pay the cost of filling up swimming pools or ponds following maintenance or repairs up to the amount stated in the Excess and Limits Schedule during any one insurance period;
6. the Company will not be liable to pay for:

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

   6.2 losses as a result of:

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

      6.2.2 any deliberate acts of the Insured;

      6.2.3 taps or else taps left open after being used;

      6.2.4 any unit left unoccupied for more than 30 (thirty) days consecutively;

7. the Insured shall be responsible for the first amount stated in the Excess and Limits Schedule for each and every claim.

Costs of removal of fallen trees

The insurance under this section covers costs reasonably and necessarily incurred in removing trees or parts of trees from the dwelling(s) or premises as described in the schedule that have fallen following an Defined event as defined under sub-section A – Property or leaning trees that are in danger of causing damage to insured property;

PROVIDED THAT:

1. the company’s liability will not exceed the amount stated in the Excess and Limits Schedule any one occurrence
2. such costs will be subject to the company’s prior written consent.

Landscaping

The Company will pay up to the amount stated in the Excess and Limits Schedule 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, any deliberate or malicious acts;
4. but excluding theft or attempted theft.

Wild baboons and monkeys (buildings)

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:

1. the Company will not pay more than the amount stated in the Excess and Limits Schedule;
2. the Insured shall be responsible to pay the first amount stated in the Excess and Limits Schedule of each and every claim.

Wild baboons and monkeys (contents)

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:

1. the Company will not pay more than the amount stated in the Excess and Limits Schedule;
2. the Insured shall be responsible to pay the first amount stated in the Excess and Limits Schedule of each and every claim.

Alcohol and Beverage

Damage caused by escape of beer or other beverages from fixed installations including resultant loss of beer or beverages, provided that the limit of the Company's liability in respect of loss or damage not exceed the amount stated in the Excess and Limits Schedule.

Seasonal Stock Increase

The sum(s) insured for Stock in trade will automatically be increased by the percentage stated in the Excess and Limits Schedule over long weekends and during school holidays (based on official school calendar).

Deliberate Destruction of Stock

The policy is extended to indemnify the insured for the deliberate destruction of stock where such destruction is:

1. Authorised by the Insurer
2. Necessitated by regulatory, health or safety requirements, included, but not limited to:

   – Contamination (biological, chemical or physical).
   – Expiry or spoilage beyond acceptable thresholds due to an insured peril.
   – Product recalls initiated by the mandated authorities.

   But excluding:

   – Losses arising from wilful misconduct, gross negligence, or unauthorised destruction.
   – Destruction for aesthetic, marketing, or non-safety-related reasons.
   – Losses recoverable under any product recall, public liability, or machinery breakdown section of this or any other policy.

Accidental loss of refrigerated stocks

The insurance granted by this Section extends to cover loss or damage to stock (whether specifically insured under column 4 or not) in refrigeration and cooling units at the premises by deterioration or putrefaction caused by:

a. A change in temperature resulting from:

   i. failure of the unit or non-operation (from any inherent cause) of any thermostatic device controlling the plant or failure of the wiring between the starting switch or plug and the driving motor;

   ii. failure of the public supply of electricity and/or gas at the terminal ends of the supply authority's device feeders to the premises;

   iii. the wrongful setting of any thermostatic device, including the accidental switching off of the supply controlling the plant.

b. The action of refrigerant fumes which have escaped from the unit.

c. Defined Events stated in this section of the Policy Wording.

d. Provided that this extension does not cover:

   i. loss or damage caused by a deliberate act by the supply authority or the exercise by any supply authority of its own power to withhold or restrict the supply of electricity and/or gas, including if such deliberate act or exercise by any supply authority is as a direct result of there being a shortage of supply of electricity and/or gas or as a result of the Insured having not paid the said authority;

   ii. consequential loss;

   iii. the first amount payable stated in the Excess and Limits Schedule of each and every loss;

   iv. more than the amount stated in the Excess and Limits Schedule any one event or occurrence.

External signs, blinds, canopies, awnings and outdoor furnishings

The insurance granted by this Section includes loss of or damage to fixed external signs and on glass, blinds, canopies, awnings and outdoor furnishings and furniture designed to be used in the open belonging to the Insured or for which the Insured is responsible up to an amount not exceeding what is stated in the Excess and Limits Schedule any one occurrence and in the annual aggregate unless more specifically insured in the schedule.

Fatal injury

The company will pay the amount stated below in the event of fatal injury to the insured, any manager or employee employed by the insured or any paying guest occurring in or about the building(s) caused by accidental violent external visible means which injury shall solely and independently of any other cause result in death within twelve months of such injury by:

a. fatal injury – death by accident

b. death by thieves or fire

for the amount stated in the Excess and Limits Schedule.

Damage to landscaping and aesthetic features (Emergency services)

The cover granted by this Section will indemnify the Insured in respect of the cost of restoring any damage caused to landscaped gardens, water features and statues for which the Insured are responsible, by the Emergency Services in attending to an emergency following an event caused by an insured peril at the address shown in the schedule up to an amount not exceeding the amount stated in the Excess and Limits Schedule in any one (annual) period of Insurance.

Damage caused by guests

This Section extends to include loss of or damage to buildings and contents as a result of the acts of guests or visitors provided that the limit of indemnity in respect of each and every claim is stated in the Excess and Limits Schedule per event and the insured shall be responsible for the first amount stated in the Excess and Limits Schedule.

Removal of vermin and pests

This Section extends to include costs incurred with the Company's consent for the removal of vermin and or pests, an infestation of which can be proven to be hampering the Insured from conducting their usual business activities, from the insured's fixed structures provided that:

a. vermin and pests does not include any animals or mammals;

b. the sum insured shall not exceed the amount stated in the Excess and Limits Schedule for any one event or series of events in any one (annual) period of insurance;

c. the Insured shall be responsible for the first amount payable stated in the Excess and Limits Schedule.

Removal of bees, wasps and hornets

The company will indemnify the insured up to a maximum amount stated in the Excess and Limits Schedule for costs incurred in the removal of hives of bees or nests of wasps or hornets at the premises stated in the schedule of the policy if those bees, wasps or hornets are a threat to any guest, the insured or staff employed by the insured.

Fire extinguishing charges clause

a. Any costs relating to the extinguishing or fighting of fire, including costs directly related to recharging and/or replacing fire extinguishing appliances and devices shall be deemed to be damage to the insured property and shall be payable in addition to any other payment for which the Company may be liable in terms of this Section provided the Insured is legally liable for such costs and the property insured was in danger from fire.

b. Cover in respect of water bombing activities or any other fire extinguishing methods to prevent spreading of fire.

c. Cover is limited to the amount stated in the Excess and Limits Schedule in a 12 month period.

d. The insured will be responsible for the first amount stated in the Excess and Limits Schedule for each and every loss.

Medical Emergency Treatment costs

The company will pay the costs of the immediate medical treatment costs incurred by the insured, for accidental bodily injury sustained by a permanent employee in the course of their employment.

This extension is subject to a maximum amount stated in the Excess and Limits Schedule.

Cost of reinstating landscaping and aesthetic features

The insurance granted by this Section will indemnify the Insured for the cost of restoring landscaped gardens, water features and statues damaged as a result of perils stated under Defined Events of this Section provided that:

a. the limit of indemnity shall not exceed the sum insured stated in the Excess and Limits Schedule;

b. the Insured shall be responsible for the first amount payable stated in the Excess and Limits Schedule.

The limit of indemnity in respect of each and every claim is stated in the Excess and Limits Schedule per event unless other was insured.

Accidental death of fish stocks

This Section is extended to include the accidental death of trout stock in the Insured's dams and/or fish in the Insured's water features and ponds as a result of pollution or contamination of the water by chemicals or wastes provided that:

a. the maximum amount payable by the Company shall not exceed the amount stated in the Excess and Limits Schedule;

b. the Insured shall be responsible for the first amount payable stated in the Excess and Limits Schedule of each event giving rise to a claim;

c. the Company will not be responsible for any claim where the death of the fish arises as a result of disease, sickness or fluctuations in temperature.

d. the Insured will be responsible for obtaining an independent expert report on the cause of death and submitting same to the Company for consideration.

Stock in transit

The company will indemnify the insured up to a maximum amount stated in the Excess and Limits Schedule for damage to stock or delivery in transit caused by:

a. fire, lightning, explosion, collision or overturning of the vehicle;
b. theft or attempted theft provided that goods in an unattended vehicle were concealed and entry was visible, forcible and violent whilst in transit between the place of delivery, purchase, repair or renovation and the insured's residence.

Glass

The company will pay for accidental breakage of:

a. fixed glass including mirrors.
b. Cover is limited to the amount stated in the Excess and Limits Schedule for any one loss and the insured is responsible for the first amount stated in the Excess and Limits Schedule of any loss.

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

Average extension: Day One Basis (non-adjustable) – applicable to buildings and machinery only

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

1. The Insured having stated in writing the declared value incorporated in each item to which this Extension applies and the premium has been calculated accordingly.

   'Declared Value' shall mean the Insured's assessment of the cost of reinstatement of the property insured arrived at in accordance with the first paragraph of the Reinstatement Value Conditions at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently to the fixing of the Declared Value) together with, in so far as the insurance by the item provides, due allowance for:

   1.1 the additional costs of reinstatement to comply with Public Authority Requirements (as stated herein);
   1.2 architects' and other professional fees (as stated herein);
   1.3 costs of demolition and clearing and erection of hoardings (as stated herein).

2. At the inception of each period of insurance, the Insured shall notify the Company of the declared value of the property by each of the said item(s). In the absence of such declaration, the last amount declared by the Insured shall be taken as the declared value for the ensuing period of insurance.
3. Notwithstanding any General Condition or endorsement to the contrary, the following wording applies to Provision 3 of the Reinstatement Value Conditions:

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

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

   The following special memorandum is added to the Reinstatement Value Conditions:

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

4. In the event of loss, the liability of the Company in respect of property to which this Extension applies shall not exceed the sums insured stated in the Schedule.

5. If this Section of the Policy is subject to a capital additions clause, then such clause is deleted and replaced by the following:

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

Brands and labels

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

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

PROVIDED THAT:

in the event of loss or damage to labels or names, the amount payable will be the cost of labelling and/or reconditioning the property. The Insured shall be responsible for the first amount stated in the Excess and Limits Schedule.

Escalation/Inflation (Year 1 and Year 2)

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

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

Leakage — first loss

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

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."

In respect of this Extension only, Defined Event 6, Provision 2.1 to this Section is deleted.

Rent (if insured under column 2)

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

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

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

Stock declaration conditions

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

1. 1.1 The Insured shall declare to the Company in writing the market value of their stock and materials in trade on the last day of each month/quarter (as stated in the Schedule) and shall make such declaration within 30 (thirty) days thereof, otherwise they shall be deemed to have declared the sum insured on such property as the market value thereof.

   1.2 After each period of insurance, the premium shall be calculated on the average sum insured, namely the total of the values declared or deemed to have been declared, divided by the number of declarations due to have been made. If the resultant premium shall differ from the provisional premium, the difference shall be payable by or to the Insured as the case may be, but the amount payable by the Company shall not exceed 50% (fifty percent) of the provisional premium.
2. Any claim hereunder shall be settled on the basis of the market value immediately before the damage.
3. If, after the occurrence of damage, it is found that the amount of the last declaration is less than the amount that ought to have been declared, then the amount which would have been recoverable by the Insured shall be reduced in such proportion as the amount of the said declaration bears to the amount that ought to have been declared or to the sum insured, whichever is the lesser amount. The provisions of this Condition shall, if applicable, operate cumulatively with the General Condition relating to Average.
4. In consideration of the insurance not being reduced by the amount of any loss, the Insured shall pay additional premium on the amount of the loss from the date thereof to expiry of the period of insurance and such extra premium shall not be taken into account in, and shall be distinct from, the final adjustment premium.
5. The liability of the Company shall not exceed the sum insured stated in the Schedule and premium shall not be receivable on values in excess thereof.
6. The above specific conditions shall apply separately to each item of the specification to which these stock declaration conditions apply.

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 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. The Insured will be responsible for the first amount stated in the Excess and Limits Schedule of each and every

occurrence giving rise to a claim.

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

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.

CONDITIONS (If stated in the schedule to apply)

Kitchen extraction maintenance

Cover provided by this section is strictly subject to any kitchen having an extraction system, that said system has been installed in accordance with SANS 1850: 2003 Code of Practice. It is a further condition that the extraction ducting be professionally cleaned half yearly and the necessary certification of such be retained for record purposes.

Gas Storage and Installation

a. Gas stored inside the buildings may not exceed 38 kilogrammes.
b. It is a requirement that gas must be installed and serviced by an approved service provider.
c. Certificate of compliance from the installer at installation stage and will need to be submitted to the company in the event of a claim should it be requested or required.
d. The Company does not accept any liability of loss or damage or any form of liability arising out of the gas being installed by the insured.
e. Cover provided by this section is strictly subject to any bulk LP gas installation being installed and maintained in accordance with SANS 10087-1 Code of Practice.

Certificate of electrical compliance

Cover provided by the section is strictly subject to the entire electrical installation at the premises complying fully with the appropriate SANS 0142 Code of Practice regulations. Furthermore, it is a condition precedent to liability that the electrical installation be certified as required in terms of The Occupational Health and Safety Act and that the latest Certificate of Compliance be lodged with the company.

Kitchen and cooking closing down procedures

Cover provided by this section is strictly subject to all kitchens and cooking areas being subject to a documented closing down procedure to ensure all appliances are switched off and cooker units isolated including the isolation of any LP Gas at the main isolation valve at the close of each day.

Lightning and surge protection

Cover provided by this section is strictly subject to the installation of power surge protection equipment in accordance with SANS 0142 Code of Practice.

SABS lightning conductors

Cover provided by this section is strictly subject to there being Lightning Conductors installed in accordance with SANS 10313 standards at the premises and that the installations are tested and certified annually.

Thatch roof penetration

Cover provided by this section is strictly subject to any structure, roofed with thatch and having one or more chimneys installed, that these are protected by the installation of spark arrestors (mesh sheet) not less than 700mm from the top of the chimney stack. Furthermore, that there are flues installed in or on the stack and that the flue/s are insulated to prevent the conduction of heat onto the thatch by way of appropriate flashing/membranes.

Thatch Fire Retardant

Cover provided by this section is strictly subject to the roof timber and thatch being treated with Fire Retardant coating in accordance with SANS 10400-T standards by a professional thatcher.

The Fire Retardant coating re-application is subject to compliance with manufacturers requirements.

Thatch Building Compliance

The cover provided by this section is strictly subject to the Thatch Structures being designed, built and serviced in accordance with SANS 10400-L and SANS 10407 (Thatch Roof Construction).

Bush clearance

Cover provided by this section is strictly subject to the clearance and maintenance of all bush, jungle, grass and weeds up to no less than 10 meters (or the nearest boundary) from the buildings or structures insured under the sections detailed. It is required that the overhanging trees and/or the branches and/or foliage of any trees/bush/creepers encroaching on the building/roofing be cut back from the roofing and regularly maintained thereafter. It is noted that this requirement does not apply to cultivated, manicured gardens including trees forming part thereof.

Open fires

Cover provided by this section is strictly subject to the lighting or use of open fires under or within any enclosed and/or roofed structure being done so with the use and/or installation of a properly constructed and professionally installed and functioning chimney or flue. It is a condition that all fires need to be thoroughly doused and extinguished properly after use.

Open pit/braai fires

Cover provided by this section is strictly subject to the open pit or braai being at least 3 metres away from any buildings, plants or trees. The open pit or braai surrounding area must be of non-combustible materials, i.e. sand, brick or concrete. Furthermore, it is a condition precedent to liability that the Fire Danger Index and weather conditions be observed and monitored before any fire is lit and for the duration of the fire. Fire starter liquid cannot be used for ignition and/or duration of fire. The fire needs to be constantly manned and not left unattended and should be doused and extinguished properly after use or if the weather conditions become windy.

Emergency fire response and evacuation plan

Cover provided by this section is strictly subject to there being a dedicated and documented Fire, Emergency and Evacuation management plan being in place at the premises. Furthermore, it is a condition precedent to liability that the Fire management plan incorporates the formulation or promulgation of a dedicated fire response team. The team members are to have received formal and certified training on fire fighting procedures and the use of the fire fighting resources with refresher training at least once per annum. Training drills are to be held at a rate of a minimum of once per quarter and all such training and drills are to be recorded in an appropriate register.

Fire detection alarm

Cover provided by this section is strictly subject to there being a fire detection system, linked to an alarm, installed in the buildings situate at the premises insured under these sections.

Sprinkler/drencher installation

Cover provided by this section is strictly subject to there being a sprinkler and/or roof drencher system installed in accordance with SABS standards, at the premises insured under these sections.

Fire suppression/gas extinguishing systems

Cover provided by this section is strictly subject to the installation of an automatic form, dry power or gaseous extinguishing system being installed in the kitchen extraction system, in accordance with SANS 10287 Code of Practice.

Stock

Cover provided by this section in respect of storm, flood or water damage, is strictly subject to stock and materials in trade being placed on pallets, shelving or other structures a minimum of 100mm off the ground.

BUILDINGS COMBINED

SUB-SECTION A – PROPERTY

DEFINED EVENTS

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

1. fire;
2. lightning and thunderbolt;
3. subterranean fire;
4. explosion;
5. earthquake (whether arising from mining operations or otherwise), volcanic eruption or other convulsion, but excluding loss of or damage to property in the underground workings of any mine;
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 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 exceeding the amount shown in the excess and limit schedule;
        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 minimization of any damage;
        2.4 mildew, damp, rising damp, rust, corrosion or rot;

7. loss of or damage to geysers, water tanks, water apparatus, water pipes, drip trays, pans and water heating systems, following sudden and unforeseen bursting and leaking, the property of the Insured installed in the buildings described in the Schedule;

    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 as a result of faulty material or workmanship, inherent device and latent defects or faulty or defective design;

1.4 recoverable in terms of manufacturer's warranty;

1.5 loss or damage as a result of failure or deliberate withholding of supply of water or electricity or fuel;

2. the Company's liability shall not exceed the amount stated in the Excess and Limits Schedule;
3. the Insured shall be responsible for the first amount stated in the Excess and Limit Schedule 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 condition

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. If the Company can demonstrate the geyser was not installed in accordance to specification the Insured shall be liable for the first amount shown in the Excess and Limits Schedule of each claim in addition to the first amount payable as stated in provision 3 above;

Geyser Repairs

Cover is extended to include repairs to geysers including the replacement of all geyser components subject to the amount stated in the Excess and Limits Schedule any one event. The Insured shall be responsible for the amount stated in the Excess and Limits Schedule;

8. accidental damage to sanitary-ware and fixed glass up to the amount stated in the Excess and Limits Schedule for each and every incident of such damage and the Insured shall be responsible to pay the first amount stated in the Excess and Limits Schedule. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided;
9. theft (or any attempt thereat) accompanied by forcible and violent entry into or exit from such building. If any building insured or containing the insured property becomes unoccupied for 60 (sixty) consecutive days, this item is suspended as regards the property affected unless the Insured before the occurrence of damage obtains the written agreement of the Company to continue this Extension. During the period of the initial unoccupancy of 60 (sixty) consecutive days the Insured shall become a co-insurer with the Company and shall bear a rateable proportion of any damage equal to 20% (twenty percent) of the claim before deduction of any first amount payable;
10. shade nets and canopies:

10.1 the Company will pay for loss or damage to shade nets and canopies in the open at the premises and included in the sum insured caused by hail, wind, snow or storm up to the amount stated in the Excess and Limits Schedule;

PROVIDED THAT:

1. the Condition of average shall apply;
2. the Insured shall be deemed to be Co-Insurer on the basis stated in the Excess and Limits Schedule:

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

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

DEFINITION OF PROPERTY

All the buildings insured and described in the Schedule including all outbuildings thereto (constructed of brick, stone, concrete or metal on metal framework and roofed with slate, tiles, metal, concrete or asbestos unless otherwise stated in the Schedule) and sporting and recreational structures, landlord's fixtures and fittings therein and thereon, walls (except dam walls), gates, posts, fences, and tarred or paved roads, driveways, paths or parking areas.

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

1. Where the business of the Insured is that of a hotel, boarding house, bed-and-breakfast facility or similar occupation:

   Loss of rent as a result of the property insured being so damaged by any of the perils specified 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 buildings, plant and machinery. The basis of calculation shall be the rent payable by the Insured as lessee of the buildings, plant and machinery immediately preceding the damage or if the Insured is not the lessee of the buildings, plant and machinery, the rental equivalent in rental value that they should have received as lessor for leasing all of the buildings, plant and machinery to a single legal entity.

2. Where the business of the Insured is other than as stated in 1. above:

   Loss of rent as a result of the property insured being so damaged by any of the perils specified 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 on the affected property. The basis of calculation shall be the rent payable immediately preceding the damage or its equivalent in rental value.

SUB-SECTION D – LIABILITY DEFINED EVENTS

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

LIMIT OF INDEMNITY

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 the amount stated in the Excess and Limits Schedule.

SPECIFIC EXCEPTIONS

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 Eswatini;

   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

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 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.

CLAUSES AND EXTENSIONS

Architects' and other professional fees

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

PROVIDED THAT:

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

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 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.

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:

the total amount recoverable shall not exceed the sum insured on the property affected. The Company will not pay for any costs or expenses:

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

Costs of removal of fallen trees

The insurance under this section covers costs reasonably and necessarily incurred in removing trees or parts of trees from the dwelling(s) or premises as described in the schedule that have fallen following a Defined event as defined under Column 1 or leaning trees that are in danger of causing damage to insured property;

PROVIDED THAT:

(a) the company's liability will not exceed the amount stated in the Excess and Limits Schedule
(b) such costs will be subject to the company's prior written consent.

Landscaping

The Company will pay up to the amount stated in the Excess and Limits Schedule 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, any deliberate or malicious acts;
4. but excluding theft or attempted theft.

Mortgagee

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

Motors and pumping equipment

The Company will pay, replace or repair for loss of or damage to fixed filtration plant, water-pumping machinery, electronic gate motors, garage door machinery or burglar alarm systems by an insured peril;

PROVIDED THAT:

1. the Company shall not be liable to pay more than the amount stated in the Excess and Limits Schedule;
2. the Insured shall be responsible for the first amount stated in the Excess and Limits Schedule;

3. the Company shall not be liable to compensate for:

   3.1 automatic pool cleaners;
   3.2 loss or damage as a result of wear and tear;
   3.3 wear and tear;
   3.4 gradual deterioration;
   3.5 inherent vice and latent defects;
   3.6 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 shall not exceed the sum insured on the property insured so affected.

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 dispatch and may be carried out wholly or partially upon another site (if the aforesaid regulations so necessitate) subject to the liability of the Company under this clause not being thereby increased;
3. if the liability of the Company under any item of this Section apart from this clause shall be reduced by the application of any of the Terms, Exceptions and Conditions of this Section, then the liability of the Company under this Clause in respect of any such item shall be reduced in like proportion;
4. the total amount recoverable under any item of this Section shall not exceed the sum insured thereby.

Railway and other subrogation

The Insured shall not be prejudiced by signing the 'Transnet Cartage (Hazardous Premises) Indemnity' 1952 or other special agreements with the Transnet Administration regarding private sidings or similar agreements with other government bodies.

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 dispatch, otherwise no payment beyond the amount which would have been payable if these reinstatement value conditions had not been incorporated herein shall be made;
2. until expenditure has been incurred by the Insured in replacing or reinstating the property, the Company shall not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein;
3. if, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the insured property had been damaged exceeds the sum insured thereon at the commencement of any damage to such property by a defined event, then the Insured shall be considered as being their own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of this Section (if more than one) to which these conditions apply shall be separately subject to this Provision;
4. these conditions shall be without force or effect if:

   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.

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 loss or damage and costs and expenses shall not exceed the amount stated in the Excess and Limits Schedule.

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, Zimbabwe, Zambia, 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 20% (twenty 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.

Water leaks/loss of water

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

PROVIDED THAT:

1. the 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 the amount stated in the Excess and Limits Schedule;
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 identifying water leaks on the premises up to the amount stated in the Excess and Limits Schedule;
5. in addition the Company will pay the cost of filling up swimming pools or ponds following maintenance or repairs up to the amount stated in the Excess and Limits Schedule;
6. the Company will not be liable to pay for:
   - 6.1 cost towards remedial action including repairs to affected apparatus/pipes;
   - 6.2 losses as a result of:
     - 6.2.1 leaking taps, geysers, toilet systems, swimming pools or any other water tank;
     - 6.2.2 any deliberate acts of the Insured;
     - 6.2.3 taps or else left open after being used;
     - 6.2.4 any unit left unoccupied for more than 60 (sixty) days consecutively;
7. the Insured shall be responsible for the first amount stated in the Excess and Limits Schedule.

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.

Wild baboons and monkeys (buildings)

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:

1. the Company will not pay more than the amount stated in the Excess and Limits Schedule;
2. the Insured shall be responsible to pay the first amount stated in the Excess and Limits Schedule.

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

Average extension: Day One Basis (non-adjustable) – applicable to buildings only

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

1. The Insured having stated in writing the declared value incorporated in each item to which this Extension applies, and the premium has been calculated accordingly.

   'Declared Value' shall mean the Insured's assessment of the cost of reinstatement of the property insured arrived at in accordance with the first paragraph of the Reinstatement Value Conditions at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently to the fixing of the Declared Value) together with, in so far as the insurance by the item provides, due allowance for:

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

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

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

The following special memorandum is added to the Reinstatement Value Conditions:

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

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

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

Escalation/Inflation (Year 1 and Year 2)

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

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

Prevention of access (extension to Sub-Section C)

If property within a 10km (ten kilometer) 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 25% (twenty five percent) of the sum insured on the affected property 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.

Theft of external fixtures and fittings

1. Defined Event 9 under Sub-section A is extended to include theft of external fixtures and fittings of any insured building(s) at the premises described in the Schedule, accompanied by visible signs of forcible and violent means or visible signs of forcible and violent entry into or exit from such premises or any attempt thereat or as a result of theft, or any attempt thereat, following violence or threat of violence.
2. The insured shall be responsible for the first amount stated in the Excess and Limits Schedule.

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. The Insured will be responsible for the first amount stated in the Excess and Limits Schedule.
4. If required the Insured must give proof that the loss or damage being claimed for was caused by subsidence, landslip or heave.

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.

OFFICE CONTENTS

SUB-SECTION A – CONTENTS

DEFINED EVENTS

Loss of or damage to the whole or part of the contents (as defined in Definition of contents) 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, but excluding loss of or damage to property in the underground workings of any mine;
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 underground workings of any mine;

      6.1.4 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;

      6.1.5 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 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 exceeding the amount stated in the Excess and Limits Schedule;

      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 minimization of any damage;

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

7. accidental damage to sanitary-ware and fixed glass up to the amount stated in the Excess and Limits Schedule;
8. theft;

   PROVIDED THAT:

   8.1 theft was accompanied by visible signs of forcible and violent entry to or exit from the premises or any attempt thereat or as a result of theft (or any attempt thereat) following violence or threat of violence;

   8.2 the Company shall not be liable to pay more than 25% (twenty five percent) of the 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;

   8.3 the Insured shall be liable for the first amount stated in the Excess and Limits Schedule.

DEFINITION OF CONTENTS

1. Contents shall mean:

   1.1 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;

   1.2 landlord's fixtures and fittings, the property of the Insured or for which they are legally responsible;

   1.3 property owned by any partner or director or employee of the Insured up to R10 000 (ten thousand rand) in the case of any one person or R20 000 (twenty thousand rand) in the aggregate any one event;

   1.4 the Company shall not be liable to pay for:

      1.4.1 electronic data and processing equipment of any description;

      1.4.2 computers and all related hardware and peripherals;

      1.4.3 information or data stored in or on any of the equipment defined in 1.4.1 and 1.4.2 or more specifically insurable under the Electronic Equipment Section of the Policy.

2. Loss of or damage to the whole or part of the property insured under Sub-Section C and the consequences thereof insured under Sub-Section D.
3. Loss and/or expenditure described in Sub-Sections B and E.

LIMITATIONS

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

SPECIFIC EXCEPTION

This Sub-Section does not cover:

1. property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Zambia, 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. consequential loss.

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 in Sub-Section A as to be rendered uninhabitable, but only in respect of the period necessary for reinstatement. The indemnity under this Sub-Section shall not exceed 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' shall be deemed to extend to any premises or portion thereof in the vicinity of the office premises, damage to which prevents or limits access to the office premises.

SUB-SECTION C – DOCUMENTS

DEFINED EVENTS

Loss of or damage to documents normally kept at the office premises by any peril not specifically excluded, up to the amount stated in the Excess and Limits Schedule towards labour and reinstatement cost. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

DEFINITION

The term 'documents' shall mean:

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

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

SPECIFIC EXCEPTION

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 his/her 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. The Company will not pay more than the amount stated in the Excess and Limits Schedule. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

SPECIFIC EXCEPTION

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

In respect of Sub-Section D only, General Exception 1 is deleted and replaced by the following:

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

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 therefore admitted by the Company under Sub-Section A or C.

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

SPECIFIC CONDITION

Burglar alarm warranty

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 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 at the end of each period of insurance of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

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, Eswatini, Zimbabwe, Zambia, 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:

the liability of the Company for such loss or damage and costs and expenses shall not exceed in the aggregate the sum expressed in the Schedule to be insured on the property affected.

The Company will not pay for any costs or expenses:

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

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 shall bear a rateable proportion of the loss accordingly.

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, Eswatini, Zimbabwe, Zambia, 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 20% (twenty 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 loss or damage and costs and expenses shall not exceed the amount stated in the Excess and Limits Schedule.

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 and 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 (contents)

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:

1. the Company will not pay more than the amount stated in the Excess and Limits Schedule;
2. the Insured shall be responsible to pay the first amount shown in the Excess and Limits Schedule.

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

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."

In respect of this Extension only, Provision 2.1 of Defined Event 6 under Sub-section A is deleted.

Theft (non-forcible)

Defined Event 8 under Sub-section A is deleted and replaced by:

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

1. the Company shall not be liable to pay more than 25% (twenty five percent) of the sum insured;
2. the Insured shall be liable for the first amount stated in the Excess and Limits Schedule;
3. the provision for Average shall not apply to this Optional 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.

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 Fire Section of this Policy;
2. the Buildings Combined Section of this Policy;
3. the Office Contents Section of this Policy;
4. any other material damage insurance covering the interest of the Insured;

but only in respect of perils insured under the Fire Section hereof and the additional perils stated in the Schedule to be included (hereinafter termed damage).

Liability shall be deemed to have been admitted if such payment is precluded solely because the Insured is required to bear the first portion of the loss. The Company will indemnify the Insured in accordance with the provisions of the specification hereinafter set out.

SPECIFIC CONDITIONS

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

Item 1 Gross profit (difference basis)

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

1. reduction in turnover; and
2. increase in cost of working;
3. purchase of stock;

and the amount payable as indemnity hereunder shall be:

1. in respect of reduction in turnover

the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall, in consequence of the damage, fall short of the standard turnover;

2. in respect of increase in cost of working

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which, but for that expenditure, would have taken place during the indemnity period in consequence of the damage, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided;

less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of gross profit as may cease or be reduced in consequence of the damage, provided that the amount payable shall be proportionately reduced if the sum insured in respect of gross profit is less than the sum produced by applying the rate of gross profit to the annual turnover where the maximum indemnity period is 12 (twelve) months or less, or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 (twelve) months.

Item 1 Gross profit (additions basis)

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

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

and the amount payable as indemnity hereunder shall be:

1. in respect of reduction in turnover

the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall, in consequence of the Damage, fall short of the standard turnover;

2. in respect of increase in cost of working

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which, but for that expenditure, would have taken place during the indemnity period in consequence of the damage, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided;

less any sum saved during the indemnity period in respect of such of the insured standing charges as may cease or be reduced in consequence of the damage, provided that the amount payable shall be proportionately reduced if the sum insured in respect of gross profit is less than the sum produced by applying the rate of gross profit to the annual turnover where the maximum indemnity period is 12 (twelve) months or less, or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 (twelve) months.

Memorandum

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

Item 2 Gross rentals

The insurance under this item is limited to:

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

and the amount payable as indemnity hereunder shall be:

1. in respect of loss of gross rentals

the amount by which the gross rentals during the indemnity period shall in consequence of the Damage 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 shall be proportionately reduced if the sum insured in respect of gross rentals is less than the annual gross rentals where the maximum indemnity period is 12 (twelve) months or less, or the appropriate multiple of the annual gross rentals where the maximum indemnity period exceeds 12 (twelve) months.

Item 3 Revenue

The insurance under this item is limited to:

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

and the amount payable as indemnity hereunder shall be:

1. in respect of loss of revenue

the amount by which the revenue during the indemnity period shall, in consequence of the damage, fall short of the standard revenue;

2. in respect of increase in cost of working

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

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

Item 4 Additional increase in cost of working

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

Item 5 Wages (Number of weeks basis)

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

The amount payable as indemnity under this item will be the actual amount which the Insured shall pay as wages for such period to employees whose services cannot, in consequence of the damage, be utilized by the Insured at all and an equitable part of the wages paid for such period to employees whose services cannot, in consequence of the damage, be utilized by the Insured to the full;

PROVIDED THAT:

if the sum insured by this item is less than the aggregate amount of the wages that would have been paid during the specified number of weeks immediately following the damage had the damage not occurred, the amount payable will be proportionately reduced.

Item 6 Fines and penalties for breach of contract

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

DEFINITIONS

Indemnity period	The period beginning with the commencement of the Damage and ending not later than the number of months thereafter stated in the Schedule during which the results of the business shall be affected in consequence of the damage.
Turnover	The money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the business at the premises.

Revenue	The money paid or payable to the Insured for goods sold and for services rendered in the course of the business at the premises.
Gross rentals	The money paid or payable to the Insured by tenants in respect of rental of the premises and for services rendered.
Gross profit – difference basis	The amount by which: 1. the sum of the turnover and the amount of the closing stock shall exceed; 2. the sum of the amount of the opening stock and the amount of the uninsured costs. The amount of the opening and closing stocks shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.
Gross profit – additions basis	The sum produced by adding to the net profit the amount of the insured standing charges or, if there is no net profit, the amount of the insured standing charges less such proportion of any net trading loss as the amount of the insured standing charges bears to all the standing charges of the business.
Uninsured costs	As specified in the Schedule (the words and expressions used shall have the meaning usually attached to them in the books and accounts of the Insured).
Net profit	The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the business of the Insured at the premises after due provision has been made for all standing and other charges including depreciation, but before the deduction of any taxation chargeable on profits.
Insured standing charges	As specified in the Schedule (the words and expressions used shall have the meaning usually given to them in the books of account of the Insured).

Memorandum applicable to all definitions:

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

<table>
<tr><td>Standard turnover, standard revenue and/or standard gross rentals

The turnover (revenue) (gross rentals) during that period in the twelve months immediately before the date of the damage which corresponds with the indemnity period</td><td rowspan="3">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.</td></tr>
<tr><td>Annual turnover, annual revenue and/or annual gross rentals

The turnover (revenue) (gross rentals) during the twelve months immediately before the date of the damage</td></tr>
<tr><td>Rate of gross profit

The rate of gross profit earned on the turnover during the financial year immediately before the date of the Damage</td></tr>
</table>

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

Accumulated stocks

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

Departmental

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

Deposit premium

In consideration of the premium by items 1 (gross profit), 2 (gross rentals) or 3 (revenue) 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 profit/gross rentals/revenue 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.

Output (alternative basis)

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

PROVIDED THAT:

1. only the meaning of output or the meaning of turnover shall be operative in connection with any one event resulting in interruption;
2. if the meaning of output be used:

    2.1 the accumulated stocks clause shall be inoperative;

    2.2 the memo at the end of the definitions shall read as follows:

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

Salvage sale

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

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

Additional premises

In the event of the Insured occupying or having property at any newly added premises for the purpose of the business during the currency of this Section, such newly added premises shall be deemed to be included subject to notification to the Company within 30 (thirty) days from the date of first occupancy of the additional premises, subject to the maximum limit of indemnity as specified in the Schedule under either Gross Profit/Gross Rental/Revenue.

Extensions to other premises – confined to the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Zambia, Malawi and Mozambique

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

1. Contract sites

Any situation not in the occupation of the Insured where the Insured is carrying out a contract.

2. Storage, transit and vehicle

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

3. Prevention of access

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

PROVIDED THAT:

the Company will not be liable to pay more than 75% (seventy five percent) of the gross profit, gross rentals or revenue sum insured for each and every event or R20 000 000 (twenty million rand), whichever is the lesser.

Air-conditioning, ventilation and extraction failure

Loss as insured by this Section resulting from interruption of the business as a result of the failure of any ventilation or extraction system which controls the cooling, heating or extraction requirements of the premises stated in the schedule.

Should such interruption arise from mechanical or electrical or electronic breakdown, there shall be no liability under this extension for the first 24 hour following such interruption or interference.

Notwithstanding the indemnity period reflected in the schedule, the indemnity period in respect of this extension shall not exceed the amount stated in the Excess and Limits Schedule.

Franchise fees clause

Subject to the underlying terms, conditions and definitions contained under items 1: Gross Profit (Difference and Additions basis) it is specifically noted that:

a. any usual franchise fees calculated on a flat or fixed amount and which notwithstanding the interruption of or interference with the business, remain payable by the Insured to the franchisor, will be deemed to be included as standing charges for the purposes of calculating the gross profit and for the application of the gross profit;

b. any usual franchise fees calculated on a percentage of turnover, gross profit or net profit and which, notwithstanding the interruption of or interference with the business, remain payable by the Insured to the franchisor, will be deemed to be included as standing charges for the purposes of calculating the gross profit and for the application of the rate of gross profit.

Surrounding property/Loss of key tenant

Loss as insured by the Policy resulting from interruption of the Business in consequence of damage to property forming part of, or contained within, the complex of which the premises forms a part and which results in a cessation or diminution of trade due to temporary falling away of potential custom whether the premises or property of the Insured contained therein shall be damaged or not.

Notwithstanding the indemnity period reflected in the schedule, the indemnity period in respect of this extension shall not exceed the amount stated in the Excess and Limits Schedule.

Generator failure extension

Loss as insured by this Section resulting from interruption of the business as a result of the failure of the auxiliary power plant to operate in the event of the failure of the main electricity supply grid from which the Insured normally receive their power provided that the failure of the auxiliary power plant is not as a result of:

a. lack of maintenance
b. normal wear and tear
c. a shortage of or the incorrect supply of fuel
d. a flat battery or battery failure at the initial time of starting the equipment
e. failure on the insured's part to conduct weekly testing

Notwithstanding the indemnity period reflected in the schedule, the indemnity period in respect of this extension shall not exceed the amount stated in the Excess and Limits Schedule.

Other events

(Note – all covers (i to vi) below are limited to a 3-month indemnity period or a maximum amount as stated in the Excess and Limits Schedule)

Loss directly caused by interruption of, or interference with the business in consequence of and resulting in a reduction of the Insured's turnover:

i. violent crime, murder or suicide occurring at the premises stated in the schedule
ii. food or drink poisoning at the premises or attributable to food or drink supplied from the premises stated in the schedule
iii. closure of the premises stated in the schedule due to defective sanitation, vermin or pests on the order of the competent local authority
iv. the Insured or any of the Insured's directors, partners or employees being summonsed to appear in court as a witness
v. bomb threat within 1km of the premises
vi. shark attack or attack by wild game including hippopotamus, rhinoceros, lion, leopard, cheetah, crocodile, buffalo, elephant, baboons and monkeys within a radius of 1 kilometres of the premises stated in the schedule.

Marketing Campaign Cover

Subject to the terms, conditions, and exclusions of the Business Interruption section of this policy, the Insurer agrees to indemnify the Insured for reasonable and necessary marketing and promotional expenses incurred to re-establish the businesses trading position following a closure due to an insured event.

This extension applies only when:

1. The business has suffered a temporary closure due to a valid insured event under the Material Damage or Business Interruption sections of this policy.
2. The closure has resulted in a measurable loss of income.
3. The business has reopened and commenced trading.

The Insurer will cover:

1. Marketing and Advertising Costs: Expenses for campaigns including digital, print, radio, or television advertising aimed at informing customers of the reopening and restoring foot traffic.
2. Public Relations Services: Fees for PR consultants or agencies engaged to manage reputation and customer communication.
3. Social Media Management: Costs for outsourced or in-house social media efforts directly related to the reopening campaign.

Limit of Indemnity:

The maximum amount payable under this extension shall not exceed the amount stated in the Excess and Limits Schedule.

Indemnity Period:

Coverage under this extension shall apply for a period not exceeding 30 days from the date of reopening, unless otherwise agreed.

Conditions:

All expenses must be directly related to the reopening and recovery of business operations.

Documentation of actual expenditure and campaign performance may be required.

Exclusions:

This extension does not cover:

1. Costs incurred prior to the insured event or during the closure period.
2. Marketing expenses unrelated to the reopening or recovery of the business.
3. Fines, penalties, or legal costs.

Cancellation of bookings/Special Events

The cover under this extension is limited to loss of the value of deposits received, for the reservation (booking) of events, in consequence of returning the deposits following curtailment of such bookings due to a cause listed below: provided that such deposits cannot be recovered from any other source by or on behalf of the person(s) cancelling or curtailing:

(a) accidental injury, illness or death of:

  (i) the person for whom the event was booked (the guest) or any person with whom he/she has arranged to travel;
  (ii) a close relative, fiancé or close business colleague of the guest;

(b) pregnancy of the guest's spouse;
(c) compulsory quarantine or jury in a court of law applying to the guest or any person with whom he/she has arranged to travel;
(d) the property of the guest being burgled or damaged by fire, water or the elements, necessitating his/her return home;
(e) any official requirement for the guest to attend emergency duty in military, medical or public service;

Specific exclusions to this item:

(a) we shall not be liable for claims where at the time that the booking was made:

  (i) the guest was aware of any pre-existing medical condition or set of circumstances, which could reasonably be expected to give rise to the booking being cancelled or curtailed;
  (ii) any person whose condition gives rise to a claim was receiving, on a waiting list for or had knowledge of the need for in-patient treatment at a hospital or nursing home;
  (iii) any person whose condition gives rise to a claim who was travelling against the advice of a medical practitioner or for the purpose of obtaining medical treatment abroad;

(iv) any person whose condition gives rise to a claim was, during the 12 months prior, suffering from any chronic and/or recurring illness of a serious nature which had necessitated consultation or treatment unless declared to and accepted by us.

(b) we shall not be liable for claims directly or indirectly arising from winter sport, mountaineering, underwater activities requiring the use of artificial breathing apparatus, pot-holing or any other underground activities, riding or driving in any kind of race, wilful exposure to risk (other than an attempt to save human life), manual work in connection with a profession, business or trade, flying (except whilst travelling as a passenger in a fully licensed passenger carrying aircraft), or Government imposed quarantine following a pandemic, providing always that this exclusion shall apply only to the guest or any person with whom he/she has arranged to travel.

Bilking

The insurance under this item is limited to the amount stated in the Excess and Limits Schedule for accounts which are not settled in full prior to their departure from the insured premises.

Cover extends to include the use of fraudulent credit cards or accounts which have been fraudulently settled, excluding the value of a lost reservation or any other form of consequential loss and only if discovered within 48 hours of the transaction being processed.

Loss of liquor license

Definition:

License means the license granted for the retail sale of excisable liquors at the insured premises and for the purposes of this extension the terms “you” and “your” includes the license holder.

The cover

In the event of the license being:

(a) forfeited under the provisions of the legislation governing such licenses or refused renewal by the appropriate licensing authority after due application for such renewal during the period of insurance from causes beyond your control, we will pay or make good to you all loss in respect of:

(i) the depreciation in value of your interest in the insured premises and/or your business;

(ii) the cost and expenses incurred by you with our written consent in connection with any appeal against the forfeiture of or refusal to renew the license;

(iii) the reduction in income as a direct result of such forfeiture.

Exclusions

We shall not be liable if:

(a) you are entitled to obtain the payment of compensation under the provisions of any Act of Parliament in respect of the refusal to renew the license;

(b) the forfeiture of or refusal to renew the license arises directly or indirectly from any scheme of;

(c) the forfeiture of or refusal to renew the license be occasioned wholly or partly by or through the misconduct or procurement or connivance or neglect or omission by you or your omission to take any steps necessary for keeping the license in force. No claim shall arise under this extension unless you or any other claimant hereunder shall prove to our reasonable satisfaction that such matter was beyond your or their power of control.

Special conditions

(a) You shall give us notice in writing immediately you become aware of any:

(i) complaint against the control of the insured premises;

(ii) proceedings against or conviction of you, the license holder or your manager, for any breach of the licensing laws or any other matter whereby the character or reputation of the person concerned is affected with respect to his/her honesty, moral standing or sobriety;

(iii) change in the management of the insured premises;

(iv) transfer or proposed transfer of the license;

(v) alteration in the purpose for which the insured premises are used;

(vi) objection to renewal or other circumstances which may endanger the license or renewal thereof. Subject to such notice you shall be deemed to have reaffirmed at the date of each renewal of this section the statements made in the proposal and/or any other information upon which this insurance is based.

(b) In the event of forfeiture or refusal of renewal of the license you shall notify us immediately after the order by the authorities and shall state so far as you are able the grounds upon which such order has been made.

(c) In the event of death, bankruptcy, incapacity, desertion of the insured premises or conviction for any offence where such conviction affects the character or reputation of the convicted person with respect to his honesty, moral standing or sobriety, you shall, where practicable and at our request procure a suitable person to replace him and one to whom the justice will transfer the license or grant the license by way of renewal.

(d) notwithstanding the indemnity period reflected in the schedule, the indemnity period in respect of this extension shall not exceed the amount stated in the Excess and Limits Schedule.

Emergency Evacuation

The Defined Events referred to in the schedule are amended to include loss following interruption of or interference with the business during the period of insurance in consequence of use of or access to the premises being prevented by fire, flood and/or bomb-scare provided that:

a. such use of, or access to, the premises is prevented on the order of the South African Police Services or other competent local authority

b. the maximum amount payable by the Company will not exceed the amount stated in the Excess and Limits Schedule

c. the insured shall be responsible for the first amount stated in the Excess and Limits Schedule in respect of this extension.

Evacuation costs

The insurance under this item is limited to the costs of evacuating the guests at the premises in consequence of use of or access to the premises being prevented by fire, flood and/or bomb-scare provided that:

a. such use of, or access to, the premises is prevented on the order of the South African Police Service or other competent local authority

b. the maximum amount payable by the Company will not exceed the amount stated in the Excess and Limits Schedule

c. the insured shall be responsible for the first amount stated in the Excess and Limits Schedule in respect of this extension.

Hospitalisation of key member

Loss following interruption of or interference with the business or resulting in day to day operational disruption directly resulting from the hospitalisation and recuperation period as a result of illness of a “key” member of the business. The company will not be responsible for the first seven days of such loss but where the period of hospitalisation and recuperation exceeds seven days the company shall be liable for the full period but in every case limited to 14 (fourteen) days from date of first hospitalisation.

The company shall not be liable for the first 24 hours in the event of each and every claim under this extension.

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

Accidental damage

The following Defined Event is added:

Loss following interruption or interference with the business in consequence of damage occurring during the period of insurance at the premises in respect of which payment has been made or liability admitted under Defined Event 1. of the Accidental Damage Section of this Policy (hereinafter termed 'damage');

PROVIDED THAT:

1. the provision under any item of this Section that the payment will be reduced proportionately if the amount insured by the item is not adequate, is deleted in respect of this defined event;
2. the Company shall not pay more than the sum insured stated in the Schedule of the Accidental Damage Section for both this Section and the Accidental Damage Section combined.

Theft by forcible entry

The following Defined Event is added:

Theft accompanied by forcible and violent entry into or exit from the premises in respect of which payment has been made or liability admitted under the Theft Section of this Policy or any attempt thereat or as a result of theft (or any attempt thereat) following violence or threat of violence;

PROVIDED THAT:

1. the Company will not be liable under this Extension for theft or attempted theft by any principal, partner, director or employee of the Insured;
2. the Company shall not pay more than the sum insured stated in the Schedule for the Theft Section for both this Section and the Theft Section combined.

Extensions to other premises – confined to the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Zambia, Malawi and Mozambique.

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

1. Specified suppliers/sub-contractors

The premises of the direct suppliers and sub-contractors specified in the Schedule subject to stated limits; PROVIDED THAT:

the Company shall not be liable to pay more than 25% (twenty five percent) of the gross profit amount towards any specified supplier/sub-contractor unless stated otherwise in the Schedule for each and every claim.

2. Specified customers

The premises of the direct customers specified in the Schedule subject to stated limits; PROVIDED THAT:

the Company shall not be liable to pay more than 25% (twenty five percent) of the gross profit amount towards any specified customer unless stated otherwise in the Schedule for each and every claim.

3. Unspecified suppliers

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

PROVIDED THAT:

the Company shall not be liable to pay more than 10% (ten percent) of the gross profit amount towards any unspecified supplier unless stated otherwise in the Schedule for each and every claim.

4. Prevention of access – extended cover

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

PROVIDED THAT:

the Company will not be liable to pay more than 75% (seventy five percent) of the gross profit, gross rentals or revenue sum insured for each and every event or R20 000 000 (twenty million rand), whichever is the lesser.

5. 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 will not be liable to pay more than 75% (seventy five percent) of the gross profit, gross rentals or revenue sum insured for each and every event or R20 000 000 (twenty million rand), whichever is the lesser.

6. Public telecommunications – insured perils only

6.1 property at the premises of any public authority which is empowered by law to supply a telecommunications facility to the Insured;

6.2 the transmission facilities network for the public authority mentioned in 6.1;

PROVIDED THAT:

the Company will not be liable to pay more than 75% (seventy five percent) of the gross profit, gross rentals or revenue sum insured for each and every event or R20 000 000 (twenty million rand), whichever is the lesser.

7. Specified tourist attraction

Loss as insured by this Section of the tourist attraction specified in the schedule resulting in interruption of the business due to or damage to the tourist attraction stated in the schedule, within a 25km radius of the insured premises.

Notwithstanding the indemnity period reflected in the schedule, the indemnity period in respect of this extension shall not exceed 3 months or a maximum R250 000.

8. Loss of aesthetic attraction

We will cover you for loss following interruption of your business due to the prevention of access or damage to the aesthetic attraction specified in the schedule. The indemnity period in respect of this optional cover shall not exceed 3 months.

ACCOUNTS RECEIVABLE

DEFINED EVENTS

Loss or damage as a result of accident or misfortune (hereinafter termed damage) to the Insured's books of account or other business books or records at the premises or at the residence of any director, partner or employee or the premises of any accountant of the Insured, in consequence whereof the Insured is unable to trace or establish the outstanding debit balances in whole or part due to the Insured;

PROVIDED THAT:

the liability of the Company shall not exceed the sum insured stated in the Schedule and that the basis of indemnity will be as set out in the specification which forms part of this Section.

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

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

SPECIFIC EXCEPTIONS

The Company will not pay for:

1. loss resulting from loss or damage to the books of account or other business books or records caused by:
   - 1.1 wear and tear or gradual deterioration or moths or vermin;
   - 1.2 detention, seizure or confiscation by any lawfully constituted authority;
   - 1.3 electrical or electronic or magnetic injury, disturbances or erasure unless the Insured maintains the duplicate records referred to in the Duplicate Records Clause of this Section, in which case the Insured will be responsible for the first R500 (five hundred rand) of each and every loss;
2. loss caused by fraud or dishonesty of any principal, director, partner or employee of the Insured.

SPECIFICATION

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

1. the difference between:
   - 1.1 the outstanding debit balances; and
   - 1.2 the total of the amounts received or traced in respect thereof; plus
2. the additional expenditure incurred in tracing and establishing customers' debit balances after the damage;

PROVIDED THAT:

if the sum insured under this item is less than the outstanding debit balances, the amount payable shall be proportionately reduced.

DEFINITIONS

Outstanding debit balances

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

1. bad debts;
2. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the damage) to customers' accounts in the period between the date to which said last statement relates and the date of the damage; and
3. any abnormal conditions of trade which had or could have had a material effect on the business;

so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the damage had the damage not occurred.

CLAUSES AND EXTENSIONS

Adjustment

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

On the expiry of each period of insurance, the actual premium shall be calculated at the rate per cent per annum on the average amount insured, i.e. the total of the sums declared divided by the number of declarations. If the actual premium is greater than the provisional premium, the Insured shall pay the difference. If it is less, the difference shall be repaid to the Insured, but such repayment shall not exceed 33.3% (thirty three and one third percent) of the provisional premium paid.

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

Accountants

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

Declarations

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

Duplicate records

Whether in electronic format or otherwise, the Insured shall maintain duplicate records of their books of account or other business books or records containing details of outstanding balances and such duplicates shall be stored at different premises from the original documents.

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

Protections

Whether in electronic format or otherwise, the Insured's books of account, or other business books or records containing details of outstanding balance, must be kept in a fire-resistant safe, cabinet or strong-room outside business hours unless they are being worked on or are required for immediate reference.

Transit

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

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.

MONEY

SUB-SECTION A

DEFINED EVENTS

Loss of or damage to money (as defined) occurring in the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Zambia, 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.

DEFINITIONS

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, strong-room, strongbox, till, cash register, cash box or other receptacle for money or any franking machine
Clothing	Clothing and personal effects not otherwise insured belonging to the Insured or to any principal, partner, director or employee of the Insured

CLAUSES AND EXTENSIONS

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 the Insured's 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 the amount stated in the Excess and Limits Schedule.

Receptacles and clothing

In addition to any payment in respect of a defined event, the Company will indemnify the Insured in respect of receptacles and clothing (as defined) lost or damaged as a result of theft of money or attempted theft of money;

PROVIDED THAT:

the Company's liability under this Extension shall not exceed the amount stated in the Excess and Limits Schedule. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

Seasonal increase

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

PROVIDED THAT:

1. the Company shall not be liable to pay more than the amount stated in the Excess and Limits Schedule. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided;
2. the Insured shall be responsible for the first amount payable as stated in the Excess and Limits Schedule.

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.

Theft of Collected Staff Tips

Subject to the terms, conditions and exclusions of this policy, cover is extended to include loss of collected staff tips resulting from theft, robbery or any other insured peril under this section, up to the amount stated in the Excess and Limits Schedule.

Exclusions:

Tips held off premises

Losses resulting from employee dishonesty.

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 or employee of the Insured (hereinafter referred to as such person) while such person is acting in the course of his duties in the Insured's employ.

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

• death	as stated in the Excess and Limits Schedule
• permanent disability	as stated in the Excess and Limits Schedule
• medical expenses	as stated in the Excess and Limits Schedule
• 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	as stated in the Excess and Limits Schedule

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 and General Conditions 1 and 9 do not apply to this benefit.

5. In respect of this Extension only General Exception 1 is deleted and replaced by the following:

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

EXTENSIONS

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 his death;

   PROVIDED THAT:

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

SPECIFIC EXCEPTIONS (applicable to Sub-Section A)

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

1. arising from dishonesty of any principal, partner, director or person(s) in the employ of the Insured not discovered within 14 (fourteen) working days of the occurrence thereof;
2. arising from losses or shortages due to error or omission;
3. arising from the use of keys to any safe or strong-room unless the keys:

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

   3.2 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 strong-room;

4. in an unlocked safe or strong-room whilst the portion of the premises containing such safe or strong-room 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 strong-room deliberately left it unlocked with the intention of allowing the money to be stolen;
5. not contained in a locked safe or strong-room 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 strong-room with the intention of allowing it to be stolen;
6. in any vehicle being used by the Insured unless a principal, partner, director or employee of the Insured is actually in such a vehicle or, if not in such vehicle, is within 5 m (five meters) of it in a position from which the vehicle is clearly visible. This Exception shall not apply following an accident involving such vehicle rendering the said person incapacitated;
7. caused by incorrect Electronic fund transfers by or to the Insured;
8. caused by cyber crime;
9. in the form of cryptocurrency (a digital currency in which encryption techniques are used to regulate the generation of units of currency and verify the transfer of funds, operating independently of a central bank).

Specific Exceptions 3, 4, 5 and 6 will be covered up to the limits shown in the Policy Schedule, and such losses shall not be reduced by any first amount payable.

MEMORANDA (applicable to Sub-Section A)

1. Loss of or damage to money as insured under this Section arising from dishonesty of any principal, partner, director or person in the employ of the Insured shall be subject to a compulsory First Amount Payable of R5 000 (five thousand rand) or any other amount stated in the Schedule, whichever is the greater.

2. The Company shall not be liable under this Section of the policy in respect of loss or damage arising from any event in respect of which a claim is payable, or would be payable but for any first amount payable or co-insured clause under the fidelity section of the Policy or any other fidelity insurance.

OPTIONAL EXTENSION (applicable to Sub-Section A – if stated in the Schedule to be included)

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.

SPECIAL CONDITION (applicable to Sub-Section A)

Money in transit warranty

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, R25 000 (twenty-five thousand rand) is carried and under the control of at least one permanent employee of the Insured;
4. money valued between, and including, R25 001 (twenty-five thousand and one rand) and R50 000 (fifty thousand rand) is carried and under the control of at least two permanent employees of the insured and split equally between them;
5. money in excess of R50 000 (fifty 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.

The insured shall be responsible for the first 15% (fifteen percent) of each claim with a minimum of R1 000 (one thousand rand) or the amount stated in the schedule.

FIDELITY GUARANTEE

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;
2. direct financial loss sustained by the Insured as a result of fraud or dishonesty of an insured employee which results in dishonest personal financial gain for the employee concerned;
3. loss sustained by the Insured directly caused by Theft by Computer Fraud;

PROVIDED THAT:

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 concerned in a loss; or
      1.2.3 the employment of the insured employee of the last of the insured employee 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 or Third Party or any number of 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.

DEFINITIONS

Employee	1. any person while employed under a contract of service with or apprenticeship to the Insured; 2. any person while hired or seconded from any other party into the service of the Insured whom the Insured has the right at all times to govern, control and direct in the performance of his work in the course of the business of the Insured; 3. students, volunteers or persons employed on youth training or work experience schemes; 4. any member of the board of trustees of any pension fund, provident fund or benefit fund as defined in the Income Tax Act 1962 established by the Insured for the benefit of employees referred to in 1.

Defined Event 3 – Loss	actual loss of money or monetary funds or negotiable instruments or corporeal tangible property belonging to the Insured or for which the Insured is legally responsible; PROVIDED THAT: loss does not include a loss arising from the avoidance, breach, cancellation or other termination of a contract, the non-payment or other non-performance by a debtor, the adverse consequence of a business or trade risk or venture or other speculative enterprise or investment or the provision or receipt or any suretyship or other security.
Theft	dishonest appropriation of money, monetary funds or property with the intention to steal.
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.

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 Policy;

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

   1.2 any consequential losses of any kind following losses referred to under defined events.

2. This Section does not cover any company or other legal entity acquired during the period of insurance.

3. The Company shall only be liable to the extent of the participation/shareholding of any uninvolved partners/principals/directors or members for an insured event in which any partner/principal/director or member of the Insured is or has been directly involved.

   This Specific Exception only applies to:

   3.1 partnerships;

   3.2 private companies;

   3.3 close corporations; or

   3.4 trusts.

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 his/her 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 his duties and position;

   1.3 in respect of any employee who is described in the Schedule only by the position held by him, remove such employee and place in his 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 shall sustain 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 his/her co-insurance in terms of the Compulsory First Amount Payable clause and/or Schedule.

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

Extended cover for past employees

Any person who ceases to be an employee shall, for the purpose of this Section, be considered as being an employee for a period of 30 (thirty) days after he in fact ceased to be an employee.

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.

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

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.

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 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 concerned or within 12 (twelve) months of the expiry of this Section;
3. the amount payable under this Extension shall not exceed the amount insured by this Section or the amount insured by the superseded insurance whichever is the lesser;
4. in the event of the defined events involving one employee or any number of employees occurring during both the currency of this Section and that of the superseded policy, the maximum amount payable shall not exceed the amount insured by this Section at the time of discovery of the defined events;
5. this Extension will not apply to defined events which occurred more than the number of years stated in the Schedule before inception of this Section;
6. the 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.

Reduction/reinstatement of sum insured

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

PROVIDED THAT:

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

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

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

Costs of recovery

If the Insured shall sustain 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 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 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.

Computer losses

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

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.

Extension granted on receipt of a satisfactory systems audit in respect of losses discovered more than 24 (twenty four) months after being committed

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.

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, 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 his/her own fraud or dishonesty or that of others with whom he/she is 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 and 2 and General Condition 9 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 AMOUNTS PAYABLE

1. Compulsory first amount payable

The amount payable under this Section in respect of a defined event involving one employee or any number of employees 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 or R60 000 (sixty thousand rand) whichever is the lesser; plus

1.2 a further amount of 10% (ten percent) of the net amount payable after deduction of the amount specified in 1.1 above.

The Insured shall be responsible for both amounts and remain uninsured.

2. Computer losses first amount payable

The first amount payable specified in either of the first amount payable clauses in this Section is automatically increased by 100% (one hundred percent) 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 amounts contained in the first amount payable clause are increased as follows:

3.2.1 If losses are discovered more than 12 (twelve) months after being committed but not more than 24 (twenty four) months thereafter, the first amount payable is increased by 100% (one hundred percent);

3.2.2 If the policy has been extended to cover that part of losses discovered more than 24 (twenty four) months after being committed but not more than 36 (thirty six) months thereafter, the first amount payable is increased by 150% (one hundred and fifty percent).

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.

ELECTRONIC EQUIPMENT

SUB-SECTION A – MATERIAL DAMAGE

DEFINED EVENTS

1. **Physical loss or damage:**

to the property insured, described in the Schedule, from any cause not hereinafter excluded whilst:

1.1 at work or at rest anywhere within the insured premises as specified;

1.2 in transit including loading and unloading or whilst temporarily stored at any premises en route;

1.3 temporarily removed from the insured premises to any other location.

2. **Losses as a result of lightning and power surge:**

2.1 to property described in the Schedule;

PROVIDED THAT:

the 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;

2.2 the Insured shall be responsible to pay the first amount stated in the Excess and Limits Schedule if not complied with 2.1 above.

3. **Losses as a result of remote blocking:**

3.1 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:

1. cover shall only apply to property that is separately and individually specified in the Schedule;
2. the Insured shall be responsible to pay the first amount payable as stated in the Schedule.

3.2 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 lesser of the sum insured shown on the Schedule or R25 000 (twenty five thousand rand) in respect of any one event;
4. the Insured shall be responsible for an additional first amount stated in the Excess and Limits Schedule.

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 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 shall 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 forcible and violent entry to or exit from the 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 accompanied by visible signs of forcible and violent entry to the transporting vehicle 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 unattended vehicle:

if such loss took place from an unattended vehicle;

PROVIDED THAT:

1. the property is concealed in a completely closed and securely locked vehicle; or
2. the vehicle itself was housed in a securely locked building; and
3. entry to or exit from such locked vehicle or building is accompanied by visible signs of forcible and violent entry or exit.

BASIS OF INDEMNITY

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 minimize 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 shall not be liable for an amount greater than the value for such part or parts which are lost or damaged allowed for within the sum insured.

2. Total loss

2.1 In cases where the new property insured is totally lost or destroyed, the basis of indemnification shall be the cost of replacing or reinstating, on the same site, new property of equal performance and/or capacity or, if this is not possible, its replacement by new property having the nearest equivalent performance and/or capacity to the property lost or damaged;

PROVIDED THAT:

1. the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured, subject to the liability of the 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 shall not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein;
3. these Conditions shall be without force or effect if:

   3.1 the Insured fails to intimate to the 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.

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 shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly. Each item of this Section (if more than one) to which these Conditions apply shall be separately subject to this Provision.

LIMIT OF LIABILITY

The amount of liability shall not exceed, in respect of any of the items specified in the Schedule, the sums insured set against such items and, in addition thereto, the following:

1. Architects' and other professional fees

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.

2. Clearance costs

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.

3. Express delivery and overtime

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.

CLAUSES AND EXTENSIONS (applicable to Sub-Section A)

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.

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 the amount stated in the Excess and Limits Schedule;
2. the Insured shall be responsible for the first amount stated in the Excess and Limits Schedule for each and every upgrade or replacement;
3. this Extension shall apply to each item separately and individually.

SUB-SECTION B – CONSEQUENTIAL LOSS

DEFINED EVENTS

The insurance provided by this Sub-Section shall be subject to the limits of indemnity stated in the Schedule and shall include:

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 the amount stated in the Excess and Limits Schedule, less any sum saved during the indemnity period in respect of such charges and expenses of the business as may cease or be reduced in consequence of the accident. A time delay (time excess) of 24 (twenty four) hours is applicable from the time of loss.

PROVIDED THAT:

the indemnity for this item shall not apply directly or indirectly to:

1. the cover provided for in item 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 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, 3 and 4 and Specific Exceptions 2, 3, 4 and 5 to Sub-Section A of this Section up to a maximum amount stated in the Excess and Limits Schedule;

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. in respect of each and every event or series of events arising out of or in connection with any one event or cause indemnifiable by this item, the Insured shall be responsible for the first amount stated in the Excess and Limits Schedule;
3. 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)

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 the Schedule as the time excess after the occurrence of the accident and ending not later than the expiry of the period detailed in the Schedule as the indemnity period after such occurrence.

The time excess shall not apply to loss or damage directly caused by fire, storm (excluding lightning), subsidence, wind or the collapse of buildings.

Accident (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:

1. Failure of the public supply of electricity at the terminal ends of the service feeders in the premises from any accidental cause other than:

   1.1 the deliberate act of the Insured or any supply authority;
   1.2 drought or shortage of fuel at any electricity utility;

PROVIDED THAT:

1. the liability of the Company shall not exceed the sum insured by this Sub-Section;
2. the indemnity period shall commence 12 (twelve) hours after the failure and end not later than 30 (thirty) days after such failure.

LIMIT OF LIABILITY

The liability of the Company shall not exceed the amounts specified in the Schedule (relating to Sub-Section B) 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(s) 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 shall 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 (applicable to Sub-Section B)

Unless specifically provided for:

1. **Fines and penalties**

   the Company shall 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 shall not be liable to indemnify the Insured in respect of loss of profit or consequential loss of whatsoever nature unless specifically provided for herein.

SPECIFIC CONDITIONS

Burglar Alarm Warranty

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 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.

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.

MEMORANDA

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.

Prevention of access

If, during the indemnity period, 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 25 km (twenty five kilometer) 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 Insured is not entitled to indemnity as provided for in this Extension under any other policy or Section of this Policy;
2. this Section shall not be brought into contribution with any other policy or Section of this Policy bearing a like extension.

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.

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 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 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 R50 000 (fifty thousand rand), whichever is the lesser.

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 shall not exceed the sum insured by this Sub-Section;
2. the indemnity period shall commence 12 (twelve) hours after the failure and end not later than 30 (thirty) 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.

Additional increased cost of working

The amount stated under Sub-Section B – Consequential Loss Defined Event 1 is increased to the amount stated in the Schedule for which an agreed premium is paid by the Insured.

Additional reinstatement of data/programs

The amount stated under Sub-Section B – Consequential Loss Defined Event 2 is increased to the amount stated in the Schedule for which an agreed premium is paid by the Insured.

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.

BUSINESS ALL RISKS

DEFINED EVENTS

1. Loss of or damage:

1.1 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;

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

2. Losses as a result of remote blocking:

2.1 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:

1. cover shall only apply to property that is separately and individually specified in the Schedule;
2. the Insured shall be responsible to pay the first amount payable as stated in the Schedule.

2.2 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 lesser of the sum insured shown on the Schedule or R25 000 (twenty five thousand rand) in respect of any one event;
4. the Insured shall be responsible for an additional first amount stated in the Excess and Limits Schedule.

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 unless;

1.1.1 the property is concealed in a completely closed and securely locked vehicle; or

1.1.2 the vehicle itself is housed in a securely locked building; and

1.1.3 entry to or exit from such locked vehicle or building is accompanied by visible signs of forcible and violent entry or exit;

1.2 its undergoing a process of cleaning, repair, dyeing, bleaching, alteration or restoration;

1.3 inherent vice or defect, vermin, insects, damp, mildew or rust;

1.4 the dishonesty of any principal, partner, director or employee of the Insured whether acting alone or in collusion with others;

1.5 detention, confiscation or requisition by Customs or other officials or authorities;

1.6 theft or any attempt thereat or damage from any contract site unless the property insured is contained in a securely locked building and the loss is accompanied by forcible, visible and violent entry into or exit from the building containing the property insured;

1.7 theft or disappearance which is not identifiable with a specific incident;

2. wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded;
3. mechanical, electronic or electrical breakdown, failure, breakage or derangement unless caused by an accident or misfortune not otherwise excluded;
4. loss of or damage to cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind;
5. loss of or damage to goods consigned under a bill of lading.

SPECIFIC CONDITIONS

Average

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

Replacement value

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 shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

OPTIONAL 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 R50 000 (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 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

DEFINED EVENTS

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

The Insured shall be responsible for the first amount stated in the Excess and Limits Schedule.

The Company will also pay for loss or damage to property as a result of:

1. Losses caused or accompanied by:

1.1 a thief or thieves being concealed upon the insured premises before close of business;

1.2 entry to and/or exit from the premises being effected by use of a skeleton key or other similar device (excluding a duplicate key);

PROVIDED THAT:

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

2. Losses whilst in a building at any additional premises:

PROVIDED THAT:

1. such additional premises are advised to the Company within 30 (thirty) days from the time the risk attaches to the Company;
2. an additional premium, if any, is paid;
3. the Company's liability in respect of this Extension shall not exceed 50% (fifty percent) of the highest amount stated in the Schedule applicable to any one premises.

3. Damage to buildings

Damage to the buildings including landlord's fixtures and fittings whether inside the buildings or attached to the outside of the buildings at the insured premises in the course of theft or any attempt thereat;

PROVIDED THAT:

the Company will not be liable to pay more than the amount stated in the Excess and Limits Schedule.

4. Additional costs

The Company will also pay for costs incurred but excluding any amount recoverable under any other Provision or Section in respect of:

4.1 loss of buildings, landlord's fixtures and fittings at the insured premises as a result of theft accompanied by forcible and violent entry into or exit from such building or any attempt thereat or as a result of theft;

4.2 temporary repairs in respect of all reasonable costs and expenses in effecting such temporary repairs and in taking such temporary measures as may be reasonably necessary after loss or damage;

PROVIDED THAT:

1. the Company shall not be liable to pay more than the amount stated in the Excess and Limits Schedule;
2. the Insured shall be responsible for the first amount stated in the Excess and Limits Schedule.

5. Discharge of weapons

We will cover damage to contents and stock resulting from the discharge of weapons during an armed robbery, up to the limit stated in the Excess and Limits Schedule per insured event and in any one period of insurance.

6. Fatal Injury Extension

The cover granted by this Section includes fatal injury to the insured and staff sustained whilst on the Insured's premises as a result of theft or burglary of money or any attempt thereat. Providing that death ensues within three months of such injury, the Company will pay to the executors or administrators of the deceased the sum stated in the Excess and Limits Schedule.

7. Theft of employee property

The insurance under Sub-Section A extends to include loss of or damage to employee clothing and personal effects at the insured premises. This extension will only apply provided that the employee can prove to the satisfaction of the Company that no other insurance covering the item(s) lost or damaged is in force at the time such loss or damage occurs.

The limit of the Company's liability in respect of this extension shall not exceed the amount stated in the Excess and Limits Schedule, per occurrence for any one event.

8. Theft of guests/customers property

The insurance under Sub-Section A extends to include loss of or damage to guest/customers clothing and personal effects at the insured premises. This extension will only apply provided that the guest/customer can prove to the satisfaction of the Company that no other insurance covering the item(s) lost or damaged is in force at the time such loss or damage occurs.

The limit of the Company's liability in respect of this extension shall not exceed the amount stated in the Excess and Limits Schedule any one event.

9. Hired property in the open

We will cover theft of and malicious damage to unattended equipment for a period of up to 24 hours whilst on hire.

Provided that:

(a) cover under this extension excludes any devices used to inflate equipment such as blowers or fans;

(b) the equipment must be located within a secured area or garden which is not accessible to any members of the public unless with express permission.

<u>Definition:</u>

Secured area means an area that is completely fenced or walled

(c) the maximum amount payable shall not exceed the sum insured stated in the Excess and Limits Schedule per insured event and during the period of insurance;

(d) you shall be responsible for the first amount stated in the Excess and Limits Schedule of each and every claim.

Malicious damage theft extension

Damage to buildings at the premises described in the schedule (including landlord's fixtures and fittings) and all contents (whilst in such buildings), the property of the Insured or for which they are responsible caused by the deliberate or wilful or wanton act of any person during the course of theft or attempted theft provided that this extension does not cover:

a. consequential or indirect loss or damage of any kind or description whatsoever;

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

c. loss or damage related to or caused by any occurrence referred to in General Exception 1. (1.1), (1.1.1), (1.1.2), (1.1.3), (1.1.4), (1.1.5) and (1.1.6), (1.1.7) or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

The limit of indemnity in respect of each and every claim is stated in the Excess and Limits Schedule per event.

MEMORANDUM – ALL CONTENTS

The term 'all contents' includes personal effects, tools and pedal cycles the property of the Insured or any principal, partner, director or employee of the Insured in so far as such property is not otherwise insured up to R10 000 (ten thousand rand) in the case of any one person or R20 000 (twenty thousand rand) in the aggregate any event.

SPECIFIC CONDITION

Burglar alarm warranty

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 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.

LIMITATIONS

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

SPECIFIC EXCEPTIONS

The Company shall not be liable for:

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

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

Additional damage to buildings

Damage to the buildings including landlord's fixtures and fittings whether inside the buildings or attached to the outside of the buildings at the insured premises in the course of theft or any attempt thereat;

PROVIDED THAT:

the Company will not be liable to pay more than the amount stated in the Schedule per event.

Petrol in underground tank(s)

Fuel kept in underground tank(s) at the insured premises subject to:

1. forcible and violent breaking into underground tanks which are securely locked by a suitable padlock or other approved method;
2. the Insured shall be responsible for the first amount stated in the Excess and Limits Schedule;

PROVIDED THAT:

the Company will not pay more than the limit stated in the Schedule.

Losses in the open at the insured premises

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

PROVIDED THAT:

1. the premises are surrounded by a security fence that is at least 1.8 meters high;
2. the entrance gate(s) is kept securely locked at all times;
3. the conditions in respect of visible forcible and violent entry to or exit from the premises as described in the Defined Events of this Section shall still apply;
4. the Company's liability in respect of this Extension shall be limited to the amount stated in the Schedule;
5. the Insured shall be responsible for the first amount stated in the Excess and Limits Schedule.

Malicious damage cover only

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 Insured's property, but only following theft or attempt thereat (as defined) and limited to the amount stated in the Schedule.

Alternative power solutions (if stated in the schedule as included)

Loss or damage to the property described in the schedule, owned by the insured or for which the insured is responsible, caused by any theft or attempted theft not otherwise excluded or restricted.

GLASS

DEFINED EVENTS

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

Following loss of or damage to glass (including fixed mirrors), sign-writing and treatments, the Company will also indemnify the Insured for:

boarding up	the cost of such boarding up not exceeding the amount stated in the Excess and Limits Schedule
damage to shop fronts and the like	damage to shop fronts, frames, window displays (including fixtures and fittings), burglar alarm strips, wires and vibrators as a direct result of such loss or not exceeding the amount stated in the Excess and Limits Schedule
removal and reinstallation	the cost of removal and reinstallation of fixtures and fittings necessary for the replacement of the glass not exceeding the amount stated in the Excess and Limits Schedule
watchman	the cost of employment of a watchman service prior to the placement of glass or boarding up or the repair of the burglar alarm system, unless payable under any other insurance arranged by the Insured not exceeding the amount stated in the Excess and Limits Schedule. This limit is in addition to the limited provided under the General Provisions Clause in respect of Security guards

DEFINITION OF GLASS

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

Internal glass:

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

External glass:

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

SPECIFIC EXCEPTIONS

The Company shall not be liable for:

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

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

Advertising signs, blinds and canopies replacement

This insurance extends to include damage to external advertising signs, blinds and canopies including signwriting and treatment thereon manufactured of glass, plastic, perspex or similar brittle material at the insured premises as stated in the schedule, the property of the insured or for which they are responsible provided that, if the cost of so replacing all of such insured property is greater than the sum insured thereon at the time of the damage, the insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the damage accordingly.

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.

Special replacement

If, following loss or damage insured hereunder, the Insured is obliged in terms of the National Building Regulations or similar legislation to replace the damaged glass with glass of a superior quality, then the Company shall be liable for the increased cost of such replacement including (but not limited to) frames therefore;

PROVIDED THAT:

if the cost of so replacing the whole of the insured property (inclusive of other items insured) is greater than the sum insured thereon at the time of the loss or damage, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly.

GOODS IN TRANSIT

DEFINED EVENTS

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

PROVIDED THAT:

1. First amount payable

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

2. Limit of liability

the liability of the Company for all loss or damage arising from any one Defined Event shall not exceed the limit of indemnity stated in the Schedule;

3. Clearing up and removal of debris costs

the insurance under this Section includes costs necessarily incurred by the Insured in respect of the clearing up and removal of debris following damage to the means of conveyance or to the property thereon, subject to the maximum amount stated in the Excess and Limits Schedule. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided;

4. Conveyance

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

5. Food and Equipment Transit for External Catering

The Insurer agrees to indemnify the Insured for loss of or damage to food items, catering equipment, and related property owned by or for which the Insured is responsible, while in transit for the purpose of external catering, subject to the terms, conditions, and exclusions of this policy for up to the amount stated in the Excess and Limits Schedule.

MEMORANDA

Period of transit

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

Refusal

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

PROVIDED THAT:

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

Other means of transport

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

Breakdown

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

Property

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

Conveyance

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

Basis of valuation

The amount claimed shall be calculated as follows:

1. in respect of new goods:

   the replacement value of the property by similar property in a condition equal to, but not better nor more extensive than its condition when new;

2. in respect of goods that are not new:

   2.1 the market value of the goods immediately before the insured event; or

   2.2 the repair of the property to a condition substantially the same as, but not better than, its condition immediately before the insured event.

RESTRICTED COVER (if stated in the Schedule to be applicable)

Fire, lightning, explosion, collision, derailment and overturning and theft following the event limitation

The insurance under this Section is limited to loss or damage resulting from fire, lightning, explosion, collision, derailment and overturning, and theft following the event, of the means of conveyance described in the Schedule;

PROVIDED THAT:

1. collision shall not constitute impact with inequalities in the road or other surfaces or shifting of the load while in motion;
2. theft is not subject to violent and forcible entry and or exit.

SPECIFIC EXCEPTIONS

The Company shall not be liable for:

1. loss or damage resulting from or caused by:

   1.1 theft from any unattended vehicle in the custody or control of the Insured or any principal, partner, director or employee of the Insured unless the property is contained in a completely closed and securely locked vehicle or the vehicle itself is housed in a securely locked building and entry to or exit from such locked vehicle or building is accompanied by forcible and violent entry or exit;

   1.2 theft of goods from any temporary storage facility (stored during the period of transit) unless accompanied by visible signs of forcible and violent entry into or exit from such temporary storage facility or any attempt thereat or as a result of theft or any attempt thereat following violence or threat of violence;

   1.3 inherent vice or defect, vermin, insects, damp, mildew or rust;

1.4 the dishonesty of any principal, partner, director or employee of the Insured whether acting alone or in collusion with others;

1.5 or arising whilst in transit by sea or inland transit incidental thereto;

1.6 breakdown of refrigeration equipment;

1.7 detention, confiscation or requisition by customs or other officials or authorities;

1.8 loss or damage attributable to or as a result of overloading of the goods carrying vehicle;

2. wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded;
3. mechanical, electronic or electrical breakdown, failure, breakage or derangement of the insured property unless following an accident or misfortune not otherwise excluded;
4. loss of or damage to:

4.1 cash, bank and currency notes, coins, credit card vouchers, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts for securities of any kind;

4.2 property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Zambia, Mozambique and Malawi;

4.3 property otherwise insured or which would, but for the existence of this Section, be insured by any other insurance except in respect of any excess beyond the amount which would have been payable under such other insurance, had the insurance under this Section not been effected;

4.4 livestock, pedigreed animals and game;

5. consequential loss of any kind, delay, loss of market, depreciation or changes brought about by natural causes.

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

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.

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, this Section shall not be called into contribution for any defined event for which more specific insurance has been arranged.

SPECIFIC EXCEPTIONS

The Company shall not be liable for:

1. any peril excluded or circumstance precluded from any other insurance available from the Company at inception hereof or for any excess payable by the Insured under such insurance, or for any reduction of 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 practiced on the Insured (or any person having custody of the insured property) or fraud or the dishonesty of any principal or agent of the Insured;

   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, 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);
9. detention, confiscation, forfeiture, impounding, attachment or requisition by any lawfully instituted authority or other judicial process.

DEFINITION

Insured property

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

1. current coin (including Krugerrands and similar coins), bank and currency notes, travellers and other cheques, money and postal orders, credit card vouchers, and other certificates, documents or instruments of a negotiable nature;
2. furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art;
3. property in transit by air, inland waterway or sea;
4. railway locomotives, rolling stock and other railway property, aircraft, watercraft, mechanically or electrically propelled vehicles, motorcycles, mobile plant, caravans and trailers;
5. standing or felled trees, crops, animals, land (including topsoil, backfill, drainage and culverts), driveways, pavements, roads, runways, dams, reservoirs, canals, pipelines (external to the premises), tunnels, cables (external to the premises), cableways, bridges, docks, jetties, wharves, piers, excavations, property below the ground or explosives;
6. electronic data-processing equipment and external data media (punch cards, tape discs and the like) and the information they contain;
7. property in the course of construction, erection or dismantling including materials or supplies related thereto;
8. property in the possession of customers under lease, rental, credit or suspensive sale agreements;
9. glass, china, earthenware, marble and other fragile or brittle objects, as per the amount stated in the Excess and Limits Schedule.

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 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 but not exceeding R500 000 (five hundred thousand rand) in the annual aggregate.

SPECIFIC CONDITION (applicable to defined event 3)

Should the sum insured stated in the Schedule exceed R50 000 (fifty thousand rand), power surge cover will be subject to:

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. the device must:
   - 2.1 be a 40 kA (8/20) Class 2;
   - 2.2 be wired in terms of SANS 10142-1 Connection type 2;
   - 2.3 have mechanical fault indication;
3. installation by a registered electrician who must provide either of the following:
   - 3.1 an Electrical Certificate of Compliance (CoC) for the installation;
   - 3.2 proof of installation stating the adherence to the required electrical standards and regulations at the time that the device was installed.

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 shall 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.

Furthermore, the Company shall not be liable under 3. for any costs or expenses:

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

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 his 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.

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 shall 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.

MEMORANDA

Average

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

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

Excluded property

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 his 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.

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 and overhaul or removal to another position or in the course of these operations themselves or subsequent re-erection within the Insured's premises.

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 Excess and Limits Schedule as the First Amount Payable by the Insured for each and every occurrence;
2. damage due to:

   2.1 fire, lightning and explosion: fire, extinguishing of a fire, direct lightning strikes, explosion;

   2.2 theft, collapse, impact and sonic waves:

   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 shall 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.

INCLUDED EXTENSION

Refrigerated Equipment

Cover is extended for basic refrigeration units, owned or leased by the insured for unforeseen or sudden damage. The maintenance condition will not apply for this extension. Cover is limited to the amount stated in the Excess and Limits Schedule.

SPECIFIC CONDITIONS

Access

The Insured shall 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 his/her power to salvage the insured items and ensure their preservation;
2. may proceed with the repair of the machinery;

   PROVIDED THAT:

   1. he/she complies 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.

SPECIAL MEMORANDA

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.

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.

BUSINESS INTERRUPTION
(MACHINERY BREAKDOWN)

DEFINED EVENTS

Accident to machinery specified in the Schedule for this Section and used by the Insured, at the premises, for the purpose of the business resulting in interruption or interference with the business;

PROVIDED THAT:

payment shall have been made or liability admitted for accident under the Machinery Breakdown Section except in so far as a Provision may operate to exclude losses below a specified amount.

SPECIFIC CONDITIONS

1. The insurance under this Section shall cease if the business is wound up or carried on by a liquidator or judicial manager or is permanently discontinued, except with the written agreement of the Company.
2. On the happening of any damage in consequence of which a claim may be made under this Section, the Insured shall, in addition to complying with General Conditions 6 and 7, with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this Section shall, not later than 30 (thirty) 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 the claim together with details of all other insurance covering the loss or any part of it or consequential loss of any kind resulting therefrom. No claim under this Section shall be payable unless the terms of this Specific Condition have been complied with and, in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

SPECIFIC EXCEPTIONS

This Section does not cover any loss or claim resulting from interruption of or interference with the business directly or indirectly attributable to any of the following causes:

1. shortage, destruction, deterioration of or damage to raw materials, semi-finished or finished products or other materials required for proper operation, even if the consequence of material damage to an item described in the Schedule of this Section;
2. any restrictions on reconstruction or operation imposed by any public authority;
3. the Insured not having at their disposal, in good time, sufficient capital for repairing or replacing destroyed or damaged machinery;
4. loss of business due to causes such as suspension, lapse or cancellation of a lease, licence, order, etc., that occurs after the date when the machinery and plant affected by an accident is again in operating condition and the business could have been resumed if the aforesaid lease, licence, order, etc., had not been suspended, lapsed or cancelled;
5. the Company will not be liable for loss resulting from interruption or interference with the business due to additions, alterations or improvements being effected to the damaged item(s) on the occasion of its repair.

MEMORANDUM

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

DEFINITIONS

<table>
<tr><td>Indemnity period</td><td colspan="2">The period during which the results of the business are affected in consequence of the accident beginning with the number of hours/days stated in the Schedule after the occurrence of the accident and ending not later than the expiry of the period (time excess) shown in the Schedule after the occurrence</td></tr>
<tr><td>Time excess</td><td colspan="2">The period stated in the Schedule</td></tr>
<tr><td>Turnover</td><td colspan="2">The money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the business at the premises</td></tr>
<tr><td>Revenue</td><td colspan="2">The money paid or payable to the Insured for goods sold and for services rendered in the course of the business at the premises</td></tr>
<tr><td>Gross profit (difference basis)</td><td colspan="2">The amount of the opening and closing stocks shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation</td></tr>
<tr><td>Gross profit (specified standing charges basis)</td><td colspan="2">The sum produced by adding to the net profit the amount of the insured standing charges or if there is no net profit the amount of the insured standing charges less such a proportion of any net trading loss as the amount of the insured standing charges bears to all the standing charges of the business</td></tr>
<tr><td>Net profit</td><td colspan="2">The net trading profit (exclusive of all capital receipts and accretions and all outlay property chargeable to capital) resulting from the business of the Insured at the premises after due provision has been made for all standing and other charges including depreciation but before the deduction of any taxation chargeable on profits</td></tr>
<tr><td>Standing charges</td><td colspan="2">As specified in the Schedule</td></tr>
<tr><td>Accident</td><td colspan="2">Unforeseen and sudden physical damage to the machinery described in the Schedule for this Section from any cause provided for by the Machinery Breakdown Section</td></tr>
<tr><td>Shortage in turnover</td><td colspan="2">The amount by which the turnover during the specified portion of the indemnity period shall in consequence of the accident fall short of that part of the standard turnover to which it relates</td></tr>
<tr><td>The premises</td><td colspan="2">All premises owned, used or occupied by the Insured for the purposes of the business</td></tr>
<tr><td>Rate of gross profit</td><td>The rate of gross profit to turnover during the financial year immediately before the date of the damage</td><td rowspan="3">To which such adjustments will be made as may be necessary to provide for the trend of the business and for variations in or other circumstances affecting the business either before or after the accident or that would have affected the business so that the figure thus adjusted will represent as nearly as may be reasonably practicable the results that but for the accident would have been after the accident</td></tr>
<tr><td>Annual turnover</td><td>As may be necessary to provide for the trend of the business and for variations the turnover during the 12 (twelve) months immediately before the date of the damage</td></tr>
<tr><td>Standard turnover</td><td>The turnover during the period corres-ponding with the indemnity period in the 12 (twelve) months immediately before the date of the accident</td></tr>
</table>

BASIS OF LOSS SETTLEMENT

1. Gross profit (difference basis)

The insurance under this item is limited to loss of gross profit due to reduction in turnover and increase in cost of working and the amount payable will be:

1.1 For reduction in turnover:

the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall in consequence of the accident fall short of the standard turnover;

1.2 For increase in cost of working:

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing a reduction in turnover which but for that expenditure would have taken place during the indemnity period in consequence of the accident but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided;

less any sum saved during the indemnity period for such charges and expenses of the business payable out of gross profit as may cease or be reduced in consequence of the accident;

PROVIDED THAT:

if the sum insured by this item is less than the sum produced by applying the rate of gross profit to the annual turnover (proportionately increased where the indemnity period exceeds 12 (twelve) months) the amount payable will be proportionately reduced.

2. Revenue

The insurance under this item is limited to loss due to reduction in revenue and increase in cost of working and the amount payable as indemnity hereunder will be;

2.1 For reduction in revenue:

the amount by which the revenue during the indemnity period shall in consequence of the accident fall short of the standard revenue;

2.2 For increase in cost of working:

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in revenue which but for that expenditure would have taken place during the indemnity period in consequence of the accident but not exceeding the amount of the reduction thereby avoided;

less any sum saved during the indemnity period for such charges and expenses of the business payable out of revenue as may cease or be reduced in consequence of the accident;

PROVIDED THAT:

if the sum insured by this item is less than the annual revenue (proportionately increased where the indemnity period exceeds 12 (twelve) months) the amount payable will be proportionately reduced.

CLAUSES AND EXTENSIONS

Accountant/Auditor

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 claims under this insurance may be produced and certified by the Insured's own accountants and/or auditors and their certificate will be prima facie evidence of the particulars and details to which such certificate relates.

Accumulation of stocks

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

Departments/Branches

If the business is conducted in departments/branches the independent trading results of which are ascertainable the Provisions of items 1. and 2. above will apply separately to each department/branch whose results are affected by the accident;

PROVIDED THAT:

if the respective sums insured are less than the aggregate of the sums produced by applying the rate of Gross profit or Revenue for each department/branch of the business (whether its results are affected by the accident or not) to the relative annual turnover thereof (proportionately increased where the indemnity period exceeds 12 (twelve) months) the amount payable will be proportionately reduced.

Deposit premium

In consideration of the premium for items 1 and/or 2 being provisional because they are calculated on 75% (seventy five percent) of the sum(s) insured thereby, the premium is subject to adjustment on expiry of each period of insurance as follows:

if the Gross profit or Revenue earned (proportionately increased if the indemnity period exceeds 12 (twelve) months) during the financial year concurrent with any period of insurance is 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 for the difference.

New business

For the purpose of assessing any loss sustained as the result of an accident occurring before the completion of the first year's trading the terms 'rate of gross profit', 'annual turnover', 'standard turnover', 'annual revenue' and 'standard revenue' shall bear the following meanings:

1. **Rate of gross profit**

   The rate of gross profit earned on the turnover during the 3 (three) months immediately before the date of the accident.

2. **Annual turnover**

   12 (twelve) times the average monthly turnover for the 3 (three) months immediately before the date of the accident.

3. **Standard turnover**

   The turnover which would have been achieved during the indemnity period if the average turnover during the 3 (three) months immediately before the date of the accident had been maintained.

4. **Annual revenue**

   The average revenue earned during the 3 (three) months immediately before the date of the accident.

5. **Standard revenue**

   The revenue which would have been earned during the indemnity period if the average revenue during the 3 (three) months immediately before the date of the accident had been maintained.

Overhauls

If during a period of 6 (six) months immediately following the recommissioning of the machinery and plant after the damage the Insured derives benefit from deferred sales or from increased production and/or profits as a consequence of an interruption of or interference with the business, such benefits shall be taken into account in determining the amount payable as indemnity under this Section.

Salvage sale clause

If the Insured shall hold a salvage sale during the indemnity period, item 1.1 under Gross profit shall, for the purposes of such claim, read as follows:

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

Premium rebate

If the Gross Profit and/or Revenue earned (all proportionately increased if the indemnity period exceeds 12 (twelve) months) during the financial year concurrent with any period of insurance is less than the respective sums insured thereon a pro-rata return of premium not exceeding 50% (fifty percent) of the premium paid on such sums insured for such period of insurance will be made for the difference;

PROVIDED THAT:

if any claim arises under these items, such return will be made only in respect of the difference not due to such claim.

Hire Costs (if stated in the schedule to be included)

The policy is extended in respect of Hiring Costs incurred by the Insured during the Period of Indemnity specified in the Schedule for the hire of similar substitute plant and equipment of equal performance and capacity consequent upon indemnifiable damage occurring to the Insured Property listed on the schedule to a limit stated in Policy Schedule.

DETERIORATION OF STOCK
(MACHINERY BREAKDOWN)

DEFINED EVENTS

This insurance is in respect of:

1. fortuitous damage to the products and/or cold room(s) insured being the value of the insured products and/or cold room(s) affected as a direct consequence of the accident but not exceeding the limit of indemnity stated in the Schedule;
2. increase in the cost of working being the additional expenditure necessarily and reasonably incurred as a direct consequence of the accident (including costs incurred in obtaining alternative storage facilities for the insured products) wholly and exclusively incurred for the purpose of preventing or minimising damage to the insured products but not exceeding the amount that would otherwise have been indemnifiable under 1. above and the Company will not be responsible to more than R50 000 (fifty thousand rand) any one event;

   PROVIDED THAT:

   1. other than in the case of the accidental escape of refrigerant, accident shall cause a fluctuation in temperature in the cold room(s);
   2. the Company shall have the benefit of any saving in expenditure as a result of the accident.

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

DEFINITIONS

Accident	1. Unforeseen and sudden physical damage to the machinery described in the Schedule for this Section from any cause provided for by the Machinery Breakdown Section. 2. Failure of the public supply of electricity at the terminal ends of the supply authority's service feeders in the Insured's 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 power station. 3. Damage to the insured products contained in the insured cold room(s) caused as a direct result of the accidental escape of refrigerant following unforeseen and sudden physical damage to the refrigeration machinery described in the Schedule of this Section.
Cold room	Is extended to include refrigeration chamber.
Damage	1. Insured products: destruction or impairment in value of the insured products by deterioration or contamination or putrefaction or spoilage; 2. insured cold room(s): contamination by refrigerant necessitating the evacuation of the cold room(s).
Value	1. The actual purchase price paid by the Insured to their supplier for the insured products or that part thereof affected by accident; or 2. the actual purchase price paid by the Insured to their supplier for the insured products or that part thereof affected by accident including the processing costs of such insured products prior to being placed in the cold room(s); or 3. the selling price of the insured products or that part thereof affected by accident in respect of insured cold room(s).

INCLUDE EXTENSIONS.

Basic Fridges contents

Following an insured event under the Machinery Breakdown section, where basic refrigeration units and their contents suffer loss or damage, this policy extends to include cover for such loss of the stock kept in that unit. Indemnity will be provided up to the limit specified in the Excess and Limits Schedule, subject to the terms, conditions, and exclusions of this policy.

SPECIFIC EXCEPTIONS

The Company shall not indemnify the Insured in respect of:

1. the first amount payable stated in the Excess and Limits Schedule;
2. damage to the insured products and/or cold room(s) caused by bruising, rodents, pests or natural deterioration, disease or vice;
3. damage to insured products not contained in insured cold room(s) at the time of such damage;
4. consequential loss, damage or liability arising out of the damage to the insured products and/or cold room(s).

MEMORANDA

In the event of damage to the insured products:

1. where such damage necessitates destruction of the insured products a certificate of condemnation must be obtained by the Insured from the appropriate local authority for such goods to be destroyed;
2. in cases where damage is alleged to have impaired the value of the insured products reasonable proof of impairment of value must be submitted by the Insured in respect of such insured products;
3. where the Insured has incurred an increase in the cost of working so as to prevent or minimise damage to the insured products reasonable proof of the necessity for incurring such costs must be furnished by the Insured.

MOTOR

SUB-SECTION A – LOSS OR DAMAGE

DEFINED EVENTS

1. Loss of or damage:

to any vehicle described in the Schedule, including its accessories and spare parts whilst therein or thereon.

2. Additional costs

In addition, the Company will pay for:

2.1 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;

2.2 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;

2.3 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, Eswatini, Zimbabwe, Zambia, Mozambique and Malawi;

2.4 emergency repairs:

the Insured may give instructions for emergency repairs to be executed without the previous consent of the Company;

PROVIDED THAT:

a detailed estimate is first obtained and forwarded to the Company;

PROVIDED THAT:

the Company shall not be responsible to pay more than the amount stated in the Excess and Limits Schedule per vehicle in respect of 2.1, 2.2, 2.3 and 2.4 above.

3. 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.

4. Repair, reinstate or replace

4.1 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 amount stated in the Schedule and/or the reasonable retail value, including any specified accessories, whichever is the lesser.

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

5. 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.

PROVISIONS

1. 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.

2. 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 Excess and Limits 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.

3. Fire, lightning and explosion and flood

The first amount payable shall not be applicable to loss or damage as a result of fire, lightning, explosion or flood.

4. 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:

4.1 if supplied by the manufacturer when new

the replacement value of the item subject to a first amount stated in the Excess and Limits Schedule;

4.2 not supplied by the manufacturer when new (after-market installation)

not specified as a separate item in the Schedule, limited to the amount stated in the Excess and Limits Schedule;

4.3 specified in the Schedule

the amount stated in the Schedule and reduced by the first amount payable stated in the Excess and Limits Schedule.

SPECIFIC EXCEPTIONS (applicable to Sub-Section A)

The Company shall not be liable to pay for any:

1. consequential loss as a result of any cause whatsoever;
2. money paid towards the upgrade of or extension of a maintenance plan or similar expense;
3. depreciation in value whether arising from repairs following a Defined Event or otherwise;
4. wear and tear;
5. mechanical, electronic or electrical breakdown, failure or breakage;
6. damage to tyres:

    6.1 by application of brakes; or
    6.2 by road punctures, cuts or bursts; or
    6.3 as a result of inequalities of the road or other surface or to impact with such inequalities;

UNLESS:

damage to tyres is accompanied by damage to other parts of the vehicle;

7. damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities;
8. damage to the insured vehicle caused by or attributable to the un-roadworthy condition of the vehicle;
9. loss, damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally 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 or secondary emotional shock to another person who is not directly involved in the accident but who witnessed or heard the accident, 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 liability stated in the Schedule;

2. indemnify any person who is driving or using such vehicle on the Insured's order or with the Insured's permission;

   PROVIDED THAT:

   1. such person shall, as though he were the Insured, observe, fulfil and be subject to the Terms, Exceptions and Conditions of this insurance in so far as they can apply;
   2. such person driving such vehicle has not to the Insured's knowledge been refused any motor insurance or continuance thereof by any insurer;
   3. indemnity shall not apply in respect of claims made by any member of the same household or family as such person;
   4. such person is not entitled to indemnity under any other Policy except in respect of any amount not recoverable thereunder;

3. indemnify the Insured while personally driving or using any private type motor car not belonging to the Insured and not leased or hired to the Insured under a lease or suspensive sale agreement, provided the Insured is an individual and has insured hereunder a vehicle described under Vehicle Definition 1 or 2;

   PROVIDED THAT:

   the 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

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 shall not be liable under this Sub-Section in respect of:

1. any compensation or claim which falls within the scope of any Compulsory Motor Vehicle Insurance enactment;
2. death of or injury to any person being carried in or upon or entering or getting into or alighting from a vehicle described in Vehicle Definition 2, 3, 4 or 5 at the time of the occurrence of the event from which any claim arises (except any person being carried in or upon or entering or getting onto or alighting from a permanently enclosed passenger carrying compartment of a commercial vehicle with a carrying capacity not exceeding 1 500 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;
5. death of or bodily injury to any person who has the right to claim from the Road Accident Fund Act, 56 of 1996, or any similar legislated fund unless that person cannot claim compensation from the fund as it is financially unable to pay the compensation that is being sought.

SUB-SECTION C – MEDICAL EXPENSES

DEFINED EVENTS

If an occupant in the specified part of a vehicle described below, in direct connection with such vehicle, sustains bodily injury by violent, accidental, external and visible means, the Company will pay to the Insured the medical expenses incurred as a result of such injury up to the amount stated in the Excess and Limits Schedule per injured occupant and in total for all occupants injured as a result of an occurrence or series of occurrences arising out of one event.

The amount payable under this Sub-Section shall be reduced by any amount recoverable under any workmen's compensation enactment or similar legislation or under any medical expenses scheme or medical insurance.

The term 'medical expenses' includes any costs incurred to free such injured occupant from such vehicle or to bring such injured occupant to a place where medical treatment can be given.

Defined vehicle but only if it is insured in terms of Sub-Section A of this Section	Specified part of vehicle in which the injury must occur
Any private-type motor car or motorised caravan	Anywhere inside the vehicle
Any other type of insured vehicle other than a bus or taxi	The permanently enclosed passenger-carrying compartment

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

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)
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

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
	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 6.1 any such vehicle being owned by or hired or leased to the Insured; 6.2 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 30 (thirty) 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
Description of use	Use for social, domestic and pleasure purposes and use for the business or occupation of the Insured; **but excluding:** 1. hiring; 2. carriage of passengers for hire or carriage of fare paying passengers; 3. racing, speed or other contests, rallies, trials; 4. carriage of explosives; 5. carriage of any load or passengers exceeding the capacity for which the vehicle is constructed or 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

CLAUSES AND EXTENSIONS

Repatriation of vehicles used outside the territorial scope (only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500kg)

If an insured vehicle is lost or damaged within the territorial scope of this Policy but outside the Republic of South Africa, the following conditions shall apply without exception:

1. if the insured vehicle is lost or damaged the Company will pay for costs incurred:

1.1 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 stated in the Excess and Limits Schedule, per event;

1.2 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 amount stated in the Excess and Limits Schedule, per event;

1.3 temporary repairs:

or the costs of any temporary repairs undertaken by a repairer situated outside the Republic of South Africa subject to a maximum amount stated in the Excess and Limits Schedule, per event;

PROVIDED THAT:

the Insured shall provide the Company with all relevant and supporting documentation relevant to the costs incurred on request.

Vehicle replacement (only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500kg)

Provided that the vehicle is insured for not less that the initial list price (excluding discounts and including extra's)

If within a 12 (twelve) month period from which the vehicle was registered as new and provided that the mileage does not exceed 30 000km (kilometers), and if the vehicle is stolen and not recovered or is damaged and the assessed cost of repairs is 70% or more of the retail value, we shall replace the vehicle with a new one of the exact same manufacture and model.

If the exact replacement is not available, the maximum amount we shall pay is the purchase price of your vehicle, inclusive of any discount at the time of initial sale.

If you refuse that we replace your vehicle with a similar make and model our indemnity limit will be the retail value at the time of the loss or damage.

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.

War

In respect of Sub-Section B and C only, General Exception 1 is deleted and replaced by the following:

"This Section does not cover war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power."

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.

Passenger liability

Specific Exception 2 to Sub-Section B shall not apply to vehicles described in definitions 2, 3 or 4;

PROVIDED THAT:

1. this Extension does not apply to special type vehicle, quad bikes or golf carts;
2. the limit of indemnity for any one occurrence shall not exceed the amount stated in the Excess and Limits Schedule.

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 shall not exceed the limit of indemnity stated in the Schedule.

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 the Terms, Exceptions and Conditions (both general and specific) of this insurance in so far as they can apply.

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:

1. the Company's liability shall not exceed the amount stated in the Excess and Limits Schedule; and
2. the Insured shall be responsible for the first amount stated in the Excess and Limits Schedule. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

Parking facilities and movement of third-party vehicles

This Section extends to indemnify the Insured in respect of accidents caused by or through or in connection with the moving of any vehicle (not owned or borrowed by or hired or leased to the Insured) by any person in the employment of the Insured or acting on the Insured's behalf;

PROVIDED THAT:

1. this Extension shall not apply in respect of damage to vehicles which are parked for reward;
2. the Company's liability shall not exceed the amount stated in the Excess and Limits Schedule. 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.

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 shall be responsible for the first amount payable (applicable to glass) stated in the Schedule of each and every loss.

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.

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 Company's liability under this Extension shall not exceed the amount stated in the Excess and Limits Schedule. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

Emergency accommodation (only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500kg)

Accommodation for the Insured and/or spouse as well as any passenger travelling with the Insured in respect of an emergency as a result of:

1. loss or damage to the vehicle; or
2. mechanical, electronic or electrical breakdown of the vehicle;

the Company will pay up to the amount stated in the Excess and Limits Schedule.

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 the amount stated in the Excess and Limits Schedule.

Vehicle sharing

The acceptance of payment for giving lifts to passengers in private-type motorcars (as defined) and in the passenger-carrying compartment of light delivery vehicles with a gross vehicle mass not exceeding 3 500kg (three thousand five hundred kilograms) when it is part of a vehicle-sharing agreement for social purposes or commuting, will not be regarded as excluded under the Description of Use Conditions;

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.

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 shall 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 the amount stated in the Excess and Limits Schedule; and
3. the Insured shall be responsible for the first amount stated in the Excess and Limits Schedule.

The Insured shall pay in addition all other first amounts payable in terms of the original claim.

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 travelling allowances to such person for the use of his own vehicle for official purposes of the Insured, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this Extension;
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 the limit stated in the Excess and Limits Schedule or the amount stated in the Schedule for each and every occurrence.

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.

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.

Car Hire extension (if stated in the schedule to be included)

The company agrees to arrange a courtesy car for the use of the insured during the period that the insured is deprived of the use of an insured vehicle as a result of it being disabled and undergoing repair or having been stolen.

Provided that:

(a) Liability for a claim for loss or damage to an insured vehicle has been admitted by the company
(b) The courtesy car shall not be superior to the category of vehicle stated in the schedule or for which the insured has paid additional premium for this cover.
(c) The Company shall not be liable under this extension for any period exceeding 30 days after the date of commencement of repairs or the date of theft or for any period after the company has discharged its liability for the claim.
(d) The company shall not be liable for costs of fuel, e-tolls, service fee's, fines, delivery/collection fees or lubricants

Loss of Use

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 3 000 cc (three thousand cubic centimeters);
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 R1 500 (one 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) consecutive days;

whichever occurs first.

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.

OPTIONAL LIMITATION OF COVER (if stated in the Schedule to be applicable)

Third party only limitation

The following are cancelled:

1. Sub–Section A;
2. Sub–Section C.

Third party, fire and theft only limitation

The liability of the 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.

SPECIFIC EXCEPTIONS (applicable to all Sub-Sections)

1. The Company shall not be liable for any accident, injury, loss, damage or liability:

    1.1 whilst the vehicle is being used with the general knowledge and consent of the Insured otherwise than in accordance with the description of use clause;

    1.2 incurred:

        1.2.1 outside the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Zambia, Mozambique and Malawi;

        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;

        1.2.2 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;

1.3 arising from the ownership, possession or use of vehicles:

1.3.1 used principally for the transportation of explosives such as nitroglycerine, dynamite or any other substance 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 himself/herself); 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 himself/herself); 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 his/her 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 (PDP) to drive such a vehicle as required in terms of the National Road Traffic Amendment Act of 1998 as amended. This Exception applies if the said person has held a PDP 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;

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 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 he/she is complying with the licensing laws relating to any of the territories referred to under Specific Exception 1.2.1 or if a licence is not required by law, or while such driver is learning to drive and is complying with the laws relating to learner drivers.

It is understood that for the purpose of Specific Exception 1, if the Insured is a company or close corporation, the term Insured shall include any director or senior manager of such company or close corporation.

2. The Company shall not be liable for any claim arising from contractual liability, unless such liability would have attached to the Insured notwithstanding such contractual agreement.

SPECIFIC CONDITION

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 upon the Insured having knowledge of such fact.

Vehicle security/immobiliser

1. If the Company specifies that a particular type of security system must be installed in any insured vehicle stated in the Schedule of this Section, for the Insured to qualify for theft cover in terms of this Policy or if the Insured receives a security discount on any insured vehicle stated in the Schedule of this Section, the onus rests upon the Insured, in the event of theft of any such insured vehicle, to prove that the security system was installed, engaged and fully operational.
2. The Insured shall ensure that the service agreement with and/or recommendations made by the manufacturers and/or installers of any such security system are adhered to at all times. This includes regular self-testing or testing otherwise.
3. The 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.

COMBINED LIABILITY

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 bodily injury or Property Damage, including Defence Costs, which arises in connection with the business of the Insured and in respect of an event after the Retroactive Date stated in the Schedule;

PROVIDED THAT:

the Company with 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.

DEFENCE COSTS

The Company will also pay:

1. 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:

   1.1 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;

   1.2 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 Liability limit of indemnity stated in the Schedule. The Company's total liability will not exceed the Liability limit of indemnity.

DEFINITIONS APPLICABLE TO SUB-SECTION 1, 2 AND 3

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

1. Aircraft

means any airborne aircraft designed to transport persons or property and includes any unmanned aerial vehicles (UAVs) otherwise known as "drones" and remotely piloted aircraft (other than toy aircraft) used for any purpose.

2. Bodily injury

means death, bodily or mental injury, illness or disease, shock, post-traumatic stress, disability, disfigurement, loss of amenities, wrongful eviction and violation of personal rights. Illness or disease shall be deemed to have occurred when the claimant experiencing symptoms of illness or disease first consulted a qualified medical practitioner in connection with such symptoms regardless of the outcome of any diagnosis. If no consultation took place the illness or disease shall be deemed to have occurred when the Insured was first advised thereof.

3. Business is as described in the Schedule and will also include:

   3.1 the ownership, repair, maintenance or use of the Named Insured's premises;

3.2 the provision and management of canteen, social, sports and welfare organisations for the benefit of the Named Insured's employees;

3.3 the provision and management of security, fire, first aid and ambulance services;

3.4 private manual work, carried out with the consent of the Named Insured, for any director, partner, or senior official of the Named Insured by any employee.

4. Costs and Expenses

1. means the reasonable costs, charges and expenses, incurred by the **Insurer** on the **Insured's** behalf, or by the **Insured** with **Insurers** prior written consent, in the investigation, defence, settlement or appeal of any claim made against the **Insured** which may form the subject of a claim made against the **Insured** indemnifiable by this Policy;
2. by the **Insured** in the representation at any inquest or accident inquiry in respect of **Personal Injury** which may form the subject of indemnity by this Policy and/or in defending any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of a claim made against the **Insured** indemnifiable by this Policy;
3. by the **Insured** for such emergency medical treatment as may appear necessary in respect of **Personal Injury** which may form the subject of a claim made against the **Insured** indemnifiable by this Policy but not such expenses as are recoverable under the Compensation for Occupational Injuries and Diseases Act 130 of 1993 as amended or similar legislation in any other territory or under any other indemnity insurance effected by the **Insured**.

In the event that the **Costs and Expenses** provision of any **Listed Underlying Insurance** denies their payment in full for claims that exceed the **Underlying** Limit, **Insurers**' maximum liability for **Costs and Expenses** shall be limited to the same proportion of incurred **Costs and Expenses** as the settled claim bears to the respective **Indemnity Limits**.

5. Documents

means written or printed deeds, agreements, maps, plans, records, books, letters, certificates or other written or printed documents and forms of any nature whatsoever (excluding, however, any bearer bonds or coupons, bank or currency notes or other negotiable paper) used in connection with the **Insured's Business**. **Documents** do not include computer operating and software programs, electronic information stored, used or created on or transmitted to or from computer systems.

6. Employee

6.1 any person under a contract of employment or apprenticeship with the Named Insured;

6.2 any person under a contract of employment or apprenticeship with another employer, and who is hired to, or borrowed by the Insured;

6.3 6.3.1 any labour master or labour only sub-contractor or person supplied by any of them;

6.3.2 any self-employed person;

6.3.3 any person participating in any government, or otherwise authorised work experience, training, study, exchange, or similar scheme;

6.3.4 any voluntary persons;

while engaged in work for the Named Insured in connection with the business.

7. 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 fault in design, manufacture, instructions for use, packaging or labelling or attributable to the supply of the same product or products showing the same defect or the same action or failure to act, and 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.

8. First amount payable

the amount stated in the Excess and Limits 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.

9. Fungi

Fungi shall mean any type or form of fungus including mould or mildew and any mycotoxins spores scents or by-products produced or released by fungi.

10. Hostile Fire (or Spread of Fire)

means a fire and the products of that fire (including heat, smoke, soot and noxious gases) that originated on and progressed, even whilst being brought under control, beyond the boundaries of the Insured's premises that is the proximate cause of Personal Injury and Property Damage. The definition includes activities directed at controlling and extinguishing the fire including the intentional and necessary damage to (by water or otherwise) or demolition of property.

11. Hot Work

means any work that may ignite combustible materials by producing sparks, flame or heat typically by the use of portable gas or electric equipment for welding, soldering, brazing and cutting and pneumatically or electrically powered equipment for grinding or cutting. Hot Work also means the burning of fire breaks around the Insured's premises to protect exposure from brush fires.

12. Hot Work Permission

means the process determined by the Insured's management of ensuring that any Hot Work, (other than routine work in properly maintained built-for-purpose premises) is performed subject to authorisation in terms of a formal permit signed by an independent responsible Employee following inspection of the site. The permit must state any specific safety measures to be taken before commencement of the Hot Work and on completion of the Hot Work, the site must again be inspected and the permit signed and filed for review by interested parties.

13. Insured

13.1 The policyholder named in the **Schedule**;

13.2 To the extent that legal liability attaches:

to a director, partner or **Employee** of the policyholder;

13.3 in the event of the death or legal incompetency of any person described in 13.2 above, to any personal representative of such person;

13.4 in the event of the bankruptcy or insolvency of the policyholder, to any legal representative of the policyholder;

13.5 to any officer, committee member or voluntary helper of the policyholder's canteen social, sports, recreational and welfare clubs and societies including a sports team and members thereof visiting at the invitation of the policyholder's sports committee;

13.6 first aid, medical, security, fire and ambulance services (but excluding medical practitioners whilst working in their professional capacity);

13.7 and to the extent that the policyholder has an interest in a joint venture entered into by the policyholder that requires the policyholder to effect insurance for their equity participation in the joint venture;

but only to the extent that the policyholder would have been entitled to indemnity under this Policy had the claim or court action relating thereto been made against the policyholder.

13.8 The interests of the policyholder as determined by specific endorsement attached to, forming part of and read with this Policy.

14. Insurer

means Guardrisk Insurance Company Limited.

15. 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.

16. Mobile Equipment

1. means land vehicles, including any machinery or apparatus attached thereto, whether or not self-propelled and not subject to motor vehicle registration;
2. maintained for use exclusively on premises owned by or rented to the Insured, including the ways immediately adjoining;
3. designed for use principally off public roads;
4. designed, operated or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicles: power cranes, shovels, loaders, diggers and drills, concrete mixers (other than the mix-in-transit type), graders, scrapers, rollers and other road construction or repair equipment including 'cherry-pickers', air compressors, pumps, generators, crop spraying and crop servicing equipment, welding equipment, building cleaning equipment, geophysical exploration and well servicing equipment.

16. Negligent Gratuitous Advice

Incorrect or inadequate advice given in the course of the Business or the unintentional failure of the Insured to perform the legal duty or to exercise due care owed to another person or party in providing information of a technical nature (given in the promotion of the insured's products) provided such advice or information is not given in exchange for a fee.

17. North America

North America means United States of America and Canada and any territory operating under the laws of the United States of America or Canada.

17. Offshore work

embarkation onto a conveyance until disembarkation from such conveyance at the point of final departure for transport to and from an offshore installation or vessel, transit between or work on an offshore installation or vessel.

18. Period of Insurance

means the period, commencing and ending on the dates stated in the **Schedule**, that this Policy is in force and includes any further period for which **Insurers** agree to renew or extend this Policy.

18. Pollutants

any solid, liquid, gaseous or thermal irritants, smoke, vapour, soot, fumes, acids, alkalis, chemicals, waste or other substances or contaminants, bacteria, molds 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), which actually or are alleged to adversely affect land, water, atmosphere, property, buildings, other structures or people, animals, plants, and all other living organisms, or the general environment.

19. Pollution Hazard

19.1 actual, alleged, or threatened:

19.1.1 ingestion, inhalation, absorption, release, escape, discharge, dispersal, seepage of, contact with, or exposure to pollutants;

19.1.2 subsequent spread, migration or movement of pollutants following 8.1.1 above;

19.2 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.

20. Product

any goods (including packaging, containers, labelling, instructions or advice, provided in connection therewith):

20.1 sold, supplied or distributed by or on behalf of the Named Insured;

20.2 erected, repaired, serviced, altered, treated or installed by the Named Insured;

in the course of the business, and which have left the care, custody or control of the Named Insured.

21. Professional Services and/or Duties

means the activities and duties which fall within the normal scope of duties performed by a professionally qualified person properly registered in terms of the current applicable Act/s that governs such profession and field of Business, as stated in the Schedule.

22. Property Damage

means:

1. physical loss of or damage to tangible property;
2. wrongful and culpable interference with servitude or other infringement of real or personal rights to the use of property.

Property Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.

23. Pure financial loss

any pecuniary or economic loss or expense.

24. Retroactive date

means the date, applying to each Section and Extension, as stated in the **Schedule**.

25. Schedule

means the schedule of core information applicable to this Policy.

25. System failure

malfunction or non-function of any mechanical and/or electronic system (whether or not the Insured's property) caused by:

25.1 the response of a Computer to any date or date change; or

25.2 the failure of a Computer to respond to any date or date change; or

25.3 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.

26. Territorial Limits

means the territorial limits described in the Schedule.

21. Vehicle means

1. any land vehicle including Mobile Equipment;
2. any attached trailer, semi-trailer or caravan;
3. any vehicle running on rails, railway locomotives or rolling stock.

SUB-SECTION 1 – PUBLIC LIABILITY

This Sub-Section will indemnify the Insured in accordance with the Defined Events for:

1. personal injury to any person;
2. loss of or damage to property;
3. obstruction, loss of amenities, trespass, nuisance, or interference with any right of way, light, air, or water; in respect of an event after the Retroactive date, occurring within the Geographical Limits defined below, and arising from any claim first made against the Insured and notified to the Company during the period of insurance.

The Company's total liability under this operative section of the Policy to pay all sums for which the Insured are legally liable, including claimant's costs and expenses relating to any claimant or number of claimants in respect of an event, and Defence Costs, will not exceed the limit of indemnity stated in the Schedule.

However, where the limit of indemnity states "in the annual aggregate", the Company's total liability for all claims arising in any one period of insurance will be limited to the stated amount irrespective of the number of events giving rise to such claims.

Territorial Limits

Will mean for the purposes of this Sub-Section 1:

1. the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Zambia, 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.

SPECIFIC EXCEPTIONS (applicable to Sub-Section 1)

The Company will not indemnify the Insured under this Sub-Section against liability:

1. for loss of, or damage to property belonging to the Insured;
2. damage to property in the custody or control of the Insured or any employee of the Insured but this exception shall not apply to premises (or the contents) thereof) temporarily occupied by the Insured for work therein;
3. arising from the ownership, possession, or use by or on the Insured's behalf or an employee of the Insured of:

   3.1 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:

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

      3.1.2 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;

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

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

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

PROVIDED THAT:

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

4. arising from any product, other than food or drink provided for consumption on the Insured's premises;
5. 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.

EXTENSIONS (applicable to Sub-Section 1)

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 Liability. The Extensions are also subject to the deductible as stated in the Schedule.

1. Damage to leased or rented premises

Notwithstanding Exception 1 to this Sub-Section, the indemnity provided under this Sub-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:

1.1 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;

1.2 for fire or any other peril against which such contract or agreement requires that insurance is effected;

1.3 arising out of breach of any term, condition, or warranty under any other applicable insurance policy.

2. Liability by agreement

This Sub-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.

3. Movement of motor vehicles

Notwithstanding the Exceptions applicable to Sub-Section 1 and anything else to the contrary in this Sub-Section of the Policy and risks insured under the Road Accident Fund Act 56 of 1996 (and/or as amended), this Sub-Section is extended to include liability arising through or in connection with the moving of any motor vehicle, trailer or caravan (not being the Insured's property) by any person being an employee or acting on the Insured's behalf;

PROVIDED THAT:

such movement of motor vehicles, trailers or caravans is undertaken to facilitate the carrying on of the business.

4. Security firms

Notwithstanding Specific Exception 3 of this Sub-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, 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 Sub-Section 1, had the said employees been under a contract of service to the Insured and not the security firm, but not exceeding the limit of indemnity stated in the Schedule.

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

5. Statutory legal defence costs

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

PROVIDED THAT:

1. the prosecution arises out of an event which is the subject of this Sub-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 or partner 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 the amount stated in the Excess and Limits Schedule.

SPECIFIC DEFINITIONS

1. Environmental Management Inspectorate means those environmental enforcement officials designated in terms of Chapter 7 of the National Environmental Management Act No. 107 of 1998 as Environmental Management Inspectors and Members of Provincial Executive Councils;

   Environmental Legislation includes the following enactments:

   Hazardous Substances Act No. 15 of 1989;
2. Mineral and Petroleum Resources Development Act No. 28 of 2002;
3. National Environmental Management Act No. 107 of 1998;
4. National Environmental Management: Air Quality Act No. 39 of 2004;
5. National Environmental Management: Biodiversity Act No. 10 of 2004;
6. National Environmental Management: Protected Areas Act No. 57 of 2003;
7. National Environmental Management: Waste Act No. 59 of 2008;
8. National Water Act No. 36 of 1998.

SPECIFIC EXCLUSIONS

Insurers shall not pay **Costs and Expenses** incurred in the defence of any prosecution:

1. that is alleged to have occurred or did occur prior to the Retroactive Date stated in the **Schedule**;
2. for breach of Statute governing the ownership, use or licensing of Vehicles, Aircraft and watercraft;
3. for breach of the Companies Act No. 71 of 2008;
4. for breach of the Competition Act No. 89 of 1998;
5. by the National Prosecuting Authority at the behest of the Environmental Management Inspectorate for breach of Environmental Legislation. all as read in conjunction with the Criminal Procedure Act No. 56 of 1955 of the Republic of South Africa;
6. alleging infringement or breach of any Right enunciated in the Bill of Rights contained in Chapter 2 of the Constitution of the Republic of South Africa, 1996.

MEMORANDUM

All Policy Exclusions applicable to **Costs and Expenses** are likewise applicable to '**costs and expenses**' as herein appearing.

6. Wrongful Arrest and Defamation

INDEMNITY

Insurers will indemnify the **Insured** in accordance with the Indemnity Application and **Indemnity Limits** Clause in respect of the **Insured's** legal liability for damages arising out of

1. **Personal Injury;**
2. loss of or damage to the victim's personal effects;
3. during a wrongful arrest, including associated assault;
4. defamation by wrongful imprisonment or malicious prosecution;
5. defamatory statements whether written or oral made by the **Insured**.

SPECIFIC DEFINITIONS

1. **Hate Speech** means means the intentional publishing, advocating, propagating or communicating of anything to one or more persons in a manner that could be reasonably construed to demonstrate an intention to:

    1. be harmful or incite harm;
    2. be hurtful; or
    3. promote or propagate hatred;

    based on one or more grounds including albinism, birth, colour, culture, disability, ethnic or social origin, gender or gender identity, HIV status, language, nationality, migrant or refugee status, race, religion, sex (including intersex) or sexual orientation.

2. **Racism** means the advocacy or expression in any manner of the belief or attitude that any person, by virtue of his or her skin colour or ethnicity, is to be treated as inferior or superior to others.

SPECIFIC EXCLUSIONS

1. This Section does not cover liability arising out of any actual or any alleged unfair labour practice as contemplated by the Labour Relations Act 66 of 1995
2. **Hate Speech** or any allegations of **Hate Speech**;
3. the costs of withdrawal and/or amendment of any publication;
4. liability arising from any form of social media including but not limited to Twitter, Facebook or Instagram;
5. **Racism** or any allegations of **Racism**.

MEMORANDUM

Cross Liabilities – is not applicable to this Section

Indemnity to Others – is not applicable to this Section

7. Emergency medical expenses

We will indemnify you, up to the amount as stated in the Excess and Limits Schedule for any one period of insurance, for reasonable costs incurred for immediate medical treatment required at the time of an accident resulting in injury to any person who may give rise to a claim against you under this cover.

8. Visitors' or guests' property

Notwithstanding anything to the contrary contained in special exception under "What we exclude" we will indemnify you in respect of loss of or damage to the property of any visitor or guest other than:

8.1 animals or vehicles of any description or the contents of any such vehicle;

8.2 jewellery, money or other valuables unless deposited with you or the license holder for safekeeping at the insured premises.

Provided that:

1. our limit of indemnity shall not exceed the limit as stated in the Excess and Limits Schedule;
2. you and/or the liquor licence holder shall comply with the requirements of the Liquor Act No. 27 of 1989 or any amendment thereof as far as they relate to anything to be done or performed by you or the licensee;
3. we shall not be liable under this extension for the loss of property deposited with you or the licensee unless such property is kept in a locked safe or locked strongroom.

9. Guests' effects, vehicles and contents therein

Loss or damage to clothing and personal effects belonging to visitors and guests of the Insured which are not specifically placed in the care, custody or control of the Insured for the amount stated in the Excess and Limits Schedule.

10. Spread of fire extension

This section of the policy will indemnify the insured in respect of any claim for which the insured is legally liable arising from the provisions of the National Veld and Forest Fire Act 101 of 1998 for an amount not exceeding what is stated in the Excess and Limits Schedule unless stated to the contrary on the schedule.

PROVIDED that the insured shall:

a. maintain a fire break around the perimeter of his/her property
b. keep basic fire fighting equipment available and in proper working order at all times and have it regularly checked
c. have the contact details of the local fire fighting unit prominently displayed at the establishment at all time
d. ensure that staff and employees have basic training in fire safety
e. ensure that staff and guests adhere strictly to fire safety rules
f. advise the relevant authorities of his/her intention to burn fire breaks.

Additional excess stated in the Excess and Limits Schedule in respect of Spread of Fire.

11. Crisis containment Operative clause

In respect of an Occurrence which may be subject to an indemnity under this policy in order to mitigate the loss the Insurer will agree to pay for reasonable and necessary crisis containment fees and costs incurred during the policy period. Crisis Containment fees and costs shall mean the fees of crisis consultants to be appointed with the Insurer's prior approval and additional communication costs including media announcements, media advertising and expenses and emergency response telephone lines during the containment period of up to 30 days following the initial crisis notification and the limit of liability shall not exceed the amount stated in the Excess and Limits Schedule per claim.

12. Medical malpractice (applicable to first aid treatment only)

The insurers will indemnify the insured for injury caused by medical malpractice or by negligent act or omission in professional medical services rendered by the insured during the period of insurance in connection with the provision of first aid treatment but only insofar as such liability is not insured by any other malpractice insurance and provided that such liability does not arise out of any criminal act or any act committed while in violation of any law or ordinance or services rendered by any person who, to the Insured's knowledge, is under the influence of intoxicants or narcotics. The Company's limit of indemnity shall not exceed the amount stated in the Excess and Limits Schedule.

SUB SECTION 2 – PRODUCTS LIABILITY

Products Liability

The Company will indemnify the Insured in respect of defined events happening anywhere within the Territorial limits as defined below, elsewhere than at premises occupied by the Insured, and caused by goods or products (including containers and labels) sold or supplied (including wrongful delivery and delivery of incorrect goods) by the Insured in connection with the business.

The amount payable under this Sub-Section, inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants, and all other costs and expenses incurred with the 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 Sub-Section stated in the Schedule.

Territorial limits (applicable to Products Liability only)

For the purposes of this Sub-Section:

1. the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Zambia, Mozambique and Malawi or in connection with Offshore work within the Continental Shelf around those countries;
2. elsewhere in the world excluding United States of America and/or Canada and/or their possessions or protectorates but only in connection with the business carried on by the Insured at or from any premises situated in any of the countries specified in 1. above.

EXCLUSIONS (applicable to Sub-Section 2 – Products Liability only)

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

1. for the cost of repair, alteration, recall or replacement of the goods or products (including containers and labels) causing injury or damage;
2. for the cost of demolition, breaking out, dismantling, delivery, rebuilding, supply and installation of the goods or products (including containers and labels) and any other property essential to such repair, alteration or replacement unless physically damaged by the goods or products;
3. 3.1 arising from defective or faulty design, formula, plan or specification, but if the Insured is a retailer this specific exception does not apply if the Insured's activities are wholly restricted to sales, distribution and/or marketing (including any marketing advisory service accompanying the products) of the product, and the Insured's activities do not include final preparation which means repackaging, packing, labeling, cleaning or provision of operating instructions prior to sale to the Insured's original customers, nor include any enhancement, amendment or alteration to the product;
   3.2 arising from inefficacy or failure to conform to specification, unless such inefficacy or failure is due to negligence in the following of such specification;
4. arising from goods or products intended to be installed and installed in, or intended to form part of and forming part of, an aircraft;
5. in respect of injury or damage happening in the North America or Canada caused by or through or in connection with any goods or products sold or supplied by or to the Insured, if such goods or products have, to the Insured's knowledge, been exported to the United States of America or Canada by or on the Insured's behalf;
6. for blood banks or blood products;
7. arising out of the manufacture of:
   7.1 fireworks, ammunition, fuses, cartridges, gunpowder, nitro-glycerine or any explosive unless the dynamite is manufactured and/or stored separately from the chargers and detonators;
   7.2 gasses and/or air under pressure in containers unless purely incidental to the main operation of the **Insured**;
   7.3 tobacco and tobacco products (including 'in-house' retail brands) except cigarette paper and filters.

EXTENSIONS (applicable to Sub-Section 2 – Products Liability only)

Subject to all the Terms, Exceptions, Conditions and Endorsements relating to this Sub-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 Liability. The Extensions are also subject to the first amount payable as stated in the Schedule.

Automatic acquisitions

The indemnity afforded by this Sub-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 Policy Condition 7 where this Sub-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 Sub-Section of the Policy is written on a nonadjustable basis and the total annual turnover of the new acquisitions represents an increase in turnover greater than 15% (fifteen percent) of the estimate provided at the beginning of the period of insurance; or
   3.2 accept or deny coverage at the time of notification and to establish a separate rate and premium and, if appropriate, terms for any such coverage where the new acquisition represents a material alteration to the business or risk.

Negligent Gratuitous Advice

The Company will indemnify the Insured in respect of liabilities rising out of neglect, error or omission in the course of the business, provided that the company's limit of liability including all costs and expenses shall not exceed the amount as stated in the Excess and Limits Schedule any one event and in all any one (annual) period of insurance; but will not cover liability:

1. for any claims where the insured was aware, before inception of this policy, of the circumstances or event which gave rise to the claim;
2. occurring prior to the applicable retroactive date stated in the schedule;
3. arising out of the deliberate, conscious or intentional disregard by the insured, or the insured's technical, operational or administrative management of the need to take all reasonable steps to prevents claims;
4. arising out of the liquidated damages clauses, penalty clauses or performance warranties except to the extent that it can be proved that liability would have attached in the absence of such clauses or warranties;
5. for any claims arising out of any design, formula (other than design or formula of a product), specification or advice of a professional nature given by or on behalf of the Insured in exchange for a fee;
6. caused by or arising out of the actual or alleged or threatened inhalation of indigestion of contact with exposure to existence of or presence of any Fungi or bacteria on or within a building or structure including its contents;
7. or any loss cost or expenses arising out of the abating testing for monitoring, cleaning up, removing, containing, treating, detoxifying, neutralising, remediating or disposing of or in any way responding to or assessing the effects of Fungi or bacteria by any Insured or by any other person or entity;
8. or any loss, damage, cost or expense of any nature or any consequential loss directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by the hazardous nature of asbestos in whatever form or quality;
9. arising out of any wrongful act committed by any director and/or officer of the insured.

For the purposes of this insurance "wrongful act" shall mean any actual or alleged breach of duty, breach of trust, neglect, error, omission, misstatement, misleading statement, mistreatment, breach of fiduciary obligation, libel, slander, wrongful trading, breach of warranty of authority or other legal liability on the part of any director or officer, jointly or severally, which arises solely by reason of the conduct of their duties or their capacity as directors and officers.

SPECIFIC CONDITIONS (applicable to Sub-Section 1 and 2)

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's 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 has paid or agreed to pay any additional premium required by the Company.

7. Adjustments

Where the premium is calculated on the statements and estimates furnished by the Insured, it is a requirement that the Insured 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 Sub-Sections 1 and 2 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 30 (thirty) 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 30 (thirty) days of non-renewal of this Section of the Policy, and payment of the additional premium required by the Company within 30 (thirty) 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, 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).

SUB SECTION C – EMPLOYERS LIABILITY

DEFINED EVENTS

Damages which the Insured shall become legally liable to pay consequent upon death of or bodily injury to or illness of any person employed under a contract of service or apprenticeship with the Insured, which occurred in the course of and in connection with such person's employment by the Insured within the territorial limits and on or after the retroactive date shown in the Schedule, and which results in a claim or claims first being made against the Insured in writing during the period of insurance.

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;
2. any contract for the performance of work outside;

the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zambia, Zimbabwe, Malawi and Mozambique.

SPECIFIC EXCEPTIONS

This Section does not cover:

1. for **Personal Injury** arising out of any circumstance for which the **Insured** is compelled by legislation to effect insurance or otherwise furnish security or the State or other governmental authority has accepted responsibility;
2. for any compensation or claim as falls within the scope of any legislation, regulation or decree entitling an **Employee** (including a dependant of an **Employee**) to receive any benefit, allowance, pension or annuity;

   Exclusions 1. and 2. shall apply notwithstanding that no insurance under legislation, regulation or decree is in force or has been effected or that compensation, benefit, allowance, pension or annuity is not paid for any reason whatsoever.

3. arising out of or related to or in respect of any occupational, industrial or employment-related disease caused by or contributed to by or precipitated by prolonged or repeated exposure to substances of any sort, factors or circumstances peculiar to any industry, particular employment, occupation, workplace or working environment;
4. assumed by the **Insured** by agreement unless such liability would have attached to the Insured in the absence of such agreement;
5. arising out of or related to or in respect of exposure, other than sudden and accidental exposure, to toxic substances and toxic waste;
6. arising out of employment in:

   6.1 oil companies in respect of:

      6.1.1 offshore **Employees**;

      6.1.2 **Employees** involved in the drilling, producing or refining of petroleum;

      6.1.3 manufacture and/or production, storage, filling, breaking down, transport of fireworks, ammunition, fuses, cartridges, gunpowder, nitroglycerine or any explosives and gases / air under pressure in containers;

      Unless:

   6.2 in respect of explosives the dynamite is transported separately from the chargers and detonators;

   6.3 in respect of the production and storage of explosives the dynamite is manufactured and/or stored separately from the chargers and detonators.

      all dangerous goods are transported in accordance with local legislation on the production and/or storage and/or transportation of dangerous goods and in the absence of such legislation the dangerous goods must be produced and/or stored and/or transported in compliance with the UN Regulations on the production and/or storage and/or transportation of dangerous goods.

   6.4 airlines in respect of aircrew personnel.

SPECIFIC CONDITIONS

1. Any claim first made in writing against the Insured as a result of a defined event reported in terms of General Condition 6 (hereinafter termed 'reported event') shall be treated as if it had first been made against the Insured on the same day that the Insured reported the event to the Company.
2. In the event of cancellation or non-renewal of the Policy:

   2.1 any claim resulting from a reported event, first made in writing against the Insured during the 48 (forty eight) months immediately following cancellation or non-renewal shall be treated as having been made against the Insured on the same day that the Insured reported the event. If the claimant is a minor, the period of 48 (forty eight) months will be extended until the expiry of 12 (twelve) months after the attainment of majority by the claimant;

   2.2 the Insured may report an event in terms of General Condition 6 to the 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; 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.

EXTENSION

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.

OPTIONAL EXTENSIONS (applicable to Sub-Sections 1, 2 and 3)

1. Extended reporting

At the option of the Insured and subject to payment of an additional premium to be determined and subject to all the Terms, Exceptions and Conditions of this Section, the Company agrees to extend the period during which the Insured may report an event in terms of General Condition 6 for a period to be agreed, but in no circumstances exceeding 36 (thirty six) months (hereinafter referred to an 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 30 (thirty) 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.

2. Cross liability

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

PROVIDED THAT:

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

3. Automatic acquisitions

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

PROVIDED THAT:

1. the Insured notify 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 Policy Condition 7 where this Sub-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 Sub-Section of the Policy is written on a nonadjustable basis and the total annual turnover of the new acquisitions represents an increase in turnover greater than 15% (fifteen percent) of the estimate provided at the beginning of the period of insurance; or
   - 3.2 accept or deny coverage at the time of notification and to establish a separate rate and premium and, if appropriate, terms for any such coverage where the new acquisition represents a material alteration to the business or risk.

MEMORANDUM

In respect of this Section only General Exception 1 is deleted and replaced by the following:

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

SPECIFIC EXCEPTIONS (applicable to Sub-Sections 1, 2 and 3)

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 Sub-Section 1 and Sub-Section 2 of this Section against any liability:

1. Employee

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

2. Pollution

1. Emission, discharge, release, dispersal, disposal, migration, seepage, or escape of any solid, liquid, gaseous or thermal irritants, contaminants or Pollutants into or upon the land, the atmosphere or any watercourse or body of water thus resulting directly, indirectly or contributing to Personal Injury, Property Damage or Pure Financial Loss.
2. For the cost of removing, nullifying or cleaning up Pollutants.
3. For fines, penalties, punitive or exemplary damage arising directly out of the discharge, dispersal, release or escape of Pollutants.
4. The ownership, operation or maintenance of waste disposal sites other than domestic household waste disposal sites. Tis exclusion does not apply to incidental exposure.

Notwithstanding the foregoing, indemnity applies to liability otherwise excluded by 1 and 2 mentioned above, arising out of a sudden, identifiable, unintended and unexpected occurrence which takes place in its entirety at a specific time and place and in not more that one Period of Insurance.

3. Contractual liability

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

This Exception will include any liability that:

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

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

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

3.4 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.

4. Professional services and/or Duties

Any actual or alleged fault, neglect, error, omission or failure to discharge any obligation pursuant thereto arising from Professional Services and/or Duties, advice, remedial or other treatment (other than first aid treatment), other than as specially provided for in any Section of this Policy.

5. 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.

6. Recall

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

7. Fines, penalties and punitive damages

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

8. Advertising

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

8.1 made by, or at the direction of, the Insured, with knowledge of the falsity thereof; or

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

9. Toxic substances

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

10. System failure

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

11. Pure financial loss

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

12. Retroactive date

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

13. Deliberate acts

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

14. Jurisdiction

arising out of personal injury or any loss of, or damage to property, in respect of judgments delivered or obtained in the first instance other than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and Eswatini.

15. Vibration/support

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

16. Electronic Smoking Devices

16.1 The design, manufacture, distribution, sale, use, maintenance or repair of an Electronic Smoking Device;

16.2 The inhalation of vapor delivered from an Electronic Smoking Device;

16.3 The design, manufacture, distribution, sale, maintenance or use of E-Liquids and E-Juices.

Specific Definitions as used herein:

1. An Electronic Smoking Device means a battery-powered device that delivers a vaporized inhalable substance through a mouthpiece including but not limited to battery-powered cigarettes, pipes, cigars, hookahs and vaporizers other than steam inhalers, mist inhalers or vaporizers used for medical purposes;
2. E-Liquids and E-Juices mean nicotine solutions, flavouring or any other substance used in an Electronic Smoking Device.

17. Intentional Disregard

The deliberate, conscious and intentional disregard by the Insured of the need to:

17.1 At all times comply with all statues governing the conduct of the Business;

17.2 Take all reasonable precautions to prevent any event or circumstance which may either give rise to a claim;

17.3 Ensure that Hot Work is not commenced without Hot Work Permission.

18. Own Property

Loss of or damage to property of any description including without limitation intellectual property that is owned by or legally in possession of or leased, chartered, hired by or under any form of suspensive sale agreement that allows beneficial use by the Insured or that allows use for the benefit of the Insured under license or usufruct or in terms of a deed of transfer by which ownership is pending or any other agreement allowing the Insured rights to enjoyment of any such property.

19. PFAS

The manufacture, production, marketing, distribution, application, sale, use, storage, safeguarding, warning or failure to warn of Per- and polyfluoroalkyl substances (PFAS), as well as from diversion, contamination, discharge, dispersal, release or escape of Per- and polyfluoroalkyl substances (PFAS) into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater, regardless of any other cause or event contributing concurrently or in any sequence to the aforementioned.

PFAS (or perfluoroalkyl and polyfluoroalkyl substances) means:

1. Chemical or substance that contains a minimum of one methyl or methylene group on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
2. Polymoer, oligomer, monomer or non-polymer chemicals and their homologues, isomers telomers salts, derivatives, precursor chemicals, degradation by products;
3. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts perfluoroctane sulfonic acid (PFOS) and its salts, or perfluorohexane sulfonate acid (PFHxS);
4. Perfluoropolyethers;
5. Fluoroelomer-based substances; or
6. Side-chain fluorinated polymers; or
7. Any PFAS replacement chemical, compound or product, including but not limited to GenX, Perfluorobutane sulfonic acid, ADONA or F53B.

20. Prior Claims

Claims made against the Insured that arose from circumstances known to the Insured which could reasonably have been foreseen to give rise to a claim against the Insured but not reported to Insurers at inception or renewal date of this Policy.

Claims made against the Insured that arose from circumstances advised to Insurers of any other concurrent policy prior to the inception date of this Policy.

Litigation pending prior to inception of this Policy.

Claims made against the Insured that arose from circumstances that occurred or are alleged to have occurred prior to the date stated in the Schedule as the Retro-active Date.

21. Tobacco Product

The manufacturer, processing, handling, and packaging of tobacco or tobacco related products.

22. Unfair Labour Practices

Arising out of any actual or alleged unfair labour practices (including automatically unfair dismissal) as contemplated by the Labour Relations Act No. 66 of 1995.

23. Unlawful Competition

Unlawful competition, unfair practices, abuse of monopoly power, cartel activities or as may otherwise arise from or be based upon or related to any breach of a provision of the Compensation Act No. 89 of 1998.

24. Marine and Aviation Liability

Arising from the ownership, possession, or use by or on the Insured`s behalf of: any harbour, port, airport or aircraft landing area.

SOLAR POWER SYSTEMS

SUB-SECTION A – PROPERTY

DEFINED EVENTS

Loss of or damage to the whole or part of the Solar Power System (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, but excluding loss of or damage to property in the underground workings of any mine;
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 underground workings of any mine;
        6.1.4 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 minimization of any damage;
    3. mildew, damp, rising damp, rust, corrosion or rot;

7. theft;

    PROVIDED THAT:

    7.1 theft (or any attempt thereat) was accompanied by visible signs of physical damage to the insured premises as result of the forcible and violent entry into or exit from the insured premises;
    7.2 the Company shall not be liable to pay more than the amount stated in the Schedule;
    7.3 the Insured shall be responsible for the first amount stated in the Excess and Limits Schedule.

DEFINITIONS

Inverter	a piece of equipment that converts the variable direct current (DC) electricity generated by the solar array to alternating current (AC) electricity used by the electrical grid
Solar array	multiple solar panels used in conjunction to produce electricity
Solar battery	a device that can be added to the solar power system to store the excess electricity generated by solar panels

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 peripherals	racking and mounting system, charge controller, cabling, switches, performance monitoring system and other electrical accessories to set up a working solar power system
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), solar battery(ies) and solar peripherals

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 the solar power system(as defined) shall be the new replacement value including freight dues, customs duties and erection costs.

2. **Underinsurance**

   If the sum insured on any item of the solar power system (as defined) 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 solar power system (as defined) 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 solar power system (as defined) immediately before the occurrence such solar power system (as defined) shall be regarded as a total loss and the Company will pay the actual value of the solar power system (as defined) 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 solar power system (as defined) or pay the amount of the damage in cash.

LIMIT OF LIABILITY

The amount of liability shall not exceed, in respect of any of the items specified in the Schedule, the sums insured set against such items and, in addition thereto, the following:

1. Architects' and other professional fees

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.

2. Clearance costs

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.

3. Express delivery and overtime

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.

SPECIFIC CONDITIONS

Burglar Alarm Warranty

It is a condition precedent to the liability of the Company that a burglar alarm mechanism will be installed or linked to the inverter, solar battery as well as the solar panels (that are in the open) stated in the Schedule and warranted that:

1. the burglar alarm mechanism linked to the inverter, solar battery and solar panels (that are in the open) 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 the inverter, solar battery and solar panels (that are in the open) 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, the inverter, solar battery and solar panels (that are in the open) shall be protected by such alarm mechanism 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.

Solar power system warranty

It is a condition precedent to the Company's liability, and it is warranted that the solar power system installed on the insured premises must comply with the following requirements:

1. the solar power system 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 must be regularly maintained and kept in good working order;
4. the Insured’s staff must be educated and trained in the operation of such solar power system installed on the insured premises;
5. all bushes, grass, weeds and other flammables within a 5m (five meter) radius of the solar power system must be cleared and regularly maintained;
6. the installation of the solar power system must include an evaluation on the suitability of the roof 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, in, on or about the property insured.

LIMIT OF INDEMNITY

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 the amount stated in the Excess and Limits Schedule and the Insured shall be responsible for the first amount stated in the Excess and Limits Schedule.

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

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

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 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 described in the Schedule, the property of the Insured or for which they are legally responsible;

PROVIDED THAT:

1. the Company’s liability shall not exceed the amount stated in the Excess and Limits Schedule;
2. the Insured shall be responsible for the first amount stated in the Excess and Limits Schedule.

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(ies) linked thereto;
17. loss or damage to a solar array that is fitted on a thatch roof, asbestos roof or any other structure of non-standard construction;
18. theft or disappearance which is not identifiable with a specific incident.

CLAUSES AND EXTENSIONS

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.

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.

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 20% (twenty percent) of the value of the insured equipment or R5 000 (five thousand rand), whichever is the lesser;
2. the Insured shall be responsible for the first R750 (seven hundred and fifty rand) for each and every upgrade or replacement;
3. 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, 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 20% (twenty 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 loss or damage and costs and expenses shall not exceed in the aggregate R50 000 (fifty thousand rand).

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.

Theft (non-forcible)

Defined Event 7 under Sub-section A – Property, is extended to include theft of externally fitted solar panel(s)/array(s) from the premises described in the Schedule;

PROVIDED THAT:

1. the Company's liability shall be limited to R100 000 (one hundred thousand rand) or the amount stated in the Schedule, whichever is the lesser;
2. the Insured shall be responsible for the first amount stated in the Excess and Limits Schedule.

IMPORTANT INFORMATION

For information purposes only – the following does not form part of your insurance contract.

1. You must be informed of any material changes to the details of the Intermediary and us.
2. We may not cancel your policy merely by informing your Intermediary. There is an obligation to make sure the notice has been given to you 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 you.
6. Make notes as to what is said to you.
7. Don't be pressurised to buy this Policy.
8. Incorrect information or non-disclosure by you may impact on any claims arising from your contract of insurance.

COMPLAINTS PROCEDURE

9. If you have a complaint about the service or the advice you received from your Intermediary, please contact:

   Please see disclosure notice attached to the Policy Schedule.

10. If you have a complaint about this Policy or the service you received from us, please contact:

    Please see disclosure notice attached to the Policy Schedule.

JACANA
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