

A man in a dark polo shirt is standing behind a wooden counter in a cafe or kitchen, looking down at a tablet device. The background features shelves with various items like glasses, cups, and plants, and a brass pendant light hangs above. The image is framed in a circular shape.

My business & more Policy Wording

Hollard.

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QUICK REFERENCE GUIDE

Introduction

This document contains contact details and other important information to ensure that You always have the required information at hand. Please keep this document together with your policy wording and Schedule. This document does not form part of Your policy.

This policy would have been sold to You by a broker or an intermediary. This means that Hollard approved Your broker or intermediary as a Financial Services Provider to market and sell its products.

About the broker or intermediary

The broker or intermediary that sold this policy to You may receive commission from Hollard. The commission amount is set out in Your policy Schedule. The broker or intermediary must provide certain information about themselves as well as about the insurer at the earliest reasonable opportunity. For your convenience, please find below the required information on Your insurer.

About Hollard (the Insurer)

The Hollard Insurance Company Limited (Registration number 1952/003004/06) is a registered insurer and authorised Financial Services Provider. We are a public unlisted company and have Professional Indemnity and Fidelity Guarantee insurance in place. We also receive Your premium and are responsible for claims.

<u>Postal address</u>	<u>Physical address</u>	<u>Hollard Head Office</u>
PO Box 87419	Hollard Villa Arcadia	Tel: 011 351 5000
Houghton	22 Oxford Road	Fax: 011 351 5001
2041	Parktown	Web: www.hollard.co.za
	2193	Compliance department: compliance@hollard.co.za

Changes to your policy

If You want to make changes to Your policy or if you have any queries, please contact Your broker or intermediary and they will advise Us of the required changes.

Claiming under your policy

You must advise Your broker or intermediary of a claim as soon as possible, and follow the claims process as set out in Your policy under **General terms & conditions**.

How to resolve a complaint or dispute

We hope You never have reason to complain, but if You do, there are a couple of options available to You. While You may contact the Ombudsman at any time, or take legal action against Us, We would encourage you to please contact Us first and follow the three-step process below:

Step 1: Talk to Hollard first

If You have a complaint, the first thing that You or Your broker or intermediary should do is speak to Hollard.

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, Your broker or intermediary may speak to a manager at Hollard. The manager will usually provide You with a response to the complaint within a reasonable period. If the timeframe is impractical for any reason, such as the need for more information or further investigation, Hollard will discuss alternative timeframes with You. If You are not satisfied with Our response or we cannot agree on alternative timeframes, You then move on to step 2.

Step 2: Seek a view

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

Step 3: Seek an independent view

You are entitled to seek an external review of Our decision. We will provide You with the information about options available, including, if appropriate, referring You to the external dispute resolution scheme which is handled by the Ombudsman for Short term Insurance (OSTI).

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

The OSTI can be contacted at:

The Ombudsman for Short-term Insurance

PO Box 32334

Braamfontein

2017

Phone: 011 726 8900

Fax: 011 726 5501

We agree to accept an OSTI decision, however, You have the right to take legal action if the OSTI decision is unacceptable. The OSTI only accepts resolutions under their Terms of Reference.

Further information about Our complaint and dispute resolution procedures are available by contacting Us.

GENERAL

General terms and conditions

Welcome to Hollard

This short-term insurance policy is intended to give You peace of mind that if an unexpected event affects Your business negatively, You will be covered.

We will pay a claim during the period of insurance on the following conditions:

- Your premiums are paid up to date;
- You give Us all information that affects the risks insured under this policy;
- You comply with all the terms and conditions of this policy;
- No exclusion listed in Your policy wording or Schedule applies to the claim.

The parties to this policy

This policy is a legal contract between the policyholder and Hollard.

“You” and “Your” refers to the **policyholder**, named in the Schedule and who is the owner of the policy. The policyholder may be any of the following kinds of businesses: Public or Private Company, Close Corporation, Trust, Sole Proprietor, Partnership or Co-operative. Only the policyholder has rights under this policy.

“We”, “Us”, and “Our” refers to **The Hollard Insurance Company Limited (Hollard)**, registration number 1952/003004/06. Hollard is a registered short-term insurance company (Short-term Insurance Act 1998) and an authorised Financial Services Provider (Financial Advisory and Intermediary Services Act 2002).

Key definitions

We have given a specific meaning to certain words or phrases. These are the most frequently used definitions in this policy:

Accident	An unfortunate incident that happens unexpectedly and unintentionally at an identifiable time and place.
Bodily injury	Physical injury to a person’s body caused by violent, accidental, external and visible means.
Clauses and extensions	A distinct provision in the cover or an extension of cover.
Compensate	The amount We will pay if You suffer a loss that is covered under the policy.
Cover start date	The date when cover for an item or a benefit starts, as shown in the Schedule. The cover start date may not always be the same for all items.
Damage	Physical harm whether it is slight or major.
Defined event	Events listed in the policy wording that would allow You to claim.
Employees	The owner, directors, members, partners, principals or trustees and anyone employed by the policyholder.
Excess	<p>This is the amount that You will be responsible for when You make a claim. The excess may be shown in the policy wording or Schedule.</p> <p>There are different types of excesses:</p> <ul style="list-style-type: none"> ○ The basic excess which is the standard amount payable per claim; ○ An additional excess which is an amount that must be paid over and above Your basic excess and will normally be noted in Your Schedule; ○ A voluntary excess is an amount that You choose to pay over and above the basic and/or additional excesses (usually for reduced premiums).

General Conditions	All the rules that You must comply with. These apply to all sections of the policy unless stated otherwise.
General Exceptions	All the things that We will not cover You for, these apply to all sections of the policy unless stated otherwise.
General Provisions	All additional covers that We give You, these apply to all sections of the policy unless stated otherwise.
Insured event	An event that gives rise to a claim covered by this insurance policy. The event must be unexpected and unforeseen and can be either a single incident, or series of incidents related to the same cause.
Insurance period	A defined period during which the policy is effective. The start and end dates are shown in the Schedule.
Insured property	Tangible property belonging to You or for which you are legally responsible, insured with Us and shown in the Schedule.
Limit	This is the maximum amount that We will pay for a claim. The limit could be the insured value, or it could be a lesser amount that We are prepared to cover You for. The limits for all benefits are shown in the policy wording and/or Schedule.
Optional extension	Additional cover You may purchase.
Premium	The amount that You agreed to pay Us in return for cover under the policy.
Risk address/insured premises	This is the address (or addresses) that You run Your business from and is stated in the Schedule. We will only cover insured events that take place within the borders of Your insured premises.
Schedule	A document that forms part of the insurance contract and outlines the cover provided under the policy. It will include details of the policyholder, their business activities, property insured, the cover given and the relevant limits, sums insured and excesses.
Sum insured/insured value	The amount that Your insured property is covered for, as shown in the Schedule.
Valid claim	A claim that complies with all the terms and conditions of the policy wording and Schedule and for which We will pay.
Terms and conditions	Rules that You must comply with to enjoy cover.

Your policy is a legal contract

Your policy is a legal contract which includes the application for insurance, the policy wording and Schedule. You must read Your policy wording and Schedule together:

- Make sure You understand what You are covered for, what You are not covered for (referred to as exclusions) and what Your responsibilities are;
- For Your convenience, anything that could lead to Your cover being cancelled or claims being rejected, is shown in this colour;
- Any changes You require will only be in place once We have agreed to them and have sent You a new Schedule and policy wording. This policy wording replaces all previous policy wordings.

The application for insurance

The application is the physical or electronic form that You completed with Your broker or intermediary where You asked Us to insure Your property under this policy, and where You agree to pay the premium.

If You make any changes to the policy after the policy start date, the physical or electronic form You completed will also be part of this policy.

Rules on interpretation

- The policy will be governed by and interpreted in accordance with South African law in terms of the jurisdiction of the courts of South Africa, except for liability claims as required;
- The headings in the policy are for reference only and will not affect the meaning of the terms and conditions to which they relate;
- Days refer to ordinary calendar days, including weekends and public holidays.

Our correspondence with You

We will assume that You have read and received Our correspondence that was sent to You via Your broker or intermediary. If We take legal action against You, the summons will be delivered to Your physical address as shown in the policy Schedule.

General Exclusions – What We do not cover You for

War, riot and terrorism

We will not cover You for any claim, damage, death or liability that is caused by or results from:

- Riot, strike or public disorder (including civil commotion, labour disturbances or lock-out) or any act or activity resulting in or planned to bring about riot, strike or any disorder;
- War, invasion, act of foreign enemy, hostilities or warlike operations (whether is declared or not) or civil war;
- Mutiny, military uprising, military or usurped power, martial law, state of siege or any other event or cause that determines the proclamation or maintenance of martial law or state of siege, insurrection, rebellion or revolution or any attempt to perform such act;
- Any act, threat of any Act (whether on behalf of any organisation, body, 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 or an attempt to perform any of these acts;
- Any Act that 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, government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section of the public;
- The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to above;
- Any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No.85 of 1976) or any similar Act operative in any of the territories to which your policy applies;
- This policy does not cover any loss or damage to property or any type of expense caused by or arising from any act of terrorism, irrespective of whether any cause or event is currently contributing concurrently, or in any sequence to the loss, damage or expense.

Nuclear risks

We will not pay any claim for loss, damage or legal liability, any cost or expense of any kind, or as a consequence of any loss, damage, legal liability or expense that results from nuclear material, fission, fusion, weapons, explosives, waste, ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, or from combustion of nuclear fuel that includes any self-sustaining process of nuclear fission.

This General Exception does not apply to the following sections:

- Fidelity Guarantee;
- Group Personal Injury.

Asbestos exclusion

You will not be covered for any loss, damage, legal liability, costs or expenses of any kind, 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 by, the hazardous nature of asbestos in whatever form or quantity.

This General Exclusion applies to the following sections and sub sections:

- Combined Liability;
- Employers Liability;
- Sub section D (Liability) of the Buildings Combined section.

Computer losses

We will not pay any claim for loss, damage or legal liability, any cost or expense of any kind, or as a consequence of any loss, damage, legal liability or expense that results from the incapacity or failure of any computer, by any means:

- 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

- to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such data; or
- to capture, save, retain or to process any information or code due to program errors, incorrect entry or the inadvertent cancellation or corruption of data and/or program; or
- to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any Trojan horse, time or logic bomb or worm or any other destructive or disruptive code, media or program or interference.

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

Special Extension to Computer losses General Exclusion

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

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

- storm, wind, water, hail or snow excluding damage to property:
 - arising from its undergoing any process necessarily involving the use or application of water;
 - caused by tidal wave originating from earthquake;
 - in the underground workings of any mine;
 - in the open (other than buildings, structures and plant designed to exist or operate in the open);
 - in any structure not completely roofed;
 - being retaining walls;unless so described and specifically insured as a separate item.
- aircraft and other aerial devices or articles dropped from them;
- 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.

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

- The Computer losses General Exclusion also does not apply to consequential loss as insured by any Business Interruption indemnity provided by this policy to the extent that such consequential loss results from damage to insured property by the perils referred to in the first point of this Special Extension.
- This Special Extension will not insure any loss destruction, damage or consequential loss if it would not have been insured in the absence of this Computer losses General Exclusion and this Special Extension.
- This Special Extension shall not apply to any Public Liability indemnity.

Cyber exclusion

We will not pay any claims for loss, damage, liability, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Incident. Cover will be provided for physical loss or damage to the property insured under this Policy, which is caused by an insured peril, including business interruption resulting therefrom, directly occasioned by a Cyber Incident. Nevertheless, any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data directly occasioned by the Cyber Incident shall not be recoverable hereunder, nor be considered as physical loss or damage for the purposes of this exclusion clause.

Meaning of words

- "Cyber Incident" shall include:
 - unauthorised or malicious acts regardless of time and place, or the threat or hoax thereof;
 - Malware or Similar Mechanism;

- programming or operator error whether by You or any other person or persons;
- any unintentional or unplanned, wholly or partially, outage of Your Computer System not directly caused by physical loss or damage;

affecting access to, processing of, use of or operation of any Computer System or any Electronic Data by any person or group(s) of persons.

- **“Computer System”** means:
any computer, hardware, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or Electronic Data storage device, networking equipment or back up facility.
- **“Electronic Data”** means:
facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
- **“Malware or Similar Mechanism”** means:
any programme code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or operations (whether involving self-replication or not), including but not limited to “Virus”, “Trojan Horses”, “Worms”, “Logic Bombs” or “Denial of Service Attack”.

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

Irrespective of any specific provision of a particular section of this policy including any exclusion, exception, insured peril, extension or other provision not mentioned in this exclusion which specifically overrides a general exclusion, this policy does not cover death, injury, sickness, loss, damage/s (physical or financial), cost or expense of any type whatsoever, legal liability, or any consequential loss directly or indirectly caused by, arising out of, resulting from or in consequence of:

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

Irrespective:

- of where in the world such disease may exist or be feared to exist;
- of whether or not a declaration by a local, regional, international or governmental authority including but not limited to the President of South Africa that an infectious or contagious disease exists locally or in any area or nationally or constitutes or has given rise to a national state of disaster or emergency.

General Conditions – Your responsibilities

Other insurance

If You have more than one insurance policy in place that covers the same insured property, the full amount of the claim will be split proportionally between the different policies.

Cancellation or amendments

○ Notice

The policy, policy section or item may be cancelled or amended by:

- Us but We will give 31 (thirty one) days' notice (or any other period agreed with You) in writing;
- You at any time.

○ Pro-Rata Premiums

- If You cancel the policy, We will be entitled to keep a portion of the premium for the time that the policy, section or item was in force. This may be a short period premium or minimum premium;
- If We cancel the policy, You will be entitled to claim a pro-rata proportion of the premium for the remainder of the insurance period from the date that You cancelled, subject to the Premium payment General Condition.

○ Premium refund

Should You choose to cancel the policy or a section, or delete an item where We paid the maximum sum insured or limit following a claim, You will not be entitled to a refund of any premium for that section or item.

Premium payment

○ Where the premium is paid quarterly or bi-annually

Your premium is due on or before the start date of anniversary date of the policy but we will give you 31 (thirty one) days grace to make payment. Should We debit Your account and We are unable to collect premium, We are not obligated to accept any payment of premium once 31 (thirty one) days have passed.

○ Where premium is paid monthly

Your premium is due on or before the start date of the policy and then on the first day of each month. Should We debit Your account and We are unable to collect premium, We will re-debit You in the following month for two months' premium. If We are still unable to collect premium, the policy will be cancelled from the date of the first unpaid premium. If We are unable to collect premium because You put a stop payment on the debit order, the policy will immediately be cancelled.

If all premiums have not been paid, claims submitted under this policy will not be settled, this includes claims submitted during the grace period

Adjustment of premium

If the premium for any section of this policy has been calculated based on estimated figures, You must, after the end of each insurance period, provide Us with the required information so We may recalculate the premium based on the actual figures for that period. Depending on whether the new premium is more or less than the premium paid, We will either refund You or charge You the difference.

Your responsibility in preventing losses

- You must protect Your property and do whatever is reasonable and necessary to prevent accidents, losses or damage both before and after a claim;
- You also need to adhere to all laws and regulations of the country as well as any by-laws that apply to Your specific type of business.

Claims

○ **What to do when you have a valid claim (notice)**

- Tell Us as soon as possible and let Us have all the details related to the loss;
- Submit a claim in writing and give Us proof, any information relating to the claim as well as any other information that We may require;
- If the claim is due to any suspected criminal behaviour, motor accidents or if You have lost Your property, You must inform the police immediately and do whatever You can to trace the guilty party and to recover the stolen property;
- You must preserve all property following a loss.

○ **Unlawful use, theft, loss or malicious damage to property**

If there is a claim that involved the unlawful use of a vehicle, or any theft, loss, damage or malicious damage to Your property, You, or the person in whose custody these articles were, must report the event to the police and take all reasonable steps to recover the stolen property and trace the guilty party.

○ **Injuries**

Where there are claims for any personal injury under a section that provides this cover, You (at your own expense) must provide Us with all certificates, information and evidence to prove the injury. The injured person may also have to take a medical examination(s) (which We will pay for) if requested to do so. If the injury results in death, We will be entitled to have a post mortem examination carried out.

○ **Legal processes**

You must advise Us of any impending prosecution or inquest and provide Us with any notice of a claim or any communication, writ, criminal and/or civil summons and/or other legal process issued or commenced against You related to the event that caused the claim.

○ **Do not admit liability**

Under no circumstances must You promise to agree to pay, settle or repudiate any claim or accept liability under this policy or agree to the jurisdiction of any court without speaking to Us first.

○ **You cannot claim under more than one section for the same event**

You cannot claim for the same event under more than one section of this policy unless it extends to the Group Personal Injury section.

○ **Prescription period (When a claim expires)**

- No claims will be paid after 24 (twenty four) months from the date of any loss (or any other period that We agree to) unless there is pending legal action in respect of such claim or if the claim relates to a third party;

This condition does not apply to the following sections:

- Business Interruption;
- Fidelity Guarantee;
- Group Personal Injury including Personal accident under the Money section.

Rejections

○ **Complain to Hollard**

- If We do not accept a claim or if You don't agree with the amount of the claim, You may ask Us to review our decision within 90 days of the date that You received our notice.

○ **Complain to the Ombudsman**

- The Ombudsman for Short-term Insurance provides a free and speedy complaints resolution process, but only if the claim amount and your annual turnover falls within the Ombudsman's jurisdiction. To check if You qualify, please refer to the Ombudsman's website for the latest Terms of reference at www.osti.co.za. You may send your complaint to the Ombudsman for Short-term Insurance at any time. Please contact the Ombudsman on the contact details shown in the **Quick reference guide**.

- **Take legal action**
 - You may take legal action against Us within 270 days of the date that You received our notice. To take legal action, summons must be served on Us. If this is not done in time, You will lose Your right to claim and We will no longer be responsible for that claim;
 - You may also choose to take legal action against Us without first asking us to review our claim decision or;
 - Contacting the Ombudsman for Short-term Insurance. If You take legal action against Us before contacting the Ombudsman, You may only approach the Ombudsman for assistance after You have withdrawn the summons against Us.
- **Recovery**
 - If We have settled Your claim for lost or stolen property and the property is then located, You must help Us identify the property;
 - We will pay any reasonable costs in identifying the property;
 - If You choose not to assist Us in recovering the lost or stolen property, You will need to reimburse Us for all payments and expenses related to the claim;
 - If the lost or stolen property is recovered, the property will belong to Us;
 - If We replace or reinstate Your vehicle after a claim and the vehicle is recovered, We are allowed to take ownership of the vehicle.

Our rights after an event

- Should there be a possible claim or if a claim has already been lodged, We may:
 - Take or keep possession of any damaged property and deal with it in a reasonable manner. This does not mean that You may abandon the property;
- Subrogation – if, after settling Your claim, We need to recover money from a third party, We will assume Your legal rights to sue the third party on Your behalf;
- If a third party suffers a loss which You are responsible for and it is covered under this policy, We may choose to make payment directly to You rather than to the third party. In this instance, We will not be liable for any further payments pertaining to the event.

Deliberate or fraudulent acts in making a claim

You will lose all benefits of this policy if You, or anyone acting on Your behalf, submits a fraudulent claim.

If this happens, We may void or cancel Your policy from the date of any fraudulent conduct:

- If fraudulent means or devices are used;
- If any fraudulent documents are given to Us, whether or not it was created by You, to support any claim under this policy;
- If the amount of the claim is deliberately exaggerated in any way for any reason at all.

If We pay Your claim and then discover that it was a fraudulent claim, You must pay the full amount back.

Reinstatement of cover after a loss (does not apply to stock on a declaration basis or any other section where it is stated that it is not applicable)

Once You claim, Your sum insured is automatically reduced by that amount. To reinstate the sum insured to the original value, We will charge an additional premium calculated from the date of loss to expiry of the policy.

Breach of contract

The policy conditions apply individually to each of the risks insured. If a condition is breached, We will only void or cancel the section or item that the breach applies to.

You may not transfer your rights to another person

Only You have the right to claim under this policy, no one else. If a third party has claimed against You, payment will be made directly to You and that third party cannot claim against this policy.

Collective Insurance (Insurance shared with other companies)

Where this insurance is shared by more than one Insurance Company, the lead Insurer (as noted in Your Schedule) will take charge of handling any claims. You will need to submit Your claim directly to the lead Insurer and provide them with all requested documents and information pertaining to Your claim. The recovery process noted in the General Condition relating to 'Our rights after an event' will be taken over by the lead Insurer.

Value added tax (VAT)

○ Definition

This is the amount that You or Us (as the case may be) are responsible to pay to the revenue authorities in the Republic of South Africa.

○ Value added Tax (VAT) inclusive condition

All sums insureds and limits of indemnity stated in the policy wording or Schedule are already inclusive of VAT as well as all claims settlements made to You and excesses paid by You.

If, during the period of insurance, the revenue authorities decide to change the rate of VAT, We will automatically adjust all sums insured and limits of indemnity, and if appropriate, any premiums, to include the new rate of VAT.

Consent to disclosure of private information

We care about the privacy, security and online safety of Your personal information and We take Our responsibility to protect this information very seriously. Below is a summary of how We deal with Your personal information:

- We have to collect and process some of Your personal information in order to provide You with Our products and services, and also as required by insurance, tax and other legislation;
- We may share Your personal information with other insurers, industry bodies, credit agencies and service providers. This includes information about Your insurance, claims and premium payments. We do this to assess claims, prevent fraud and to conduct surveys;
- You give us permission to storing such information being processed and stored in a shared database;
- You give us permission to such information being disclosed to any insurer or third parties;
- You give us permission to any underwriting information being verified against legally recognised sources or databases;
- You give us permission that this clause will survive the termination for whatever reason of the policy, including its cancellation or lapsing;
- We take every reasonable precaution to protect Your personal information (including information about Your activities) from theft, unauthorised access and disruption of services.

Interest on payments

We will not pay interest on any amount that is due to You unless we are ordered to do so by a Court of Law.

Law and jurisdiction (Who will settle disputes)

If there is any dispute involving this policy, a resolution will be decided by a Court of Law within the Republic of South Africa. You also undertake that You will not institute any action against Us nor bring joinder proceedings against Us in the court of any other country.

Change of interest/disclosure/non-disclosure/misrepresentation/misdescription (You must always give Us correct information)

- Whether You are entering into a new contract with Us or renewing Your existing contract, always give Us information that is correct and true. We use this information to decide the terms and conditions of Your policy and to calculate the correct premium due;
- Incorrect information may result in Your claim not being paid or Your policy being voided or cancelled.

Alterations to the business (Tell Us if there are any changes to Your business)

If there are any changes to Your business that may increase the risk of a claim, You must inform Us immediately as We may need to change the terms and conditions of Your policy, charge additional premium or provide notice of cancellation.

Some of the changes that You need to let Us know of are:

- changes to the name of Your Company;
- moving to a new address;
- changes in Your business activities;
- changing the products that You make or sell;
- new tenants in Your building;
- buying or renting another premises.

Insurable interest (Your interest in the insured property)

Any property insured on this policy must either belong to You or be in Your custody or control (You must be legally responsible for it). If the property is lost or damaged, it means that You will suffer financially. You cannot insure anything that, if lost or damaged, will have no impact on Your business.

Detention, confiscation and forfeiture

We will not pay for any loss, damage, cost of expense related to Your insured property being legally confiscated, impounded, forfeited or requisitioned by customs, the South African Police Service, crime prevention units or other officials or authorities.

Theft by false pretenses

We will not pay any claims that arise from theft by any false pretense or fraud.

Sanction imitation and exclusion

We will not provide any cover or pay any claim if it means that We will be exposed 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.

Policy and Schedule

The policy wording and Schedule combined form the contract between Us and should be read as one document. If there is any conflict in interpretation between the policy wording and the Schedule, what is noted in the Schedule will apply.

Defective design, lack of maintenance and cost of maintenance

We will not pay for any loss or damage to the insured property due to defective design, workmanship, construction or material or lack of maintenance or the cost thereof.

Gradual deterioration, wear and tear

We will not pay for gradual deterioration or wear and tear to insured property that happens over time.

Delay of cover

For the first 48 (forty eight) hours following the policy or cover start date, We will not pay for any loss or damage caused by the following events:

- bush or grass fire;
- a named cyclone or cautionary in which You were warned about a possible tsunami.

This condition will not apply if this cover follows a previous policy section covering the same events and there was no break in cover.

Obsolescence

If an insured event causes loss or damage to:

- electric motors;
- telephonic communication equipment;
- security control equipment (including cameras);

- alarm and detection systems;
- TV aerials including television transmission or reception equipment;
- closed circuit cameras and monitors;

which is insured on Your policy and there is no immediate replacement available or if the agency or supplier in South Africa has discontinued the importation of this equipment and it cannot be repaired, then this equipment will be considered obsolete.

Should this happen, We have the option to settle Your claim in cash using the following calculation:

the original purchase or replacement cost less a rate of depreciation based on an accumulative rate of 15% (fifteen percent) per year, as from the date of purchase or installation, excluding labour and installation costs.

Dye-lots, patterns and textures

Should there be loss or damage to the insured property (or any part thereof) following a defined event and the property was supplied or manufactured in specific dye-lots, colours, patterns or textures which is no longer available (in whole or in part), We will settle Your claim based on the nearest dye-lot, colour or texture that is available in the required quantity.

Changes in premiums and conditions

We have the right to change or increase premiums from time to time or to amend the terms, conditions and exclusions of cover noted in this policy but only if We give You a minimum of 31 (thirty one) days' notice in writing.

Average (The cost of underinsurance)

If, at the time of loss by an insured event, the replacement value of the insured property is more than the sum insured stated in the Schedule, then You will be considered Your own insurer for the difference and will bear a rateable share of the loss. Every item, if more than one, will be separately subject to this condition.

This condition applies to the following sections:

- Fire;
- Business Interruption;
- Buildings Combined but not applicable to accidental damage to sanitary-ware;
- Office contents but this does not apply to accidental damage to sanitary-ware;
- Glass;
- Electronic Equipment.

Medical expenses benefit

Some sections of the policy include a medical expenses benefit. This benefit does not provide the same benefits as a medical aid scheme neither does it replace a medical scheme membership. The benefit only cover expenses incurred as a result of an accident.

General Provisions – Additional benefits

Claims preparation costs

If We ask You to produce and certify certain information or documents required in terms of the Claims General Condition or to support the amount You are claiming for, We will pay up to R250 000 (two hundred and fifty thousand rand). This amount applies per claim and may not be exceeded in one period of insurance.

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.

Payments on account

Should the need arise, We may agree to provide You with partial payment if We are still in the process of finalising Your claim, this amount will be deducted from Your final claim's settlement.

Members, directors, partners or employees

Wherever the word "director" is use it is deemed to include "member" if Your business is a close corporation.

Meaning of words

The Schedule, including any endorsements noted therein, and the policy wording must be read together. Any word or expression to which a specific meaning has been given will mean the same wherever it is noted.

Holding covered

If We consent to cover a new item or section, We will not reject Your claim on the basis that the premium has not been agreed. However, You will still need to pay the premium due.

Sections left blank on the schedule

If the sum insured, limit of indemnity or compensation noted in Your Schedule is left blank or has no monetary value attached to it or if it is noted as "nil", "not applicable", "not covered" or "no indemnity extended", this means that You do not have any cover for that item(s).

Security firms

If an employee of a security firm contracted by You to protect Your property, causes loss or damage to Your property, We will not try to recover the claim settlement from the security firm. We will also not raise a defence to any valid claim siting that Our rights were prejudiced by the terms of such contract.

Security guard

Should it become necessary to employ a security guard to protect Your insured property following an insured event, We will pay up to R10 000 (ten thousand rand) per claim toward this additional expense.

This provision applies separately to the following sections of the policy:

- Fire;
- Buildings combined;
- Office contents;
- Theft;
- Glass;
- Goods in transit;
- Business all risks;
- Electronic equipment.

Malicious damage

We will pay for damage to insured property due to the deliberate, wilful or wanton act of any person with the intention of causing harm to Your insured property.

We will not pay for:

- damage caused by or related to fire or explosion;
- loss or damage to property due to theft that can be insured under the Theft section of the policy;
- consequential or indirect loss or damage other than loss of rent that You have selected to insure and which is stated in the Schedule;
- damage caused by total or partial stoppage of work, or the slowing down, interruption or stoppage of any process or operation;
- damage caused due to insured property being confiscated, commandeered or requisitioned by any lawfully constituted authority irrespective of whether it is permanent or temporary;
- damage related to or caused by any event referred to in the War, riot and terrorism General Exclusion;
- damage to any insured building or damage to any insured property contained in a building that is unoccupied for 31 (thirty one) or more consecutive days. If, before any damage occurs, You advise Us that the building is or will be unoccupied for the aforementioned period, We may agree to extend this cover for that time but subject to additional terms and conditions. During the initial 31 (thirty one) consecutive days, You will be responsible for 20% (twenty percent) of the claim before the deduction of any excess.

This provision applies to the following sections of the policy:

- Fire;
- Buildings combined;
- Office contents.

Fire extinguishing charges

We will pay for the costs related to the extinguishing or fighting of a fire that has or may cause damage to Your insured property and for which You are legally responsible to pay. This amount will be in addition to any other payments related to Your claim.

The maximum limit We will pay and the excess applicable per section, per event, is noted in the table below:

Section	How much We will pay	Excess
Fire	Reasonable costs not exceeding 20% (twenty percent) of the sum insured	R1 000
Buildings Combined	Reasonable costs not exceeding 20% (twenty percent) of the sum insured	R1 000
Office Contents	Reasonable costs not exceeding 20% (twenty percent) of the sum insured	R1 000
Goods in Transit	R10 000	R500
Motor	R10 000	R500
Motor Traders	R10 000	R500
Electronic Equipment	R10 000	R500

Subsidence and landslip (limited cover)

We will pay for loss or damage to the insured property caused by the sinking, downward or lateral movement (subsidence, landslip or heave) of the land that supports it, due to natural shifts or human activity.

We will not pay for loss of damage caused by:

- normal settlement, shrinkage or expansion of the land supporting the insured property;
- alterations, additions or repairs to the property;
- compaction or infill;
- defective or faulty design, materials or workmanship;
- excavations unless it is caused by any mining operations;

- contraction or expansion of soil, clay or similar types, moist or damp;
- removal or weakening of support to the insured property.

We will not pay for:

- loss of or damage to swimming pools and surrounding areas, 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) is damaged at the same time by the same event;
- loss of or damage to solid floor slabs or any part of the insured property due to the movement of these slabs unless the foundation supporting the external walls of the insured building(s) is damaged at the same time by the same event;
- any consequential loss;
- damage that existed when the cover started;
- work needed 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 as well as any subsequent additions.

You will be responsible for an excess of R2 500 (two thousand five hundred rand) per event and if needed, You must be able to prove that the loss or damage was in fact caused by subsidence, landslip or heave.

This provision applies to the following sections of the policy:

- Fire;
- Buildings combined;
- Office contents.

Power surge

In the event of loss of or damage to the insured property due to an unexpected, temporary increase in the current or voltage of an electrical circuit, the Company shall indemnify the Insured up to R100 000 (one hundred thousand rand), in the aggregate, for each and every occurrence or series of losses from one event;

PROVIDED THAT:

- Loss or damage following a direct lightning to Your property is not covered;
- You will be responsible for an excess of 10% (ten percent) of the claim with a minimum of R2 500 (two thousand five hundred rand) per event unless You can prove that a SANS (South African National Standard) approved surge protector was installed and working at the time of loss meeting the same requirements in the main electrical distribution board or sub distribution board feeding the equipment that meets the following requirements:
 - 1.1 40 kA (8/20) Class 2;
 - Wired in terms of SANS 10142-1 Connection Type 2;
 - With mechanical fault indication.
- it must be installed by a person (LPS installer) who is competent to install, construct and test the LPS (Lightning Protection System) for compliance with the requirements of installations.

An installation safety report issued by the designer or installer of the LPS is required and must be made available on request.

This provision applies to the following sections of the policy:

- Fire;
- Buildings combined;
- Office contents;
- Accidental damage;
- Business interruption.

Ombudsman

If You feel that You have not been dealt with fairly under this policy or wish to make a complaint and We have not dealt with Your complaint to Your satisfaction, You may refer the complaint to the Ombudsman for short-term insurance. Details of the Ombudsman can be obtained from Your representative broker, administrator or from Us. For additional information on Our complaints procedure, please refer the section on ‘How to resolve a complaint or dispute’ noted in Our quick reference guide.

Period of insurance

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

Section	Reference	Amendment
General Fire	Adjustment of Premium	The words “each insurance period” are amended to read “each period of twelve consecutive months from the start date or anniversary date”.
Business Interruption	Specific Condition 1.2 in Stock Declaration Conditions	
Accounts Receivable	Deposit Premium Clause Adjustment Clause	
Motor Fleet	Premium Adjustment Clause	
Fire	Capital Additions Clause	If the insurance period is more often than quarterly, then the words “per quarter” are amended to read “per month”.
Buildings Combined	Capital Additions Clause	
Office Contents	Capital Additions Clause	
Fidelity Guarantee	Defined Event	<p>In addition to the defined events the following is added:</p> <p>The amount payable during any one period of 12 (twelve) consecutive months from start or anniversary date will not exceed the sum insured stated in the Schedule at the said start or anniversary date as the case may be (or double the sum insured if Your “Reduction/Reinstatement amount clause” applies).</p> <p>If the sum insured is increased the 12 (twelve) consecutive months applies from the anniversary date.</p> <p>Any reinstatement between the date of increase and the anniversary date will not exceed twice the sum insured.</p>
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 (twice) the bi-annual premium” for policies with quarterly or half- yearly periods of insurance respectively.

Locks and keys

In addition to the payment of a valid claim following theft at the insured premises, We will pay for the cost of replacing locks and keys if a key has disappeared or if You believe that an unauthorised person has Your keys or a duplicate set that can open:

- Your receptacle(s);
- the office premises.

We will not pay more than R5 000 (five thousand rand) per receptacle or office premises and not more than R10 000 (ten thousand rand) for all items per event and You will be responsible for an excess of R500 (five hundred rand) per claim.

This provision applies to the following sections of the policy:

- Office contents;
- Theft;
- Money.

Property under construction or alteration

We will pay up to R2 500 000 (two million five hundred thousand rand) for damage to insured property in the course of erection, completion and/or alteration, by a defined event not otherwise excluded by this policy, including any loss following interruption or interference with Your business due to such damage.

We will not pay for damage to:

- any section of complete property which has not been satisfactorily tested and commissioned and handed over to You for Your use.

Warranties and endorsements

We may reject Your claim if, at the time of loss, You did not comply with a specific warranty or requirement noted in Your Schedule or if We agreed to reduce Your premium for precautionary measures taken on any section of this policy and these measures were not in place.

FIRE

DEFINED EVENTS (WHAT WE COVER YOU FOR)

We will cover You for any loss or damage to Your property listed in the Policy Schedule. The property must be owned by You or You must be legally responsible for it. If You are the tenant in a building, We will also cover You for any alterations that You make to the building(s) and structures.

Your policy Schedule describes the property according to different columns. The table below notes what each column covers:

Column 1	<ul style="list-style-type: none"> ○ The main buildings insured and described in the Schedule situated at the risk address, including all outbuildings, such as built garages, storage rooms, staff quarters and guard houses that are constructed of brick, stone, concrete or metal on metal framework and roofed with slate, tiles, metal or concrete (unless otherwise stated in the Schedule). Temporary, moveable structures like prefabricated garden sheds and Wendy houses are not included; ○ Fixtures and fittings that are attached to the main building and outbuildings. For instance air conditioners, heat pumps, external lighting, aerials, satellite dishes, pipes, gutters, ducts, etc.; ○ Internal and external glass (including fixed mirrors), signage, sign-writing and window treatments. We do not cover glass that was cracked or broken before the cover start date, scratched glass, or any damage that is not a break through the full thickness of the glass or any laminate; ○ Paths, driveways and parking areas made of brick, concrete, paving, asphalt or stone (not gravel); ○ Boundary walls, posts and fences (not hedges); ○ Retaining walls (except dam walls), but only if they are designed and signed-off by a structural engineer; ○ Driveway gates; ○ Sporting and recreational structures .
Column 2	Rent (receivable and/or payable).
Column 3	Fixtures, fittings, plant and machinery including other equipment that You are responsible for and all other contents. Examples of plant and machinery are drill presses, CNC machines, industrial printing machines, compressors, pumps, tanks and mixing equipment.
Column 4	Stock owned by you including raw materials, manufactured or half-finished goods, traded goods, items held as samples, for sale or for delivery after sale.
Column 5	Miscellaneous items described in the Schedule.

Events that are covered

- Fire;
- Lightning and thunderbolt;
- Subterranean fire (this is a fire that starts underground);
- Explosion;
- Earthquake (even if it arises due to mining operations), volcanic eruption or convulsion. This excludes any loss or damage to property being used in the underground workings of any mine;

- Special perils:
 - storm, wind, water, hail or snow but excluding damage to property:
 - undergoing any process that requires the use or application of water;
 - caused by a tidal wave that originated from an earthquake;
 - being used in the underground workings of any mine;
 - left in the open unless it was designed to exist or operate in the open or You have specifically insured it as a separate item in the Schedule;
 - being a structure that is not completely roofed, unless You have specifically insured it as a separate item in the schedule;
 - or
 - retaining walls, but only if they are designed and signed-off by a structural engineer;
 - damage caused by aircraft, aerial devices or articles dropped from it;
 - damage caused by impact by animals, trees, aerials, satellite dishes or vehicles but we will not cover the damage to these animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles;

These special perils do not cover:

- wear and tear or gradual deterioration (happens over time);
- damage that is caused or aggravated by:
 - leakage or discharge from a sprinkler or drencher system or a fire extinguishing installation/appliance in the buildings or in buildings containing Your insured property for more than R10 000 (ten thousand rand);
 - subsidence or landslip;
 - damage caused to property because You did not take all reasonable precautions to maintain the property and ensure that it is safe or to minimize any damage;
 - mildew, damp, rising damp, rise in the underground water table, rust, corrosion or rot;
- Loss or damage to geysers, water tanks, water apparatus, water pipes, drip trays, pans and water heating systems following sudden and unforeseen bursting and leaking belonging to You and that are installed in the insured building(s).

We will not pay:

- more than R12 500 (Twelve thousand five hundred rand) for any one claim;
- the excess of 10% (ten percent) of the claim, minimum R1 000 (one thousand rand) that You are responsible for with each claim;
- for loss or damage:
 - caused by or aggravated by wear and tear, rust, decay or gradual deterioration;
 - caused by cracking or splitting of the unit due to wear and tear;
 - caused by faulty material or poor workmanship, inherent vice and latent defects or any defective design;
 - that You can claim for under the manufacturer's warranty;
 - caused by the failure or deliberate withholding of the supply of water, electricity or fuel.

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 that applies to Geysers

Geysers must be installed according to SANS specification 10254 (where applicable) as well as the manufacturer's specifications or any other SANS specification applicable. Should you have a claim and it is discovered that Your geysers were not installed according to these requirements, You will have to pay an additional excess of R1 500 (one thousand five hundred rand) over and above the excess reflected above.

- Accidental damage to sanitary-ware (toilet bowls, cisterns, and other fittings) but not more than R50 000 (fifty thousand rand) per claim. You will be responsible for an excess of R1 000 (one thousand rand) per claim;
- damage caused by discharge or leakage from any sprinkler, drencher system or fire extinguishing installation/appliances up to R10 000 (ten thousand rand). Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided;
- Loss of or damage to shade nets and canopies in the open, at the insured premises and which has been included in the sum insured, caused by hail, wind, snow or storms but not more than R50 000 (fifty thousand rand) per claim. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided;
- Any additional peril stated in the Schedule.

We will not cover you for:

- damage to property caused by its undergoing any kind of heating or drying process;
- damage to property that is or should be insured under a Marine policy (covers the loss or damage of ships, cargo, terminals, and any transport by which the property is transferred, acquired, or held between the points of origin and the final destination). If a Marine policy was not taken out, We will pay for the difference between the value that would have been insured under the Marine policy and the claim. A stock through put policy would fall under a Marine policy;

Example: You run a monthly subscription box company that creates educational projects and crafts for children. Each box you create is designed and assembled in Gauteng, but the raw materials you use are imported from China. Once the boxes are assembled, they are transported to your main distribution center in Cape Town, prior to shipping out to your subscribers. Last month, a shipment of raw materials from China was damaged as the shipping container was unloaded from the cargo ship. And just last week, a pallet of finished product was damaged as it was being transported to your distribution center. The damage in both instances would be covered by your Stock Throughput Policy.

- damage to property in the underground workings of any mine.

CLAUSES AND EXTENSIONS (ADDITIONAL COVERS TO ASSIST YOU)

Alternative replacement conditions – design capacity (Replacing your property)

If You have property that has a measurable function, capacity or output that is damaged by a defined event and We are unable to replace or reinstate it as per the reinstatement value condition, We will pay the cost of replacing the property with property that has (as near as possible) equal function, capacity or output. We will not replace the property with property that is inferior to what You originally had. The provisions of the Reinstatement value condition clause will still apply.

Designation of property (Insure your property correctly)

There is a table above that tells You what each column represents. For the purpose of determining the required column, We agree to accept the designation under which the property has been entered in Your books.

All other contents

The term 'all other contents' referred to in the definition of property in the Schedule includes personal effects, tools and pedal cycles that belong to You Your directors or employees but only if these items are not insured under any other policy.

We will not pay more than R10 000 (ten thousand rand) per claim for any of the following:

- Property damaged on the insured premises belonging to one person;
- Money and stamps;
- Documents, manuscripts, business books, plans, computer system records and media, designs, patterns, models and moulds but limited to the value of the materials and cost of labour that may be required.

Alterations and misdescription

Should there be any alteration or misdescription of occupancy relating to Your business, whether due to the transfer of processes or machinery or by acquisition of additional premises, structural alterations or repairs to buildings, machinery or plant, We will still pay any valid claims as long as You let Us know prior to the event and pay the extra premium.

Architects' and other professional fees

The insurance under columns 1 (buildings) and 3 (plant and machinery) of the Schedule includes professional fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred when reinstating or replacing insured property that has been damaged by a defined event. Payment will be limited to 20% (twenty percent) of the amount payable for such damage and the total amount will not be more than the sum insured stated in the Schedule for the property affected. This does not include expenses relating to any claims preparation costs.

Capital additions

You are covered for any alteration, additions and improvements (but not appreciation in value which is more than the sum(s) insured) to the insured property, excluding stock and materials in trade, up to 20% (twenty percent) of the sum insured stated in the Schedule. However, You must advise Us of these alterations, additions and improvement every four months during the period of insurance and pay any additional premium due to Us.

Cost of demolition, clearing and erection of hoardings

You are also covered for any expenses necessarily incurred in the demolition of the insured buildings and machinery damaged by a defined event as well as the removal of debris (including stock debris) from the site of the property that has been damaged or destroyed and the area immediately next to it and in providing, erecting and maintaining hoardings that may be needed during the demolition, site clearing and/or building operations. The total amount recoverable may not be more than the sum insured on the property.

We will not pay for:

- any costs or expenses arising from pollution or contamination of property that is not insured by this section or policy.

Deterioration of undamaged stocks

We will pay for stock that has not been damaged following a defined event but that will deteriorate because You cannot process it;

PROVIDED THAT:

- You would have used the stock if the event had not happened;
- the stock cannot be used before or, as far as can reasonably be foreseen, after the expiry of two years from the date that the event occurred;
- payment will not be more than the actual purchase costs of the stock or the actual manufacturing costs incurred in producing such stock up to the date of the event, less any net amount received if the goods are sold as salvage;
- You make all effort to mitigate the loss by selling the stock.

Express delivery and overtime

We will pay for extra charges You may incur for express delivery, airfreight, overtime, Sunday or holiday rates of wages payable to effect repairs or replacement approved by Us, but not more than 50% (fifty percent) of the amount of the repair or replacements costs had these additional costs not been incurred.

Mortgagee

The interest of any mortgagee in the property insured by You shall not be discriminated against due to any act or omission by the mortgagor without the mortgagee's knowledge. The mortgagee must however notify Us as soon as they become aware of any such act or omission and pay any additional premium due from the date of any increased hazard.

We will not pay for:

- Any fraudulent means or devices are used;
- Any fraudulent documents are given to Us, whether or not it was created by You, to support any claim under this policy;
- If the amount of the claim is deliberately exaggerated in any way for any reason at all.

If We pay Your claim and then discover that it was a fraudulent claim, You must pay the full amount back.

Motors and pumping equipment

If You suffer loss or damage to fixed filtration plant, water-pumping machinery, electronic gate motors or garage door machinery, due to an insured peril, We will pay to either repair or replace the item only up to R10 000 (ten thousand rand) per event and not more than R50 000 (fifty thousand rand) during any one insurance period, You will be responsible for an excess of 10% (ten percent) of the claim with a minimum of R500 (five hundred rand) per event.

We will not pay for:

- automatic pool cleaners;
- gradual deterioration;
- defects that were existing when You bought this policy;
- a natural characteristic that causes goods to become damaged;
- losses that are covered under any warranty.

Municipal plans scrutiny fee

Buildings insured under column 1 includes cover for municipal plan scrutiny fees but only if the total amount recoverable is not more than the sum insured of the building stated in the Schedule.

Public authorities' requirements

When repairing or rebuilding the damaged property there may be additional costs to ensure compliance with government and/or local authority requirements. We will pay for these additional costs;

PROVIDED THAT:

- the costs do not exceed the sum insured of the property as stated in the Schedule;
- the work of repairing or rebuilding must start and be carried out within a reasonable time and if required by the above regulations, the rebuilding may take place on another site as long as this not does not increase the cost of the claim;
- any terms, exceptions and conditions of this section which results in reduced cover of the item, will also apply to this extension;
- the total amount recoverable is not more than the sum insured of the property as stated in the Schedule.

We will not pay for:

- damage that is not insured under this section or occurring before cover incepted;
- undamaged property or undamaged portions of property other than foundations;
- any costs if the building did not comply and/or notice had been served on You prior to the event;

- the additional cost that would have been needed to make the condition of the property the same as if new had the need to comply with the above requirements not arisen;
- any rate, tax, duty, development or other charges or assessment arising from capital appreciation.

Railway and other subrogation

You will not be prejudiced by signing the 'Transnet Cartage (Hazardous Premises) Indemnity' clause or any other special agreements with Transnet regarding private sidings or any similar agreements with governing bodies.

Reinstatement value conditions

In the event of property other than stock being damaged, the amount payable will be calculated based on the cost of replacing or reinstating the property on the same site, of a similar kind but not superior to, the insured property when new;

PROVIDED THAT:

- the replacement or reinstatement must be carried out within a reasonable time (it may be on another site as long as Our liability does not increase);
- We will only pay You once the costs for replacing or reinstating the property has been incurred by You;
- the condition of average applies;
- You must let Us know within 6 (six) months of the date of damage (or any other period that We have agreed to) that You plan to replace or reinstate the property;
- You must agree to reinstate or replace the property on the same or another site.

Temporary removal

Property noted on Your Schedule will be covered whilst temporarily removed from the insured premises to any other premises, including transit by road, rail or inland waterway, for cleaning, renovation, repair or something similar. If property is temporarily removed for any other reason, then payment will be limited to 20% (twenty percent) of the sum insured applicable to the item.

The other premises must be within the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Zambia, Mozambique and Malawi and the amount payable will not be more than if the loss had occurred on the insured premises.

Temporary repairs and measures after a loss

Should You need to make emergency temporary repairs or take temporary measures following loss of or damage to insured property by an insured peril, We will pay for these costs but not more than R50 000 (fifty thousand rand) per event.

Public supply

We will cover You for accidental damage to water, sewerage, gas, electricity and telecommunication connections which You own or are legally responsible for, between the insured property and the public supply or mains.

Tenants

Your cover will not be affected by any act or omission on the part of any owner of a building (if you are renting) or any tenant (other than You), without your knowledge. You must inform Us as soon as You become aware of any such act or omission which does not comply with any of the terms, exceptions or conditions of this section, and pay an additional premium from the date of any increased risk.

Valuation of stock (in the absence of stock declaration conditions)

This clause does not apply if You have insured Your stock on a declaration basis.

Any claim for stock and materials in trade insured under this section, will be settled based on the market value just before the loss happened. If the market value is more than the sum insured on the Schedule, We will apply the condition of average.

Disposal of salvage

Once We settle Your claim We become the owner of the damaged property and may dispose of it at our discretion. However, if You can establish, to Our satisfaction, that to do so will prejudice Your interests, We may give You first option to repurchase such property at its fair intrinsic value or market value, whichever is higher. You will not be entitled to abandon any property whether We have taken possession or not.

Water leaks/loss of water

We will pay for the cost of water lost through a leaking pipe in any building, unit or on common property for which You are responsible;

PROVIDED THAT:

- You will only be paid for the cost of additional water consumption if a quarterly water meter reading is over 50% (fifty percent) higher than the average of the previous four quarterly meter readings;
- We will not pay more than R15 000 (fifteen thousand rand) per event and no more than R50 000 (fifty thousand rand) per insurance period;
- on discovery of a leak (by physical evidence or an abnormally high water reading on your account) You take immediate steps to identify and repair the leaking apparatus/pipes;
- We will also pay up to R5 000 (five thousand rand) per event but no more than R10 000 (ten thousand rand) per insurance period for the cost of identifying water leaks on the insured premises;
- in addition, We will also pay up to R5 000 (five thousand rand) per event but no more than R10 000 (ten thousand rand) per insurance period, for the cost of filling up swimming pools or ponds following maintenance or repair.

We will not pay for:

- costs towards remedial action including repairs to the affected apparatus or pipes;
- losses resulting from:
 - leaking taps, geysers, toilet systems, swimming pools or any other water tank;
 - any deliberate act by You;
 - taps that are left open after use;
 - any unit left unoccupied for more than 31 (thirty one) consecutive days.

You will be responsible for an excess of 10% (ten percent) of the claim with a minimum of R500 (five hundred rand) per event.

Landscaping

We will pay up to R10 000 (ten thousand rand) towards the cost of replacing trees, shrubs, lawns, plants and fixed sprinkler installations situated at the grounds of the insured buildings stated in the Schedule if the loss or damage is caused by:

- fire, explosion or firefighting operations;
- any other emergency service operations;
- impact by vehicles or aircraft or other aerial devices;
- any deliberate or malicious act.

We will not pay for:

- losses caused by or in the process of theft or attempted theft.

OPTIONAL CLAUSES AND EXTENSIONS (ADDITIONAL COVERS YOU CAN BUY AND THAT MUST BE STATED IN THE SCHEDULE)

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

The items to which this extension of cover applies must be noted in the Schedule together with their declared values and applicable premiums payable.

'Declared Value' means that You assessed the cost or reinstating the insured property as at the start of the insurance period (ignoring inflation and taking into account the first paragraph of the reinstatement value Condition) and made allowance for:

- additional costs to comply with Public Authority Requirements;
- architects' and other professional fees;
- costs of demolition and clearing and erection of hoardings.

At the start of each insurance period You need to declare the new calculated value (including the items noted above) otherwise We will accept that the declared value for the previous period of insurance will apply. We will not pay more than the sum insured stated in the Schedule.

The condition of average is restated as follows:

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

If, at the time of damage, the declared value of the property is less than the cost of reinstatement at the start of the period of insurance, then Our share of any loss insured under this section will be limited to the portion that the declared value bears to the cost of reinstatement."

The following special memorandum is added to the reinstatement value conditions:

If, due to any these conditions, payment is limited to the amount that would have been paid if this extension had not been selected, Your rights and liabilities and Our rights and liabilities in respect of the destruction or damage will be subject to the terms and conditions of the policy including the condition of average, except that the total amount payable will be limited to maximum of the percentage of the declared value as stated in the Schedule.

The capital additions clause is restated as follows:

"You are covered for any alterations, additions and improvements (but not appreciation in value which is more than the sum(s) insured) to the insured property, excluding stock and materials in trade, up to a limit of 10% (ten percent) of the sum insured stated in the Schedule. However, You must advise Us of these alterations, additions and improvement every four months during the period of insurance and pay any additional premium due to Us."

Brands and Labels

Should any of Your property carry a brand name, trade mark or label or after sale guarantee or if the sale of this property may have adverse effects on the market value of similar property, We will remove all the brand names, trademarks, labels or guarantees before disposing of it and determining the salvage value.

If we are unable to remove the brand name, trade mark, label or guarantee from any container, the contents will be placed in a plain container;

PROVIDED THAT:

- If the labels or names are damaged, We will pay for the cost of labelling and/or reconditioning the property. You will be responsible for an excess of 10% (ten percent) of the claim with a minimum of R2 500 (two thousand five hundred rand) per event.

Escalator

During each period of insurance, the sum(s) insured will be increased under column 1 (buildings) and column 3 (plant and machinery) by the percentage noted on the Schedule. Unless otherwise agreed, this extension will only apply to the sum(s) insured selected at the start of the insurance period.

At each annual renewal of cover You need to let Us know what the new sum(s) insured are to be for the next period of insurance as well as the percentage increase needed for this period. Otherwise We will accept that the sum(s) insured and percentage increase of the previous period of insurance will apply.

Leakage – first loss

We will pay for Damage caused by discharge or leakage from any sprinkler, drencher system or fire-extinguishing installation/appliances but only up to the limit stated in the Schedule.

The condition of average is restated as follows:

“If the property insured, at the time of damage by discharge or leakage, is collectively of greater value than the sum insured selected against fire damage, then We will only pay the proportion of the first loss limit stated in the Schedule as the sum insured against fire bears to the total value of the property and You will need to pay for the difference and bear a ratable share of the loss. Every item, if there is more than one, will be separately subject to this clause.”

In respect of this extension only, the exclusion under the defined events applicable to for special perils and relating to damage to property undergoing any process that requires the use or application of water, is deleted.

Rent (if insured under column 2)

If You are the owner of a building insured under column 1, which is occupied by a paying tenant at the time of an incident covered by this section which makes the building untenable, We will pay You for loss of rent receivable. You are also covered if the insured building that You own and occupy is made untenable and You need to pay rent to occupy another premises.

If You are a paying tenant in a building that is made untenable by an incident covered by this section, We will pay for the rent owed by You to the building’s owner or landlord.

Cover is limited to the sum insured and number of months stated in the Schedule. We will, however, only pay a proportion of this value if the building becomes tenable before the expiry of the period selected. The amount payable is also determined by the proportion that the insured value bears to the actual rent receivable/payable.

Stock declaration conditions

If the value of Your stock and materials in trade insured under this section fluctuates regularly and by sizable margins., You may choose to insure Your stock on a declaration basis. Tell us what the sum insured is at the start of the period of insurance and we will only charge you 75% (seventy five percent) of the premium (a provisional premium) that is due for this item;

PROVIDED THAT:

- You declare the market value of Your stock and materials in trade on the last day of each month/quarter (as stated in the Schedule). A grace period of 31 (thirty one days) shall be given from the date that the declaration was due, otherwise We will accept that the declaration provided in the previous period will apply;
- after each period of insurance, We will calculate the premium on the average sum insured, being the total value declared divided by the number of declarations that You had to submit. If the calculated premium is more than the provisional premium paid, You will need to pay us the difference. If the calculated premium is less than the provisional premium, We will refund You the difference but not more than 50% (fifty percent) of the provisional premium paid;
- any claim will be settled based on market value immediately before the loss or damage;
- if at claims stage, We discover that the declaration You made is less than what it should have been, the claims payment will be reduced by the ratable proportion as the declared value had to the actual value or sum insured, whichever is less. This provision will apply together with the condition of average.

Subsidence and landslip (extended cover)

You are covered for loss or damage to the insured property caused by the sinking, downward or lateral movement of the land that supports it, due to natural shifts or human activity (subsidence, landslip or heave).

We will not pay for loss or damage caused by:

- normal settlement, shrinkage or expansion of the land supporting the property;
- alterations, additions or repairs to the property;
- compaction or infill;
- defective or faulty design, materials or workmanship;
- excavations unless its caused by any mining operations;
- contraction or expansion of soil, clay or similar types, moist or damp;
- removal or weakening of support to the insured property.

We will also not pay for:

- loss or damage to septic or conservancy tanks, drains, water courses unless the building(s) is damaged at the same time by the same event;
- any form of consequential loss;
- damage that was already there at the start of this cover.

You will be responsible for an excess of 5% (five percent) of the claim with a minimum of R5 000 (five thousand rand) per event and if needed, You must be able to prove that the loss or damage was in fact caused by subsidence, landslip or heave.

Riot and strike

You are covered for loss of or damage to the insured property caused by:

- civil commotion, labour disturbances, riot, strike or lockout;
- the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any event noted above.

We will not pay for:

- damages that occur within the Republic of South Africa or Namibia;
- any kind of consequential or indirect loss or damage unless it is loss of rent insured under this section;
- loss or damage caused by total or partial stoppage of work, or the slowing down or interruption or stoppage of any process or operation;
- loss or damage due to confiscation, commandeering or requisition (whether permanent or temporary) by any lawfully constituted authority;
- loss or damage due to war, acts of a foreign enemy, warlike operations (whether war has been declared or not) or civil war;
- loss or damage arising from military uprising or usurped power, martial law, rebellion or revolution that determines the proclamation or maintenance of martial law;
- loss or damage due to any act whether it is on behalf of a person, a body or persons or organisation that is calculated to overthrow the government, local, tribal or provincial authority with force, fear, terrorism, violence or protest against them;
- loss or damage arising from any act that is calculated to bring about loss or damage to further any political aim, to bring about social or economic change.

Wild baboons and monkeys (buildings)

We will pay for loss or damage to the insured building(s) and outbuilding(s) caused by wild baboons or monkeys. For this extension of cover, wild baboons and monkeys will not be regarded as vermin.

We will not pay more than the sum insured stated in the Schedule and You will be responsible for an excess of 10% (ten percent) of the claim with a minimum of R500 (five hundred rand) per event.

Wild baboons and monkeys (contents)

We will pay for loss or damage to the contents of the insured building(s) and outbuilding(s) caused by wild baboons or monkeys. For this extension of cover, wild baboons and monkeys will not be regarded as vermin.

We will not pay more than the sum insured stated in the Schedule and You will be responsible for an excess of 10% (ten percent) of the claim with a minimum of R500 (five hundred rand) per event.

BUILDINGS COMBINED

This section is divided into sub-sections, each of which offers a different type of cover that applies to Your buildings.

Sub-Section A: Property

DEFINITION OF PROPERTY

- The main buildings insured and described in the Schedule situated at the risk address, including all outbuildings, such as built garages, storage rooms, staff quarters and guard houses that are constructed of brick, stone, concrete or metal on metal framework and roofed with slate, tiles, metal or concrete (unless otherwise stated in the Schedule). **Temporary, moveable structures like prefabricated garden sheds and Wendy houses are not included;**
- Fixtures and fittings that are attached to the main building and outbuildings. For instance air conditioners, heat pumps, external lighting, aerials, satellite dishes, pipes, gutters, ducts, etc.;
- Internal and external glass (including fixed mirrors), signage, sign-writing and window treatments. We do not cover glass that was cracked or broken before the cover start date, scratched glass, or any damage that is not a break through the full thickness of the glass or any laminate;
- Paths, driveways and parking areas made of brick, concrete, paving, asphalt or stone (**not gravel**);
- Boundary walls, posts and fences (**not hedges**);
- Retaining walls (except dam walls), **but only if they are designed and signed-off by a structural engineer**;
- Driveway gates;
- Sporting and recreational structures.

DEFINED EVENTS (WHAT WE COVER YOU FOR)

Events that are covered

- Fire;
- Lightning and thunderbolt;
- Subterranean fire (this is a fire that starts underground);
- Explosion;
- Earthquake (even if it arises due to mining operations, volcanic eruption or convulsion. **This excludes any loss or damage to property, if it was being used in the underground workings of a mine;**
- Special perils
 - storm, wind, water hail or snow **but excluding damage to property:**
 - **undergoing any process that requires the use or application of water;**
 - **caused by a tidal wave that originated from an earthquake;**
 - **being a structure that is not completely roofed unless You have specifically insured it as a separate item in the Schedule;**
 - **being retaining walls, unless You specifically insured this as a separate item in the Schedule;**
 - damage caused by aircraft, aerial devices or articles dropped from it;
 - damage caused by impact from animals, trees, aerials, satellite dishes or vehicles **but we will not cover the damage to the animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles;**

These special perils do not cover:

- wear and tear or gradual deterioration (happens over time);
- damage that is caused or aggravated by:
 - **leakage or discharge from a sprinkler or drencher system in the insured for more than R10 000 or the amount stated in the Schedule;**

- subsidence or landslip;
 - damage caused to property because You did not take all reasonable precautions to maintain the property and ensure that it is safe or to minimize any damage;
 - mildew, damp, rising damp, rise in the underground water table rust corrosion or rot.
- Loss or damage to geysers, water tanks, water apparatus, water pipes, drip trays, pans and water heating systems following sudden and unforeseen bursting and leaking belonging to You and that are installed in the insured building(s).

We will not pay:

- more than R12 500 (Twelve thousand five hundred rand) for any one claim;
- the excess of 10% (ten percent) of the claim with a minimum of R1 000 (one thousand rand) that You are responsible for with each claim;
- for loss or damage:
 - caused by or aggravated by wear and tear, rust, decay or gradual deterioration;
 - caused by cracking or splitting of the unit due to wear and tear;
 - caused by faulty material or poor workmanship, inherent vice and latent defects or any defective design that You can claim for under the manufacturer's warranty;
 - caused by the failure or deliberate withholding of the supply of water, electricity or fuel.

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 that applies to Geysers

Geysers must be installed according to SANS specification 10254 (where applicable) as well as the manufacturer's specifications or any other SANS specification applicable. Should you have a claim and it is discovered that Your geyser was not installed according to these requirements, You will have to pay an additional excess of R1 500 (one thousand five hundred rand) over and above the excess reflected above.

- Accidental damage to sanitary-ware (toilet bowls, cisterns, and other fittings) but not more than R50 000 (fifty thousand rand) per claim. You will be responsible for an excess of R1 000 (one thousand rand) per event. Additional cover maybe purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided;
- Any additional peril stated in the Schedule;
- Theft, or any attempted theft where we can see that there has been forcible and violent entry into the building or exit from the building. If any of the insured buildings or buildings containing Your insured property are unoccupied for 31 (thirty one) or more consecutive days, this cover will fall away;
- If, before any damage occurs, You advise Us that the building is or will be unoccupied for the aforementioned period, We may agree to extend this cover for that time but subject to additional terms and conditions. During the initial 31 (thirty one) consecutive days, You will be responsible for 20% (twenty percent) of the claim before the deduction of any excess;
- Loss of or damage to shade nets and canopies in the open, at the insured premises and which is has been included in the sum insured, caused by hail, wind, snow or storms but not more than R50 000 (fifty thousand rand) per claim. You must ensure that the value of the shade nets and canopies is included in 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.

Sub-Section B: Public supply connections

DEFINED EVENTS (WHAT WE COVER YOU FOR)

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

Sub-Section C: Rent

DEFINED EVENTS (WHAT WE COVER YOU FOR)

- If Your business is a hotel, boarding house, bed and breakfast facility or something similar:
If the insured property is damaged by any of the insured perils specified in Sub-section A: Property and is untenable (including partially untenable), We will pay for loss of rent but only up to 30% (thirty percent) of the sum insured applicable to buildings, plant and machinery and only for the period it takes to reinstate the property. If You are leasing the building(s), plant and machinery from someone, the calculation will be based on the rent payable immediately before the damage occurred. If someone is renting the building(s), plant and machinery from You, then the calculation will be based on the equivalent in rental value You would have received from a single legal entity.
- If Your business is anything other than as stated above:
If the insured property is damaged by any of the specified perils and is untenable (including partially untenable), We will pay for loss of rent but only up to 30% (thirty percent) of the sum insured on the affected property and only for the period it takes to reinstate the property. The calculation will be based on the rent payable immediately before the damage occurred or its equivalent in rental value.

Sub-Section D: Liability

DEFINED EVENTS (WHAT WE COVER YOU FOR)

We will pay up to R2 500 000 (two million five hundred thousand rand) per event or series of events with one original cause or source, for damages which You are legally liable to pay, as the owner of the insured property, following accidental death, bodily injury or illness of any person (injury) or accidental loss or physical damage to tangible property (damage) which happened during the insurance period in, on or about the insured property.

The limit of indemnity (the amount that We will pay) will include any legal costs that a third party can recover from You as well as other costs and expenses which We have agreed to.

We will not pay for:

- Injury or damage to:
 - any person employed by You under a contract of service or apprenticeship and arising directly from or during such employment;
 - any other person resulting from the ownership or use by You or on Your behalf of any mechanically propelled vehicles (except pedal cycles and lawnmowers);
- damage to property:
 - that belongs to You;
 - that is in Your custody or control;
 - that is in the custody or control of any of Your employees;
 - caused by the vibration or weakening of or interference with support to any land, building or structure.
- liability that You agreed to unless You would have been liable without this agreement;
- liability in respect of injury, damage or loss of use of property caused by seepage, pollution or contamination unless it was caused by a sudden, unintended and unforeseen event for which You have cover under this policy;
- the cost of removing, nullifying or cleaning up seepage, pollution or contamination unless it was caused by a sudden, unintended and unforeseen event for which You have cover under this policy;
- fines, penalties, punitive, exemplary or vindictive damages;

- damages in respect of judgements delivered or obtained in the first instance unless it is awarded by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho or Swaziland;
- costs and expenses of litigation that You are legally responsible to pay to a third party unless incurred and recoverable in the areas noted in the point above.

Memoranda to Sub-Section D: Liability

- If more than one person or entity is named in the Schedule and any liability arises between You, You will be treated as if a separate policy had been issued to each person or entity but the maximum amount payable will never be more than the limit of indemnity stated in the Schedule.
- As long as the total amount that We will need to pay does not exceed the limit of indemnity stated in the Schedule, We will also indemnify, as if a separate policy had been issued to each:
 - in the unfortunate event of Your death, any personal representative that is held liable on Your behalf;
 - if requested by You, any of Your partners, directors, members or employees against any claim where You are entitled to payment under this section of the policy.
- If, at the time of loss, You have other policies in place providing the same cover as this sub-section, We will not contribute to any payment for such claim but We will consider payment over and above what has been settled by the other insurance.
- We will indemnify You should You become legally liable for the acts or omissions of the employees of a garden service firm contracted by You to maintain the gardens at the insured premises but only in the course of their employment at these premises.

CLAUSES AND EXTENSIONS (ADDITIONAL COVERS TO ASSIST YOU)

Architects and other professional fees

Cover under sub-section A: Property is extended to include professional fees (for estimates, plans, specifications, quantities, tenders and supervision) that You need to pay in the reinstatement or replacement of the insured property following damage by a defined event. Payment will be limited to 20% (twenty percent) of the amount payable in respect of such damage and the total amount recoverable may not exceed the sum insured of the affected property (this does not include expenses relating to the preparation of Your claim).

Capital additions

You are covered for any alteration, additions and improvements (but not appreciation in value which is more than the sum(s) insured) to the insured property, up to 20% (twenty percent) of the sum insured stated in the Schedule. However, You must advise Us of these alterations, additions and improvement every four months during the period of insurance and pay any additional premium due to Us.

Cost of demolition, clearing and erection of hoardings

You are also covered for any expenses necessarily incurred in the demolition of the insured property damaged by a defined event as well as the removal of debris from the site of the property that has been damaged or destroyed and the area immediately next to it and in providing, erecting and maintaining hoardings that may be needed during the demolition, site clearing and/or building operations. The total amount recoverable may not be more than the sum insured on the property.

We will not pay for:

- any costs or expenses arising from pollution or contamination of property that is not insured by this section or policy.

Landscaping

We will pay up to R10 000 (ten thousand rand) towards the cost of replacing trees, shrubs, lawns, plants and fixed sprinkler installations situated at the grounds of the insured buildings stated in the Schedule if the loss or damage is caused by:

- fire, explosion or firefighting operations;
- any other emergency service operations;

- impact by vehicles or aircraft or other aerial devices;
- any deliberate or malicious act.

We will not pay for:

- losses caused by theft or attempted theft.

Mortgagee

The interest of any mortgagee in the property insured by You shall not be discriminated against due to any act or omission by the mortgagor without the mortgagee's knowledge. The mortgagee must however notify Us as soon as they become aware of any such act or omission and pay any additional premium due from the date of any increased hazard.

We will not pay for:

- Any fraudulent means or devices are used;
- Any fraudulent documents are given to Us, whether or not it was created by You, to support any claim under this policy;
- If the amount of the claim is deliberately exaggerated in any way for any reason at all.

If We pay Your claim and then discover that it was a fraudulent claim, You must pay the full amount back.

Motors and pumping equipment

If You suffer loss or damage to fixed filtration plant, water-pumping machinery, electronic gate motors or garage door machinery, due to an insured peril, We will pay to either repair or replace the item only up to R10 000 (ten thousand rand) per event and not more than R50 000 (fifty thousand rand) during any one insurance period, You will be responsible for an excess of 10% (ten percent) of the claim with a minimum of R500 (five hundred rand) per event.

We will not pay for:

- automatic pool cleaners;
- loss or damage that arises from wear and tear;
- wear and tear;
- gradual deterioration;
- defects that were existing when You bought this policy;
- a natural characteristic that causes goods to become damaged;
- losses that are covered under any warranty.

Municipal scrutiny plans

Cover under sub-section A: Property is extended to include municipal plan scrutiny fees but only if the total amount recoverable is not more than the sum insured of the affected property as stated in the Schedule.

Public authority's requirements

When repairing or rebuilding the damaged property there may be additional costs to ensure compliance with government and/or local authority requirements. We will pay for these additional costs;

PROVIDED THAT:

- the costs do not exceed the sum insured of the property as stated in the Schedule;
- the work of repairing or rebuilding must start and be carried out within a reasonable time and if required by the above regulations, the rebuilding may take place on another site as long as this not does not increase the cost of the claim;
- any terms, exceptions and conditions of this section which results in reduced cover of the item, will also apply to this extension;
- the total amount recoverable is not more than the sum insured of the property as stated in the Schedule.

We will not pay for:

- damage that is not insured under this section or occurring before cover inception;
- undamaged property or undamaged portions of property other than foundations;
- any costs if the building did not comply and/or notice had been served on You prior to the event;
- the additional cost that would have been needed to make the condition of the property the same as if new had the need to comply with the above requirements not arisen;
- any rate, tax, duty, development or other charges or assessment arising from capital appreciation.

Railway and other subrogation

You will not be prejudiced by signing the 'Transnet Cartage (Hazardous Premises) Indemnity' clause or any other special agreements with Transnet regarding private sidings or any similar agreements with governing bodies.

Reinstatement value conditions

In the event of property being damaged, the amount payable will be calculated based on the cost of replacing or reinstating the property on the same site, of a similar kind but not superior to, the insured property when new;

PROVIDED THAT:

- the replacement or reinstatement must be carried out within a reasonable time (it may be on another site as long as Our liability does not increase);
- We will only pay You once the costs for replacing or reinstating the property has been incurred by You;
- the condition of average applies;
- You must let us know within 6 (six) months of the date of damage (or any other period that We have agreed to) that you plan to replace or reinstate the property;
- You must agree to reinstate or replace the property on the same or another site.

Temporary repairs and measures after a loss

Should You need to make temporary repairs or take temporary measures following loss of or damage to insured property by an insured peril, We will pay for these costs but not more than R50 000 (fifty thousand rand) per event.

Temporary removal

Landlord's fixtures and fittings will be covered whilst temporarily removed from the insured premises to any other premises, including transit by road, rail or inland waterway, for cleaning, renovation, repair or something similar. If property is temporarily removed for any other reason, then payment will be limited to 20% (twenty percent) of the sum insured applicable to the item.

The other premises must be within the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Zambia, Mozambique and Malawi and the amount payable will not be more than if the loss had occurred on the insured premises.

Water leaks/loss of water

We will pay for the cost of water lost through a leaking pipe in any building, unit or on common property for which You are responsible;

PROVIDED THAT:

- You will only be paid for the cost of additional water consumption if a quarterly water meter reading is over 50% (fifty percent) higher than the average of the previous four quarterly meter readings;
- We will not pay more than R15 000 (fifteen thousand rand) per event and no more than R50 000 (fifty thousand rand) per insurance period;
- on discovery of a leak (by physical evidence or an abnormally high water reading on your account) You take immediate steps to identify and repair the leaking apparatus/pipes;
- We will also pay up to R5 000 (five thousand rand) per event but no more than R10 000 (ten thousand rand) per insurance period for the cost of identifying water leaks on the insured premises;

- in addition, We will also pay up to R5 000 (five thousand rand) per event but no more than R10 000 (ten thousand rand) per insurance period, for the cost of filling up swimming pools or ponds following maintenance or repairs.

We will not pay for:

- costs towards remedial action including repairs to the affected apparatus or pipes;
- losses resulting from:
 - leaking taps, geysers, toilet systems, swimming pools or any other water tank;
 - any deliberate act by You;
 - taps that are left open after use;
 - any unit left unoccupied for more than 31 (thirty one) consecutive days.

Tenants

Your cover will not be affected by any act or omission on the part of any owner of a building (if you are renting) or any tenant (other than You), without your knowledge. You must inform Us as soon as You become aware of any such act or omission which is in contravention of any of the terms, exceptions or conditions of this section, and pay an additional premium from the date of any increased risk.

OPTIONAL CLAUSES AND EXTENSIONS (ADDITIONAL COVERS YOU CAN BUY AND MUST BE STATED IN THE SCHEDULE)

Average extension: Day One Basis (non-adjustable)

The items to which this extension of cover applies must be noted in the Schedule together with their declared values and applicable premiums payable.

‘Declared Value’ means that You assessed the cost or reinstating the insured property as at the start of the insurance period (ignoring inflation and taking into account the first paragraph of the reinstatement value Condition) and made allowance for:

- additional costs to comply with Public Authority Requirements;
- architects’ and other professional fees;
- costs of demolition and clearing and erection of hoardings.

At the start of each insurance period You need to declare the new calculated value (including the items noted above) otherwise We will accept that the declared value for the previous period of insurance will apply. We will not pay more than the sum insured stated in the Schedule

The condition of average is restated as follows:

“Every item insured under these conditions is declared to be separately subject to the following condition of average:

if, at the time of damage, the declared value of the property is less than the cost of reinstatement at the start of the period of insurance, then Our share of any loss insured under this section will be limited to the portion that the declared value bears to the cost of reinstatement.”

The following special memorandum is added to the reinstatement value conditions:

If, due to any these conditions, payment is limited to the amount that would have been paid if this extension had not been selected, Your rights and liabilities and Our rights and liabilities in respect of the destruction or damage will be subject to the terms and conditions of the policy including the condition of average, except that the total amount payable will be limited to maximum of the percentage of the declared value as stated in the Schedule.

The capital additions clause is restated as follows:

“You are covered for any alterations, additions and improvements (but not appreciation in value which is more than the sum(s) insured) to the insured property, excluding stock and materials in trade, up to a limit of 10% (ten percent) of the sum insured stated in the Schedule. However, You must advise Us of these alterations, additions and improvement every four months during the period of insurance and pay any additional premium due to Us.”

Escalator

During each period of insurance, the sum(s) insured will be increased the percentage noted on the Schedule. Unless otherwise agreed, this extension will only apply to the sum(s) insured selected at the start of the insurance period.

At each annual renewal of cover You need to let Us know what the new sum(s) insured are to be for the next period of insurance as well as the percentage increase needed for this period. Otherwise We will accept that the sum(s) insured and percentage increase of the previous period of insurance will apply.

Prevention of access (this applies to Sub-Section C)

If property situated within a 25km (twenty five kilometer) radius of Your insured property is physically damaged by any of the defined events listed under sub-section A: Property and this prevents or hinders access to Your premises, We will pay for any loss of rent You may incur but not more than 25% (twenty five percent) of the sum insured on the affected property per event and no more than R500 000 (five hundred thousand rand) per insurance period. The calculation will be based on the rent payable immediately before the loss or damage or its equivalent rental value.

Theft of internal fixtures and fittings

The defined event stated under Sub-section A relating to Theft is extended to include theft of external fixtures and fittings of any insured building(s) stated in the Schedule;

PROVIDED THAT:

You can prove that there are signs of forcible and violent entry into the premises or exit from the premises or any attempt thereat, or as a result of theft or attempted theft following violence or threat of violence. You will be responsible for an excess of 10% (ten percent) of the claim with a minimum of R750 (seven hundred and fifty rand) per event.

Subsidence and Landslip (extended cover) – Only if stated in the schedule to apply

You are covered for loss or damage to the insured property caused by the sinking, downward or lateral movement of the land that supports it, due to natural shifts or human activity (subsidence, landslip or heave).

We will not pay for loss or damage caused by:

- normal settlement, shrinkage or expansion of the land supporting the property;
- alterations, additions or repairs to the property;
- compaction or infill;
- defective or faulty design, materials or workmanship;
- excavations unless its caused by any mining operations;
- contraction or expansion of soil, clay or similar types, moist or damp;
- removal or weakening of support to the insured property.

We will also not pay for:

- loss or damage to septic or conservancy tanks, drains, water courses unless the building(s) is damaged at the same time by the same event;
- any form of consequential loss;
- damage that was already there at the start of this cover.

You will be responsible for an excess of 5% (five percent) of the claim with a minimum of R5 000 (five thousand rand) per event and if needed, You must be able to prove that the loss or damage was in fact caused by subsidence, landslip or heave.

Riot and strike

You are covered for loss of or damage to the insured property caused by:

- civil commotion, labour disturbances, riot, strike or lockout;
- the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any event noted above.

We will not pay for:

- damages that occur within the Republic of South Africa or Namibia;
- any kind of consequential or indirect loss or damage unless it is loss of rent insured under this section;
- loss or damage caused by total or partial stoppage of work, or the slowing down or interruption or stoppage of any process or operation;
- loss or damage due to confiscation, commandeering or requisition (whether permanent or temporary) by any lawfully constituted authority;
- loss or damage due to war, acts of a foreign enemy, warlike operations (whether war has been declared or not or civil war);
- loss or damage arising from military uprising or usurped power, martial law, rebellion or revolution that determines the proclamation or maintenance of martial law;
- loss or damage due to any act whether it is on behalf of a person, a body or persons or organisation that is calculated to overthrow the government, local, tribal or provincial authority with force, fear, terrorism, violence or protest against them;
- loss or damage arising from any act that is calculated to bring about loss or damage to further any political aim, to bring about social or economic change.

Wild baboons and monkeys (buildings)

We will pay for loss or damage to the insured building(s) and outbuilding(s) caused by wild baboons or monkeys. For this extension of cover, wild baboons and monkeys will not be regarded as vermin.

We will not pay more than the sum insured stated in the Schedule and You will be responsible for an excess of 10% (ten percent) of the claim with a minimum of R500 (five hundred rand) per event.

OFFICE CONTENTS

This section is divided into sub-sections, each of which offers a different type of cover that applies to Your office contents.

Sub-Section A: Contents

DEFINITION OF CONTENTS

- Contents refers to:
 - All the contents kept in Your office and/or consulting room situated on the insured premises including landlord's fixtures and fittings that You own or are legally responsible for;
 - Property that belongs to any of Your permanent employees, directors or partners but only up to R10 000 (ten thousand rand) per person and not exceeding R20 000 (twenty thousand rand) combined for all persons per event.
- Loss or damage to documents insured under sub-section C: Documents and the consequences thereof covered under sub-section D: Liability Documents.
- Loss and expenses as noted under sub-section B: Rent and sub-section E: Increase in Cost of Working.
- Payment in respect of documents, manuscripts, business books, plans, designs, patterns, models and moulds will be restricted to the value of materials needed and cost of labour.

Items that are excluded from the definition of Contents are:

- electronic data and processing equipment of any type or kind;
- computers including hardware, software and accessories;
- copier machines and scanners that form part of a data system or network.

DEFINED EVENTS (WHAT WE COVER YOU FOR)

Events that are covered

- Fire;
- Lightning and thunderbolt;
- Subterranean fire (this is a fire that starts underground);
- Explosion;
- Earthquake (even if it arises due to mining operations), volcanic eruption or convulsion. This excludes any loss or damage to property being used in the underground workings of any mine;
- Special perils
 - storm, wind, water, hail or snow but excluding damage to property:
 - undergoing any process that requires the use or application of water;
 - caused by a tidal wave that originated from an earthquake;
 - being used in the underground workings of any mine;
 - left in the open unless it was designed to be in the open, unless you specifically insured this as a separate item in the Schedule;
 - being a structure that is not completely roofed, unless you specifically insured this as a separate item in the Schedule;
 - damage caused by aircraft, aerial devices or articles dropped from it;
 - damage caused by impact by animals, trees, aerials, satellite dishes or vehicles but we will not cover the damage to these animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles.

These special perils do not cover:

- wear and tear or gradual deterioration (happens over time);
- damaged that is caused by or aggravated by:
 - leakage or discharge from a sprinkler or drencher system in the insured buildings for more than R10 000 (ten thousand rand) or the amount stated in the Schedule;
 - subsidence or landslip;
 - damage caused to property because You did not take all reasonable precautions to maintain the property and ensure that it is safe or to minimize any damage;
 - mildew, damp, rising damp, rise in the underground water table, rust, corrosion or rot.
- Accidental damage to sanitary-ware (toilet bowls, cisterns, and other fittings) and fixed glass but not more than R50 000 (fifty thousand rand) per claim. You will be responsible for an excess of R1 000 (one thousand rand) per claim;
- Theft, or any attempted theft where We can see that there has been forcible and violent entry into the building or exit from the building or any theft (or attempted theft) following violence or threat of violence. We will not pay any more than 25% (twenty five percent) of the sum insured stated in sub-section A: Contents. Additional cover may be purchased in which case the limit stated in the schedule will be over and above the automatic cover provided;
- You will be responsible for an excess of 10% (ten percent) of the claim with a minimum of R500 (five hundred rand) per event or the amount stated in the Schedule.

We will not pay for:

- loss or damage to property outside of the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Zambia, Malawi and Mozambique;
- loss or damage to designs, patterns, models or moulds (unless insured under sub-section A: Contents), stock in trade, samples, motor vehicles and motor vehicle accessories, money, securities, stamps, jewellery or precious stones;
- any form of consequential loss.

Sub-Section B: Rent

DEFINED EVENTS (WHAT WE COVER YOU FOR)

If the office premises (or a part thereof) is damaged by any of the perils specified in sub-section A: Contents and is uninhabitable, We will pay for loss of rent actually incurred but only up to 30% (thirty percent) of the sum insured or value (whichever is less) of all contents of the office premises affected and only for the period it takes to reinstate the property. For this sub-Section, the term 'office premises' extends to include any premises, or part thereof, which is near the office premises, damage to which prevents or limits access to the office premises.

Sub-Section C: Documents

DEFINITION OF DOCUMENTS

Documents refers to:

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 which You own or are legally responsible for and which You use in Your business, **excluding money, current postage or revenue stamps, cancelled and un-cancelled 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' also includes computer software and computer data carrying media unless otherwise stated in the Schedule as well as all the types of document described above that are in electronic format.

Cover will be subject to duplicate records being kept at another premises, away from the insured premises.

Payment will be limited to all costs, charges and expenses that You have incurred in replacing or restoring these documents.

DEFINED EVENTS (WHAT WE COVER YOU FOR)

We will pay up to R50 000 (fifty thousand rand) per event toward labour and reinstatement costs following loss of or damage to documents by any peril not specifically excluded and that are normally kept at the office premises. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

We will not pay for:

- loss or damage that is caused by:
 - electric, electronic or magnetic injury, disturbance or reassurance or electronic or magnetic recordings unless it is caused by lightning;
 - vermin, or any defect that existed prior to the start date of cover or by processing, copying or any other work on the documents;
 - the dishonesty of any of Your principles, partners or directors whether they were acting alone or with the assistance of somebody else. This exception will not apply to a director who is also an employee and whom You have the right at all times to govern, control and direct in the performance of their work in Your service and in the course of the business.
- loss or damage that is caused by wear and tear and gradual deterioration (happens over time);
- any costs related to re-shooting films and audio visual material or re-recording of audio tapes.

Sub-Section D: Liability documents

DEFINED EVENTS (WHAT WE COVER YOU FOR)

We will pay up to R50 000 (fifty thousand rand) per event for legal liability to others, caused directly by the loss or damage to documents for which You can claim under sub-section C: Documents.

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

We will not pay for:

- any liability that You have assumed under any contract, undertaking or agreement unless You would still have been liable without entering into such contract, undertaking or agreement;
- any liability if Your claim under sub-section C: Documents is rejected;
- Any cyber related liability.

MEMORANDA TO SUB-SECTION D: LIABILITY DOCUMENTS

For the purposes of this sub-section only, the 'War, riot and terrorism' General Exclusion 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 in consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power".

Sub-Section E: Increase in cost of working

DEFINED EVENTS (WHAT WE COVER YOU FOR)

We will pay up to 25% (twenty five percent) of sum insured in terms of sub-section A: Contents towards any additional costs that You may reasonably incur to maintain the normal operation of Your business following a claim which we have settled or accepted liability for under sub-sections A or C.

SPECIAL PROVISION

Burglar alarm warranty

We require that You install a burglar alarm system in all the insured premises and comply with the following conditions,

otherwise theft cover will be excluded:

You must also make sure that:

- The burglar alarm must be activated whenever the premises is not open for normal business unless You, one of Your directors, partners or employees are in attendance;
- We will not pay for any loss or damage to the insured property if entry was gained using keys, the keypad code or remote control of the burglar alarm, or any duplicates, belonging to You unless these items were stolen;
- Your contract with the burglar alarm company must include the services of a 24 (twenty four) hour armed response unit;
- The control panel must have an event log that records the arming and disarming of the alarm and in the event of a claim, We will be entitled to ask for a copy of the applicable log;
- A maintenance contract must be in place with the installation/service company of the alarm system and You must ensure that all Your obligations are met in accordance with this contract and that the alarm is always in proper working order. If, however, the alarm system is not operative due to the failure of the public supply of electricity at the terminal ends of the supply authority's service feeders, We will still honor Your valid claim, as long as the failure is not due to any act or omission on Your part.

CLAUSES AND EXTENSIONS (ADDITIONAL COVERS TO ASSIST YOU)

Alterations and misdescription

Should there be any alteration or misdescription of occupancy relating to Your business, whether due to the transfer of processes or machinery or by acquisition of additional premises, structural alterations or repairs to buildings, machinery or plant, We will still pay any valid claims as long as You let Us know as soon as practicable after the event and agree to pay any additional premium if required.

Capital additions

You are covered for any alteration, additions and improvements (but not appreciation in value which is more than the sum(s) insured) to the insured property up to 20% (twenty percent) of the sum insured stated in the Schedule. However, You must advise Us of these alterations, additions and improvement at the end of each insurance period and pay any additional premium due to Us.

New and additional premises

If You are operating from any offices or consulting rooms that are situated within the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Zambia, Malawi and Mozambique but stated in the Schedule, We will extend cover under this section to include these new or additional premises;

PROVIDED THAT:

but You notify Us within a reasonable time of taking occupation. An additional premium may be charged from the time of occupation to the end of the insurance period. However, if these premises are insured elsewhere You may not claim against this policy.

Removal of debris

Following loss or damage to the insured property by a defined event, we will pay for any costs or expenses necessarily incurred in the removal of debris from the site of the property that has been damaged or destroyed and the area immediately next to it. The total amount recoverable may not be more than the sum insured on the property.

We will not pay for:

- any costs or expenses arising from pollution or contamination of property that is not insured by this section or policy.

Replacement value conditions

In the event of a valid claim, the amount payable will be calculated based on:

- the replacement of the contents with similar property that is either in the same condition but not better or more extensive compared to what You had when it was new;

- or the repair of the contents to a condition similar to what it was before the damage but not better than its condition when new.

The condition of average applies to the extension.

Temporary removal

Property noted on Your Schedule will be covered whilst temporarily removed from the insured premises to any other premises, including transit by road, rail or inland waterway, for cleaning, renovation, repair or something similar. If property is temporarily removed for any other reason, then payment will be limited to 20% (twenty percent) of the sum insured applicable to the item.

The other premises must be within the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Zambia, Mozambique and Malawi and the amount payable will not be more than if the loss had occurred on the insured premises.

Temporary measures and repairs after a loss

Should You need to make temporary repairs or take temporary measures following loss of or damage to insured property by an insured peril, We will pay for these costs but not more than R50 000 (fifty thousand rand) per event.

Tenants

Your cover will not be affected by any act or omission on the part of any owner of a building (if you are renting) or any tenant (other than You), without your knowledge. You must inform Us as soon as You become aware of any such act or omission which is in contravention of any of the terms, exceptions or conditions of this section, and pay an additional premium from the date of any increased risk.

OPTIONAL CLAUSES AND EXTENSIONS (ADDITIONAL COVERS YOU CAN BUY TO BE STATED ON THE SCHEDULE)

Leakage- first loss

We will pay for damage caused by discharge or leakage from any sprinkler, drencher system or fire-extinguishing installation/appliances but only up to the limit stated in the Schedule.

The condition of average is restated as follows:

“If the property insured, at the time of damage by discharge or leakage, is collectively of greater value than the sum insured selected against fire damage, then We will only pay the proportion of the first loss limit stated in the Schedule as the sum insured against fire bears to the total value of the property and You will need to pay for the difference and bear a ratable share of the loss. Every item, if there is more than one, will be separately subject to this clause.”

In respect of this extension only, the exclusion under the defined events applicable to special perils and relating to damage to property undergoing any process that requires the use or application of water, is deleted.

Theft

The defined event under sub-section A: Contents relating to theft is deleted and replaced by:

Theft or any attempted theft, except if it is by You, Your directors, partners or employees. We will not pay more than 25% (twenty five percent) of sum insured stated in sub-section A: Contents and You will be responsible for an excess of 10% (ten percent) of the claim with a minimum of R500 (five hundred rand) per event or the amount stated in the Schedule.

The condition of average will not apply to this optional extension.

Riot and strike

You are covered for loss of or damage to the insured property caused by:

- civil commotion, labour disturbances, riot, strike or lockout;
- the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any event noted above.

We will not pay for:

- damages that occur within the Republic of South Africa or Namibia;
- any kind of consequential or indirect loss or damage unless it is loss of rent insured under this section;
- loss or damage caused by total or partial stoppage of work, or the slowing down or interruption or stoppage of any process or operation;
- loss or damage due to confiscation, commandeering or requisition (whether permanent or temporary) by any lawfully constituted authority;
- loss or damage due to war, acts of a foreign enemy, warlike operations (whether war has been declared or not) or civil war;
- loss or damage arising from military uprising or usurped power, martial law, rebellion or revolution that determines the proclamation or maintenance of martial law;
- loss or damage due to any act whether it is on behalf of a person, a body or persons or organisation that is calculated to overthrow the government, local, tribal or provincial authority with force, fear, terrorism, violence or protest against them;
- loss or damage arising from any act that is calculated to bring about loss or damage to further any political aim, to bring about social or economic change.

Wild baboons and monkeys (contents)

We will pay for loss or damage to the contents of the insured building(s) and outbuilding(s) caused by baboons or monkeys. For this extension of cover, wild baboons and monkeys will not be regarded as vermin.

We will not pay more than the sum insured stated in the Schedule and You will be responsible for an excess of 10% (ten percent) of the claim with a minimum of R500 (five hundred rand) per event.

BUSINESS INTERRUPTION

DEFINED EVENTS (WHAT WE COVER YOU FOR)

We will cover You for income lost due to the interruption of or interference with Your business activities because of a valid claim submitted under the following sections:

- Fire;
- Buildings combined;
- Office contents;
- any other specified peril causing material damage insurance covering Your interests.

Example: In the instance that you have a stock through put policy through our Hollard Marine division only you may insure your business interruption cover under this policy.

but only in respect of perils insured under the Fire section of this policy and any additional perils stated in the Schedule (termed damage).

The loss or damage claimed for must have occurred at the insured premises and during the insurance period stated in the Schedule. If the claim falls within Your excess, We will not be liable to pay any additional amounts.

Cover under this section and payment of Your claim will be subject to the following specific conditions being met:

1. **If Your business is wound up or carried on by a liquidator or business rescue practitioner or is permanently discontinued, You will no longer be able to claim under this section unless We have agreed otherwise.**
2. Once damage has occurred for which a claim can be submitted under this section, You must take all reasonable actions or precautions to minimize any interruption of or interference with the business or to avoid or diminish the loss.
3. We will need You to, within 31 (thirty one) days after the expiry of the indemnity period, provide Us with a written statement noting the details of Your claim as well as details of any other insurance covering the loss.
4. You will also need to provide Us with any financial records that We require to process or investigate Your claim.
5. If You do not meet the terms of these specific conditions, any provisional payment(s) made by Us must be returned in full.

DEFINITIONS

There are some words or terms used in this section that You may not be familiar with. We have therefore included some definitions to assist You:

Indemnity period	The period starting with the date that the damage occurred and ending no later than the following number of months, as stated in the Schedule, during which the results of the business is affected. damage.
Turnover	The money paid or payable to You for goods sold and delivered and for services rendered in the course of the business at the premises.
Revenue	The money paid or payable to You for goods sold and for services rendered in the course of the business at the premises.
Gross rentals	The money paid or payable to You by tenants for the rental of the premises and for services rendered.

Gross profit – difference basis	<p>The amount by which:</p> <ul style="list-style-type: none"> ○ the sum of the turnover and the amount of the closing stock shall exceed; ○ the sum of the amount of the opening stock and the amount of the uninsured costs. <p>The amount of the opening and closing stocks shall be arrived at in accordance with Your normal accountancy methods, provision will be made for depreciation.</p>
Gross profit – additions basis	<p>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 the portion of any net trading loss as the amount of the insured standing charges bears to all the standing charges of the business.</p>
Uninsured costs	<p>As specified in the Schedule (the words and expressions used shall have the meaning usually attached to them in Your books and accounts).</p>
Net profit	<p>The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from Your business at the premises after provision has been made for all standing and other charges including depreciation, but before the deduction of any tax due on profits.</p>
Insured standing charges	<p>As specified in the Schedule (the words and expressions used shall have the meaning usually given to them in the Your books of account).</p>

<i>Standard turnover, standard revenue and/or standard gross rentals</i>	<p>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.</p> <p>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.</p>
<i>Annual turnover, annual revenue and/or annual gross rentals</i>	
<i>Rate of gross profit</i>	

Memorandum applicable to all definitions:

If, during the indemnity period, goods are sold or services rendered at any other place for the benefit of the business either by You or by others on Your behalf, the money paid or payable in respect of these sales or services, will be brought into account in arriving at the turnover, revenue or gross rentals, during the indemnity period.

ITEMS THAT CAN BE INSURED

Item 1. Gross profit (difference basis)

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

- reduction in turnover; and
- increase in cost of working;

We will pay for:

- **Reduction in turnover**
This is the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period, as a result of the damage, falls short of the standard turnover;
- **Increase in cost of working**
Any additional expenses that You may need to pay to avoid or minimize the reduction in turnover during the indemnity period. This amount cannot exceed the sum produced by applying the rate of gross profit to the amount of the reduction that was avoided;

We will subtract any amount saved during the indemnity period in respect of business charges and expenses, payable out of gross profit, that may cease or be reduced following the damage. Any amount payable will be proportionately reduced if the gross profit sum insured is less than the amount calculated when applying the rate of gross profit to the annual turnover, if the indemnity period is 12 (twelve) months or less, or the appropriate multiple of annual turnover where the indemnity period is more than 12 (twelve) months.

Item 1. Gross profit (additions basis)

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

- reduction in turnover; and
- increase in cost of working;

We will pay for:

- **Reduction in turnover**
This is the sum produced by applying the rate of gross profit to the amount by which the turnover, during the indemnity period, as a result of the damage, falls short of the standard turnover;
- **Increase in cost of working**
Any additional expenses that You may need to pay to avoid or minimize the reduction in turnover during the indemnity period following damage. This amount cannot exceed the sum produced by applying the rate of gross profit to the amount of the reduction that was avoided;

We will subtract any amount saved during the indemnity period in respect of insured standing charges that may cease or be reduced following. Any amount payable will be proportionately reduced if the gross profit sum insured is less than the amount calculated when applying the rate of gross profit to the annual turnover, if the indemnity period is 12 (twelve) months or less, or the appropriate multiple of annual turnover where the indemnity period is more than 12 (twelve) months.

Memorandum

If any standing charges of the business are not insured under this section, then We will calculate the amount due under increase in cost of working using the proportion of the additional expenditure that will be brought into account that 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

Cover under this item is limited to:

- loss of gross rentals; and
- increase in cost of working;

We will pay for:

- **Loss of gross rentals**
The amount by which gross rentals, during the indemnity period, as a result of the damage, falls short of the standard gross rentals;

- **Increase in cost of working**

Any additional expenses that You may need to pay to avoid or minimise loss of gross rentals during the indemnity period following damage. This amount cannot exceed the amount of the loss of gross rentals that was avoided;

We will subtract any amount saved during the indemnity period in respect of business charges and expenses payable out of the gross rentals that may cease or be reduced following the damage. Any amount payable will be proportionately reduced if the gross rentals sum insured is less than annual gross rentals, if the indemnity period is 12 (twelve) months or less, or the appropriate multiple of annual gross rentals if the indemnity period is more than 12 (twelve) months.

Item 3. Revenue

Cover under this item is limited to:

- loss of revenue; and
- increase in cost of working;

We will pay for:

- **Loss of revenue**

The amount by which the revenue, during the indemnity period, as a result of the damage, falls short of the standard revenue;

- **Increase in cost of working**

Any additional expenses that You may need to pay to avoid or minimize loss of revenue during the indemnity period following damage. This amount cannot exceed the amount of loss of revenue that was avoided;

We will subtract any amount saved during the indemnity period in respect of business charges and expenses payable out of the revenue that may cease or be reduced following the damage. Any amount payable is proportionately reduced if the revenue sum insured is less than annual revenue, if the indemnity period is 12 (twelve) months or less, or the appropriate multiple of annual revenue if the indemnity period is more than 12 (twelve) months.

Item 4. Additional Increase in cost of working

Cover is limited to the reasonable costs (not recoverable under other items and which have been agreed by Us) that You have incurred to maintain the normal operation of Your business during the indemnity period. The amount payable will not exceed the sum insured stated in the Schedule and must be incurred with our consent only .

Item 5. Wages (based on the number of weeks)

Cover is limited to the loss that You incur due to the payment of wages for a period starting when the damage occurred and ending no later than the number of weeks specified in the Schedule. The amount payable will be based on the actual wages paid to employees whose services cannot, following damage, be used at all as well as a proportionate share of wages paid to employees whose services cannot be fully utilized.

If the sum insured under this item is less than the total of all the employees' wages that would have been paid during the specified number of weeks had the damage not occurred, the payment will be proportionately reduced.

Item 6. Fines and penalties for breach of contract

Cover is limited to fines or penalties for breach of contract and settlement will be based on the amount You are legally liable to pay, and will pay, in discharge of fines and penalties that You incurred because, following damage, You were unable to complete orders or orders were completed later than the promised date in terms of a contract.

CLAUSES AND EXTENSIONS (ADDITIONAL COVERS TO ASSIST YOU)

Accountants

In the event of a claim, We will accept any particulars or details contained in Your books of account or other business books or records that have been produced and certified by Your auditors or professional accountants.

Accumulated stocks When calculating the final settlement amount of Your claim, an equitable allowance will be made If You used Your accumulated stock to temporarily maintain Your turnover or revenue following damage.

Departmental

If Your business is conducted in departments or branches and the independent trading results can be determined for each, the provisions under items 1, 2 or 3 relating to reduction in turnover/gross rentals/revenue and increase in cost of working, will apply separately to each department or branch affected by the damage. However, if the sum insured of the relevant item stated in the Schedule is less than the total amount that should have been insured for all branches or departments (as noted under Items 1, 2 and 3), the amount payable shall be proportionately reduced.

Deposit premium

At the start of the insurance period You can choose to pay a provisional premium based on 75% (seventy five percent) of the sum insured under item 1, 2 or 3. If, at the end of the insurance period, the actual gross profit/gross rentals/revenue earned (proportionally increased if the indemnity period is more than 12 (twelve) months) during the financial year nearly concurrent with the insurance period is more or less than 75% (seventy five percent) of the sum insured, the premium will be adjusted accordingly but by no more than 33.3% (thirty three and one third percent) of the provisional premium paid. In the event of a claim being made under this section, the amount paid or payable will be regarded as actually earned.

Output (alternative basis)

You can choose to substitute the term “output” with “turnover” and, for the purpose of this section, “output” will mean the sale or transfer value, as recorded in Your books, of goods manufactured or processed by You at Your premises;

PROVIDED THAT:

- only the meaning of output or the meaning of turnover can apply in connection with any one event resulting in interruption;
- if the meaning of output is used:
 - the accumulated stocks clause will be deleted;
 - the memo at the end of the definitions will read as:

“If, during the indemnity period, goods are manufactured or processed at any other premises for the benefit of the business either by You or by others on Your behalf, the sale or transfer of such goods will be brought into account in arriving at the output during the indemnity period.”

Salvage sale

If, during the indemnity period, You decide to have a salvage sale, reduction in turnover under item 1, for the purposes of the claim, will be amended as follows:

“This is 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), as a result of the damage, falls short of the standard turnover, less the gross profit actually earned during the period of the salvage sale.

Additional premises

If, during the currency of this section and for the purpose of the business, You occupy or have property at any new premises, the newly added premises will be covered as long as You notify Us within 31 (thirty one) days from the date of first occupancy of the additional premises and the sum insured noted in the Schedule for either gross profit/gross rentals/ revenue is adequate.

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

Apart from your own premises, you may depend on the use of another premises not under your control or you may have goods on the move. Damage, as provided for under this section at these premises is covered in the same way as if it resulted from the loss or damage at the premises stated in the schedule;

- **Contract sites**
Any situation that is not occupied by You where You are carrying out a contract.

- **Storage, transit and vehicle**
Your property while it is stored or it is in transit by air, road, rail or inland waterways or motor vehicles that belong to You, while anywhere other than the premises that You occupy.
- **Prevention of access**
If there is physical damage to or destruction of property situated within a 25km (twenty five kilometre) radius from the insured premises that hinders or prevents the use or access to Your premises, whether Your property is damaged or not, We will pay you up to 75% (seventy five percent) of the gross profit or gross Rentals or revenue sum insured but no more than R500 000 (five hundred thousand rand) for any one claim resulting from one event.

OPTIONAL CLAUSES AND EXTENSIONS (ADDITIONAL COVERS YOU CAN BUY WHICH MUST BE STATED ON THE SCHEDULE)

Accidental Damage

Cover is extended to include Your loss of income due to interruption of or interference with Your business activities following a valid claim submitted under the Accidental Damage section of this policy. We will not pay more than the sum insured stated in the schedule in respect of both this section and the Accidental Damage section combined.

The condition of average does not apply to this optional extension.

Theft by forcible entry

Cover is extended to include Your loss of income due to interruption of or interference with Your business activities following a valid claim submitted under the Theft section of this policy. We will not pay more than the sum insured stated in the schedule in respect of both this section and the Theft section combined. **This optional extension excludes theft or attempted theft by any of Your directors, partners, principals or employees.**

Other events

Notwithstanding the Infections and contagious disease General Exclusion, this section is extended include cover up to R100 000 (one hundred thousand rand) for loss resulting in the interruption of or interference with Your business due to the following causes occurring at the premises unless otherwise indicated:

- murder, suicide or rape;
- food or drink poisoning;
- contagious and infectious illness or disease at the premises or within in a 15km (fifteen kilometre) radius of the premises, **excluding the following:**
 - Coronavirus disease (COVID-19);
 - Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
 - Any mutation or variation of SARS-CoV-2;
 - Any SARS S related disease;
 - Any disease declared a pandemic by the World Health Organization;
 - Any fear or threat of the above.

This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to the loss, damage, cost or expense and regardless of whether or not there is any declaration of an outbreak of a pandemic by the WHO (World Health Organisation) or any national or international body or legal jurisdiction.

- closure of the premises due to defective sanitary arrangements, vermin or pests on the order of the competent local authority;
- shark attack or attack by wild animals within a radius 5km (five kilometres) from the premises;
- bomb threat or oil spill within 15km (fifteen kilometres) from the premises.

Indemnity period: The period during which the results of the business will be affected as a result of the damage being either the occurrence of the incident or the date on which restrictions on the premises are applied and ending not later than 3 (three) months thereafter.

Premises: The locations stated in the policy Schedule. The definition of insured premises shall not extend to include the premises of any of Your suppliers, customers, contractors or sub-contractors.

Turnover: The causes mentioned above must result in the reduction of Your turnover.

For the purposes of this extension, a municipal, provincial or national quarantine of the premises shall not result in cover in terms of the clause relating to contagious and infectious illness or disease unless there is evidence of the disease physically being present on the premises.

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

Your business activities may be dependent on supplies or services received from third parties situated at other premises, not under Your control. We will cover You for loss as insured by this section resulting from interruption of or interference with Your business activities following damage (as defined in the policy) at these premises as if damage had occurred at the insured premises.

Note: Each item listed below must be separately selected and paid for to enjoy cover.

○ **Specified suppliers/sub-contractors**

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

We will not pay more than 25% (twenty five percent) of the gross profit sum insured per event or R500 000 (five hundred thousand rand), whichever is less.

○ **Specified Customers**

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

We will not pay more than 25% (twenty five percent) of the gross profit sum insured per event or R500 000 (five hundred thousand rand), whichever is less.

○ **Unspecified suppliers**

The premises of any of Your direct suppliers, manufacturers, or processors of components, goods or materials but excluding the premises of any public supply undertaking from which You obtain electricity, gas or water and subject to the limits stated.

We will not pay more than 10% (ten percent) of the gross profit sum insured per event or R500 000 (five hundred thousand rand), whichever is less.

○ **Prevention of access – extended cover**

If there is physical damage to or destruction of property situated within a 25km (twenty five kilometre) radius from the premises that hinders or prevents the use of or access to the premises, whether Your premises or property is damaged or not.

We will pay you up to 75% (seventy five percent) of the gross profit or gross rentals or revenue sum insured but not more than R500 000 (five hundred thousand rand) for any one claim resulting from one event.

○ **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 insured premises.

We will pay you up to 75% (seventy five percent) of the gross profit or gross rentals or revenue sum insured but not more than R500 000 (five hundred thousand rand) for any one claim resulting from one event.

○ **Public utilities – extended cover**

Loss as insured resulting from interruption of or interference with the business due to the total or partial failure of the public supply of water, gas or electricity to the insured premises will be accepted as having resulted from damage (as defined in this policy).

We will not cover You for loss or damage due to:

- drought;
- pollution of water;
- shortage of fuel or water;
- a fault on any part of the installation belonging to the premises;
- any authority empowered by law taking intentional and organized action to withhold or restrict the supply of electricity, gas or water unless such withholding of electricity, gas or water is directly caused by damage to the property of such authority;
- any event described in the War, riot and terrorism or Nuclear General Exclusions but cover provided by the Malicious damage General Condition in respect of the underlying material damage sections of this policy is not excluded.

Cover for interruption of or interference with the business due to mechanical or electrical or electronic breakdown, will only apply if the interference of or interruption with the business exceeds 24 (twenty four) hours from the start thereof.

We will pay you up to 75% (seventy five percent) of the gross profit or gross rentals or revenue sum insured but not more than R500 000 (five hundred thousand rand) for any one claim resulting from one event.

○ **Public telecommunications – insured perils only**

The property at the premises of any public authority which is empowered by law to supply a telecommunications facility to You as well as the transmission facilities network belonging to that public authority.

We will pay you up to 75% (seventy five percent) of the gross profit or gross rentals or revenue sum insured but not more than R500 000 (Five hundred thousand rand) for any one claim resulting from one event.

○ **Public telecommunications – extended cover**

Loss as insured resulting from interruption of or interference with the business in consequence of the failure of the public telecommunications facilities to the insured premises will be accepted as having resulted from damage (as defined in this policy).

We will not cover You for loss or damage due to:

- drought;
- a fault on any part of Your premises;
- a decision by any authority or service provider to legally withhold the telecommunication facility from You unless such decision is due damage to their property;
- any event described in the War, riot and terrorism or Nuclear General Exclusions but cover provided by the Malicious damage General Condition in respect of the underlying material damage sections of this policy is not excluded.

If the failure of the facility is due to its mechanical or electrical or electronic breakdown, there will be no cover under this extension unless the interruption or interference with the insured business exceeds 24 (twenty four) hours.

We will pay you up to 75% (seventy five percent) of the gross profit or gross rentals or revenue sum insured but not more than R500 000 (five hundred thousand rand) for any one claim resulting from one event.

THEFT

DEFINITION OF BUILDING OR PREMISES

The main buildings insured and described in the Schedule situated at the risk address, including all outbuildings, such as built garages, storage rooms, staff quarters and guard houses that are constructed of brick, stone, concrete or metal on metal framework and roofed with slate, tiles, metal or concrete (unless otherwise stated in the Schedule). **Temporary, moveable structures like prefabricated garden sheds and Wendy houses are not included.**

DEFINED EVENTS (WHAT WE COVER YOU FOR)

We will cover any loss or damage to all contents that You own or for which You are legally responsible, at the insured premises, caused by theft or attempted theft which is accompanied by visible signs of forcible and violent entry into or exit from the building or premises. This also includes theft or any attempted theft following violence or threat of violence.

You will be responsible for an excess of 10% (ten percent) of any claim with a minimum of R750 (seven hundred and fifty rand) or the amount stated in the Schedule.

We will also pay for:

- **Losses caused or accompanied by:**

- a thief or thieves that were hiding inside the building before close for business;
- entry into and/or exit from Your premises using a skeleton key or similar device (excluding a duplicate key) but You need to prove that such a skeleton key or device was used.

- **Losses while in a building at any additional premises:**

We will pay any valid claim for loss or damage that occurred at additional premises not stated in the Schedule. However, You must tell Us about the additional premises within 31 (thirty one) days from the date You started using the premises and pay any additional premium that may be required.

Cover will be limited to 50% (fifty percent) of the amount stated in the Schedule for this section.

- **Damage to buildings**

We will pay up to R10 000 (ten thousand rand) per event for damage caused to the buildings at the insured premises, which occurred during the course theft or attempted theft. This will include damage to landlord's fixtures and fitting whether inside the building or attached to the outside.

- **Additional costs**

We will also pay up to R10 000 (ten thousand rand) per event for additional costs, not covered under any other section of this policy, for:

- loss of buildings, landlord's fixtures and fittings at the insured premises because of theft or any attempted theft accompanied by visible signs of forcible and violent entry into or exit from the building;
- all reasonable costs and expenses incurred in making temporary repairs or taking temporary measures after the loss.

You will be responsible for an excess of R750 (seven hundred and fifty rand) per claim.

- **Property of guests (this only applies to accommodation risks such as hotels, motels and guest houses)**

We will pay up to R10 000 (ten thousand rand) per person per event, not exceeding R25 000 (twenty five thousand rand) combined for all persons per event, for loss or damage to personal effects and pedal cycles belonging to Your guests while at the insured premises, due to theft or attempted theft, as long as this property is not insured elsewhere.

You will be responsible for an excess of R500 (five hundred rand) per claim.

MEMORANDUM – ALL CONTENTS

The term “all contents” includes personal effects, tools and pedal cycles that belong to You or any of Your principals, partners, directors or employees but only if this property is not insured elsewhere.

We will up to R10 000 (ten thousand rand) per person per event, but not more than R25 000 (twenty five thousand rand) combined for all persons per event.

SPECIAL PROVISION

Burglar alarm warranty

We require that You install a burglar alarm system in all the insured premises and comply with the following conditions, otherwise theft cover will be excluded:

You must also make sure that:

- The burglar alarm must be activated whenever the premises is not open for normal business unless You, one of Your directors, partners or employees are in attendance;
- We will not pay for any loss or damage to the insured property if entry was gained using keys, the keypad code or remote control of the burglar alarm, or any duplicates, belonging to You unless these items were stolen;
- Your contract with the burglar alarm company must include the services of a 24 (twenty four) hour armed response unit;
- The control panel must have an event log that records the arming and disarming of the alarm and in the event of a claim, We will be entitled to ask for a copy of the applicable log;
- A maintenance contract must be in place with the installation/service company of the alarm system and You must ensure that all Your obligations are met in accordance with this contract and that the alarm is always in proper working order. If, however, the alarm system is not operative due to the failure of the public supply of electricity at the terminal ends of the supply authority’s service feeders, We will still honor Your valid claim, as long as the failure is not due to any act or omission on Your part.

LIMITATIONS

Any amount that we pay towards a valid claim is restricted in respect of documents, manuscripts, business books, plans, designs, patterns, models and moulds to the actual value of materials and the cost of labour.

We will not pay for:

- any loss or damage that can be claimed for under the Fire section unless the loss or damages was a result of an explosion caused in an attempt to gain entry to the building;
- any loss or damage that can be claimed for under the Glass section;
- property that is more specifically insured (unless You have stated this property in the schedule), cash, bank and currency notes, cheques, credit card vouchers, postal orders, money orders, current negotiable stamps and documents or certificates that can be negotiated for money;
- any loss or damage where Your principals, partners, directors or employees or any member of Your household is concerned as principal or accessory.

OPTIONAL CLAUSES AND EXTENSIONS (ADDITIONAL COVERS YOU CAN BUY AND MUST BE STATED ON THE SCHEDULE)

Additional damage to buildings

We will pay for damage caused to the buildings, including landlord’s fixtures and fittings that were inside the building or attached to the outside of the building, at the insured premises, during theft or attempted theft, not exceeding the amount stated in the Schedule.

Petrol in underground tanks

We will cover theft of fuel stored in underground tanks at the insured premises subject to forcible and violent breaking into the underground tanks which must be securely locked by a suitable padlock or other approved method. Payment will not exceed the amount stated in the Schedule and You will be responsible for an excess of 10% (ten percent) of the claim with a minimum of R1 000 (one thousand rand) per event.

Losses in the open at the insured premises

We will pay for loss or damage to insured property (belonging to You or for which You are legally responsible), whilst in the open at the insured premises, due to theft.

Cover under this optional extension is subject to the following requirements being met:

- The premises must be surrounded by a security fence that is at least 1.8 metres high;
- The entrance gate(s) must always be securely locked. Loss or damage must be accompanied by signs of visible, forcible and violent entry into or exit from the insured premises.

Payment will be limited to the amount stated in the Schedule and You will be responsible for an excess of 10% (ten percent) of the claim with a minimum of R1 000 (one thousand rand) per event.

MONEY

This section is divided into sub sections, each of which offers a different type of cover that applies to You the insured.

Sub-Section A

DEFINED EVENTS (WHAT WE COVER YOU FOR)

We will cover You for loss of or damage to money (as defined in the table below) occurring in the Republic of South Africa, Namibia, Lesotho, Botswana, Swaziland, Zambia, Zimbabwe, Malawi and Mozambique (unless stated otherwise in the Schedule) but only up to the specific limits as noted in the Schedule, originating from a single source or cause.

DEFINITIONS

Money	Cash or electronic cash, bank and currency notes, cheques, postal orders, money orders, current negotiable postage, revenue and holiday stamps, credit card vouchers and documents, certificates or other instruments of a negotiable nature, prepaid vouchers, which belongs to You or for which You 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 insured elsewhere, that belongs to You or Your principals, partners, directors or employees.

CLAUSES AND EXTENSIONS (ADDITIONAL COVERS TO ASSIST YOU)

Credit and debit cards

We will pay up to R5 000 (five thousand rand) per event, but not more than R15 000 (fifteen thousand rand) per insurance period, for losses that result from the illegal use of any credit, charge, debit or cash card that is issued in Your name;

PROVIDED THAT:

- the card is used by an unauthorised person;
- after discovering that the card has been lost, You immediately report the loss to the South African Police Service and the registered issuing administrator of the card;
- You complied with all the terms and conditions of issue by the registered issuing administrator related to lost or stolen cards.

Receptacles and clothing

We will also pay up to R5 000 (five thousand rand) per event, for loss or damage to receptacles and clothing (as defined) that were lost or damaged as a result of theft of money or attempted theft of money. 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 that is stated in the Schedule will be automatically increased by 15% (fifteen percent) during the period of 15 December to 15 January or any other period stated in the Schedule.

We will not pay more than 15% (fifteen percent) of the major limit or R25 000 (twenty five thousand rand), whichever is the lesser amount. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided;

You will still be responsible for the excess stated in the Schedule.

Skeleton keys

We will also cover You for loss or damage to Your insured property that was caused by or accompanied by entry to receptacles by using a skeleton key or a similar device (but excluding a duplicate key) but You need to prove that such a skeleton key or device was used.

Sub-Section B: Personal accident (assault)

You or any principal, partner, director and employee of the business (termed such person) are covered for bodily injury caused by accidental, violent, external and visible means, during theft or any attempted theft, while performing their duties as employees of Your business.

Payment will be made directly to You, on behalf of such person or their estate, up to 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	R10 000 (ten thousand rand)
○ permanent disability	R10 000 (ten thousand rand)
○ medical expenses	R10 000 (ten thousand rand)
○ reasonable expenses incurred, up to the sum specified, will 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	Limited to R15 000 (fifteen thousand rand)

Memoranda – applicable to permanent disablement benefits

- We will not pay more than the capital sum for any one such person.
- This benefit does not apply to any such person under 15 (fifteen) years or over 70 (seventy) years of age.
- Any such person who suffers bodily injury for which a benefit may be payable under this item, will be required to submit to a medical examination and undergo any treatment specified.
- The Nuclear General Exclusion and the Other insurance and Reinstatement of cover after loss General Conditions do not apply to this benefit.
- For this extension only, the War, riot and terrorism General Exclusion is replaced with 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 – applicable to sub-section B

- Bodily injury will 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 attempted theft.
- If such person disappears under circumstances where We believe and accept that they have sustained injury and that such injury has resulted in death, We will, for the purpose of this cover, presume their death. However, if they are found to be alive, all payments made under this section relating to their death must be refunded to Us.

We will not pay (applicable to sub-section A):

- for loss or damage to money:
 - due to the dishonesty of any of Your principals, partners, directors or employees unless You discovered the loss within 14 (fourteen) working days from the date that the loss occurred;
 - arising from losses or shortages due to error or omission;
 - caused by incorrect Electronic Fund Transfers (EFT) whether by You or to You;
 - caused by cyber crime (This is a criminal activity that either targets or uses a computer, computer network or a networked device);
 - 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);

- more than R3 000 (three thousand rand) for loss or damage to money:
 - arising from the use of keys to any safe or strong-room unless the keys are:
 - obtained by violence or threats of violence to any person;
 - used by the key-holder or some other person with the collusion of the key-holder and You can prove, to Our satisfaction, that they had used the keys to open the safe or strong-room;
 - in an unlocked safe or strong-room while that portion of the premises containing the money is unattended unless You can prove, to Our satisfaction, that the person(s) responsible for the money deliberately left the safe or strong-room unlocked with the intention of allowing it to be stolen;
 - not contained in a locked safe or strong-room while that portion of the premises containing the money is unattended unless You can prove, to Our satisfaction, 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;
 - in any vehicle being used by You unless one of Your principals, partners, directors or employees is in the vehicle or is within 5m (five metres) of it and in a position from which the vehicle is clearly visible. This exception will not apply if the vehicle is involved in an accident and the said person is incapacitated.

The limit of R3 000 (three thousand rand) will not be subject to an excess.

Memoranda – applicable to sub-Section A

- If loss of or damage to money, as covered under this section, was due to the dishonesty of any of Your principals, partners, directors or employees, You will be responsible for an excess of R5 000 (five thousand rand) or any other amount stated in the Schedule, whichever is more.
- We will not pay any claims under this section for loss or damage arising from any event that is covered under the fidelity section of this policy (whether You are insured for fidelity cover or not) or any other fidelity insurance.

OPTIONAL CLAUSES AND EXTENSIONS (ADDITIONAL COVERS YOU CAN BUY TO BE STATED IN THE SCHEDULE)

Riot and strike

You are covered for loss of or damage to the insured property caused by:

- civil commotion, labour disturbances, riot, strike or lockout
- the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any event noted above.

We will not pay for:

- damages that occur within the Republic of South Africa or Namibia;
- any kind of consequential or indirect loss or damage unless it is loss of rent insured under this section;
- loss or damage caused by total or partial stoppage of work, or the slowing down or interruption or stoppage of any process or operation;
- loss or damage due to confiscation, commandeering or requisition (whether permanent or temporary) by any lawfully constituted authority;
- loss or damage due to war, acts of a foreign enemy, warlike operations (whether war has been declared or not or civil war, loss or damage arising from military uprising or usurped power, martial law, rebellion or revolution that determines the proclamation or maintenance of martial law);
- loss or damage due to any act whether it is on behalf of a person, a body or persons or organisation that is calculated to overthrow the government, local, tribal or provincial authority with force, fear, terrorism, violence or protest against them;
- loss or damage arising from any act that is calculated to bring about loss or damage to further any political aim, to bring about social or economic change.

SPECIAL CONDITIONS – APPLICABLE TO SUB-SECTION A

Money in transit

We will pay for loss of or damage to money (as defined) while in transit, but only if:

- the transit route to and from the bank is direct and uninterrupted;
- the money is not left in an unattended vehicle;
- money up to R20 000 (twenty thousand rand) is carried and under the control of at least one of Your permanent employees;
- money between R20 001 (twenty thousand and one rand) and R30 000 (thirty thousand rand) is carried and under the control of at least two of Your permanent employees and split equally between them.

An example of this scenario would include 2 (two) permanent employees carrying R30 000 (thirty thousand rand). By splitting the cash equally amongst the employees this will equate to each employee carrying R15 000 (Fifteen thousand rand) each.

- money which totals more than R30 001 (thirty thousand and one rand):
 - is carried by an approved and professional money handler;
 - is carried in a vehicle specifically converted for carrying cash;
 - the vehicle is equipped with armed guards and linked to a control room;
 - the first four provisions listed above will not apply to this provision.

You will be responsible for the excess of 15% (fifteen percent) of each claim with a minimum of R1 000 (one thousand rand) per event or the amount stated in the Schedule.

GLASS

DEFINITION OF GLASS

All glass (other than mirrors) is presumed to be plain plate or float glass not exceeding 6mm (six millimetres) in thickness, whether it is coated with a film or not, or laminated safety glass not exceeding 8mm (eight millimetres) in thickness unless We have agreed otherwise.

- **Internal glass (whilst in the premises):**
 - all internal glass, sinks, wash basins and sanitary ware and mirrors (excluding hand mirrors);
 - showcase frames, display cabinets and counter frames;
- **External glass:**
 - external fixed glass that forms part of the premises and any shatter-resistant or reflective film attached to the glass;
 - ceramic tiled shop fronts.

DEFINED EVENTS (WHAT WE COVER YOU FOR)

We will cover You for any loss or damage to internal and external glass (including fixed mirrors), sign- writing and treatment thereon, at the insured premises, which You own or are legally responsible for.

Following a valid claim for glass (Including fixed mirrors), sign writing and treatments, We will also pay:

boarding up	up to R5 000 (five thousand rand) per event, for the cost of boarding up the insured premises.
damage to shop fronts	up to R5 000 (five thousand rand) per event for damage to shop fronts, frames, window displays (including fixtures and fittings), burglar alarm strips, wires and vibrators as a direct result of such loss.
removal and reinstallation	up to R5 000 (five thousand rand) per event for the cost of removal and reinstallation of fixtures and fittings necessary for the replacement of the glass.
watchman	up to R5 000 (five thousand rand) per event for the cost of employing a watchman service prior to the glass being replaced or boarded up or the repair of the burglar alarm system, unless payable under any other insurance arranged by You.

We will not cover You for:

- loss or damage which is insured under a fire policy but We will pay for the excess amount which would have been paid under the fire section. This exclusion does not apply if You are responsible for loss or damage as a tenant;
- glass that You are selling as stock in trade;
- glass that was already broken, chipped or damaged before the start date of this section unless agreed by Us;
- defacement or damage other than fracture through the entire thickness of the glass or any laminate thereof.

OPTIONAL CLAUSES AND EXTENSIONS (ADDITIONAL COVERS YOU CAN BUY)

Riot and strike

You are covered for loss of or damage to the insured property caused by:

- civil commotion, labour disturbances, riot, strike or lockout;
- the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any event noted above.

We will not pay for:

- damages that occur within the Republic of South Africa or Namibia;
- any kind of consequential or indirect loss or damage unless it is loss of rent insured under this section;
- loss or damage caused by total or partial stoppage of work, or the slowing down or interruption or stoppage of any process or operation;
- loss or damage due to confiscation, commandeering or requisition (whether permanent or temporary) by any lawfully constituted authority;
- loss or damage due to war, acts of a foreign enemy, warlike operations (whether war has been declared or not) or civil war;
- loss or damage arising from military uprising or usurped power, martial law, rebellion or revolution that determines the proclamation or maintenance of martial law;
- loss or damage due to any act whether it is on behalf of a person, a body or persons or organisation that is calculated to overthrow the government, local, tribal or provincial authority with force, fear, terrorism, violence or protest against them;
- loss or damage arising from any act that is calculated to bring about loss or damage to further any political aim, to bring about social or economic change.

Special replacement

Following a valid claim, You may need to replace the original glass with superior glass in order to comply with the National Building Regulations or similar legislation. In this instance, We will pay for the increased cost of such replacement including (but not limited to) the frames thereof.

If, at the time of loss or damage, the cost of replacing all the glass and other items insured is more than the sum insured stated in the Schedule, You will be considered Your own insurer for the difference and will bear a ratable share of the loss.

FIDELITY GUARANTEE

Under this section, you can claim for business losses that you suffered due to dishonesty and fraud by one of your employees. The loss must occur after the Retroactive date stated in the schedule AND during the current period of insurance for:

DEFINED EVENTS (WHAT WE COVER YOU FOR)

1. Loss of money and/or other property that belongs to you or for which you are legally responsible, that is stolen by your employees.
2. Direct financial loss that you suffer as a result of fraud or dishonesty of your employees, which results in the dishonest, personal financial gain for the employee concerned.
3. Loss that you suffer directly caused by Theft by Computer fraud.

PROVIDED THAT:

- We will not be held liable to pay for any losses that happened more than 24 months prior to the loss being discovered;
- All losses must be discovered no later than 12 months after:
 - The cancellation of this section;
 - The cancellation of cover in respect of a specified employee;
 - The termination of employment of the employee, or the last of a group of employees involved in a loss whichever occurs first;
- As the section renews from one period to the next, or if the period of insurance is extended, the cover will not have the effect of accumulating or increasing in limit more than the limit stated in the schedule. If the period of insurance is less than 12 months, our liability is limited to the amount stated in the schedule during any 12 month period of insurance calculated from the start of the period of insurance to the next renewal date;
- The cover is based on each and every occurrence and we will not pay any more than the limit stated in the schedule for all losses arising out of one occurrence, whether or not such loss involved one Employee or Third party or any number of Third parties acting in collusion with each other or on their own;
- If we have agreed to provide cover in terms of any superseded policy, our limit of liability will be limited to that portion of the loss that is not payable by the superseded policy;
- All acts committed by any one person, or in which such person is involved or implicated in, will be considered as one event;
- The term “dishonest, financial gain” shall not include gain by an employee in the form of salary, salary increases, fees, commissions, bonuses or other compensation.

DEFINITIONS

Employee	<ol style="list-style-type: none"> 1. any person while employed under a contract of service with or apprenticeship to the you; 2. any person while hired or seconded from any other party into your service whom you have the right at all times to govern, control and direct in the performance of his work in the course of the Your business ; 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.
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Defined Event 3 – Loss	<p>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;</p> <p>PROVIDED THAT:</p> <p>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.</p>
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.

We will not pay for

- Loss resulting from or contributed to by any defined event by:
 - Your business partners, to the extent that the partner will benefit by payment under this policy;
 - Your principals, directors or members, unless they are also Your employees;
 - Any employee, from the time that You become aware that the employee has committed any theft, fraud or dishonesty.
- Any consequential losses of any kind following a loss referred to under Defined Events;
- This section does not cover ant Company or other legal entity that you have acquired during the period of insurance;
- We will only be liable to the extent of the participation/shareholding of any uninvolved partners, principals, directors or members for an insured event in which such partners, principals, directors or members of yours is or has been directly involved. This only applies to:
 - Partnerships;
 - Private companies;
 - Close corporations;
 - Trusts.

CONDITIONS SPECIFIC TO THIS SECTION

- You must institute and maintain systems of control, accounting and clerical procedures, and methods of conducting your business that you presented to us when you applying for cover, and on which we agreed to grant the cover under this section.

You may change the remuneration and conditions of service of any employee and change the duties or positions of any employee named on your schedule or make any other changes that are approved beforehand, in writing, by your auditors.

- If you have suffered a loss, for which you can claim, and the amount of the loss is more than the amount stated in the schedule, you will be entitled to amounts which may be recovered, this recovered amount will be apportioned:
 - To you, in the amount of your loss, which exceeded the amount stated in the schedule, less the costs incurred by us (or plus the costs the costs incurred by you) in recovering the amount, less the excess you paid;

- If there is any balance due to Us in the amount We paid You in respect of the claim, plus any costs incurred by Us in recovering the amount;
- If there is any balance to you in respect of the excess that you paid.

CLAUSES AND EXTENSIONS

○ **Accountants**

Following an investigation or verification of a valid claim, We may require Your books of accounts or other business books and documents. We will accept these accounts or other business books and documents if they have been certified by Your auditors or professional accountants and their certificate will be noted as being true and correct.

○ **Extended cover for past employees**

Any person who is no longer in the employ of Your Company will be considered as being an employee, for the purpose of this cover, 30 days after the person's employment ended.

○ **Other Insurances**

It is a condition that no other insurances that covers the same risks as this section is in force at the same time as this section, other than:

- A money policy;
- A policy declared to Us at the start of the period of insurance or at renewal or at the time that a claim was submitted;
- A fidelity pension fund policy which is not in excess of this section;
- This policy.

OPTIONAL CLAUSES AND EXTENSIONS (YOU CAN BUY THESE IF YOU NEED TO)

○ **Extortion**

You can claim for a loss due to the taking of money and other property, by extortion from you, by intentionally and unlawfully subjecting you or any directors, principals, members, partners or employees of your business or a relative or any such person to any threat of physical harm including forcing such person to submit to the taking;

PROVIDED THAT:

The person being threatened has made every reasonable attempt to report the threat to an associate and to the law enforcement authorities as soon as is reasonable.

This extension does not entitle You to be paid out for any loss which is insured or which can be insured in terms of a Theft, Money, Motor, Marine, Goods in Transit insurance policy OR any other insurance that is more specific to covering money or goods.

○ **Retroactive cover – no previous insurance in force**

You are covered for any valid claim under this section which happened up 12 months before the cover under this section started but you will Not be covered for any event which:

- Happened more than 24 months before the discovery of the loss;
- Any loss which was discovered more than 12 months prior to:
 - The cancellation of this section;
 - The cancellation of cover in respect of a specified employee;
 - The termination of employment of the employee involved in loss.

○ **Superseded insurance**

We will cover You for an insured event under this section, if the claim happened during the period of insurance of Your previous policy and which is noted in Your schedule. We will cover the claim if it would have been paid under the previous policy but can no longer be claimed for under the previous policy because the period allowed for the discovery of the loss has expired.

PROVIDED THAT:

- The defined events are discovered within 12 months of the termination of the employee concerned OR within 12 months of the expiry of this section, whichever happens sooner;
- The amount of the claim is not more than the amount stated in the schedule for this Extension OR the amount stated in the schedule of the superseded policy, whichever is the lesser;
- If an event involving one employee or a number of employees that occurs during both the period of insurance of this policy and the superseded policy, the amount of the claim will not be more than the amount stated in the schedule of this policy at the time the loss was discovered;
- This Extension will not apply to defined events that happened more than the number of years stated in the schedule, before this section was purchased;
- We will not pay for any losses that happened more than 24 months prior to the discovery of such loss.

○ **Voluntary excess**

You will have to pay any voluntary excess in addition to the compulsory excess stated in the schedule.

○ **Reduction/reinstatement of sum insured**

If we have paid a claim that involves one employee or any number of employees, this will not reduce our liability in respect of the remaining employees;

PROVIDED THAT:

- The maximum amount that we will pay for all insured employees will not be more than double the sum insured stated in the schedule;
- You pay an additional premium based on the formula below:

$$\text{Annual premium in force at the time the loss was discovered} \times \frac{\text{amount of claim payment}}{\text{Sum insured at the time the loss was discovered}}$$

The additional premium must be paid in full and cannot be reduced due to the period between the date of the discovery of loss and the expiry of the section being less than 12 months.

○ **Costs of recovery**

In addition to the sum insured stated in the schedule, we will pay for the costs of recovery or attempted recovery of the loss from the guilty person or persons that caused the loss covered under this section, up to the amount stated in the schedule for the is Extension. Any amounts recovered that are more than the amount of the loss, will be for the benefit of both us and yourselves and will be subject to Compulsory Excess noted in the schedule.

○ **Computer losses**

If you have completed a satisfactory questionnaire that we have accepted, we will not apply the Computer losses Excess.

○ **Losses discovered more than 24 months after being committed but not more than 36 months thereafter**

- For an additional premium, Provision 1.1 is restated as follows:
 - We will not be held liable to pay for any losses that happened more than 36 months prior to the loss being discovered;
 - If the Superseded Insurance Extension is included in this section, the period referred to in the 3rd point of the Optional clauses increased from 24 months to 36 months.

○ **Extension granted on receipt of a satisfactory audit in respect of losses discovered more than 24 months after being committed**

We will consider the facts presented by the accounting firm named in the schedule where they have conducted a satisfactory audit of the systems of:

- Control;
- Fraud, dishonesty and theft detection;

And subject to You implementing and maintain all the recommendations contained in such audit.

PROVIDED THAT:

- The 1st Provision Defined Events (which limits cover to that part of losses discovered with 24 months) and 3rd Provision of the Superseded insurance clause (if applicable) are deleted;
- The excess clause stated in the schedule for losses discovered more than 12 months after it happened is deleted.

Memoranda

- If the person/s signing the proposal form for the insurance of this section does not disclose their own fraud or dishonesty, or that of the person/s acting in collusion with them, you will not be prejudiced in the event of a valid claim.
- The 1st and 2nd General Exceptions and the 9th General Condition do not apply to this section.
- If you increase the sum insured at any time, the increased amount will only apply to defined events committed after the date of such increase.

COMPULSORY EXCESSES

○ **Compulsory excess**

The excess that you will have to pay for each and every claim involving one employee or any number of employees acting in collusion with each other is:

- 2% of the aggregate sum insured under this section and eth declared insurance OR R60 000, whichever is the lesser plus;
- A further 10% of the net amount payable after We deduct the excess specified in a) above. You will be responsible for both amounts.

○ **Computer losses excess**

The excess specified in either of the excess clauses in this section is automatically increased by 100% if the defined event results from dishonest:

- manipulation of;
- input into;
- suppression of input into;
- destruction of;
- alteration of;

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

○ **Excess payable for losses discovered more than 12 months after they were committed**

If any defined event is discovered more than 12 months after:

- It happened;
- 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 Excess clauses are increased as follows:
 - If losses are discovered more than 12 months after they happened but not more than 24 months thereafter, the Excess is increased by 100%;
 - If the policy has been extended to cover that part of losses discovered more than 24 months after it happened but no more than 36 months thereafter, the excess is increased by 150%.

Irrespective the above, you may opt to claim for that part of the loss which was discovered in a lesser period, in which case the excess in respect of the lesser period will apply.

GOODS IN TRANSIT

DEFINED EVENTS (WHAT WE COVER YOU FOR)

We will cover any loss or damage to the property described in the Schedule (whether full or partial loss), including tarpaulins and packaging material that You own or are legally responsible for and which is not insured elsewhere, while it is being transported, caused by any accident or misfortune, excluding hi-jacking of the conveying vehicle or any other event specifically excluded, and subject to the following:

- **Excess**
You will be responsible for the excess stated in the Schedule which will be applicable per event, unless the loss or damage resulted from a fire, lightning or explosion;
- **Limit of liability (maximum amount we will pay)**
We will not pay more than the amount stated in the schedule for any one event;
- **Clearing up costs and debris removal**
We will pay up to R10 000 (ten thousand rand) per event , to cover the costs necessarily incurred by You in the removal of debris following damage to the means of conveyance or the property thereon following a valid claim. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided;
- **Conveyance**
If You are using an external cartage company to transport Your property, cover will only apply if the carrier is appropriately licensed and registered to provide this service in accordance with all laws and regulations of the country and/or local municipality;

MEMORANDA

Note:

- The consignor is the person or company sending the consignment.
- The consignee is the person or company receiving the consignment.

Period of Transit

Transit begins from the time that the property described in the Schedule is moved from the consignor's premises (including carrying to any conveyance and loading thereon), continues with transportation to the consignee (including temporary storage not exceeding 96 (ninety six) hours in the course of the same journey) and ends when off-loaded and delivered at any building or place of storage at the consignee's premises.

Refusal

If the consignee refuses to accept the property, cover will continue until the property is returned to the consignor's premises by any means of conveyance. You must take all reasonable steps to ensure that the property is returned as soon as possible.

Other means of transport

If the means of conveyance is by a specified vehicle, cover will extend to include property in or on any vehicle that is being temporarily used, while the specified vehicle is in for repair or servicing, in place of the specified vehicle as long as the replacement vehicle does not belong to You and has not been leased or hired by You under a lease or suspensive sale agreement.

Breakdown

If the conveying vehicle breaks down during transit or if, for any reason beyond Your control, the property is endangered, any other form of transport may be used to assist with the completion of the transit.

Property

Property is described as property usual to Your business including ropes, tarpaulins and packaging materials used in connection with the transit.

Conveyance

Property may only be transported by road, rail or air.

Basis of valuation (how the claim is calculated)

- **New goods**
The replacement value of the property with similar property in a condition equal to, but not better or more extensive than, its condition when new.
- **Goods that are not new**
The market value of the goods just before the loss or damage occurred or the cost to repair the property to a condition that is the same or similar, but not better than, its condition immediately before the loss.

RESTRICTED COVER (YOU HAVE THE OPTION TO CHOOSE REDUCED COVER FOR A PREMIUM BENEFIT)

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

The cover provided 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:

- collision due to impact with inequalities in the road or other surfaces or shifting of the load while in motion is excluded;
- theft is not subject to violent and forcible entry into and or exit from the conveying vehicle.

We will not pay for:

- loss or damage resulting from or caused by:
 - theft from any unattended vehicle in Your custody or control or in the custody and control of any of Your principals, partners, directors or employees 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 into or exit from such locked vehicle or building is accompanied by forcible and violent means;
 - theft, or any attempted theft, of goods from any temporary storage facility (stored during the period of transit) unless there are visible signs of forcible and violent entry into or exit from such facility or if theft, or any attempt thereat, is followed by violence or threat of violence;
 - an existing defect, vermin, insects, damp, mildew, rust or a quality in the item that can cause it to deteriorate by itself;
 - the dishonesty of any of Your principals, partners, directors or employees whether they were acting alone or in collusion with others;
 - or arising while in transit by sea or inland transit incidental thereto;
 - breakdown of refrigeration equipment;
 - detention, confiscation or requisition by customs or other officials or authorities;
 - loss or damage caused by the overloading of the goods carrying vehicle;
 - seizure of the conveying vehicle and insured property as stated in the Schedule by unlawful and forcible means;
- 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;
- mechanical, electronic or electrical breakdown, failure, breakage or derangement of the insured property unless following an accident or misfortune not otherwise excluded;

- loss or damage to:
 - cash, bank and currency notes, coins, credit card vouchers, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts for securities of any kind;
 - property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zambia, Zimbabwe, Malawi and Mozambique;
 - property which is or could, if not for the existence of this section, be insured by any other insurance. However, if the amount of the claim exceeds the limit that is or would have been payable by the other insurance, We will pay the difference but only if You had not already submitted a claim under this section for the same event;
 - livestock, pedigreed animals and game;
- consequential loss of any kind, delay, loss of market, depreciation or changes brought about by natural causes.

OPTIONAL CLAUSES AND EXTENSIONS (ADDITIONAL COVERS YOU CAN BUY AND WHICH MUST BE STATED IN THE SCHEDULE)

Hijacking of the conveying vehicle

Cover under this section is extended to include seizure of the insured property contained in or on the conveying vehicle, accompanied by the unlawful and forcible removal of the conveying vehicle to a destination other than originally intended, or by violence or threat of violence against the person or persons who, at the time of such seizure, are in actual lawful control of the conveying vehicle. You will be responsible for an excess of 25% (twenty five percent) of the claim of the amount stated in the Schedule.

Riot and strike

You are covered for loss of or damage to the insured property caused by:

- civil commotion, labour disturbances, riot, strike or lockout;
- the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any event noted above.

We will not pay for:

- damages that occur within the Republic of South Africa or Namibia;
- any kind of consequential or indirect loss or damage unless it is loss of rent insured under this section;
- loss or damage caused by total or partial stoppage of work, or the slowing down or interruption or stoppage of any process or operation;
- loss or damage due to confiscation, commandeering or requisition (whether permanent or temporary) by any lawfully constituted authority;
- loss or damage due to war, acts of a foreign enemy, warlike operations (whether war has been declared or not or civil war);
- loss or damage arising from military uprising or usurped power, martial law, rebellion or revolution that determines the proclamation or maintenance of martial law;
- loss or damage due to any act whether it is on behalf of a person, a body or persons or organisation that is calculated to overthrow the government, local, tribal or provincial authority with force, fear, terrorism, violence or protest against them;
- loss or damage arising from any act that is calculated to bring about loss or damage to further any political aim, to bring about social or economic change.

BUSINESS ALL RISKS

DEFINED EVENTS (WHAT WE COVER YOU FOR)

- **Loss or damage:**
 - We will cover You for loss or damage to items that are listed in the Schedule, while they are anywhere in the world, which is caused by an accident or misfortune not otherwise excluded;
 - You will be responsible for the excess stated in the Schedule in respect of each item claimed for unless loss or damage was caused by fire, lightning or explosion.
 - **Losses following remote jamming:**
 - If You can demonstrate through video surveillance footage (or any other conclusive proof) that You made an attempt to lock Your vehicle using the vehicle remote but that the locking mechanism was blocked by thieves using an electronic device, We will waive the forcible and violent entry or exit requirement should any of Your insured items be stolen from the cab or boot of Your vehicle. However, the property must be individually specified in the Schedule and You will be responsible for the excess stated in the policy schedule;
 - If You maintain that You did lock Your vehicle but there is no evidence of forcible and violent entry or exit from the vehicle, We will still consider Your claim;
- PROVIDED THAT:
- You provide Us with the police case number;
 - cover will only apply to property that is individually specified in the Schedule;
 - after deduction of the excess(es) stated in the Schedule, cover will further be limited to the sum insured shown in the Schedule or R25 000 (twenty five thousand rand) per event, whichever is less;
 - You will also be responsible for an additional excess of 10% (ten percent) of the claim with a minimum of R1 000 (one thousand rand) per event.

We will not pay for:

- **Loss or damage to property resulting from or caused by:**
 - theft from any unattended vehicle unless:
 - the property is concealed in a completely closed and securely locked vehicle or;
 - the vehicle itself has been housed in a securely locked building;
 - and there are visible signs of forcible and violent entry or exit from such locked vehicle or locked building;
 - its undergoing a process of cleaning, repair, dyeing, bleaching, alteration or restoration;
 - an existing defect, vermin, insects, damp, mildew, rust or a quality in the item that can cause it to deteriorate by itself;
 - the dishonesty of any of Your principals, directors, partners or employees whether acting alone or in collusion with others;
 - detention, confiscation or requisition by Customs or other similar authorities and officials;
 - theft, or any attempted theft, from a contract site, after normal business hours unless:
 - the insured property is contained in a securely locked building and the loss is a result of visible signs of forcible and violent entry into or exit from such building;
 - theft or disappearance that cannot be identified with a specific incident;
- wear and tear or gradual deterioration (happens over time) including gradual deterioration caused by light or atmospheric or climatic conditions unless it is following an accident or misfortune that is not excluded;

- mechanical, electronic or electrical breakdown, failure, breakage or derangement of insured property unless it is following an accident or misfortune that is not excluded;
- loss of or damage to cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind;
- loss of or damage to goods consigned under a bill of lading (a detailed list of a ship's cargo in the form of a receipt given by the master of the ship to the person consigning the goods).

SPECIFIC CONDITIONS

Average

If, at the time of loss, the total value of the insured property (which is not separately and individually specified) is more than the sum insured stated in the Schedule, You will be considered Your own insurer for the difference and will bear a rateable share of the loss. Every item, if more than one, will be separately subject to this condition.

Reinstatement value

We will settle Your claim in one of two ways:

- by replacing the property with similar property in a condition that is equal to, but not better or more extensive than, the property when it was new;
- by repairing the damaged property so that it is in a condition substantially the same, but not better than, its condition when new.

If, at the time of replacement or repair, the cost of replacing the whole of the property is more than the sum insured stated in the Schedule when the loss or damage occurred, You will be considered Your own insurer for the difference and will bear a rateable share of the loss.

OPTIONAL CLAUSES AND EXTENSIONS (ADDITIONAL COVERS YOU CAN BUY AND WHICH MUST BE STATED IN THE SCHEDULE)

Increase in cost of working

We will pay up to R50 000 (fifty thousand rand) per event or the amount stated in the Schedule, whichever is less, for any costs necessarily incurred for the sole purpose of continuing with Your daily business operations following a valid claim. These costs must not be recoverable under any other item under this section.

Riot and strike

You are covered for loss of or damage to the insured property caused by:

- civil commotion, labour disturbances, riot, strike or lockout;
- the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any event noted above.

We will not pay for:

- damages that occur within the Republic of South Africa or Namibia;
- any kind of consequential or indirect loss or damage unless it is loss of rent insured under this section;
- loss or damage caused by total or partial stoppage of work, or the slowing down or interruption or stoppage of any process or operation;
- loss or damage due to confiscation, commandeering or requisition (whether permanent or temporary) by any lawfully constituted authority;
- loss or damage due to war, acts of a foreign enemy, warlike operations (whether war has been declared or not or civil war);
- loss or damage arising from military uprising or usurped power, martial law, rebellion or revolution that determines the proclamation or maintenance of martial law;
- loss or damage due to any act whether it is on behalf of a person, a body or persons or organisation that is calculated to overthrow the government, local, tribal or provincial authority with force, fear, terrorism, violence or protest against them;
- loss or damage arising from any act that is calculated to bring about loss or damage to further any political aim, to bring about social or economic change.

ACCIDENTAL DAMAGE

DEFINED EVENT – PROPERTY (WHAT WE COVER YOU FOR)

We will cover You for accidental physical loss of or damage to Your insured property, at or about the premises, if the property is not insured under any other section or if cover is available under any other section of this policy (excluding Business All Risks).

We will not pay more than the amount stated in the Schedule and, notwithstanding the War, riot and terrorism General Exclusion, this section will not be called into contribution for any defined event for which more specific insurance has been arranged.

We will not pay for:

- any insured event which is excluded from any other insurance or the excess You have to pay toward any claim or the reduction in the claim amount as a result of average being applied;
- more than the individual value of an item forming part of a pair, a set or collection irrespective whether there is special value attached to the pair, set or collection;
- any unexplained disappearance or shortage that You discovered during or after an inventory or any errors or omissions in receipts, payments or accounting or the misplacing or misfiling of information;
- loss or damage to the insured property caused by:
 - any fraudulent scheme, trick, device or false pretense practiced on You (or any person that has custody of the property) or the dishonesty of any of Your principals or agents;
 - overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure but only applicable to vessels, pipes, tubes or similar apparatus;
 - breakdown, electrical, electronic or mechanical derangement;
 - altering, bleaching, cleaning, dyeing, manufacture, repair, restoring, servicing, renovating, testing or any other work being done to or on it;
 - fault or defect in the 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;
 - denting, chipping, scratching or cracking not affecting the operation of the item;
 - termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions, the action of light;
- settlement or bedding down, ground heave or cracking of structures or the removal or weakening of support to any insured property;
- loss of or damage:
 - to chemicals, oils, liquids, fluids, gases or fumes due to leakage or discharge from its container;
 - resulting from leakage or discharge of chemicals, oils, fluids gases or fumes;
- failure of and/or the deliberate withholding and/or lack of supplies of water, steam, gas, electricity, fuel or refrigerant;
- collapse of plant and machinery, buildings and structures (other than shelving or storage platforms);
- detention, confiscation, forfeiture, impounding, attachment or requisition by any lawfully instituted authority or other judicial process.

DEFINITION

Insured Property

Any tangible property that belongs to You or which is held in trust or on commission and for which You are legally responsible for but **excluding**:

- current coin (including Krugerrands and similar coins), bank and currency notes, travelers and other cheques, money and postal orders, credit card vouchers, and other certificates, documents or instruments that has a monetary value or can be negotiated for money;
- furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art;
- property while it is being transported by air, inland waterway or sea;
- railway locomotives, rolling stock and other railway property, aircraft, watercraft, mechanically or electrically propelled vehicles, motorcycles, mobile plant, caravans and trailers;
- 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;
- electronic data-processing equipment and external data media (punch cards, tape discs and the like) and the information they contain;
- property while it is being constructed, erected or dismantled including materials or supplies related thereto;
- property in the possession of customers under lease, rental, credit or suspensive sale agreements;
- glass, china, earthenware, marble and other fragile or brittle objects.

DEFINED EVENT – LEAKAGE (OPTIONAL COVER YOU CAN PURCHASE AND WHICH MUST BE STATED IN THE SCHEDULE)

We will cover You for 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 the loss of such chemicals, oils, liquids, fluids, gases or fumes). **Loss or damage resulting from wear and tear or other gradually operating causes of the tanks, pipes, apparatus or medical containers is excluded.**

CLAUSES AND EXTENSIONS (ADDITIONAL COVERS TO ASSIST YOU)

Additional costs

- In respect of buildings, plant and machinery, the sum insured includes:
 - any costs incurred to comply with building or other regulations of a public authority in repair or reinstatement following an insured event. These costs do not include:
 - anything for which You have been served notice on before the insured event;
 - anything that pertains to undamaged property or portions of undamaged property;
 - rates, taxes, duties, development and other charges under the above regulations due to capital appreciation of the insured property;
 - fees for the examination of municipal or other plans;
 - costs that You have incurred for the necessary demolition, removal of debris (including undamaged contents) and the erection and maintenance of hoards during demolition and rebuilding, excluding costs or expenses related to:
 - removing debris unless it is from the site of the property that was destroyed or damaged and the area immediately adjacent to such site;
 - arising from pollution or contamination of property not insured under this section or any section of this policy;
 - the professional fees of architects, quantity surveyors or other consultants;

With regards to the 1st and 2nd points above, We will only pay Your claim if the lost or damaged property is replaced or reinstated without unnecessary delays.

- The sum insured on all insured property also includes charges levied by an authorized fire brigade for their services.

Mortgagees

The interest of any mortgagee in the property insured by You shall not be discriminated against due to any act or omission by the mortgagor without the mortgagee's knowledge. The mortgagee must however notify Us as soon as they become aware of any such act or omission and pay any additional premium due from the date of any increased hazard.

We will not pay for:

- Any fraudulent means or devices are used;
- Any fraudulent documents are given to Us, whether or not it was created by You, to support any claim under this policy;
- If the amount of the claim is deliberately exaggerated in any way for any reason at all.

If We pay Your claim and then discover that it was a fraudulent claim, You must pay the full amount back.

Railway and subrogation

You will not be prejudiced by signing the 'Transnet Cartage (Hazardous Premises) Indemnity' clause or any other special agreements with Transnet regarding private sidings or any similar agreements with governing bodies.

Restricted cover

Cover 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 it. This does not include any expenses related to the production of any information contained therein or the value that it may hold for You.

Tenants

Your cover will not be affected by any act or omission on the part of any owner of a building (if you are renting) or any tenant (other than You), without your knowledge. You must inform Us as soon as You become aware of any such act or omission which is in contravention of any of the terms, exceptions or conditions of this section, and pay an additional premium from the date of any increased risk.

Memoranda

Average

If, at the time of any loss or damage, the value of the insured property is more than the sum insured stated in the Schedule, You will be responsible for the difference and will bear a ratable proportion of the loss. The condition of average is applicable to each item separately if there are more than one items being claimed for.

Excluded property

The property listed in the Schedule as being excluded will not be covered under this section.

First loss average

If, at the time of any loss or damage, the total value of each item is less than the sum(s) insured stated in the Schedule, the condition of average will not apply. However, if the total value of this property is more than the sums insured stated in the Schedule, You will be responsible for the difference and We will only pay a ratable portion of the first loss sum insured based on the ratio the aforementioned sums bear to the total value, but not more than the total sum insured by each item.

Reinstatement value

If You have a valid claim for buildings, plant and machinery under this section, the amount payable will be calculated based on the cost of replacing or reinstating the property on the same site with property of the same kind or type but not superior to or more extensive than the original property when new;

PROVIDED THAT:

- the work of replacement or reinstatement must be done within a reasonable time otherwise payment will be limited to the amount that would have been payable had this clause not been included under this section. The replacement or reinstatement can be carried out on another site and in any manner suitable to You but only if it does not increase the amount of the claim;
- Payment will be limited to the amount that would have been due had this clause not been included under this section until such time that You have incurred the expense of replacing or reinstating the lost or damaged property;
- if, at the time of replacement or reinstatement, the cost of replacing or reinstating the whole of the insured property is more than the sum insured stated in the Schedule, You will be responsible for the difference and will bear a ratable portion of the loss. This applies to each insured item separately;
- this clause will not apply if:
 - You fail to advise us within 6 (six) months of the insured event (or any other period that We have agreed to) that You intend to replace or reinstate the lost or damaged property;
 - You are unable or unwilling to replace or reinstate the lost or damaged insured property on the same or another site.

COMBINED LIABILITY (CLAIMS-MADE BASIS)

Legal liability refers to the responsibility You as a business owner have under law for injuries or losses You inflict upon others during the course of Your business.

DEFINED EVENTS (WHAT WE COVER YOU FOR)

We will cover You for all sums that You become legally liable to pay, due to any claim that is first made against You and that You notified Us of during the insurance period, in respect of bodily injury, DEATH or loss of, or damage to property, excluding costs and expenses where we appoint the attorney, which arises in connection with Your business and from an event that took place after the retroactive date stated in the Schedule.

We will not be liable to pay more than the limit of indemnity stated in the Schedule less any excess that You are responsible for.

MEMORANDUM

If there are any inconsistencies between the general exclusions, conditions and provisions of the policy and this section, the general exceptions, conditions and provisions of the policy will apply.

LEGAL DEFENCE COSTS

We will also pay all other costs, charges, expenses and legal costs that a claimant, or any number of claimants, can recover from You or which have already been incurred by You (which We agreed to in writing) or by Us:

- any action or prosecution brought against You in respect of bodily injury or damage to property or other liability as covered under this section subject to the limit of R150,000.00 (one hundred and fifty thousand rand) per event or R250 000 (two hundred and fifty thousand rand) in total for the entire insurance period;
- in the representation at any inquest or accident inquiry in respect of bodily injury which may form the subject of indemnity under this section 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.

These defence costs, as set out above and which We agree to pay, will not be in addition to the limit of indemnity and Our total liability will not exceed the limit of indemnity stated in the Schedule.

WRONGFUL ARREST AND DEFAMATION

We will also pay up to R150 000 (one hundred and fifty thousand rand) per event or R250 000 two hundred and fifty thousand rand) in total for the entire insurance period, for costs:

- resulting from wrongful arrest (including assault related to such wrongful arrest), and;
- in respect of defamation.

DEFINITIONS

To determine the cover given by this section the following terms will mean:

Insured	<ul style="list-style-type: none"> ○ You or the first named party stated in the Schedule, who will be referred to as either You or the Named Insured in this section. ○ At Your request: <ul style="list-style-type: none"> – any of Your subsidiary companies declared to Us; – any of Your directors, partners or employees, while acting on Your behalf or in the course and scope of their employment or engagement by You;
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<p>Insured (cont.)</p>	<ul style="list-style-type: none"> – any officers, members, or employees of Your canteen, social, sports, welfare organisation, fire, first aid or ambulance services (but excluding medical practitioners while working in a professional capacity) in their respective capacities as such; – any of Your directors, partners, or senior officials in respect of private manual work carried out by any of Your employees for any such person, with Your consent; – any principal, for liability arising out of work performed for or on Your behalf, in respect of liability for which You would have been entitled to pay for under this section of the policy if the claim had been made against You; <ul style="list-style-type: none"> ○ in the event of the death of the Named Insured, Your personal representatives for liability that the Named Insured incurred.
<p>Business</p>	<p>is as described in the Schedule and will also include:</p> <ul style="list-style-type: none"> ○ the ownership, repair, maintenance or use of Your premises; ○ the provision and management of canteen, social, sports and welfare organisations for the benefit of Your employees; ○ the provision and management of security, fire, first aid and ambulance services; ○ private manual work, carried out by any of Your employees and with Your consent, for any of Your directors, partners, or senior officials.
<p>Bodily injury</p>	<p>death, injury, illness, or disease; and injury including nervous shock, mental anguish or mental illness.</p>
<p>Personal injury</p>	<p>bodily injury, invasion of the right to privacy, discrimination, libel and slander, defamation of character, wrongful arrest, detention, imprisonment, eviction or wrongful accusation of shoplifting.</p>
<p>Property</p>	<p>tangible property, except in sub-section 1 of this section of the policy where it includes rights of light, air, and water but excluding information (including electronically stored information), intellectual property, or intangible property rights of any kind, or any value therein.</p>
<p>Employee</p>	<ul style="list-style-type: none"> ○ any person under a contract of employment or apprenticeship with You; ○ any person under a contract of employment or apprenticeship with another employer, that You hire or borrow while engaged in work for You or in connection with the business: <ul style="list-style-type: none"> – any labour master or labour only sub-contractor or person supplied by any of them; – any self-employed person; – any person participating in any government, or otherwise authorised work experience, training, study, exchange, or similar scheme; – any voluntary persons.
<p>Product</p>	<p>any goods (including packaging, containers, labelling, instructions or advice, provided in connection therewith):</p> <ul style="list-style-type: none"> ○ sold, supplied or distributed by or on Your behalf; ○ erected, repaired, serviced, altered, treated or installed by You in the course of the business, and which has left Your care, custody or control.

<p>Pollution hazard</p>	<ul style="list-style-type: none"> ○ whether actual, alleged, or threatened: <ul style="list-style-type: none"> – ingestion, inhalation, absorption, release, escape, discharge, dispersal, seepage of, contact with, or exposure to pollutants; – subsequent spread, migration or movement of pollutants following the events noted above; ○ the costs of cleaning up, containing, treating, detoxifying, neutralising, removing, monitoring of, or testing for, pollutants and their effects, irrespective of whether these are performed by You or someone else.
<p>Pollutants</p>	<p>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.</p>
<p>Offshore work</p>	<p>getting onto a conveyance until leaving 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.</p>
<p>Event</p>	<p>all occurrences resulting from one originating cause including, but not limited to, 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. This will be treated as one single occurrence, irrespective of the number of injured parties, actual claimants, potential or eligible claimants, and irrespective whether it is brought by class action or individually by the claimants concerned.</p>
<p>Excess</p>	<p>the amount stated in the Schedule which You will be responsible to pay per event in respect of all damages, claimant’s costs and expenses and defence costs (including investigation costs other than Your company’s own salary and other internal costs), before We become liable to make any payment under this section of the policy.</p>
<p>Limit of indemnity</p>	<p>Our total liability for all amounts payable in accordance with the defined events, limited to the amount stated in the Schedule.</p> <p>If an event results in a valid claim or a series of valid claims under more than one operative section of this section of the policy, We will only be liable to pay up to the highest limit of indemnity available under any one of these operative sections.</p> <p>The limit of indemnity will be determined based on the Schedule, or such other limit as may apply by virtue of an endorsement noted on the Schedule, or specific sub-limit set out in this section of the policy.</p>
<p>System failure</p>	<p>malfunction or non-function of any mechanical and/or electronic system (whether it is Your property or not) caused by:</p> <ul style="list-style-type: none"> ○ the response of a computer to any date or date change, or; ○ the failure of a computer to respond to any date or date change, or; ○ 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. <p>Computer includes computer hardware, computer software, microchip, microprocessor, any electronic equipment, and any device that gives or receives electronic instructions or information.</p>

Pure financial loss	any monetary or economic loss or expense.
Retroactive date	the date stated in the Schedule, when cover starts.

SUB-SECTION 1 – PUBLIC LIABILITY

This sub-section covers You, subject to the defined events, for:

- personal injury to any person;
- loss of or damage to property;
- obstruction, loss of services, trespass, nuisance, or interference with any right of way, light, air, or water;

occurring after the retroactive date and within the geographical limits defined below, and arising from any claim first made against You, and that We were notified, of during the insurance period.

We will not pay more than the limit of indemnity stated in the Schedule for this operative section of the policy, for all sums which You are legally liable, including claimant's costs and expenses relating to any claimant, or number of claimants, for an event as well defence costs.

Where the limit of indemnity states "in the annual aggregate", Our total liability for all claims arising in any one insurance period be limited to the stated amount regardless of the number of events giving rise to such claims.

Geographical Limits

Will mean for the purposes of this sub-section 1:

- the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Zambia, Mozambique and Malawi;
- anywhere else 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 You at or from any premises situated in any of the countries specified in the point above.

Memorandum

- We will pay up to R5 000 000 (five million rand) per event or the Public Liability limit stated in the Schedule, whichever is lesser, for loss of or damage to another person's property because of a fire spreading from Your property to theirs.

What You are not covered for under sub-section 1 – Public liability

Under this sub-section, We will not pay for liability:

- for loss of, or damage to property belonging to You, or in Your care, custody, or control;
- damage to that part of the property being worked on and arising out of such work;
- arising from Your ownership, possession, or use by or on Your behalf or any of Your employees of:
 - any mechanically propelled vehicle or attached trailer, while in use where compulsory insurance or security is required by any road traffic legislation, but this restriction will not apply to liability caused by:
 - the loading or unloading of any such vehicle or trailer, arising beyond the limits of any carriageway or roadway;
 - any self-propelled mechanical plant, or any machinery or apparatus attached to any other vehicle, while used as a tool of trade;
 - any aircraft or other aerial device, hovercraft, watercraft, or offshore installation but this restriction will not apply to liability caused by:
 - hand propelled watercraft or sailing craft not more than 8 m (eight metres) long, or;
 - watercraft not more than 25 m (twenty five metres) long, that You do not own but that You use for business entertainment purposes, excluding racing or trials;

as long as You are not entitled to a payment under any other policy.

- arising from any product, except food or drink provided for consumption on Your premises;
- arising from 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 (Additional covers to assist You)

Subject to all the terms, exceptions, conditions and endorsements relating to this section of the policy, cover is extended to include the below listed extensions. However, the total amounts payable under these additional covers will be part of and not in addition to the limit of liability and You will be responsible for the excess stated in the Schedule.

Damage to leased or rented premises

Regardless of the exception under sub-section 1 relating to the exclusion of property owned by You or in Your care, custody or control, the cover provided under this sub-section extends to include liability for accidental loss of, or damage to premises (including fixtures or fittings) that You have leased, hired or rented under a written contract or agreement, but **excluding liability**:

- assumed by You under such contract or agreement, which would not have attached in the absence of such contract or agreement;
- for fire or any other peril against which such contract or agreement requires that insurance is in place;
- arising out of breach of any term, condition, or warranty under any other applicable insurance policy.

Cross liability

If You are more than one party, We will provide indemnity to each in the same way and to the same extent as if a separate policy had been issued to each. The total payment to all parties combined will not be more than the limit of indemnity stated in the Schedule.

Automatic acquisitions

The cover offered by this sub-section of the policy will automatically apply to all operations including premises acquired, established or created during the period of insurance, provided that:

- You notify Us in writing with the full underwriting information:
 - within 90 (ninety) days for new acquisitions where the annual turnover is less than 15% (fifteen percent) of Your last published annual turnover figure and there is no material alteration to the business or risk;
 - as soon as possible for new acquisitions other than as detailed in the point above;
 - at the beginning of any new insurance period if this is sooner than the points noted above;
- turnover for any new acquisitions will be declared in accordance with the specific condition that relates to adjustments if this sub-section of the policy is written on an adjustable basis;
- We reserve the right to:
 - apply a separate rate and premium and, if appropriate, terms where the sub-section of the policy is written on a non-adjustable basis and the total annual turnover of the new acquisitions represents an increase in turnover which is more than 15% (fifteen percent) of the estimate provided at the beginning of the insurance period, or;
 - accept or deny cover at the time of notification and to apply a separate rate and premium and, if appropriate, terms for any such cover where the new acquisition represents a material alteration to the business or risk.

Liability by agreement

This sub-section also provides cover against liability that You assumed under any contract entered into 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.

Movement of motor vehicles

In spite of the exceptions (what You are not covered for) applicable to sub-section 1, 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 extends to include liability arising in connection with the moving of any motor vehicle, trailer or caravan (not belonging to You) by any of Your employees or any person acting on Your behalf, provided that the movement of these vehicles is for the carrying on of Your business.

Security firms

In spite of the specific exception (what You are not covered for) of this section relating to contractual liability, if, because of a contract with a security firm engaged to protect Your insured property or persons in the course of Your business, You become 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 cover would have been granted under sub-section 1, had those employees been under a contract of service to You 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 covered under any other policy in respect of the same event, We will not be responsible to make any payment except in respect of any amount above the amount payable under the other policy.

SUB SECTION 2 – PRODUCTS LIABILITY AND DEFECTIVE WORKMANSHIP LIABILITY (YOU CAN BUY THIS COVER IF REQUIRED AND MUST BE STATED IN THE SCHEDULE)

This sub-section 2 covers both Products liability and Defective Workmanship liability and the limit of indemnity stated in the Schedule will be the maximum amount payable for both covers combined and per insurance period.

PRODUCTS LIABILITY

We will compensate You in respect of defined events happening anywhere within the geographical limits defined below, away from the premises that You occupy, and caused by goods or products (including containers and labels) sold or supplied (including wrongful delivery and delivery of incorrect goods) by You in connection with the business.

The amount payable hereunder, inclusive of any legal costs recoverable from You by a claimant or any number of claimants, and all other costs and expenses incurred with Our consent, for any one event or series of events with one original cause or source or during any one (annual) insurance period will not exceed in the aggregate the limit of indemnity for this sub-section as stated in the Schedule.

Geographical limits (applicable to Products liability only)

Will mean for the purposes of this sub-section:

- Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Zambia, Mozambique and Malawi or in connection with Offshore work within the Continental Shelf around those countries;
- anywhere else in the world, [excluding United States of America and/or Canada and/or their possessions or protectorates](#), but only in connection with business carried on by You at or from any premises situated in any of the countries specified in the point above.

What You are not covered for under sub-section 2 – Products liability

Irrespective of what is contained in this policy that may be contradictory, under this sub-section We will not pay for:

- [the cost of repair, alteration, recall or replacement of the goods or products \(including containers and labels\) causing injury or damage, only the resultant damage is covered.](#)

An example, would include Your office which runs a canteen for staff. A guest becomes severely ill from a meal bought at the canteen. We will then cover the medical costs associated with the meal purchased from the canteen that caused the guest to become severely ill. The cost of the meal, purchased by the guest would not be covered in this claim.

- 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;
- resulting from defective or faulty design, formula, plan or specification, but if you are a retailer this cover restriction does not apply if Your activities are only limited to sales, distribution and/or marketing (including any marketing advisory service accompanying the products) of the product and Your activities do not include final preparation, which means repackaging, packing, labelling, cleaning or provision of operating instructions prior to sale to Your original customers, nor include any enhancement, amendment or alteration to the product;
- arising from the product's failure to produce the intended result (inefficacy) or failure to conform to specification, unless such inefficacy or failure is due to negligence in the following of the such specifications;
- arising from goods or products intended to be installed, and installed in, or intended to form part of and forming part of, an aircraft;
- for injury or damage happening in the United States of America or Canada caused by or through or in connection with any goods or products sold or supplied by or to You, if such goods or products have, to Your knowledge, been exported to the United States of America or Canada by You or on Your behalf.

Extensions applicable to sub-section 2 – Products liability only (Additional covers to assist You)

Subject to all the terms, exceptions, conditions and endorsements relating to this sub-section of the policy, cover is extended to include the below listed extensions. However, the total amounts payable under these additional covers will be part of and not in addition to the limit of liability and You will be responsible for the excess stated in the Schedule.

Automatic acquisitions

The cover offered by this sub-section of the policy will automatically apply to all operations including premises acquired, established or created during the period of insurance, provided that:

- You notify Us in writing with the full underwriting information:
 - within 90 (ninety) days for new acquisitions where the annual turnover is less than 15% (fifteen percent) of Your last published annual turnover figure and there is no material alteration to the business or risk;
 - as soon as possible for new acquisitions other than as detailed in the point above;
 - at the beginning of any new insurance period if this is sooner than the points noted above;
- turnover for any new acquisitions will be declared in accordance with the specific condition that relates to adjustments if this sub-section of the policy is written on an adjustable basis;
- We reserve the right to:
 - apply a separate rate and premium and, if appropriate, terms where the sub-section of the policy is written on a non-adjustable basis and the total annual turnover of the new acquisitions represents an increase in turnover which is more than 15% (fifteen percent) of the estimate provided at the beginning of the insurance period, or;
 - accept or deny cover at the time of notification and to apply a separate rate and premium and, if appropriate, terms for any such cover where the new acquisition represents a material alteration to the business or risk.

DEFECTIVE WORKMANSHIP

Exclusions dealing with after handing over of work and work performed on the property is deleted. We will compensate You in accordance with the defined events for:

- resultant loss of or damage to third party property following defective workmanship to such property worked on in connection with the business;
- the amount payable hereunder, inclusive of any legal costs recoverable from You by a claimant or any number of claimants, and all other costs and expenses incurred with Our consent, for any one event or series of events with one original cause or source or during any one (annual) insurance period will not exceed in the aggregate the limit of indemnity for this sub-section as stated in the Schedule.

What You are not covered for under sub-section 2 – Defective workmanship

Irrespective of what is contained in this policy that may be contradictory, under this sub-section We will not pay:

- for the cost of rectifying or recalling defective work only the resultant damage for what was not worked upon;

Example 1: An electrician is called out to a client's property to fix the earth leakage on the electrical distribution board which keeps tripping. In the process, the electrician neglects to connect the relevant wires correctly, which causes a power surge and damages all the appliances in the house. We will only cover the damage to the appliances (the resultant damage), but not any damage that was caused to the distribution board (the item worked on).

Example 2: A mechanic has to fix a problem with a car's gearbox and in the process damages the car's steering column. We will only cover the damage to the steering column (the resultant damage), but not the fixing of the gearbox (the part worked on).

- resulting from the failure of such work to produce the desired effect or because the work did not produce the result anticipated or claimed;
- arising before the handing over of the work;
- arising from defective design;
- arising from any work on any aircraft or a part thereof.

What You are not covered for under sub-sections 1 and 2

In addition to the general exceptions of this policy and irrespective of anything to the contrary contained within the policy, We will not be liable to compensate You under sub-section 1 and sub-section 2 of this section against any liability:

- **Employee**
for loss of or bodily injury sustained by any of Your employees, or someone acting under a contract of service, which arises out of and/or during their employment or engagement by You or any liability attaching to You by virtue of any workmen's compensation, unemployment compensation or disability benefits law or any other similar law or regulation.
- **Pollution**
arising directly or indirectly from any pollution hazard:
 - in the United States of America and/or Canada and/or their respective possessions or protectorates;
 - anywhere else in the world, beside those countries or territories referred to in the point above, except where the pollution hazard results from a sudden, accidental, unexpected, and unintended, identifiable incident that takes place in its entirety at a specific identifiable time and place during the insurance period, and provided that the cover granted will not include events resulting from any pollution hazard that involves 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);

The total amount payable will be the limit of indemnity for sub-section 1.

- **Contractual liability**
that You assume under a contract or agreement, unless such liability would have attached in the absence of such contract or agreement.

This exception will include any liability that:

- arises under any penalty clause or in respect of fines or liquidated damages, or;
- arises out of the sole negligence of third parties, or;
- attaches by virtue of any waiver of subrogation rights against third parties, or;
- arises by reason of personal injury to any employee of third parties;

unless, once again, such liability would have attached in the absence of the said contract or agreement.

- **Professional services**
resulting from any act, error, or omission, in the provision, for a fee, of any advice, treatment, design services, instructions, or specification. This exception will not apply to first aid activities.
- **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. This exception will not apply to consequent bodily Injury or loss of, or damage to, property.
- **Recall**
resulting from the recalling, removing, repairing, replacing, reinstating, or the cost of, or reduction in value of, any product, if such liability arises from any defect or the harmful nature or unsuitability of the product.
- **Fines, penalties and punitive damages**
for fines, penalties, punitive damages, or exemplary damages.
- **Advertising**
resulting from wrongful and intentional remarks damaging the good reputation of a person or from false statements intended to do harm:
 - made by You or instructed by You, with knowledge of it being false, or
 - related to advertising, publishing, broadcasting, or telecasting activities, conducted by You or on Your behalf.
- **Toxic substances**
resulting 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 You know, or have reason to suspect, contains lead or formaldehyde or polychlorinated biphenyl.
- **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, irrespective of whether it is the main cause of the liability.
- **Pure financial loss**
for pure financial loss, unless such pure financial loss is as a direct result of personal injury or loss of, or damage to, property, for which cover is provided by this section of the policy.
- **Retroactive date**
arising out of or relating to any event which occurs before the Retroactive date.
- **Deliberate acts**
arising out of personal injury, death or loss of or damage to property resulting from, whether directly, a deliberate act or omission on Your part or on the part of any of Your employees.
- **Jurisdiction**
arising out of personal injury or any loss of, or damage to property, in respect of judgments delivered or obtained in the first instance other than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and Swaziland.
- **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.
- **Observance of terms**
You are required to abide by and fulfil all terms, conditions and endorsements of this policy in so far as they relate to anything that You need to do or comply with. It is a condition of cover that any statements, answers and information You provide in connection with this policy is truthful otherwise We will not be responsible for any claims payments under this section.

○ **Claims co-operation**

It is a condition of cover that in respect of any incidences that We are notified of or any claim itself, that You will:

- immediately on request, provide Us with any and information that We ask for;
- forward any communication, court process or documentation, or any other documents received relating to such incidence or claim immediately on receipt;
- as soon as possible, give Us all information and assistance required, and, where We have conduct of proceedings, within the time limits that are specified by Our legal representatives;
- not admit liability, payment, offer or promise of payment, or agree to compromise or pay or waive any right of subrogation or recovery, without Our express prior written consent.

○ **Claims control**

We will be entitled, at Our own discretion, to take over and conduct, in Your name, the defence or settlement of any claim, and prosecute, at Our own expense and for Our own benefit, any claims for indemnity or damages against any other persons.

○ **Deductible (excess)**

The excess will be subject to the following provisions:

- where We have incurred expenses in the defence and/or settlement of any claim the excess will be payable in whole or in part:
 - at any stage of a claim where payment has been made in respect of damages, claimant's expenses and/or defence costs and loss adjusting expenses, or;
 - at the settlement or closure of any claim, or;
 - where We, at Our own discretion, so require;
- We may, at Our own discretion, or where We are statutorily obliged to do so, pay sums falling within the excess to effect a settlement of any claim or potential claim, and, upon notification that such a payment has been made, You will immediately pay Us back the amount;
- the terms of this policy, including without limitation those governing Our rights in relation to the conduct and defence of claims and Your duties in the event of a claim, will not be affected or modified in any way by the existence or application of the excess.

○ **Discharge of liability**

We may at any time, at Our own discretion, pay You the limit of indemnity under this policy, or any lesser sum(s) for which any claim(s) can be settled, and We, after the deduction of any sum(s) already paid in connection with such claim(s), will not be responsible to make any further payments except for the payment of defence costs and expenses already agreed and incurred. However, in the event of any claim or series of claims resulting in a liability for which You are responsible to pay which is more than the limit of indemnity, Our liability by virtue of a judgment or settlement for such costs and expenses, will not be more than an amount that is in proportion to the ratio that limit of indemnity bears to the total payment made by You or on Your behalf in settlement of the claim(s).

○ **Alteration of Risk**

You must give Us immediate written notice of any changes which materially affects the risk insured, and We will be under no obligation to cover You for any claim(s) or claims until:

- We agreed in writing to accept the altered risk, and;
- You have paid or agreed to pay any additional premium that We require.

○ **Adjustments**

Where the premium is calculated on the statements and estimates provided by You, We require that You:

- keep an accurate record of all relevant particulars and, at any reasonable time, allow Us to inspect such record;
- within one month of the expiry of each insurance period provide Us with the relevant information for the expired period and We will adjust the premium accordingly. The difference will be refunded to You or due by You, as the case may be, subject to any agreed minimum premium.

- **Law**
This policy is subject to and will be interpreted in accordance with the law of the Republic of South Africa.
- **Amendment**
Changes to this policy will only be effective by way of a written endorsement to the policy which We have issued and signed and provide you with 31(thirty one) days' notice.
- **Offset of premium**
We will, at Our discretion, be entitled to deduct the value of premiums that You owe from the settlement figure of any valid claim under sub-sections 1 and 2 of this policy.
- **Standard extended reporting period**
If this section is not renewed or cancelled, You will have 31 (thirty one) days after the expiry date of the insurance period in which to notify Us of any formal claim and/or writ and/or other demand for compensation or court process received before the expiry date of this section for any event which happened after the Retroactive date and within the insurance period.
- **Special extended reporting period option (to be exercised by you in writing in the event of non-renewal).**
You have the option, within 31 (thirty one) days of the non-renewal of this section, and having paid the required additional premium within 31 (thirty one) days, to report claims within 36 (thirty six) months after the policy expiry. This reporting of claims will be regarded as having been done on the last day before the policy expired.

EMPLOYER'S LIABILITY (CLAIMS-MADE BASIS)

DEFINED EVENTS (WHAT WE COVER YOU FOR)

We will cover damages that You become legally liable to pay following the death of or bodily injury to or illness of any person employed by You under a contract of service or apprenticeship, which occurred in the course of and in connection with the person's employment, within the territorial limits defined below, on or after the retroactive date shown in the Schedule and which results in a claim or claims first being made against You in writing during the insurance period.

LIMIT OF INDEMNITY

The amount that we will pay, including any legal costs recoverable from You by a claimant or any number of claimants, and all other costs and expenses incurred with Our consent for any one event or series of events with one original cause or source, will not exceed the limit of indemnity stated in the Schedule.

TERRITORIAL LIMITS

For this section, will be **worldwide excluding the USA and Canada operations, but not in connection with:**

- any business carried on by You at or from premises outside, or;
- any contract for the performance of work outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zambia, Zimbabwe, Malawi and Mozambique.

What You are not covered for

- liability that You assumed under any contract, undertaking or agreement unless such liability would have attached in the absence of such contract or agreement;
- liability for disease or impairment attributable to a gradually operating cause (happening over time) that does not arise from a sudden and identifiable accident or event;
- fines, penalties, punitive, exemplary or vindictive damages;
- damages for:
 - judgements delivered by a court of competent jurisdiction outside the Republic of South Africa, Namibia, Botswana, Lesotho and Swaziland, and;
 - costs and expenses of litigation recovered from You by any claimant that are not incurred in and recoverable in the area described in the point above;
- any claim arising from an event known to you:
 - which is not reported to Us per the Claims General condition, or;
 - before the start date of this section;
- any claim, in the event that this section is cancelled or not renewed, that is not first made against You in writing within the 48 (forty eight) month period, or the extended period in respect of minors, as specified in 2nd Specific Condition;
- Any event that is covered by any statute such as The Compensation for Occupational Injuries and Diseases Act (COID Act No 130 of 1993 as amended) etc.

SPECIFIC CONDITIONS

- Any claim first made against You in writing due to a defined event that was reported in terms of the Claims General condition (termed 'reported event') will be treated as if it had first been made against You on the same day that You reported the event to Us.

- If this policy is cancelled or not renewed:
 - any claim resulting from a reported event, first made against You in writing during the 48 (forty eight) months immediately following cancellation or non-renewal will be treated as having been made against You on the same day that You reported the event. If the claimant is a minor, the period will be extended until the expiry of 12 (twelve) months after the claimant reaches majority;
 - You may report an event in terms of the Claims General condition for up to 15 (fifteen) days after cancellation or non-renewal, provided that:
 - the event occurred during the insurance period;
 - any subsequent claim first made against You in writing due to the same event will be treated as if it had first been made on the last day before the cancellation or non-renewal and is subject to the 48 (forty eight) month period specified above.
- Any series of claims made against You by one or more claimants during any insurance period due to one event or series of events with one original cause will be treated as if they all had been made against you:
 - on the date that You reported the event in terms of the Claims General condition, or;
 - if You were 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 against You in writing.

EXTENSION (Additional covers to assist You)

Principals

Where You and any of Your principals are held liable for the same damages and where a contract or agreement between you so requires, We will, despite the specific exception relating to liability assumed by contract or agreement, cover the principal in the same way as We would cover You but only as far as it concerns the liability of the principal to an employee for death or bodily injury to or illness of such person resulting from Your negligence or the negligence of Your employees, provided that:

- in the event of a claim in terms of this extension, You will try to arrange with the principal for the conduct and control of all claims to be made to Us;
- the principal will, as though they were You, fulfil and be subject to all the terms, exceptions and conditions (both general and specific) of this policy in so far as they can apply;
- Our liability is not increased.

OPTIONAL EXTENSIONS (Additional covers You can buy)

Extended reporting

At Your request and provided You pay an additional premium and subject to all the terms, exceptions and conditions of this section, We agree to extend the period during which You may report an event in terms of the Claims General condition for a period to be agreed but not exceeding 36 (thirty six) months (referred to as an extended reporting period), provided that:

- this option may only be exercised if We cancel or refuse to renew this section;
- You must exercise this option in writing within 31 (thirty one) days of cancellation or non-renewal;
- once agreed, this option cannot be cancelled by You or by Us;
- You have not obtained insurance equal in scope and cover to this section as per the expiring terms;
- We will only be responsible for a defined event that occurred after the retroactive date but before the date of cancellation or non-renewal;
- claims first made against You or any events reported by You during the extended reporting period will be treated as if they were first made or reported on the last day before the cancellation or non-renewal;
- the total amount that We will pay for claims made or events reported during the extended reporting period will not increase the limit of indemnity applicable on the last day before the cancellation or non-renewal;

- any claim made, following a reported event during the extended reporting period, which is first made against You in writing more than 48 (forty eight) months after the last day before cancellation or non-renewal, will not be covered. If the claimant is a minor, the 48 (forty eight) month period is extended until the expiry of 12 (twelve) months after the claimant reaches majority.

MEMORANDUM

For this section only the War, riot and terrorism General exclusion is deleted and replaced by the following:

“This section does not cover death, injury, illness or liability caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.”

CYBER INSURANCE (CLAIMS MADE BASIS)

In the event of conflicts between the rest of the policy and this Section, the terms, conditions and exclusions of this Section (*including but not limited to the minimum security requirements as per Special Conditions clause 6*) take preference as pertains to this Section.

What we cover You for (Defined Events or Insuring Agreements)

All sums which You become legally liable to pay, arising from any Claim first made against you and notified to us during the period of insurance in respect of any Loss as a result of a Wrongful Act or Harmful Act.

1. Cyber Liability

We will indemnify You for the amounts that You are legally responsible to pay as Loss that resulted directly from a Claim first made against Yourself, and notified to Us as per the provisions of this Section, during the period of insurance as a result of a Wrongful Act;

2. Crisis Management Expenses and Notification Expenses

We will pay for Crisis Management Expenses and Notifications Expenses that You incur as a result of a Claim first made against Yourself, and notified to Us as per the provisions of this Section, during the period of insurance as a result of a Wrongful Act;

3. First Party Expenses

We will pay First Party Expenses that You incur during the Restoration Period as a result of a Claim first made by Yourself, and notified to Us as per the provisions of this Section, during the period of insurance as a result of a Wrongful Act;

4. Loss of Business Income

We will pay Loss of Business Income that You incur during the Restoration Period as a result of a Claim first made by Yourself, and notified to Us as per the provisions of this Section, during the period of insurance as a result of a Wrongful Act, provided that:

- a) We will not pay more than 50% of the limit of indemnity stated in the schedule;
- b) The indemnity period shall start 12 hours after the actual impairment or denial of Your business activities having occurred.

5. Cyber Extortion

We will pay for a Cyber Extortion Loss that You incurred as a result of a Claim first made by Yourself, and notified to Us as per the provisions of this Section, during the period of insurance as a result of a Wrongful Act;

6. Digital Media Liability

We will indemnify You for the amounts that You are legally responsible to pay as Loss that resulted directly from a Claim first made against Yourself, and notified to Us as per the provisions of this Section, during the period of insurance as a result of a Harmful Act;

Provided that

- a) The maximum amount that We will pay for all Claims and expenses, made during the period of insurance, will be the lesser of the applicable Insuring agreement amount OR the unpaid portion of the applicable aggregate amount stated in the schedule for each policy period, regardless of the number of Claims or applicable insuring agreements;

- b) All Claims involving the same Wrongful Acts or Harmful Acts will be regarded as a single Claim, beginning at the earliest date a Claim is made alleging these Wrongful Acts or Harmful Acts;
- c) We will pay the amount of each Loss or Expense after the excess has been applied to the Claim;
- d) If more than one Insuring Agreement applies to the same Claim, we will apply the highest of all the excesses as the sole excess. If a time excess is applicable, this will be applied in addition to any other excess;
- e) Neither any Extensions nor General Provision 1 as contained in the Policy shall apply to the cover provided under this Section unless otherwise specifically endorsed in the schedule.

We will not pay for

Any Claim based upon, arising out of or resulting from:

1. Prior circumstances and litigation

- 1.1 Any circumstance that actually happened or allegedly happened before the Retroactive Date;
- 1.2 Any circumstance that actually happened or allegedly happened prior to the start of the period of insurance of this Section, if You knew or should have reasonably known that such circumstance could potentially result in a Claim; or
- 1.3 Any circumstance where written notice was given or accepted under any policy to which this Section is attached, is a renewal or replacement.

2. Insured versus Insured

brought or maintained by or on behalf of any Insured, except: for Wrongful Acts resulting in an actual or potential Privacy Breach covered under Insuring Agreement A; or a Claim brought by an Insured resulting directly from a Claim otherwise covered under this policy.

3. Insolvency

Your insolvency, bankruptcy or any business rescue practices.

4. Bodily injury and Property damage

any bodily, mental or emotional injury, anguish or distress, sickness, disease or death, or physical damage to, impairment, corruption or destruction of any tangible property including loss of use thereof. Data is not considered tangible property. In respect of Defined event 6, this exclusion does not apply to mental anguish or emotional distress resulting from Your Digital Multimedia Activities.

5. Employment practices

Any of your employment practices.

6. Service interruptions, Professional services, Product liability

a. service interruption or failure of satellites; electrical or mechanical failures or interruptions; outages of or interruption to supply of fuels, telecommunications or other infrastructure or services, unless under Your operational control or the Claim arises from a Network Security Breach; failure, gradual deterioration or theft of overhead transmission, distribution lines or subterranean insulation or cabling;

- a) You failing or ceasing to provide a product or service; or
- b) expiration, cancellation, alteration, withdrawal or recall of products or services and/or loss of use thereof.

7. Fees

for any fees, commissions, expenses or costs paid to or charged by Yourself.

8. Contractual Breach

liability that You assume under any contract or agreement unless such liability would have existed in the absence of such contract or agreement.

9. Pollution

the presence of, actual, alleged or threatened discharge, dispersal, release, or escape of pollutants or contamination of any kind; direction or request to in any way respond to or assess the effects of pollutants or contamination of any kind; or the existence, emission or discharge of any electromagnetic field/radiation or electromagnetism that affects any person, the environment or property. For this exclusion contamination shall not include Malicious Code.

10. Securities, Fiduciary, intellectual property

shares and other securities, including violation of any securities law; racketeering, money laundering, anti-trust violations or restraint of trade or unfair competition; violation of the responsibilities, obligations or duties related to employee benefit, pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts; or the validity, invalidity, infringement of, violation or misappropriation of or assertion of any right to or interest in any intellectual property rights, licensing statutes or regulations.

11. War, riot, terrorism

General Exception 1 of the Policy is extended to include cyber-terrorism and cyber-war.

12. Acts of God

any physical or natural event outside of Your control.

13. Trading losses

any trading losses, trading liabilities or change in value of accounts; any loss, transfer of, theft of monies, securities or tangible property of others in the care, custody or control of the Insured Organisation; monetary value of any electronic fund transfers or transactions lost, diminished, or damaged during transfer, or the face value of coupons, price discounts, prizes, awards, or any other valuable consideration in excess of the total contracted or expected amount.

14. Legal Action

action for damages brought in a court of law outside South Africa, or where action is brought in a court of law within South Africa to enforce a foreign judgment by way of Reciprocal Agreement or otherwise.

15. USA/Canada

directly or indirectly resulting from or in consequence of, or in any way involving any matter or Claim where relief is sought or legal action or litigation is threatened or pursued in a court of law or other authority, constituted in the USA and/or Canada, or arising out of any activities carried on in the USA and/or Canada.

16. Software

the use of pirated software, software not yet released from its development stage or that has not passed all test runs and proven successful in daily operations.

17. Hardware, Computer Systems

the wear and tear, drop in performance, progressive or gradual deterioration, or ageing of electronic equipment and/or hardware or due to Your failure to maintain any Computer System, software or other equipment.

18. Rectifying Weaknesses

the failure to rectify or improve weaknesses or defects in Your Computer System or processes, where these have come to Your attention or the attention of any one of Your principals, partners or directors (or any equivalent positions), with sufficient time to rectify to avoid, reduce or mitigate the impact of a resulting Claim.

19. Extortion Threat

any Cyber Extortion Threat by any government entity or public authority. You will use Your best efforts not to disclose the existence of Cyber Extortion Loss insurance. If through no fault of the Company, this knowledge enters the public domain or is revealed to a party posing a Cyber Extortion Threat, the Company may cancel the Cyber Extortion Loss insurance with immediate effect from the date such knowledge was revealed.

20. Unauthorised Collection

the unauthorised or unlawful collection of Third Party proprietary corporate or personal, private and confidential information.

21. Betterment

any costs or expenses incurred by Yourselves to identify or remediate any software errors or vulnerabilities; update, replace, upgrade, recreate or enhance any part of the Insured's Computer System to a level beyond that which existed prior to the Wrongful Act; or research or develop any Data, including but not limited to trade secrets or other proprietary information; or establish, implement, maintain, improve or remediate security or privacy practices, procedures or policies.

Definitions

Claim	<ol style="list-style-type: none"> 1. a written demand for damages or injunctive relief against an Insured; 2. a civil, criminal or penal judicial, administrative, investigative or regulatory proceeding, or arbitration commenced against an Insured by the service of a statement of claim or similar pleading, the receipt or filing of a notice of charges, hearing or proceeding, the return of an indictment or laying of information request, or a notice of intent to arbitrate or similar document; 3. a proceeding commenced by the Insured's receipt of a complaint made to or by the Information Regulator or a similar governmental regulatory body; 4. for Insuring Agreement 2, notification by the Insured to the Company of an actual or potential Privacy Breach or Network Security Breach; 5. for Insuring Agreement 3 and 4, Claim shall only mean a Network Security Breach; or 6. for Insuring Agreement 5, Claim shall only mean a Cyber Extortion Threat.
Claim Expenses	reasonable and necessary costs, charges, fees and expenses (other than regular or overtime wages, salaries, fees or overheads of the Insured or any Subsidiary) incurred by the Company or the Insured with the prior written consent of the Company, in defending Claims or investigating circumstances which may, in the Insured's reasoned opinion, lead to a Claim.
Crisis Management Expenses	reasonable and necessary expenses approved by the Company within one (1) year of the Insured notifying the Company of the Wrongful Act, for a public relations consultant and related advertising or communication expenses at the direction of said consultant.
Cyber Extortion Loss	<ol style="list-style-type: none"> 1. Cyber Extortion Payment; 2. reasonable and necessary forensic fees and expenses to determine and neutralise any Malicious Code or other compromise of the Insured's Computer System; 3. reasonable and necessary fees and expenses of the cyber extortion negotiator to investigate, determine and to end a Cyber Extortion Threat. <p>PROVIDED THAT:</p> <p>the Cyber Extortion Loss shall not exceed the covered Expenses that the Insured would have incurred had the Cyber Extortion Payment not been paid. Cyber Extortion Loss does not include any matters deemed uninsurable under the law governing the jurisdiction where the Insured has operations.</p>

Cyber Extortion Payment	funds or property paid with the Company's prior consent to terminate a Cyber Extortion Threat.
Cyber Extortion Threat	a credible threat (accompanied by a demand for funds or property), directed at the Insured to intentionally introduce Malicious Code to, carry out a Denial of Service Attack against, or commit a Theft of Data from the Insured's Computer System.
Data	the Insured's machine readable information.
Excess	the first amount payable by the Insured.
Denial of Service Attack	deliberate attack on the Insured's Computer System which restricts or prevents access by persons authorised to access same.
Digital Multimedia Activities	the publication or broadcast by the Insured of any digital media content.
Downstream Attack	use of the Insured's Computer System to attain Unauthorised Use of or Unauthorised Access to, participate in a Denial of Service Attack against or transmit Malicious Code to a foreign Computer System.
Expenses	all Claim Expenses, Crisis Management Expenses, Notification Expenses, First Party Expenses, Loss of Business Income and Cyber Extortion Loss.
First Party Expenses	<p>the following reasonable and necessary costs and expenses incurred by the Insured within one (1) year of the Insured notifying the Company of the Wrongful Act:</p> <ol style="list-style-type: none"> 1. to restore, re-collect, or replace Data. If Data cannot be restored, re-collected or replaced, the actual costs incurred up to such determination; 2. of specialists, investigators, forensic auditors, or loss adjusters to conduct a review to substantiate that a Network Security Breach occurred, or to determine the scope, cause or extent of any theft or unauthorised disclosure of information or Data or Privacy Breach; 3. reasonable and necessary costs and expenses incurred by the Insured to contain the Network Security Breach; including the use of external equipment, services, labour, premises or additional operating costs.
Harmful Act	<p>the following acts committed or attempted on or after the Retroactive Date, resulting directly from the Insured's Digital Multimedia Activities:</p> <ol style="list-style-type: none"> 1. defamation; 2. unintentional infringement of copyright, domain name, title, slogan, trademark, trade name, service mark, service name or license agreement and unintentional infliction of trade duress; 3. unintentional invasion, infringement, or interference with rights to privacy or publicity, including public disclosure of private facts, intrusion and commercial appropriation of name or likeness. <p>Harmful Act does not include the Insured's actual or alleged:</p> <ol style="list-style-type: none"> a. copyright infringement in relation to software, source code or software license; b. discrimination; c. restraint of trade, deceptive trade practices, unfair competition or antitrust violations; d. infringement or publication, display, copying, theft or misappropriation of any proprietary information by, or with the active involvement of any Insured; e. trademark infringement through the containment or display of goods, products or services; f. divulging of trade secrets;

Harmful Act (cont.)	<ul style="list-style-type: none"> g. Digital Multimedia Activities performed on internal message boards or messaging systems; h. errors in financial data published or publicised by the Insured; i. any other intellectual property except to the extent covered by 1, 2 or 3.
Insured	the Insured Organisation; Subsidiaries of the Insured Organisation; and Insured Person.
Insured Organisation	those organisations designated in the Schedule.
Insured Person	any past or present director, officer, trustee, employee (whether temporary or part-time), partner, or principal of the Insured Organisation or a Subsidiary, but only while acting on behalf of or in the interest of the Insured Organisation or a Subsidiary; independent contractors of the Insured Organisation or of a Subsidiary who are natural persons, but only with respect to Wrongful Acts within the scope of such person's duties performed on behalf of the Insured Organisation or of a Subsidiary; and any entity required by contract to be named an Insured under this Section and consented to in writing by the Company, but only for acts as detailed under the relevant Insuring Agreement.
Loss	<ol style="list-style-type: none"> 1. Claim Expenses resulting directly from a Claim; 2. Amounts which the Insured is legally obligated to pay resulting directly from a Claim in respect of: <ul style="list-style-type: none"> 2.1 judgments or awards rendered against the Insured; 2.2 regulatory fines, penalties or punitive damages imposed by a governmental regulatory body, to the extent payable and insurable under the law governing the Insured's operations; or 2.3 settlements which have been approved or negotiated by the Company <p>Loss does not include:</p> <ol style="list-style-type: none"> 1. profits, restitution, or disgorgement of profits by any Insured; 2. costs to comply with orders granting injunctive or non-monetary relief; 3. return or offset of fees, charges, royalties or commissions for goods or services; 4. non-compensatory (except to the extent covered at (2.2.2)), multiple or liquidated damages; 5. fines or penalties (except to the extent covered at (2.2.2)); 6. damages, fines, penalties or awards from industry-wide, non-firm specific regulatory inquiry or action; 7. any amount which the Insured is not legally liable to pay; 8. loss of any remuneration or financial advantage to which the Insured was not legally entitled; 9. matters deemed uninsurable under the jurisdiction in which a Claim is brought; and 10. matters relating to laws not pursuant to which this Section may be construed.
Loss of Business Income	the reduction in net income (net profit before income taxes) which the Insured would have earned had no Network Security Breach occurred; and the Insured's reasonable continuing, and normal operating and payroll expenses (after accounting for savings) that were incurred and affected by a Network Security Breach. Loss of Business Income shall not mean bank interest or investment income, nor include penalties paid to third parties or losses arising from Claims made by third parties.

Malicious Code	software designed to infiltrate or damage the Computer System without the Insured's consent.
Network Security Breach	a Downstream attack, Unauthorised Access to, Unauthorised Use of, Theft of Data from, Denial of Service Attack against or transmission of Malicious Code to the Insured's Computer System, including physical theft of any part thereof.
Notification Expenses	reasonable and necessary expenses approved by the Company within one (1) year of the Insured notifying the Company of the Wrongful Act, to comply with governmental privacy legislation or Guidelines recommending as best practice, notification in the event of a Privacy Breach or Network Security Breach.
Privacy Breach	a statutory, regulatory or common law breach of confidentiality, infringement, or violation of any right to privacy, which results in harm to employees of the Insured or third parties.
Restoration Period	begins for First Party Expenses, immediately after the actual or potential impairment or denial of the Insured's business activities occurs; and continue until the earlier of: the date the Insured's business activities are restored, with due diligence and dispatch, to the condition that would have existed had there been no Network Security Breach; or 60 days after the date an Insured's Computer System is fully restored, with due diligence and dispatch, to the condition that would have existed had there been no Network Security Breach.
Retroactive Date	the Retroactive Date as specified in the cyber Section Schedule. If not specified, the Retroactive Date shall be the date of first inception of this Section.
Sensitive Systems	all systems (including all hardware, software, physical components thereof and data stored thereon) visible to external networks and/or used to store/process Sensitive Information.
Sensitive Information	any confidential or proprietary non-public information of the Insured or Third Party; or any confidential non-public information relating to a natural person.
Subsidiary	any entity in which the Insured Organisation directly or indirectly holds or controls the majority of voting rights; has the right to appoint, remove, or controls a majority of the board of directors, or board of trustees, or the functional equivalent; or holds more than half of the issued share or equity capital.
Theft of data	the unauthorised taking, misuse, modification, deletion, corruption, destruction or disclosure of Data or information, whether in paper or electronic format.
Third Party	any entity or natural person. Third Party does not mean: any Insured; or any other entity or natural person having a financial interest or executive role in the operation of the Insured or any Subsidiary.
Unauthorised Access	Unauthorised Access the actual gaining of access to a Computer System by an unauthorised person or persons or an authorised person in an unauthorised manner.
Unauthorised Use	the use of a Computer System by an unauthorised person or persons or an authorised person in an unauthorised manner.
USA and/or Canada	the United States of America and/or Canada and/or their respective possessions or protectorates and/or any country operating under the laws of the United States of America or Canada.

Wrongful Act	<p>the following acts committed, attempted or alleged on or after the Retroactive Date:</p> <ol style="list-style-type: none"> 1. for purposes of coverage under Insuring Agreements 1 and 2 any error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted or allegedly committed or attempted by an Insured, with respect to its duties as such, or others acting on behalf of the Insured for whom the Insured is legally responsible, resulting in an actual or potential Privacy Breach or Network Security Breach; 2. for purposes of coverage under Insuring Agreement 3 and 4 a Network Security Breach; 3. for purposes of coverage under Insuring Agreement 5, a Cyber Extortion Threat.
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Specific conditions

1. Reporting and notice

You must notify Us as soon as You possibly can via the emergency incident response hotline number as stated in the schedule, but within 30 days, of becoming aware of any Claim or circumstance which could reasonably give rise to a Claim. For any Cyber Extortion Threat made, You must notify Us immediately.

2. Loss of Business Income Calculation

The calculation for Loss of Business Income to be based on:

- a) revenues and costs generated in the twelve (12) month period immediately before the Network Security Breach corresponding with the Restoration Period;
- b) reasonable projections of future profitability or otherwise, had no loss occurred;
- c) all changes that would affect the future profits generated;
- d) any savings or amounts recovered in connection with or as a result of a Network Security Breach; and
- e) incidental benefits as a result of competitors suffering a related failure.

Requests for indemnity should be accompanied by the calculation described above, together with details of the calculation and the assumptions made. You are obliged to produce any documentary evidence which We may require. The costs and expenses associated with investigating, preparing and submission of the request for indemnity shall be for Your own expense.

You shall afford Us or any of Our agents all reasonable assistance in Our investigations at Your own cost. Any loss of Business Income payments will, where applicable, be reduced by the extent to which You use damaged or undamaged data; make use of available stock, merchandise or other data; or use substitute facilities, equipment or personnel.

3. Corporate Acquisitions, Mergers, Amalgamations and Takeovers

This Section does not cover any company or other legal entity acquired during the period of insurance unless We have been advised of this and We agreed to endorse Your policy accordingly.

4. Territory, Jurisdiction and Governing Law

This Section applies to Claims resulting from acts alleged or committed anywhere in the world and shall be construed in accordance with the laws of the Republic of South Africa.

5. Service Level Agreements

We have entered into service level agreements with service providers for the provision of services covered under the Section Insuring Agreements. The terms of the service level agreements are applicable to Yourself as if You had signed these and are available from Us on request.

6. Minimum Security Requirements

Before We accept any liability, it is a condition that in addition to Your data and information security procedures as disclosed, You will comply fully with Our minimum security requirements as specified below on commencement of and throughout the duration of this Section:

- a) Firewalls implemented to restrict access to digitally stored Sensitive Information;
- b) Anti-virus and/or anti-malware software implemented on all desktops, laptops and Sensitive Systems (where applicable and in accordance with best practice recommendations) and kept up to date per the software providers' recommendations;
- c) Security related patches and updates applied on Sensitive Systems within 3 (three) months of release by the provider;
- d) Password controls implemented on Sensitive Systems. These controls must include:
 - I. Password length of at least 8 (eight) characters;
 - II. User account passwords changed at least every 120 (one hundred and twenty) days;
 - III. Passwords configured which are not common dictionary words and cannot within reason be deemed widely used or easily guessable;
 - IV. User accounts configured to lockout as a result of at most 20 (twenty) failed authentication attempts;
 - V. All default installation and administration accounts secured via changing the password and where possible disabling, deleting or renaming the account.
- e) Administrative and remote access interfaces are not accessible via the open internet. Where such interfaces are required these are accessible exclusively over secured channels such as Virtual Private Network (VPN) connections;
- f) Controls implemented to restrict wireless network access to Sensitive Systems and Sensitive Information to authorised users. Controls to include:
 - I. enabling encryption of wireless network traffic;
 - II. changing default access passwords to complex passwords comprising lowercase letters, uppercase letters, numbers, and symbols;
 - III. implementing authentication to access the wireless network.
- g) Controls implemented to restrict physical access to offices, server rooms/sensitive processing facilities and if applicable remote locations including disaster recovery sites to authorised users;
- h) The system and/or activity logs for all Sensitive Systems stored for a minimum period of 6 months;
- i) User privileges for users with access to Sensitive Systems and Sensitive Information must be revoked within thirty (30) days of termination of employment at the Insured and where notified for termination of employment at a service provider;
- j) In order to qualify for cover under Insuring Agreements 4 and 5:
 - I. Documented disaster recovery and business continuity plans;
 - II. Generate backups at least weekly;
 - III. Monitor and ensure the successful generation of backups;
 - IV. Test the ability to restore data from backups at least every six (6) months.

MOTOR

This section is divided into sub sections, each of which offers a different type of cover that applies to Your motor vehicles.

Sub-Section A: Loss or damage

DEFINED EVENTS (WHAT WE COVER YOU FOR)

- The loss of or damage to Your insured vehicle(s) that are listed in the Schedule, including any accessories and spare parts while they were on or in the vehicle(s);
- In addition, We will also pay up to R40 000 (forty thousand rand) in the aggregate any one event, per vehicle for:
 - the cost of protection and removal of the insured vehicle to the nearest repairers if the vehicle is undriveable following an insured event;
 - the cost of storage at the nearest yard, place of safety or repairers, if the vehicle is undriveable following an insured event the cost of delivering the insured vehicle after it has been repaired, to Your permanent address situated in the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zambia, Zimbabwe, Malawi or Mozambique;
 - emergency repairs that You have agreed to without Our prior approval but only if You first have obtained a detailed estimate and forward it to Us.
- The limit of indemnity for each type of vehicle will be as noted in the Schedule and is the maximum amount that We will pay;
- Following a valid claim, We have the option to either repair, reinstate or replace the vehicle, or any part thereof, it's accessories and spare parts that where in or on the vehicle or We may choose to pay You in cash. Payment will not exceed the amount stated in the Schedule and/or the reasonable retail value, including any specified accessories, whichever is the less;
- At the time of loss or damage, the reasonable retail value of the vehicle, including its factory fitted accessories and spare parts, will be determined by the most updated Auto Dealers Guide or Commercial Vehicle Guide.

PROVISIONS TO SUB-SECTION A

Suspensive sale

If We are aware that the vehicle is subject to a suspensive sale or similar agreement, payment will be made directly to the owner as noted in the agreement. We will consider this payment as full and final settlement of the claim.

Example: Vehicles are usually bought through an installment agreement in which, whilst the possession and use of the car would immediately be accorded to the buyer, the ownership would be reserved with the financing institution until final installment is paid. Thus, in the event of a loss of a vehicle under such arrangements, preference would be given to the titleholder on the certificate of registration.

First amount payable

In the event of a valid claim, You will be responsible for the excess(es) stated in the Schedule (according to the type of vehicle) You will also be responsible for any expenditure (or any less expenditure which may have incurred) for which provision is made under this sub-section, including any payment of costs, expenses and fees and of any expenditure by Us in the exercise of any discretion We may have under this insurance. If any expenditure uncured by Us includes any excess that You are responsible for, You will need to repay this amount to Us.

Fire, lightning and explosion

The standard motor excess will not apply to loss or damage caused by fire, lightning or explosion.

Sound equipment

In the event of a valid claim for theft or attempted theft or motor radios, cassette players or other similar equipment or telephones:

- **if supplied by the manufacturer when new**, We will pay the replacement value of the item less the standard basic motor excess stated in the Schedule for that vehicle type;
- **if the equipment was not supplied and fitted by the manufacturer (after-market installation)** and it is not separately specified in the Schedule, We will only pay up to R3 500 (three thousand five hundred rand) per event and You will be responsible for an excess of R500 (five hundred rand) per claim;
- **if you have specified the equipment in the Schedule**, We will pay up to the amount stated in the Schedule, less any excess specified.

We will not pay for (applicable to sub-section A):

- consequential loss because of any cause whatsoever;

Example: You are a hardware store and have a contract to deliver goods to your clients. You are involved in accident with your motor vehicle and you are unable to meet these contractual obligations and lose the contract thereby suffering a trading loss. The cost of this loss will be deemed to be a consequential loss and will not be covered under this section of the policy.

- money paid toward the upgrade or extension of a maintenance plan or similar expense;
- depreciation in the value of the vehicle whether from repairs following a defined event or any other reason;
- wear and tear;
- mechanical, electronic or electrical breakdown, failure or breakage;
- damage to tyres:
 - by applying brakes, or
 - by road punctures, cuts or bursts, or
 - as a result of inequalities of the road or other surface or by impact with such inequalities unless damage to tyres is accompanied by damage to other parts of the vehicle.
- damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities;
- damage to the insured vehicle caused by or attributable to the un-roadworthy condition of the vehicle;
- 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 (WHAT WE COVER YOU FOR)

We will cover all sums, including claimant's costs and expenses, that You and/or any passenger becomes legally liable to pay, following an accident caused by or through or related to any vehicle described in the Schedule and in respect of:

- death of or bodily injury to any person who is not a member of Your household or in Your employ, arising from in during such employment;
- damage to property that does not belong to You, held in trust by You, that is in Your custody or control or being conveyed by, loaded onto or unloaded from such vehicle.

We will also:

- pay all costs and expenses incurred with Our written consent, and will be entitled, at Our discretion, to arrange representation at any inquest or inquiry relating to any death which may be claimed for under this sub-section or for defending in any Magistrate's court against any criminal proceedings regarding any act causing or relating to an event which may lead to a claim under this sub-section but not exceeding, in total for this extension and this sub-section, the amount stated in the schedule;
- indemnify any person who is driving or using the insured vehicle on Your order or with Your permission as long as:
 - such person will, as if they were You, observe, fulfil and be subject to all the terms, conditions and exceptions of this insurance in so far as they can apply;
 - to Your knowledge, such person has never been refused any motor insurance or the continuation of any motor insurance by any insurer;
 - no claims will be paid for any member of the same household as the person that was driving Your vehicle;
 - such person cannot claim for the same event under any other insurance policy. We will, however, pay for the amount that the said driver cannot recover from the other insurance policy.
- Pay a valid claim if You were personally driving a private type motor car that does not belong to You but excluding any vehicles that You have leased or hired under a lease of suspensive sale agreement, provided You are an individual and that You have insured a vehicle, described under vehicle definition 1 or 2, under this section. **Damage to the vehicle being used or driven is excluded;**
- cover liability that results from the towing by a vehicle (other than for reward) of any other vehicle or trailer as well as any liability that may arise in connection with the towed vehicle or trailer. We will, however, not pay for any damage to the towed vehicle or trailer or to any property contained therein or thereon.

Limits of Indemnity

We will not pay more than the limits of indemnity stated in the Schedule in respect of any one event.

We will not pay for (applicable to sub-section B):

- any compensation or claim that falls within the scope of any Compulsory Motor Vehicle Insurance enactment, irrespective of whether such cover is in force or has been effected and regardless of whether the applicable legislative fund is unable to or incapable of providing compensation;
- 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 that the event occurs which may give rise to a claim (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)) 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 does not apply to forklift trucks;
- if the driver of the insured vehicle must obtain separate third party liability insurance specific to any country outside the borders of South Africa, We will not pay any claims that for legal liability that may arise from the use or possession of the insured vehicle while in the country concerned.

Sub-Section C: Medical Expenses

DEFINED EVENTS (WHAT WE COVER YOU FOR)

If an occupant in the specified part of a vehicle described in the table below, in direct connection with such vehicle, sustains bodily injury by violent, accidental, external and visible means, We will pay You up to R10 000 (ten thousand rand) 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, for medical expenses incurred as a result of such injury.

The amount payable under this sub-section will be reduced by any amount that can be recovered 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 any injured occupant from such vehicle or to bring the 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' means an occurrence or series of occurrences arising from one cause in connection with any one vehicle covered under this section.
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 <ul style="list-style-type: none"> ○ any vehicle owned by or hired or leased to You; ○ including any vehicle temporarily used by You as replacement for any insured vehicle that is out of use for the purpose of overhaul, upkeep and/or repair as long as: <ul style="list-style-type: none"> – the maximum period a rental or temporary vehicle can be used is 31 (thirty one) consecutive days; – the maximum amount that We will pay will not be more than 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 less.

Description of use	<p>Use for social, domestic and pleasure purposes and use for Your business or occupation but excluding:</p> <ul style="list-style-type: none"> ○ hiring; ○ carriage of passengers for hire or carriage of fare paying passengers; ○ racing, speed or other contests, rallies, trials; ○ carriage of explosives; ○ carriage of any load or passengers exceeding the capacity for which the vehicle is constructed or licensed to carry; ○ use for any purpose in connection with the motor trade; ○ used for other than what the vehicle was constructed or licenced to be used for. <p>We will still cover the insured vehicle while it is in the custody or control of any member of the motor trade but only for the purpose of its overhaul, upkeep or repair. Cover will however be excluded if the vehicle is in their possession or on commission or else for the purpose of retail (being sold) or something similar.</p>
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We will not pay for (Specific Exceptions: applicable to All sub-sections)

- We will not be responsible for any accident, injury, loss, damage or liability:
 - while the vehicle is being used with Your general knowledge and consent otherwise than in accordance with the description of use clause;
 - That happens:
 - outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zambia, Zimbabwe, Malawi and Mozambique provided that, We are not liable for any accident, injury, loss, damage or liability if the country entered into provides cover on entry, but
 - We will pay for 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.
 - arising from the ownership, possession or use of vehicles:
 - 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;
 - in the underground workings of any mine or on the apron or runway at any airport.
 - incurred while any vehicle is being driven by:
 - You, Your employees, principals or partners 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 while their blood alcohol percentage exceeds the statutory limit at the time of the occurrence or while not licensed to drive such vehicle or if you or your employees fail a breathalyser test;
 - any other person with Your general consent who, to Your knowledge, is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself/herself) or while the blood alcohol percentage of such person exceeds the statutory limit at the time of the occurrence or who does not hold a valid driver’s license to drive such vehicle, but this shall not apply if the You were unaware that the driver does not hold a valid driver’s license and You can prove to Our satisfaction that, in the normal course of his/her business, procedures are in operation to ensure that only valid licensed drivers are permitted to drive insured vehicles;

- 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:
 - goods vehicles with a gross vehicle mass (GVM) exceeding 3 500kg;
 - breakdown vehicles;
 - buses;
 - mini-buses with a GMV exceeding 3 500kg (three thousand five hundred kilograms) or with 12 (twelve) or more seats (including the driver);
 - motor vehicles conveying persons for reward;
 - motor vehicles conveying more than 12 (twelve) persons;

but this shall not apply if You were unaware that the driver does hold a valid driver's license and that You can prove to Our satisfaction that, in the normal course of business, procedures are in operation to ensure that only valid licensed drivers are permitted to drive insured vehicles provided that any driver will 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 the 1st Specific Exception or if a valid 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 the 1st Specific Exception, that You are a company or close corporation, the term 'You' will include any director or senior manager of such company or close corporation.

- We will not be liable for any claim arising from contractual liability, unless such liability would have attached to You notwithstanding such contractual agreement.

CLAUSES AND EXTENSIONS (ADDITIONAL COVERS TO ASSIST YOU)

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 will apply without exception:

- if the insured vehicle is lost or damaged We will pay for costs incurred:
 - **occupants** – in repatriating up to 4 (four) occupants back to their place of residence within the Republic of South Africa, not exceeding R10 000 (ten thousand rand) per event;
 - **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 Us, not exceeding R5 000 (five thousand rand) per event;
 - **temporary repairs** – the costs of any temporary repairs undertaken by a repairer situated outside the Republic of South Africa not exceeding s R5 000 (five thousand rand) per event.
- You must provide Us 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)

Instead of monetary payment and with Your consent or the consent of any other interested party known to Us, We will replace the said motor vehicle with a new motor vehicle of the same type and model (provided that such vehicle is available) if within 12 (twelve) months after the first registration of the vehicle and if it has not been driven for more than 30 000 km (thirty thousand kilometres) provided that:

- the vehicle was stolen or hi-jacked and cannot be traced within a reasonable period after the loss was reported to Us, or
- the vehicle is damaged to the extent that the cost of repairs exceeds 70% (seventy percent) of its list price plus taxes when new;
- the basis of indemnity will be the current cost of a new motor vehicle of the same or similar model, not exceeding 120% (one hundred and twenty percent) of the maximum indemnity as stated in the Schedule, less any excess;

- in the event of a vehicle being replaced under the circumstances as described in the first two provisions above, We will be entitled to the possession and ownership of the lost or damaged vehicle.

Cross liabilities

Where more than one Insured is named in the Schedule, We will pay each Insured separately and not jointly, and any liability arising between them will be treated as though separate policies had been issued to each provided that the total amount We pay does not exceed the limit stated in the Schedule.

War

In respect of sub-section B and C only, the War, riot and terrorism General Exclusion 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

You 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.

Example: Tyres that are below the legal thread limit, impacts the distance before your car comes to a complete stop in wet road conditions. If you are in an accident and our investigations show that the accident could have been prevented if your car's tyres were within the legal thread limit, we will reject your claim.

Passenger liability

The 2nd exception (what We do not pay for) under sub-section B shall not apply to vehicles described in vehicle definition 2, other than special types, or in definitions 3 or 4. We will not pay more than R2 500 000 (two million five hundred thousand rand) for any one claim.

Principals

Irrespective of the 2nd Specific Exception, cover under sub-section B extends to include payments 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 that arises from the performance of these contracts, any principal named in such contract entered into by You for the sole purpose of the business but not exceeding the limit of indemnity stated in the Schedule.

Waiver of subrogation rights

For the purposes of this section, We waive all rights of subrogation or action which We may have or acquire against any other person to whom the indemnity hereunder applies, and each such person will observe, fulfil and be subject to the terms, 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

We will pay up to R15 000 (fifteen thousand rand) per event to cover 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, should the key or alarm controller be lost or if You have reason to believe that any unauthorised person may be in possession of a duplicate key or alarm controller. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

You will be responsible for an excess of 10% (ten percent) of the claim with a minimum of R1 250 (one thousand two hundred and fifty rand) per event.

Parking facilities and movement of third-party vehicles

We will also pay up to R2 500 000 (two million five hundred rand) per event, for accidents caused by or through or in connection with the moving of any vehicle (not owned or borrowed by or hired or leased to You) or by any person in Your employ or acting on Your but excluding:

- damage to vehicles which are parked for reward;
- For the purpose of this extension, such vehicle (and its contents) will not be deemed to be held in trust by You or to be in Your custody or control.

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

Windscreen/Glass

We will pay for the cost to repair or replace damaged windscreen glass, side or rear glass, head or tail lamps, or fitted spotlights forming part of any vehicle as stated in the Schedule as long as there is no other damage to the vehicle giving rise to a claim under the policy. You will be responsible for the excess applicable to glass as stated in the Schedule.

Spare parts

In the event of any part not being available as a standard (ready-manufactured) article within the Republic of South Africa, We will pay an amount that is equal to the value of such part at the time of loss but not more than 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

We will pay up to R10 000 (ten thousand rand) per event to cover costs and expenses incurred in the clearing up and removal of debris and wreckage of any insured vehicle following damage to such vehicle by a defined event as long as such vehicle is comprehensively insured under sub-section A.

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)

In case of an emergency due to loss or damage to or mechanical or electrical breakdown of the insured vehicle, We will pay up to R500 (five hundred rand) per person, limited to R2 500 (two thousand five hundred rand) combined for all persons per event and not exceeding R5 000 (five thousand rand) per insurance period, for accommodation for You and/or Your spouse as well as any passenger travelling with You.

Tracking device

If the tracking device fitted to the insured vehicle is unrecoverable or damaged beyond repair, We will pay the reasonable replacement value of such device, but not more than R1 500 (one thousand five hundred rand).

Vehicle sharing

If 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 provided that:

- the passengers are not being carried in the course of a passenger-carrying business;
- the total payments received for such journeys do not involve any element of profit.

Loss of fuel

We will pay for loss of fuel from the fuel tank of the insured vehicle stated in the Schedule due to a collision involving the vehicle or following the theft/hijacking of the vehicle or any attempt thereat accompanied by violence or threat of violence and subject to the following conditions being met:

You must provide proof of the quantity of fuel contained in the vehicle's fuel tank at the time of loss:

- We will not pay more than R1 000 (one thousand rand) per event;
- You will be responsible for an excess of R250 (two hundred and fifty rand);
- You also pay any other excesses in terms of the original claim.

OPTIONAL CLAUSES AND EXTENSIONS (ADDITIONAL COVERS YOU CAN PURCHASE TO BE STATED IN THE SCHEDULE)

Contingent liability

Cover under sub-section B is extended to include claims made against:

- You 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 that does not belong to You and was not provided by You, while being used by any of Your partners, directors or employees (referred to as “such person” for the purpose of this extension);
- 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 You or leased or hired by either of You, but only if such person has not been refused any motor insurance or the continuance thereof by any insurer provided that:
 - The 2nd exception under sub-section B is deleted;
 - We will not be responsible for loss of or damage to any motor vehicle being used for the purposes and in the manner described in the two points above;
 - The payment made by you of subsidies or travelling allowances to such person for the use of his own vehicle for official purposes of Your business, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this extension;
 - If, at the time of happening of any accident giving rise to a claim under this extension, You or such person is entitled to payment under any other policy in respect of the same occurrence, We will not be responsible to make any payment under this policy except in respect of any excess beyond the amount payable under such other policy;
 - The terms, exceptions and conditions of the policy will always apply;
 - We will not pay more than the limit stated in the Schedule for each occurrence.

Credit shortfall

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

- any arrears installments or rentals including interest payable on such arrears;
- all refunds of premium for cancellation of any insurance cover relating to the motor vehicle;
- 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;
- the excess payable under sub-section A.

Cover under this extension will also be subject to the following provisions:

- We will not pay more than the maximum amount less the excess payable under Sub-Section A;
- This endorsement will 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;
- If such shortfall is because of a re-advance under an installment sale or refinancing in terms of a lease the insurance by this extension shall be void;
- The amount payable under this extension will not exceed the amount stated in the Schedule subject to the terms, provisions and conditions of this extension.

Waiver of basic compulsory first amount payable (only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500kg)

The Basic Compulsory Excess that is stated in the Schedule is hereby cancelled as long as:

- this extension applies to You and Your designated driver who is older than 25 (twenty five) years of age and has held a valid driver’s licence for more than 5 (five) years and which is unendorsed;
- this extension will not apply to windscreen claims and if the loss or damage is as a result of theft or hi-jacking of the vehicle.

Unauthorised passenger's personal injury liability

Irrespective of the 2nd exception (**We will not pay for**) under sub-section B, cover extends to include Your legal responsibility 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 violation of Your instructions to the driver not to carry passengers. We will not pay more than the limit of indemnity stated in the Schedule for any one occurrence.

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

If a comprehensively insured vehicle is stolen, hijacked or damaged and We have accepted liability to compensate You for the loss, We will, at our discretion, pay You the equivalent rental cost of a replacement vehicle or arrange for a replacement vehicle subject to the following:

○ **Cost and capacity of vehicle rented:**

- the daily rental cost will not exceed the amount stated in the Schedule;
- the engine capacity of the hired vehicle will not exceed 2 000 cc;
- the carrying capacity of the hired vehicle will not exceed 3 500kg;
- all delivery and/or collection costs;
- 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 the last two points above.

○ **Excluded costs (costs that We are not responsible for paying):**

- any deposits payable;
- fuel used during the rental period;
- parking fees, speeding fines or fines, toll or e-toll costs;
- excesses payable to the rental company.

○ **The rental period:**

- starts on the day We admit liability in terms of the original claim and agree to the rental;
- the rental period will end at the time when:
 - the stolen vehicle is recovered (and repaired if necessary) and returned to the owner;
 - the vehicle is repaired after being damaged and returned to the owner;
 - We have discharged liability in respect of the loss suffered;
 - after 31 (thirty one) consecutive days;

whichever occurs first.

Loss of use (only applicable to heavy commercial vehicles with a GVM in excess of 3 500kg)

If a comprehensively insured vehicle is stolen, hijacked or damaged and We have accepted liability to compensate You for the loss, We will pay You the equivalent rental cost of a replacement vehicle subject to the following:

○ **Cost of the vehicle rented:**

- the daily rental cost shall not exceed the amount stated in the Schedule;
- all delivery and/or collection costs;
- 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 the last two points above.

○ **Excluded costs (costs We will not be liable to pay):**

- any deposits payable;
- fuel used during the rental period;
- parking fees, speeding fines or fines, toll or e-toll costs;
- excesses payable to the rental company.

- **The rental period:**
 - starts on the day that We admit liability in terms of the original claim and agree to the rental
 - the rental period shall cease at the time when:
 - the stolen vehicle is recovered (and repaired if necessary) and returned to the owner;
 - the vehicle is repaired after being damaged and returned to the owner;
 - We have discharged liability in respect of the loss suffered;
 - after 31 (thirty one) consecutive days;
- whichever occurs first.

You will be responsible to settle the rental costs and to submit the rental invoice to Us for reimbursement following the conclusion of the rental period as stated.

Riot and strike

You are covered for loss of or damage to the insured property caused by:

- civil commotion, labour disturbances, riot, strike or lockout;
- the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any event noted above.

We will not pay for:

- damages that occur within the Republic of South Africa or Namibia;
- any kind of consequential or indirect loss or damage unless it is loss of rent insured under this section;
- loss or damage caused by total or partial stoppage of work, or the slowing down or interruption or stoppage of any process or operation;
- loss or damage due to confiscation, commandeering or requisition (whether permanent or temporary) by any lawfully constituted authority;
- loss or damage due to war, acts of a foreign enemy, warlike operations (whether war has been declared or not) or civil war;
- loss or damage arising from military uprising or usurped power, martial law, rebellion or revolution that determines the proclamation or maintenance of martial law;
- loss or damage due to any act whether it is on behalf of a person, a body or persons or organisation that is calculated to overthrow the government, local, tribal or provincial authority with force, fear, terrorism, violence or protest against them;
- loss or damage arising from any act that is calculated to bring about loss or damage to further any political aim, to bring about social or economic change.

OPTIONAL LIMITATION OF COVER (YOU CAN CHOOSE TO PAY LESS AND LIMIT THE COVER MUST BE STATED IN THE SCHEDULE)

Third party only limitation

The following are cancelled:

- sub-section A;
- sub-section C.

Third party, fire and theft only limitation

Our responsibility 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 CONDITIONS

Driver's licence

A valid driver's license is a license that has not been cancelled, suspended or revoked.

If, while this policy is in force, any driver's licence belonging to You or any one of Your authorised drivers is endorsed, suspended, cancelled or revoked or if You or any of Your authorised drivers are charged or convicted of negligent, reckless or improper driving, You must notify us of this as soon as You are aware of it.

Vehicle security/immobiliser

- If We specify that a security system must be installed in any of Your insured vehicles so that you qualify for theft cover or You receive a premium discount in terms of this policy, it is your responsibility, in the event of theft of any such insured vehicle, to prove that the security system was installed, engaged and fully operational;
- You must ensure that the service agreement with and/or recommendations made by the manufacturers and/or installers of any such security system are adhered to always. This includes regular self-testing or testing otherwise;
- We will not be liable in respect of any loss or damage arising from theft of such vehicle if You:
 - fail to install any required security device or to engage and/or activate it prior to the theft of the vehicle;
 - cancel the service agreement;
 - fail to pay any subscription due in terms of such agreement.

Should We specify that any tracking device must be installed in an insured vehicle, You must make sure that the insured vehicle is always linked up to the tracking services and that the insured vehicle's tracking unit is operational and always armed.

ELECTRONIC EQUIPMENT

This section is divided into sub-sections, each of which offers a different type of cover that applies to Your electronic equipment.

Sub-Section A: Material damage

DEFINED EVENTS (WHAT WE COVER YOU FOR)

- **Physical Loss or Damage:**
to the property described in the Schedule from any cause that is not specifically excluded while the property is:
 - at Your business premises stated in the Schedule whether being used or not;
 - in transit including loading or unloading or while it is being temporarily stored at any premises during transit;
 - temporarily removed from the insured premises to any other location.
- **Losses because of lightning and power surge:**
to the insured property as long as:
 - the property is protected by surge arrestors;
 - the surge arrestors must be installed on the insured premises on all data lines, power supplies, electronic distributions boards or individual equipment;
 - the installation must comply with all SANS (South African National Standard) and similar requirements meeting the following requirements:
 - 1.1 40 kA (8/20) Class 2;
 - wired in terms of SANS 10142-1 Connection Type 2;
 - with mechanical fault indication;
 - it must be installed by a person (LPS installer) who is competent to install, construct and test the LPS (Lightning Protection System) for compliance with the requirements of installations;
 - an installation safety report issued by the designer or installer of the LPS is required and must be made available on request;
 - if You do not comply with the points above, You will be responsible for an additional excess of 10% (ten percent) of the claim with a minimum of R500 (five hundred rand) per event.
- Losses as a result of remote jamming:
 - if You can demonstrate through video surveillance footage (or any other conclusive proof) that You made an attempt to lock Your vehicle using the vehicle remote but that the locking mechanism was blocked by thieves using an electronic device, We will waive the forcible and violent entry or exit requirement should any of Your insured items be stolen from the cab or boot of Your vehicle. However, the property must be individually specified in the Schedule and You will be responsible for the excess stated in the policy schedule;
 - if You maintain that You did lock Your vehicle but there is no evidence of forcible and violent entry or exit from the vehicle, We will still consider Your claim provided that:
 - You provide Us with the police case number;
 - cover will only apply to property that is individually specified in the Schedule;
 - after deduction of the excess(es) stated in the Schedule, cover will further be limited to the sum insured shown in the Schedule or R25 000 (twenty five thousand rand) per event, whichever is less;
 - You will also be responsible for an additional excess of 10% (ten percent) of the claim with a minimum of R1 000 (one thousand rand) per event.

We will not pay for (applicable to sub-section A):

- **the excess**
applicable to sub-section A, as stated in the Schedule, which will apply per event giving rise to a claim. If You are claiming for more than one item per event, the excess payable will be the highest single amount applicable to such insured property.
- **derangement**
unless it is also accompanied by physical damage to the insured property, as covered under this section.
- **maintenance and/or leasing agreement**
loss or damage recoverable from any maintenance and/or leasing agreement in place, that was taken out by You or on your behalf, covering the insured equipment.
- **faults and defects**
known to You or Your responsible employees at the start of or during the insurance period which You did not disclose to Us or any consequences thereof.
- **wastage**
of material or wearing out of any part of the insured property from ordinary usage or working or other gradual deterioration as well as from the development of poor contacts, or scratching of painted or polished surfaces of a cosmetic nature.
- **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. However, if these parts are damaged following physical loss or damage, as insured under this section, to other parts of the insured property, We will pay for the residual value prior to the loss of these exchangeable parts.
- **wear and tear**
or gradual deterioration (happens over a period of time), including the gradual action of light or climatic or atmospheric conditions unless following an accident or misfortune that is not excluded.
- **cleaning process**
while it is being cleaned, repaired, altered or restored.
- **cost of reproducing**
the cost of reproducing data and/or programs, whether recorded on computer hard-drives, discs, tapes, cards, or otherwise unless it is insured under sub-section B.
- **loss of use**
of the insured property or other consequential loss, damage or liability of whatsoever nature, other than losses specifically insured under this section, or because of a quality in the item that can cause it to deteriorate by itself, a defect(s), vermin, insects, damp, mildew, rust.
- **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.
- **loss, theft or disappearance**
 - **from the premises**
of the insured property unless accompanied by visible signs of forcible and violent entry or exit from the insured premises. This exception does not apply to portable laptops, notebooks/palm-tops or other hand-held electronic equipment individually specified in the Schedule;
 - **while in transit**
by theft accompanied by visible signs of forcible and violent entry to the transporting vehicle during transit or while temporarily removed from the insured premises unless identifiable by You with a specific incident which has been immediately reported to the police and Us;

This exception will not apply 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, the insured property is out of necessity left unprotected.

– **unattended vehicle:**

unless:

- the property is concealed in a completely closed and securely locked vehicle, or
- the vehicle itself was housed in a securely locked building, and
- 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 (BASIS ON WHICH YOUR PROPERTY IS INSURED)

Payment will be calculated based on the criteria noted below but will always be subject to the sums insured stated in the Schedule or any specific limit of liability noted in this sub-section and will include dismantling, re-erection, transportation, removal of damaged property (less the value of the remains) and, where applicable, importation duties and VAT:

○ **Partial loss**

If damage to the insured property can be repaired, We will pay the costs to repair and restore the property so that it is in working order, provided that:

- the value of the damaged parts that can be used will be deducted from the claim settlement;
- the costs of any alterations, additions, improvements or overhaul carried out during the time of repair will not be covered under this sub-section;
- if, without Our consent, You carry out temporary repairs in the interests of safety or to minimize further loss or damage to the insured property, We will cover these costs. If, however, the temporary repairs aggravate the loss or cause additional loss or damage to the insured property, You will be responsible for any additional costs incurred as well as any consequence arising therefrom;
- if the damage is restricted to a part or parts of an insured item, We will only pay up to the value of the part or parts allowed for within the sum insured.

○ **Total loss**

Should any new property insured be completely lost or destroyed, We will pay for the cost of replacing or reinstating, on the same site, new property of equal performance and/or capacity. If this is not possible, We will replace the property with new property that has the nearest equivalent performance and/or capacity to that which has been lost or damaged, property provided that:

- the work of replacement or reinstatement (which may be carried out on another site and in any manner suitable to You (as long as it does not increase the cost of the claim) must be carried out as soon as possible after the loss or damage otherwise no payment exceeding the market value of the property immediately before the loss or damage will be made;
- until expenditure has been incurred by You in replacing or reinstating the insured property, We will not be held accountable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated;
- These conditions will have no force or effect if:
 - You fail to advise Us, within 6 (six) months from the date that the damage occurred (or any other time that We have agreed to in writing), of Your intention to replace or reinstate the insured property, or You fail to notify Us within 6 (six) months of the date upon which the damage occurred (or such further time as We may in writing allow) their intention to replace or reinstate the property insured;
 - You are unable or unwilling to replace or reinstate the insured property on the same or another site;
 - at Our sole discretion, following commercial and technical appraisal by one of Our representatives, the period referred to in the definition of new property may be extended (on an annual basis from renewal date) subject to the extended period being noted in the Schedule under the memorandum of this section.

Definition of new property insured

New property will mean property purchased no more than 7 (seven) years (or any other extended period approved by Us in writing) prior to the happening of the insured event, it being expressly agreed that in applying this definition, upgrades and enhancements to the property will be considered when calculating the settlement amount of the claim and the age of the insured property.

If the insured property is not provided for under the total loss basis of indemnity, We will settle Your claim based on the market value of the property immediately before the loss. If there is a partial loss to the property and the repair costs are equal to or more than the market value immediately before the loss, We may, at Our discretion, treat this loss in the same manner that We would a total loss.

Definition of market value

Market value is the current day purchase price of second hand or used property of equal performance and/ or capacity and in a substantially similar condition to the property that was lost or damaged. Where no similar property is available, market value will be calculated by deducting, from the current new replacement value of the nearest equivalent property, an amount representing:

- 20% (twenty percent) for the first year after the date of purchase;
- 10% (ten percent) per year for each succeeding year.

The final amount will never be less than 40% (forty percent) of the current new replacement value of the nearest equivalent property.

AVERAGE

In respect if partial loss and total loss above, if at the time of repair, replacement or reinstatement, the cost to replace, reinstate or repair the whole of the property is more than the sum insured stated in the Schedule, You will be responsible for the difference and will bear a rateable proportion of the loss accordingly. Every item, if more than one, will be separately subject to this condition.

LIMIT OF LIABILITY

Payment will be limited to the sum insured set against each item, as stated in the Schedule, plus:

- **Architects' and other professional fees**
Professional fees necessarily and reasonably incurred in repairing or reinstating the insured property after a defined event, limited to 20% (twenty percent) of the total amount of the claim and excluding any expenses You incur in connection with the preparation of Your claim.
- **Clearance costs**
Costs that You have necessarily and reasonably incurred for the purpose 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 a valid claim, but limited to 20% (twenty percent) of the total amount of the claim.
- **Express delivery and overtime**
Extra charges You may incur for express delivery, airfreight, overtime, Sunday and holiday rates of wages payable to effect repairs or replacement approved by Us, limited to 50% (fifty percent) of the amount of the repair or replacement costs had these additional costs not been incurred.

CLAUSES AND EXTENSIONS APPLICABLE TO SUB-SECTION A (ADDITIONAL COVERS TO ASSIST YOU)

Tenants

Your cover will not be affected by any act or omission on the part of any owner of a building (if you are renting) or any tenant (other than You), without your knowledge. You must inform Us as soon as You become aware of any such act or omission which is in contravention of any of the terms, exceptions or conditions of this section, and pay an additional premium from the date of any increased risk.

Hire purchase/finance agreements

Where We are aware that the insured property is subject to a suspensive sale or similar agreement, payment will be made directly to the owner as noted in the agreement. We will consider this payment as full and final settlement of the claim.

Example: Items that are usually bought through an installment agreement in which, whilst the possession and use of the item would immediately be accorded to the buyer, the ownership would be reserved with the financing institution until final installment is paid. Thus, in the event of a loss of the item under such arrangements, preference would be given to the titleholder on the certificate of registration.

Software upgrade

If We have agreed to pay a claim, We will also pay any reasonable costs to reinstate or upgrade the software installed on the system which is lost or damaged, limited to 20% (twenty percent) of the value of the equipment or R5 000 (five thousand rand), whichever is the less and You will be responsible for an excess of R750 (seven hundred and fifty rand) per upgrade or replacement.

This extension applies to each insured item separately and individually.

Sub-Section B: Consequential loss

DEFINED EVENTS (WHAT WE COVER YOU FOR)

Cover provided under this sub-section will be subject to the limits of liability stated in the Schedule and will also include the following:

○ Increased cost of working

We will pay for the additional expenditure You necessarily and reasonably incur during the indemnity period, being 3 (three) months, due to the accident, for the sole purpose of avoiding or reducing any interruption of or interference with the normal running of Your business. Payment will be limited to R10 000 (ten thousand rand) less any amount saved during the indemnity period in respect of charges and expenses that reduced or was no longer due because of the accident. This clause only becomes effective after 24 (twenty four) hours (time excess) from the time the loss occurred, provided that payment for this item will not apply directly or indirectly to:

- the cover provided under reinstatement of data/programs defined event below;
- the intrinsic value (the perceived value which differs from the actual market related price), including the reinstatement value, of the property specified under sub-section A of this section.

○ Reinstatement of data/programs

We will pay up to R10 000 (ten thousand rand) for costs and expenses that You necessarily and reasonably incurred in reconstituting or re-compiling 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.

This defined event is subject to:

- the War, riot and terrorism, Asbestos and Computer losses General Exclusions;
- the following exceptions (We will not pay for) noted for sub-section A:
 - derangement;
 - maintenance and/or leasing agreement;
 - faults or defects; and
 - wastage
- the settlement amount will not include costs incurred due to program errors, incorrect entry or the accidental cancellation or corruption of data and/or programs;
- You will be responsible for an excess of R750 (seven hundred and fifty rand) per event;
- You, if You have elected to insure programs (software), providing Us with a schedule of these programs at the start of each insurance period.

DEFINITIONS – APPLICABLE TO SUB-SECTION B

Indemnity period

The period starting after the number of hours or days stated in the Schedule as the time excess, calculated from the date and time that the damage occurred, and ending no later than the following number of months, as stated in the Schedule, during which the results of the business is affected due to the accident.

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

Accident (applicable to increased cost of working only)

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

- any deliberate act by You or any supply authority;
- drought or shortage of fuel at any electricity utility.

We will not pay more than the sum insured by this sub-section and the indemnity period will start 12 (twelve) hours after the failure and end not later than 31 (thirty one) days after such failure.

It is a condition of cover that, except for any provisions applicable to the excess payable or the maintenance/lease agreements, We have agreed to pay for physical loss of or damage to the insured property, as covered under sub-section A of this section.

LIMIT OF LIABILITY – APPLICABLE TO SUB-SECTION B

We will not pay more than the amounts specified in the Schedule in respect of any one accident or series of accidents arising out of or in connection with any one event.

The sum insured applicable to sub-section B will be automatically reinstated following a valid claim. However, You will need to pay a pro-rata premium calculated from the day of the accident to the end of the insurance period for this reinstatement.

We will not pay for (applicable to sub-section B):

Unless specifically provided for:

- **Fines and penalties**
any fines or penalties for breach of contract for late or non-compliance of orders or any penalties of whatsoever nature.
- **Loss of profit**
any loss of profit or consequential loss of any nature unless specifically provided for under this sub-section.

SPECIAL PROVISION

Burglar alarm warranty

We require that You install a burglar alarm system in all the insured premises and comply with the following conditions, otherwise theft cover will be excluded:

You must also make sure that:

- The burglar alarm must be activated whenever the premises is not open for normal business unless You, one of Your directors, partners or employees are in attendance;
- We will not pay for any loss or damage to the insured property if entry was gained using keys, the keypad code or remote control of the burglar alarm, or any duplicates, belonging to You unless these items were stolen;
- Your contract with the burglar alarm company must include the services of a 24 (twenty four) hour armed response unit;
- The control panel must have an event log that records the arming and disarming of the alarm and in the event of a claim, We will be entitled to ask for a copy of the applicable log;

- A maintenance contract must be in place with the installation/service company of the alarm system and You must ensure that all Your obligations are met in accordance with this contract and that the alarm is always in proper working order. If, however, the alarm system is not operative due to the failure of the public supply of electricity at the terminal ends of the supply authority's service feeders, We will still honor Your valid claim, as long as the failure is not due to any act or omission on Your part.

CLAUSES AND EXTENSIONS (ADDITIONAL COVERS TO ASSIST YOU)

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, We will not pay any additional amounts that may arise due to the loss being aggravated by:

- You being unable or unwilling to replace or reinstate property destroyed or damaged, or failing to carry out such replacement or reinstatement within a reasonable time, or
- any addition, alteration or improvements being made to the insured property while it is being repaired.

MEMORANDA

Capital additions and currency fluctuations

Cover provided under this section will include:

- additional equipment or programs that You have purchased, similar to those specified in the Schedule, provided that:
 - cover for loss or damage due to electrical, mechanical, or electronic breakdown or explosion will only start after the satisfactory completion of installation or commissioning/testing of the equipment or programs and once the property has been put into use at the insured premises;
 - provision, when settling Your claim, for currency fluctuations between the currency of the Republic of South Africa and the country of origin of the property insured and other inflationary trends, which may result in the increase of the sum insured (representing the installed new replacement value) of the insured property provided that, the increase will not exceed 25% (twenty-five percent) of the total sum insured for sub-section A as specified in the Schedule, and You must advise Us of such alterations after the expiry of each insurance period 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 because You being unable to access Your insured property, situated at the premises, because of physical damage to property within a 25km (twenty five kilometre) radius of the Your premises, as described in the Schedule, by fire, lightning, explosion, storm, tempest, flood, water inundation, earthquake or impact by vehicles, We will pay for loss resulting from such interruption or interference provided that:

- You cannot claim for this loss under any other section of this policy or any other policy;
- this section will 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 insured premises, will be worldwide.

We will not pay for (applicable to sub-sections A and B):

Viruses, Trojans and worms

We will not pay for loss or damage of any nature arising directly or indirectly of or in connection with the action of any computer virus, Trojan or worm(s) or other similar destructive media.

OPTIONAL CLAUSES AND EXTENSIONS (ADDITIONAL COVERS YOU CAN BUY BUT MUST BE STATED IN THE SCHEDULE)

Incompatibility cover

Notwithstanding anything contained to the contrary in this policy, in respect of a valid claim under sub-sections A and B, We will also pay for the costs incurred in respect of:

- modifications or alterations to the insured property, to ensure the operational integrity of the electronic system;
- replacement or upgrading of the legal programs to achieve compatibility with the modified or altered electronic system;
- restoring of previously captured data which has become inaccessible due to the modifications to or alterations of the electronic system or as a result of the replacement or upgrading of the legal programs.

This additional cover is subject to:

- the costs provided for in the points above must be reasonable and necessary to ensure that normal working conditions can be maintained;
- these additional costs have been incurred because of a valid claim under Sub Sections A or B of this section;
- the cover being restricted to:
 - parts or components of the electronic system which are not covered under sub-section A of this section;
 - programs or data reinstated that are not covered under the Reinstatement of data/programs defined event under sub-section B of this section.
- Payment, in respect of any one event, will be limited to 20% (twenty percent) of the applicable total sum insured under sub-section A (the limit of indemnity) and sub-section B (Reinstatement of data/programs defined event) or R50 000 (fifty thousand rand), whichever is the less.

Telecommunication access Lines

Consequential loss as provided for under the Increased cost of working and the Reinstatement of data/programs defined events under sub-section B arising from accidental failure of the telecommunication access lines is included, provided that:

- We will not pay more than the sum insured stated by this sub-section;
- the indemnity period will begin 12 (twelve) hours after the failure and end not later than 31 (thirty one) days after such failure;
- this extension does not cover loss that resulted from the deliberate act of any telecommunication authority or such telecommunication authority exercising their power to restrict or withhold access to its lines.

Additional increased cost of working

The amount stated under the increased cost of working defined event under sub-section B is increased to the amount stated in the Schedule, for which an agreed premium is paid by You.

Additional reinstatement of data/programs

The amount stated under the Reinstatement of data/programs defined event under sub-section B is increased to the amount stated in the schedule, for which an agreed premium is paid by You.

Riot and strike

You are covered for loss of or damage to the insured property caused by:

- civil commotion, labour disturbances, riot, strike or lockout;
- the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any event noted above.

We will not pay for:

- damages that occur within the Republic of South Africa or Namibia;
- any kind of consequential or indirect loss or damage unless it is loss of rent insured under this section;

- loss or damage caused by total or partial stoppage of work, or the slowing down or interruption or stoppage of any process or operation;
- loss or damage due to confiscation, commandeering or requisition (whether permanent or temporary) by any lawfully constituted authority;
- loss or damage due to war, acts of a foreign enemy, warlike operations (whether war has been declared or not) or civil war;
- loss or damage arising from military uprising or usurped power, martial law, rebellion or revolution that determines the proclamation or maintenance of martial law;
- loss or damage due to any act whether it is on behalf of a person, a body or persons or organisation that is calculated to overthrow the government, local, tribal or provincial authority with force, fear, terrorism, violence or protest against them;
- loss or damage arising from any act that is calculated to bring about loss or damage to further any political aim, to bring about social or economic change.

GROUP PERSONAL ACCIDENT

DEFINED EVENTS (WHAT WE COVER YOU FOR)

If during the period of insurance an Insured Person sustains bodily injury as the result of an accident which directly and independently of any other cause results, within 24 (twenty four) calendar months, in Death, Disability or the incurring of Medical Expenses We will pay You or Your legal personal representatives the Compensation stated in the Schedule up to the maximum limits of liability therein.

DEFINITIONS

The following words or phrases shall bear the meaning stated below:

Annual earnings	shall mean the annual rate of salary or wages and any other allowance of a regular and constant nature paid to the Insured Person at the time of the accident.
Average weekly earnings	shall mean one fifty second part of the annual earnings of the Insured Person. In respect of casual workers with less than twelve consecutive months' service with You, prior to the date of loss, the one fifty second part shall be calculated by applying the total of all earnings received from the Insured divided by the total number of consecutive week's service.
Accident	means a fortuitous unexpected event occurring at an identifiable place and time.
Bodily injury	means traumatic bodily injury caused by an Accident and shall be deemed to include bodily injury caused by starvation, thirst and exposure to the elements as a result of an accidental occurrence.
Loss	used in reference to limb, hand, thumb, fingers, foot or toes means the loss by physical severance or total and permanent loss of use of such member.
Permanent total disability	means Bodily Injury resulting in total and absolute disablement preventing the Insured Person from following the usual occupation, or any other occupation for which he or she is suited by education or training, for 24 (twenty four) consecutive months and which, at the expiry of that period, is beyond hope of improvement.
Permanent partial disability	means Bodily Injury which causes a Permanent Disability but not causing inability to work.
Temporary total disability	means Bodily Injury temporarily and totally preventing the Insured Person from engaging in or giving attention to his or her usual occupation.
Temporary partial disability	means Bodily Injury temporarily preventing an Insured Person from engaging in or giving attention to a substantial part of his or her usual occupation.
Medical expenses	means expenses necessarily incurred within 24 (twenty four) months of the date of the Accident for medical, surgical, dental, ophthalmic and hospital treatment and emergency travel costs reasonably and necessarily incurred.

PROVISOS (Applicable to the entire section including extensions)

1. Compensation shall only be payable under one of the items 1 and 2 of the Table of Benefits.
2. Compensation for Temporary Total Disability, Temporary Partial Disability and/or Medical Expenses shall be paid in addition to any Compensation paid or payable under Items 1 or 2 of the Table of Benefits.
3. The Compensation specified for Temporary Total Disability and/or Temporary Partial Disability shall cease as soon as the Bodily Injury causing the incapacity has healed insofar as it is reasonably possible notwithstanding that Permanent Disability may remain but shall in any event not be payable for more than the number of weeks stated in the Schedule to this Policy for the Temporary Total Disability.
4. The Compensation specified for Temporary Total Disability and/or Temporary Partial Disability shall cease as soon as the Insured Person is prevented from following the usual occupation as described under the "Permanent Total Disability" definition.

5. Any Compensation payable by Us for any period of Temporary Total Disability and/or Temporary Partial Disability or for the reimbursement of Medical Expenses shall be reduced by an amount equal to the Compensation received or receivable by or on behalf of the Insured Person under the terms of the Compensation for Occupational Injuries and Diseases Act, 1993 for Temporary Disablement (partial or total) for the same or a lesser period and/or in respect of Medical Expenses.
6. Any compensation payable by Us for any period of Temporary Disability (partial or total) shall not exceed the average weekly earnings earned by the Insured Person at the time of the accident.
7. Where amounts recoverable from Us are delayed pending finalisation of any claim, payments on account can be made to You, at Our discretion, on receipt by the Company of certification by a medical doctor appointed by You.
8. Upon payment of a claim under Items 1 to 2.4 (other than loss of hearing in one ear) or of 100% (one hundred percent) under Item 3 of the Schedule of Permanent Disability this policy shall be terminated in respect of the Insured Person for whom such payment is made.

SCHEDULE OF PERMANENT DISABILITY TABLE

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

Disability		Percentage of compensation
1.	Permanent total disability	100%
2.	Permanent and total loss of:	
2.1	wrist, ankle or limb: separation at or above the wrist or ankle of one or more limbs	100%
2.2	eye(s): whole eye	100%
	sight of eye	100%
	sight of eye except perception of light	100%
2.3	hearing: both ears one ear	100% 35%
2.4	speech	100%
2.5	finger(s) and phalange(s): phalanges, per phalanx	5%
	thumb, per phalanx	15%
	four complete finger either hand	75%
2.6	toes: any one toe (other than great) all toes any foot	5% 35%
	great, per phalanx	5%
3.	Permanent disability not specified herein	a percentage which in Our opinion is consistent with the above insofar as possible

In the event of Compensation being due under more than one of the benefits referred to above as a consequence of any one accident to any one Insured Person the maximum amount payable hereunder shall not exceed 100% (one hundred percent) in total of the Sum Insured stated in the Policy Schedule.

CLAUSES AND EXTENSIONS (ADDITIONAL COVERS TO ASSIST YOU)

Additional Death benefit

We will in addition to the Accidental Death benefit and on production of a valid death certificate of an Insured Person pay You an amount of R15 000 (fifteen thousand rand) per Insured Person.

Body transportation costs

In the event that there is a valid claim for Accidental Death, We will pay the reasonable and necessary expenses incurred in the repatriation of the Insured Person's mortal remains to his/her normal place of residence;

PROVIDED THAT:

Our liability shall not exceed R75 000 (seventy five thousand rand) for any one Insured Person.

Childcare

In the event of Accidental Bodily Injury to:

1. an Insured Person's child resulting in disability which requires regular care and attendance;
2. an Insured Person or his/her spouse resulting in disability which prevents care being given to a child;

We will pay to the Insured Person R300 (three hundred rand) per day during the period of such disability;

PROVIDED THAT:

We will:

1. not be liable for the first 7 (seven) days of each and every claim;
2. only be liable for a period not longer than 28 (twenty eight) days in respect of each and every claim;
3. only be liable for a maximum of R15 000 (fifteen thousand rand) in respect of any Insured Person in any one 12 (twelve) month period of insurance, irrespective of the number of children the Insured Person has;
4. only be liable for a maximum of R100 000 (one hundred thousand rand) per Policy in any 12 (twelve) month period of insurance;
5. not be liable for any claim in respect of a child who is more than 16 (sixteen) years of age;
6. only be liable if continuous treatment and attendance by a qualified, registered medical practitioner is necessary for the condition rendering the child or parent(s) disabled;
7. only be liable if the child is permanently resident with the Insured Person.

Crime benefit

In the event that the Insured Person's Death or Permanent Disability is as a direct consequence of a crime, We will pay an additional 10% (ten percent) of the Insured Person's Death or Permanent Disability benefit up to a maximum amount of R100 000 (one hundred thousand rand).

Detention

In the event of the detention under duress of any Insured Person, other than by reasons of:

1. engagement (or alleged engagement) in any political activity against the de jure or de facto Government of the country where the detention occurs;
2. failure to be in possession of the requisite visas, work permits or associated documents required by such country;
3. involvement (or any allegation thereof) in any criminal activity;
4. debt, insolvency, commercial failure, failure to provide any bond or security or other financial loss;

the cover in terms of this Section shall continue in force for the duration of such an occurrence, or 12 (twelve) months from the date of such occurrence, whichever is the lesser period.

If Temporary Total Disability is insured, We will regard Detention of the Insured Person as a claim for Temporary Total Disability.

Disappearance

If after a suitable period of time of the disappearance of an Insured Person it is reasonable to believe that such person has died as a result of Accidental Bodily Injury the Death benefit shall be payable;

PROVIDED THAT:

if such belief is incorrect such benefit shall be repaid to Us by You.

Disfigurement

The Schedule of Permanent Disability is hereby extended to include bodily injury resulting in permanent disfigurement of:

1. the head, neck and hands – provided the total area affected exceeds 20% (twenty percent) of the total area;
2. all other areas of the body – provided the compensation total area affected exceeds 5% (five percent) of the total area of the body.

Compensation payable hereunder is a percentage of the compensation in direct proportion to the area affected. The benefits payable in terms of 1. and 2. above shall apply independently and be cumulative, but the overall liability by Us for permanent disfigurement resulting from an Accident or series of Accidents arising from one cause for any one Insured Person shall be limited to 50% (fifty percent) of the amount payable for Permanent Total Disability in respect of 2. above.

Compensation shall not be payable under this extension in addition to compensation payable for the same Bodily Injury under the Schedule of Permanent Disability and shall be limited to 100% (one hundred percent) of the compensation provided for Permanent Total Disability.

Disfigurement requiring corrective medical procedure

In the event of a claim where the Insured Person suffers permanent disfigurement following Accidental Bodily Injury of an extent that it may have a significant psychological effect on the Insured Person and it be required on recommendation by a qualified psychologist for the Insured Person to undergo corrective medical procedure or procedures such as plastic surgery, in order to improve the Insured Person's self-confidence, wellbeing and/or quality of life, We will pay the following benefit:

1. the head, neck and hands – an additional 25% (twenty five percent) of the Permanent Disability benefit for the reasonable and necessary medical procedure costs incurred up to a maximum of R300 000 (three hundred thousand rand) per Insured Person;
2. all other areas of the body – an additional 10% (ten percent) of the Permanent Disability benefit for the reasonable and necessary medical procedure costs incurred up to a maximum of R100 000 (one hundred thousand rand) per Insured Person.

In the absence of a psychological evaluation We may at Our discretion and on presentation of medical reports and/or photographs as to the extent of the disfigurement agree to pay this benefit.

Compensation under this extension shall be payable in addition to compensation payable for the same Bodily Injury under the Schedule of Permanent Disability or the Disfigurement Extension, but shall exclude any procedure of a pure cosmetic nature.

Emergency transportation costs

We will pay reasonable and necessary emergency transportation costs to the nearest adequate medical facility incurred by You as a direct result of Accidental Bodily Injury to an Insured Person if a qualified medical doctor certifies that:

1. local medical facilities are inadequate for the treatment of the injuries;
2. the recovery of the injured person will be substantially expedited by the emergency transportation to the nearest adequate medical facility.

Where no qualified medical doctor is available the highest qualified and experienced medical practitioner may certify as to the necessity of the emergency transportation.

Our maximum amount payable will be R200 000 (two hundred thousand rand) any one Insured Person and R1 000 000 (one million rand) any one occurrence.

Family/servants medical expenses

In the event of Accidental Bodily Injury to any spouse, dependent child or domestic servant of an Insured Person (referred to in this Extension as such person) as a result of a motor vehicle accident while such person is travelling with the Insured Person in any private motor vehicle owned, leased or hired by the Insured Person, We will pay any consequent Medical Expenses incurred by such person;

PROVIDED THAT:

1. Our maximum amount payable be R50 000 (fifty thousand rand) any one such person each and every claim, and subject to a maximum of R200 000 (two hundred thousand rand) in any one 12 (twelve) month period of insurance;
2. We will not be liable for the first R250 (two hundred and fifty rand) of each and every claim;
3. We will only be liable for the amounts in excess of amounts paid or payable under any other policy or under any Medical Aid Scheme, or Road Accident Fund or otherwise known, or as may be amended by legislation;
4. if the Business Hours Limitation is applicable, this Extension does not apply.

Hijacking/abduction/kidnapping

In the event of the unlawful seizure or wrongful exercise of control of any aircraft or conveyance (including the crew thereof) in which the Insured Person is travelling, or the abduction or kidnapping of the Insured Person, the cover in terms of the Temporary Total Disability section of this Policy shall continue in force for the duration of such an event, or 12 (twelve) months from the date of such event, whichever is the lesser period.

If Temporary Total Disability is insured, We will regard the hijacking, abduction or kidnapping of an Insured Person as a claim for Temporary Total Disability;

PROVIDED THAT:

1. Our liability is limited to the period of hijacking, abduction or kidnapping or 12 (twelve) weeks, whichever is the lesser;
2. no compensation shall be payable if any member of the Insured Person's immediate family is involved in the hijacking, abduction or kidnapping as a principal or accessory.

Life support

Notwithstanding anything contained in the Defined Events, the 24 (twenty four) month period stated therein shall not include any period or periods where the death of the Insured Person is delayed solely by the use, for a period or periods of not less than 3 (three) consecutive days, of life support machinery, equipment or apparatus.

Life support equipment

We will pay reasonable costs and expenses incurred by an Insured Person as a result of Accidental Bodily Injury in respect of hire costs for life support machinery, equipment or apparatus;

PROVIDED THAT:

Our liability this Extension shall be limited to R100 000 (one hundred thousand rand) in respect of any one Insured Person in each and every occurrence.

Mobility costs

When We have admitted a claim for Permanent Disability, if as a direct result of that disability the Insured Person is permanently dependent on a wheelchair for mobility, We will, in addition to any amount payable for Permanent Disability, pay for:

1. a self-propelled wheelchair;
2. the fitting of wheelchair loading equipment and alterations to the Insured Person's residence to facilitate the use of such wheelchair;
3. the modification of the controls of the Insured Person's motor vehicle including wheelchair loading equipment if necessary;

PROVIDED THAT:

Our liability for such costs in respect of any one claim shall not exceed R250 000 (two hundred and fifty thousand rand) per Insured Person.

Paraplegia

When We have admitted a claim for Permanent Total Disability, and as a direct result the Accidental Bodily Injury results in complete paralysis of the lower half of the body, including both legs, of the Insured Person, We will, in addition to any amount payable for Permanent Total Disability, pay 10% (ten percent) of the benefit paid for Permanent Total Disability subject to a minimum of R50 000 (fifty thousand rand) and up to a maximum of R500 000 (five hundred thousand rand).

Quadraplegia

When We have admitted a claim for Permanent Total Disability, and as a direct result the Accidental Bodily Injury results in complete paralysis of all four limbs of the Insured Person, We will, in addition to any amount payable for Permanent Total Disability, pay 25% (twenty five percent) of the benefit paid for Permanent Total Disability subject to a minimum of R100 000 (one hundred thousand rand) and up to a maximum of R1 000 000 (one million rand).

Rehabilitation costs

In the event that You demonstrate, to Our reasonable satisfaction, that an Insured Person has suffered Permanent Disability such that he/she cannot continue to be employed in the occupation in which he or she was employed at the time of the accident but may be retrained by You, or by any registered training centre, We will contribute 80% (eighty percent) of such retraining costs up to a maximum liability of R150 000 (one hundred and fifty thousand rand) per Insured Person.

Relocation costs

In the event that it is necessary to replace as employee a deceased or permanently disabled Insured Person We will indemnify You for the following costs not exceeding R150 000 (one hundred and fifty thousand rand) incurred by the Insured in relation to any one Person per occurrence who is required to move more than 100 km (one hundred kilometres):

1. relocation costs for such person, his/her family, furniture and pets; and
2. 75% (seventy five percent) of the actual loss caused following the forcible sale of such person's private dwelling subject to such loss being determined by an impartial valuer appointed and paid by Us.

Repatriation costs

In the event that there is a valid claim for serious Accidental Bodily Injury, We will pay the reasonable and necessary expenses incurred in the repatriation of the Insured Person to his/her normal place of residence;

PROVIDED THAT:

1. Our liability in respect of any one claim shall not exceed R200 000 (two hundred thousand rand) for any one Insured Person;
2. the prior consent By Us to repatriate the Insured Person is obtained and such consent will not be unreasonably withheld.

Search and rescue

We will pay the reasonable and necessary costs and expenses incurred for search and rescue, including freeing and bringing an Insured Person to a place of safety as a result of, or in order to prevent, Accidental Bodily Injury to an Insured Person;

PROVIDED THAT:

1. We will not be liable if an Insured Person is found in circumstances which are unlikely to result in Accidental Bodily Injury;
2. Our maximum amount payable will be R100 000 (one hundred thousand rand) any one Insured Person any one occurrence;
3. Our maximum amount payable in any 12 (twelve) month period of insurance will be R500 000 (five hundred thousand rand).

Seat belt benefit

We will pay an additional 10% (ten percent) of the Insured Person's Death or Permanent Disability benefit, up to a maximum amount of R100 000 (one hundred thousand rand);

PROVIDED THAT:

the Insured Person was wearing a properly factory installed seat belt while operating or travelling as a passenger in a private motor vehicle when the accident causing the Death or Total Disability occurs.

Verification of the actual use of the seat belt at the time of the accident must be a part of an official report of the accident or must be certified in writing by the investigating officer(s).

Temporary drivers

If, as a result of Accidental Bodily Injury, the Insured Person is unable to drive to and from his or her normal place of employment but is otherwise able to continue his or her usual business or occupation, We will pay the costs of employing a temporary driver;

PROVIDED THAT:

1. such costs will not be payable in addition to any amount payable for Temporary Total Disability;
2. such costs will be limited to R2 000 (two thousand rand) per week or the Temporary Total Disability benefit applicable to such Insured Person, whichever is the lesser;
3. this extension will only apply if the Insured Person, prior to the accident, regularly drove a vehicle to and from work;
4. the weekly benefit shall not be paid for a period longer than the number of weeks insured in respect of the Temporary Total Disability benefit.

Terrorism

This Policy is extended to cover Accidental Death or Disability of an Insured Person arising from acts of "terrorism" as defined in the Defence Act 1957 or as amended;

PROVIDED THAT:

We shall not be liable to pay compensation for death or disablement arising from:

1. the performance by such person of obligations in terms of the Defence Act or the Police Services Act of any country or at a place from which military or police actions are carried out; or
2. consequent upon such person's engagement in any military or police actions against an enemy of any country, combating "terrorism" as defined in the Defence Act or "operations in defence of any country".

Trauma counselling

In the event of an Insured Person being subjected to an act of violence or a traumatic accident, We will pay for counselling fees actually incurred by such person as a result of the act of violence or traumatic accident;

PROVIDED THAT:

1. Our maximum amount payable will be R1 000 (one thousand rand) per consultation and R10 000 (ten thousand rand) per annum for each Insured Person, and R100 000 (one hundred thousand rand) in any one 12 (twelve) month period of insurance;
2. act of violence shall mean an assault, robbery, rape or armed car hijack;
3. for the purpose of this extension only, Insured Person shall include immediate family members of such Insured Person, who are subjected to the same incident or occurrence of violence or traumatic accident as the Insured Person;
4. the act of violence has been reported to the police and a case number obtained.

Value Added Tax (VAT)

Notwithstanding that sums insured, first loss amounts, indemnity limits or insured values, by whatever name such are referred to in this Policy (henceforth “policy limits”) are expressed on a VAT exclusive basis, We agree that they will indemnify You over and above such policy limits for any VAT obligation You may incur arising out of any claims settlement made hereunder.

Territorial limits

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

Operating time

Coverage applies 24 (twenty four) hours a day, 7 (seven) days a week unless otherwise restricted by endorsement and/or memorandum to this Section.

We will not pay for (applicable to the entire Section including Extensions)

We shall not be liable to pay compensation for Bodily Injury in respect of any Insured Person:

1. caused by such person’s suicide, attempted suicide or intentional self-injury or deliberate exposure to obvious risk or injury (unless in an attempt to save human life);
2. whose death or disability is directly or indirectly caused by, arising or resulting from or traceable to any physical defect or infirmity which existed prior to the accident;

PROVIDED THAT:

if the disability of the Insured Person is merely aggravated by such pre-existing conditions, We may in Our discretion pay an amount which they consider would have been payable but for such aggravation;

3. under 15 (fifteen) or over 75 (seventy five) years of age;
4. whilst the Insured Person:
 - 4.1 is travelling by air other than as a passenger (a “passenger” does not include a member of the crew or any person being conveyed for the purpose of any trade or technical operation relating to the aircraft);
 - 4.2 is hang gliding or microlighting;
5. as a direct result of the Insured Person:
 - 5.1 being under the influence of alcohol, drugs or narcotics unless such drugs or narcotics were administered lawfully by a medical practitioner (other than the Insured Person) or unless prescribed by and taken in accordance with the directions of a medical practitioner (other than the Insured Person);
 - 5.2 driving a motor vehicle and having more than the legal limit of alcohol in his/her blood. The legal limit applicable shall be as per legislation applicable to the territory where the accident occurred;
6. whilst participating in any riot, strike, civil commotion, public disorder, or as a result of deliberately committing a criminal offence;
7.
 - 7.1 arising from war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power, or any events or causes which determine the proclamation or maintenance of martial law;
 - 7.2 whilst such Insured Person is on active service with the military, naval, air or police services of any nation;

PROVIDED THAT:

this Section shall continue to apply in respect of Accidental Bodily Injury sustained independently of such contingencies;

8. whose death or disability is directly or indirectly attributable to Human Immunodeficiency Virus (HIV and/or any HIV related illness) or Acquired Immune Deficiency Syndrome (AIDS) including derivatives or variations thereof howsoever caused. The onus of proof shall always be upon the Insured to show that death or disability of an Insured Person did not arise through or was not caused by AIDS or HIV;

9. whilst participating in sport as a professional player. For the purpose of this exclusion professional player is a person who derives 50% (fifty percent) or more of their income from participating in sports;
10. whose occupation involves the manufacturing, storage, use of or the handling of explosives or explosive devices. This Exclusion does not apply to surface or underground mining occupations.

SPECIFIC CONDITIONS

1. This Section is not assignable. Compensation shall be payable only to You whose receipt shall effectually discharge Us. No Insured Person shall have any right against Us.
2. No sum under this Policy shall carry interest.
3. This Section shall be voidable at Our instance in the event of misrepresentation, or misdescription or non-disclosure by or on behalf of You or an Insured Person in any particular material to this insurance.
4. Notice must be given to Us in writing on the prescribed claim form as soon as practicable but in any event within 12 (twelve) months of any occurrence which may give rise to a claim under this Section but notice of death must be given forthwith and We shall have the right to have a post mortem examination of the body.

All certificates, information and evidence required by Us shall be furnished without expense to Us within 30 (thirty) days of Us notifying You of Our requirements.

After incurring Bodily Injury for which Compensation may be payable under this Section, the Insured Person shall, when reasonably required by Us to do so, submit to medical examination on behalf of and at Our expense undergo any treatment specified. We shall not be liable to make payment unless this Condition is complied with to Our satisfaction.

Qualified medical advice shall be sought and followed promptly on the occurrence of any Bodily Injury and We shall not be liable for any part of any claim which in the opinion of Your medical adviser arises from the unreasonable or willful neglect or failure of an Insured Person to seek and remain under the care of a qualified member of the medical profession.

5. If any difference shall arise as to the amount to be paid under this Section (liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the statutory provisions for the time being in force and the making of an award shall be a condition precedent to any liability for Us to make any payment under this Section.
6. In the event of Us disclaiming liability in respect of any claim and an action or suit not being commenced within 12 (twelve) months after such disclaimer or, in the case of an arbitration taking place, within 12 (twelve) months after the Arbitrator shall have made his/her award, all benefits under this Section of the Policy in respect of such claim shall be forfeited.
7. If the Premium is calculated on estimates supplied by You, an accurate record containing all relevant particulars must be maintained by You to which We shall have the right of access. You shall furnish such information within one month of the expiry of each Period of Insurance and the Premium shall be adjusted accordingly.
 - 7.1 The estimates and declaration of total wages, earnings or salaries on which the premium hereunder is based shall include all items of remuneration which fall under the definition of "Annual Earnings" within this Section.
 - 7.2 In the event that such allowances are not included in the estimated or declared earnings these amounts will not be included in the computation of any claim.
8. This Section will be governed by the laws of the Republic of South Africa, whose courts shall have jurisdiction in any dispute arising hereunder.

OPTIONAL EXTENSIONS (ADDITIONAL COVERS YOU CAN BUY TO BE STATED ON THE SCHEDULE)

Accident Expert assistance

We will provide You with the Accident Expert assistance provided by Roadcover in respect of assistance with claims under the Compensation for Occupational Injuries and Diseases Act (COIDA) or claims under the Road Accident Fund (RAF), as set out in the Annexure '1' to the Policy Schedule.

Provision of these services will be subject to the assistance services standard terms conditions provisions and procedures as described in the Annexure "1" attached to the Policy Schedule.

The following additional provisos are applicable in respect of the above mentioned Accident Expert assistance:

1. The injured person has to be an Insured Person in terms of this Section and be employed by the Insured.
2. Any costs incurred by an injured Insured Person, being approached by an outside party without the written consent of Roadcover will not be covered.
3. The injured employee is at all times free to get outside second opinions but the cost of these will not be covered unless approved in writing by Roadcover.
4. The injured employee is not obliged to use these assistance services and may seek alternative assistance in the event of which We will not be liable for any incurred costs.
5. The Accident Expert Assistance services are only available for Accident, injury or incident that occurs in the Republic of South Africa.
6. At the time of the Accident, injury or incident the Insured and the Insured Person must comply with the legal and regulatory matters required by the Acts governing the Compensation Commissioner in terms of COIDA and/or the RAF.
7. The Accident Expert Services provided by Roadcover does not guarantee performance from or by the Compensation Commissioner (COIDA) and/ or the RAF.

Hospitalisation

If, during the period of insurance, an Insured Person is admitted to hospital as an in-patient as a result of Accidental Bodily Injury, We will pay the amount reflected in the Schedule per day for a period of hospitalisation up to 90 (ninety) days or the number of days reflected in the Schedule, whichever is the highest;

PROVIDED THAT:

1. We will not be liable for the first 24 (twenty four) hours of each and every period of hospitalisation;
2. successive periods of hospitalisation, due to the same or related causes, will be regarded as one accident.

HIV accidental exposure

If an Insured Person becomes infected with Human Immunodeficiency Virus "HIV" as a result of an accidental bodily exposure arising from and in the course of his employment, We will pay to You, on behalf of the Insured Person or his/her estate, the amount stated in the Schedule.

For the purposes of this Optional Extension an Insured Person does not become infected with "HIV" within the meaning of this Insurance unless;

1. within a period of 24 (twenty four) hours, following the accidental exposure, the Insured Person makes an official report of such exposure to the nominated responsible person within Your organisation, who in turn within 72 (seventy two) hours must provide written notice to Us of such accidental exposure; and
2. within 72 (seventy two) hours of such exposure, the Insured Person undertakes a test performed by a registered medical practitioner in accordance with laboratory and clinical criteria representing good clinical practice at that date which demonstrates that the Insured Person does not have Human Immunodeficiency Virus; and
3. within a period of 3 (three) calendar months from the date of the accidental exposure and during his lifetime the Insured Person is first diagnosed by a registered medical practitioner as being "HIV" positive, the diagnosis being made in accordance with laboratory and clinical criteria representing good clinical practice at that date.

Specific Conditions

1. We are entitled to require any test to be duplicated by a registered medical practitioner of Our choice.
2. If the result of any test carried out by the Insured Person's registered medical practitioner is different from the test carried out by Our registered medical practitioner, then a final test shall be carried out by another registered medical practitioner who is acceptable to both parties or failing agreement, a registered medical practitioner will be appointed by the President of the Medical Association of South Africa and his/her determination shall be binding.
3. If the Insured Person so becomes infected with "HIV", the date of his/her infection shall be deemed the date of the accidental exposure unless the contrary is shown.
4. Following a notification of an Occurrence which could give rise to a claim in terms of this insurance, We shall at all times during and after the insurance period have access to the Insured Person's medical records as held by You.

We will not pay for:

No claim shall be payable if:

1. the Insured Person takes or has taken drugs intravenously or subcutaneously unless in the course of medical treatment as prescribed by a registered medical practitioner;
2. it is directly or indirectly caused or contributed to by any medical condition which was known or reasonably ought to have been known to the Insured Person and which has not been declared to and noted by You prior to the inception of this insurance;
3. the Insured Person fails or refuses to promptly make himself or herself available for examination or the associated tests required;
4. the Insured Person is no longer in Your employment when the "HIV" positive diagnosis is made.

HIV/Aids Assistance

We will provide the Insured Person with HIV/Aids Assistance services in respect of all claims arising from Accidental exposure to HIV/Aids subject to the standard Terms, Conditions, Provisions and Exclusions as stated in Annexure "2" attached to the Policy Schedule. Such claims for Accidental exposure to HIV/Aids have to be reported to the emergency number provided within 24 (twenty four) hours of the Accidental exposure.

The emergency contact number is 0861 555 114

The following benefits provided and processes are more fully described in the Annexure "2" to the Policy Schedule.

1. 24 (twenty four) hour access to the call centre for information, procedural instructions, advice and support;
2. appointment of a case manager, physician, or trained nurse;
3. counselling regarding the HIV exposure (if not previously done) and;
4. necessary medical protocol that needs to be followed.

Should the Insured Person be HIV positive at initial testing no further assistance will be provided.

War risks

It is declared and agreed that Specific Exception 7 is deleted in its entirety; PROVIDED THAT:

1. We shall not be liable to pay compensation in terms of this Extension for claims arising while the Insured Person is on service or duty or undergoing training with any military or police force;
2. this Extension may be cancelled at any time by Us giving 30 (thirty) days' notice in writing.

Temporary total disablement – sickness

This Section is extended to cover Temporary Total Disability of the Insured Person caused by sickness or disease of the body contracted and commencing after the inception of this Section subject to all the Terms, Conditions, Provisions and Exclusions of the Policy;

PROVIDED THAT:

no compensation shall be payable under this Extension:

1. in respect of sickness or disease for which the Insured Person had received treatment, or medical advice, prior to the inception of this Section;
2. for sickness manifesting itself within the first 30 (thirty) days after the inception of this cover;
3. for the first 30 (thirty) days of any period of disablement following sickness;
4. in respect of any Insured Person who has attained the age of 65 (sixty five) years;
5. in respect of:
 - 5.1 venereal or other socially transmitted diseases;
 - 5.2 congenital abnormalities and conditions arising out of or resulting there from;
 - 5.3 any mental and/or nervous disorders, or any like condition arising from or attributable to stress or stress-related situations.

SERIOUS ILLNESS

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

DEFINITIONS

<p>Serious illness means any of the following:</p>	<ol style="list-style-type: none"> <p>1. Alzheimer’s</p> <p>The deterioration or loss of intellectual capacity or abnormal behaviour arising from Alzheimer’s disease or irreversible organic disorders (excluding neurosis and any psychiatric illness) resulting in significant reduction in mental and social functioning and requiring the eventual supervision of the Insured Person. The diagnosis must be clinically confirmed by an appropriate consultant and confirmed by the Company’s medical consultants.</p> <p>2. Blindness</p> <p>The total and irreversible loss of vision in both eyes but excluding blindness caused by accidental, violent, external and visible means.</p> <p>3. Cancer</p> <p>A disease manifested by the presence of a malignant tumour characterised by the uncontrolled growth and spread of malignant cells, and the invasion of normal surrounding tissue. All cancers diagnosed and treated by primary biopsy only, that is, not requiring any further surgical, medical (chemotherapy, and the like) or radio therapy, or other modalities are excluded.</p> <p>The term “Cancer” also includes Leukaemia and Hodgkin’s Disease but excludes:</p> <ol style="list-style-type: none"> 3.1 all skin cancers; 3.2 cancer–in-situ, including melanoma-in-situ. <p>4. Chronic Coronary Heart Disease</p> <p>Open bypass surgery or open surgical treatment of coronary disease but excluding angioplasty and any other intra-arterial procedures.</p> <p>5. Chronic Liver Disease</p> <p>End stage liver failure as evidenced by all of the following:</p> <ol style="list-style-type: none"> 5.1 permanent jaundice; 5.2 ascites; and 5.3 hepatics encephalopathy. <p>6. Coma</p> <p>A state of unconsciousness with no reaction or response to external stimuli or internal needs, and where permanent neurological deficit is present, persisting continuously with the use of life support system which must include the use of a respirator for an indefinite period.</p> <p>7. Heart Attack</p> <p>The death of a significant portion of the heart muscle due to inadequate blood supply to the relevant area. The diagnosis will include the following criteria:</p> <ol style="list-style-type: none"> 7.1 a history of typical chest pain; 7.2 new ECG changes; and 7.3 elevation of cardiac enzymes.
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Serious illness means any of the following: (cont.)

8. Heart Valve Surgery

The first occurrence of open or endoscopic heart valve surgery, performed to replace or repair one or more heart valves, as a consequence of defects that cannot be repaired by intra-arterial catheter procedures alone. The surgery must be performed after a recommendation by a consultant cardiologist.

9. Kidney Failure

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

10. Loss of Hearing

Total and irreversible loss of hearing in both ears of all sounds as a result of chronic illness as evidenced and confirmed by medical audiometric and sound-threshold tests.

11. Loss of Speech

Total and irrecoverable loss of the ability to speak for a continuous period of 12 (twelve) months due to disease to the vocal cords which is evidenced and confirmed by medical reports including confirmation of no prognosis of recovery.

Loss of speech shall mean the inability to make a comprehensible word or understandable verbal language.

12. Major Organ Transplant

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

- 12.1 kidney;
- 12.2 heart;
- 12.3 lung;
- 12.4 pancreas; or
- 12.5 bone marrow;

but excluding the transplantation of all other organs, parts of organs, or any other tissue.

13. Motor Neurone Disease

The unequivocal diagnosis of Motor Neurone disease, certified by a consultant neurologist, with significant persistent progressive neurological deficit resulting in a permanent inability to perform at least 3 (three) of 6 (six) of the Activities of Daily Living:

- 13.1 Bathing: the ability to shower or bath;
- 13.2 Continence: the ability to control bowel and bladder function;
- 13.3 Dressing: the ability to put on or take off clothing;
- 13.4 Feeding: the ability to get food from a plate into the mouth;
- 13.5 Mobility: the ability to get in and out of bed and a chair;
- 13.6 Toileting: the ability to use the toilet to maintain personal hygiene.

14. Multiple Sclerosis

Which is a disease characterised by demyelination in the brain and spinal cord. The diagnosis must be unequivocal and made by a consulting neurologist. There must be more than one episode of well-defined neurological deficit with persisting neurological abnormalities and with at least 25% (twenty five percent) impairment of function. Diagnosis should be supported by confirmatory neurological investigations, e.g. lumbar puncture, evoked visual responses, MRI (Magnetic Resonance Imaging) evidence of lesions in the central nervous system.

Serious illness means any of the following: (cont.)	<p>15. Muscular Dystrophy A degenerative chronic and progressive disorder with significant persistent progressive muscular deficit certified by a consultant neurologist, and which will be subject to a combination of 3 (three) out of 4 (four) of the following:</p> <ul style="list-style-type: none"> 15.1 family history; 15.2 clinical presentation including absence of sensory disturbance, normal cerebro- spinal fluid and mild tendon reflex reduction; 15.3 characteristic electromyogram; 15.4 clinical suspicion confirmed by muscle biopsy which confirms the diagnosis of muscular dystrophy. <p>16. Paraplegia The total and irreversible loss of the use of both legs or both arms.</p> <p>17. Parkinsons Disease A degenerative chronic and progressive disorder of the central nervous system caused by the insufficient formation and action of dopamine, impairing motor skills and speech resulting in muscle rigidity, tremor, a slowing of physical movement (bradykinesia) and, in extreme cases, a loss of physical movement (akinesia).</p> <p>18. Stroke Any cerebrovascular occurrence or accident which produces significant neurological sequelae lasting more than 24 (twenty four) successive hours and including infarction of brain tissue, haemorrhage, and embolism from an extra cranial source. Evidence of disabling permanent neurological deficit must be produced.</p>
Diagnosed means	Diagnosis by a registered medical practitioner, supported by clinical, Radiological, histological and laboratory evidence, acceptable to Us.
Insured Person means	The person or persons specified in the Schedule.

SPECIAL PROVISIONS

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

SPECIFIC EXCEPTIONS

We shall not be liable to pay Compensation for a Serious Illness diagnosed in respect of any Insured Person;

1. under 18 (eighteen) or over 65 (sixty five) years of age;
2. where the illness is as a result of the influence of alcohol, drugs or narcotics upon an Insured Person unless such drugs or narcotics were administered by a member of the medical profession (other than the Insured Person) or unless prescribed by and taken in accordance with the directions of a member of the medical profession (other than the Insured Person);
3. where the illness is directly or indirectly attributable to Human Immunodeficiency Virus (HIV and/or any HIV related illness) or Acquired Immune Deficiency Syndrome (AIDS) including derivatives or variations thereof howsoever caused. The onus of proof shall always be upon the Insured to show that a Serious Illness did not arise through or was not caused by AIDS or HIV;
4. where the illness is attributable to venereal or other socially transmitted diseases;

5. where the illness is directly caused by childbirth or pregnancy;
6. where the illness is as a result of surgery and/or any other medical procedure or treatment;
7. where the illness is developed as a result of Accidental Bodily Injury or due to any psychiatric related cause;
8. where the Insured Person does not survive for more than 30 (thirty) days after the diagnosis.

MACHINERY BREAKDOWN

DEFINED EVENTS (WHAT WE COVER YOU FOR)

Any unforeseen and sudden physical damage to the machinery described in the Schedule from any cause that is not excluded while it is:

- being used or if it is at rest;
- being dismantled for cleaning, inspection and overhaul or removal to another position or during these operations or the subsequent re-erection within Your premises.

BASIS OF INDEMNITY (Basis on which Your property is insured)

Irrespective of the original cause of the damage, the amount payable for a valid claim will be determined by:

- **Sum insured**
It is agreed that the sum insured of each item of machinery will always be the new replacement value including freight dues, customs duties and re-erection costs.
- **Underinsurance**
If at the time of a valid claim, the sum insured on the item of machinery is less than the new replacement value, including freight dues, customs duties and re-erection costs, You will be responsible for the difference and will bear a rateable proportion of the loss accordingly.
- **Partial damage**
If the damaged machinery can be repaired, We will pay the reasonable costs to restore the machinery to working order based on the customary rates of wages in the district, including normal freight and erections costs as well as custom duties.
- **Total loss**
If the costs of repairs as described under Partial loss equals or exceeds the actual value of the machinery immediately before the damage occurred, the machinery will be regarded as a total loss and We will pay the actual value of the machinery immediately before the damage occurred, which will be calculated as the new replacement value.
- **Repair, reinstate or replace**
In the event of a valid claim, We have the option to repair, reinstate or replace any damaged machinery or to pay the amount of the damage in cash.

We will not pay for:

- the excess stated in the Schedule which You will be responsible for per event;
- damage due to:
 - fire, extinguishing of a fire, direct lightning strikes, explosion;
 - theft, collapse of buildings, impact by animals, vehicles, aircraft or other aerial devices or objects dropped therefrom, sonic shock waves;
 - water that escapes from water containing apparatus, including leakage or discharge from any sprinkler or drencher system;
 - subsidence, landslip, storm, flood inundation, hail, snow, earthquake, volcanic eruption or other convulsions of nature or any subsequent dismantling;
 - wastage of material or wearing away or wearing out of any part of the machinery caused by or naturally resulting from ordinary use or working or other gradual deterioration;
 - temporary repairs and any consequence arising therefrom unless we have authorized such temporary repairs;

- 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 due to an accident to other parts of the machinery insured, as provided for by this insurance, We will pay You for the residual value of such parts or tools;
- extra charges for express delivery, overtime, Sunday and holiday rates of wages unless specially provided for in this section;
- costs of any alterations, additions improvements and overhauls carried out during repair;
- damage resulting from experiments, overloads or tests requiring the imposition of abnormal conditions or from misapplication of tools;
- the value of damaged parts that can be used in any way whatsoever;
- the cost of repairing or replacing any foundations, masonry or refractories unless specifically mentioned in the Schedule;
- damage due to defects or errors already existing at the start of this insurance and which You knew about or You should have known about;
- Loss or damage that can be covered by another section of this or any other policy.

SPECIFIC CONDITIONS

Access

You are obligated to allow Our authorised representatives to examine the insured machinery at any reasonable time. If, during the inspection, We observe new facts that makes the risk more hazardous, You must, at Our request and within a reasonable time, ensure that the risk is restored to normal failing which We may suspend cover (completely or partially) until it is restored to normal.

Alterations to working conditions

You must advise us of any intended alterations to or departure from normal working conditions that would affect the risk of damage to the insured machinery. If We are unable to approve these alterations or departure from the normal working conditions, We may cancel the insurance on the machinery concerned and refund the appropriate portion of the premium paid.

Claims

Should an event occur that results in a valid claim or could result in a valid claim, You:

- must do everything possible, within Your means, to salvage the insured items and ensure their preservation;
- may proceed with the repair of the machinery, provided that:
 - You comply with the point above;
 - carrying out the repairs will not mean that We have agreed to pay the claim;
 - any damaged part requiring replacement is kept for inspection.

SPECIAL MEMORANDA

Maintenance

The machinery described in the Schedule of this section is subject to regular and adequate maintenance processes that is carried out by suitably qualified members of Your staff or in terms of the maintenance contract with specialist maintenance engineers.

Switchgear refrigeration machinery

The controlling switchgear of the refrigeration machinery described in the Schedule must incorporate apparatus for automatic restarting following a failure of the public supply of electricity.

MACHINERY BREAKDOWN (BUSINESS INTERRUPTION)

DEFINED EVENTS (WHAT WE COVERED YOU FOR)

We will cover loss of income following accident to machinery specified in the Schedule for this section, which You use at Your premises for Your business, which results in interruption or interference with the business.

This cover will however be subject to a valid claim being paid or accepted 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

Cover under this section and payment of Your claim will be subject to the following specific conditions being met:

- If Your business is wound up or carried on by a liquidator or judicial manager or is permanently discontinued, You will no longer be able to claim under this section unless We have agreed otherwise;
- Once damage has occurred for which a claim can be submitted under this section, You must take all reasonable actions or precautions to minimize any interruption of or interference with the business or to avoid or diminish the loss;
- We will need You to, within 31 (thirty one) days after the expiry of the indemnity period, provide Us with a written statement noting the details of Your claim as well as details of any other insurance covering the loss;
- You will also need to provide Us with any financial records that We require to process or investigate Your claim;
- If You do not meet the terms of these specific conditions, any provisional payment(s) made by Us must be returned in full.

We will not pay for:

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

- shortage, destruction, deterioration of or damage to raw materials, semi-finished or finished products or other materials required for proper operation, even if it is consequent upon material damage to an item described in the Schedule;
- any restrictions on reconstruction or operation imposed by any public authority;
- You not having at Your disposal, in good time, enough money for repairing or replacing destroyed or damaged machinery;
- 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;
- We will not pay for losses resulting from interruption or interference with the business due to additions, alterations or improvements being effected to the damaged item(s) during repair.

MEMORANDA

If, during the indemnity period, goods are sold or services rendered at any other place for the benefit of the business either by You or by others on Your behalf, the money paid or payable in respect of these sales or services, will be brought into account in arriving at the turnover, revenue or gross rentals, during the indemnity period.

DEFINITIONS

Indemnity period	The period starting with the date that the damage occurred and ending no later than the following number of months, as stated in the Schedule, during which the results of the business is affected. damage.
Time excess	The period stated in the Schedule.
Turnover	The money paid or payable to You for goods sold and delivered and for services rendered in the course of the business at the premises.
Revenue	The money paid or payable to You for goods sold and for services rendered in the course of the business at the premises.
Gross profit (difference basis)	<p>The amount by which:</p> <ul style="list-style-type: none"> ○ the sum of the turnover and the amount of the closing stock shall exceed; ○ the sum of the amount of the opening stock and the amount of the uninsured costs. <p>The amount of the opening and closing stocks shall be arrived at in accordance with Your normal accountancy methods, provision will be made for depreciation.</p>
Gross profit (specified standing charges 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 a proportion of any net trading loss as the amount of the insured standing charges bears to all the standing charges of the business.
Net profit	The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from Your business at the premises after provision has been made for all standing and other charges including depreciation, but before the deduction of any tax due on profits.
Standing charges	As specified in the Schedule.
Accident	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.
Shortage in turnover	The amount by which the turnover during the specified portion of the indemnity period will in consequence of the accident fall short of that part of the standard turnover to which it relates.
The premises	All premises owned, used or occupied by You for the purposes of the business.

<p>Rate of gross profit</p> <p>The rate of gross profit earned on the turnover during the financial year immediately before the date of the Damage</p>	<p>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.</p> <p>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.</p>
<p>Annual turnover</p> <p>The turnover during the twelve months immediately before the date of the damage</p>	
<p>Standard turnover</p> <p>The turnover during that period in the twelve months immediately before the date of the damage which corresponds with the indemnity period</p>	

BASIS OF LOSS SETTLEMENT

Item 1. Gross Profit (difference basis)

The cover 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:

- **Reduction in turnover**
the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period, because of the accident, falls short of the standard turnover.
- **Increase in cost of working**
any additional expenses that You may need to pay to avoid or minimize the reduction in turnover during the indemnity period. This amount cannot exceed the sum produced by applying the rate of gross profit to the amount of the reduction that was avoided.

We will subtract any amount saved during the indemnity period in respect of business charges and expenses, payable out of gross profit, that may cease or be reduced following the damage. Any amount payable will be proportionately reduced if the gross profit sum insured is less than the amount calculated when applying the rate of gross profit to the annual turnover, if the indemnity period is 12 (twelve) months or less, or the appropriate multiple of annual turnover where the indemnity period is more than 12 (twelve) months.

Item 2. Revenue

The cover 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:

- **Reduction in revenue**
the amount by which the revenue, during the indemnity period, due to the accident, falls short of the standard revenue.
- **Increase in cost of working**
Any additional expenses that You may need to pay to avoid or minimize loss of revenue during the indemnity period. This amount cannot exceed the amount of loss of revenue that was avoided.

We will subtract any amount saved during the indemnity period in respect of business charges and expenses payable out of the revenue that may cease or be reduced following the damage. Any amount payable is proportionately reduced if the revenue sum insured is less than annual revenue, if the indemnity period is 12 (twelve) months or less, or the appropriate multiple of annual revenue if the indemnity period is more than 12 (twelve) months.

CLAUSES AND EXTENSIONS (Additional covers to assist You)

Accountant/Auditor

In the event of a claim, We will accept any particulars or details contained in Your books of account or other business books or records that have been produced and certified by Your auditors or professional accountants.

Accumulation of stocks

When calculating the final settlement amount of Your claim, an equitable allowance will be made If You used Your accumulated stock to temporarily maintain Your turnover or revenue following damage.

Departments/Branches

If Your business is conducted in departments or branches and the independent trading results can be determined for each, the provisions under items 1 and 2 relating to reduction in turnover/revenue and increase in cost of working, will apply separately to each department or branch affected by the accident. However, if the sum insured of the relevant item stated in the Schedule is less than the total amount that should have been insured for all branches or departments (as noted under Items 1 and 2), the amount payable will be proportionately reduced.

Deposit premium

At the start of the insurance period You can choose to pay a provisional premium based on 75% (seventy five percent) of the sum insured under item 1 and/or 2. If, at the end of the insurance period, the actual gross profit/revenue earned (proportionally increased if the indemnity period is more than 12 (twelve) months) during the financial year nearly concurrent with the insurance period is more or less than 75% (seventy five percent) of the sum insured, the premium will be adjusted accordingly but by no more than 33.3% (thirty three and one third percent) of the provisional premium paid. In the event of a claim being made under this section, the amount paid or payable will be regarded as actually earned.

New Business

When assessing any loss sustained due to an accident occurring before the completion of the first year's trading the following terms are restated:

- **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.
- **Annual turnover**
12 (twelve) times the average monthly turnover for the 3 (three) months immediately before the date of the accident.
- **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.
- **Annual revenue**
The average revenue earned during the 3 (three) months immediately before the date of the accident.
- **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 You benefit from deferred sales or from increased production and/or profits because of an interruption of or interference with the business, such benefits will be considered in determining the amount payable as indemnity under this section.

Salvage Sale clause

If, during the indemnity period, You decide to have a salvage sale, reduction in turnover under item 1, for the purposes of the claim, will be amended as follows:

“This is 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), due to the damage, falls short of the standard turnover, less 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. However, if any claim arises under these items, such return will be made only in respect of the difference not applicable to the claim.

DETERIORATION OF STOCK (MACHINERY BREAKDOWN)

DEFINED EVENTS (WHAT WE COVER YOU FOR)

- Unexpected and unforeseen damage to the products as well as the cold rooms that are described in the Schedule, affected as a direct result of the accident. We will pay up to the maximum amount stated in the Schedule.
- We will pay up to R50 000 (fifty thousand rand) per event for increase in the cost of working being the additional expenditure necessarily and reasonably incurred as a direct result of the accident, including costs for alternative storage facilities for the insured products, exclusively incurred to prevent or minimise damage to the insured products but not exceeding the amount that would otherwise have been payable under the item above.

Cover under this item is also subject to the following provisions:

- other than in the case of accidental escape of refrigerant, the accident must cause a fluctuation in the temperature in the cold rooms;
- We will have the benefit of any saving in expenditure because 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	<ul style="list-style-type: none"> ○ 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. ○ Failure of the public supply of electricity at the terminal ends of the supply authority's service feeders in Your premises from any accidental cause other than: <ul style="list-style-type: none"> – a deliberate act by You or any supply authority; – drought or shortage of fuel at any power station. ○ 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	<ul style="list-style-type: none"> ○ Insured products: destruction or impairment in value of the insured products by deterioration or contamination or putrefaction or spoilage. ○ Insured cold room(s): contamination by refrigerant necessitating the evacuation of the cold room(s).
Value	<ul style="list-style-type: none"> ○ The actual purchase price that You paid to Your supplier for the insured products or the part affected by accident; or ○ the actual purchase price that You paid to Your supplier for the insured products or that part which is affected by accident including the processing costs of such insured products prior to being placed in the cold room(s); or ○ the selling price of the insured products or the part affected by accident in respect of insured cold room(s).

We will not pay for:

- the excess stated in the Schedule which You are responsible for per event;
- damage to Your products and/or cold room(s) caused by bruising, rodents, pests or natural deterioration, disease or vice;
- damage to Your products that were not contained in insured cold room(s) at the time of such damage;
- 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, You must provide Us with:

- with a certificate of condemnation obtained from the appropriate local authority for damaged goods to need to be destroyed;
- proof of the value of impairment if the damage is alleged to have impaired the value of the insured products;
- reasonable proof for the need to incur increase cost of working to prevent or minimise damage to the insured products.

Version 1

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