Business
Policy Wording
Branch

Hollard.

CONTENTS

INSURANCE CODE OF CONDUCT 2
ABOUT YOUR UNDERWRITING MANAGER 4
GENERAL EXCEPTIONS, CONDITIONS AND PROVISIONS 5
FIRE 23
BUILDINGS COMBINED 34
OFFICE CONTENTS 45
BUSINESS INTERRUPTION 52
ACCOUNTS RECEIVABLE 61
THEFT 64
MONEY 67
GLASS 71
FIDELITY GUARANTEE 73
GOODS IN TRANSIT 79
BUSINESS ALL RISKS 82
ACCIDENTAL DAMAGE 85
COMBINED LIABILITY (CLAIMS-MADE BASIS) 89
UMBRELLA LIABILITY (COMMERCIAL RISK) 101
EMPLOYER'S LIABILITY (CLAIMS-MADE BASIS) 111
DIRECTORS' AND OFFICERS' LIABILITY (CLAIMS-MADE BASIS) 114
CYBER INSURANCE (CLAIMS-MADE BASIS) 123
GROUP PERSONAL ACCIDENT/STATED BENEFITS 133
MOTOR 146
MOTOR TRADERS RISK 161
MOTOR FLEET 172
ELECTRONIC EQUIPMENT 185
MACHINERY BREAKDOWN 195
SOLAR POWER 203
IMPORTANT INFORMATION 211

INSURANCE CODE OF CONDUCT

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

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

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

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

Hollard's commitment to service

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

How to resolve a complaint or dispute

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

Step 1: Talk to Hollard first

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

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

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

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

Step 2: Seek a review

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

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

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

Step 3: Seek an external review

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

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

The NFOSA can be contacted at:

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

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

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

Step 4: Take legal action

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

ABOUT YOUR UNDERWRITING MANAGER

ITOO Special Risks

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

In terms of this agreement, ITOO may:

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

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

ITOO will assist you with any queries related to **Umbrella Liability (Commercial risk), Directors' and Officers' Liability (Claims-made basis)** and **Cyber insurance (Claims-made basis)** claims. Please call **086 100 4866** on weekdays between 8am and 5pm and select the reason for your call. Your call will be routed directly to ITOO.

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

Conflict of interests relating to ITOO

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

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

GENERAL EXCEPTIONS, CONDITIONS AND PROVISIONS

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

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

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

GENERAL EXCEPTIONS

1. War, riot and terrorism

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

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

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

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

1.1.3.2 insurrection, rebellion or revolution;

1.1.4 any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;

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

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

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

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

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

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

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

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

2. Nuclear risks

Except as regards the Sections:

A. Fidelity Guarantee;
B. Stated Benefits; and
C. Group Personal Accident;

this Policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:

2.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
2.2 nuclear material, nuclear fission or fusion, nuclear radiation;
2.3 nuclear explosives or any nuclear weapon;
2.4 nuclear waste in whatever form;

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

3. Asbestos exclusion

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

A. Combined Liability (Claims-made Basis);
B. Umbrella Liability (Commercial Risk);
C. Employer's Liability (Claims-made Basis);
D. Sub-Section D – Liability of the Buildings Combined Section;
E. Sub-Section B – Liability of the Solar Power Section.

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

3.1 legal liability;
3.2 loss;
3.3 damage;
3.4 cost or expense whatsoever; or
3.5 any consequential loss;

directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.

4. Computer losses

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

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

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

4.2 any legal liability of whatsoever nature;

4.3 any consequential loss;

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

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

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

Special Extension to General Exception 4

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

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

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

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

      1.1.2 caused by tidal wave originating from earthquake;

      1.1.3 in the underground workings of any mine;

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

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

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

   1.2 aircraft and other aerial devices or articles dropped therefrom;

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

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

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

5. Cyber exclusion

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

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

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

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

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

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

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

Meaning of words:

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

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

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

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

irrespective:

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

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

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

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

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

8. Electricity Grid Failure exclusion

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

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

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

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

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

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

GENERAL CONDITIONS

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

1. Other insurance

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

2. Cancellation

2.1 Notice

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

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

2.1.2 the Insured giving immediate notice.

2.2 Pro-rata premiums

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

2.3 Premium refund

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

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

3. Premium payment

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

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

3.2 Where the premium is paid monthly

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

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

4. Adjustment of premium

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

5. Prevention of loss

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

6. Claims

6.1 Notice

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

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

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

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

6.1.4 preserve all property following a loss.

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

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

6.3 Injuries

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

6.4 Legal processes

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

6.5 No admission of liability

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

6.6 Limitation of liability

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

6.7 Prescription period

6.7.1 Expiry of claim

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

PROVIDED THAT:

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

1. Business Interruption;
2. Fidelity Guarantee;
3. Stated Benefits or Group Personal Accident including Personal Accident (assault) under Money.

6.7.2 Rejections

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

6.8 Recovery

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

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

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

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

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

7. Company's rights after an event

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

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

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

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

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

8. Deliberate or fraudulent acts in making a claim

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

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

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

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

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

9. Reinstatement of cover after loss

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

This General Condition does not apply to stock on a declaration basis nor any Section where it is stated to be not applicable.

10. Breach of conditions

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

11. No rights to other persons

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

12. Collective insurance

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

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

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

Company's rights after an event:

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

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

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

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

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

13. Value Added Tax (VAT)

13.1 Definition

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

13.2 Value Added Tax (VAT) inclusive condition

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

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

PROVIDED THAT:

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

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

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

14. Consent to disclosure of private information

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

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

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

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

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

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

15. Interest on payments

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

16. Law and jurisdiction

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

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

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

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

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

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

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

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

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

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

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

18. Alterations to the business

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

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

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

18.2.2 changes to the address or location of the business;

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

18.2.4 alterations in construction of the premises;

18.2.5 new business products not previously disclosed to the Company;

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

18.2.7 additional premises occupied.

18.3 The Company may at its own discretion:

18.3.1 adjust the premium or terms of the Policy;

18.3.2 require additional Terms, Conditions or Provisions;

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

19. Insurable interest

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

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

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

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

20. Detention, confiscation and forfeiture

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

21. Theft by false pretences and fraud

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

22. Sanction limitation and exclusion

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

23. Policy Wording and Schedule

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

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

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

25. Gradual deterioration, wear and tear

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

26. Delay of cover

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

26.1.1 bush- or grass fire;

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

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

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

27.1 electronic motors;

27.2 telephonic communication equipment;

27.3 security control equipment (inclusive of cameras);

27.4 alarm and detection systems;

27.5 TV aerials including television transmission or reception equipment;

27.6 closed circuit cameras and monitors;

27.7 or any accessory or attachment relating thereto;

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

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

28. Dye-lots, patterns and textures

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

29. Changes in Premiums and Conditions

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

30. Average

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

A. Fire;
B. Business Interruption;
C. Buildings Combined;
D. Office Contents but not applicable to theft;
E. Glass;
F. Solar Power but not applicable to theft.

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

31. Emergency expense shortfall benefit

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

32. The Insured

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

1. the named party(ies) stated in the Schedule (hereinafter referred to as the 'Named Insured');
2. any subsidiary company of the Named Insured declared to the Company;
3. any employee of the Named Insured, while acting on behalf of or in the course and scope of their employment or engagement by the Named Insured;
4. family members of senior management who are authorised to drive the insured vehicle(s) with the knowledge and consent of the Insured.

GENERAL PROVISIONS

1. Claims preparation costs

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

PROVIDED THAT:

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

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

2. Payments on account

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

3. First amount payable

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

4. Members, directors, partners or employees

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

5. Meaning of words

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

6. Holding covered

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

7. Schedule sums insured blank

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

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

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

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

8. Security firms

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

9. Security guard costs

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

A. Fire;
B. Buildings Combined;
C. Office Contents;
D. Theft;
E. Glass;
F. Goods in Transit;
G. Business All Risks;
H. Electronic Equipment;
I. Solar Power.

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

10. Malicious damage

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

A. Fire;
B. Buildings Combined;
C. Office Contents;
D. Solar Power.

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

PROVIDED THAT:

this Provision does not cover:

1. damage related to or caused by fire or explosion;
2. loss of or damage to property for which indemnity is available in terms of the Theft Section of the Policy;
3. consequential loss or damage or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
4. damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
5. damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
6. damage related to or caused by any occurrence referred to in General Exception 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

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

If any building insured or containing the insured property becomes unoccupied for 31 (thirty one) consecutive days, the insurance in respect of this Provision is suspended as regards the property affected unless the Insured, before the occurrence of any damage, obtains the written agreement of the Company to continue this Provision.

During the period of the initial unoccupancy of 31 (thirty one) consecutive days, the Insured shall become a co-insurer with the Company and shall bear a proportion of any damage equal to 20% (twenty percent) of the claim before deduction of any first amount payable.

11. Fire-extinguishing charges

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

Section	Limit of indemnity
Fire	Reasonable cost not exceeding 20% of the sum insured
Buildings Combined	Reasonable cost not exceeding 20% of the sum insured
Office Contents	Reasonable cost not exceeding 20% of the sum insured
Solar Power	Reasonable cost not exceeding 20% of the sum insured
Goods in Transit	R20 000
Motor/Motor Fleet	R20 000
Motor Traders	R20 000
Electronic Equipment	R20 000

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

PROVIDED THAT:

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

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

12. Subsidence and landslip (limited cover)

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

A. Fire;
B. Buildings combined;
C. Office Contents;
D. Solar Power.

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

PROVIDED THAT:

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

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

The Company will not be liable for:

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

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

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

13. Period of insurance

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

Section	Reference	Amendment
General	Adjustment of Premium	The words "each period of insurance" are amended to read "each period of twelve consecutive months from the inception date or anniversary date"
Fire	Specific Condition 1.2 in Stock Declaration Conditions	
Business Interruption	Deposit Premium Clause	
Accounts Receivable	Adjustment Clause	
Motor Fleet	Premium Adjustment Clause	
Fire	Capital Additions Clause	If the period of insurance is more often than quarterly then the words "each quarter" are amended to read "each month"
Buildings Combined	Capital Additions Clause	
Office Contents	Capital Additions Clause	
Fidelity Guarantee	Defined Event	In addition to the Defined Events the following is added: The amount payable during any one period of 12 (twelve) consecutive months from inception or anniversary date will not exceed the sum insured stated in the Schedule at the said inception or anniversary date as the case may be (or double the sum insured if the "Reduction/Reinstatement of sum insured" Extension applies). If the sum insured is increased the 12 (twelve) consecutive months applies from the anniversary date. Any reinstatement between the date of increase and the anniversary date will not exceed twice the sum insured.
Fidelity Guarantee	Reduction/Reinstatement of sum insured Extension	The words "annual premium" are amended to read "12 (twelve) times the monthly premium" for policies with monthly periods of insurance and "4 (four) times the quarterly premium" or "2 (two) times the bi-annual premium" for policies with quarterly or half-yearly periods of insurance respectively.

14. Locks and keys

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

A. Buildings Combined;
B. Office Contents;
C. Theft;
D. Money.

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

14.1 any receptacle; or
14.2 the business premises;

PROVIDED THAT:

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

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

15. Property under construction or alteration

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

PROVIDED THAT:

this Provision shall not apply in respect of damage to:

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

16. Warranties and endorsements

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

FIRE

DEFINED EVENTS

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

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

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

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

        6.1.2 caused by tidal wave originating from earthquake;

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

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

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

    6.2 aircraft and other aerial devices or articles dropped therefrom;

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

    PROVIDED THAT:

    this Defined Event (special perils) does not cover:

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

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

        2.2 subsidence or landslip;

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

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

7. such additional perils as stated in the Schedule.

SPECIFIC EXCEPTIONS

This insurance does not cover:

1. damage to property occasioned by its undergoing any heating or drying process;
2. damage to property which at the time thereof is insured by or would, but for the existence of this insurance, be insured by any marine policy(ies), except in respect of any excess beyond the amount which would have been payable under the marine policy(ies) had this insurance not been effected;
3. damage to property in the underground workings of any mine.

CLAUSES AND EXTENSIONS

All other contents

The term 'all other contents' referred to in the definition of property under Column 3 (Plant and Machinery) of the Schedule includes personal effects (including but not limited to tools and pedal cycles), the property of the Insured or directors or employees of the Insured, insofar as such property is not otherwise insured.

The benefit under this Clause is limited to R20 000 (twenty thousand rand) for any one individual in respect of property lost or damaged whilst on the Insured's premises.

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

1. money and stamps to a limit of R20 000 (twenty thousand rand) per event;
2. documents, manuscripts, business books, plans, computer systems records and media, designs, patterns, models and moulds to the value of materials and sums expended in labour, not exceeding R20 000 (twenty thousand rand) per event.

Alterations and misdescription

The insurance under this Section shall not be prejudiced by any alteration or misdescription of occupancy whether due to the transfer of processes or machinery or by virtue of acquisition of additional premises, structural alterations or repairs to buildings, machinery or plant, provided that notice is given to the Company as soon as practicable after such event and the Insured agrees to pay additional premium if required.

Alternative replacement conditions (design capacity)

In the event of property insured under Column 3 (Plant and Machinery) which has a measurable function, capacity or output being damaged by a Defined Event and it not being possible to replace or reinstate such property in terms of the Reinstatement value conditions Clause, then the Company will pay the cost of replacing such property with property the quality, capacity, function or output of which is as near as possible but not inferior to that of the original property;

PROVIDED THAT:

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

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 in the reinstatement or replacement of the property insured following damage by a Defined Event, but in no case exceeding 20% (twenty percent) of the amount payable in respect of such damage;

PROVIDED THAT:

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

Capital additions

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

Cleaning and maintenance equipment

The insurance under Column 1 (Buildings) of the Schedule is extended to include cleaning and maintenance equipment owned by the Insured for maintaining and cleaning the premises and which is kept on such premises;

PROVIDED THAT:

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

Cost of demolition, clearing and erection of hoardings

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

PROVIDED THAT:

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

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

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

Cost of removal of fallen or leaning trees

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

PROVIDED THAT:

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

Designation of property

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

Deterioration of undamaged stocks

The insurance under Column 4 (Stock and materials in trade) is extended to include deterioration of undamaged stocks due to the Insured's inability to process such stocks following a Defined Event under this Section;

PROVIDED THAT:

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

Discharge or leakage of fire protection systems

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

Disposal of salvage

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

PROVIDED THAT:

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

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

Express delivery and overtime

The Company will indemnify the Insured in respect of any extra charges for express delivery, airfreight, overtime, Sunday and holiday rates of wages payable in respect of the necessary and reasonable additional costs incurred by the Insured for effecting repairs or replacement approved by the Company, limited to 50% (fifty percent) of the amount which the repair or replacement would have cost had these additional costs not been incurred.

Generator hire

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

Geysers

Cover for loss of or damage to Geysers (as defined) the property of the Insured installed in the building(s) described in the Schedule, following sudden and unforeseen bursting and leaking is hereby included;

PROVIDED THAT:

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

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

Definition of Geysers

The term 'Geysers' shall mean geysers, water tanks, water apparatus, water pipes, drip trays, pans and water heating systems.

Specific condition (Geysers)

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

Landscaping

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

PROVIDED THAT:

such loss or damage is caused by:

1. fire, explosion or as a result of firefighting operations;

2. any other emergency service operations;
3. impact by vehicles or aircraft or other aerial devices;
4. any deliberate or malicious acts but excluding theft or attempted theft.

Mortgagee

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

Motors and pumping equipment

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

PROVIDED THAT:

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

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

Municipal plans scrutiny fee

The insurance under Column 1 (Buildings) of the Schedule includes municipal plans scrutiny fee;

PROVIDED THAT:

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

Public authorities' requirements

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

PROVIDED THAT:

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

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

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

    1.2 the additional cost that would have been required to make good the property damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations not arisen;
    1.3 the amount of any rate, tax, duty, development or other charge or assessment arising from capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations;

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

Public supply

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

Railway and other subrogation

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

Rent (if insured under Column 2)

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

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

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

Reinstatement value conditions

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

PROVIDED THAT:

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

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

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

Sanitary ware

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

Shade nets and canopies

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

PROVIDED THAT:

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

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

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

Temporary removal

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

PROVIDED THAT:

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

Temporary repairs and measures after loss

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

PROVIDED THAT:

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

Tenants

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

Valuation of Stock (in absence of stock declaration conditions)

If stock and materials in trade insured under this Section are not subject to the Stock declaration conditions Clause, any claim hereunder shall be settled on the basis of the market value immediately before the damage. In the event of the market value of the stock and materials in trade immediately before the damage being greater than the sum insured thereon, General Condition 3. *Average* will apply.

Water leaks/loss of water

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

PROVIDED THAT:

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

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

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

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

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

    5.2 losses as a result of:

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

        5.2.2 any deliberate acts of the Insured;

        5.2.3 taps or else taps left open after being used;

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

Wild baboons and monkeys

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

PROVIDED THAT:

the Company will not pay more than R30 000 (thirty thousand rand) per event and R60 000 (sixty thousand rand) in the annual aggregate.

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

Additional Leakage — first loss

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

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

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

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

The items to which this Extension applies and their Declared Values are shown in the Schedule.

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

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

   1.1 the additional costs of reinstatement to comply with Public authorities' requirements (as stated herein);

   1.2 Architects' and other professional fees (as stated herein);

   1.3 Costs of demolition and clearing and erection of hoardings (as stated herein).

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

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

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

   The following special memorandum is added to the Reinstatement value conditions Clause:

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

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

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

Brands and labels

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

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

PROVIDED THAT:

in the event of loss or damage to labels or names, the amount payable will be the cost of labelling and/or reconditioning the property.

Escalation/Inflation (Year 1 and Year 2)

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

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

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

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

Riot and strike

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

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

PROVIDED THAT:

this Extension does not cover:

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

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

Stock declaration conditions

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

1. 1.1 The Insured shall declare to the Company in writing the market value of their stock and materials in trade on the last day of each month/quarter (as stated in the Schedule) and shall make such declaration within 31 (thirty one) days thereof, otherwise they shall be deemed to have declared the sum insured on such property as the market value thereof.

   1.2 After each period of insurance, the premium shall be calculated on the average sum insured, namely the total of the values declared or deemed to have been declared, divided by the number of declarations due to have been made. If the resultant premium shall differ from the provisional premium, the difference shall be payable by or to the Insured as the case may be, but the amount payable by the Company shall not exceed 50% (fifty percent) of the provisional premium.

2. Any claim hereunder shall be settled on the basis of the market value immediately before the damage.

3. If, after the occurrence of damage, it is found that the amount of the last declaration is less than the amount that ought to have been declared, then the amount which would have been recoverable by the Insured shall be reduced in such proportion as the amount of the said declaration bears to the amount that ought to have been declared or to the sum insured, whichever is the lesser amount. The Provisions of this Condition shall, if applicable, operate cumulatively with General Condition 30. *Average*.
4. In consideration of the insurance not being reduced by the amount of any loss, the Insured shall pay additional premium on the amount of the loss from the date thereof to expiry of the period of insurance and such extra premium shall not be taken into account in, and shall be distinct from, the final adjustment premium.
5. The liability of the Company shall not exceed the sum insured stated in the Schedule and premium shall not be receivable on values in excess thereof.
6. The above specific Conditions shall apply separately to each item of the specification to which these Stock declaration conditions apply.

Subsidence and landslip (extended cover)

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

   PROVIDED THAT:

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

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

2. The Company will not be liable for:

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

   2.2 consequential loss whatsoever;

   2.3 damage existing at commencement of cover.

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

BUILDINGS COMBINED

SUB-SECTION A – PROPERTY

DEFINED EVENTS

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

1. fire;
2. lightning and thunderbolt;
3. subterranean fire;
4. explosion;
5. earthquake (whether arising from mining operations or otherwise), volcanic eruption or other convulsion, but excluding loss of or damage to property in the underground workings of any mine;
6. special perils:

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

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

        6.1.2 caused by tidal wave originating from earthquake;

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

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

    6.2 aircraft and other aerial devices or articles dropped therefrom;

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

    PROVIDED THAT:

    this Defined Event (special perils) does not cover:

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

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

        2.2 subsidence or landslip;

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

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

7. theft (or any attempt thereat) accompanied by visible signs of physical damage to the building following forcible and violent entry into or exit from such building or as a result of theft (or any attempt thereat) following violence or threat of violence. If any building insured or containing the insured property becomes unoccupied for 31 (thirty one) consecutive days, this item is suspended as regards the property affected unless the Insured, before the occurrence of damage, obtains the written agreement of the Company to continue this Extension. During the period of the initial unoccupancy of 31 (thirty one) consecutive days, the Insured shall become a co-insurer with the Company and shall bear a rateable proportion of any damage equal to 20% (twenty percent) of the claim before deduction of any first amount payable;
8. such additional perils as are stated in the Schedule to be included.

DEFINITION OF PROPERTY (applicable to Sub-Section A)

All the buildings insured and described in the Schedule including all outbuildings thereto (constructed of brick, stone, concrete or metal on metal framework and roofed with slate, tiles, metal, concrete or asbestos unless otherwise stated in the Schedule) and sporting and recreational structures, landlord's fixtures and fittings therein and thereon (including but not limited to: television and radio aerials, satellite dishes and masts, close circuit TVs and cameras, burglar alarm systems, fire extinguishing equipment, lightning conductors, fixed air conditioning units, ventilator fans, water heating systems and geysers (including solar geysers and solar geyser heating panels), fixed filtration plant, water-pumping machinery, electrical heating systems, electronic gate motors, garage door machinery, septic sewerage tanks), walls (except dam walls), gates, posts, fences (other than hedges), and tarred or paved: roads, driveways, paths, or parking areas.

SUB-SECTION B – PUBLIC SUPPLY CONNECTIONS

DEFINED EVENTS

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

SUB-SECTION C – RENT

DEFINED EVENTS

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

   Loss of rent as a result of the property insured being so damaged by any of the perils specified in Sub-Section A as to be rendered untenantable (including partially untenantable) but only for the period necessary for reinstatement and for an amount not exceeding 30% (thirty percent) of the sum insured applicable to the affected Property. The basis of calculation shall be the rent payable by the Insured as lessee of the Property immediately preceding the damage or if the Insured is not the lessee of the Property, the rental equivalent in rental value that they should have received as lessor for leasing all of the Property to a single legal entity.

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

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

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 D – LIABILITY

DEFINED EVENTS

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

LIMIT OF INDEMNITY (applicable to Sub-Section D)

The amount payable inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants and other costs and expenses incurred with the Company's consent for any one event or series of events with one original cause or source shall not exceed R5 000 000 (five million rand).

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

SPECIFIC EXCEPTIONS (applicable to Sub-Section D)

The Company will not indemnify the Insured under this Sub-Section in respect of:

1. Injury or Damage sustained by:

   1.1 any member of the same household or family as the Insured;

   1.2 any person employed by the Insured under a contract of service or apprenticeship and arising directly from and in the course of such employment by the Insured;

   1.3 any other person resulting from the ownership of or use by or on behalf of the Insured of mechanically propelled vehicles (except pedal cycles and lawnmowers);

2. Damage to property:

   2.1 2.1.1 belonging to the Insured;

   2.1.2 in the custody or control of the Insured or any employee of the Insured;

   2.2 caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure;

3. liability assumed by agreement unless liability would have attached to the Insured notwithstanding such agreement;

4. 4.1 liability in respect of Injury, Damage or loss of use of property directly or indirectly caused by seepage, pollution or contamination provided always that this Exception shall not apply where such seepage, pollution or contamination caused by a sudden, unintended and unforeseen occurrence;

   4.2 the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence.

   This Exception shall not extend the Policy to cover any liability which would not have been insured under this Policy in the absence of this Exception;

5. fines, penalties, punitive, exemplary or vindictive damages;

6. 6.1 damages in respect of judgments delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and the Kingdom of Eswatini (formerly Swaziland);

   6.2 costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the area described in 6.1 above.

MEMORANDA (applicable to Sub-Section D)

1. Where more than one Insured is named in the Schedule the Company will indemnify each Insured separately and not jointly and any liability arising between such Insured shall be treated as though separate policies had been issued to each;

   PROVIDED THAT:

   the aggregate liability of the Company shall not exceed the Limit of indemnity stated under this Sub-Section or in the Schedule.

2. Provided that the aggregate liability of the Company is not increased beyond the Limit of indemnity stated, the Company will also indemnify as though a separate policy had been issued to each:

   2.1 in the event of the death of the Insured, any personal representative of the Insured in respect of liability incurred by the Insured;

   2.2 any partner or director or member or employee of the Insured (if the Insured so requests) against any claim for which the Insured is entitled to indemnity under this insurance.

3. In respect of this Sub-Section only, General Exception 1. *War, riot and terrorism* is deleted and replaced by the following: "This Sub-Section does not cover injury, damage or liability directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power".

4. If, at the time of any event giving rise to a claim under this Sub-Section, indemnity is also provided under any other insurance, this Sub-Section shall not be drawn into contribution with such other insurance except in respect of any excess over and above the amount payable by such other insurance.
5. Notwithstanding Specific Exception 3, the Company will indemnify the Insured if a garden services firm is engaged under contract in the maintenance of the garden at the premises stated in the Schedule and is legally liable for the acts or omissions of the employees of the garden services in the course of their employment at these premises.

CLAUSES AND EXTENSIONS

Architects' and other professional fees

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

PROVIDED THAT:

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

Capital additions

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

Cleaning and maintenance equipment

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

PROVIDED THAT:

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

Cost of demolition and clearing and erection of hoardings

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

PROVIDED THAT:

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

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

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

Cost of removal of fallen or leaning trees

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

PROVIDED THAT:

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

Discharge or leakage of fire protection systems

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

Generator hire

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

Geysers

Cover for loss of or damage to Geysers (as defined) the property of the Insured installed in the building(s) described in the Schedule, following sudden and unforeseen bursting and leaking is hereby included;

PROVIDED THAT:

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

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

Definition of Geysers

The term 'Geysers' shall mean geysers, water tanks, water apparatus, water pipes, drip trays, pans and water heating systems.

Specific condition (Geysers)

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

Landscaping

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

PROVIDED THAT:

such loss or damage is caused by:

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

Maintenance fees and levies

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

PROVIDED THAT:

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

Mortgagee

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

Motors and pumping equipment

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

PROVIDED THAT:

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

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

Municipal plans scrutiny fee

The insurance under this Section includes municipal plans scrutiny fees;

PROVIDED THAT:

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

Public authorities' requirements

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

PROVIDED THAT:

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

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

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

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

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

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

Railway and other subrogation

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

Reinstatement value conditions

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

PROVIDED THAT:

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

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

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

Sanitary ware and fixed glass

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

Shade nets and canopies

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

PROVIDED THAT:

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

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

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

Storage of contents

If the insured property is damaged by an insured peril under Sub-Section A as to be rendered untenantable, the Company will pay for the reasonable costs for temporary storage of the contents belonging to the unit owner(s) or tenant(s) who normally resides at the insured premises, until completion of the necessary repairs or reconstruction.

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

Temporary removal

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

PROVIDED THAT:

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

Temporary repairs and measures after loss

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

PROVIDED THAT:

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

Tenants

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

Water leaks/loss of water

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

PROVIDED THAT:

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

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

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

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

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

    5.2 losses as a result of:

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

        5.2.2 any deliberate acts of the Insured;

        5.2.3 taps or else left open after being used;

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

Wild baboons and monkeys

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

PROVIDED THAT:

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

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

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

The items to which this Extension applies and their Declared Values are shown in the Schedule.

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

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

    1.1 the additional costs of reinstatement to comply with Public authorities' requirements (as stated herein);

    1.2 Architects' and other professional fees (as stated herein);

    1.3 Costs of demolition and clearing and erection of hoardings (as stated herein).

2. At the inception of each period of insurance, the Insured shall notify the Company of the Declared Value of the property by each of the said item(s). In the absence of such declaration, the last amount declared by the Insured shall be taken as the Declared Value for the ensuing period of insurance.

3. Notwithstanding any General Condition or endorsement to the contrary, the following wording applies to Provision 3 of the Reinstatement value conditions Clause:

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

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

   The following special memorandum is added to the Reinstatement value conditions Clause:

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

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

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

Escalation/Inflation (Year 1 and Year 2)

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

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

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

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

Prevention of access (extension to Sub-Section C)

If property within a 10km (ten kilometre) radius of the premises stated in the Schedule is lost or damaged by a peril defined in Sub-Section A during the period of insurance and this prevents or hinders the use of or access to the property insured by this Section, the Company will pay any loss of rent the Insured may incur as a result thereof up to an amount not exceeding 30% (thirty percent) of the Property sum insured any one event and not exceeding R20 000 000 (twenty million rand) in the annual aggregate. The loss of rent calculation will be based on the rent payable immediately preceding the loss or damage or its equivalent rental value.

Riot and strike

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

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

PROVIDED THAT:

this Extension does not cover:

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

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

Subsidence and landslip (extended cover)

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

   PROVIDED THAT:

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

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

2. The Company will not be liable for:

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

   2.2 consequential loss whatsoever;

   2.3 damage existing at commencement of cover.

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

Theft of external fixtures and fittings

Defined Event 8 under Sub-section A is extended to include theft (or any attempt thereat) of external fixtures and fittings of any insured building at the premises described in the Schedule, accompanied by visible signs of physical damage to the premises following forcible and violent entry into or exit from such insured premises or as a result of theft (or any attempt thereat) following violence or threat of violence.

OFFICE CONTENTS

SUB-SECTION A – CONTENTS

DEFINED EVENTS

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

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

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

        6.1.1 arising from its undergoing any process necessarily involving the use or application of water;
        6.1.2 caused by tidal wave originating from earthquake;
        6.1.3 in the open (other than buildings, structures and plant designed to exist or operate in the open) unless specifically insured as a separate item in the Schedule;
        6.1.4 in any structure not completely roofed unless specifically insured as a separate item in the Schedule;

    6.2 aircraft and other aerial devices or articles dropped therefrom;

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

    PROVIDED THAT:

    this Defined Event (special perils) does not cover:

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

        2.1 leakage or discharge from any sprinkler or drencher system in the buildings insured hereby;
        2.2 subsidence or landslip;
        2.3 the Insured's failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimisation of any damage;
        2.4 mildew, damp, rising damp, rust, corrosion or rot;

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

    PROVIDED THAT:

    the Company shall not be liable to pay more than 25% (twenty five percent) of the Contents sum insured. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

DEFINITION OF CONTENTS (applicable to Sub-Section A)

Contents shall mean:

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

LIMITATIONS (applicable to Sub-Section A)

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

SPECIFIC EXCEPTIONS (applicable to Sub-Section A)

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

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

SUB-SECTION B – RENT

DEFINED EVENTS

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

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

SUB-SECTION C – DOCUMENTS

DEFINED EVENTS

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

PROVIDED THAT:

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

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

DEFINITION OF DOCUMENTS (applicable to Sub-Section C)

The term 'Documents' shall mean:

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

PROVIDED THAT:

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

LIMITATIONS (applicable to Sub-Section C)

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

SPECIFIC EXCEPTIONS (applicable to Sub-Section C)

This Sub-Section does not cover:

1. loss or damage caused by:
    - 1.1 electric or electronic or magnetic injury, disturbance or erasure of electronic or magnetic recordings except by lightning;
    - 1.2 vermin or inherent defect or by processing, copying or other work upon the documents;
    - 1.3 the dishonesty of any principal, partner or director of the Insured whether acting alone or in collusion with others. This Exception shall not apply to any director who is also an employee of the Insured and whom the Insured have the right at all times to govern, control and direct in the performance of their work in the service of the Insured and in the course of the business;
2. wear and tear or gradual deterioration;
3. costs involved in re-shooting films and audio-visual material and re-recording audio tapes.

SUB-SECTION D – LIABILITY DOCUMENTS

DEFINED EVENTS

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

PROVIDED THAT:

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

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

SPECIFIC EXCEPTIONS (applicable to Sub-Section D)

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

MEMORANDUM (applicable to Sub-Section D)

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

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

SUB-SECTION E – INCREASE IN COST OF WORKING

DEFINED EVENTS

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

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

SPECIFIC CONDITION (applicable to Sub-Section A)

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

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

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

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

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

   PROVIDED THAT:

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

CLAUSES AND EXTENSIONS

Alterations and misdescription

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

PROVIDED THAT:

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

Capital additions

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

Discharge or leakage of fire protection systems

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

New and additional premises

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

PROVIDED THAT:

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

Removal of debris

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

PROVIDED THAT:

1. the Company's liability for such loss or damage and costs and expenses shall not exceed in the aggregate the sum expressed in the Schedule to be insured on the property affected;
2. the Company will not pay for any costs or expenses:
    - 2.1 incurred in removing such debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site;
    - 2.2 arising from pollution or contamination of property not insured by this Policy/Section.

Replacement value Condition

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

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

PROVIDED THAT:

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

Sanitary ware and fixed glass

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

Temporary removal

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

PROVIDED THAT:

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

Temporary repairs and measures after loss

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

PROVIDED THAT:

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

Tenants

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

Wild baboons and monkeys

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

PROVIDED THAT:

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

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

Additional Leakage — first loss

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

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

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

Riot and strike

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

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

PROVIDED THAT:

this Extension does not cover:

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

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

Theft (non-forcible)

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

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

PROVIDED THAT:

the Company shall not be liable to pay more than:

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

whichever is the lesser.

BUSINESS INTERRUPTION

DEFINED EVENTS

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

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

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

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

DEFINITIONS

Gross profit – additions basis	the sum produced by adding to the Net profit the amount of the Insured standing charges or, if there is no Net profit, the amount of the Insured standing charges less such proportion of any net trading loss as the amount of the Insured standing charges bears to all the standing charges of the business
Gross profit – difference basis	the amount by which: 1. the sum of the Turnover and the amount of the closing stock shall exceed; 2. the sum of the amount of the opening stock and the amount of the uninsured costs. The amount of the opening and closing stocks shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation
Gross rentals	the money paid or payable to the Insured by tenants in respect of rental of the premises and for services rendered
Indemnity period	the period beginning with the commencement of the Damage and ending not later than the number of months thereafter stated in the Schedule during which the results of the business shall be affected in consequence of the Damage
Insured standing charges	as specified in the Schedule (the words and expressions used shall have the meaning usually given to them in the books of account of the Insured)
Net profit	the net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the business of the Insured at the premises after due provision has been made for all standing and other charges including depreciation, but before the deduction of any taxation chargeable on profits
Revenue	the money paid or payable to the Insured for goods sold and for services rendered in the course of the business at the premises
Turnover	the money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the business at the premises

Uninsured costs	as specified in the Schedule (the words and expressions used shall have the meaning usually attached to them in the books and accounts of the Insured)

Memorandum applicable to all definitions:

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

Annual turnover, annual revenue and/or annual gross rentals The Turnover (Revenue) (Gross rentals) during the 12 (twelve) months immediately before the date of the Damage	to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations or other circumstances affecting the business either before or after the Damage or which would have affected the business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage. **Note:** If the Damage occurs before the completion of first year's trading of the business at the premises, the value of bracketed terms shall be calculated by using values proportionate to the results obtained during the period between the commencement of the business and the date of Damage.
Rate of gross profit The rate of gross profit earned on the turnover during the financial year immediately before the date of the Damage	
Standard turnover, standard revenue and/or standard gross rentals The Turnover (Revenue) (Gross rentals) during that period in the 12 (twelve) months immediately before the date of the Damage which corresponds with the Indemnity period	

BASIS OF SETTLEMENT

Item 1. Gross profit:

1.1 Difference basis

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

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

and the amount payable as indemnity hereunder shall be:

1. in respect of reduction in Turnover

the sum produced by applying the Rate of gross profit to the amount by which the Turnover during the Indemnity period shall, in consequence of the Damage, fall short of the Standard turnover;

2. in respect of increase in cost of working

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

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

1.2 Additions basis

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

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

and the amount payable as indemnity hereunder shall be:

1. in respect of reduction in Turnover

the sum produced by applying the Rate of gross profit to the amount by which the Turnover during the Indemnity period shall, in consequence of the Damage, fall short of the Standard turnover;

2. in respect of increase in cost of working

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

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

Memorandum (applicable to item 1. Gross profit)

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

Item 2. Gross rentals

The insurance under this item is limited to:

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

and the amount payable as indemnity hereunder shall be:

1. in respect of loss of Gross rentals

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

2. in respect of increase in cost of working

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

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

Item 3. Revenue

The insurance under this item is limited to:

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

and the amount payable as indemnity hereunder shall be:

1. in respect of loss of Revenue

the amount by which the Revenue during the Indemnity period shall, in consequence of the Damage, fall short of the Standard revenue;

2. in respect of increase in cost of working

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

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

Item 4. Additional increase in cost of working

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

Item 5. Wages (Number of weeks basis)

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

The amount payable as indemnity under this item will be the actual amount which the Insured shall pay as wages for such period to employees whose services cannot, in consequence of the Damage, be utilised by the Insured at all and an equitable part of the wages paid for such period to employees whose services cannot, in consequence of the Damage, be utilised by the Insured to the full, not exceeding the sum insured stated in the Schedule against this item;

PROVIDED THAT:

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

Item 6. Fines and penalties for breach of contract

The insurance under this item is limited to fines or penalties for breach of contract and the amount payable as indemnity hereunder shall be such sum as the Insured shall be legally liable to pay and shall pay in discharge of fines or penalties incurred solely in consequence of Damage for non-completion or late completion of orders, not exceeding the sum insured stated in the Schedule against this item.

SPECIFIC CONDITIONS

1. The insurance under this Section shall cease if the business is wound up or carried on by a liquidator or judicial manager or is permanently discontinued, except with the written agreement of the Company.
2. On the happening of any Damage in consequence of which a claim may be made under this Section, the Insured shall, in addition to complying with General Conditions 6. *Claims* and 7. *Company's rights after an event*, with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this Section shall, not later than 31 (thirty one) days after the expiry of the Indemnity period, or within such further time as the Company may in writing allow, at their own expense deliver to the Company in writing a statement setting forth particulars of their claim together with details of all other insurance covering the loss or any part of it or consequential loss of any kind resulting therefrom.

3. No claim under this Section shall be payable unless the terms of these Specific Conditions have been complied with and, in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

CLAUSES AND EXTENSIONS

Accountants

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

Accumulated stocks

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

Additional premises

In the event of the Insured occupying or having property at any newly added premises for the purpose of the business during the currency of this Section, such newly added premises shall be deemed to be included subject to notification to the Company within 31 (thirty one) days from the date of first occupancy of the additional premises, subject to the maximum sum insured as specified in the Schedule under either Gross profit/Gross rentals/Revenue.

Departmental

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

Extensions to other premises

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

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

1. **Contract sites**

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

2. **Storage, transit and vehicle**

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

3. **Prevention of access**

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

PROVIDED THAT:

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

1. 75% (seventy five percent) of the Gross profit, Gross rentals or Revenue sum insured; or
2. R20 000 000 (twenty million rand);

whichever is the lesser.

Output (alternative basis)

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

PROVIDED THAT:

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

   2.1 the accumulated stocks clause shall be inoperative;

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

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

Salvage sale

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

"1. in respect of reduction in Turnover the sum produced by applying the Rate of gross profit to the amount by which the Turnover during the Indemnity period (less the Turnover for the period of the salvage sale) shall, in consequence of the Damage, fall short of the Standard turnover, from which sum shall be deducted the Gross profit actually earned during the period of the salvage sale."

Solar power system(s) limitation

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

PROVIDED THAT:

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

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

Accidental damage

The following Defined Event is added:

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

PROVIDED THAT:

1. the provision under any item of this Section that the payment will be reduced proportionately if the amount insured by the item is not adequate, is deleted in respect of this Defined Event;
2. the Company's liability for each and every event shall not exceed:

    2.1 20% (twenty percent) of the Gross profit, Gross rentals or Revenue sum insured; or

    2.2 R5 000 000 (five million rand); or

    2.3 the sum insured stated in the Schedule;

    whichever is the lesser.

Deposit premium

In consideration of the premium by items 1 (Gross profit), 2 (Gross rentals) or 3 (Revenue) being provisional in that it is calculated on 75% (seventy five percent) of the sum insured, the premium is subject to adjustment on expiry of each period of insurance as follows:

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

Extensions to other premises

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

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

1. Specified suppliers/sub-contractors

The premises of the direct suppliers and sub-contractors specified in the Schedule;

PROVIDED THAT:

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

1. 25% (twenty five percent), or the percentage stated in the Schedule, of the Gross profit sum insured towards any and all specified supplier(s)/sub-contractor(s); or
2. the sum insured stated in the Schedule;

whichever is the lesser.

2. Specified customers

The premises of the direct customers specified in the Schedule;

PROVIDED THAT:

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

1. 25% (twenty five percent), or the percentage stated in the Schedule, of the Gross profit sum insured towards any and all specified customer(s); or
2. the sum insured stated in the Schedule;

whichever is the lesser.

3. Unspecified suppliers

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

PROVIDED THAT:

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

1. 10% (ten percent), or the percentage stated in the Schedule, of the Gross profit sum insured towards any and all unspecified supplier(s); or
2. the sum insured stated in the Schedule;

whichever is the lesser.

4. Prevention of access – extended cover

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

PROVIDED THAT:

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

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

whichever is the lesser.

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

4.1 the Insured's premises stated in the Schedule;

4.2 Additional premises and Extensions to other premises as stated under Clauses and Extensions of this Business Interruption Section;

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

1. Specified suppliers/sub-contractors;
2. Specified customers;
3. Unspecified suppliers;
4. Public utilities – insured perils only;
5. Public telecommunications – insured perils only;

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

5. Public utilities – insured perils only

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

PROVIDED THAT:

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

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

whichever is the lesser.

6. Public telecommunications – insured perils only

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

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

PROVIDED THAT:

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

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

whichever is the lesser.

Theft by forcible entry

The following Defined Event is added:

Theft (or any attempt thereat) accompanied by visible signs of physical damage to the premises following forcible and violent entry into or exit from such premises and for which payment has been made or liability admitted under the Theft Section of this Policy;

PROVIDED THAT:

1. the Company will not be liable under this Extension for theft or attempted theft by any principal, partner, director or employee of the Insured;
2. the Company's liability for each and every event shall not exceed:

2.1 20% (twenty percent) of the Gross profit, Gross rentals or Revenue sum insured; or

2.2 R5 000 000 (five million rand); or

2.3 the sum insured stated in the Schedule;

whichever is the lesser.

ACCOUNTS RECEIVABLE

DEFINED EVENTS

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

PROVIDED THAT:

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

If, because of imminent danger of their destruction, such books of account or other business books or records are removed to a place of safety, the insurance hereunder shall apply if such goods are destroyed, damaged or lost as aforesaid during such removal or while so located or being returned to the premises, provided the Insured shall notify the Company in writing of such removal within 31 (thirty one) days thereafter.

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

DEFINITION

Outstanding debit balances	the total declared in the statement last given under the provisions of the following memorandum adjusted for: 1. bad debts; 2. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to customers' accounts in the period between the date to which said last statement relates and the date of the Damage; and 3. any abnormal conditions of trade which had or could have had a material effect on the business; so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the Damage had the Damage not occurred

SPECIFICATION

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

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

PROVIDED THAT:

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

SPECIFIC EXCEPTIONS

The Company will not pay for:

1. loss resulting from loss or Damage to the books of account or other business books or records caused by:
   - 1.1 wear and tear or gradual deterioration or moths or vermin;
   - 1.2 detention, seizure or confiscation by any lawfully constituted authority;
   - 1.3 electrical or electronic or magnetic injury, disturbances or erasure unless the Insured maintains the duplicate records referred to in the Duplicate records Clause of this Section;
2. loss caused by fraud or dishonesty of any principal, director, partner or employee of the Insured.

SPECIFIC CONDITIONS

Declarations

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

Duplicate records

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

Protections

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

CLAUSES AND EXTENSIONS

Accountants

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

Adjustment

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

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

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

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

Riot and strike

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

1. civil commotion, labour disturbances, riot, strike or lockout;

2. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 1. above;

PROVIDED THAT:

this Extension does not cover:

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

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

Transit

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

THEFT

DEFINED EVENTS

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

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

1. a thief or thieves being concealed upon the insured premises before close of business;
2. entry to and/or exit from the premises being effected by use of a skeleton key or other similar device (excluding a duplicate key);

   PROVIDED THAT:

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

SPECIFIC EXCEPTIONS

The Company shall not be liable for:

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

SPECIFIC CONDITION

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

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

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

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

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

   PROVIDED THAT:

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

CLAUSES AND EXTENSIONS

All contents

The term 'all contents' noted under the Defined Events of this Section includes personal effects, tools and pedal cycles the property of the Insured or any principal, partner, director or employee of the Insured insofar as such property is not otherwise insured up to R20 000 (twenty thousand rand) in the case of any one person and R40 000 (forty thousand rand) in the aggregate any one event.

Additional premises

The Company will also pay for loss or damage to property as a result of losses whilst in a building at any additional premises;

PROVIDED THAT:

1. such additional premises are advised to the Company within 31 (thirty one) days from the time the risk attaches to the Company;
2. an additional premium, if any, is paid;
3. the Company's liability in respect of this Extension shall not exceed 50% (fifty percent) of the highest amount stated in the Schedule applicable to any one premises.

Limitation

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

Loss or damage to buildings

In addition to the sum insured stated in the Schedule, the insurance under this Section extends to include:

1. damage to the building (including landlord's fixtures and fittings whether inside the building or attached to the outside of the building) at the insured premises in the course of theft (or any attempt thereat);
2. loss of fixtures and fittings (including landlord's fixtures and fitting) forming part of the building at the insured premises as a result of theft (or any attempt thereat) accompanied by visible signs of physical damage to the building following forcible and violent entry into or exit from such building;

PROVIDED THAT:

the Company's liability shall not exceed R30 000 (thirty thousand rand) in the aggregate any one event.

Property of guests (applicable to accommodation risks only)

In addition to any amount payable the Company will also pay for loss or damage to property of guests as a result of theft (or any attempt thereat) at the insured premises;

PROVIDED THAT:

1. the property is not otherwise insured;
2. property shall mean personal effects and pedal cycles;
3. the Company shall not be liable to pay more than:

    3.1 R15 000 (fifteen thousand rand) per person, per event; and

    3.2 R30 000 (thirty thousand rand) in the aggregate any one event.

Temporary repairs and measures after loss

The Company will also pay for all reasonable costs and expenses incurred in effecting such temporary repairs and in taking such temporary measures as may be reasonably necessary after loss or damage to the insured property by any Defined Event insured against;

PROVIDED THAT:

the Company's liability for such costs and expenses shall not exceed in the aggregate R20 000 (twenty thousand rand) per event and R40 000 (forty thousand rand) in the annual aggregate.

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

Additional damage to buildings

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

PROVIDED THAT:

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

Losses in the open at the insured premises

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

PROVIDED THAT:

1. the premises is surrounded by a security fence that is at least 1.8 metres high;
2. the entrance gate(s) is kept securely locked at all times;
3. theft (or any attempt thereat) must be accompanied by visible signs of physical damage to the premises following forcible and violent entry into or exit from such premises, or as a result of theft (or any attempt thereat) following violence or threat of violence;
4. the Company's liability for any one event shall not exceed the amount stated in the Schedule.

Malicious damage cover only

Damage directly occasioned by or through or in consequence of the deliberate or willful or wanton act of any person committed with the intention of causing such damage to the Insured's property, but only following theft (or any attempt thereat) (as defined) and limited to the amount stated in the Schedule per event.

Petrol in underground tank(s)

This Section is extended to cover theft of fuel kept in underground tank(s) at the insured premises;

PROVIDED THAT:

1. theft (or any attempt thereat) is accompanied by visible signs of physical damage to the premises following forcible and violent entry into or exit from such premises;
2. the underground tank(s) is kept securely locked by a suitable padlock or other approved method;
3. the Company's liability for any one event shall not exceed the amount stated in the Schedule.

MONEY

SUB-SECTION A

DEFINED EVENTS

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

PROVIDED THAT:

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

DEFINITIONS

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

SPECIFIC EXCEPTIONS (applicable to Sub-Section A)

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

1. arising from dishonesty of any principal, partner, director or person(s) in the employ of the Insured not discovered within 14 (fourteen) working days of the occurrence thereof;
2. arising from any event in respect of which a claim is payable, or would be payable but for any first amount payable or co-insured clause under the Fidelity Section of the Policy or any other fidelity insurance;
3. arising from losses or shortages due to error or omission;
4. arising from the use of keys to any safe or strongroom unless the keys:
   - 4.1 are obtained by violence or threats of violence to any person;
   - 4.2 are used by the key-holder or some other person with the collusion of the key-holder and the Insured can prove to the satisfaction of the Company that the key-holder or such other person had used the keys to open the safe or strongroom;
5. in an unlocked safe or strongroom whilst the portion of the premises containing such safe or strongroom is unattended but this Exception will not apply if it can be shown to the satisfaction of the Company that the key-holder to the safe or strongroom deliberately left it unlocked with the intention of allowing the Money to be stolen;
6. not contained in a locked safe or strongroom whilst the portion of the premises containing such Money is unattended but this Exception will not apply if it can be shown to the satisfaction of the Company that the person(s) responsible for the Money deliberately left it outside the safe or strongroom with the intention of allowing it to be stolen;
7. in any vehicle being used by the Insured unless a principal, partner, director or employee of the Insured is actually in such vehicle or, if not in such vehicle, is within 5m (five metres) of it in a position from which the vehicle is clearly visible. This Exception shall not apply following an accident involving such vehicle rendering the said person incapacitated;
8. caused by incorrect electronic fund transfers by or to the Insured;
9. caused by cyber crime;

10. in the form of cryptocurrency (a digital currency in which encryption techniques are used to regulate the generation of units of currency and verify the transfer of funds, operating independently of a central bank).

Specific Exceptions 4, 5, 6 and 7 will be covered up to R10 000 (ten thousand rand) or the Major limit stated in the Schedule, whichever is the lesser, and such losses shall not be reduced by any first amount payable.

SPECIFIC CONDITION (applicable to Sub-Section A)

Money in transit

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

PROVIDED THAT:

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

    5.1 is carried by an approved and professional money handler;

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

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

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

CLAUSES AND EXTENSIONS (applicable to Sub-Section A)

Credit/debit cards

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

PROVIDED THAT:

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

Custody of Money

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

1. one or more petrol attendants while on the insured premises;
2. one or more collectors or roundsman while away from the premises;
3. a partner, director or employee of the Insured at their residence or while away on a business trip;

PROVIDED THAT:

1. the Company's liability shall not exceed R10 000 (ten thousand rand) per event;
2. the petrol attendant(s), collector(s) or roundsman is only covered while engaged in work for the Insured in connection with the business;

3. theft must be accompanied by violence or threat of violence;
4. theft arising from the dishonesty of any principal, partner, director or person(s) in the employ of the Insured is excluded.

Receptacles and clothing

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

PROVIDED THAT:

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

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

Seasonal increase

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

PROVIDED THAT:

the Company shall not be liable to pay more than 15% (fifteen percent) of the Major limit or R50 000 (fifty thousand rand), whichever is the lesser.

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

Skeleton keys

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

PROVIDED THAT:

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

SUB-SECTION B – PERSONAL ACCIDENT (assault)

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

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

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

MEMORANDA (applicable to permanent disablement benefits)

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

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

CLAUSES AND EXTENSIONS (applicable to Sub-Section B)

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

   PROVIDED THAT:

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

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

Riot and strike

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

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

PROVIDED THAT:

this Extension does not cover:

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

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

GLASS

DEFINED EVENTS

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

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

boarding up	the cost of such boarding up not exceeding R10 000 (ten thousand rand) per event
damage to shop fronts	damage to shop fronts, frames, window displays (including fixtures and fittings), burglar alarm strips, wires and vibrators as a direct result of such loss not exceeding R10 000 (ten thousand rand) per event
removal and reinstallation	the cost of removal and reinstallation of fixtures and fittings necessary for the replacement of the glass not exceeding R10 000 (ten thousand rand) per event
watchman	the cost of employment of a watchman service prior to the placement of glass or boarding up or the repair of the burglar alarm system, unless payable under any other insurance arranged by the Insured not exceeding R10 000 (ten thousand rand) per event

DEFINITION OF GLASS

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

Internal glass:

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

External glass:

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

BASIS OF COVER

If the basis of cover noted in the Schedule is stated as First loss and not Full value, General Condition 30. *Average* is deleted.

SPECIFIC EXCEPTIONS

The Company shall not be liable for:

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

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

Riot and strike

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

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

PROVIDED THAT:

this Extension does not cover:

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

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

Special replacement

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

PROVIDED THAT:

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

FIDELITY GUARANTEE

DEFINED EVENTS

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

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

PROVIDED THAT:

1. 1.1 the Company is not liable for all Losses which occurred more than 24 (twenty four) months prior to discovery;

   1.2 all Losses are Discovered not later than 12 (twelve) months after the termination of:

   1.2.1 this Section; or

   1.2.2 this Section in respect of any insured Employee concerned in a Loss; or

   1.2.3 the employment of the insured Employee of the last of the insured Employees concerned in a Loss;

   whichever occurs first;

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

DEFINITIONS

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

Employee	1. any person while employed under a contract of service with or apprenticeship to the Insured; 2. any person while hired or seconded from any other party into the service of the Insured whom the Insured has the right at all times to govern, control and direct in the performance of their work in the course of the business of the Insured; 3. students, volunteers or persons employed on youth training or work experience schemes; 4. any member of the board of trustees of any pension fund, provident fund or benefit fund as defined in the Income Tax Act 1962 established by the Insured for the benefit of employees referred to in 1.
Loss	actual loss of money or monetary funds or negotiable instruments or corporeal tangible property belonging to the Insured or for which the Insured is legally responsible; PROVIDED THAT: loss does not include a loss arising from the avoidance, breach, cancellation or other termination of a contract, the non-payment or other non-performance by a debtor, the adverse consequence of a business or trade risk or venture or other speculative enterprise or investment or the provision or receipt or any suretyship or other security
Theft	dishonest appropriation of money, monetary funds or property with the intention to steal
Third party	any party who is not a director, partner, officer or Employee of the Insured and including any person who is specifically excluded from the definition of Employee as provided for in this Policy

SPECIFIC EXCEPTIONS

1. The Company shall not be liable for:

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

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

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

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

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

2. This Section does not cover any company or other legal entity acquired during the period of insurance.
3. The Company shall only be liable to the extent of the participation or shareholding of any uninvolved partners, principals, directors or members for an insured event in which any partner, principal, director or member of the Insured is or has been directly involved.

   This Specific Exception only applies to:

   3.1 partnerships;
   3.2 private companies;
   3.3 close corporations; or
   3.4 trusts.

SPECIFIC CONDITIONS

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

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

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

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

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

2. If the Insured shall sustain any Loss to which this Section applies which exceeds the amount payable hereunder in respect of such Loss, the Insured shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken or effected by the Company or for the amount of any first amount payable) by whomsoever made on account of such loss until fully reimbursed, less the actual cost of effecting the same, and any remainder shall be applied to the reimbursement of the Company and the Insured to the extent of their co-insurance in terms of the Compulsory First Amount Payable clause and/or Schedule.

CLAUSES AND EXTENSIONS

Accountants

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

Extended cover for past Employees

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

Other insurances

It is a condition of this Section that other than:

1. a money policy;
2. that declared to the Company at inception or renewal or time a claim is submitted;
3. a fidelity pension fund policy which is not in excess of this Section;
4. this Policy;

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

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

Computer losses

The Insured having completed a satisfactory questionnaire, the Computer losses first amount payable Clause is deleted.

Costs of recovery

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

Extortion

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

PROVIDED THAT:

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

PROVIDED FURTHER THAT:

this Extension shall not entitle the Insured to indemnity in respect of any loss which is insured or which would be insurable in terms of a theft, money, motor or marine/transit insurance policy or any other more specific insurance covering money or goods.

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

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

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

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

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

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

   1.1 control;
   1.2 fraud, dishonesty and theft detection;

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

   PROVIDED THAT:

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

2. The First amount payable for losses discovered more than 12 (twelve) months after they were committed, as stated in the Schedule, is deleted.

Reduction/reinstatement of sum insured

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

PROVIDED THAT:

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

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

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

Retroactive cover – no previous insurance in force

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

Superseded insurance

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

PROVIDED THAT:

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

Voluntary first amount payable

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

MEMORANDA

1. In the event of the discovery of any Loss resulting from a Defined Event, the Insured may, notwithstanding anything to the contrary contained in General Condition 6.2 *Unlawful use, theft, loss or malicious damage to property*, refrain from reporting the matter to the Police, but shall do so immediately should the Company require such action to be taken.
2. Non-disclosure of their own fraud or dishonesty or that of others with whom they are in Collusion by the person signing any proposal form or giving renewal or other instructions shall not prejudice any claim under this Section.
3. General Exceptions 1. *War, riot and terrorism* and 2. *Nuclear risks* and General Condition 9. *Reinstatement of cover after loss* do not apply to this Section.
4. If the sum insured shall be increased at any time, such increased amount shall apply only to Defined Events committed after the date of such increase.

FIRST AMOUNTS PAYABLE

Compulsory first amount payable

The amount payable under this Section in respect of a Defined Event involving one Employee or any number of Employees acting in Collusion shall be reduced by:

1. 2% (two percent) of the aggregate of the sum insured under this Section and the declared insurance, not exceeding R60 000 (sixty thousand rand); plus
2. a further amount of 10% (ten percent) of the net amount payable after deduction of the amount specified in 1 above.

Computer losses first amount payable

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

1. manipulation of;
2. input into;
3. suppression of input into;

4. destruction of;
5. alteration of;

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

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

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

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

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

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

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

GOODS IN TRANSIT

DEFINED EVENTS

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

SPECIFIC EXCEPTIONS

The Company shall not be liable for:

1. loss or damage resulting from or caused by:

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

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

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

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

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

    1.6 breakdown of refrigeration equipment;

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

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

    1.9 seizure of the conveying vehicle and insured property as stated in the Schedule by unlawful and forcible means;

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

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

    4.2 property outside the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi and Mozambique;

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

    4.4 livestock, pedigreed animals and game;

5. consequential loss of any kind, delay, loss of market, depreciation or changes brought about by natural causes;
6. loss or damage if such loss or damage occurs whilst in the custody or control of any carrier which is not appropriately licensed and registered to provide this service in accordance with all laws and regulations of the country and/or local municipality.

CLAUSES AND EXTENSIONS

Basis of valuation

The amount claimed shall be calculated as follows:

1. in respect of new goods:

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

2. in respect of goods that are not new:

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

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

Breakdown or damage

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

PROVIDED THAT:

1. the Company's liability for such additional costs will not exceed R20 000 (twenty thousand rand) per event and R40 000 (forty thousand rand) in the annual aggregate;
2. the Insured shall provide the Company with all relevant and supporting documentation relevant to the costs incurred on request.

Clearing up and removal of debris costs

The insurance under this Section includes costs necessarily incurred by the Insured in respect of the clearing up and removal of debris following damage to the means of conveyance or to the property thereon, not exceeding R20 000 (twenty thousand rand) in respect of any one Defined Event.

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

Conveyance

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

First amount payable

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

Limit of liability

The liability of the Company for all loss or damage arising from any one Defined Event shall not exceed the sum insured stated in the Schedule.

Other means of transport

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

Period of transit

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

Property

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

Refusal

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

PROVIDED THAT:

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

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

Riot and strike

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

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

PROVIDED THAT:

this Extension does not cover:

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

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

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

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

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

PROVIDED THAT:

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

BUSINESS ALL RISKS

DEFINED EVENTS

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

SPECIFIC EXCEPTIONS

The Company shall not be liable for:

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

SPECIFIC CONDITIONS

Average

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

Replacement value

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

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

PROVIDED THAT:

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

CLAUSES AND EXTENSIONS

First amount payable

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

Losses as a result of remote blocking

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

   PROVIDED THAT:

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

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

   PROVIDED THAT:

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

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

Increase in cost of working

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

Riot and strike

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

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

PROVIDED THAT:

this Extension does not cover:

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

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

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

ACCIDENTAL DAMAGE

DEFINED EVENT 1 – PROPERTY

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

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

DEFINITION (applicable to Defined Event 1)

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

SPECIFIC EXCEPTIONS (applicable to Defined Event 1)

The Company shall not be liable for:

1. any peril excluded or circumstance precluded from any other insurance available from the Company at inception hereof or for any first amount payable due by the Insured under such insurance, or for any reduction of the amount payable under any claim due to the application of Average;
2. more than the individual value of any item forming part of a pair, set or collection without regard to any special value such item may have as part of such pair, set or collection;
3. unexplained disappearance or shortage only revealed during or after an inventory, or errors or omissions in receipts, payments or accounting, or misfiling or misplacing of information;

4. loss of or damage to insured property caused by:

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

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

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

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

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

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

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

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

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

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

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

SPECIFIC CONDITIONS (applicable to Defined Event 1)

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

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

First loss average

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

Reinstatement value

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

PROVIDED THAT:

1. the work of replacement or reinstatement (which may be carried out on another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch otherwise no payment beyond the amount that would have been payable if this clause had not been incorporated in this Section shall be made;
2. the Company shall not be liable for any payment beyond the amount that would have been payable if this clause had not been incorporated in this Section, until expenditure has been incurred by the Insured in replacing or reinstating the lost or damaged insured property;

3. if, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the insured property had been lost or damaged exceeds the sum insured thereon on the occurrence of an insured event, the Insured shall be considered their own insurer for the difference and shall bear a rateable share of loss accordingly. Each item, if more than one, to which this Clause applies shall be separately subject to this Provision;
4. this Clause shall not apply if:

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

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

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

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

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

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

SPECIFIC CONDITIONS (applicable to Defined Event 3)

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

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

    2.2 the device must:

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

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

        2.2.3 have mechanical fault indication;

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

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

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

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

CLAUSES AND EXTENSIONS

Additional costs

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

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

PROVIDED THAT:

such costs do not include:

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

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

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

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

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

Mortgagees

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

PROVIDED THAT:

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

Railway and other subrogation

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

Restricted cover

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

Tenants

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

PROVIDED THAT:

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

COMBINED LIABILITY

(CLAIMS-MADE BASIS)

DEFINED EVENTS

All sums which the Insured shall become legally liable to pay, arising from any claim first made against the Insured and notified to the Company during the period of insurance, in respect of Bodily injury or loss of, or damage to Property, including costs and expenses, which arises in connection with the business of the Insured and in respect of an event after the Retroactive Date stated in the Schedule;

PROVIDED THAT:

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

Defence costs

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

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

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

MEMORANDUM

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

DEFINITIONS

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

Business	is as described in the Schedule and will also include: 1. the ownership, repair, maintenance or use of the Named Insured's premises; 2. the provision and management of canteen, social, sports and welfare organisations for the benefit of the Named Insured's employees; 3. the provision and management of security, fire, first aid and ambulance services; 4. private manual work, carried out with the consent of the Named Insured, for any director, partner, or senior official of the Named Insured by any employee
Bodily injury	death, injury, illness, or disease; and injury may also include nervous shock, mental anguish or mental illness
Employee	1. any person under a contract of employment or apprenticeship with the Named Insured; 2. any person under a contract of employment or apprenticeship with another employer, and who is hired to, or borrowed by the Insured;

Employee (cont.)	3. 3.1 any labour master or labour only sub-contractor or person supplied by any of them; 3.2 any self-employed person; 3.3 any person participating in any government, or otherwise authorised work experience, training, study, exchange, or similar scheme; 3.4 any voluntary persons; while engaged in work for the Named Insured in connection with the business.
Event	any one occurrence, or all occurrences of a series consequent upon, or attributable to, one originating cause including but not limited to one or more occurrences of Bodily injury or Personal injury or loss of or damage to Property, relating to the same fault in design, manufacture, instructions for use, packaging or labelling or attributable to the supply of the same product(s) showing the same defect or the same action or failure to act, and will be treated as one single occurrence, irrespective of the number of injured parties, actual claimants, potential or eligible claimants, and whether or not brought by class action or individually by the claimants concerned
First amount payable	the amount stated in the Schedule, which will be payable by the Insured for each event in respect of all damages, claimant's costs and expenses and Defence Costs (including investigation costs other than the company's own salary and other internal costs), before the Company will be liable to make any payment under this Section of the Policy
Insured	1. the first named party stated in the Schedule (hereinafter referred to as the 'Named Insured'); 2. at the request of the Named Insured: 2.1 any subsidiary company of the Named Insured declared to the Company; 2.2 any director, partner or employee of the Named Insured, while acting on behalf of or in the course and scope of their employment or engagement by the Named Insured; 2.3 any officer, member, or employee of the Named Insured's 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; 2.4 any director, partner, or senior official of the Named Insured in respect of private manual work carried out by any employee of the Insured for any such person, with the consent of the Named Insured; 2.5 any principal, in their capacity as such, for liability arising out of work performed for or on behalf of such principal by the Named Insured, in respect of liability for which the Named Insured would have been entitled to an indemnity under this Section of the Policy if the claim had been made against the Named Insured; 3. in the event of the death of the Named Insured, the personal representatives of the Named Insured in respect of liability incurred by the Named Insured
Limit of indemnity	the total liability of the Company for all amounts payable in accordance with the Defined Events, and will not exceed the amount stated in the Schedule. If an event gives rise to a claim or a series of claims which form the subject of an indemnity under more than one operative section of this Section of the Policy, the total amount of the Company's liability will at all times be limited to the greatest Limit of indemnity available under any one of the operative sections in this Section of the Policy affording indemnity for the claim or series of claims. The Limit of indemnity will be determined with reference to the Schedule, or such other limit as may apply by virtue of an endorsement to, or specific sub-limit set out in this Section of the Policy

Offshore work	embarkation onto a conveyance until disembarkation from such conveyance at the point of final departure for transport to and from an offshore installation or vessel, transit between or work on an offshore installation or vessel
Personal injury	Bodily injury, invasion of the right to privacy, discrimination, libel and slander, defamation of character, wrongful arrest, detention, imprisonment, eviction or wrongful accusation of shoplifting
Pollutants	any solid, liquid, gaseous or thermal irritants, smoke, vapour, soot, fumes, acids, alkalis, chemicals, waste or other substances or contaminants, bacteria, moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi), which actually or are alleged to adversely affect land, water, atmosphere, property, buildings, other structures or people, animals, plants, and all other living organisms, or the general environment
Pollution hazard	1. actual, alleged, or threatened: 1.1 ingestion, inhalation, absorption, release, escape, discharge, dispersal, seepage of, contact with, or exposure to Pollutants; 1.2 subsequent spread, migration, or movement of Pollutants following 1.1 above; 2. the costs of cleaning up, containing, treating, detoxifying, neutralising, removing, monitoring of, or testing for, Pollutants and their effects, whether or not these are performed by the Insured or third parties
Product	any goods (including packaging, containers, labelling, instructions or advice, provided in connection therewith): 1. sold, supplied or distributed by or on behalf of the Named Insured; 2. erected, repaired, serviced, altered, treated or installed by the Named Insured; in the course of the business, and which have left the care, custody or control of the Named Insured
Property	tangible property, except in Sub-Section 1 of this Section of the Policy where it includes rights of light, air, and water but, for the avoidance of doubt, will not include information (including electronically stored information), intellectual property, or intangible property rights of any kind, or any value therein
Pure financial loss	any pecuniary or economic loss or expense
Retroactive date	the date stated in the Schedule
System failure	malfunction or non-function of any mechanical and/or electronic system (whether or not the Insured's property) caused by: 1. the response of a Computer to any date or date change; or 2. the failure of a Computer to respond to any date or date change; or 3. any loss of damage to change or corruption in, data or software on a computer or computer system; or any computer virus, or hacking into or degradation of, or breach of security in, or denial of access to, a Computer, computer system, or website. Computer includes computer hardware, computer software, microchip, microprocessor, any electronic equipment, and any device that gives or receives electronic instructions or information

SUB-SECTION 1 – PUBLIC LIABILITY

This Sub-Section will indemnify the Insured in accordance with the Defined Events for:

1. Personal injury to any person;
2. loss of or damage to Property;
3. obstruction, loss of amenities, trespass, nuisance, or interference with any right of way, light, air, or water;

in respect of an event after the Retroactive date, occurring within the Geographical Limits defined below, and arising from any claim first made against the Insured and notified to the Company during the period of insurance.

The Company's total liability under this operative section of the Policy to pay all sums for which the Insured is legally liable, including claimant's costs and expenses relating to any claimant or number of claimants in respect of an event, and Defence Costs, will not exceed the Limit of indemnity stated in the Schedule.

However, where the Limit of indemnity states "in the annual aggregate", the Company's total liability for all claims arising in any one period of insurance will be limited to the stated amount irrespective of the number of events giving rise to such claims.

Geographical Limits

Will mean for the purposes of this Sub-Section:

1. the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Mozambique and Malawi;
2. elsewhere in the world excluding United States of America and/or Canada and/or their possessions or protectorates but only in connection with the Business carried on by the Insured at or from any premises situated in any of the countries specified in 1. above.

SPECIFIC EXCEPTIONS (applicable to Sub-Section 1)

The Company will not indemnify the Insured under this Sub-Section against liability:

1. for loss of or damage to Property belonging to, or in the Insured's care, custody, or control;
2. damage to Property being worked upon and arising out of such work;
3. arising from the ownership, possession, or use by or on the Insured's behalf or an Employee of the Insured of:

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

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

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

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

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

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

        PROVIDED THAT:

        the Insured is not entitled to an indemnity under any other policy;

4. arising from any Product, other than food or drink provided for consumption on the Insured's premises;
5. consequent upon injury or damage after the completion and handing over of any work and caused by or through or in connection with any defect or error or omission from such work.

CLAUSES AND EXTENSIONS (applicable to Sub-Section 1)

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

Automatic acquisitions

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

PROVIDED THAT:

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

Cross liability

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

PROVIDED THAT:

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

Damage to leased or rented premises

Notwithstanding Exception 1 to this Sub-Section, the indemnity provided under this Sub-Section will extend to include liability for accidental loss of or damage to premises (including fixtures or fittings) leased or hired by, or rented to the Insured under a written contract or agreement, but this Extension will not apply to liability:

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

Liability by agreement

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

Movement of motor vehicles

Notwithstanding the Exceptions applicable to Sub-Section 1 and anything else to the contrary in this Sub-Section of the Policy and risks insured under the Road Accident Fund Act 56 of 1996 (and/or as amended), this Sub-Section is extended to include liability arising through or in connection with the moving of any motor vehicle, trailer or caravan (not being the Insured's property) by any person being an Employee or acting on the Insured's behalf;

PROVIDED THAT:

such movement of motor vehicles, trailers or caravans is undertaken to facilitate the carrying on of the Business.

Security firms

Notwithstanding Specific Exception 3 (applicable to Sub-section 1 and 2), if in terms of a contract with a security firm engaged to protect the insured property or persons in the course of the Insured's business, the Insured becomes legally liable for the acts or omissions of the employees of the security firm in the course of their employment, then this Sub-Section includes such legal liability to the extent that indemnity would have been granted under Sub-Section 1, had the said employees been under a contract of service to the Insured and not the security firm, but not exceeding the Limit of indemnity stated in the Schedule.

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

Spread of fire

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

PROVIDED THAT:

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

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

Statutory legal defence costs

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

PROVIDED THAT:

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

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

Wrongful arrest and defamation

The Company will also pay for costs:

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

PROVIDED THAT:

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

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

SUB SECTION 2 – PRODUCTS LIABILITY AND DEFECTIVE WORKMANSHIP LIABILITY (if stated in the Schedule to be included)

PRODUCTS LIABILITY

The Company will indemnify the Insured in respect of Defined Events happening anywhere within the Geographical Limits as defined below, elsewhere than at premises occupied by the Insured, and caused by goods or products (including containers and labels) sold or supplied (including wrongful delivery and delivery of incorrect goods) by the Insured in connection with the Business.

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

Geographical limits (applicable to Products Liability only)

For the purposes of this Sub-Section:

1. the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Mozambique and Malawi or in connection with Offshore work within the Continental Shelf around those countries;
2. elsewhere in the world excluding United States of America and/or Canada and/or their possessions or protectorates but only in connection with the business carried on by the Insured at or from any premises situated in any of the countries specified in 1. above.

SPECIFIC EXCEPTIONS (applicable to Sub-Section 2 – Products Liability only)

Notwithstanding anything to the contrary contained within this Policy, the Company will not indemnify the Insured under this Sub-Section against liability:

1. for the cost of repair, alteration, recall or replacement of the goods or products (including containers and labels) causing injury or damage;
2. for the cost of demolition, breaking out, dismantling, delivery, rebuilding, supply and installation of the goods or products (including containers and labels) and any other property essential to such repair, alteration or replacement unless physically damaged by the goods or products;
3. 3.1 arising from defective or faulty design, formula, plan or specification, but if the Insured is a retailer this Specific Exception does not apply if the Insured's activities are wholly restricted to sales, distribution and/or marketing (including any marketing advisory service accompanying the products) of the product, and the Insured's activities do not include final preparation which means repackaging, packing, labeling, cleaning or provision of operating instructions prior to sale to the Insured's original customers, nor include any enhancement, amendment or alteration to the product;

   3.2 arising from inefficacy or failure to conform to specification, unless such inefficacy or failure is due to negligence in the following of such specification;

4. arising from goods or products intended to be installed and installed in, or intended to form part of and forming part of, an aircraft;
5. in respect of injury or damage happening in the United States of America or Canada caused by or through or in connection with any goods or products sold or supplied by or to the Insured, if such goods or products have, to the Insured's knowledge, been exported to the United States of America or Canada by or on the Insured's behalf.

CLAUSES AND EXTENSIONS (applicable to Sub-Section 2 – Products Liability only)

Subject to all the Terms, Exceptions, Conditions and Endorsements relating to this Sub-Section of the Policy, the Insured will be indemnified as below. The total of all payments made under these Extensions will be part of and not in addition to the Limit of indemnity and are also subject to the first amount payable as stated in the Schedule.

Automatic acquisitions

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

PROVIDED THAT:

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

DEFECTIVE WORKMANSHIP

The Company will indemnify the Insured in accordance with the Defined Events for:

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

SPECIFIC EXCEPTIONS (applicable to Sub-Section 2 – Defective Workmanship only)

Notwithstanding anything to the contrary contained within this Policy, the Company will not indemnify the Insured under this Sub-Section against liability:

1. for the cost of rectifying or recalling defective work;
2. arising from inefficacy of such work or because the work did not produce the result anticipated or claimed;
3. arising prior to the handing over of such work;
4. arising from defective design;
5. arising from any work on any aircraft or part thereof.

SPECIFIC EXCEPTIONS (applicable to all Sub-Sections)

In addition to the General Exceptions of this Policy, and notwithstanding anything to the contrary contained within the Policy, the Company will not be liable to indemnify the Insured under Sub-Section 1 and Sub-Section 2 of this Section against any liability:

1. Employee

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

2. Pollution

arising directly or indirectly from any Pollution hazard:

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

2.2 elsewhere in the world, other than in those countries or territories referred to in 2.1 above, except where the Pollution hazard results from a sudden, accidental, unexpected, and unintended, identifiable incident that takes place in its entirety at a specific identifiable time and place during the period of insurance;

PROVIDED THAT:

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

PROVIDED FURTHER THAT:

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

3. Contractual liability

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

This Exception will include any liability that:

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

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

3.3 attaches by virtue of any waiver of subrogation rights against third parties; or

3.4 arises by reason of personal injury to any employee of third parties, unless, once again, such liability would have attached to the Insured in the absence of the said contract or agreement.

4. Professional services

arising out of any act, error, or omission, in the provision for a fee of any advice, treatment, design services, instructions, or specification, but this Exception will not apply to first aid activities.

5. Efficacy

arising out of the failure of a Product, or any part thereof, to fulfil the purpose for which it was intended, or to perform as specified, warranted, or guaranteed; but this Exception will not apply to consequent Bodily Injury or loss of or damage to Property.

6. Recall

arising out of recalling, removing, repairing, replacing, reinstating, or the cost of, or reduction in value of, any Product, if such liability arises from any defect therein or the harmful nature or unsuitability thereof.

7. Fines, penalties and punitive damages

for fines, penalties, punitive damages, or exemplary damages.

8. Advertising

arising out of any form of defamation or from malicious falsehood:

8.1 made by, or at the direction of, the Insured, with knowledge of the falsity thereof; or

8.2 related to advertising, publishing, broadcasting, or telecasting activities, conducted by or on the Insured's behalf.

9. Toxic substances

arising directly or indirectly from the manufacture, supply, installation, storage, ownership, possession, handling, use, repair, removal, stripping, dismantling, or disposal, of lead, formaldehyde, or polychlorinated biphenyl, or other materials, which the Insured knows, or has reason to suspect, contains lead or formaldehyde or polychlorinated biphenyl.

10. System failure

associated with, or caused by, a System failure, if a System failure forms an identifiable element in the chain of events from which the liability arises, whether or not it is the proximate cause of the liability.

11. Pure financial loss

for Pure financial loss, unless such Pure financial loss is a direct result of Personal injury or loss of or damage to Property, for which indemnity is provided by this Section of the Policy.

12. Retroactive date

arising out of or relating to any Event which occurs prior to the Retroactive date.

13. Deliberate acts

arising out of Personal injury or loss of or damage to Property resulting from, whether directly or indirectly, a deliberate act or omission on the Insured's part or any of the Insured's Employees.

14. Jurisdiction

arising out of Personal injury or any loss of or damage to Property, in respect of judgments delivered or obtained in the first instance other than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and the Kingdom of Eswatini (formerly Swaziland).

15. Vibration/support

arising out of Personal injury or loss of or damage to Property resulting from, whether directly or indirectly the intentional removal of support of any Property.

SPECIFIC CONDITIONS (applicable to all Sub-Sections)

To the extent of any inconsistency between the General Conditions of this Policy and the Specific Conditions appearing below, the Specific Conditions will take precedent in respect of this Section of the Policy.

1. Observance of terms

The Insured will abide by and fulfil all Terms, Conditions and Endorsements of this Section in so far as they relate to anything to be done or complied with by the Insured. The truth of the statements, answers and information supplied in connection with this Section will be a condition precedent to any liability of the Company to indemnify the Insured.

2. Claims co-operation

It will be a condition precedent to liability that in respect of any circumstance notified to the Company or any claim itself, the Insured will:

2.1 provide the Company with such particulars and information as the Company may require, immediately on request;

2.2 forward to the Company any communication, court process or documentation, or any other documents received relating to such circumstance or claim immediately on receipt;

2.3 give the Company all information and assistance required as soon as practicable, and, where the Company has conduct of proceedings, within such time limits as are specified by the Company's legal representatives;

2.4 make no admission of liability, payment, offer or promise of payment, or agree to compromise or indemnify or waive any right of subrogation or recovery, without the express prior written consent of the Company.

3. Claims control

The Company will be entitled, at its own discretion, to take over and conduct in the Insured's name the defence or settlement of any claim, and prosecute at its own expense, and for its own benefit, any claims for indemnity or damages against any other persons.

4. Deductible

The First amount payable will be subject to the following provisions:

4.1 where the Company has incurred expenditure in the defence and/or settlement of any claim the First amount payable will be payable in whole or in part:

4.1.1 at any stage when in respect of a claim sums have been paid in respect of damages, claimant's expenses and/or defence costs and loss adjusting expenses; or

4.1.2 at the settlement or closure of any claim; or

4.1.3 where at its own discretion the Company so requires;

4.2 the Company may at its own discretion, or where it is statutorily obliged to do so, pay sums falling within the First amount payable to effect a settlement of any claim or potential claim, and, upon notification that such a payment has been made, the Insured will immediately reimburse the Company for the payment;

4.3 the terms of this Section, including without limitation those governing the Company's rights in relation to the conduct and defence of claims and the Insured's duties in the event of a claim, will not be affected or modified in any way by the existence or application of the First amount payable.

5. Discharge of liability

The Company may at any time, at its own discretion, pay to the Insured the Limit of indemnity under this Section, or any lesser sum(s) for which any claim(s) can be settled, and the Company, after the deduction of any sum(s) already paid in connection with such claim(s), will not be under further liability, except for the payment of defence costs and expenses already agreed and incurred;

PROVIDED THAT:

in the event of any claim(s) or series of claims resulting in a liability of the Insured's to pay in excess of the Limit of indemnity, the Company's liability by virtue of a judgment or settlement for such costs and expenses, will not exceed an amount being in the same proportion as the Limit of indemnity bears to the total payment made by or on the Insured's behalf in settlement of the claim(s).

6. Alteration of Risk

The Insured will give the Company immediate written notice of any alteration which materially affects the risk insured, and the Company will not be under any obligation to indemnify the Insured in respect of any claim(s):

6.1 until the Company has agreed in writing to accept the altered risk; and

6.2 the Insured has paid or agreed to pay any additional premium required by the Company.

7. Adjustments

Where the premium is calculated on the statements and estimates furnished by the Insured, it is a requirement that the Insured will:

7.1 keep an accurate record of all relevant particulars and at any reasonable time allow the Company to inspect such record;

7.2 within one month of the expiry of each period of insurance furnish to the Company such information as the Company requires for such expired period and the premium for such period will thereupon be adjusted by the Company and the difference be paid by, or allowed to, the Insured as the case may be subject to any agreed minimum premium.

8. Law

This Section is subject to and will be interpreted in accordance with the law of the Republic of South Africa.

9. Amendment

No amendment to this Section will be effective other than by way of a written endorsement issued and signed by the Company to the Policy.

10. Offset of premium

The Company will be entitled, at its own discretion, to deduct from sums due to be paid in respect of claims admitted by the Company under Sub-Sections 1 and 2 of the Section, any sums owed to the Company by the Insured in respect of premium(s) due under this Section.

11. Standard extended reporting period

If this Section of the Policy is not renewed or is cancelled then the Insured will have 31 (thirty one) days beyond the expiry date of the period of insurance in which to notify the Company of any formal claim and/or writ and/or other demand for compensation or court process received prior to the expiry date of this Section of the Policy for any event which happened after the Retroactive date and within the period of insurance.

12. Special extended reporting period option (to be exercised by the Insured in writing in the event of non-renewal).

At the Insured's option, which option must be exercised within 31 (thirty one) days of non-renewal of this Section of the Policy, and payment of the additional premium required by the Company within 31 (thirty one) days, in respect of the period within which any claim or circumstance that may give rise to a claim in terms of this Section of the Policy is to be reported in terms of General Condition 6. *Claims*, the Company agrees that notice given within 36 (thirty six) months (hereinafter referred to as the 'Special extended reporting period option') immediately following the expiry (non-renewal) of this Section will be regarded as having been reported on the last day preceding the expiry (non-renewal).

UMBRELLA LIABILITY (COMMERCIAL RISK)

1. OPERATIVE CLAUSE

1.1 The Insured is indemnified up to the Indemnity Limit against the legally enforceable consequences of causing Injury, Damage or Malice or providing Negligent Advice (all as defined in clause 2), in the course of carrying out the Business, but only in respect of resultant claims made by others for damages, costs, fees and expenses, and in accordance with the law and procedure anywhere in the world but not in respect of any judgment, award, or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part).

1.2 All costs reasonably and necessarily incurred in defending or settling such claims will also be paid by the Insurers, as will costs of legal or similar representation at any inquest or other official enquiry into any incident which the Insurers agree might give rise to a valid claim under this Policy.

2. DEFINITIONS

For the purpose of this Policy, wherever they appear, the words or terms below shall be interpreted as follows:

Injury	is death, injury, illness (mental or physical), disease, assault, false imprisonment or arrest of or to any person.
Damage	is loss of or damage to tangible property, conversion, trespass, nuisance or wrongful interference with the enjoyment of rights over tangible property.
Malice	is malicious legal proceedings, malicious falsehood, defamation, unfair competition or infringement of copyright, title, slogan or idea.
Negligent Advice	is incorrect or inadequate advice given in the promotion of the Insured's Products, but without expectation of any other reward.
The 'Business'	is defined in the Schedule, but also includes all organisations or functions operated for the benefit of the Insured's employees or visitors or for the protection or promotion of the Insured's activities.
Product	is any article after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by on or behalf of the Insured.

3. LIMIT OF INDEMNITY

The Insurers' total liability to pay compensation, damages and costs as detailed in Clause 1.2, during the period of this Policy will not exceed the amount shown in the Schedule:

3.1 in respect of the total of all claims arising out of or in connection with Products or Negligent Advice;

3.2 in respect of each and every other claim or series of claims arising out of one originating cause (subject always to Clause 5.7);

3.3 in the event of any one originating cause giving rise to a claim or series of claims which form the subject of indemnity by more than one of the Underlying Policies or Sections of that Policy the Indemnity Limit shown in the Schedule shall apply to each Underlying Policy or Sections of that Policy provided the Insurer’s total liability shall be limited to the greatest Indemnity Limit.

4. POLICY INTENTION

Within the limits of the Operative Clause this Policy provides indemnity in the following alternative circumstances:

4.1 Excess layer protection

Where the claim is prima facie covered by the terms of any of the policies listed as Scheduled Underlying Insurances, then this Policy operates only to the extent that the claim is not met by such Underlying Insurance solely because of the inadequacy of the Underlying Indemnity Limit.

4.2 Difference in condition protection

Where the claim is within the scope of the Operative Clause of any Scheduled Underlying Insurance, then this Policy operates only when such claim is rejected by the Underlying Insurers because of a policy Term, Condition or Exclusion.

4.3 Additional risk protection

Where the claim is outside the scope of the operative clause of any Scheduled Underlying Insurance, then this Policy operates within the limitations of its own Operative Clause.

This Clause 4 establishes the intention of this Policy, but does not modify, alter or extend the specified Terms, Conditions and Exclusions of this Policy, which remain paramount.

5. EXCESS LAYER PROTECTION

5.1 In respect of any claim which forms the subject of indemnity by any Scheduled Underlying Insurance, this Policy is declared to be subject to the same terms, conditions and exclusions as such Underlying Insurance and the Insurers of this Policy agree to follow the decision of the Underlying Insurer in interpreting such terms, conditions and exclusions.

5.2 Any decision of the Underlying Insurer to accept a claim on an 'ex gratia' or 'without prejudice' basis shall, however, not be binding on the Insurers of this Policy.

5.3 No action or decision of the Underlying Insurer which prejudices the rights of the Insurers in the conduct or settlement of any claim under this Policy shall be binding on the Insurers.

5.4 This Clause provides indemnity in respect of claims which are primarily indemnified, during the period of this Policy, by a Scheduled Underlying Insurance:

5.4.1 in excess of the Indemnity Limit stated to apply to the Scheduled Underlying Insurance, except where such limit has been reduced or exhausted by reason of claims, in which case this Policy pays in excess of the residual limit (if any);

5.4.2 for those costs defined in Clause 1.2 provided these are not recoverable from the Scheduled Underlying Insurance. In the event of the wording of the Scheduled Underlying Insurance contradicting and thereby legally amending this provision, the Insurers' maximum liability under this sub-clause shall be the same proportion of incurred costs as the settled claim bears to the respective Indemnity Limit.

5.5 Where the Indemnity Limit of the Scheduled Underlying Insurance is exhausted by reason of a claim which is also indemnified by this Policy, the Insurers will continue to follow the original decision of the Underlying Insurer in respect of that claim in accordance with Clause 5.1.

5.6 Where the Indemnity Limit of the Scheduled Underlying Insurance is exhausted by previous claims and as a consequence this Policy operates as a primary policy, in respect of any claims which would otherwise have been indemnified by the Scheduled Underlying Insurance, the Insurers will interpret this Policy as if the Underlying Insurance had still been in force.

5.7 Where the Scheduled Underlying Insurance states that generally or in respect of specified claims the Indemnity Limit is the aggregate of all indemnifiable claims occurring or made during the Underlying period of insurance, then the Indemnity Limit under this Policy is declared to be on an identical basis as the Scheduled Underlying Insurance.

5.8 Where the Insurers of a Scheduled Underlying Insurance decline to grant indemnity in respect of a claim on the grounds that either:

5.8.1 the loss did not occur;

5.8.2 the event did not occur;

5.8.3 or the claim was not made;

during the policy period (as the case may be) and as a consequence such claim falls to be indemnified by a policy effected prior to the relevant Scheduled Underlying Insurance, then such prior policy shall be treated as if it was a Scheduled Underlying Insurance. For the purpose of this Clause 5.8, the indemnity limit of the prior policy shall be deemed to be not less than the Indemnity Limit as stated in respect of the relevant Scheduled Underlying Insurance without allowance for reduction or exhaustion of such limit. In all other respects the provisions of this Clause 5 will apply.

5.9 Where the Insured in indemnified against a claim by a policy not listed as a Scheduled Underlying Insurance (other than in circumstances described in 5.8 above) then the Insurers may at their sole option (which must be exercised within a reasonable time) deem such policy to be Underlying Insurance, in which event the provisions of this Clause 5 will apply as far as possible.

6. DIFFERENCE IN CONDITIONS PROTECTION

6.1 Where a claim is indemnifiable by the operative clause of a Scheduled Underlying Insurance, but is then declared by the Underlying Insurer to be excluded by reason of a policy term, exclusion or condition, then this Policy will indemnify the Insured in accordance with this Policy's Operative Clause and Terms and Conditions.

6.2 Where a claim is not excluded by the operative clause of a Scheduled Underlying Insurance which has however been exhausted by reason of other claims and where, in the opinion of the Insurers of this Policy such claim would have been excluded by the Underlying Insurance by reason of a term, exclusion or condition, then the provisions of this Clause 6 will apply.

6.3 The Insurers will follow the provisions of the operative clause of the appropriate Scheduled Underlying Insurance in determining the basis on which the Insured is indemnified by this Clause of the Policy, being either:

6.3.1 in respect of Injury, Damage or Malice occurring or Negligent Advice given during the Period of this Policy (losses occurring); or

6.3.2 in respect of claims made against the Insured during the Period of this Policy following Injury, Damage, Malice or Negligent Advice (claims made).

6.4 Whilst the basis of cover will follow the provisions of the operative clause of the Scheduled Underlying Insurance as detailed in Clause 6.3, the interpretation of these provisions will be the decision of the Insurers and not the Underlying Insurers. If the Scheduled Underlying Insurance is on a claims-made basis, then the Insurers of this Policy will deal with any claims arising out of an event or circumstance first notified by the Insured to the Insurers during the Period of this Policy as if the claims had been made during the Period of this Policy even if the Scheduled Underlying Insurance contains no similar provision.

6.5 If the Underlying Insurer repudiates a claim on the basis of an exclusion relating to the failure of a product to perform as specified, warranted or guaranteed, or to fulfill its intended purpose and such Underlying Insurance is on a losses-occurring basis and the circumstances of the claim are such that the Insured or the Insurers cannot mutually agree when the loss occurred, then the Insurers of this Policy will deal with the claim on the basis that the loss occurred when the claimant first notified the Insured of a circumstance or an event which subsequently gave rise to an indemnifiable claim.

6.6 Generally, this Clause 6 does not provide indemnity where a claim is excluded by the wording of the operative clause of the Scheduled Underlying Insurance. There are, however, two specific exceptions to this rule, being where a claim is excluded by the Scheduled Underlying Insurance:

6.6.1 solely on the grounds that the Injury or damage was not accidental by nature, or did not arise out of an accident;

6.6.2 solely on the grounds that temporary loss of use of property or reduction in value of property did not constitute 'damage' within the terms of the operative clause of the Scheduled Underlying Insurance. subject always to the provisions of Exclusions 12.5 and 12.9.

7. ADDITIONAL RISKS PROTECTION

7.1 This Clause will indemnify the Insured in respect of any claim which is not the subject of indemnity by any other policy of insurance, is not indemnified (either in whole or in part) by Clauses 5 or 6 of this Policy and which forms the subject of indemnity by the Operative Clause.

7.2 The indemnity granted by this Clause 7 is limited to claims made against the Insured during the Period of this Policy, or events or circumstances notified by the Insured to the Insurers during such Period which subsequently give rise to claims being made.

7.3 The Indemnity Limit of this Policy in respect of cover granted by this Clause 7 is limited to the aggregate of all claims made during the Period of this Policy, or events or circumstances notified by the Insured to the Insurers during such Period which subsequently give rise to claims being made.

7.4 No indemnity is provided by this Clause where the Insurers of a Scheduled Underlying Insurance decline to grant indemnity in respect of a claim on the grounds that the Injury, Damage, Malice, Negligent Advice or event did not occur or the claim was not made, during the policy period (as the case may be).

8. INDEMNITY TO OTHERS

The indemnity granted shall extend at the Insured's option and subject to the Insurers' consent which consent shall not be unreasonably withheld, to:

8.1 directors, partners or employees of the Insured in that capacity or in their private capacity arising out of any temporary engagement (undertaken with the Insured's consent) of the Insured's employees;

8.2 any person or party to the extent that any contract entered into by the Insured requires that such indemnity is given;

8.3 the personal representatives of any person or party indemnified;

PROVIDED THAT:

all such persons or parties shall observe, fulfill and be subject to the Terms, Exclusions and Conditions of this Policy.

9. CROSS LIABILITIES

The Insured and persons or parties indemnified by Clause 8 are separately indemnified in respect of claims made by one against the other, subject to the Insurers' total liability not exceeding the Indemnity Limit.

10. CLAUSE 5 EXCLUSION

10.1 No indemnity is granted by Clause 5 for any sub- limited cover that falls below the main underlying limit as stated in the Schedule.

10.2 No indemnity is granted by Clause 5 for Care, Custody and Control regardless of the underlying limit of indemnity provided for this cover.

11. CLAUSE 6 & 7 EXCLUSIONS

No indemnity is granted by Clauses 6 and 7 in respect of liability for or arising out of:

***11.1 Aircraft or watercraft**

the ownership, hire purchase or leasing of any aircraft, watercraft or hovercraft (other than watercraft not exceeding 15,25 metres in length and then only whilst on inland waterways) by or on behalf of the Insured;

***11.2 Ship and aviation repairs**

the repair, maintenance, refueling or defueling of any aircraft, watercraft or hovercraft undertaken by or on behalf of the Insured as a revenue-producing activity;

11.3 Directors and officers liability and professional indemnity

acts, errors or omissions of the directors or officers of the Insured when acting in their capacity as such, or in the provision by the Insured of professional services which shall include advice given, any action taken or work done by the Insured when carrying on their functions in any capacity involving special skill or knowledge in their calling, or the failure to discharge any obligations pursuant thereto. This exclusion does not apply to the provision of Negligent Advice (as defined);

11.4 Environmental impairment

seepage, pollution or contamination being the natural consequence of the operation or existence of the Business;

11.5 "Step-Down" Deductible

the amount of the Deductible stated in the Schedule in respect of each and every claim, or series of claims arising from one originating cause;

11.6 Property

damage to property owned, leased or hired by or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control other than premises (or the contents thereof) temporarily occupied by the Insured for work therein, or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to the property on which the Insured is working and which arises out of such work).

*Exclusions 11.1 and 11.2 do not apply to liability for death, injury, illness or disease of or to employees of the Insured arising out of such employment, subject to Policy Exclusion 11.12.

12. POLICY EXCLUSIONS

No indemnity is granted by this Policy against liability:

12.1 Punitive and exemplary damages

to pay awards or damages of a punitive or exemplary nature;

12.2 Pollution

arising out of:

12.2.1 seepage, pollution or contamination provided always that this Exclusion shall not apply where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening;

12.2.2 the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening.

Nothing herein shall be construed as extending this Insurance to indemnify the Insured for any liability which would not have been covered under this Insurance in the absence of this Exclusion 12.2;

12.3 Retroactive date

for any Injury, Damage or Malice, or for the provision of Negligent Advice which occurs prior to the Retroactive Date which is applicable to the Underlying Insurance or as stated in the Schedule, whichever is the latter.

For purposes of this Exclusion, where any Injury or Damage resulting from continuous or continual inhalation, ingestion, absorption or application of any substance or condition and where the Insured and the Insurers cannot mutually agree when the Injury or Damage occurred, then:

12.3.1 Injury shall be deemed to have occurred when the claimant first obtained medical advice or treatment for the Injury, whether or not the Injury was correctly diagnosed at the time;

12.3.2 Damage shall be deemed to have occurred when the claimant first became aware of the existence of the Damage;

12.4 Known events

arising out of any circumstance, matter or thing which the Insured may reasonably be expected to suppose may give rise to a claim against the Insured and known by the Insured to have occurred prior to the inception of this Policy;

12.5 Deliberate acts

arising out of any deliberate or intentional failure of the Insured's management to take reasonable precautions to prevent Injury, Damage or Malice occurring or Negligent Advice being given;

12.6 Employee benefits

for any benefits for which the Insured is liable under any relevant workmen's compensation, unemployment compensation or disability benefits law and/or similar law and/or scheme unless the Insured has assumed such liability (which would not otherwise have attached) by agreement with a third party;

12.7 Motor

which is the subject of statutory or similar legislation controlling the use of motor vehicles or trailers and in respect of which liability:

12.7.1 the Insured is compelled to effect insurance or otherwise to furnish security; or

12.7.2 the State or other Governmental Authority has accepted responsibility;

12.8 Product replacement

for the costs necessary to repair, replace, recondition or modify any Product or part thereof and/or for the loss of use of any Product or part thereof;

12.9 Product recall

arising out of the recall of any Product or part thereof;

12.10 Performance guarantees

arising out of performance warranties or guarantees, or clauses stipulating liquidated damages or penalties, except to the extent that it is proved that such liability would have existed in the absence of any contractual provision;

12.11 Pure financial loss

arising out of pure economic loss where no bodily injury or physical damage had occurred;

12.12 Product inefficacy

arising out of a Product's failure to perform as specified, warranted or guaranteed and to fulfill its intended function;

12.13 Gradually operating causes

for personal Injury caused or contributed to by prolonged exposure to substances, factors or circumstances peculiar to any particular employment or occupation. This Exclusion is applicable to Employer's Liability only;

12.14 Total asbestos exclusion

it is hereby understood and agreed that this contract shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity provided that the loss or losses are caused or contributed to by the hazardous nature of asbestos;

12.15 Motor balance of third party

for Motor Balance of Third Party liability unless such liability is in excess of the Scheduled Underlying Insurance and is indemnifiable thereby;

12.16 Unfair labour practice

for any unfair labour practice including but not limited to unfair dismissal within the meaning of the Labour Relations Act No. 28 of 1956 as amended, or any Act passed in substitution therefor;

12.17 Nuclear risks

12.17.1 for loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom;

12.17.2 any consequential loss of whatsoever nature;

directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

For the purposes of the Exclusion only combustion shall include any self-sustaining process of nuclear fission.

The indemnity provided by this Policy shall not apply to nor include any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

If the Insurer can demonstrate that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect;

12.18 Compulsory insurance

arising out of any circumstance compulsorily insurable by legislation;

12.19 Unlawful competition

for any Claim or Claims whether actual or alleged howsoever arising in connection with or based upon or arising from or in any way involving actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities or as may otherwise arise from or be based upon or relate to any breach of a provision of the Competition Act No. 89 of 1998 as amended or any similar provision, act or regulation as may be in force in any jurisdiction or country in which the Insured's liability arose;

12.20 Motor compulsory insurance

in respect of any compensation payable by the Scheduled Underlying Motor Liability insurance in respect of liability for death of or bodily Injury to persons being carried in or upon or getting into or alighting from a vehicle, no indemnity is granted by this policy against liability for Injury which:

12.20.1 is the subject of legislation enacted for the purpose of providing compensation for loss or damage wrongfully caused by the driving of a motor vehicle; or

12.20.2 is the subject of legislation controlling the use of motor vehicles or trailers and in respect of which liability:

a) the Insured is compelled to effect insurance or otherwise furnish security; or

b) the State or other governmental authority has accepted responsibility; or

12.20.3 is suffered as a result of an emotional shock by a person other than an injured party on witnessing, observing or being informed of the Injury of another person as a result of the driving of a motor vehicle.

This exclusion shall apply notwithstanding that no insurance under such legislation is in force or has been effected, or that compensation is not paid for any reason whatsoever.

13. POLICY CONDITIONS

13.1 Law and jurisdiction

Any dispute between the Insured and the Insurers in connection with or arising out of the Policy shall be decided exclusively in accordance with the law of the Republic of South Africa and exclusively by a competent court of the Supreme Court of South Africa.

The Insured undertakes that they will not institute any action against the Insurers nor bring joinder proceedings against the Insurers in the Court of any country other than the Republic of South Africa.

13.2 Premium

Unless otherwise stated, the Premium shown in the Schedule is a fixed annual premium but if it is a provisional premium based on estimates made and provided by the Insured, the Insured undertakes to keep an accurate and proper record of matters relevant to the calculation of premium and shall, within a reasonable time following the expiry of each period of insurance, provide the Insurers with a proper and correct statement so that the premium for that period shall be calculated and the difference paid by or allowed to the Insured as the case may be (subject to any minimum premium that may have been agreed).

13.3 Inspect and audit

The Insurers shall be permitted but not obliged to inspect the Insured's property and operations at any time. Neither the Insurers' rights to make inspection nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property or operations are safe, or healthy, or are in compliance with any law, rule or regulation.

The Insurers may examine and audit the Insured's books and records at any time as far as they are relevant to this Policy or any underlying policy.

13.4 Insured's obligation to report to Insurers

The Insured shall, immediately they become aware of any of the following, give notice thereof in writing to the Insurers:

13.4.1 any and all claims made against the Insured;

13.4.2 any circumstance or any other matter or thing which might give rise to a claim by the Insured under this Policy.

The Insurers shall upon receipt of written notice from the Insured in terms of either of the aforegoing provisions be entitled to investigate all and any matters which in the absolute discretion of the Insurers are relevant to the aforegoing, and the Insured shall do all things necessary and comply with Condition 13.3 to enable the Insurers to investigate as aforesaid.

Inadvertent failure to comply with this Condition because the Insured could not reasonably have anticipated that the event would give rise to a claim under this Policy will not be construed as a breach of this Condition.

13.5 Assistance and co-operation of the Insured

The Insurers shall be entitled but not obliged to assume control of the settlement or defence of any claim made or suit brought or proceedings instituted against the Insured.

The Insurers shall have the right and shall be given the opportunity to associate with the Insured or their underlying Insurer, or both, in the defence of any control of any claim, suit or proceeding which involves the Insurers or within the Underlying Indemnity Limit, in which event the Insured, such Underlying Insurers and the Insurers shall cooperate in all things in the defence of such claim, suit or proceeding and the Insured shall make available to the Insurers such information and afford access to such records as the Insurers may require.

The Insured shall enforce all rights of contribution and indemnity against any person or organisation who may be liable to the Insured in respect of any occurrence which has given rise to liability of the Insured and which is the subject of a claim for indemnity in terms of this Policy.

13.6 Appeals

In the event of the Insured or their Underlying Insurer electing not to appeal against a judgment in excess of the underlying limits, the Insurers may elect to make such appeal at their own cost and expense, and shall be liable for the taxable costs and disbursements and interests on judgment incidental thereto, as are incurred as a result of such election, but in no event shall the liability of the Insurers exceed the amount applicable to any one occurrence. If the Insurers shall make such an appeal the Insured shall themselves, and shall procure that their underlying Insurers, make available to the Insurers all such evidence and materials as the Insurers may require.

The Insured shall do all things necessary to enable the Insurers to act in accordance with this Condition.

13.7 Claim payable

Indemnity will not be provided under Clause 5 until the relevant Underlying Insurers have agreed to pay the underlying indemnity limit as defined in 5.4.1.

13.8 Bankruptcy or insolvency

In the event of bankruptcy, insolvency or sequestration of the estate of the Insured, whether voluntary or involuntary, or upon takeover of the Insured's business by any Court Official, Trustee or Liquidator, acting or appointed for this purpose, this Policy shall thereupon terminate without the necessity of the Insurers giving notice of such cancellation. In the event of such termination the Insurer will refund such Court Official, Trustee or Liquidator the unearned premium or pro-rata thereon whichever is the lesser.

13.9 Underlying insurances

The Indemnity granted by this Policy is conditional upon the Underlying Insurances remaining in force throughout the Period of Insurance for the indemnity limits stated on the Schedule of underlying insurances attached to this Policy (other than where reduced or exhausted by claims).

13.10 Other insurance

If the Insured has effected insurance for the purpose of providing indemnity other than a policy specifically to provide indemnity in excess of this Policy, the insurance afforded by this Policy shall not contribute with such other insurance. The Provisions of this Condition shall apply notwithstanding that the aforesaid policy be voidable or that the Insurer be entitled to avoid liability for an occurrence which has given rise to a claim under such other policy.

13.11 Subrogation

No admission, offer or payment which results in a claim under this Policy may be made or given by or on behalf of the Insured or the Insurers of any Scheduled underlying Insurance Policy without the written consent of the Insurers. The Insured will take all reasonable steps to ensure that the underlying Insurers will co-operate with the Insurers in the defence and settlement of any claim which is indemnifiable both by a Scheduled underlying insurance policy and this Policy, and in the exercise of any subrogation rights. The costs incurred in exercising such rights and any amounts recovered shall be apportioned to each party according to the sums paid or payable under the respective policies.

13.12 Changes

Notice to or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy nor stop the Insurers from asserting any rights under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy, signed by an authorised representative of the Insurers.

13.13 Assignment

Assignment of interest under this Policy shall not bind the Insurers until their consent is endorsed hereon.

13.14 Cancellation

Insurer

This policy may be cancelled by the Insurers by the giving of 31 (thirty one) days' written notice of such cancellation.

Insured

This policy may be cancelled by the Insured by giving immediate notice of such cancellation;

PROVIDED THAT:

the Insurers have not been notified of any claim under the policy or any circumstance, matter or thing which may give rise to such a claim there shall be a pro rata refund premium subject to the terms of Condition 13.2.

13.15 Currency

Indemnity payments for Damages, costs, fees and expenses shall be made in the currency where the claim against the Insured arose.

13.16 Due observance

The due observance and fulfillment of all Provisions in this Policy that require anything to be done or complied with by the Insured is precedent to any liability of the Insurers in respect of any occurrence for which the Insured makes a claim under this Policy.

13.17 Fraudulent claims

If any claim under this Policy is in any respect fraudulent, the benefit afforded under this Policy in respect of such claim shall be forfeited.

13.18 The privacy of your personal information

The Insurer cares about the privacy, security and online safety of the Insured's personal information and the Insurer takes their responsibility to protect this information very seriously. Below is a summary of how the Insurer deals with the Insured's personal information. For a more detailed explanation, please read the Insurer's official Privacy Notice on their website.

Processing the Insured's personal information:

The Insurer has to collect and process some of the Insured's personal information in order to provide products and services, and also as required by insurance, tax and other legislation.

Sharing the Insured's personal information:

The Insurer will share the Insured's personal information with other Insurers, industry bodies, credit agencies and service providers. This includes information about the Insured's insurance, claims and premium payments. The Insurer does this to assess claims, prevent fraud and to conduct surveys.

Accessing the Insured's medical information:

The Insurer may ask the Insured to undergo any necessary medical testing, blood testing and examinations. The Insured may also ask the Insured to send any medical information needed to accurately assess the risk and/or claims.

Protecting the Insured's personal information:

The Insurer takes every reasonable precaution to protect the Insured's personal information (including information about the Insured's activities) from theft, unauthorised access and disruption of services.

Receiving marketing from the Insurer:

Please contact the Insurer to change any marketing preferences. Remember that even if it is chosen not to receive marketing from the Insurer, communications about this product will still be sent.

EMPLOYER'S LIABILITY

(CLAIMS-MADE BASIS)

DEFINED EVENTS

Damages which the Insured shall become legally liable to pay consequent upon death of or bodily injury to or illness of any person employed under a contract of service or apprenticeship with the Insured, which occurred in the course of and in connection with such person's employment by the Insured within the Territorial limits and on or after the retroactive date shown in the Schedule, and which results in a claim or claims first being made against the Insured in writing during the period of insurance.

LIMIT OF INDEMNITY

The amount payable, inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants, and all other costs and expenses incurred with the Company's consent for any one event or series of events with one original cause or source, shall not exceed the limit of indemnity stated in the Schedule.

TERRITORIAL LIMITS

Worldwide (excluding the USA and Canada operations), but not in connection with:

1. any business carried on by the Insured at or from premises outside;
2. any contract for the performance of work outside;

the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi and Mozambique.

SPECIFIC EXCEPTIONS

This Section does not cover:

1. liability assumed by the Insured under any contract, undertaking or agreement where such liability would not have attached to the Insured in the absence of such contract, undertaking or agreement;
2. liability for disease or impairment attributable to a gradually operating cause which does not arise from a sudden and identifiable accident or event;
3. fines, penalties, punitive, exemplary or vindictive damages;
4. 4.1 damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and the Kingdom of Eswatini (formerly Swaziland);
   4.2 costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the area described in 4.1 above;
5. any claim arising from an event known to the Insured:
   5.1 which is not reported to the Company in terms of General Condition 6. *Claims*;
   5.2 prior to inception of this Section;
6. any claim (in the event of cancellation or non-renewal of this Section) not first made in writing against the Insured within the 48 (forty eight) month period (or extended period in respect of minors) as specified in Specific Condition 2.

SPECIFIC CONDITIONS

1. Any claim first made in writing against the Insured as a result of a defined event reported in terms of General Condition 6. *Claims* (hereinafter termed 'reported event') shall be treated as if it had first been made against the Insured on the same day that the Insured reported the event to the Company.

2. In the event of cancellation or non-renewal of the Policy:

   2.1 any claim resulting from a reported event, first made in writing against the Insured during the 48 (forty eight) months immediately following cancellation or non-renewal shall be treated as having been made against the Insured on the same day that the Insured reported the event. If the claimant is a minor, the period of 48 (forty eight) months will be extended until the expiry of 12 (twelve) months after the attainment of majority by the claimant;

   2.2 the Insured may report an event in terms of General Condition 6. *Claims* to the Company for up to 15 (fifteen) days after cancellation or non-renewal;

   PROVIDED THAT:

   1. such event occurred during the period of insurance;
   2. any subsequent claim first made in writing against the Insured as a result of such event shall be treated as if it had first been made on the last day preceding cancellation or non-renewal and is subject to the 48 (forty eight) month period specified in 2.1 above.

3. Any series of claims made against the Insured by one or more than one claimant during any period of insurance consequent upon one event or series of events with one original cause or source shall be treated as if they all had first been made against the Insured:

   3.1 on the date that the event was reported by the Insured in terms of General Condition 6. *Claims*; or

   3.2 if the Insured was not aware of any event which could have given rise to a claim, on the date that the first claim of the series was first made in writing against the Insured.

EXTENSION

Principals

Where a principal and the Insured are liable for the same damages and where any contract or agreement between a principal and the Insured so requires, the Company will, notwithstanding the aforementioned Specific Exception 1 above, indemnify the principal in like manner to the Insured but only so far as concerns the liability of the principal to an employee as aforementioned for death or bodily injury to or illness of such person resulting from the negligence of the Insured or the Insured's employees;

PROVIDED THAT:

1. in the event of a claim in terms of this Extension, the Insured shall endeavor to arrange with the principal for the conduct and control of all claims to be vested in the Company;
2. the principal shall, as though he were the Insured, fulfill and be subject to the Terms, Exceptions and Conditions (both General and Specific) of this Policy in so far as they can apply;
3. the liability of the Company is not hereby increased.

OPTIONAL EXTENSION (if stated in the Schedule to be included)

Extended reporting

At the option of the Insured and subject to payment of an additional premium to be determined and subject to all the Terms, Exceptions and Conditions of this Section, the Company agrees to extend the period during which the Insured may report an event in terms of General Condition 6. *Claims* for a period to be agreed, but in no circumstances exceeding 36 (thirty six) months (hereinafter referred to an 'Extended reporting period');

PROVIDED THAT:

1. this option may only be exercised in the event of the Company cancelling or refusing to renew this Section;
2. this option must be exercised by the Insured in writing within 31 (thirty one) days of cancellation or non-renewal;
3. once exercised, the option cannot be cancelled by either the Insured or the Company;
4. the Insured has not obtained insurance equal in scope and cover to this Section as expiring;

5. the Company shall only be liable for a defined event which occurred after the retroactive date but prior to date of cancellation or non-renewal;
6. claims first made against the Insured or any reported events by the Insured during the Extended reporting period shall be treated as if they were first made or reported on the last day preceding the cancellation or non-renewal;
7. the total amount payable by the Company for claims made or reported events during the Extended reporting period shall not have the effect of increasing the limit of indemnity applicable as on the last day preceding the cancellation or non-renewal;
8. any claim made, following a reported event during the Extended reporting period, which is first made against the Insured in writing more than 48 (forty eight) months after the last day preceding cancellation or non-renewal, shall not be subject to indemnification by this Extension. If the claimant is a minor, the period of 48 (forty eight) months is extended until the expiry of 12 (twelve) months after the attainment of majority by the claimant.

MEMORANDUM

In respect of this Section only General Exception 1. *War, riot and terrorism* is deleted and replaced by the following:

"This Section does not cover death, injury, illness or liability directly or indirectly caused by, related to, or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power".

DIRECTORS' AND OFFICERS' LIABILITY

(CLAIMS-MADE BASIS)

DEFINED EVENTS

Damages which the Insured shall become legally liable to pay consequent upon injury, damage or loss which occurred in the course of or in connection with the business within the Territorial Limits and on or after the Retroactive Date shown in the Schedule, and which results in a claim or claims first being made against the Insured in writing during the period of insurance;

PROVIDED THAT:

the Company shall not be responsible to pay for in respect of any judgment, award, payment or settlement made within countries which operate under the laws of the United States of America and/or Canada or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part, in respect of:

1. Director's Personal Liability

claims first made against a director jointly and/or severally, during the period of insurance, for which the director will become legally liable to pay damages, as a result of a wrongful act;

2. Company reimbursement

claims first made against a director, during the period of insurance, for which the director is legally liable to pay damages, as a result of a wrongful act and where the Insured has indemnified the director;

3. Defence costs

Claimant's costs and expenses and defence costs, incurred during the period of insurance with the Company's prior written consent, in respect of any claim which is the subject of an indemnity provided by either Insuring Agreement 1 or 2 above;

PROVIDED THAT:

1. the Insured's total liability in respect of any one claim for all amounts payable in accordance with the Insuring Agreements and the Extensions, inclusive of claimant's costs and expenses, defence costs and any other amounts payable by the Company under this Section of the Policy will not exceed the Limit of Indemnity stated in the Schedule during the period of insurance;
2. the renewal of this insurance from period to period or any extension of any period of insurance will not have the effect of accumulating or increasing the liability of the Company beyond the Limit of Indemnity stated in the Schedule;
3. the Company is under no obligation to provide an indemnity unless the wrongful act first takes place on or after the Retroactive Date stated in the Schedule.

DEFINITIONS

Companies Act	the Companies Act No. 71 of 2008, as amended
Claim	a written demand or a civil, regulatory or arbitration proceeding seeking compensation for damages for an alleged or actual wrongful act
Defence costs	the reasonable costs and expenses incurred with the Company's prior written consent in connection with the investigation, defence, settlement or appeal of a claim. Defence costs do not include remuneration, cost of time or costs or overheads of the Insured or any director. Defence costs may include the reasonable fees, costs and expenses of an accredited expert retained through defence counsel approved by the Company, to prepare an evaluation, report, assessment, diagnosis or rebuttal of evidence in connection with the assessment or defence of a claim

Director	Any natural person, who will, for purposes of this Section of the Policy, be deemed to be the Insured, and who is: 1. a director, former director or alternate director including: 1.1. the spouse of a director (whether that status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) as a result of their status as the spouse of that director, including any claim that seeks damages recoverable from the marital community property or property jointly held by the director and the spouse; PROVIDED THAT: this Extension will not afford cover for any claim for any wrongful act of the spouse and this Extension applies only to a wrongful act committed by a director; 1.2. the executor, heirs or legal representatives of a director who has died, or the lawfully appointed legal representatives of a director who has been declared incompetent, insolvent or liquidated, to the extent that in the absence of such death, incompetence, insolvency or liquidation, such a claim against the director concerned would have been covered under this Section of the Policy; 2. a prescribed officer as defined in the Companies Act, including the company secretary; 3. an employee in a managerial or supervisory capacity; 4. a member of a committee of the board including the audit committee and who is acting in such capacity for the Insured
Employment practice violation	1. any actual or alleged unfair or wrongful dismissal, discharge or termination, either actual or constructive, of employment, including breach of an implied contract; 2. employment-related misrepresentation; 3. wrongful failure to employ or promote, wrongful deprivation of career opportunities, or wrongful discipline; failure to furnish accurate job references; failure to grant tenure; negligent employee evaluation; sexual or workplace or racial or disability harassment of any kind (including the alleged creation of a harassing workplace environment); 4. unlawful discrimination, whether direct, indirect, intentional or unintentional; failure to provide adequate employee policies and procedures; 5. retaliation (including lockouts); 6. any other basis for a claim pursuant to the Basic Conditions of Employment Act 1998 or the Labour Relations Act No 66 of 1995 or equivalent legislation found in other jurisdictions; PROVIDED THAT: the foregoing act, error, omissions or basis relates to the employment or prospective employment of any past, present, future or prospective employee of the Insured
Limit of indemnity	the maximum amount of the Company's liability in respect of any one claim under this Section of the Policy, as stated in the Schedule. Any claim or claims arising out of, based upon or attributable to: 1. the same cause; 2. a single wrongful act; 3. a series of continuous, repeated or related wrongful acts; will be considered a single claim for purposes of this Section of the Policy

Official body	any regulatory authority or commission, government body or official trade body, empowered to investigate the Insured's affairs and business
Pollutant	any solid, liquid, gaseous, or thermal irritants, smoke, vapour, soot, fumes, acids, alkalis, chemicals, waste, or other substances or contaminants, bacteria, moulds or other fungi (including but not limited to mildew or mycrotoxins or spores or any other substance or product produced or released by moulds or fungi), which actually or are alleged to adversely affect land, water, atmosphere, property, buildings, other structures, or people, animals, plants, and all other living organisms, or the general environment
Reckless trading	the carrying on of a business in a reckless manner, with gross negligence, with the intent to defraud any person, for any fraudulent purpose, or trading under insolvent circumstances as set out in the Companies Act
Regulatory investigation hearing	any formal or official investigation, inquiry or hearing by any official body into the affairs and conduct of a director, in the capacity as such, and which investigation, inquiry or hearing identifies the director in writing as a target, or the subject matter of such investigation, inquiry or hearing, and which requires the director concerned to attend the investigation, inquiry or hearing
Subsidiary	any company which the Insured or a subsidiary controls through: 1. holding a majority of voting rights; 2. the right to appoint or remove a majority of its board of directors; 3. controlling alone, or pursuant to a written agreement with other shareholders or members, a majority of the voting rights therein. In respect of any subsidiary, cover provided by this Section of the Policy for any wrongful act will cease as of the effective date of the sale or dissolution of that subsidiary
Transaction	any one or a combination of the following events: 1. the Insured consolidates with or merge into, or sell all or a greater part of the Insured's assets or undertaking to, any other person or entity or group of persons or entities acting in concert; 2. any person or entity or group of persons or entities acting in concert (other than a subsidiary) becomes entitled to exercise more than 50% (fifty percent) of the rights to vote at the Insured's general meetings or to control the appointment of directors who are able to exercise a majority of votes at meetings of the Insured's board
United States of America and/or Canada	the United States of America and/or Canada and/or their respective possessions or protectorates and/or any country which operate under the laws of the United States of America or Canada
The Insured	the company named in the Schedule and any subsidiary of that company
Wrongful act	any actual or alleged wrongful breach of trust, breach of duty, error, omission, misstatement, misleading statement, or other wrongful act or omission by a director acting solely in such capacity and which unexpectedly or unintentionally results in a liability under this Section of the Policy, including any employment practice violation

TERRITORIAL LIMITS

Anywhere in the world but not in connection with:

1. any business carried on by the Insured at or from premises outside;
2. any contract for the performance of work outside;

the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zimbabwe, Mozambique and Malawi.

LIMIT OF INDEMNITY

The amount payable, inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants and all other costs and expenses incurred with the Company's consent for any one event or series of events with one originating cause or source, shall not exceed the Limit of Indemnity stated in the Schedule.

In the event of any one originating cause giving rise to a claim or series of claims which form the subject of indemnity by more than one extension of this Section, each Extension shall apply separately and be subject to its own separate Limit of Indemnity;

PROVIDED THAT:

the Company's liability shall be limited to the highest Limit of Indemnity available under any one of the Extensions affording indemnity for the claim or series of claims.

Where more than one period of insurance of this Section of the Policy, following its renewal or replacement may apply to an originating cause or sources, the Company's liability will be limited to the maximum Limit of Indemnity for any one such period of insurance.

SPECIFIC EXCEPTIONS

The Company shall not indemnify the Insured in respect of:

1. Illegal/improper conduct

arising out of, based upon or attributable to:

1.1 the gaining of any personal profit, reward, advantage or receiving of any remuneration to which a director was not legally entitled;

1.2 any criminal act other than costs as provided for in Extension 4;

1.3 any matter or allegation that a director improperly benefited from any transaction relating to shares, stock or debentures as a result of information that was not readily available to other sellers or purchasers of such shares, stock or debentures;

1.4 any matter or allegation involving dealings by which it is sought to affect the price of shares, stock or debentures, any goods or services or currency or negotiable instrument, other than dealings carried out in accordance with all applicable laws and regulations pertaining to such dealings;

1.5 any matter which is deemed to be uninsurable under any law applicable to this Section of the Policy.

For the purpose of determining the applicability of this Exception, the information or knowledge possessed by any director will not be imputed to any other director.

2. Property damage and bodily injury

in respect of injury and damage, sickness, disease, death or emotional distress, or damage to, destruction, impairment or loss of use of any property;

PROVIDED THAT:

any claim for emotional distress will not be excluded with respect to an employment practice violation.

3. Prior claims and circumstances

arising out of, based upon or attributable to:

3.1 any claim made prior to or pending at the inception of this Section of the Policy;

3.2 any circumstance that, as of the inception of this Section of the Policy, may reasonably have been expected to give rise to a claim**;**

3.3 any circumstance or claim of which notice has been given under any policy existing or expired before or on the inception date of this Section of the Policy;

PROVIDED THAT:

nothing contained in this exclusion will be interpreted as releasing the insured from the obligation to reveal as a material fact all details of claims made or circumstances or events likely to give rise to a claim.

4. Pollution

arising out of, based upon or attributable to the actual, alleged or threatened discharge, dispersal, release or escape of, or records concerning a pollutant; or any request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise a pollutant.

5. Trustees and administrators

arising out of, based upon or attributable to any act or omission as trustee, fiduciary or administrator of any pension plan, welfare plan, retirement fund, profit sharing, share option, share incentive scheme or trust or any other employee benefit programme.

6. Fines and penalties

for any fines or penalties, loss of licence, the payment of taxes or remuneration, liquidated or non-compensatory damages including punitive or exemplary damages, or the multiplied portion of multiple damages, or any amount which is deemed uninsurable by law or contrary to public policy.

7. USA/Canada claims

arising out of, based upon or attributable to, 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 United States of America and/or Canada, or arising out of any activities carried on in the United States of America and/or Canada.

8. Professional indemnity

arising out of, based upon or attributable to any actual or alleged breach of professional services provided to, or professional duty owed to, a third party.

9. Major shareholder

made or instigated by any member of the Insured holding or controlling more than 25% (twenty five percent) of the shares, stock or debentures.

10. Insured versus Insured

made or instigated by any director against any other director, provided that this Exception will not apply to:

10.1 any claim brought or maintained by a director for contribution or indemnity, if the claim directly results from another claim otherwise covered under this Section of the Policy;

10.2 subject to Exception 9, any shareholder action brought or maintained by the Insured's behalf without the solicitation, assistance or participation of any director or of the Insured;

10.3 any claim brought or maintained by a curator, liquidator, receiver or administrative receiver either directly or derivatively on behalf of the Insured without the solicitation, assistance or participation of any director or of the Insured;

10.4 any claim brought or maintained by any former director of the Insured;

10.5 any employment practice violation.

11. Asbestos

arising out of, based upon or attributable to, directly or indirectly resulting from or in consequence of, or in any way involving asbestos or any materials containing asbestos in any form or quantity.

12. Sanctions

arising out of, based upon or attributable to, directly or indirectly resulting from or in consequence of, or in any way involving any matter or claim where an indemnity provided or payment made under this Section of the Policy would be in breach or contravention of, or would expose the Company or any reinsurer to, any trade or economic sanction or prohibition or penalty or restriction imposed by the United Nations, the laws or regulations pertaining to the European Union, the United Kingdom or the United States of America.

13. Securities

arising out of, based upon or attributable to, directly or indirectly resulting from or in consequence of the actual or intended listing, private placement or public offering of any securities of the Insured as a company;

PROVIDED THAT:

in the event of any private placement or public offering the Company may consider removal of this Exception, but consideration of such removal is subject to receipt from the Insured of the following:

1. a written declaration signed and dated by the Chairman or Chief Executive Officer stating that the offering is not in contravention of the Articles of Association, Constitution, Memorandum of Incorporation, laws or bye-laws of the company and that after enquiry to the best of their knowledge and belief he/she is not aware of any circumstance which could give rise to a claim against any Insured;
2. a copy of all filings and/or documents which have been or are presented to any relevant authority and/or the existing and/or prospective shareholders or stockholders of the company;
3. such additional premium as the Company may reasonably require, together with agreement to any revised Terms, Conditions and/or Exclusions as may be required by the Company.

14. Commissions

arising out of, based upon or attributable to, directly or indirectly resulting from or in consequence of:

14.1 payments, commissions, gratuities, benefits or any other favours provided to or for the benefit of any full or part-time domestic or foreign government or armed services officials, agents, representatives, employees or any members of their family or any entity with which they are affiliated;

14.2 payments, commissions, gratuities, benefits or any other favours provided to or for the benefit of any full or part-time officials, directors, agents, partners, representatives, principal shareholders, or owners or employees, or 'affiliates' (as that term is defined in the Securities Exchange Act of 1934, including any officers, directors, agents, owners, partners, representatives, principal shareholders or employees of such affiliates) of any customers of the Insured or any members of their family or any entity with which they are affiliated;

14.3 political contributions, whether domestic or foreign.

SPECIFIC CONDITIONS

1. First amount payable

If the Company has indemnified or agrees to indemnify the Insured, the Company will only be liable for the amount of that loss which exceeds the first amount payable.

2. Claims made and reported

The insurance provided under this Section of the Policy is afforded solely with respect to claims first made against a director during the period of insurance or the Extended Discovery Period and upon the condition precedent that such claims have been reported to the Company as soon as possible, but in all events no later than either during the period of insurance or the Extended Discovery Period, if applicable.

3. Claim notification

The Insured will notify the Company in writing as soon as possible:

3.1 after receiving a written demand, service of suit or institution of legal proceedings, arbitration or other alternate dispute resolution alleging a wrongful act or after the Insured becomes aware of the intention of any person to take such action against any director;

3.2 after receiving written notice of any criminal prosecution of any director in their capacity as such;

3.3 after receiving written notice requiring attendance at any Regulatory Investigation Hearing;

3.4 after receiving written notice of any order or charge obtained against a director in their capacity as such;

3.5 after becoming aware of any fact, circumstance or event which could give rise to any such demand or action contemplated by 3.1 to 3.4 at any time.

4. Reporting of circumstances

The Insured may, during the period of insurance, notify the Company of any circumstance reasonably expected to give rise to a claim. The notice must include the reasons for anticipating that claim and full particulars as to dates, acts and persons involved. Any claim arising out of such reported circumstances, if accepted by the Company, will then be deemed to have been made during the period of insurance.

5. Defence and settlement

Any person making notification or indemnified hereunder must, at their own cost, render all reasonable assistance to and cooperate with the Company. Any such person will, in the event of any claim, take all reasonable steps to mitigate loss. Except as otherwise provided in this Condition, the Insured will have the right and duty to defend and contest any claim made against it. The Company will be entitled to participate fully in the defence and negotiation of any settlement that involves or appears likely to involve the Company. The Company will also be entitled, if it so elects, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for the Company's own benefit any claim for indemnity or damages or otherwise. The Company will have full discretion in the conduct of any such proceedings and in the settlement of any such claim.

The Company may at any time pay to the Insured in connection with any claim, or series of claims, the Limit of Indemnity after deduction of any sum or sums already paid, or any lesser amount for which the claim or claims can reasonably be settled. Upon such payment being made, the Company will relinquish the control and conduct of such claim or claims and be under no further liability in connection therewith.

6. Admission of liability

The Insured will not admit or assume any liability, enter into any settlement agreement, or consent to any judgment without the prior written consent of the Company. Only judgments resulting from claims defended in accordance with this Section of the policy will be recoverable as a loss under this Section. If the Insured is in breach of this Condition, this Section of the Policy will afford no cover in connection with that claim.

7. Allocation between the Insured and the director

The Company will only be liable to provide an indemnity for a covered claim against a director. The Company has no obligation under this Section of the Policy to pay defence costs incurred by judgments against or settlements entered into by the Insured arising out of a claim made against the Insured, nor does the Company have any obligation to provide an indemnity arising out of any legal liability that the Insured may have to a claimant;

PROVIDED THAT:

with respect to:

1. Defence Costs jointly incurred by;
2. any joint settlement entered into by; and/or
3. any judgment of joint and several liability against the Insured and any director;

in connection with any claim, the Insured and any director and the Company hereby agree to use their respective best efforts to determine a fair and proper allocation of liability and the amounts as between the Company, any such director and the Insured, taking into account the relative legal and financial exposures, and the relative benefits obtained by the Insured and any such director.

In the event that any claim involves both covered matters, and matters or persons not covered under this Section, a fair and proper allocation of any defence costs, judgments and/or settlements will be made between the Insured, the director and the Company taking into account the relative legal and financial exposures attributable to covered matters and matters or people not covered under this Section of the Policy.

8. No cover to apply/changes in risk

Cover for any claim will apply only for wrongful acts committed whilst the director serves in that capacity for the Insured.

The Company will not be liable to provide any indemnity in connection with any claim arising out of, based upon or attributable to a wrongful act committed after the occurrence of a transaction.

9. Other Insurance

This Section of the policy will not be drawn into contribution with any other indemnity insurance except in respect of any excess beyond the amount payable under such other insurance.

10. Subrogation

If an indemnity is granted under this Section of the Policy by the Company, the Company will be subrogated to all rights of recovery of the Insured whether or not payment has in fact been made and whether or not the Insured has been fully compensated for its actual loss or liability. The Company will be entitled to pursue and enforce such rights in the name of the Insured, who will provide the Company with all reasonable assistance and co-operation in doing so, including the execution of any necessary instruments and papers. The Insured will do nothing to prejudice these rights. Any amount recovered in excess of the Company's total payment will be restored to the Insured less the cost to the Insured of such recovery.

11. Fraud

If any matter reported under this Section of the Policy is in any respect fraudulent, or if fraudulent means or devices are used by the Insured or anyone acting on their behalf or with their knowledge or consent to obtain any benefit under this Section, or if any event is occasioned by the wilful act or with the connivance of the Insured, the benefit afforded under this Section in respect of any such claim will be forfeited.

12. Signatory to proposal form

Any misrepresentation or non-disclosure due to the dishonesty of any signatory to the proposal form provided, committed by that signatory whilst acting as a director prior to the signing of such proposal form, will not be imputed on any other director.

CLAUSES AND EXTENSIONS

Amounts paid hereunder are inclusive of the Limit of Indemnity for this Section of the Policy and are not payable in addition to the Limit of Indemnity.

1. Emergency legal costs

If the Company's prior written consent cannot reasonably be obtained before defence costs are incurred with respect to any claim, the Company will give retrospective approval for such defence costs, subject to a maximum limit of 10% (ten percent) of the Limit of Indemnity;

PROVIDED THAT:

such costs were reasonably and necessarily incurred as a matter of urgency in dealing with a claim which is the subject of an indemnity provided by either Insuring Agreement 1 or 2 above.

2. Extended discovery period

In the event that the Insured elects not to renew or extend this Policy, and the Insured does not affect any similar legal liability insurance in substitution and the Insured specifically declares same to the Company prior to the expiry of the Policy, then the insurance provided under this Section will be extended for a period of 60 (sixty) days to include written notification of any claim first made against a director during such extended period or the Period of Insurance, for any wrongful act occurring prior to the expiry of the period of insurance, and notified to the Company during the extended discovery period (which will commence immediately following the date of expiry of this Section of the Policy). The wrongful act must have occurred subsequent to the Retroactive Date shown in the Schedule and prior to the expiry of this Section of the Policy.

3. New subsidiaries

If the Insured, during the period of insurance, incorporates or acquires a new subsidiary, cover is extended as follows:

3.1 if the newly incorporated or acquired subsidiary's total gross assets, as set out in the latest audited annual financial statements, exceeds the Insured's total gross assets, as declared at inception of this Section of the Policy, by more than 25% (twenty five percent), or the subsidiary has a previous claims history, or is

incorporated or domiciled or operates whether wholly or partly within the United States of America and/or Canada, then the Insured will give the Company such information as the Company may require and, if the Company elects to include such subsidiary under this Section of the Policy, the Insured will pay the reasonable additional premium within 45 (forty five) days of such creation or acquisition;

3.2 if the newly incorporated or acquired subsidiary's total gross assets, as set out in the latest audited annual financial statements, does not exceed the Insured's total gross assets, as declared at inception of this Section of the Policy, by more than 25% (twenty five percent), and the subsidiary does not have a previous claims history, and is not incorporated or domiciled or operates whether wholly or partly within the United States of America and/or Canada, then cover will apply automatically without payment of any additional premium;

PROVIDED THAT:

in both instances 3.1 and 3.2 above cover will only apply to a wrongful act committed or alleged to have been committed after the date of incorporation or acquisition.

4. Permitted advanced costs under the Companies Act

The Company will where permitted by law advance costs, charges and expenses incurred by a director during the period of insurance, with the Company's prior written consent, for the defence of allegations of:

4.1 any criminal act;

4.2 wilful misconduct, wilful breach of trust, reckless trading or breach of authority, where the proceedings are abandoned or exculpate the director;

PROVIDED THAT:

all such costs, charges and expenses advanced in terms of Section 78(4)(a) of the Companies Act, or any similar provision, will be repaid to the Company should the defence be unsuccessful.

5. Prosecution costs

The Company will pay the reasonable legal fees, costs and expenses, incurred by a director with the prior written consent of the Company, such consent not to be unreasonably withheld, to bring legal proceedings to obtain the discharge or revocation of:

5.1 an order obtained during the period of insurance disqualifying a director from holding office as a director in terms of Section 69 of the Companies Act;

5.2 an interim or interlocutory order obtained during the period of insurance confiscating, controlling, suspending or freezing rights of ownership of real property or personal assets of a director;

5.3 a charge made over real property or personal assets of a director obtained during the period of insurance;

5.4 an order of court obtained during the period of insurance imposing a restriction on a director's liberty;

5.5 the deportation of a director following revocation during the period of insurance of otherwise proper, current and valid immigration status for any reason other than the director's conviction of a crime.

6. Regulatory investigation costs

The insurance under this Section of the Policy is extended to include the reasonable legal fees, costs and expenses incurred by or on behalf of a director, with the Company's prior written consent, in connection with the preparation for, and attendance by the director at, a regulatory investigation hearing.

CYBER INSURANCE

(CLAIMS-MADE BASIS)

DEFINED EVENTS

Notwithstanding General Exception 5. *Cyber exclusion*, and subject to the Terms, Conditions and Exclusions of this Policy, including this Section, the Company agrees to:

1. Cyber liability

indemnify the Insured for amounts the Insured is legally liable to pay as Loss resulting directly from a Claim first made against the Insured and notified to the Company in accordance with the Provisions of this Section during the Policy Period as a result of a Wrongful Act;

2. Crisis management expenses and notification expenses

pay Crisis Management Expenses and Notification Expenses incurred by the Insured resulting directly from a Claim first made and notified to the Company in accordance with the Provisions of this Section during the Policy Period as a result of a Wrongful Act;

3. First party expenses

pay First Party Expenses incurred by the Insured during the Restoration Period, resulting directly from a Claim first made and notified to the Company in accordance with the Provisions of this Section during the Policy Period as a result of a Wrongful Act;

4. Loss of business income

pay Loss of Business Income incurred by the Insured during the Restoration Period, resulting directly from a Claim first made and notified to the Company in accordance with the Provisions of this Section during the Policy Period as a result of a Wrongful Act;

PROVIDED THAT:

1. the liability of the Company shall not exceed 50% (fifty percent) of the Limit of Indemnity stated in the Schedule;
2. the indemnity period shall commence 12 (twelve) hours after the actual impairment or denial of the Insured's business activities having occurred;
3. the maximum indemnity period for Loss of Business Income is 150 (one hundred and fifty) days;

5. Cyber extortion

reimburse Cyber Extortion Loss incurred by the Insured resulting directly from a Claim first made and notified to the Company in accordance with the provisions of this Section during the Policy Period as a result of a Wrongful Act;

6. Digital media liability

indemnify the Insured for Loss which the Insured is legally liable to pay resulting directly from a Claim first made against any Insured and notified to the Company in accordance with the Provisions of this Section during the Policy Period as a result of a Harmful Act;

PROVIDED THAT:

1. the Company's maximum liability for all payments on Claims made during the Policy Period, including all Expenses, shall be the lesser of the applicable Defined Event Limit of Indemnity or the unpaid portion of the applicable Aggregate Limit of Indemnity in the Schedule for this Section for each Policy Period, regardless of the number of Claims or applicable Defined Events;

2. Claims involving the same or directly related Wrongful Acts or Harmful Acts constitutes a single Claim, originating at the earliest date a Claim is first made alleging such Wrongful or Harmful Act;
3. the Company is only liable to pay that part of each Loss or Expenses that exceeds the applicable Deductible. The Deductible is applicable to each and every Claim;
4. should more than one of the Defined Events be applicable to a Claim, the highest of the applicable Deductibles stated in the Schedule shall be the sole Deductible applied. Any applicable time Deductible would apply in addition notwithstanding the aforementioned;
5. Neither General Provision 1. *Claims preparation costs* nor any other Extensions of cover contained in the Policy shall apply to the cover provided under this Section unless otherwise stated in the Schedule.

MEMORANDUM

This Section forms part of the Policy and to the extent of any inconsistency between the General Exceptions, Conditions and Provisions of the Policy and this Section, the General Exceptions, Conditions and Provisions of this Section will prevail.

DEFINITIONS

Claim	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 Defined Events 2, notification by the Insured to the Company of an actual or potential Privacy Breach or Network Security Breach; 5. for Defined Event 3 and 4, Claim shall only mean a Network Security Breach; or 6. for Defined Event 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 1 (one) year of the Insured notifying the Company of the Wrongful Act, for a public relations consultant and related advertising or communication expenses at the direction of said consultant
Cyber Extortion Loss	1. Cyber Extortion Payment; 2. reasonable and necessary forensic fees and expenses to determine and neutralise any Malicious Code or other compromise of the Insured's Computer System; 3. reasonable and necessary fees and expenses of the cyber extortion negotiator to investigate, determine and to end a Cyber Extortion Threat; PROVIDED THAT: 1. the Cyber Extortion Loss shall not exceed the covered Expenses that the Insured would have incurred had the Cyber Extortion Payment not been paid; 2. Cyber Extortion Loss does not include any matters deemed uninsurable under the law governing the jurisdiction where the Insured has operations

Cyber Extortion Payment	funds or property paid with the Company's prior consent to terminate a Cyber Extortion Threat
Cyber Extortion Threat	a credible threat (accompanied by a demand for funds or property), directed at the Insured to intentionally introduce Malicious Code to, carry out a Denial of Service Attack against, or commit a Theft of Data from the Insured's Computer System
Data	the Insured's machine readable information
Deductible	the first amount payable by the Insured
Denial of Service Attack	deliberate attack on the Insured's Computer System which restricts or prevents access by persons authorised to access same
Digital Multimedia Activities	the publication or broadcast by the Insured of any digital media content
Downstream Attack	use of the Insured's Computer System to attain Unauthorised Use of or Unauthorised Access to, participate in a Denial of Service Attack against or transmit Malicious Code to a foreign Computer System
Expenses	all Claim Expenses, Crisis Management Expenses, Notification Expenses, First Party Expenses, Loss of Business Income and Cyber Extortion Loss
First Party Expenses	the following reasonable and necessary costs and expenses incurred by the Insured within 1 (one) year of the Insured notifying the Company of the Wrongful Act: 1. to restore, re-collect, or replace Data. If Data cannot be restored, re-collected or replaced, the actual costs incurred up to such determination; 2. of specialists, investigators, forensic auditors, or loss adjusters to conduct a review to substantiate that a Network Security Breach occurred, or to determine the scope, cause or extent of any theft or unauthorised disclosure of information or Data or Privacy Breach; 3. reasonable and necessary costs and expenses incurred by the Insured to contain the Network Security Breach; including the use of external equipment, services, labour, premises or additional operating costs
Harmful Act	the following acts committed or attempted on or after the Retroactive Date, resulting directly from the Insured's Digital Multimedia Activities: 1. defamation; 2. unintentional infringement of copyright, domain name, title, slogan, trademark, trade name, service mark, service name or license agreement and unintentional infliction of trade duress; 3. unintentional invasion, infringement, or interference with rights to privacy or publicity, including public disclosure of private facts, intrusion and commercial appropriation of name or likeness **Harmful Act does not include the Insured's actual or alleged:** 1. copyright infringement in relation to software, source code or software license; 2. discrimination; 3. restraint of trade, deceptive trade practices, unfair competition or antitrust violations; 4. infringement or publication, display, copying, theft or misappropriation of any proprietary information by, or with the active involvement of any Insured; 5. trademark infringement through the containment or display of goods, products or services;

Harmful Act (cont.)	6. divulging of trade secrets; 7. Digital Multimedia Activities performed on internal message boards or messaging systems; 8. errors in financial data published or publicised by the Insured; 9. any other intellectual property except to the extent covered by 1, 2 or 3
Insured	1. the Insured Organisation; 2. Subsidiaries of the Insured Organisation; and 3. Insured Person
Insured Organisation	those organisations designated in the Schedule
Insured Person	1. any past or present director, officer, trustee, employee (whether temporary or part-time), partner, or principal of the Insured Organisation or a Subsidiary, but only while acting on behalf of or in the interest of the Insured Organisation or a Subsidiary; 2. independent contractors of the Insured Organisation or of a Subsidiary who are natural persons, but only with respect to Wrongful Acts within the scope of such person's duties performed on behalf of the Insured Organisation or of a Subsidiary; and 3. any entity required by contract to be named an Insured under this Section and consented to in writing by the Company, but only for acts as detailed under the relevant Defined Event
Loss	1. Claim Expenses resulting directly from a Claim; 2. amounts which the Insured is legally obligated to pay resulting directly from a Claim in respect of: 2.1 judgments or awards rendered against the Insured; 2.2 regulatory fines, penalties or punitive damages imposed by a governmental regulatory body, to the extent payable and insurable under the law governing the Insured's operations; or 2.3 settlements which have been approved or negotiated by the Company **Loss does not include:** 1. profits, restitution, or disgorgement of profits by any Insured; 2. costs to comply with orders granting injunctive or non-monetary relief; 3. return or offset of fees, charges, royalties or commissions for goods or services; 4. non-compensatory (except to the extent covered at (2.2.2)), 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 1 (one) year of the Insured notifying the Company of the Wrongful Act, to comply with governmental privacy legislation or Guidelines recommending as best practice, notification in the event of a Privacy Breach or Network Security Breach
Privacy Breach	a statutory, regulatory or common law breach of confidentiality, infringement, or violation of any right to privacy, which results in harm to employees of the Insured or third parties
Restoration Period	begins for First Party Expenses, immediately after the actual or potential impairment or denial of the Insured's business activities occurs; and continue until the earlier of: 1. 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 2. 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	1. any confidential or proprietary non-public information of the Insured or Third Party; or 2. any confidential non-public information relating to a natural person
Subsidiary	any entity in which the Insured Organisation directly or indirectly: 1. holds or controls the majority of voting rights; 2. has the right to appoint, remove, or controls a majority of the board of directors, or board of trustees, or the functional equivalent; or 3. holds more than half of the issued share or equity capital
Theft of data	the unauthorised taking, misuse, modification, deletion, corruption, destruction or disclosure of Data or information, whether in paper or electronic format
Third Party	any entity or natural person. Third Party does not mean: 1. any Insured; or 2. any other entity or natural person having a financial interest or executive role in the operation of the Insured or any Subsidiary

Unauthorised Access	the actual gaining of access to a Computer System by an unauthorised person or persons or an authorised person in an unauthorised manner
Unauthorised Use	the use of a Computer System by an unauthorised person or persons or an authorised person in an unauthorised manner
USA and/or Canada	the United States of America and/or Canada and/or their respective possessions or protectorates and/or any country operating under the laws of the United States of America or Canada
Wrongful Act	the following acts committed, attempted or alleged on or after the Retroactive Date: 1. for purposes of coverage under Defined Events 1 and 2 any error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted or allegedly committed or attempted by an Insured, with respect to its duties as such, or others acting on behalf of the Insured for whom the Insured is legally responsible, resulting in an actual or potential Privacy Breach or Network Security Breach; 2. for purposes of coverage under Defined Events 3 and 4 a Network Security Breach; 3. for purposes of coverage under Defined Event 5, a Cyber Extortion Threat

SPECIFIC EXCEPTIONS

The Company shall not be liable for any payment in connection with any Claim based upon, arising out of, or resulting from:

1. Prior circumstances and litigation

any circumstance which occurred or allegedly occurred prior to the Retroactive Date or the inception of this Section, whichever occurs first, or any circumstance where any written notice was given or accepted under any policy to which this Section is attached, as a renewal or a replacement.

2. Insured versus Insured

or brought or maintained by or on behalf of any Insured, except for Wrongful Acts resulting in an actual or potential Privacy Breach covered under insuring Defined Event 1, or a Claim brought by an Insured resulting directly from a Claim otherwise covered under this Policy.

3. Insolvency

the Insured's insolvency, bankruptcy or any business rescue practices.

4. Bodily injury and property damage

any bodily, mental or emotional injury, anguish or distress, sickness, disease or death, or physical damage to, impairment, corruption or destruction of any tangible property including loss of use thereof. Data is not considered tangible property. For Defined Event 6, this Exclusion does not apply to mental anguish or emotional distress resulting from the Insured's Digital Multimedia Activities.

5. Employment practices

the Insured's employment practices.

6. Service interruptions, professional services, product liability

6.1 6.1.1 service interruption or failure of satellites;

6.1.2 electrical or mechanical failures or interruptions;

6.1.3 outages of or interruption to supply of fuels, telecommunications or other infrastructure or services, unless under the Insured's operational control or the Claim arises from a Network Security Breach;

6.1.4 failure, gradual deterioration or theft of overhead transmission, distribution lines or subterranean insulation or cabling;

6.2 the Insured failing or ceasing to provide a product or service; or

6.3 expiration, cancellation, alteration, withdrawal or recall of products or services and/or loss of use thereof.

7. Fees

for any fees, commissions, expenses or costs paid to or charged by the Insured.

8. Contractual breach

liability assumed by the Insured under any contract or agreement unless such liability would have existed in the absence of such contract or agreement.

9. Pollution

9.1 the presence of actual, alleged or threatened discharge, dispersal, release, or escape of pollutants or contamination of any kind;

9.2 direction or request to in any way respond to or assess the effects of pollutants or contamination of any kind; or

9.3 the existence, emission or discharge of any electromagnetic field/radiation or electromagnetism that affects any person, the environment or property.

For this Exclusion contamination shall not include Malicious Code.

10. Securities, fiduciary, intellectual property

10.1 shares and other securities, including violation of any securities law;

10.2 racketeering, money laundering, anti-trust violations or restraint of trade or unfair competition;

10.3 violation of the responsibilities, obligations or duties related to employee benefit, pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts; or

10.4 the validity, invalidity, infringement of, violation or misappropriation of or assertion of any right to or interest in any intellectual property rights, licensing statutes or regulations.

11. War, riot and terrorism

General Exception 1. *War, riot and terrorism* of the Policy is extended to include cyber-terrorism and cyber-war.

12. Acts of God

any physical or natural event outside of the Insured's control.

13. Trading losses

13.1 any trading losses, trading liabilities or change in value of accounts;

13.2 any loss, transfer of, theft of monies, securities or tangible property of others in the care, custody or control of the Insured Organisation;

13.3 monetary value of any electronic fund transfers or transactions lost, diminished, or damaged during transfer, or the face value of coupons, price discounts, prizes, awards, or any other valuable consideration in excess of the total contracted or expected amount.

14. Legal action

action for damages brought in a court of law outside South Africa, or where action is brought in a court of law within South Africa to enforce a foreign judgment by way of Reciprocal Agreement or otherwise.

15. USA/Canada

directly or indirectly resulting from or in consequence of, or in any way involving any matter or Claim where relief is sought or legal action or litigation is threatened or pursued in a court of law or other authority, constituted in the USA and/or Canada, or arising out of any activities carried on in the USA and/or Canada.

16. Software

the use of pirated software, software not yet released from its development stage or that has not passed all test runs and proven successful in daily operations.

17. Hardware, computer systems

the wear and tear, drop in performance, progressive or gradual deterioration, or ageing of electronic equipment and/or hardware or the Insured's failure to maintain any Computer System, software or other equipment.

18. Rectifying weaknesses

the failure to rectify or improve weaknesses or defects in the Insured's Computer System or processes, where these have come to the attention of the Insured's principal, partner or director (or any equivalent positions), with sufficient time to rectify to avoid, reduce or mitigate the impact of a resulting Claim.

19. Extortion threat

any Cyber Extortion Threat by any government entity or public authority. The Insured shall use its best efforts not to disclose the existence of Cyber Extortion Loss insurance. If through no fault of the Company, knowledge of such enters the public domain or is revealed to a party posing a Cyber Extortion Threat, the Company may cancel the Cyber Extortion Loss insurance with immediate effect from the date such knowledge was revealed.

20. Unauthorised collection

the unauthorised or unlawful collection of Third Party proprietary corporate or personal, private and confidential information**.**

21. Betterment

any costs or expenses incurred by the Insured to:

21.1 identify or remediate any software errors or vulnerabilities;

21.2 update, replace, upgrade, recreate or enhance any part of the Insured's Computer System to a level beyond that which existed prior to the Wrongful Act; or

21.3 research or develop any Data, including but not limited to trade secrets or other proprietary information; or

21.4 establish, implement, maintain, improve or remediate security or privacy practices, procedures or policies.

SPECIFIC CONDITIONS

1. Reporting and notice

The Insured shall notify the Company as soon as practicable, but within 31 (thirty one) days, upon the Insured's becoming aware of any Claim or circumstance which could reasonably give rise to a Claim. For any Cyber Extortion Threat made, the Insured shall immediately notify the Company.

2. Loss of business income calculation:

2.1 The calculation for Loss of Business Income to be based on:

2.1.1 revenues and costs generated during each month in the period in the preceding year corresponding to the Restoration Period;

2.1.2 reasonable projections of future profitability or otherwise, had no loss occurred;

2.1.3 all changes that would affect the future profits generated;

2.1.4 any savings or amounts recovered in connection with or as a result of a Network Security Breach; and

2.1.5 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. The Insured is obliged to produce any documentary evidence which the Company may require. The costs and expenses associated with investigating, preparing and submission of the request for indemnity shall be borne by the Insured.

2.2 The Insured shall afford the Company or an agent of the Company all reasonable assistance in their investigations. Any Loss of Business Income payments will, where applicable, be reduced by the extent to which the Insured:

2.2.1 uses damaged or undamaged Data;

2.2.2 makes use of available stock, merchandise or other Data; or

2.2.3 uses substitute facilities, equipment or personnel.

3. Corporate acquisitions, mergers, amalgamation and takeovers

This Section does not cover any Company or other legal entity acquired during the period of insurance unless notified to and endorsed by the Company.

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

The Company has entered into service level agreements with service providers for the provision of services covered under the Section Insuring Agreements. The terms of the service level agreements are applicable to the Insured as if the Insured had signed these and are available from the Company on request.

6. Minimum security requirements

Notwithstanding any declarations made, as a condition precedent to cover, the Insured warrants adherence to the below listed minimum security requirements:

6.1 Next generation 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 as per the software providers' recommendations.

6.2 Security related patches and updates applied on Sensitive systems within 3 (three) months of release by the provider.

6.3 Outdated software which is no longer supported by the software provider is not accessible from external networks and is disclosed to the Insurer.

6.4 Password controls implemented on Sensitive systems. These controls must include:

6.4.1 Password length of at least 10 (ten) characters.

6.4.2 User account password configured to be changed at least every 120 (one hundred and twenty) days unless passwords are at least 14 (fourteen) characters in length or multi factor authentication is implemented.

6.4.3 Passwords prevented from being reused for at least 5 password changes.

6.4.4 Passwords configured which are not common dictionary words and cannot within reason be deemed widely used or easily guessable e.g. including the Insured's name or P@ssword1.

6.4.5 User accounts configured to lockout because of at most 10 (ten) failed authentication attempts.

6.4.6 All default installation and administration accounts secured via changing the account password from the well-known default passwords and/or disabling, deleting or renaming the account.

6.5 User privileges for users with access to Sensitive systems and Sensitive information must be revoked within 31 (thirty one) days of termination of employment at the Insured and where notified, for termination of employment at a service provider.

6.6 Resiliency controls including:

6.6.1 Documented disaster recovery and business continuity plans.

6.6.2 Generate backups at least weekly or have replication implemented.

6.6.3 At any point in time have a backup or replicated copy which is disconnected, offline or cannot be overwritten from the production environment.

6.6.4 Monitor for or test to ensure the successful generation of backups or replication.

6.6.5 Test the ability to restore data from backups or read from replicated copies at least every six (6) months.

If the Insured's Computer System includes a company network:

6.7 Next generation firewalls with geo-location blocking configured to restrict access to digitally stored Sensitive information.

6.8 Generally accepted vulnerable network protocols are secured via disabling/blocking on the firewall or where required restricted based on IP address and/or to secured areas.

6.9 Administrative/remote access interfaces such as Remote Desktop Protocol (RDP) are not accessible via the open internet. Where such interfaces are required these are accessible exclusively over secured channels such as multi-factor authenticated Virtual Private Network (VPN) connections.

6.10 The system and/or activity logs for all Sensitive systems including firewalls and Active Directory as implemented in the Insured's environment stored for a minimum period of 6 (six) months.

GROUP PERSONAL ACCIDENT/STATED BENEFITS

DEFINED EVENTS

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 an Emergency expense shortfall the Company will pay to the Insured or their 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 wage or salary payable by the Insured to the Insured Person as remuneration for services provided as set out in the Insured Person's contract of employment immediately before the date of Bodily injury. The Benefit amount calculated will be based on the Insured Person's basic annual salary unless the Insured has included any of the following emoluments in the annual wage roll declared to the Company and on which the premium has been based. 1. The annual rate of wage or salary includes the following emoluments provided they are of a constant nature as part of a remuneration package: 1.1 the fixed annual bonus (excluding profit shares and or incentive bonuses); 1.2 the cash value of cost of living allowances being food and or rent or accommodation supplied as part of a remuneration package; 1.3 commission 1.4 overtime of a regular and constant nature and does not include intermittent or irregular overtime; 1.5 travel and allowances; 1.6 where the employee is remunerated in accordance with a package of benefits, all items of a constant nature that form part of the package, other than the Insured's contributions such as medical aid contributions and the like. For the purpose of this definition, constant nature means allowances earned by the Insured Person for at least 50% (fifty percent) or more over the past 6 (six) months prior to the date of Bodily injury. 2. The following items are excluded and may not be included in the calculation of any Benefit amount: 2.1 all payments and or benefits of a reimbursive nature, expense payments; 2.2 loans and or benefits in kind; 2.3 occasional payments, ex gratia payments; 2.4 profit share payments, discretionary bonuses; 2.5 intangible fringe benefits (such as the taxable portion of medical aid and or pension contributions by the Policyholder and or the like. If an Insured Person is under a contract the period of which is less than 1 (one) year, the term Annual earnings will mean the amount due to be paid to the Insured Person during the contract period, including the average value of accommodation and food allowances, but excluding any expenses of a reimbursive nature

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 the Insured, 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
Death	means death as a result of Accidental Bodily Injury
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 their usual occupation
Temporary partial disability	means Bodily Injury temporarily preventing an Insured Person from engaging in or giving attention to a substantial part of their usual occupation
Emergency expense shortfall	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

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	100%
	one ear	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)	5%
	all toes any foot	35%
	great, per phalanx	5%

Disability		Percentage of compensation
3.	Permanent disability not specified herein	a percentage which in the opinion of the Company 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.

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 emergency expense shortfall 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 the Company for any period of Temporary Total Disability and/or Temporary Partial Disability or for the reimbursement of emergency expense shortfall 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 emergency expense shortfall.
6. Any compensation payable by the Company 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 the Company are delayed pending finalisation of any claim, payments on account can be made to the Insured, at the Company' discretion, on receipt by the Company of certification by a medical doctor appointed by the Company.
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.

SPECIFIC EXCEPTIONS (applicable to the entire Section including Extensions)

The Company 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, the Company may in their 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 their 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 the Insured whose receipt shall effectually discharge the Company. No Insured Person shall have any right against the Company.
2. No sum under this Policy shall carry interest.
3. This Section shall be voidable at the Company's instance in the event of misrepresentation, or misdescription or non-disclosure by or on behalf of the Insured or an Insured Person in any particular material to this insurance.
4. Notice must be given to the Company 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 the Company shall have the right to have a post mortem examination of the body.

   All certificates, information and evidence required by the Company shall be furnished without expense to the Company within 31 (thirty one) days of the Company notifying the Insured of their requirements.

   After incurring Bodily Injury for which Compensation may be payable under this Section, the Insured Person shall, when reasonably required by the Company to do so, submit to medical examination on behalf of and at the expense of the Company and undergo any treatment specified. The Company shall not be liable to make payment unless this Condition is complied with to their satisfaction.

   Qualified medical advice shall be sought and followed promptly on the occurrence of any Bodily Injury and the Company shall not be liable for any part of any claim which in the opinion of their 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 the Company to make any payment under this Section.

6. In the event of the Company 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 their 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 the Insured an accurate record containing all relevant particulars must be maintained by the Insured to which the Company shall have the right of access. The Insured 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.

CLAUSES AND EXTENSIONS

Additional Death benefit

The Company will in addition to the Accidental Death benefit and on production of a valid death certificate of an Insured Person pay the Insured 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, the Company will pay the reasonable and necessary expenses incurred in the repatriation of the Insured Person's mortal remains to their normal place of residence;

PROVIDED THAT:

the liability of the Company 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 their spouse resulting in disability which prevents care being given to a child;

the Company will pay to the Insured Person R300 (three hundred rand) per day during the period of such disability;

PROVIDED THAT:

the Company 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, the Company 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, the Company 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 the Company by the Insured.

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 of the Company 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, the Company 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 the Company may at their 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

The Company will pay reasonable and necessary emergency transportation costs to the nearest adequate medical facility incurred by the Insured 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.

The maximum amount payable by Company will be R200 000 (two hundred thousand rand) any one Insured Person and R1 000 000 (one million rand) any one occurrence.

Family/Domestic employee emergency expense shortfall

In the event of Accidental Bodily Injury to any spouse, dependent child or domestic employee 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, the Company will pay any consequent emergency expense shortfall incurred by such person;

PROVIDED THAT:

1. the maximum amount payable by the Company will 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. the Company 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;
3. 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, the Company will regard the hijacking, abduction or kidnapping of an Insured Person as a claim for Temporary Total Disability;

PROVIDED THAT:

1. the Company’s 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

The Company 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:

the liability of the Company under this Extension shall be limited to R100 000 (one hundred thousand rand) in respect of any one Insured Person in each and every occurrence.

Limit any one Insured Person/conveyance/premises/situation

The Company's liability shall not exceed:

1. R6 000 000 (six million rand) in respect of Death and Permanent disability for any one Insured Person as a result of any one Accident or series of Accidents arising from one cause;
2. R30 000 000 (thirty million rand) in respect of compensation for all Insured Persons in any one conveyance or while at any one premises or situation.

Mobility costs

When the Company has 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, the Company 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:

the liability of the Company for such costs in respect of any one claim shall not exceed R250 000 (two hundred and fifty thousand rand) per Insured Person.

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.

Paraplegia

When the Company has 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, the Company 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 the Company has 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, the Company 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 the Insured demonstrates, to the reasonable satisfaction of the Company, that an Insured Person has suffered Permanent Disability such that they cannot continue to be employed in the occupation in which they were employed at the time of the accident but may be retrained by the Insured, or by any registered training centre, the Company 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 the Company will indemnify the Insured 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, their 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 the Company.

Repatriation costs

In the event that there is a valid claim for serious Accidental Bodily Injury, the Company will pay the reasonable and necessary expenses incurred in the repatriation of the Insured Person to their normal place of residence;

PROVIDED THAT:

1. the liability of the Company in respect of any one claim shall not exceed R200 000 (two hundred thousand rand) for any one Insured Person;
2. the prior consent of the Company to repatriate the Insured Person is obtained and such consent will not be unreasonably withheld.

Search and rescue

The Company 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. the Company will not be liable if an Insured Person is found in circumstances which are unlikely to result in Accidental Bodily Injury;
2. the maximum amount payable by the Company will be R100 000 (one hundred thousand rand) any one Insured Person any one occurrence;
3. the maximum amount payable by the Company in any 12 (twelve) month period of insurance will be R500 000 (five hundred thousand rand).

Seat belt benefit

The Company 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 their normal place of employment but is otherwise able to continue their usual business or occupation, the Company 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.

Territorial limits

Coverage applies anywhere in the world unless otherwise restricted by an endorsement and/or memorandum to this Section.

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:

the Company 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, the Company will pay for counselling fees actually incurred by such person as a result of the act of violence or traumatic accident;

PROVIDED THAT:

1. the maximum amount payable by the Company 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, the Company agrees that they will indemnify the Insured over and above such policy limits for any VAT obligation the Insured may incur arising out of any claims settlement made hereunder.

ASSISTANCE SERVICES

UClaim

1. ClaimCare (contact number: 076 637 8423)

ClaimCare is a comprehensive service designed to help your employees navigate the complex legal personal injury claims process. Personal injury claims may include RAF, public liability, and medical negligence matters. Our team of experts will provide personalised guidance, support, and representation to ensure your employees receive the compensation they deserve.

How it works:

If an employee suffers a personal injury due to the negligence or wrongdoing of another party, they can contact **UClaim** to initiate the claims process.

The team will:

1. assess the claim and provide expert guidance;
2. handle all necessary paperwork and representation;
3. consult with our panel of attorneys and experts to work towards a successful outcome.

Benefits for your employees:

1. expert guidance and support throughout the claims process;
2. no upfront costs or fees;
3. reduced contingency fee of up to 20% (twenty percent) of the final settlement amount;
4. access to the top medico-legal and actuarial experts at no upfront costs;
5. workforce reintegration advice to facilitate a smooth return to work;
6. complimentary financial planning session to help manage their settlement.

2. COIDCare (contact number: 076 637 8423)

COIDCare provides expert guidance to help you understand your rights and responsibilities under the COID Act. Our team of professionals will offer clear and tailored advice to support you in making informed decisions about COID claims.

Benefits for you:

1. expert advice on the COID Act and your entitlements;
2. this complimentary service is included in your personal accident insurance program;
3. simplified guidance to help you take the necessary steps effectively.

Eligibility criteria:

1. employers and employees must comply with all relevant legal and regulatory obligations;
2. claims must fall within the scope of the COID Act;
3. claimants must be of legal working age and reside in South Africa.

Contact UClaim at 076 637 8423 or email claim@uclaimvaps.co.za

Monday to Friday 08h30 to 16h30. Our team will take care of the rest, providing expert support and guidance every step of the way.

ClaimCare and **COIDCare** are available to South African-based employees covered under the COID Act, with personal injury claims assessed on a case-by-case basis. All claims are subject to an initial assessment by a qualified claims assessor to determine the prospects of success. Should we determine that the claim will not proceed, a written explanation outlining the reasons for this decision will be provided. In such cases, we will also offer referrals to suitable attorneys who may be able to assist further.

24-Hour HIV Protection (emergency contact number: 0861 555 114)

The HIV-protection treatment service ensures confidential testing and treatment within 72-hour of exposure to HIV.

Services

1. 24-hour access to trauma counsellors, providing telephonic trauma counselling including counselling for post-traumatic stress disorder.
2. Three HIV related trauma consultations with a specialist, which can either be a general practitioner, trauma-trained registered nurse or trauma counsellor.
3. Three HIV-blood tests one immediately after the incident and the second and third at six weeks and three months respectively.
4. Access to STD-preventative medication.

5. Access to anti-retroviral or prophylactic therapy.
6. Access to the “morning-after pill”.
7. Free 28-day post-exposure prophylaxis should it be appropriate.
8. HIV Assist Annual Limit: 1 treatment of each category.

Trauma & Assault assistance (emergency contact number: 0861 555 114)

24-hour Emergency Assistance Helpline

In the unfortunate event of a traumatic incident, we will provide the member with counselling by trained medical professionals.

This is a 24-hour emergency assistance helpline that:

1. Arranges the nearest local emergency assistance service as well as provides emergency transport to the nearest, most appropriate medical facility.
2. Offers referrals for psychiatric consultations.

Trauma & Assault Assistance Annual limit:

R5 000 (five thousand rand) per employee, with a maximum of R10 000 (ten thousand rand) per family per occurrence in respect of psychiatric consultations.

Global Choices Lifestyle (Pty) Ltd. is an authorized financial service provider, FSP No. 44544.

OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

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 their employment, the Company will pay to the Insured, on behalf of the Insured Person or their 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 the Insured’s organisation, who in turn within 72 (seventy two) hours must provide written notice to the Company 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 their 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. The Company is entitled to require any test to be duplicated by a registered medical practitioner of their 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 the Company's 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 their determination shall be binding.
3. If the Insured Person so becomes infected with "HIV", the date of their 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, the Company shall at all times during and after the insurance period have access to the Insured Person’s medical records as held by the Insured.

Specific Exceptions

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 the Company prior to the inception of this insurance;
3. the Insured Person fails or refuses to promptly make themself available for examination or the associated tests required;
4. the Insured Person is no longer in the employment of the Insured when the "HIV" positive diagnosis is made.

War risks

It is declared and agreed that Specific Exception 7 is deleted in its entirety;

PROVIDED THAT:

1. the Company 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 the Company giving 31 (thirty one) days' notice in writing.

MOTOR

SUB-SECTION A – LOSS OR DAMAGE

DEFINED EVENTS

Loss of or damage to any vehicle described in the Schedule, including its accessories and spare parts whilst therein or thereon.

DEFINITIONS

Accessories and spare parts (non-standard)	any accessory or part not supplied by the manufacturer as a standard fitment and fitted as an aftermarket fitment (optional extras)
Description of use	use for social, domestic and pleasure purposes and use for the business or occupation of the Insured; **but excluding:** 1. hiring; 2. carriage of passengers for hire or carriage of fare paying passengers; 3. racing, speed or other contests, rallies, trials; 4. carriage of explosives; 5. carriage of any load or passengers exceeding the capacity for which the vehicle is constructed or licensed to carry; 6. use for any purpose in connection with the motor trade; 7. used for other than what the vehicle was constructed or licenced to be used for. The indemnity to the Insured in connection with any vehicle shall operate while such vehicle is in the custody or control of a member of the motor trade for the purpose of its overhaul, upkeep or repair but excluding if the vehicle is in possession or on commission or else for the purpose of retail or similar
Driver's licence	an official document that is legally recognized within the Republic of South Africa that grants the insured, or their authorised driver, permission to drive a motor vehicle. The issuance of a valid driver's license must be done by a legally authorized government authority, the Driving License Testing Centre (DLTC), which operates under the supervision of the provincial and national Department of Transport or equivalent authority
Limit of indemnity	the limit of indemnity for each type of vehicle is as stated in the Schedule and shall be the maximum amount payable by the Company or the Reasonable retail value (as defined), including any specified accessories, whichever is the lesser
Occurrence	the term 'occurrence' shall mean an occurrence or series of occurrences arising from one cause in connection with any one vehicle in respect of which indemnity is provided by this insurance
Reasonable retail value	the reasonable retail value of the vehicle and its factory fitted accessories and spare parts at the time of such loss or damage shall be determined by the current Auto Dealers Guide or Commercial Vehicle Guide
Vehicle	**Definition 1** Private type motor cars (including any station wagon, 4x4 or 4x2 station wagon), safari van, estate car or similar vehicle designed to seat not more than 12 (twelve) persons (including the driver) but excluding taxi's

Vehicle (cont.)	**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 any such vehicle being owned by or hired or leased to the Insured including any such vehicle temporarily operated by the Insured as replacement for any vehicle specified which is out of use for the purpose of overhaul, upkeep and/or repair; PROVIDED THAT: 1. the maximum period a rental or temporary vehicle shall be used shall not exceed 31 (thirty one) consecutive days; 2. the maximum liability of the Company shall not exceed the Reasonable retail value of the replacement vehicle or the Limit of indemnity of the replaced vehicle as stated in the Schedule, whichever is the lesser

SPECIFIC EXCEPTIONS (applicable to Sub-Section A)

The Company shall not be liable to pay for any:

1. consequential loss as a result of any cause whatsoever;
2. money paid towards the upgrade of or extension of a maintenance plan or similar expense;
3. depreciation in value whether arising from repairs following a Defined Event or otherwise;
4. wear and tear;
5. mechanical, electronic or electrical breakdown, failure or breakage;
6. damage to tyres:

   6.1 by application of brakes; or

   6.2 by road punctures, cuts or bursts; or

   6.3 as a result of inequalities of the road or other surface or to impact with such inequalities;

   UNLESS:

   damage to tyres is accompanied by damage to other parts of the vehicle;

7. damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities;
8. damage to the insured vehicle caused by or attributable to the un-roadworthy condition of the vehicle;
9. loss, damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by Customs, Police Services, Crime Prevention Units or any lawfully constituted officials or authorities.

SUB-SECTION B – LIABILITY TO THIRD PARTIES

DEFINED EVENTS

Any accident caused by or through or in connection with any vehicle described in the Schedule or in connection with the loading and/or unloading of such vehicle in respect of which the Insured and/or any passenger becomes legally liable to pay all sums including claimant's costs and expenses in respect of:

1. death of or bodily injury to any person, excluding death of or bodily injury to any person in the employ of the Insured arising from and in the course of such employment or being a member of the same household or family as the Insured;
2. damage to property other than property belonging to the Insured or held in trust by or in the custody or control of the Insured or being conveyed by, loaded onto or unloaded from such vehicle.

The Company will also, in terms of and subject to the limitations of and for the purposes of this Sub-Section:

1. pay all costs and expenses incurred with their written consent, and shall be entitled at their discretion to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this Sub-Section, or for defending in any magistrate's court any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this Sub-Section;

   PROVIDED THAT:

   the total of the Company's liability under both this Extension and Sub-Section B shall not exceed the limit of liability stated in the Schedule;

2. indemnify any person who is driving or using such vehicle on the Insured's order or with the Insured's permission;

   PROVIDED THAT:

   1. such person shall, as though he were the Insured, observe, fulfil and be subject to the Terms, Exceptions and Conditions of this insurance in so far as they can apply;
   2. such person driving such vehicle has not to the Insured's knowledge been refused any motor insurance or continuance thereof by any insurer;
   3. indemnity shall not apply in respect of claims made by any member of the same household or family as such person;
   4. such person is not entitled to indemnity under any other policy except in respect of any amount not recoverable thereunder;

3. indemnify the Insured while personally driving or using any private type motor car not belonging to the Insured and not leased or hired to the Insured under a lease or suspensive sale agreement, provided the Insured is an individual and has insured hereunder a vehicle described under Vehicle Definition 1 or 2;

   PROVIDED THAT:

   the Company shall not be liable for damage to the vehicle being driven or used;

4. indemnify the Insured in respect of liability arising from the towing by a vehicle (other than for reward) of any other vehicle or trailer (including liability in connection with the towed vehicle or trailer);

   PROVIDED THAT:

   the Company shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon.

LIMITS OF INDEMNITY (applicable to Sub-Section B)

The liability of the Company under this Sub-Section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the Schedule.

SPECIFIC EXCEPTIONS (applicable to Sub-Section B)

The Company shall not be liable under this Sub-Section in respect of:

1. any compensation or claim which falls within the scope of any Compulsory Motor Vehicle Insurance enactment. This Exception shall apply notwithstanding that no other insurance under such enactment is in force or has been effected and regardless of whether the applicable legislative fund is unable to or incapable of providing compensation;
2. death of or injury to any person being carried in or upon or entering or getting into or alighting from a vehicle described in Vehicle Definition 2, 3, 4 or 5 at the time of the occurrence of the event from which any claim arises (except any person being carried in or upon or entering or getting onto or alighting from a permanently enclosed passenger carrying compartment of a commercial vehicle with a carrying capacity not exceeding 1 500 kg (one thousand five hundred kilograms));
3. liability arising from the operation, demonstration or use (for purposes other than maintenance or repair of the vehicle) of any tool or plant forming part of or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant. This Exception shall not apply to forklift trucks;
4. if it is required that the driver of the insured vehicle effects a separate third party liability insurance specific to any other country concerned, then the Company will not indemnify the Insured for any legal liability incurred through the use or possession of the insured vehicle whilst in the country concerned outside the borders of South Africa.

SUB-SECTION C – EMERGENCY EXPENSE SHORTFALL

DEFINED EVENTS

If an occupant in the specified part of a vehicle described below, in direct connection with such vehicle, sustains bodily injury by violent, accidental, external and visible means, the Company will pay to the Insured the emergency expense shortfall incurred as a result of such injury up to R10 000 (ten thousand rand) per injured occupant and R50 000 (fifty thousand rand) in total for all occupants injured as a result of an occurrence or series of occurrences arising out of one event.

The amount payable under this Sub-Section shall be reduced by any amount recoverable under any workmen's compensation enactment or similar legislation or under any medical expenses scheme or medical insurance.

The term 'emergency expense shortfall' includes any costs incurred to free such injured occupant from such vehicle or to bring such injured occupant to a place where medical treatment can be given.

Defined vehicle but only if it is insured in terms of Sub-Section A of this Section	Specified part of vehicle in which the injury must occur
Any private-type motor car or motorised caravan	Anywhere inside the vehicle
Any other type of insured vehicle other than a bus or taxi	The permanently enclosed passenger-carrying compartment

This benefit applies regardless of whether the applicable legislative fund is unable to or incapable of providing compensation.

SPECIFIC EXCEPTIONS (applicable to all Sub-Sections)

1. The Company shall not be liable for any accident, injury, loss, damage or liability:

   1.1 whilst the vehicle is being used with the general knowledge and consent of the Insured otherwise than in accordance with the Description of use Clause;

   1.2 incurred outside the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi and Mozambique, but the Company will indemnify the Insured against loss of or damage to any vehicle while in transit by sea or air between ports or places in these territories including loading and unloading incidental to such transit;

   PROVIDED THAT:

   the Company will not be liable for any accident, injury, loss, damage or liability if the country entered into provides cover on entry;

1.3 arising from the ownership, possession or use of vehicles:

1.3.1 used principally for the transportation of explosives such as nitroglycerine, dynamite or any other substance generally classified as a highly explosive substance or for the transport of hazardous chemicals;

1.3.2 in the underground workings of any mine or on the apron or runway at any airport;

1.4 incurred while any vehicle is being driven by:

1.4.1 the Insured:

1.4.1.1 while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than themself); or

1.4.1.2 while the blood alcohol percentage of the Insured exceeds the statutory limit at the time of the occurrence; or

1.4.1.3 while not holding a valid driver's licence to drive such vehicle;

1.4.2 any other person with the general consent of the Insured who, to the Insured's knowledge:

1.4.2.1 is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than themself); or

1.4.2.2 while the blood alcohol percentage of such person exceeds the statutory limit at the time of the occurrence; or

1.4.2.3 who does not hold a valid driver's licence to drive such vehicle, but this shall not apply if the Insured was unaware that the driver did not hold a valid driver's licence and the Insured can prove to the satisfaction of the Company that, in the normal course of their business, procedures are in operation to ensure that only drivers with valid licences are permitted to drive insured vehicles;

1.4.3 or is under control for the purpose of being driven by a person who does not hold a current valid Professional Driving Permit (PrDP) to drive such a vehicle as required in terms of the National Road Traffic Act (including any amendments thereto). This Exception also applies if the said person has held a PrDP but has not renewed it and is applicable to all drivers of:

1.4.3.1 goods vehicles with a gross vehicle mass (GVM) exceeding 3 500kg (three thousand five hundred kilograms);

1.4.3.2 breakdown vehicles;

1.4.3.3 buses;

1.4.3.4 mini-buses with a GMV exceeding 3 500kg (three thousand five hundred kilograms) or with 12 (twelve) or more seats (including the driver);

1.4.3.5 motor vehicles conveying persons for reward;

1.4.3.6 motor vehicles conveying more than 12 (twelve) persons;

1.4.3.7 any vehicle for which an operating licence is issued;

1.4.3.8 any vehicle carrying dangerous goods;

but this shall not apply if the Insured was unaware that the driver did not hold a valid licence and the Insured can prove to the satisfaction of the Company that, in the normal course of business, procedures are in operation to ensure that only licensed drivers with valid licences are permitted to drive insured vehicles;

PROVIDED THAT:

any driver shall be deemed to be licensed to drive the vehicle if they comply with the licensing laws relating to any of the territories referred to under Specific Exception 1.2.1 or if a licence is not required by law, or while such driver is learning to drive and is complying with the laws relating to learner drivers.

It is understood that for the purpose of Specific Exception 1, if the Insured is a company or close corporation, the term Insured shall include any director or senior manager of such company or close corporation.

2. The Company shall not be liable for any claim arising from contractual liability, unless such liability would have attached to the Insured notwithstanding such contractual agreement.

SPECIFIC CONDITIONS

Driver's licence

A valid driver's licence is a licence that has not been cancelled, suspended or revoked.

If, during the currency of this Section, any driver's licence in favour of the Insured or their authorised driver is endorsed, suspended, cancelled or revoked, or the Insured or their authorised driver is charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the Company immediately upon the Insured having knowledge of such fact and continuation of cover under this section must be given in writing by the Company to the Insured.

Vehicle security/immobiliser

1. If the Company specifies that a particular type of security system must be installed in any insured vehicle stated in the Schedule of this Section, for the Insured to qualify for theft cover in terms of this Policy or if the Insured receives a security discount on any insured vehicle stated in the Schedule of this Section, the onus rests upon the Insured, in the event of theft of any such insured vehicle, to prove that the security system was installed, engaged and fully operational.
2. The Insured shall ensure that the service agreement with and/or recommendations made by the manufacturers and/or installers of any such security system are adhered to at all times. This includes regular self-testing or testing otherwise.
3. The Company shall not be liable in respect of any loss or damage arising from theft of such vehicle if the Insured:

    3.1 fails to install any required security device or to engage and/or activate it prior to the theft of the vehicle;

    3.2 cancels the service agreement;

    3.3 fails to pay any subscription due in terms of such agreement.

In the event that the Company specifies that any tracking device must be installed in an insured vehicle, the Insured must make sure that the insured vehicle is linked up to the tracking services at all times and that the insured vehicle's tracking unit is operational and armed at all times.

CLAUSES AND EXTENSIONS

Additional costs

In addition to the Limit of indemnity (as defined under Sub-Section A), the Company will pay for:

1. protection and removal:

the cost of protection and removal to the nearest repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;

2. storage:

the cost of storage at the nearest yard, place of safety or repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;

3. delivery after repair:

the cost of delivery to the Insured, after repair of such loss or damage, to the permanent address of the Insured per the following territorial scope:

Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi or Mozambique;

4. emergency repairs:

the Insured may give instructions for emergency repairs to be executed without the previous consent of the Company provided a detailed estimate is first obtained and forwarded to the Company;

PROVIDED THAT:

1. a valid claim is submitted under Sub-section A;
2. the Company shall not be responsible to pay more than R40 000 (forty thousand rand) in the aggregate any one event per vehicle in respect of 1, 2, 3 and 4 above.

Contingent liability

The indemnity under Sub-Section B includes claims made against:

1. the Insured in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not the property of or provided by the Insured, while being used by any partner or director or employee of the Insured (hereinafter in this Extension referred to as 'Such person');
2. any Such person in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not belonging to Such person or to the Insured or leased or hired by either of them, but only in so far as Such person has not been refused any motor insurance or continuance thereof by any insurer;

PROVIDED THAT:

1. Exception 2 under Sub-section B is deleted;
2. the Company shall not be liable for loss of or damage to any motor vehicle being used for the purposes and in the manner described in 1. and 2. above;
3. the payment by the Insured of subsidies or travel allowances to Such person for the use of their own vehicle for official purposes of the Insured, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this Extension;
4. if, at the time of the occurrence of any accident giving rise to a claim under this Extension, the Insured or Such person is entitled to indemnity under any other policy in respect of the same occurrence, the Company shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy;
5. the Terms, Exceptions and Conditions of the Policy shall otherwise apply;
6. the Company's liability shall not exceed R2 500 000 (two million five hundred thousand rand) for each and every occurrence.

Cross liabilities

Where more than one Insured is named in the Schedule, the Company will indemnify each Insured separately and not jointly, and any liability arising between such Insured shall be treated as though separate policies had been issued to each;

PROVIDED THAT:

the aggregate liability of the Company shall not exceed the limit of indemnity stated in the Schedule.

Emergency accommodation

Accommodation for the Insured and/or spouse as well as any passenger travelling with the Insured in respect of an emergency as a result of:

1. loss or damage to the vehicle; or
2. mechanical, electronic or electrical breakdown of the vehicle;

PROVIDED THAT:

the Company's liability shall not exceed:

1. R1 000 (one thousand rand) per person; and

2. R5 000 (five thousand rand) in the aggregate any one occurrence; and
3. R10 000 (ten thousand rand) in the annual aggregate.

This Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).

Fire, lightning and explosion

The first amount payable shall not be applicable to loss or damage as a result of fire, lightning or explosion.

First amount payable

In respect of each and every occurrence giving rise to a claim under Sub-Section A, the Insured shall be responsible for the first amounts payable stated in the Schedule (according to the type of vehicle) of any expenditure (or any less expenditure which may be incurred) for which provision is made under Sub-Section A (including any payment in respect of costs, expenses and fees), and of any expenditure by the Company in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the Company shall include any first amount payable for which the Insured is responsible, such amount shall be paid by the Insured to the Company.

Loss of fuel

The Company will pay for loss of fuel from the fuel tank of the vehicle stated in the Schedule as a result of:

1. a collision involving the vehicle; or
2. theft/hijacking of the vehicle or any attempt thereat accompanied by violence or threat of violence;

PROVIDED THAT:

1. the Insured shall provide proof of the quantity of fuel contained in the vehicle's fuel tank at the time of loss;
2. the Company’s liability shall not exceed R2 000 (two thousand rand) any one occurrence.

The Insured shall pay in addition all other first amounts payable in terms of the original claim.

Loss of locks, keys, central locking devices and remotes

The Company will indemnify the Insured in respect of the cost of replacing locks, keys, central locking devices and remotes including the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of any insured vehicle, following upon the disappearance of any key or alarm controller of such vehicle or following upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller;

PROVIDED THAT:

the Company's liability shall not exceed R20 000 (twenty thousand rand) in respect of any one event.

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

Parking facilities and movement of third-party vehicles

This Section extends to indemnify the Insured in respect of accidents caused by or through or in connection with the moving of any vehicle (not owned or borrowed by or hired or leased to the Insured) by any person in the employment of the Insured or acting on the Insured's behalf;

PROVIDED THAT:

1. this Extension shall not apply in respect of damage to vehicles which are parked for reward;
2. the Company's liability shall not exceed R2 500 000 (two million five hundred thousand rand) any one event.

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

For the purpose of this Extension, such vehicle (and its contents) shall not be deemed to be held in trust by or in the custody or control of the Insured.

Passenger liability

Specific Exception 2 to Sub-Section B shall not apply to vehicles described in definitions 2, 3 or 4;

PROVIDED THAT:

1. this Extension does not apply to special type vehicle, quad bikes or golf carts;
2. the limit of indemnity for any one occurrence shall not exceed R2 500 000 (two and a half million rand).

Principals

Notwithstanding Specific Exception 2 (applicable to all Sub-Sections), the indemnity under Sub-Section B extends to indemnify to the extent required by the general conditions of contract published by the Joint Building Contracts Committee, the South African Association of Consulting Engineers, the South African Institution of Civil Engineers and in connection with any liability arising from the performance of such contract, any principal named in such contract entered into by the Insured for the purposes of the business;

PROVIDED THAT:

the liability of the Company shall not exceed the Limit of indemnity stated in the Schedule.

Repair, reinstate or replace

The Company may, at its own option and discretion, repair, reinstate or replace the vehicle or any part thereof and/or its accessories and spare parts therein or thereon or may pay in cash the amount of the loss or damage not exceeding the Limit of indemnity (as defined under Sub-Section A).

If the Company replaces or reinstates such vehicle the Company shall have the option to take ownership of the vehicle.

Repatriation of vehicles used outside the territorial scope

If an insured vehicle is lost or damaged within the territorial scope of this Policy but outside the Republic of South Africa, the Company will pay for reasonable costs incurred:

1. **occupants:**

   in repatriating up to 4 (four) occupants back to the place of residence within the Republic of South Africa subject to a maximum amount of R20 000 (twenty thousand rand) per event;

2. **vehicle transport cost:**

   for the costs and expenses of transporting the vehicle to the nearest border post in the Republic of South Africa, or as agreed with the Company, subject to a maximum of R20 000 (twenty thousand rand) per event;

3. **temporary repairs:**

   or the costs of any temporary repairs undertaken by a repairer situated outside the Republic of South Africa subject to a maximum of R20 000 (twenty thousand rand);

   PROVIDED THAT:

   the Insured shall provide the Company with all relevant and supporting documentation relevant to the costs incurred on request.

This Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).

Roadworthiness/compliance

The Insured must maintain the insured vehicle in an efficient and roadworthy condition in compliance with the National Road Traffic Act 93 of 1996 (as amended or substituted) and the Regulations promulgated thereunder, or any similar legislation which applies to the Territorial Limits.

Sound equipment

In respect of each and every occurrence giving rise to a claim following upon theft or attempted theft of motor radios, cassette players and any other equipment of a similar nature or telephones:

1. **if supplied by the manufacturer when new**

   the replacement value of the item subject to the first amount payable stated in the Schedule;

2. **not supplied by the manufacturer when new (after-market installation)**

   not specified as a separate item in the Schedule, limited to R5 000 (five thousand rand) per event;

3. **specified in the Schedule**

   the amount stated in the Schedule and reduced by the first amount payable stated in the Schedule.

Spare parts

In the event of any part being unprocurable as a standard (ready-manufactured) article within the Republic of South Africa, the liability of the Company shall be discharged by the payment of an amount equal to the value of such part at the time of loss but not exceeding the manufacturer's latest price list operative in the Republic of South Africa and the reasonable cost of freight, other than by air, and current labour charge applicable thereto.

Suspensive sale

If, to the knowledge of the Company, the vehicle is subject to a suspensive sale or similar agreement, such payment shall be made to the owner described therein whose receipt shall be in full and final discharge to the Company in respect of such loss or damage.

Tracking device

If the tracking device fitted to the vehicle is unrecoverable or damaged beyond repair, the Company will pay the reasonable replacement value of such device up to R2 000 (two thousand rand) per event.

Vehicle replacement

The Company shall instead of a monetary payment and subject to the consent of the Insured and/or of any other interested party known to the Company replace the said motor vehicle with a new motor vehicle of the same type and model (subject to the availability thereof) if within 12 (twelve) months after the first registration of the vehicle and subject to it not having been driven for more than 30 000 km (thirty thousand kilometres);

PROVIDED THAT:

1. the loss of the vehicle is as a result of theft and if the said vehicle cannot be traced within a reasonable period after the theft thereof has been reported to the Company; or
2. the vehicle is damaged to the extent that the cost of repairs exceeds 70% (seventy percent) of its list price plus taxes when new;

PROVIDED FURTHER THAT:

1. the basis of indemnity will be the current cost of a new motor vehicle of the same or similar model subject to a limit of 120% (one hundred and twenty percent) of the maximum indemnity as stated in the Schedule, less any first amounts payable;
2. in the event of a vehicle being replaced under the circumstances as described in Provisions 1 and 2 above, the Company shall be entitled to the possession and ownership of the lost or damaged vehicle.

This Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).

Vehicle sharing

The acceptance of payment for giving lifts to passengers in private-type motorcars (as defined) and in the passenger-carrying compartment of light delivery vehicles with a gross vehicle mass not exceeding 3 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 Clause;

PROVIDED THAT:

1. the passengers are not being carried in the course of a passenger-carrying business;
2. the total payments received for such journeys do not involve any element of profit.

Waiver of subrogation rights

For the purposes of this Section, the Company waives all rights of subrogation or action which they may have or acquire against any other person to whom the indemnity hereunder applies, and each such person shall observe, fulfill and be subject to the Terms, Exceptions and Conditions (both general and specific) of this insurance in so far as they can apply.

War

In respect of Sub-Section B and C only, General Exception 1. *War, riot and terrorism* is deleted and replaced by the following:

"This Section does not cover war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power."

Windscreen/Glass

The Company will pay for the cost to repair or replace for damage to windscreen glass, side or rear glass, head or tail lamps, or fitted spotlights forming part of any vehicle as stated in the Schedule;

PROVIDED THAT:

1. no other damage has been caused to the vehicle giving rise to a claim under the Policy;
2. the Insured shall be responsible for the first amount payable (applicable to glass) stated in the Schedule of each and every loss.

Wreckage removal

The cover provided under Sub-Section A of this Section is extended to include costs and expenses incurred by the Insured in respect of the clearing up and removal of debris and wreckage of any insured vehicle following damage to such vehicle by a Defined Event;

PROVIDED THAT:

in addition to the limit of indemnity under Sub-Section A of this Section, the Company's liability under this Extension shall not exceed R20 000 (twenty thousand rand) in respect of any one occurrence.

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

Credit shortfall

If any total loss settlement under Sub-Section A is less than the amount owing to the financier under a current installment sale or lease agreement, the Company will pay to the Insured an additional amount equal to the shortfall less:

1. any arrears installments or rentals including interest payable on such arrears;
2. all refunds of premium for cancellation of any insurance cover relating to the motor vehicle;
3. the increased installments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled;
4. the first amount payable under Sub-Section A;

PROVIDED THAT:

1. the amounts payable shall not exceed the maximum indemnity less the first amount payable under Sub-Section A;
2. this endorsement shall not apply to an agreement whereby the amount of any single installment other than the final residual amount after the initial payment differs by more than 10% (ten percent) from any other installment;
3. if such shortfall is as a result of a re-advance under an installment sale or refinancing in terms of a lease the insurance by this Extension shall be void;
4. the amount payable under this Extension shall not exceed the amount stated in the Schedule subject to the Terms, Provisions and Conditions of this Extension.

Loss of use

If a comprehensively insured vehicle is stolen, hijacked or damaged and for which the Company accepted liability to compensate for, the Company will pay to the Insured the equivalent rental cost of a replacement vehicle;

PROVIDED THAT:

1. Cost of the vehicle rented:
    1.1 the daily rental cost shall not exceed the amount stated in the Schedule;
    1.2 all delivery and/or collection costs;
    1.3 administration costs chargeable by the vehicle hire company;

    subject to a maximum of R2 500 (two thousand five hundred rand) for each and every event in terms of 1.2 and 1.3 above.

2. Excluded costs (costs the Company shall not be liable to pay):
    2.1 any deposits payable;
    2.2 fuel used during the rental period;
    2.3 parking fees, speeding fines or fines, toll or e-toll costs;
    2.4 excesses payable to the rental company.

3. The rental period:
    3.1 starts on the day the Company admits liability in terms of the original claim and agrees to the rental;
    3.2 the rental period shall cease at the time when:
        3.2.1 the vehicle is recovered upon theft (and repaired if necessary) and returned to the owner;
        3.2.2 the vehicle is repaired after being damaged and returned to the owner;
        3.2.3 the Company has discharged liability in respect of the loss suffered;
        3.2.4 after 30 (thirty), 45 (forty five) or 60 (sixty) consecutive days (as stated in the Policy Schedule);

        whichever occurs first.

PROVIDED FURTHER THAT:

the rental costs will be borne by the Insured and the rental invoice submitted to the Company for reimbursement following the conclusion of the rental period as stated.

This Extension is only applicable to heavy commercial vehicles with a GVM in excess of 3 500 kg (three thousand five hundred kilograms).

Retail value plus

If the vehicle described in the Policy Schedule, covered under Sub-Section A, is stolen, hijacked or damaged beyond economical repair and for which the Company accepted liability to compensate for, the Company will pay the Reasonable retail value (as per the Defined Events) at the time of loss, plus the additional percentage selected plus any specified accessories as as stated in the Policy Schedule;

PROVIDED THAT:

1. The Company's liability shall not exceed:
    1.1 the maximum indemnity stated in the Policy Schedule against such vehicle; or
    1.2 the Reasonable retail value (as per the Defined Events) as at the time of loss PLUS the additional percentage selected PLUS any specified accessories, as stated in the Policy Schedule;

    less the first amount payable under Sub-Section A, whichever is the lesser;

2. the Insured shall provide the Company with written proof, obtained from a motor dealer, accredited professional valuator or registered motor club, confirming the value of the vehicle as at the time of loss.

This Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).

Riot and strike

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein, this Section is extended to cover damage directly occasioned by or through or in consequence of:

1. civil commotion, labour disturbances, riot, strike or lockout;
2. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 1. above;

PROVIDED THAT:

this Extension does not cover:

1. loss or damage occurring in the Republic of South Africa and Namibia;
2. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
5. loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company can demonstrate that, by reason of Provision 1, 2, 3, 4 or 5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

Unauthorised passenger's personal injury liability

The indemnity under Sub-Section B, notwithstanding Exception 2 thereto, extends to cover the Insured's legal liability for death of or bodily injury to persons while being carried in or upon or entering or getting onto or alighting from any vehicle in contravention of the Insured's instructions to their driver not to carry passengers. The limit of indemnity for any one occurrence shall not exceed the amount stated in the Schedule.

Vehicle hire

If a comprehensively insured vehicle is stolen, hijacked or damaged and for which the Company accepted liability to compensate for, the Company will in their discretion pay to the Insured the equivalent rental cost of a replacement vehicle or arrange for a replacement vehicle;

PROVIDED THAT:

1. Cost and capacity of vehicle rented:

    1.1 the daily rental cost shall not exceed the amount stated in the Schedule;
    1.2 the engine capacity of the hired vehicle shall not exceed 2 000 cc (two thousand cubic centimetres);
    1.3 the carrying capacity of the hired vehicle shall not exceed 3 500kg (three thousand five hundred kilograms);
    1.4 all delivery and/or collection costs;
    1.5 administration costs chargeable by the vehicle hire company;

    subject to a maximum of R2 500 (two thousand five hundred rand) for each and every event in terms of 1.4 and 1.5 above.

2. Excluded costs (costs the Company shall not be liable to pay):

    2.1 any deposits payable;
    2.2 fuel used during the rental period;

2.3 parking fees, speeding fines or fines, toll or e-toll costs;
2.4 excesses payable to the rental company.

3. The rental period:

3.1 starts on the day the Company admits liability in terms of the original claim and agrees to the rental;
3.2 the rental period shall cease at the time when:

3.2.1 the vehicle is recovered upon theft (and repaired if necessary) and returned to the owner;
3.2.2 the vehicle is repaired after being damaged and returned to the owner;
3.2.3 the Company has discharged liability in respect of the loss suffered;
3.2.4 after 30 (thirty), 45 (forty five) or 60 (sixty) consecutive days (as stated in the Policy Schedule);

whichever occurs first.

This Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).

Waiver of basic compulsory first amount payable

The basic first amount payable (applicable to Sub-Section A) as stated in the Schedule is hereby cancelled;

PROVIDED THAT:

1. this Extension applies to the Insured and their designated driver who is older than 25 (twenty five) years of age and has held a valid driver's licence for more than 5 (five) years and which is unendorsed;
2. this Extension shall not apply to windscreen claims and if the loss or damage is as a result of theft or hijacking of the vehicle.

This Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).

OPTIONAL LIMITATION OF COVER (if stated in the Schedule to be applicable)

Third party only limitation

The following are cancelled:

1. Sub–Section A;
2. Sub–Section C.

Third party, fire and theft only limitation

The liability of the Company under Sub-Section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion or theft/hijack. Furthermore, Sub-Section C is cancelled.

MOTOR TRADERS RISK

SUB-SECTION A – LOSS OR DAMAGE

DEFINED EVENTS

Loss of or damage to any vehicle as defined in Definitions arising in the course of the Insured's business including its accessories and spare parts whilst therein or thereon but excluding (unless supplied by the manufacturer when new) car radios, tape players, compact disc players or any sound equipment, and occurring whilst the vehicle is:

1. on the road;
2. temporarily garaged during the course of a journey elsewhere, other than in or on any business premises owned and/or occupied by the Insured, anywhere in the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Mozambique and Malawi;
3. in or on the premises of the Insured as specified in the Schedule.

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)
Damage	physical damage to the vehicle
Description of use	the vehicle as defined in Definitions may only be used for: 1. the business purposes of the Insured; 2. tuition provided by the Insured provided the learner driver is accompanied by a fully licenced driver who is the Insured, a member, director or employee of the Insured; 3. demonstration including driving of the vehicle by the person to whom it is being demonstrated provided the driver is accompanied by a member, director or employee of the Insured and is fully licensed to drive a similar vehicle; 4. social, domestic and pleasure purposes by any person other than the Insured, a member, director or employee of the Insured, whether such use is incidental to the business or not; PROVIDED THAT: the Company shall not be liable in the event of: 1. transit delivery or convoying by or on behalf of the Insured by any casual driver(s) or person(s) not wholly and regularly engaged in the employ of the Insured; 2. any vehicle as defined being hired out or used as a taxi or for public or private hire; 3. racing, pace making, rallies, speed or time trials or taking part in contests or driving in a match for a wager; 4. the carrying of fare-paying guests or passengers of a hotel, lodge or boarding house (including B&B's) or any relevant business if the Insured is the keeper or shareholder of such institution; 5. the vehicle as defined involved in the carrying of explosives; 6. the vehicle as defined used outside the prescriptions of the manufacturer or carry a load more than the prescribed load capacity or for which the vehicle has been constructed
Driver's licence	an official document that is legally recognized within the Republic of South Africa that grants the insured, or their authorised driver, permission to drive a motor vehicle. The issuance of a valid driver's license must be done by a legally authorized government authority, the Driving License Testing Centre (DLTC), which operates under the supervision of the provincial and national Department of Transport or equivalent authority

Employee	any person employed by the Insured and acting in the course of the business
Injury	bodily injury including death and illness
Limit of indemnity	the limit of indemnity for loss of or damage to any vehicle is as stated in the Schedule and shall be the maximum amount payable by the Company in respect of such loss or damage but shall not exceed: **1. Vehicle definitions 1 and 2:** the value as stated in the books of the dealer reflecting the purchase price of such vehicle plus expenses paid in order to improve the condition or to maintain the roadworthiness of such vehicle; **2. Vehicle definition 3:** the Reasonable retail value (as defined) of the vehicle, its accessories and spare parts therein or thereon at the time of such loss or damage
Loss	disappearance, lost through hold-up or hi-jacking and forcible dispossession which was reported to the South African Police Service
Occurrence	an occurrence or series of occurrences arising from one cause in connection with any one vehicle in respect of which indemnity is provided by this insurance
Premises	any premises stated in the Schedule, occupied by the Insured for the purpose of the business and shall include open-air car parks and pavements immediately adjacent to the premises, including street parking abutting such pavements
Purchase price	the price paid as a trade in or cash purchase from a third party
Reasonable retail value	the reasonable retail value of the vehicle and its accessories and spare parts thereon or therein at the time of such loss or damage shall be determined by the current Auto Dealers Guide or Commercial Vehicle Guide
Vehicle	1. any motor vehicle, trailer, motorcycle, scooter and quad bike which is the property of or in the custody or control of the Insured but excluding vehicles of any description: 1.1 being the property of the Insured other than trading stock; 1.2 hired or sold under a suspensive sale or other deferred ownership agreement; 2. any vehicle (mechanically propelled or otherwise) attached to a vehicle covered under 1. above for the purpose of being towed or salvaged; 3. any vehicle as described in 1. and 2. above belonging to any customer

SPECIFIC EXCEPTIONS (applicable to Sub-Section A)

The Company shall not be liable to pay for any:

1. consequential loss as a result of any other cause whatsoever;
2. money paid towards the upgrade of or extension of a maintenance plan or similar expense;
3. depreciation in value whether arising from repairs following a Defined Event or otherwise;
4. wear and tear;
5. mechanical, electronic or electrical breakdown, failure or breakage;
6. damage to tyres:

   6.1 by application of brakes; or
   6.2 by road punctures, cuts or bursts; or
   6.3 as a result of inequalities of the road or other surface or to impact with such inequalities;

   UNLESS:

   damage to tyres is accompanied by damage to other parts of the vehicle;

7. damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities;
8. damage to the insured vehicle caused by or attributable to the un-roadworthy condition of the vehicle;
9. loss, damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding, nationalisation or requisition legally carried out by Customs, Police Services, Crime Prevention Units or any lawfully constituted officials or authorities;
10. loss of or damage to accessories or spare parts by theft unless the vehicle is stolen at the same time;
11. loss of or damage that is covered under any other Section of this Policy or any other Policy that provides cover for fire and allied perils and/or theft;
12. theft (or any attempt thereat) of any vehicle from the premises unless accompanied by visible signs of physical damage to the premises following forcible and violent entry into or exit from such premises or following violence or threat of violence.

SPECIFIC CONDITIONS (applicable to Sub-Section A)

The Insured is responsible for ensuring that:

1. car keys:

car keys are kept away in a locked safe during and after business hours unless the vehicle is being demonstrated, worked upon, or otherwise in use;

2. theft of vehicles:

2.1 vehicles parked on the premises overnight are kept in a locked building. Theft of the vehicle(s) must be accompanied by visible signs of physical damage to the building following forcible and violent entry into or exit from such building;

2.2 vehicles that are parked on the premises overnight but that are not in a locked building (in the open) are kept in a fenced in area behind lock and chain, or parking bollard or as agreed by the Company and theft of the vehicle(s) must be accompanied by visible signs of physical damage to the fenced in area following forcible and violent entry into or exit from such fenced in area;

2.3 there is a security system in place that records and monitors vehicle movement onto the premises and leaving the premises;

3. vehicles parked in the open:

3.1 are parked under shade/hail nets or a roof, canopy or protective structure;

3.2 hail nets are SABS approved and are replaced every 5 (five) years;

3.3 the structure is professionally erected;

3.4 the nets are at a sufficient angle to allow for sufficient run off of hail;

4. wash bays:

the driver is fully licensed and competent to drive vehicles on and around the premises.

SUB-SECTION B – LIABILITY TO THIRD PARTIES

DEFINED EVENTS

Any accident caused by or through or in connection with any vehicle (as defined in Definitions) or in connection with the loading and/or unloading of such vehicle against all sums including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of:

1. death of or bodily injury to any person, excluding death of or bodily injury to any person in the employ of the Insured arising from and in the course of such employment or being a member of the same household or family as the Insured;
2. damage to property other than property belonging to the Insured or held in trust by or in the custody or control of the Insured or being conveyed by or loaded onto or unloaded from such vehicle.

The Company will also, in terms of and subject to the limitations of and for the purposes of this Sub-Section:

1. pay all costs and expenses incurred with their written consent and shall be entitled at their discretion to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this Sub-Section or for defending in any court of law any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this Sub-Section, or for defending in any magistrate's court any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this Sub-Section;

   PROVIDED THAT:

   the total of the Company's liability under both this Extension and Sub-Section B shall not exceed the Limit of indemnity stated in the Schedule to apply to Sub-Section B;

2. indemnify any person who is driving or using such vehicle on the Insured's order or with the Insured's permission;

   PROVIDED THAT:

   1. such person shall as though they were the Insured observe, fulfill and be subject to the Terms, Exceptions and Conditions of this insurance to the extent that they can apply;
   2. such person driving such vehicle has not been refused any motor insurance or continuance thereof by any insurer;
   3. indemnity shall not apply in respect of claims made by any member of the same household or family as such person;
   4. such person is not entitled to indemnity under any other policy except in respect of any amount not recoverable under such other policy;

3. indemnify the Insured in respect of liability arising from the towing by a vehicle of any other vehicle or trailer (including liability in connection with the towed vehicle or trailer);

   PROVIDED THAT:

   the Company shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon.

LIMITS OF INDEMNITY (applicable to Sub-Section B)

Unless otherwise stated the liability of the Company under this Sub-Section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the Schedule.

SPECIFIC EXCEPTIONS (applicable to Sub-Section B)

The Company shall not be liable under this Sub-Section in respect of:

1. any compensation or claim as falls within the scope of any Compulsory Motor Vehicle Insurance enactment. This Exception shall apply notwithstanding that no other insurance under such enactment is in force or has been effected and regardless of whether the applicable legislative fund is unable to or incapable of providing compensation;
2. death of or injury to any person being carried in or upon or entering or getting onto or alighting from:

   2.1 any motorcycle, motor scooter or side-car attached thereto or quad bike at the time of the occurrence of the event from which any claim arises;

   2.2 any vehicle, other than from or in the permanently enclosed passenger-carrying compartment of such vehicle;

3. liability arising from the operation, demonstration or use (for purposes other than maintenance or repair of the vehicle) of any tool or plant forming part of or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant. This Exception shall not apply to forklift trucks;
4. if it is required that the driver of the insured vehicle effects a separate third party liability insurance specific to any other country concerned, then the Company will not indemnify the Insured for any legal liability incurred through the use or possession of the insured vehicle whilst in the country concerned outside the borders of South Africa.

SUB-SECTION C – EMERGENCY EXPENSE SHORTFALL

DEFINED EVENTS

If an occupant in the specified part of a vehicle described below, in direct connection with such vehicle, sustains bodily injury by violent, accidental, external and visible means, the Company will pay to the Insured the emergency expense shortfall incurred as a result of such injury up to R10 000 (ten thousand rand) per injured occupant and R50 000 (fifty thousand rand) in total for all occupants injured as a result of an occurrence or series of occurrences arising out of one event.

The amount payable under this Sub-Section shall be reduced by any amount recoverable under any workmen's compensation enactment or similar legislation or under any medical expenses scheme or medical insurance.

The term 'emergency expense shortfall' includes any costs incurred to free such injured occupant from such vehicle or to bring such injured occupant to a place where medical treatment can be given.

Defined vehicle but only if it is insured in terms of Sub-Section A of this Section	Specified part of vehicle in which the injury must occur
Any private type motor car or motorised caravan	Anywhere inside the vehicle
Any other type of insured vehicle other than a bus or taxi	The permanently enclosed passenger-carrying compartment

This benefit applies regardless of whether the applicable legislative fund is unable to or incapable of providing compensation.

SPECIFIC EXCEPTIONS (applicable to all Sub-Sections)

1. The Company shall not be liable for any accident, injury, loss, damage or liability:

   1.1 whilst the vehicle is being used with the general knowledge and consent of the Insured otherwise than in accordance with the Description of use definition;

   1.2 whilst the vehicle is being used for any unauthorised purpose by an Employee of the Insured or by any other person with whom such Employee is or was acting in collusion;

   1.3 incurred outside the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi and Mozambique, but the Company will indemnify the Insured against loss of or damage to any vehicle while in transit by sea or air between ports or places in these territories including loading and unloading incidental to such transit;

   PROVIDED THAT:

   the Company will not be liable for any accident, injury, loss, damage or liability if the country entered into provides cover on entry;

   1.4 incurred while any vehicle is being driven by:

   1.4.1 the Insured:

   1.4.1.1 while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than themself); or

   1.4.1.2 while not holding a valid driver's licence to drive such vehicle;

   1.4.2 any other person with the general consent of the Insured who, to the Insured's knowledge:

   1.4.2.1 is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than themself); or

1.4.2.2 does not hold a valid driver's licence to drive such vehicle, but this shall not apply if the Insured was unaware that the driver did not hold a valid driver's licence and the Insured can prove to the satisfaction of the Company that, in the normal course of their business, procedures are in operation to ensure that only drivers with valid licences are permitted to drive insured vehicles;

PROVIDED THAT:

any driver shall be deemed to be licenced to drive the vehicle if the driver is complying with the licensing laws relating to any of the territories referred to under Specific Exception 1.3.1 or if non-compliance with any licensing law is solely because of failure to renew any licence subject to periodic renewal or if a licence is not required by law or while such driver is learning to drive and is complying with the laws relating to learner drivers;

1.5 defective workmanship or consequential loss as a result thereof to any vehicle in or on the premises;

1.6 damage to property sustained while it is being worked upon and directly resulting from such work;

1.7 occurring by or through the use of any vehicle hoist or vehicle ramp unless otherwise stated in the Schedule.

2. The Company shall not be liable for any claim arising from contractual liability, unless such liability would have attached to the Insured notwithstanding such contractual agreement.

SPECIFIC CONDITION (applicable to all Sub-Sections)

Driver's licence

A valid driver's licence is a licence that has not been cancelled, suspended or revoked.

If, during the currency of this Section, any driver's licence in favour of the Insured or their authorised driver is endorsed, suspended, cancelled or revoked, or if the Insured or their authorised driver is charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the Company immediately upon the Insured having knowledge of such fact and continuation of cover under this section must be given in writing by the Company to the Insured.

CLAUSES AND EXTENSIONS (applicable to all Sub-Sections)

Additional costs

In addition to the Limit of indemnity (as defined under Sub-Section A), the Company will pay for:

1. protection and removal:

the cost of protection and removal to the nearest repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;

2. storage:

the cost of storage at the nearest yard, place of safety or repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;

3. delivery after repair:

the cost of delivery to the Insured, after repair of such loss or damage, to the permanent address of the Insured per the following territorial scope:

Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi or Mozambique;

4. emergency repairs:

the Insured may give instructions for emergency repairs to be executed without the previous consent of the Company provided a detailed estimate is first obtained and forwarded to the Company;

PROVIDED THAT:

1. a valid claim is submitted under Sub-section A;
2. the Company shall not be responsible to pay more than R40 000 (forty thousand rand) in the aggregate any one event per vehicle in respect of 1, 2, 3 and 4 above.

Contingent liability

The indemnity under Sub-Section B includes claims made against:

1. the Insured in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not the property of or provided by the Insured, while being used by any partner or director or employee of the Insured (hereinafter in this Extension referred to as 'Such person');
2. any Such person in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not belonging to Such person or to the Insured or leased or hired by either of them, but only in so far as Such person has not been refused any motor insurance or continuance thereof by any insurer;

PROVIDED THAT:

1. the Company shall not be liable for loss of or damage to any motor vehicle being used for the purposes other than that stated in the Description of use Clause;
2. the payment by the Insured of subsidies or travel allowances to Such person for the use of their own vehicle for official purposes of the Insured, including the carriage of persons for such purposes is allowed without prejudice to the insurance by this Extension;
3. if, at the time of the occurrence of any accident giving rise to a claim under this Extension, the Insured or Such person is entitled to indemnity under any other policy in respect of the same occurrence, the Company shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy;
4. the Terms, Exceptions and Conditions of this Policy shall otherwise apply;
5. the Company's liability shall not exceed R2 500 000 (two million five hundred thousand rand) for each and every occurrence.

Cross liabilities

Where more than one Insured is named in the Schedule, the Company will indemnify each Insured separately and not jointly, and any liability arising between such Insured shall be treated as though separate policies had been issued to each;

PROVIDED THAT:

the aggregate liability of the Company shall not exceed the limit of indemnity stated in the Schedule.

First amount payable

In respect of each and every occurrence giving rise to a claim under this Sub-Section, the Insured shall be responsible for the first amounts payable stated in the Schedule of any expenditure (or any less expenditure which may be incurred) for which provision is made under this Section (including any payment in respect of costs, expenses and fees) and of any expenditure by the Company in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the Company shall include any first amount payable for which the Insured is responsible, such amount shall be paid by the Insured to the Company forthwith.

Loss of keys

The Company will indemnify the Insured in respect of the cost of replacing locks and keys, including the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of any insured vehicle, following upon the disappearance of any key or alarm controller of such vehicle or following upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller;

PROVIDED THAT:

the Company's liability shall not exceed R10 000 (ten thousand rand) in respect of any one event.

Repair, reinstate or replace

The Company may, at its own option and discretion, repair, reinstate or replace such vehicle or any part part thereof and/or its accessories and spare parts whilst therein or thereon or may pay in cash the amount of the loss or damage not exceeding the Limit of indemnity (as defined under Sub-Section A).

If the Company replaces or reinstates such vehicle the Company shall have the option to take ownership of the vehicle.

Spare parts

In the event of any part being unprocurable as a standard (ready-manufactured) article within the Republic of South Africa, the liability of the Company shall be discharged by the payment of an amount equal to the value of such part at the time of loss but not exceeding the manufacturer's latest price list operative in the Republic of South Africa and the reasonable cost of freight, other than by air, and current labour charge applicable thereto.

Suspensive sale

If, to the knowledge of the Company, the vehicle is subject to a suspensive sale or similar agreement, such payment shall be made to the owner described therein whose receipt shall be in full and final discharge to the Company in respect of such loss or damage.

Vehicles lent or hired to customers

The Description of use Clause is extended to include the use of the vehicle as defined for business purposes by any customer of the Insured or for social, domestic and pleasure purposes;

PROVIDED THAT:

1. the vehicle has been lent or hired to such customer whilst such customer's vehicle is in the custody or control of the Insured for repair, testing, servicing, maintenance, alteration, cleaning or inspection;
2. such customer is not entitled to indemnity under any other policy;
3. such customer shall as though they were the Insured observe, fulfill and be subject to the Terms, Exceptions and Conditions of this Policy insofar as they can apply;
4. the customer driving the vehicle is fully licenced to drive such vehicle in terms of the legislation applying to any territory within the territorial limits;

   PROVIDED THAT:

   they have held and are not disqualified from holding or obtaining such a licence;

5. if a customer is driving such a vehicle whilst learning to drive such person must be compliant with the laws and regulations in force relating to learner drivers and that person shall be deemed to be duly and fully licenced within the meaning of this Clause.

Windscreen/Glass

The Company will pay for the cost to repair or replace for damage to windscreen glass, side or rear glass, head-, tail- or fitted spotlights forming part of any vehicle;

PROVIDED THAT:

no other damage has been caused to the vehicle giving rise to a claim under the Policy.

Work away from premises (applicable to Sub–Section B)

The definition of premises is extended to include any premises not under the control of the Insured at which the Insured is working upon a customer's vehicle.

Wreckage removal

The cover provided under Sub-Section A of this Section is extended to include costs and expenses incurred by the Insured in respect of the clearing up and removal of debris and wreckage of any insured vehicle following damage to such vehicle by a Defined Event;

PROVIDED THAT:

in addition to the limit of indemnity under Sub-Section A of this Section, the limit of the Company's liability under this Extension shall not exceed R20 000 (twenty thousand rand) in respect of any one occurrence.

OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

Legal liability of passengers for acts of negligence

The Company will at the request of the Insured indemnify in terms of Sub-Section B of this Section any person using the vehicle;

PROVIDED THAT:

such person:

1. is not personally driving or in control of the vehicle;
2. is not entitled to indemnity under any other policy;
3. is not under the influence of intoxicating liquor or drugs;
4. shall as though such person were the Insured, observe, fulfill and be subject to the Terms, Exceptions and Conditions of this Section in so far as they can apply.

Riot and strike

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein, this Section is extended to cover damage directly occasioned by or through or in consequence of:

1. civil commotion, labour disturbances, riot, strike or lockout;
2. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 1. above;

PROVIDED THAT:

this Extension does not cover:

1. loss or damage occurring in the Republic of South Africa and Namibia;
2. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically Insured;
3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
5. loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company can demonstrate that, by reason of Provision 1, 2, 3, 4 or 5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

Social, domestic and pleasure use

Description of use 4. is extended to include use for social domestic and pleasure purposes in respect of the persons named in the Schedule.

It is a condition precedent to this cover that all names of authorised drivers shall be declared to the Company and listed in the Schedule and for which a premium has been paid.

Special type vehicles

The definition of Vehicle shall include:

1. any tractor, agricultural, horticultural or forestry vehicle, earth-moving equipment, forklift truck, caravan or trailer and its accessories and spare parts whilst therein or thereon which is owned or borrowed or hired or leased by the Insured or which is held in trust by or in the custody or control of the Insured but excluding any vehicle which is the property of the Insured which is hired out or has been sold under a hire purchase or suspensive sale or other deferred ownership agreement or leased out unless such vehicle is in the custody or control of the Insured at the time of the occurrence of the event which gives rise to a claim; and
2. any tractor, agricultural, horticultural or forestry vehicle, earth-moving equipment, forklift truck or caravan (mechanically propelled or otherwise) which is attached to a vehicle defined in 1. above for the purpose of being towed or salvaged.

Tools of trade

Exceptions to Sub-Section B shall not apply to the operation as a tool of any vehicle or plant forming part of such vehicle or attached thereto;

PROVIDED THAT:

the Company shall not be liable hereunder in respect of as much of any liability as falls within the scope of any form of Motor Insurance or Compulsory Third Party Insurance legislation, notwithstanding that no such insurance is in force or has been effected, nor shall the Company be liable where any other form of motor insurance has been effected by the Insured covering the same liability.

Unauthorised use by employees

Specific Exception 1.1 to Sub-section B is deleted.

Vehicle hire

If a comprehensively insured vehicle is stolen, hijacked or damaged and for which the Company accepted liability to compensate for, the Company will at their discretion pay to the Insured the equivalent rental cost of a replacement vehicle or arrange for a replacement vehicle;

PROVIDED THAT:

1. Cost and capacity of vehicle rented:
   - 1.1 the daily rental cost shall not exceed the amount stated in the Schedule;
   - 1.2 the engine capacity of the hired vehicle shall not exceed 2 000 cc (two thousand cubic centimetres);
   - 1.3 the carrying capacity of the hired vehicle shall not exceed 3 500kg (three thousand five hundred kilograms);
   - 1.4 all delivery and/or collection costs;
   - 1.5 administration costs chargeable by the vehicle hire company;

   subject to a maximum of R2 500 (two thousand five hundred rand) for each and every event in terms of 1.4 and 1.5 above.

2. Excluded costs (costs the Company shall not be liable to pay):
   - 2.1 any deposits payable;
   - 2.2 fuel used during the rental period;
   - 2.3 parking fees, speeding fines or fines, toll or e-toll costs;
   - 2.4 excesses payable to the rental company.

3. The rental period:
   - 3.1 starts on the day the Company admits liability in terms of the original claim and agrees to the rental;
   - 3.2 the rental period shall cease at the time when:

3.2.1 the vehicle is recovered upon theft (and repaired if necessary) and returned to the owner;

3.2.2 the vehicle is repaired after being damaged and returned to the owner;

3.2.3 the Company has discharged liability in respect of the loss suffered;

3.2.4 after 30 (thirty) consecutive days;

whichever occurs first.

This Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).

Vehicle hoists and ramps

Specific Exception 13 to Sub-Section A is deleted.

OPTIONAL LIMITATIONS (if stated in the Schedule to be applicable)

Third party only limitation

The following are cancelled:

1. Sub–Section A;
2. Sub–Section C.

Third party, fire and theft only limitation

The liability of the Company under Sub-Section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion or theft. Furthermore, Sub-Section C is cancelled.

External risks only

The Defined Events is amended to read as follows:

Loss of or damage to any Vehicle (as defined) arising in the course of the Insured's business including its accessories and spare parts whilst therein or thereon and occurring whilst the vehicle is:

1. on the road; or
2. temporarily garaged during the course of a journey elsewhere other than in or on any business premises owned and/or occupied by the Insured anywhere in the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Mozambique and Malawi;

PROVIDED THAT:

the Company shall not pay for car radios, tape players, compact disc players or any sound equipment unless supplied by the manufacturer when new.

Internal risks only

The Defined Events is amended to read as follows:

Loss of or damage to any vehicle as defined in Definitions arising in the course of the Insured's business including its accessories and spare parts whilst therein or thereon and occurring whilst the vehicle is:

1. temporarily garaged during the course of a journey elsewhere other than in or on any business premises owned and/or occupied by the Insured anywhere in the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Mozambique and Malawi;
2. within or about the premises of the Insured as specified in the Schedule;

PROVIDED THAT:

the Company shall not pay for car radios, tape players, compact disc players or any sound equipment unless supplied by the manufacturer when new.

Exclusion of demonstration risk

The Description of use 3. is deleted and the Company shall not be liable for accident, injury, loss, damage or liability whilst any vehicle is being used for the purpose of demonstration.

MOTOR FLEET

SUB-SECTION A – LOSS OR DAMAGE

DEFINED EVENTS

Loss of or damage to any vehicle as disclosed to the Company, including its accessories and spare parts whilst therein or thereon.

DEFINITIONS

Accessories and spare parts (non-standard)	any accessory or part not supplied by the manufacturer as a standard fitment and fitted as an aftermarket fitment (optional extras)
Description of use	use for social, domestic and pleasure purposes and use for the business or occupation of the Insured; **but excluding:** 1. hiring; 2. carriage of passengers for hire or carriage of fare paying passengers; 3. racing, speed or other contests, rallies, trials; 4. carriage of explosives; 5. carriage of any load or passengers exceeding the capacity for which the vehicle is constructed or licensed to carry; 6. use for any purpose in connection with the motor trade; 7. used for other than what the vehicle was constructed or licenced to be used for. The indemnity to the Insured in connection with any vehicle shall operate while such vehicle is in the custody or control of a member of the motor trade for the purpose of its overhaul, upkeep or repair but excluding if the vehicle is in possession or on commission or else for the purpose of retail or similar
Driver's licence	an official document that is legally recognized within the Republic of South Africa that grants the insured, or their authorised driver, permission to drive a motor vehicle. The issuance of a valid driver's license must be done by a legally authorized government authority, the Driving License Testing Centre (DLTC), which operates under the supervision of the provincial and national Department of Transport or equivalent authority
Limit of indemnity	the limit of indemnity for each type of vehicle is as stated in the Schedule and shall be the maximum amount payable by the Company or the Reasonable retail value (as defined), including any specified accessories, whichever is the lesser
Occurrence	the term 'occurrence' shall mean an occurrence or series of occurrences arising from one cause in connection with any one vehicle in respect of which indemnity is provided by this insurance
Reasonable retail value	the reasonable retail value of the vehicle and its factory fitted accessories and spare parts at the time of such loss or damage shall be determined by the current Auto Dealers Guide or Commercial Vehicle Guide
Vehicle	**Definition 1** Private type motor cars (including any station wagon, 4x4 or 4x2 station wagon), safari van, estate car or similar vehicle designed to seat not more than 12 (twelve) persons (including the driver) but excluding taxi's
	Definition 2 Commercial vehicles and special type vehicles as described in the Schedule but excluding taxi's

Vehicle (cont.)	**Definition 3** Motorcycles (including motor scooters, three-wheeled vehicles and quad bikes) and golf carts
	Definition 4 Buses (including any vehicle used for business purposes and designed to seat more than 12 (twelve) persons, including the driver) but excluding taxi's
	Definition 5 Trailers, i.e. any vehicle without means of self-propulsion designed to be drawn by a self-propelled vehicle, but excluding any parts or accessories not permanently fitted thereto
	Definition 6 any such vehicle being owned by or hired or leased to the Insured including any such vehicle temporarily operated by the Insured as replacement for any vehicle specified which is out of use for the purpose of overhaul, upkeep and/or repair; PROVIDED THAT: 1. the maximum period a rental or temporary vehicle shall be used shall not exceed 31 (thirty one) consecutive days; 2. the maximum liability of the Company shall not exceed the Reasonable retail value of the replacement vehicle or the Limit of indemnity of the replaced vehicle as stated in the Schedule, whichever is the lesser

SPECIFIC EXCEPTIONS (applicable to Sub-Section A)

The Company shall not be liable to pay for any:

1. consequential loss as a result of any other cause whatsoever;
2. money paid towards the upgrade of or extension of a maintenance plan or similar expense;
3. depreciation in value whether arising from repairs following a Defined Event or otherwise;
4. wear and tear;
5. mechanical, electronic or electrical breakdown, failure or breakage;
6. damage to tyres:

    6.1 by application of brakes; or

    6.2 by road punctures, cuts or bursts; or

    6.3 as a result of inequalities of the road or other surface or to impact with such inequalities;

    UNLESS:

    damage to tyres is accompanied by damage to other parts of the vehicle;

7. damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities;
8. damage to the insured vehicle caused by or attributable to the un-roadworthy condition of the vehicle;
9. loss, damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by Customs, Police Services, Crime Prevention Units or any lawfully constituted officials or authorities.

SUB-SECTION B – LIABILITY TO THIRD PARTIES

DEFINED EVENTS

Any accident caused by or through or in connection with any vehicle described in the Schedule or in connection with the loading and/or unloading of such vehicle in respect of which the Insured and/or any passenger becomes legally liable to pay all sums including claimant's costs and expenses in respect of:

1. death of or bodily injury to any person, excluding death of or bodily injury to any person in the employ of the Insured, arising from and in the course of such employment, or being a member of the same household or family as the Insured;
2. damage to property, other than property belonging to the Insured or held in trust by or in the custody or control of the Insured or being conveyed by, loaded onto or unloaded from such vehicle.

The Company will also, in terms of and subject to the limitations of and for the purposes of this Sub-Section:

1. pay all costs and expenses incurred with their written consent, and shall be entitled at their discretion to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this Sub-Section, or for defending in any magistrate's court any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this Sub-Section;

   PROVIDED THAT:

   the total of the Company's liability under both this Extension and Sub-Section B shall not exceed the Limit of liability stated in the Schedule;

2. indemnify any person who is driving or using such vehicle on the Insured's order or with the Insured's permission;

   PROVIDED THAT:

   1. such person shall, as though they were the Insured, observe, fulfil and be subject to the Terms, Exceptions and Conditions of this insurance in so far as they can apply;
   2. such person driving such vehicle has not to the Insured's knowledge been refused any motor insurance or continuance thereof by any insurer;
   3. indemnity shall not apply in respect of claims made by any member of the same household or family as such person;
   4. such person is not entitled to indemnity under any other Policy except in respect of any amount not recoverable thereunder;

3. indemnify the Insured while personally driving or using any private type motor car not belonging to the Insured and not leased or hired to the Insured under a lease or suspensive sale agreement, provided the Insured is an individual and has insured hereunder a vehicle described under Vehicle Definition 1 or 2;

   PROVIDED THAT:

   the Company shall not be liable for damage to the vehicle being driven or used;

4. indemnify the Insured in respect of liability arising from the towing by a vehicle (other than for reward) of any other vehicle or trailer (including liability in connection with the towed vehicle or trailer);

   PROVIDED THAT:

   the Company shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon.

LIMITS OF INDEMNITY (applicable to Sub-Section B)

The liability of the Company under this Sub-Section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the Schedule.

SPECIFIC EXCEPTIONS (applicable to Sub-Section B)

The Company shall not be liable under this Sub-Section in respect of:

1. any compensation or claim which falls within the scope of any Compulsory Motor Vehicle Insurance enactment. This Exception shall apply notwithstanding that no other insurance under such enactment is in force or has been effected and regardless of whether the applicable legislative fund is unable to or incapable of providing compensation;

2. death of or injury to any person being carried in or upon or entering or getting into or alighting from a vehicle described in Vehicle Definition 2, 3, 4 or 5 at the time of the occurrence of the event from which any claim arises (except any person being carried in or upon or entering or getting onto or alighting from a permanently enclosed passenger carrying compartment of a commercial vehicle with a carrying capacity not exceeding 1 500 kg (one thousand five hundred kilograms));
3. liability arising from the operation, demonstration or use (for purposes other than maintenance or repair of the vehicle) of any tool or plant forming part of or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant. This Exception shall not apply to forklift trucks;
4. if it is recommended or required that the driver of the insured vehicle effects separate third party liability insurance specific to the country concerned, then the Company will not indemnify the Insured for any legal liability incurred through the use or possession of the insured vehicle whilst in the country concerned outside the borders of South Africa.

SUB-SECTION C – EMERGENCY EXPENSE SHORTFALL

DEFINED EVENTS

If an occupant in the specified part of a vehicle described below, in direct connection with such vehicle, sustains bodily injury by violent, accidental, external and visible means, the Company will pay to the Insured the emergency expense shortfall incurred as a result of such injury up to R10 000 (ten thousand rand) per injured occupant and R50 000 (fifty thousand rand) in total for all occupants injured as a result of an occurrence or series of occurrences arising out of one event.

The amount payable under this Sub-Section shall be reduced by any amount recoverable under any workmen's compensation enactment or similar legislation or under any medical expenses scheme or medical insurance.

The term 'emergency expense shortfall' includes any costs incurred to free such injured occupant from such vehicle or to bring such injured occupant to a place where medical treatment can be given.

Defined vehicle but only if it is insured in terms of Sub-Section A of this Section	Specified part of vehicle in which the injury must occur
Any private-type motor car or motorised caravan	Anywhere inside the vehicle
Any other type of insured vehicle other than a bus or taxi	The permanently enclosed passenger-carrying compartment

This benefit applies regardless of whether the applicable legislative fund is unable to or incapable of providing compensation.

SPECIFIC EXCEPTIONS (applicable to all Sub-Sections)

1. The Company shall not be liable for any accident, injury, loss, damage or liability:

    1.1 whilst the vehicle is being used with the general knowledge and consent of the Insured otherwise than in accordance with the Description of use Clause;

    1.2 incurred outside the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi and Mozambique, but the Company will indemnify the Insured against loss of or damage to any vehicle while in transit by sea or air between ports or places in these territories including loading and unloading incidental to such transit;

    PROVIDED THAT:

    the Company will not be liable for any accident, injury, loss, damage or liability if the country entered into provides cover on entry;

    1.3 arising from the ownership, possession or use of vehicles:

        1.3.1 used principally for the transportation of explosives such as nitroglycerine, dynamite or any other substance generally classified as a highly explosive substance or for the transport of hazardous chemicals;

        1.3.2 in the underground workings of any mine or on the apron or runway at any airport;

1.4 incurred while any vehicle is being driven by:

1.4.1 the Insured:

1.4.1.1 while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than themself); or

1.4.1.2 while the blood alcohol percentage of the Insured exceeds the statutory limit at the time of the occurrence; or

1.4.1.3 while not holding a valid driver's licence to drive such vehicle;

1.4.2 any other person with the general consent of the Insured who, to the Insured's knowledge:

1.4.2.1 is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than themself); or

1.4.2.2 while the blood alcohol percentage of such person exceeds the statutory limit at the time of the occurrence; or

1.4.2.3 who does not hold a valid driver's licence to drive such vehicle, but this shall not apply if the Insured was unaware that the driver did not hold a valid driver's licence and the Insured can prove to the satisfaction of the Company that, in the normal course of their business, procedures are in operation to ensure that only drivers with valid licences are permitted to drive insured vehicles;

1.4.3 or is under control for the purpose of being driven by a person who does not hold a current valid Professional Driving Permit (PrDP) to drive such a vehicle as required in terms of the National Road Traffic Amendment Act (including any amendments thereto). This Exception also applies if the said person has held a PrDP but has not renewed it and is applicable to all drivers of:

1.4.3.1 goods vehicles with a gross vehicle mass (GVM) exceeding 3 500kg (three thousand five hundred kilograms);

1.4.3.2 breakdown vehicles;

1.4.3.3 buses;

1.4.3.4 mini-buses with a GMV exceeding 3 500kg (three thousand five hundred kilograms) or with 12 (twelve) or more seats (including the driver);

1.4.3.5 motor vehicles conveying persons for reward;

1.4.3.6 motor vehicles conveying more than 12 (twelve) persons;

1.4.3.7 any vehicle for which an operating licence is issued;

1.4.3.8 any vehicle carrying dangerous goods;

but this shall not apply if the Insured was unaware that the driver did not hold a valid licence and the Insured can prove to the satisfaction of the Company that, in the normal course of business, procedures are in operation to ensure that only licensed drivers with valid licences are permitted to drive insured vehicles;

PROVIDED THAT:

any driver shall be deemed to be licensed to drive the vehicle if he is complying with the licensing laws relating to any of the territories referred to under Specific Exception 1.2.1 or if a licence is not required by law, or while such driver is learning to drive and is complying with the laws relating to learner drivers.

It is understood that for the purpose of Specific Exception 1, if the Insured is a company or close corporation, the term Insured shall include any director or senior manager of such company or close corporation.

2. The Company shall not be liable for any claim arising from contractual liability, unless such liability would have attached to the Insured notwithstanding such contractual agreement.

SPECIFIC CONDITIONS

Driver's licence

A valid driver's licence is a licence that has not been cancelled, suspended or revoked.

If, during the currency of this Section, any driver's licence in favour of the Insured or their authorised driver is endorsed, suspended, cancelled or revoked, or if the Insured or their authorised driver be charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the Company immediately upon the Insured having knowledge of such fact and continuation of cover under this section must be given in writing by the Company to the Insured.

Vehicle security/immobiliser

1. If the Company specifies that a particular type of security system must be installed in any insured vehicle stated in the Schedule of this Section, for the Insured to qualify for theft cover in terms of this Policy or if the Insured receives a security discount on any insured vehicle stated in the Schedule of this Section, the onus rests upon the Insured, in the event of theft of any such insured vehicle, to prove that the security system was installed, engaged and fully operational.
2. The Insured shall ensure that the service agreement with and/or recommendations made by the manufacturers and/or installers of any such security system are adhered to at all times. This includes regular self-testing or testing otherwise.
3. The Company shall not be liable in respect of any loss or damage arising from such theft of such vehicle if the Insured:

    3.1 fails to install any required security device or to engage and/or activate it prior to the theft of the vehicle;

    3.2 cancels the service agreement;

    3.3 fails to pay any subscription due in terms of such agreement.

In the event that the Company specifies that any tracking device must be installed in an insured vehicle, the Insured must make sure that the insured vehicle is linked up to the tracking services at all times and that the insured vehicle's tracking unit is operational and armed at all times.

CLAUSES AND EXTENSIONS

Additional costs

In addition to the Limit of indemnity (as defined under Sub-Section A), the Company will pay for:

1. protection and removal:

the cost of protection and removal to the nearest repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;

2. storage:

the cost of storage at the nearest yard, place of safety or repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;

3. delivery after repair:

the cost of delivery to the Insured, after repair of such loss or damage, to the permanent address of the Insured per the following territorial scope:

Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi or Mozambique;

4. emergency repairs:

the Insured may give instructions for emergency repairs to be executed without the previous consent of the Company provided a detailed estimate is first obtained and forwarded to the Company;

PROVIDED THAT:

1. a valid claim is submitted under Sub-section A;
2. the Company shall not be responsible to pay more than R40 000 (forty thousand rand) in the aggregate any one event per vehicle in respect of 1, 2, 3 and 4 above.

Contingent liability

The indemnity under Sub-Section B includes claims made against:

1. the Insured in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle, not the property of or provided by the Insured, while being used by any partner or director or employee of the Insured (hereinafter in this Extension referred to as 'Such person');
2. any Such person in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not belonging to Such person or to the Insured or leased or hired by either of them, but only in so far as Such person has not been refused any motor insurance or continuance thereof by any insurer;

PROVIDED THAT:

1. Exception 2 under Sub-section B is deleted;
2. the Company shall not be liable for loss of or damage to any motor vehicle being used for the purposes and in the manner described in 1. and 2. above;
3. the payment by the Insured of subsidies or travel allowances to Such person for the use of their own vehicle for official purposes of the Insured, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this Extension;
4. if, at the time of the occurrence of any accident giving rise to a claim under this Extension, the Insured or Such person is entitled to indemnity under any other policy in respect of the same occurrence, the Company shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy;
5. the Terms, Exceptions and Conditions of the Policy shall otherwise apply;
6. the Company's liability shall not exceed R2 500 000 (two million five hundred thousand rand) for each and every occurrence.

Cross liabilities

Where more than one Insured is named in the Schedule, the Company will indemnify each Insured separately and not jointly, and any liability arising between such Insured shall be treated as though separate policies had been issued to;

PROVIDED THAT:

the aggregate liability of the Company shall not exceed the limit of indemnity stated in the Schedule.

Emergency Accommodation

Accommodation for the Insured and/or spouse as well as any passenger whom is travelling with the Insured in respect of an emergency as a result of:

1. loss or damage to the vehicle; or
2. mechanical, electronic or electrical breakdown of the vehicle;

PROVIDED THAT:

the Company's liability shall not exceed:

1. R1 000 (one thousand rand) per person; and
2. R5 000 (five thousand rand) in the aggregate any one occurrence; and
3. R10 000 (ten thousand rand) in the annual aggregate.

This Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).

First amount payable

In respect of each and every occurrence giving rise to a claim under Sub-Section A, the Insured shall be responsible for the first amounts payable stated in the Schedule (according to the type of vehicle) of any expenditure (or any less expenditure which may be incurred) for which provision is made under Sub-Section A (including any payment in respect of costs, expenses and fees), and of any expenditure by the Company in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the Company shall include any first amount payable for which the Insured is responsible, such amount shall be paid by the Insured to the Company.

Fire, lightning and explosion

The first amount payable shall not be applicable to loss or damage as a result of fire, lightning or explosion.

Loss of fuel

The Company will pay for loss of fuel from the fuel tank of the vehicle stated in the Schedule as a result of:

1. a collision involving the vehicle; or
2. theft/hijacking of the vehicle or any attempt thereat accompanied by violence or threat of violence;

PROVIDED THAT:

1. the Insured shall provide proof of the quantity of fuel contained in the vehicle's fuel tank at the time of loss;
2. the Company’s liability shall not exceed R2 000 (two thousand rand) any one occurrence.

The Insured shall pay in addition all other first amounts payable in terms of the original claim.

Loss of locks, keys, central locking devices and remotes

The Company will indemnify the Insured in respect of the cost of replacing locks, keys, central locking devices and remotes including the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of any insured vehicle, following upon the disappearance of any key or alarm controller of such vehicle or following upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller;

PROVIDED THAT:

the Company's liability shall not exceed R20 000 (twenty thousand rand) in respect of any one event.

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

Parking facilities and movement of third-party vehicles

This Section extends to indemnify the Insured in respect of accidents caused by or through or in connection with the moving of any vehicle (not owned or borrowed by or hired or leased to the Insured) by any person in the employment of the Insured or acting on the Insured's behalf;

PROVIDED THAT:

1. this Extension shall not apply in respect of damage to vehicles which are parked for reward;
2. this Company's liability shall not exceed R2 500 000 (two million five hundred thousand rand) any one event.

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

For the purpose of this Extension, such vehicle (and its contents) shall not be deemed to be held in trust by or in the custody or control of the Insured.

Premium adjustment

The Insured shall submit to the Company at the end of each period of insurance a declaration of the total number of vehicles owned, hired or leased at such expiry date. The Company shall, upon receipt of this declaration, make a premium adjustment of 50% (fifty percent) of the annual rate per vehicle applied to the difference in the number of vehicles at inception or renewal and the number declared.

Principals

Notwithstanding Specific Exception 2 (applicable to all Sub-Sections), the indemnity under Sub-Section B extends to indemnify to the extent required by the general conditions of contract published by the Joint Building Contracts Committee, the South African Association of Consulting Engineers, the South African Institution of Civil Engineers and in connection with any liability arising from the performance of such contract, any principal named in such contract entered into by the Insured for the purposes of the business;

PROVIDED THAT:

the liability of the Company shall not exceed the Limit of indemnity stated in the Schedule.

Repair, reinstate or replace

The Company may, at its own option and discretion, repair, reinstate or replace the vehicle or any part thereof and/or its accessories and spare parts therein or thereon or may pay in cash the amount of the loss or damage not exceeding the Limit of indemnity (as defined under Sub-Section A).

If the Company replaces or reinstates such vehicle the Company shall have the option to take ownership of the vehicle.

Repatriation of vehicles used outside the territorial scope

If an insured vehicle is lost or damaged within the territorial scope of this Policy but outside the territorial scope of the Republic of South Africa, the Company will pay for reasonable costs incurred:

1. **occupants:**

   in repatriating up to 4 (four) occupants back to the place of residence within the Republic of South Africa subject to a maximum amount of R20 000 (twenty thousand rand) per event;

2. **vehicle transport cost:**

   for the costs and expenses of transporting the vehicle to the nearest border post in the Republic of South Africa, or as agreed with the Company, subject to a maximum of R20 000 (twenty thousand rand) per event;

3. **temporary repairs:**

   or the costs of any temporary repairs undertaken by a repairer situated outside the Republic of South Africa subject to a maximum of R20 000 (twenty thousand rand) per event;

   PROVIDED THAT:

   the Insured shall provide the Company with all relevant and supporting documentation relevant to the costs incurred on request.

This Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).

Roadworthiness/compliance

The Insured must maintain the insured vehicle in an efficient and roadworthy condition in compliance with the National Road Traffic Act 93 of 1996 (as amended or substituted) and the Regulations promulgated thereunder, or any similar legislation which applies to the Territorial Limits.

Sound equipment

In respect of each and every occurrence giving rise to a claim following upon theft or attempted theft of motor radios, cassette players and any other equipment of a similar nature or telephones:

1. **if supplied by the manufacturer when new**

   the replacement value of the item subject to the first amount payable stated in the Schedule;

2. **not supplied by the manufacturer when new (after-market installation)**

   not specified as a separate item in the Schedule, limited to R5 000 (five thousand rand) per event;

3. specified in the Schedule

the amount stated in the Schedule and reduced by the first amount payable stated in the Schedule.

Suspensive sale

If, to the knowledge of the Company, the vehicle is subject to a suspensive sale or similar agreement, such payment shall be made to the owner described therein whose receipt shall be in full and final discharge to the Company in respect of such loss or damage.

Tracking device

If the tracking device fitted to the vehicle is unrecoverable or damaged beyond repair, the Company will pay the reasonable replacement value of such device up to R2 000 (two thousand rand).

Unauthorised use by employees

The Company will indemnify the Insured in the terms of and subject to the limitations of this Sub-Section A and Sub-Section B in the event of any accident occurring while the vehicle is being used or driven by any person without the knowledge or consent of the Insured for any purpose not permitted under this Policy;

PROVIDED THAT:

the Insured shall take all reasonable precautions to ensure that all persons who may use or drive a vehicle are made aware of the permitted purposes of use as defined in the Policy.

Vehicle replacement

The Company shall, instead of a monetary payment and subject to the consent of the Insured and/or of any other interested party known to the Company, replace the said motor vehicle with a new motor vehicle of the same type and model (subject to the availability thereof) if within 12 (twelve) months after the first registration of the vehicle and subject to it not having been driven for more than 30 000 km (thirty thousand kilometres);

PROVIDED THAT:

1. the loss of the vehicle is as a result of theft and if the said vehicle cannot be traced within a reasonable period after the theft thereof has been reported to the Company; or
2. the vehicle is damaged to the extent that the cost of repairs exceeds 70% (seventy percent) of its list price plus taxes when new;

PROVIDED FURTHER THAT:

1. the basis of indemnity will be the current cost of a new motor vehicle of the same or similar model subject to a limit of 120% (one hundred and twenty percent) of the maximum indemnity as stated in the Schedule, less any first amounts payable;
2. in the event of a vehicle being replaced under the circumstances as described in Provisions 1 and 2 above, then the Company shall be entitled to the possession and ownership of the lost or damaged vehicle.

This Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).

Waiver of subrogation rights

For the purposes of this Section, the Company waives all rights of subrogation or action which they may have or acquire against any other person to whom the indemnity hereunder applies, and each such person shall observe, fulfill and be subject to the Terms, Exceptions and Conditions (both general and specific) of this insurance in so far as they can apply.

War

In respect of Sub-Section B and C only, General Exception 1. *War, riot and terrorism* is deleted and replaced by the following:

"This Section does not cover war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power."

Windscreen/Glass

The Company will pay for the cost to repair or replace for damage to windscreen glass, side or rear glass, head-, tail- or fitted spotlights forming part of any vehicle as disclosed to the Company;

PROVIDED THAT:

no other damage has been caused to the vehicle giving rise to a claim under the Policy.

Wreckage removal

The cover provided under Sub-Section A of this Section is extended to include costs and expenses incurred by the Insured in respect of the clearing up and removal of debris and wreckage of any insured vehicle following damage to such vehicle by a Defined Event;

PROVIDED THAT:

in addition to the limit of indemnity under Sub-Section A of this Section, the limit of the Company's liability under this Extension shall not exceed R20 000 (twenty thousand rand), in respect of any one occurrence.

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

Credit shortfall

If any total loss settlement under Sub-Section A is less than the amount owing to the financier under a current installment sale or lease agreement, the Company will pay to the Insured an additional amount equal to the shortfall less:

1. any arrears installments or rentals including interest payable on such arrears;
2. all refunds of premium for cancellation of any insurance cover relating to the motor vehicle;
3. the increased installments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled;
4. the first amount payable under Sub-Section A;

PROVIDED THAT:

1. the amounts payable shall not exceed the maximum indemnity less the first amount payable under Sub-Section A;
2. this endorsement shall not apply to an agreement whereby the amount of any single installment other than the final residual amount after the initial payment differs by more than 10% (ten percent) from any other installment;
3. if such shortfall is as a result of a re-advance under an installment sale or refinancing in terms of a lease the insurance by this Extension shall be void;
4. the amount payable under this Extension shall not exceed the amount stated in the Schedule subject to the Terms, Provisions and Conditions of this Extension.

Loss of use

If a comprehensively insured vehicle is stolen, hijacked or damaged and for which the Company accepted liability to compensate for, the Company will pay to the Insured the equivalent rental cost of a replacement vehicle;

PROVIDED THAT:

1. Cost of the vehicle rented:

    1.1 the daily rental cost shall not exceed the amount stated in the Schedule;

    1.2 all delivery and/or collection costs;

    1.3 administration costs chargeable by the vehicle hire Company;

    subject to a maximum of R2 500 (two thousand five hundred rand) for each and every event in terms of 1.2 and 1.3 above.

2. Excluded costs (costs the Company shall not be liable to pay):

   2.1 any deposits payable;

   2.2 fuel used during the rental period;

   2.3 parking fees, speeding fines or fines, toll or e-toll costs;

   2.4 excesses payable to the rental company.

3. The rental period:

   3.1 starts on the day the Company admits liability in terms of the original claim and agrees to the rental;

   3.2 the rental period shall cease at the time when:

      3.2.1 the vehicle is recovered upon theft (and repaired if necessary) and returned to the owner;

      3.2.2 the vehicle is repaired after being damaged and returned to the owner;

      3.2.3 the Company has discharged liability in respect of the loss suffered;

      3.2.4 after 30 (thirty), 45 (forty five) or 60 (sixty) consecutive days (as stated in the Policy Schedule);

      whichever occurs first.

PROVIDED FURTHER THAT:

the rental costs will be borne by the Insured and the rental invoice submitted to the Company for reimbursement following the conclusion of the rental period as stated.

This Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).

Riot and strike

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein, this Section is extended to cover damage directly occasioned by or through or in consequence of:

1. civil commotion, labour disturbances, riot, strike or lockout;
2. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 1. above;

PROVIDED THAT:

this Extension does not cover:

1 loss or damage occurring in the Republic of South Africa and Namibia;

2. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
5. loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company can demonstrate that, by reason of Provision 1, 2, 3, 4 or 5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

Unauthorised passenger's personal injury liability

The indemnity under Sub-Section B, notwithstanding Specific Exception 2 thereto, extends to cover the Insured's legal liability for death of or bodily injury to persons while being carried in or upon or entering or getting onto or alighting from any vehicle in contravention of the Insured's instructions to their driver not to carry passengers. The limit of indemnity for any one occurrence shall not exceed the amount stated in the Schedule.

OPTIONAL LIMITATION OF COVER (if stated in the Schedule to be applicable)

Third party only limitation

The following are cancelled:

1. Sub–Section A;
2. Sub–Section C.

Third party, fire and theft only limitation

The liability of the Company under Sub-Section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion or theft/hijack. Furthermore, Sub-Section C is cancelled.

ELECTRONIC EQUIPMENT

SUB-SECTION A – MATERIAL DAMAGE

DEFINED EVENTS

Physical loss or damage to the property insured, described in the Schedule, from any cause not hereinafter excluded whilst:

1. at work or at rest anywhere within the insured premises as specified;
2. in transit including loading and unloading or whilst temporarily stored at any premises en route;
3. temporarily removed from the insured premises to any other location.

SPECIFIC EXCEPTIONS (applicable to Sub-Section A)

The Company will not be liable to indemnify the Insured, irrespective of the original cause, in respect of:

1. the first amount payable

as stated in the Schedule in respect of Sub-Section A, of each and every event giving rise to a claim. Where more than one item of property insured suffers physical loss or damage in any one event, the first amount payable shall be the highest single amount applicable to such property insured;

2. derangement

unless accompanied by physical damage otherwise covered by this Section;

3. maintenance and/or leasing agreement

loss or damage recoverable in terms of any maintenance and/or leasing agreement effected by, or on behalf of the Insured, covering the insured equipment;

4. faults or defects

known to the Insured (or their responsible employees) at the time this insurance was arranged or during the currency of the insurance and not disclosed to the Company or any consequences thereof;

5. wastage

of material or wearing out of any part of the property insured caused by or naturally resulting from ordinary usage or working or other gradual deterioration, development of poor contacts or scratching of painted or polished surfaces of a cosmetic nature;

6. parts having a short life

such as (but not limited to) batteries, contacts, X-ray tubes, bulbs, cathode-ray tubes, thermionic emission tubes, fuses and sacrificial buffer circuits. If such parts are damaged as a result of physical loss or damage as provided for by this Sub-Section to other parts of the property insured, the Company shall indemnify the Insured for the residual value prior to the loss of such exchangeable parts;

7. wear and tear

or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded;

8. cleaning process

its undergoing a process of cleaning, repair, alteration or restoration;

9. cost of reproducing

the cost of reproducing data and/or programs whether recorded on computer hard-drives, discs, tapes, cards, or otherwise unless specifically provided for in Sub-Section B hereof;

10. loss of use

of the property or other consequential loss, damage or liability of whatsoever nature other than losses specifically provided for herein or as a result of its inherent vice or defect, vermin, insects, damp, mildew or rust;

11. detention and judicial process

detention, confiscation, forfeiture, impounding, attachment or requisition by any lawfully instituted authority or other judicial process or requisition by Customs or other officials;

12. loss, theft or disappearance

12.1 from the premises:

of the property insured unless accompanied by visible signs of physical damage to the premises following forcible and violent entry into or exit from such insured premises/situation, or as a result of theft (or any attempt thereat) following violence or threat of violence;

PROVIDED THAT:

this Exception shall not apply to portable laptops, notebooks/palm-tops as well as all other hand-held electronic equipment individually specified in the Schedule;

12.2 while in transit:

of the property insured by theft during transit or whilst temporarily removed from the insured premises unless identifiable by the Insured with a specific incident which has been immediately reported to the police and the Company;

PROVIDED THAT:

if the transporting vehicle has been hijacked or involved in a road accident or sustains a breakdown and, due to circumstances beyond the control of the vehicle crew/driver and the property insured is of necessity left unprotected, Specific Exception 12.2 above shall not apply;

12.3 from an unattended vehicle:

PROVIDED THAT:

1. the property is hidden from sight in a completely closed and securely locked vehicle; or
2. the vehicle itself was housed in a securely locked building; and
3. there are visible signs of physical damage to the locked vehicle or building following forcible and violent entry into or exit from such locked vehicle or building;

13. solar power system

loss of or damage to any solar power system or any component thereof.

BASIS OF INDEMNITY (applicable to Sub-Section A)

The indemnity by this Sub-Section, subject always to the sums insured contained in the Schedule or any specific limit of liability contained in this Sub-Section, shall be as hereinafter provided and as appropriate including dismantling, re-erection, transportation, removal of damaged property insured (but less the value of the remains) and, where applicable, importation duties and VAT.

1. Partial loss

If the property insured suffers damage that can be repaired, the basis of indemnification shall be the restoration expenses reasonably and necessarily incurred to restore the damaged property to working order;

PROVIDED THAT:

1. the value of damaged parts which can be used will be deducted;
2. the costs of any alteration, addition, improvement or overhaul carried out at the time of repair are not recoverable under this Sub-Section;
3. if, without the consent of the Company, temporary repairs are carried out by the Insured in the interests of safety or to minimise further loss or damage to the property insured, the cost of such temporary repairs will be borne by the Company. In the event that the temporary repairs aggravate the loss or cause additional loss or damage to the property insured, any additional costs so incurred or consequence arising therefrom will be for the account of the Insured;
4. where the damage is restricted to a part or parts of an insured item, the Company shall not be liable for an amount greater than the value for such part or parts which are lost or damaged allowed for within the sum insured.

2. Total loss

In cases where the new property insured is totally lost or destroyed, the basis of indemnification shall be the cost of replacing or reinstating, on the same site, new property of equal performance and/or capacity or, if this is not possible, its replacement by new property having the nearest equivalent performance and/or capacity to the property lost or damaged;

PROVIDED THAT:

1. the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured, subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch, otherwise no payment exceeding the market value of the property insured immediately before the damage shall be made;
2. until expenditure has been incurred by the Insured in replacing or reinstating the property insured, the Company shall not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein;
3. these Conditions shall be without force or effect if:

    3.1 the Insured fails to intimate to the Company within 6 (six) months of the date upon which the damage occurred (or such further time as the Company may in writing allow) their intention to replace or reinstate the property insured;

    3.2 the Insured is unable or unwilling to replace or reinstate the property insured on the same or another site;

4. at the sole option of the Company, following commercial and technical appraisal by a representative of the Company, the period referred to in the definition of new property may be extended (on an annual basis from renewal date) subject always to such extension of period being admitted by memorandum to this Section.

Definition of new property insured

New property shall mean property purchased no more than 7 (seven) years (or such extended period as may be approved by the Company in writing) prior to the Defined Event, it being expressly agreed that in applying this definition upgrades and enhancements will be taken into account in arriving at an indemnifiable amount and the age of the property insured.

In respect of property insured not provided for in 2. (Total loss) above, the basis of indemnification shall be the market value of the property insured immediately before the loss or damage. At the option of the Company, the property insured shall be regarded as totally destroyed if the repair costs as defined in 1. (Partial loss) above equal or exceed its market value immediately before the damage.

Definition of market value

The current day purchase price of second-hand/used property of equal performance and/or capacity to the property lost or damaged and of substantially similar condition. Where no similar property is available, market value shall be calculated by deducting from the current new replacement value of the nearest equivalent property, an amount representing:

1. 20% (twenty percent) for the first year after the date of purchase;
2. 10% (ten percent) per year for each succeeding year;

and subject always to a minimum indemnity of 40% (forty percent) of the current new replacement value of the nearest equivalent property.

SPECIFIC CONDITION (applicable to Sub-Section A)

Average

In respect of 1. (Partial loss) and 2. (Total loss) above, if at the time of repair, replacement or reinstatement, the sum representing the cost which would have been incurred in repair, replacement or reinstatement if the whole of the property insured had been lost or damaged exceeds the sum insured thereon at the time of any loss of or damage to such property, the Insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly. Each item of this Section (if more than one) to which these Conditions apply shall be separately subject to this Provision.

Burglar alarm warranty (if stated in the Schedule to be applicable)

It is a condition precedent to the liability of the Company that a burglar alarm system will be installed in all premises stated in the Schedule and it is warranted that:

1. the burglar alarm installed in the premises shall be fully activated whenever the premises is not open for normal business unless any principal, partner, director or employee is in the premises;
2. the insurance shall not cover loss of or damage to property following the use of keys, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to the Insured unless such keys, keypad code or remote control were obtained by theft.

Unless specifically stated to the contrary, all premises shall be protected by such alarm and it is further warranted that:

1. the contract for any burglar alarm services shall include services of a 24-hour armed response unit;
2. the control panel shall have an event log and the arming and disarming of the alarm shall be logged and after the occurrence of a claim the Company will be entitled to request full information of the relevant log;
3. such alarm will be maintained in proper working order but the Insured shall be deemed to have discharged their liability if they have maintained their obligations under a maintenance contract with the installation/service company of the alarm system;

   PROVIDED THAT:

   cover will continue to be applicable whilst the alarm system is not operative due to a failure of the public supply of electricity at the terminal ends of the supply authority's service feeders and that such failure is not due to any act or omission of the Insured.

Lightning or power surge

1. It is a condition of cover that the insured property must be protected by any SANS (South African National Standard) approved surge arrestors installed on all data lines, power supplies or electronic distribution boards on the insured premises and installation must comply with all SANS requirements.
2. Should the sum insured per item or the combined sum insured for all insured items at the insured premises stated in the Schedule exceed R50 000 (fifty thousand rand), power surge cover will be subject to:

   2.1 the installation of any surge protection device that complies with SANS/IEC 61643-11 low voltage surge protection standards in the main electrical distribution board feeding the equipment;

   2.2 the device must:

   2.2.1 be a 40 kA (8/20) Class 2;

   2.2.2 be wired in terms of SANS 10142-1 Connection type 2;

   2.2.3 have mechanical fault indication;

2.3 installation by a registered electrician who must provide either of the following:

2.3.1 an Electrical Certificate of Compliance (CoC) for the installation;

2.3.2 proof of installation stating the adherence to the required electrical standards and regulations at the time that the device was installed.

Should Conditions 1 and 2 above (where applicable) not be complied with, the Insured shall be responsible for the first amount payable stated in the Schedule.

Power surge is defined as a temporary fluctuation in the current or voltage of an electrical circuit which was not caused by a direct lightning strike.

Reinstatement

Notwithstanding anything to the contrary contained in this Section, it is hereby declared and agreed that, in the event of any interruption, following loss or damage, being aggravated by:

1. the Insured being unable or unwilling to replace or reinstate property destroyed or damaged, or failing to carry out such replacement or reinstatement within a reasonable time; or
2. addition, alteration or improvements being effected to the property insured on the occasion of its repair;

PROVIDED THAT:

the Company's liability under this Section shall be related solely to the business interruption which would have arisen in the absence of 1. and 2. above.

CLAUSES AND EXTENSIONS (applicable to Sub-Section A)

Architects' and other professional fees

The Company will in addition to the sums insured stated in the Schedule pay for professional fees necessarily and reasonably incurred in the repair or reinstatement of property following indemnifiable loss or damage;

PROVIDED THAT:

the amount payable in respect of such fees does not exceed 20% (twenty percent) of the total amount of the claim, but shall not include expenses incurred in connection with the preparation of the Insured's claim.

Capital additions and currency fluctuations

The indemnity by this Section shall include:

1. additional equipment or programs purchased by the Insured of a similar nature to that specified in the Schedule;

   PROVIDED THAT:

   in respect of loss or damage due to electrical, mechanical, or electronic breakdown or explosion, the insurance shall only commence after satisfactory completion of installation or commissioning/testing and put into use at the Insured's premises;

2. provision for devaluation or revaluation of the currency of the Republic of South Africa against that of the country of origin of the property insured and other inflationary trends, which may result in the escalation of the sum insured (representing the installed new replacement value) of the property insured;

PROVIDED THAT:

the increase shall not exceed 25% (twenty five percent) of the total sum insured for Sub-Section A specified in the Schedule, it being agreed that the Insured will advise the Company of such alterations after the expiry of each period of insurance and pay the appropriate premium thereon but not exceeding 50% (fifty percent) of the difference.

Clearance costs

The Company will in addition to the sums insured stated in the Schedule pay for costs necessarily and reasonably incurred by the Insured in respect of demolition or dismantling of property and/ or removal of debris and in providing, erecting and maintaining hoardings and other similar structures required during demolition, dismantling, debris removal and reconstruction following indemnifiable loss of or damage to such;

PROVIDED THAT:

the total amount recoverable does not exceed 20% (twenty percent) of the total amount of the claim.

Express delivery and overtime

The Company will in addition to the sums insured stated in the Schedule pay for extra charges for express delivery, airfreight, overtime, Sunday and holiday rates of wages payable in respect of the necessary and reasonable additional costs incurred by the Insured for effecting repairs or replacement approved by the Company, limited to 50% (fifty percent) of the amount which the repair or replacement would have cost had these additional costs not been incurred.

Hire purchase/finance agreements

Where the Company has knowledge of the property insured, or any individual item thereof, being subject to a suspensive sale or similar agreement, payment hereunder shall be made to the owner described therein whose receipt shall be in full and final discharge to the Company in respect of loss or damage indemnifiable by this Sub-Section of the Policy.

Losses as a result of remote blocking

1. If the Insured can demonstrate through video surveillance footage (or any other conclusive proof) that an attempt was made to lock the vehicle using the vehicle remote but that the locking mechanism was blocked by thieves using an electronic device, such evidence will be deemed to satisfy the forcible and violent entry or exit requirement for any loss out of the cab or boot of the vehicle;

   PROVIDED THAT:

   cover shall only apply to property that is separately and individually specified in the Schedule.

2. Where the Insured maintains that the vehicle was locked but no evidence of forcible and violent entry into or exit from the vehicle exists, cover may be considered;

   PROVIDED THAT:

   1. the police case number is supplied to the Company;
   2. cover shall only apply to property that is separately and individually specified in the Schedule;
   3. after deduction of the first amounts payable in the Schedule, the liability of the Company is further restricted to the sum insured shown on the Schedule or R25 000 (twenty five thousand rand) per event, whichever is the lesser.

Software upgrade

If the Company has accepted liability in terms of a claim, the Company will pay in addition to any other amount the reasonable cost to reinstate or upgrade the software installed on the system which is lost or damaged;

PROVIDED THAT:

1. the cost towards the replacement or upgrade of the software shall not exceed 20% (twenty percent) of the value of the insured equipment or R10 000 (ten thousand rand), whichever is the lesser;
2. this Extension shall apply to each item separately and individually.

Tenants

This insurance will not be invalidated by any act or neglect on the part of a tenant of the Insured (where the Insured owns the building) or another tenant or the owner of the building (where the Insured is a tenant);

PROVIDED THAT:

the Insured notifies the Company as soon as such act or neglect comes to their knowledge and pay on demand the appropriate additional premium.

Territorial limits

The territorial limits in respect of laptops, notebooks/palm-top computers as well as all other hand-held electronic equipment, temporarily located outside the premises and specified in the Schedule, shall be deemed to be worldwide.

SUB-SECTION B – CONSEQUENTIAL LOSS

DEFINED EVENTS

1. Increased cost of working

The insurance under this item is limited to the additional expenditure necessarily and reasonably incurred by the Insured during the indemnity period, being 3 (three) months, in consequence of the Accident for the sole purpose of avoiding or diminishing the interruption of or interference with the normal business of the Insured, not exceeding R20 000 (twenty thousand rand), less any sum saved during the indemnity period in respect of such charges and expenses of the business as may cease or be reduced in consequence of the Accident. A time delay (time excess) of 24 (twenty four) hours is applicable from the time of loss;

PROVIDED THAT:

the indemnity for this item shall not apply directly or indirectly to:

1. the cover provided for under Defined Event 2. of this Sub-Section;
2. the intrinsic value (including reinstatement value) of the property insured by Sub-Section A of this Section.

2. Reinstatement of data/programs

The insurance under this Section is extended to include costs and expenses necessarily and reasonably incurred by the Insured for the reconstitution or recompilation of data and/or programs recorded on or stored in data-carrying media which is lost as a result of accidental erasure (which shall include Defined Events under Sub-Section A of this Section) or by theft or by the deliberate willful or wanton intention of causing the cancellation or corruption of data or programs, subject to General Exceptions 1. *War, riot and terrorism*, 3. *Asbestos exclusion*, and 4. *Computer losses* and Specific Exceptions 2, 3, 4 and 5 to Sub-Section A of this Section up to a maximum amount of R20 000 (twenty thousand rand) per event;

PROVIDED THAT:

1. the indemnity shall not extend to nor include such costs incurred due to program errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programs;
2. where the Insured elects to insure programs (software), a Schedule of such programs shall be lodged with the Company at the commencement of each period of insurance.

DEFINITIONS (applicable to Sub-Section B)

Accident	1. applicable to increased cost of working only – physical loss of or damage to the property insured, described in the Schedule, from any cause as provided for under Sub- Section A of this Section, liability under which Sub-Section shall, except for the provisions relating to the first amount payable or the maintenance/lease agreements, be a condition precedent to liability hereunder; 2. failure of the public supply of electricity at the terminal ends of the service feeders in the premises from any accidental cause other than: 2.1 the deliberate act of the Insured or any supply authority; 2.2 drought or shortage of fuel at any electricity utility; PROVIDED THAT: 1. the liability of the Company shall not exceed the sum insured by this Sub-Section; 2. the indemnity period shall commence 12 (twelve) hours after the failure and end not later than 31 (thirty one) days after such failure

Indemnity period	the period during which the results of the business shall be affected in consequence of the accident beginning with the number of hours/days detailed in this Sub-Section as the time excess after the occurrence of the accident and ending not later than the expiry of the period detailed in this Sub-Section as the indemnity period after such occurrence. The time excess shall not apply to loss or damage directly caused by fire, storm (excluding lightning), subsidence, wind or the collapse of buildings

LIMIT OF LIABILITY (applicable to Sub-Section B)

The liability of the Company shall not exceed the amounts specified under the Defined Events of this Sub-Section in respect of any one accident or series of accidents arising out of or in connection with any one event.

In the event of the payment by the Company of any sum(s) in discharge of the Company's liability in terms of this Sub-Section, the sum(s) insured shall automatically be reinstated for the remainder of the current period of insurance.

The Insured shall pay to the Company the additional premium required by the Company calculated pro-rata from the day of the accident to the end of the period of insurance.

SPECIFIC EXCEPTIONS (applicable to Sub-Section B)

Unless specifically provided for:

1. Fines and penalties

the Company shall not be liable to indemnify the Insured in respect of fines or penalties for breach of contract for late or non-completion of orders or any penalties of whatsoever nature;

2. Loss of profit

the Company shall not be liable to indemnify the Insured in respect of loss of profit or consequential loss of whatsoever nature.

CLAUSES AND EXTENSIONS (applicable to Sub-Section B)

Prevention of access

If during the indemnity period, being 3 (three) months, the business at the premises is interrupted or interfered with in consequence of the Insured being prevented from having access to the property insured, situated at the premises, caused by damage to property within a 10km (ten kilometre) radius of the insured premises as described in the Schedule by fire, lightning, explosion, storm, tempest, flood, water inundation, earthquake or impact by vehicles, the Company shall indemnify the Insured for loss resulting from such interruption or interference in accordance with the provisions contained herein;

PROVIDED THAT:

1. the Company's liability shall not exceed R20 000 (twenty thousand rand) per occurrence;
2. a time delay (time excess) of 24 (twenty four) hours is applicable from the time of loss;
3. the Insured is not entitled to indemnity as provided for in this Extension under any other policy or Section of this Policy;
4. this Section shall not be brought into contribution with any other policy or Section of this Policy bearing a like extension.

SPECIAL EXCEPTION (applicable to Sub-Sections A and B)

Viruses, Trojans and worms

The Company shall not indemnify the Insured for loss or damage of whatsoever nature arising directly or indirectly of or in connection with the action of any computer virus, Trojan or worm(s) or other similar destructive media.

OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

Additional increased cost of working

The amount stated in the Schedule for which an agreed premium is paid by the Insured, will be deemed to be over and above the automatic cover provided under Sub-Section B – Consequential Loss Defined Event 1.

Additional reinstatement of data/programs

The amount stated in the Schedule for which an agreed premium is paid by the Insured, will be deemed to be over and above the automatic cover provided under Sub-Section B – Consequential Loss Defined Event 2.

Incompatibility cover

Notwithstanding anything contained to the contrary in the Policy, the indemnity by Sub-Sections A and B of this Section shall indemnify the Insured for costs incurred in respect of:

1. modifications or alterations to the property insured directly consequent upon indemnifiable loss or damage to ensure the operating integrity of the electronic system;
2. replacement or upgrading of legal programs to achieve compatibility with the modified or altered electronic system;
3. the restoration of previously captured data which has become inaccessible due to the modifications to or alterations of the electronic system or in consequence of the replacement or upgrading of legal programs;

PROVIDED THAT:

1. the costs provided for in 1, 2 and 3 above shall be necessarily and reasonably incurred to maintain normal working conditions;
2. such additional costs shall be incurred as a direct consequence of indemnifiable loss or damage in terms of Sub-Sections A or B (Defined Event 2) of this Section;
3. the cover afforded hereunder shall be restricted to:

    3.1 parts or components of the electronic system which are not indemnifiable under Sub-Section A hereof;

    3.2 programs or data reinstated not indemnifiable under Defined Event 2 of Sub-Section B hereof;

4. the indemnity by this extension shall, in respect of any one event, be limited in the aggregate to 20% (twenty percent) of the applicable total sum insured under Sub-Section A (the limit of indemnity) and Sub-Section B (Defined Event 2) or R100 000 (one hundred thousand rand), whichever is the lesser.

Riot and strike

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein, this Section is extended to cover damage directly occasioned by or through or in consequence of:

1. civil commotion, labour disturbances, riot, strike or lockout;
2. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 1. above;

PROVIDED THAT:

this Extension does not cover:

1. loss or damage occurring in the Republic of South Africa and Namibia;
2. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

5. loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company can demonstrate that, by reason of Provision 1, 2, 3, 4 or 5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

Telecommunication access lines

Subject to the limits specified in the Schedule, consequential loss as provided for under Defined Events 1 and 2 of Sub-Section B arising from accidental failure of the telecommunication access lines is included;

PROVIDED THAT:

1. the liability of the Company shall not exceed the sum insured by this Sub-Section;
2. the indemnity period shall commence 12 (twelve) hours after the failure and end not later than 31 (thirty one) days after such failure;
3. the insurance provided does not cover loss occasioned by the deliberate act of any telecommunication authority or by the exercise of such telecommunication authority of its power to withhold or restrict access to its lines.

MACHINERY BREAKDOWN

SUB-SECTION A – MACHINERY BREAKDOWN

DEFINED EVENTS

Any unforeseen and sudden physical damage to the machinery described in the Schedule from any cause not excluded whilst it is:

1. at work or at rest;
2. being dismantled for the purpose of cleaning, inspection, overhaul or removal to another position or in the course of these operations themselves or subsequent re-erection;

within the insured premises.

BASIS OF INDEMNITY (applicable to Sub-Section A)

Irrespective of the original cause the amount payable by the Company shall be determined by:

1. Sum insured

It is expressly agreed between the Insured and the Company that at all times the sum insured for each item of machinery shall be the new replacement value including freight dues, customs duties and erection costs.

2. Underinsurance

If the sum insured on any item of machinery at the time of the loss is less than the new replacement value including freight dues, customs duties and erection costs, the Insured shall be considered to be their own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

3. Partial damage

Where the machinery can be repaired the Company will pay the reasonable costs of restoring it to working order based on the customary rates of wages in the district and normal freight and erection costs and customs duties.

4. Total loss

If the cost of repairs as described in 1. above equals or exceeds the actual value of the machinery immediately before the occurrence such machinery shall be regarded as a total loss and the Company will pay the actual value of the machinery immediately before the occurrence which shall be calculated as the new replacement value.

5. Repair, reinstate or replace

The Company may at its option repair, reinstate or replace any damaged machinery or pay the amount of the damage in cash.

SPECIFIC EXCEPTIONS (applicable to Sub-Section A)

The Company will not be liable to pay for:

1. the amount specified in the Schedule as the first amount payable by the Insured for each and every occurrence;
2. damage due to:
   - 2.1 fire, extinguishing of a fire, direct lightning strikes, explosion;
   - 2.2 theft, collapse of buildings, impact by animals, vehicles, aircraft, other aerial devices or objects dropped therefrom, sonic shock waves;
   - 2.3 water that escapes from water containing apparatus including leakage or discharge from any sprinkler or drencher system;
   - 2.4 subsidence, landslide, storm, flood inundation, hail, snow, earthquake, volcanic eruption or other convulsions of nature or any subsequent dismantling;

3. wastage of material or wearing away or wearing out of any part of the machinery caused by or naturally resulting from ordinary usage or working or other gradual deterioration;
4. temporary repairs and any consequences arising therefrom unless the Company has authorised the temporary repairs;
5. expendable parts and tools such as (but not limited to) bits, cutters, knives, saws, blades, dies, patterns, rollers, sieves, chains, belts, ropes, conveyor bands, jointing and packing material. If these parts or tools are damaged as a result of an accident to other parts of the machinery insured, as provided for by this insurance, the Company shall indemnify the Insured for the residual value of such parts or tools;
6. extra charges for express delivery, overtime, Sunday and holiday rates of wages unless specially provided for herein;
7. costs of any alterations, additions improvements and overhauls carried out on the occasion of a repair;
8. damage resulting from experiments, overloads or tests requiring the imposition of abnormal conditions or from misapplication of tools;
9. the value of damaged parts that can be used in any way whatsoever;
10. the cost of repairing or replacing any foundations, masonry or refractories unless specifically mentioned in the Schedule;
11. damage due to defects or errors already existing at commencement of this insurance and which were known or should have been known to the Insured;
12. damage to any solar power system or any components thereof.

SPECIFIC CONDITIONS (applicable to Sub-Section A)

Access

The Insured shall allow the authorised representatives of the Company to examine the insured machinery at any reasonable time. If during the inspection any new facts of a nature likely to render the risk more than usually hazardous are observed the Insured must at the request of the Company restore the risk to normal within a reasonable time failing which the Company may suspend cover in whole or in part until the risk is restored to normal.

Alterations to working conditions

Notice of any intended alteration to or departure from normal working conditions which would affect the risk of damage to the machinery specified in the Schedule must be given to the Company. If the Company cannot approve the alteration or departure from normal working conditions the Company may cancel the insurance in respect of the machinery concerned, making an appropriate return of premium.

Claims

On the happening of an event giving rise or likely to give rise to a claim, the Insured:

1. shall exercise all means in their power to salvage the insured items and ensure their preservation;
2. may proceed with the repair of the machinery;

   PROVIDED THAT:

   1. they comply with 1. above;
   2. the carrying out of the repair is without prejudice to any question of liability;
   3. any damaged part requiring replacement is kept for inspection by the Company.

Maintenance

The machinery described in the Schedule of this Section shall be subject to regular and adequate maintenance processes undertaken by suitably qualified members of the Insured's own staff or in terms of a maintenance contract with specialist maintenance engineers.

Power surge

1. It is a condition of cover that the insured property must be protected by any SANS (South African National Standard) approved surge arrestors installed on the main distribution board(s) of the insured premises and installation must comply with all SANS requirements.
2. Should the sum insured per item or the combined sum insured for all insured items at the insured premises stated in the Schedule exceed R50 000 (fifty thousand rand), power surge cover will be subject to:

    2.1 the installation of any surge protection device that complies with SANS/IEC 61643-11 low voltage surge protection standards in the main electrical distribution board feeding the equipment;

    2.2 the device must:

        2.2.1 be a 40 kA (8/20) Class 2;

        2.2.2 be wired in terms of SANS 10142-1 Connection type 2;

        2.2.3 have mechanical fault indication;

    2.3 installation by a registered electrician who must provide either of the following:

        2.3.1 an Electrical Certificate of Compliance (CoC) for the installation;

        2.3.2 proof of installation stating the adherence to the required electrical standards and regulations at the time that the device was installed.

Should Conditions 1 and 2 above (where applicable) not be complied with, the Insured shall be responsible for the first amount payable stated in the Schedule.

Power surge is defined as a temporary fluctuation in the current or voltage of an electrical circuit which was not caused by a direct lightning strike.

Switchgear of refrigeration machinery

The controlling switchgear of the refrigeration machinery described in the Schedule of this Section shall incorporate apparatus for automatic restarting following a failure of the public supply of electricity.

SUB-SECTION B – BUSINESS INTERRUPTION (if stated in the Schedule to be included)

DEFINED EVENTS

Accident to machinery specified in the Schedule for this Section and used by the Insured, at the premises, for the purpose of the business resulting in interruption or interference with the business;

PROVIDED THAT:

payment shall have been made or liability admitted for Accident under the Machinery Breakdown Section except in so far as a Provision may operate to exclude losses below a specified amount.

DEFINITIONS (applicable to Sub-Section B)

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
Gross profit (difference basis)	the amount by which: 1. the sum of the Turnover and the amount of the closing stock shall exceed; 2. the sum of the amount of the opening stock and the amount of the uninsured costs. The amount of the opening and closing stocks shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation
Gross profit (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

Indemnity period	the period during which the results of the business are affected in consequence of the Accident beginning with the number of hours/days stated in the Schedule after the occurrence of the Accident and ending not later than the expiry of the period (time excess) shown in the Schedule after the occurrence	
Net profit	the net trading profit (exclusive of all capital receipts and accretions and all outlay property chargeable to capital) resulting from the business of the Insured at the premises after due provision has been made for all standing and other charges including depreciation but before the deduction of any taxation chargeable on profits	
Revenue	the money paid or payable to the Insured for goods sold and for services rendered in the course of the business at the premises	
Shortage in turnover	the amount by which the turnover during the specified portion of the indemnity period shall in consequence of the Accident fall short of that part of the standard turnover to which it relates	
Standing charges	as specified in the Schedule	
The premises	all premises owned, used or occupied by the Insured for the purposes of the business	
Time excess	the period stated in the Schedule	
Turnover	the money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the business at the premises	
Annual turnover	as may be necessary to provide for the trend of the business and for variations the turnover during the 12 (twelve) months immediately before the date of the damage	to which such adjustments will be made as may be necessary to provide for the trend of the business and for variations in or other circumstances affecting the business either before or after the Accident or that would have affected the business so that the figure thus adjusted will represent as nearly as may be reasonably practicable the results that but for the Accident would have been after the Accident
Rate of gross profit	the rate of gross profit to turnover during the financial year immediately before the date of the damage	
Standard turnover	the turnover during the period corresponding with the indemnity period in the 12 (twelve) months immediately before the date of the Accident	

Memorandum applicable to all definitions

If, during the Indemnity period, goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on their behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover or Revenue, during the Indemnity period.

BASIS OF LOSS SETTLEMENT (applicable to Sub-Section B)

1. Gross profit (difference basis)

The insurance under this item is limited to loss of Gross profit due to reduction in Turnover and increase in cost of working and the amount payable will be:

1.1 For reduction in turnover:

the sum produced by applying the Rate of gross profit to the amount by which the Turnover during the Indemnity period shall in consequence of the Accident fall short of the Standard turnover;

1.2 For increase in cost of working:

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing a reduction in Turnover which but for that expenditure would have taken place during the Indemnity period in consequence of the Accident but not exceeding the sum produced by applying the Rate of gross profit to the amount of the reduction thereby avoided;

less any sum saved during the Indemnity period for such charges and expenses of the business payable out of Gross profit as may cease or be reduced in consequence of the Accident;

PROVIDED THAT:

if the sum insured by this item is less than the sum produced by applying the Rate of gross profit to the Annual turnover (proportionately increased where the Indemnity period exceeds 12 (twelve) months) the amount payable will be proportionately reduced.

2. Revenue

The insurance under this item is limited to loss due to reduction in Revenue and increase in cost of working and the amount payable as indemnity hereunder will be:

2.1 For reduction in revenue:

the amount by which the revenue during the Indemnity period shall in consequence of the Accident fall short of the Standard revenue;

2.2 For increase in cost of working:

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Revenue which but for that expenditure would have taken place during the Indemnity period in consequence of the Accident but not exceeding the amount of the reduction thereby avoided;

less any sum saved during the Indemnity period for such charges and expenses of the business payable out of Revenue as may cease or be reduced in consequence of the Accident;

PROVIDED THAT:

if the sum insured by this item is less than the Annual revenue (proportionately increased where the Indemnity period exceeds 12 (twelve) months) the amount payable will be proportionately reduced.

SPECIFIC EXCEPTIONS (applicable to Sub-Section B)

This Section does not cover any loss or claim resulting from interruption of or interference with the business directly or indirectly attributable to any of the following causes:

1. shortage, destruction, deterioration of or damage to raw materials, semi-finished or finished products or other materials required for proper operation, even if the consequence of material damage to an item described in the Schedule of this Section;
2. any restrictions on reconstruction or operation imposed by any public authority;
3. the Insured not having at their disposal, in good time, sufficient capital for repairing or replacing destroyed or damaged machinery;
4. loss of business due to causes such as suspension, lapse or cancellation of a lease, licence, order, etc., that occurs after the date when the machinery and plant affected by an Accident is again in operating condition and the business could have been resumed if the aforesaid lease, licence, order, etc., had not been suspended, lapsed or cancelled;
5. the Company will not be liable for loss resulting from interruption or interference with the business due to additions, alterations or improvements being effected to the damaged item(s) on the occasion of its repair.

SPECIFIC CONDITIONS (applicable to Sub-Section B)

1. The insurance under this Section shall cease if the business is wound up or carried on by a liquidator or judicial manager or is permanently discontinued, except with the written agreement of the Company.
2. On the happening of any damage in consequence of which a claim may be made under this Section, the Insured shall, in addition to complying with General Conditions 6. *Claims* and 7. *Company's rights after an event*, with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this Section shall, not later than 31 (thirty one) days after the expiry of the Indemnity period, or within such further time as the Company may in writing allow, at their own expense deliver to the Company in writing a statement setting forth particulars of the claim together with details of all other insurance covering the loss or any part of it or consequential loss of any kind resulting therefrom. No claim under this Section

shall be payable unless the terms of this Specific Condition have been complied with and, in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

CLAUSES AND EXTENSIONS (applicable to Sub-Section B)

Accountant/Auditor

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Company under this Section, for the purpose of investigating or verifying any claims under this insurance may be produced and certified by the Insured's own accountants and/or auditors and their certificate will be prima facie evidence of the particulars and details to which such certificate relates.

Accumulation of stocks

In adjusting any loss, account will be taken and an equitable allowance made, if any shortage in Turnover due to the Accident is postponed by reason of the Turnover being temporarily maintained from accumulated stocks.

Departments/Branches

If the business is conducted in departments/branches the independent trading results of which are ascertainable the Provisions of items 1. Gross profit (difference basis) and 2. Revenue above will apply separately to each department/branch whose results are affected by the Accident;

PROVIDED THAT:

if the respective sums insured are less than the aggregate of the sums produced by applying the Rate of gross profit or Revenue for each department/branch of the business (whether its results are affected by the Accident or not) to the relative Annual turnover thereof (proportionately increased where the Indemnity period exceeds 12 (twelve) months) the amount payable will be proportionately reduced.

Deposit premium

In consideration of the premium for items 1. Gross profit (difference basis) and/or 2. Revenue being provisional because they are calculated on 75% (seventy five percent) of the sum(s) insured thereby, the premium is subject to adjustment on expiry of each period of insurance as follows:

if the Gross profit or Revenue earned (proportionately increased if the Indemnity period exceeds 12 (twelve) months) during the financial year concurrent with any period of insurance is less or greater than 75% (seventy five percent) of the sum insured thereon, a pro-rata return or additional premium not exceeding 33.3% (thirty three and one third percent) of the provisional premium paid for such period of insurance will be made for the difference.

New business

For the purpose of assessing any loss sustained as the result of an Accident occurring before the completion of the first year's trading the terms 'Rate of gross profit', 'Annual turnover', 'Standard turnover', 'Annual revenue' and 'Standard revenue' shall bear the following meanings:

1. Rate of gross profit

The rate of gross profit earned on the turnover during the 3 (three) months immediately before the date of the Accident.

2. Annual turnover

12 (twelve) times the average monthly turnover for the 3 (three) months immediately before the date of the Accident.

3. Standard turnover

The Turnover which would have been achieved during the Indemnity period if the average Turnover during the 3 (three) months immediately before the date of the Accident had been maintained.

4. Annual revenue

The average Revenue earned during the 3 (three) months immediately before the date of the Accident.

5. Standard revenue

The Revenue which would have been earned during the Indemnity period if the average Revenue during the 3 (three) months immediately before the date of the Accident had been maintained.

Overhauls

If during a period of 6 (six) months immediately following the recommissioning of the machinery and plant after the damage the Insured derives benefit from deferred sales or from increased production and/or profits as a consequence of an interruption of or interference with the business, such benefits shall be taken into account in determining the amount payable as indemnity under this Section.

Premium rebate

If the Gross profit and/or Revenue earned (all proportionately increased if the indemnity period exceeds 12 (twelve) months) during the financial year concurrent with any period of insurance is less than the respective sums insured thereon a pro-rata return of premium not exceeding 50% (fifty percent) of the premium paid on such sums insured for such period of insurance will be made for the difference;

PROVIDED THAT:

if any claim arises under these items, such return will be made only in respect of the difference not due to such claim.

Salvage sale clause

If the Insured shall hold a salvage sale during the indemnity period, item 1.1 under Gross profit shall, for the purposes of such claim, read as follows:

'in respect of reduction in Turnover the sum produced by applying the Rate of gross profit to the amount by which the Turnover during the Indemnity period (less the turnover for the period of the salvage sale) shall, in consequence of the damage, fall short of the Standard turnover, from which sum shall be deducted the Gross profit actually earned during the period of the salvage sale.'

SUB-SECTION C – DETERIORATION OF STOCK (if stated in the Schedule to be included)

DEFINED EVENTS

This insurance is in respect of:

1. fortuitous damage to the products contained in any insured Cold room(s) being the value of the insured products affected as a direct consequence of the Accident but not exceeding the limit of indemnity stated in the Schedule;
2. increase in the cost of working being the additional expenditure necessarily and reasonably incurred as a direct consequence of the Accident (including costs incurred in obtaining alternative storage facilities for the insured products) wholly and exclusively incurred for the purpose of preventing or minimising damage to the insured products but not exceeding the amount that would otherwise have been indemnifiable under 1. above and the Company will not be responsible to more than R100 000 (one hundred thousand rand) any one event;

   PROVIDED THAT:

   1. other than in the case of the accidental escape of refrigerant, Accident shall cause a fluctuation in temperature in the cold room(s);
   2. the Company shall have the benefit of any saving in expenditure as a result of the Accident.

   Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

DEFINITIONS (applicable to Sub-Section C)

Accident	1. unforeseen and sudden physical damage to the machinery described in the Schedule for this Section from any cause provided for by the Machinery Breakdown Section 2. failure of the public supply of electricity at the terminal ends of the supply authority's service feeders in the Insured's premises from any accidental cause other than: 2.1 the deliberate act of the Insured or any supply authority; 2.2 drought or shortage of fuel at any power station; 3. damage to the insured products contained in the insured cold room(s) caused as a direct result of the accidental escape of refrigerant following unforeseen and sudden physical damage to the refrigeration machinery described in the Schedule of this Section
Cold room	is an insulated, temperature-controlled space designed to maintain a specific temperature, usually below room temperature, and includes refrigeration chamber(s)
Damage	1. insured products: destruction or impairment in value of the insured products by deterioration or contamination or putrefaction or spoilage; 2. insured cold room(s): contamination by refrigerant necessitating the evacuation of the cold room(s)
Value	1. the actual purchase price paid by the Insured to their supplier for the insured products or that part thereof affected by Accident; or 2. the actual purchase price paid by the Insured to their supplier for the insured products or that part thereof affected by Accident including the processing costs of such insured products prior to being placed in the cold room(s); or 3. the selling price of the insured products or that part thereof affected by Accident in respect of insured cold room(s)

SPECIFIC EXCEPTIONS (applicable to Sub-Section C)

The Company shall not indemnify the Insured in respect of:

1. the first amount payable stated in the Schedule;
2. damage to the insured products and/or Cold room(s) caused by bruising, rodents, pests or natural deterioration, disease or vice;
3. damage to insured products not contained in insured Cold room(s) at the time of such damage;
4. consequential loss, damage or liability arising out of the damage to the insured products and/or Cold room(s);
5. damage to insured products stored in control atmosphere chambers.

MEMORANDA (applicable to Sub-Section C)

In the event of damage to the insured products:

1. where such damage necessitates destruction of the insured products a certificate of condemnation must be obtained by the Insured from the appropriate local authority for such goods to be destroyed;
2. in cases where damage is alleged to have impaired the value of the insured products reasonable proof of impairment of value must be submitted by the Insured in respect of such insured products;
3. where the Insured has incurred an increase in the cost of working so as to prevent or minimise damage to the insured products reasonable proof of the necessity for incurring such costs must be furnished by the Insured.

SOLAR POWER

SUB-SECTION A – PROPERTY

DEFINED EVENTS

Loss of or damage to the whole or part of the Solar power system, Battery or Inverter (as defined) described in the Schedule, owned by the Insured or for which they are legally responsible, including alterations by the Insured as tenants to the building and structures, by:

1. fire;
2. lightning and thunderbolt;
3. subterranean fire;
4. explosion;
5. earthquake (whether arising from mining operations or otherwise), volcanic eruption or other convulsion;
6. special perils:

    6.1 storm, wind, water, hail or snow but excluding damage to property:

        6.1.1 arising from it undergoing any process necessarily involving the use or application of water;
        6.1.2 caused by tidal wave originating from earthquake;
        6.1.3 in the open (other than solar arrays designed to exist or operate in the open);

    6.2 aircraft and other aerial devices or articles dropped therefrom;
    6.3 impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles;

    PROVIDED THAT:

    this Defined Event (special perils) does not cover damage caused or aggravated by:

    1. subsidence or landslip;
    2. the Insured's failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimisation of any damage;
    3. mildew, damp, rising damp, rust, corrosion or rot;

7. theft (or any attempt thereat):

    7.1 of the Inverter(s) and/or Battery(ies) (including Peripherals and accessories thereto) from any building at the premises described in the Schedule, accompanied by visible signs of physical damage to the building following forcible and violent entry into or exit from such building, or as a result of theft (or any attempt thereat) following violence or threat of violence;
    7.2 of externally fitted Solar panel(s)/Solar array(s) at the premises described in the Schedule, accompanied by visible signs of forcible removal of or tampering with the Solar panel(s)/Solar array(s), or as a result of theft (or any attempt thereat) following violence or threat of violence;

    PROVIDED THAT:

    the Company shall not be liable to pay more than the amount stated in the Schedule.

DEFINITIONS

Battery	a device that stores electricity generated by Solar panel(s) or the electrical grid
Inverter	a piece of equipment that converts the variable direct current (DC) to alternating current (AC)
Peripherals	racking and mounting system, charge controller, cabling, switches, performance monitoring system and other electrical accessories

Solar array	multiple Solar panels used in conjunction to produce electricity
Solar panel	collects energy from the sun in the form of sunlight and converts it into electricity that can be used to power businesses or homes (sometimes also called photovoltaics) and can be mounted as follows: 1. Carport-mounted: Solar array is retrofitted above an existing carport, or a purpose-built structure is installed that integrates Solar panels as the roofing of the carport; 2. Ground-mounted: Solar panels are held in place by racks or frames that are attached to ground-based mounting supports; 3. Mobile structure: Solar array is fitted to a mobile structure e.g., a trailer; 4. Pole-mounted: pole is driven directly into the ground or embedded in concrete and Solar panels are securely mounted at the top; 5. Roof-mounted: Solar array is installed on the rooftop of a building
Solar power system	system designed to generate and supply usable solar electricity by means of sunlight and photovoltaics and consists of several components, including Solar array, Inverter(s), Battery(ies) and/or Peripherals

SPECIFIC CONDITIONS (applicable to Sub-Section A)

Burglar alarm warranty (if stated in the Schedule to be applicable)

It is a condition precedent to the liability of the Company that a burglar alarm system will be installed at the premises stated in the Schedule and warranted that:

1. the burglar alarm installed at the premises shall:

   1.1 protect all insured Inverter(s), Battery(ies) and/or Peripherals;

   1.2 be extended to protect all insured Solar panel(s)/Solar array(s), which are externally fitted, by means of beams or sensors;

   1.3 be fully activated whenever the premises is not open for normal business unless any principal, partner, director or employee is in the premises;

2. the insurance shall not cover loss of or damage to the items noted in 1.1 and 1.2 above following the use of keys, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to the Insured unless such keys, keypad code or remote control were obtained by theft.

Unless specifically stated to the contrary, all premises shall be protected by such alarm and it is further warranted that:

1. the contract for any burglar alarm services shall include services of a 24-hour armed response unit;
2. the control panel shall have an event log and the arming and disarming of the alarm shall be logged and after the occurrence of a claim the Company will be entitled to request full information of the relevant log;
3. such alarm will be maintained in proper working order but the Insured shall be deemed to have discharged their liability if they have maintained their obligations under a maintenance contract with the installation/service company of the alarm system:

   PROVIDED THAT:

   cover will continue to be applicable whilst the alarm system is not operative due to a failure of the public supply of electricity at the terminal ends of the supply authority's service feeders and that such failure is not due to any act or omission of the Insured.

Replacement value conditions

The basis upon which the amount payable is to be calculated shall be either:

1. the replacement of the property by similar property in a condition equal to, but not better nor more extensive than, its condition when new; or
2. the repair of the property to a condition substantially the same as, but not better than, its condition when new;

PROVIDED THAT:

if, at the time of replacement or repair, the sum representing the cost (including freight dues, customs duties and erection costs, where applicable) which would have been incurred in replacement if the whole of the property had been lost, destroyed or damaged beyond repair exceeds the sum insured thereon at the commencement of the loss or damage, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

Solar power system warranty

It is a condition precedent to the Company's liability, and it is warranted that the Solar power system, Battery or Inverter installed on the insured premises must comply with the following requirements (where applicable):

1. the Solar power system, Battery or Inverter must be installed by an accredited electrical contractor as recognised by the Department of Labour;
2. installation must be accompanied by and comply with:
    - 2.1 a valid Electrical Certificate of Compliance (CoC);
    - 2.2 the latest edition of SANS 10142-1 (Wiring);
    - 2.3 NRS 097-2-1 (utility interface/inverter);
    - 2.4 any other regulatory requirements (where applicable);
    - 2.5 relevant municipal by-laws;
3. the Solar power system, Battery or Inverter must be regularly maintained and kept in good working order;
4. the Insured's employees must be educated and trained in the operation of such Solar power system, Battery or Inverter installed on the insured premises;
5. all bushes, grass, weeds and other flammables within a 5m (five metre) radius of the Solar power system must be cleared and regularly maintained;
6. where the Solar power sytem is Roof- or Carport-mounted, the installation of the Solar power system must include an evaluation conducted by a qualified professional on the suitability of the roof or carport to carry the additional weight of the Solar power system being installed.

SUB-SECTION B – LIABILITY

DEFINED EVENTS

Damages for which the Insured shall become legally liable to pay consequent upon accidental death of or bodily injury to or illness of any person (hereinafter termed 'Injury') or accidental loss of or physical damage to tangible property (hereinafter termed 'Damage') occurring during the period of insurance, arising from the Insured's use of the Solar power system, Battery or Inverter in, on or about the property insured.

LIMIT OF INDEMNITY (applicable to Sub-Section B)

The amount payable inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants and other costs and expenses incurred with the Company's consent for any one event or series of events with one original cause or source shall not exceed R1 000 000 (one million rand) for each and every claim.

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

SPECIFIC EXCEPTIONS (applicable to Sub-Section B)

The Company will not indemnify the Insured under this Sub-Section in respect of:

1. Injury or Damage sustained by:
    - 1.1 any member of the same household or family as the Insured;
    - 1.2 any person employed by the Insured under a contract of service or apprenticeship and arising directly from and in the course of such employment by the Insured;

1.3 any other person resulting from the ownership of or use by or on behalf of the Insured of mechanically propelled vehicles (except pedal cycles and lawnmowers);

2. damage to property:

2.1 2.1.1 belonging to the Insured;

2.1.2 in the custody or control of the Insured or any employee of the Insured;

2.2 caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure;

3. liability assumed by agreement unless liability would have attached to the Insured notwithstanding such agreement;

4. 4.1 liability in respect of Injury, Damage or loss of use of property directly or indirectly caused by seepage, pollution or contamination provided always that this exception shall not apply where such seepage, pollution or contamination caused by a sudden, unintended and unforeseen occurrence;

4.2 the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence.

This Exception shall not extend the Policy to cover any liability which would not have been insured under this Policy in the absence of this Exception;

5. fines, penalties, punitive, exemplary or vindictive damages;

6. 6.1 damages in respect of judgments delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and the Kingdom of Eswatini (formerly Swaziland);

6.2 costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the area described in 6.1 above.

MEMORANDA (applicable to Sub-Section B)

1. Where more than one Insured is named in the Schedule the Company will indemnify each Insured separately and not jointly and any liability arising between such Insured shall be treated as though separate policies had been issued to each;

PROVIDED THAT:

the aggregate liability of the Company shall not exceed the Limit of indemnity stated in the Schedule.

2. Provided that the aggregate liability of the Company is not increased beyond the Limit of indemnity stated, the Company will also indemnify as though a separate policy had been issued to each:

2.1 in the event of the death of the Insured, any personal representative of the Insured in respect of liability incurred by the Insured;

2.2 any partner or director or member or employee of the Insured (if the Insured so requests) against any claim for which the Insured is entitled to indemnity under this insurance.

3. In respect of this Sub-Section only, General Exception 1. *War, riot and terrorism* is deleted and replaced by the following: "This Sub- Section does not cover injury, damage or liability directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power".

4. If, at the time of any event giving rise to a claim under this Sub-Section, indemnity is also provided under any other insurance, this Sub-Section shall not be drawn into contribution with such other insurance except in respect of any excess over and above the amount payable by such other insurance.

5. Notwithstanding Specific Exception 3, the Company will indemnify the Insured if a garden services firm is engaged under contract in the maintenance of the garden at the premises stated in the Schedule and is legally liable for the acts or omissions of the employees of the garden services in the course of their employment at these premises.

SUB-SECTION C – ACCIDENTAL DAMAGE

DEFINED EVENTS

This Section is extended to cover accidental damage to the Solar power system, Battery or Inverter described in the Schedule, the property of the Insured or for which they are legally responsible;

PROVIDED THAT:

the Company's liability shall not exceed R100 000 (one hundred thousand rand) per event and R250 000 (two hundred and fifty thousand rand) in the annual aggregate.

SPECIFIC EXCEPTIONS (applicable to all Sub-Sections)

The Company will not be liable to indemnify the Insured, irrespective of the original cause, in respect of:

1. the first amount payable as stated in the Schedule, of each and every event giving rise to a claim. Where more than one item of property insured suffers physical loss or damage in any one event, the first amount payable shall be the highest single amount applicable to such property insured;
2. derangement unless accompanied by physical damage otherwise covered by a Defined Event under this Section;
3. loss or damage recoverable in terms of any maintenance and/or leasing agreement effected by, or on behalf of the Insured, covering the insured equipment;
4. loss of or damage recoverable in terms of manufacturer's warranty;
5. faults or defects known to the Insured (or their responsible employees) at the time this insurance was arranged or during the currency of the insurance and not disclosed to the Company or any consequences thereof;
6. wastage of material or wearing out of any part of the property insured caused by or naturally resulting from ordinary usage or working or other gradual deterioration, development of poor contacts or scratching of painted or polished surfaces of a cosmetic nature;
7. parts having a short life such as (but not limited to), contacts, X-ray tubes, bulbs, cathode-ray tubes, thermionic emission tubes, fuses and sacrificial buffer circuits. If such parts are damaged as a result of a defined event as provided for by this Sub-Section to other parts of the property insured, the Company shall indemnify the Insured for the residual value prior to the loss of such exchangeable parts;
8. wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded;
9. cost of reproducing data and/or programs whether recorded on computer hard-drives, discs, tapes, cards, or otherwise;
10. loss of use of the property or other consequential loss, damage or liability of whatsoever nature or as a result of its inherent vice or defect, faulty design or installation, vermin, insects, damp, mildew or rust;
11. detention, confiscation, forfeiture, impounding, attachment or requisition by any lawfully instituted authority or other judicial process or requisition by Customs or other officials;
12. loss or damage of whatsoever nature arising directly or indirectly of or in connection with the action of any computer virus, Trojan or worm(s) or other similar destructive media;
13. loss or damage caused by any principal, partner, director or employees of the Insured whether acting alone or in collusion with others;
14. loss or damage to any portion of the insured Solar power system resulting from the collapsing of the roof, pylon or any other structure on which the Solar array is installed, and such collapse being caused by or resulting from:
    - 14.1 the inability of the structure to support the weight of the Solar array; or
    - 14.2 any other cause associated with the design or construction of the support structure or the solar array that may be considered defective, faulty or inadequate;
15. loss or damage by overloading of any component of the Solar power system (overloading is when the sum of the wattage of all electrical equipment which draws AC electricity from any component of the Solar power system exceeds the capacity, as per the manufacturers' specifications, of such component);
16. a gradual reduction of the capacity of the Solar array or any Battery linked thereto;
17. loss or damage to a Solar array that is fitted on a thatch roof, asbestos roof or any other structure of non-standard construction;

18. theft or disappearance which is not identifiable with a specific incident;
19. damage to property in the underground workings of any mine.

CLAUSES AND EXTENSIONS

Architects' and other professional fees

The Company will in addition to the sums insured stated in the Schedule pay for professional fees necessarily and reasonably incurred in the repair or reinstatement of property following indemnifiable loss or damage;

PROVIDED THAT:

the amount payable in respect of such fees does not exceed 20% (twenty percent) of the total amount of the claim, but shall not include expenses incurred in connection with the preparation of the Insured's claim.

Capital additions

The insurance under this Section covers alterations, additions and improvements (but not appreciation in value in excess of the sum(s) insured) to the property insured for an amount not exceeding 20% (twenty percent) of the sum insured thereon, it being understood that the Insured undertake to advise the Company each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

Clearance costs

The Company will in addition to the sums insured stated in the Schedule pay for costs necessarily and reasonably incurred by the Insured in respect of demolition or dismantling of property and/ or removal of debris and in providing, erecting and maintaining hoardings and other similar structures required during demolition, dismantling, debris removal and reconstruction following indemnifiable loss of or damage to such;

PROVIDED THAT:

the total amount recoverable does not exceed 20% (twenty percent) of the total amount of the claim.

Credit shortfall

If any total loss settlement under Sub-Section A is less than the amount owing to the financier under a current installment sale or lease agreement, the Company will pay to the Insured an additional amount equal to the shortfall less:

1. any arrears installments or rentals including interest payable on such arrears;
2. all refunds of premium for cancellation of any insurance cover relating to the Solar power system;
3. the increased installments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled;
4. a balloon payment due at the end of the finance period;
5. the first amount payable under Sub-Section A;

PROVIDED THAT:

1. the amounts payable shall not exceed the maximum indemnity less the first amount payable under Sub-Section A;
2. this Extension shall not apply to an agreement whereby the amount of any single installment other than the final residual amount after the initial payment differs by more than 10% (ten percent) from any other installment;
3. if such shortfall is as a result of a re-advance under an installment sale or refinancing in terms of a lease the insurance by this Extension shall be void;
4. the amount payable under this Extension shall not exceed 20% (twenty percent) of the sum insured of the affected property stated in the Schedule under Sub-Section A, subject to the Terms, Provisions and Conditions of this Extension.

Express delivery and overtime

The Company will in addition to the sums insured stated in the Schedule pay for extra charges for express delivery, airfreight, overtime, Sunday and holiday rates of wages payable in respect of the necessary and reasonable additional costs incurred by the Insured for effecting repairs or replacement approved by the Company, limited to 50% (fifty percent) of the amount which the repair or replacement would have cost had these additional costs not been incurred.

Hire purchase/finance agreements

Where the Company has knowledge of the property insured, or any individual item thereof, being subject to a suspensive sale or similar agreement, payment hereunder shall be made to the owner described therein whose receipt shall be in full and final discharge to the Company in respect of loss or damage indemnifiable by this Sub-Section of the Policy.

Software upgrade

If the Company has accepted liability in terms of a claim, the Company will pay in addition to any other amount the reasonable cost to reinstate or upgrade the software installed on the system which is lost or damaged;

PROVIDED THAT:

1. the cost towards the replacement or upgrade of the software shall not exceed 25% (twenty five percent) of the value of the insured equipment or R10 000 (ten thousand rand), whichever is the lesser;
2. this Extension shall apply to each item separately and individually.

Temporary removal

Except in so far as it is otherwise insured, landlord's fixtures and fittings covered whilst temporarily removed elsewhere on the premises stated in the Schedule or to any other premises including transit by road, rail or inland waterway anywhere within the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdom of Eswatini (formerly Swaziland), Zambia, Zimbabwe, Mozambique and Malawi;

PROVIDED THAT:

1. unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, the liability of the Company shall not exceed 25% (twenty five percent) of the sum insured applicable to any item;
2. the amount payable under this Clause shall not exceed the amount that would have been payable had the loss occurred on the part of the premises from which the property is temporarily removed.

Temporary repairs and measures after loss

The insurance under this Section is extended to include all costs and expenses incurred by the Insured in effecting such temporary repairs and by taking such temporary measures as may be reasonably necessary after loss of or damage to the insured property by any peril hereby insured against;

PROVIDED THAT:

the liability of the Company for such costs and expenses shall not exceed in the aggregate R150 000 (one hundred and fifty thousand rand) per event.

Tenants

The Company's liability to the Insured shall not be affected by any act or omission on the part of any tenant (other than the Insured) without the Insured's knowledge. The Insured shall, however, inform the Company as soon as any such act or omission which is a contravention of any of the Terms, Exceptions or Conditions of this Section comes to their knowledge and will be responsible for any additional premium payable from the date any increased hazard shall be assumed by the Company.

Territorial limits

Cover is restricted to property situated in the Republic of South Africa only.

OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

Incompatibility cover

Notwithstanding anything contained to the contrary in the Policy, the indemnity by Sub-Sections A of this Section shall indemnify the Insured for costs incurred in respect of:

1. modifications or alterations to the property insured directly consequent upon indemnifiable loss or damage to ensure the operating integrity of the Solar power system;
2. replacement or upgrading of legal programs to achieve compatibility with the modified or altered Solar power system;

PROVIDED THAT:

1. the costs provided for in 1 and 2 above shall be necessarily and reasonably incurred to maintain normal working conditions;
2. such additional costs shall be incurred as a direct consequence of indemnifiable loss or damage in terms of Sub-Sections A of this Section;
3. the cover afforded hereunder shall be restricted to parts or components of the solar power system which are not indemnifiable under Sub-Section A hereof;
4. the indemnity by this extension shall, in respect of any one event, be limited in the aggregate to 20% (twenty percent) of the applicable total sum insured under Sub-Section A (the limit of indemnity) or R100 000 (one hundred thousand rand), whichever is the lesser.

Power surge

In the event of loss of or damage to the insured property due to a temporary increase in the current or voltage of an electrical circuit, which was not caused by a direct lightning strike, the Company shall indemnify the Insured up to R250 000 (two hundred and fifty thousand rand) or the amount stated in the Schedule, whichever is the lesser, for each and every occurrence or series of losses from one event and R500 000 (five hundred thousand rand) in the annual aggregate;

PROVIDED THAT:

1. the insured property must be protected by any SANS (South African National Standard) approved surge arrestors and installation must comply with all SANS requirements;
2. the Insured shall be responsible for the first amount payable as stated in the Schedule.

Theft (non-forcible)

The following Defined Event is added in respect of Sub-Section A:

Theft (or any attempt thereat) other than by any principal, partner, director or employee of the Insured;

PROVIDED THAT:

the Company's liability shall be limited to R250 000 (two hundred and fifty thousand rand) or the amount stated in the Schedule, whichever is the lesser.

IMPORTANT INFORMATION

For information purposes only – the following does not form part of your insurance contract.

1. You must be informed of any material changes to the details of the Intermediary and us.
2. We may not cancel your policy merely by informing your Intermediary. There is an obligation to make sure the notice has been given to you as required by law.

WARNING

3. Do not sign any blank or partially completed application forms.
4. Complete all forms in ink.
5. Keep all documents handed to you.
6. Make notes as to what is said to you.
7. Don't be pressurised to buy this Policy.
8. Incorrect information or non-disclosure by you may impact on any claims arising from your contract of insurance.

COMPLAINTS PROCEDURE

9. If you have a complaint about the service or the advice you received from your Intermediary, please contact:

   Please see disclosure notice attached to the Policy Schedule.

10. If you have a complaint about this Policy or the service you received from us, please contact:

    Please see disclosure notice attached to the Policy Schedule.

Version 9

hollard.co.za
Tel: (011) 351 5000

Underwritten by The Hollard Insurance Company Limited (Reg. No. 1952/003004/06),
a Licensed Non-Life Insurer and an authorised Financial Services Provider

Hollard.