



**Policy Wording  
Business  
Branch**

**Hollard.**

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## 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 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**

#### **Talk to Hollard first**

If the Insured has a complaint, the first thing the Insured or his/her insurance broker should do is speak to Hollard.

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

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

#### **Seek a review**

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

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

#### **Seek an independent review**

The Insured is entitled to seek an external review of 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 Ombudsman for Short-term Insurance (OSTI).

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

The OSTI can be contacted at:

The Ombudsman for Short-term Insurance

PO Box 32334

BRAAMFONTEIN

2017

Phone: 011 726 8900

Fax: 011 726 5501

Hollard agrees to accept an OSTI decision; however, the Insured has the right to take legal action if the OSTI decision is unacceptable. The OSTI only accepts resolutions under their Terms of Reference.

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

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

- 1.2 This Policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 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 alleges 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;
- 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 ionizing 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 (applicable to the Public Liability and Employers Liability Sections and Sub-Section D Liability of the Buildings Combined 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

Special Extensions to General Exception 4 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:

- 4.3.1 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
- 4.3.2 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
- 4.3.3 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
- 4.3.4 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 data electronically or otherwise stored in or on any of the above, whether the property of the Insured or not.

**Special Extension to General Exception 4**

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

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

- 1.1 storm, wind, water, hail or snow excluding damage to property:
  - 1.1.1 arising from its undergoing any process necessarily involving the use or application of water;
  - 1.1.2 caused by tidal wave originating from earthquake;
  - 1.1.3 in the underground workings of any mine;
  - 1.1.4 in the open (other than buildings, structures and plant designed to exist or operate in the open) unless specifically insured as a separate item in the Schedule;
  - 1.1.5 in any structure not completely roofed unless specifically insured as a separate item in the Schedule;
  - 1.1.6 being retaining walls unless specifically insured as a separate item in the Schedule;

PROVIDED THAT:

this Special Extension shall not apply to 1.1.3, 1.1.4 and 1.1.5 if specifically described in the Schedule;

- 1.2 aircraft and other aerial devices or articles dropped therefrom;
- 1.3 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.

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

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

## GENERAL CONDITIONS

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

### 1. Misrepresentation, misdescription and non-disclosure

Misrepresentation, misdescription or non-disclosure 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, misdescription or non-disclosure.

### 2. 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.

### 3. Cancellation

#### 3.1 By the Company

This Policy, Policy Section or item may be cancelled at any time by the Company giving 30 (thirty) days' notice in writing (or such other period as may be mutually agreed) or by the Insured giving immediate notice.

#### 3.2 By the Insured

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 4.

#### 3.3 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.

### 4. Premium payment

#### 4.1 Where the premium is paid quarterly, bi-annually or annually

The premium is due and payable on or before the inception date or renewal date as the case may be, but must be paid within 30 (thirty) days. The Company shall not be obliged to accept premium tendered to it more than 30 (thirty) days after the inception date or renewal date as the case may be, but may do so upon such terms as it at its sole discretion may determine.

#### 4.2 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 this premium has also not been paid, the policy will be canceled from the date of the first unpaid premium.

If all premiums have not been paid, any claims made will not be settled under this policy.



## 5. 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.

## 6. 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. The failure to adhere to any applicable law, regulation, by-law or rule shall entitle the insurer to reject any claim where such failure is material to the claim.

### 6.1 Gas installations – LP gas

It is a condition precedent to liability that all gas installations at the insured premises must adhere strictly to the SANS 100087 – 1 Code of Practices, specifications and/or standards and any subsequent amendments thereto.

### 6.2 Suspension of insurance cover

The Company may at its option (subject to conditions of General Condition 3, Cancellation) suspend cover relative to any Section of the Schedule to this Policy in the event of:

- 6.2.1 the Insured failing to comply with any statutory or building requirement to which this insurance is subject;
- 6.2.2 any condition to which the Policy may be subject to in writing or endorsement by the Company and thereafter directed to the Insured or appointed representative.

### 6.3 Fire protection

It is a condition precedent to liability under this Policy that all firefighting equipment or fire protection at the premises is installed, maintained and serviced in accordance with the Regulations contained in the National Building Regulations or any other regulations as may be contained in the respective Emergency Services Bye-laws.

### 6.4 Building maintenance

The Insured agrees that:

- 6.4.1 drainage systems on the insured premises;
- 6.4.2 gutters fitted to the building;
- 6.4.3 canals or any other natural water paths and pathways on or near the insured premises;

will be cleaned regularly and kept clean of debris, leaves, sand or other material that may cause obstruction of such flow of water.

Failure to adhere to the requirements stated in 6.4.1, 6.4.2 and 6.4.3 above and the Company alleges the loss or damage is material to such failure the Insured shall be responsible to pay the first 10% (ten percent) of each claim with a minimum of R2 500 (two thousand five hundred Rand) in addition to any other first amount payable.

## 7. Claims

### 7.1 Notice

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

- 7.1.1 give notice thereof to the Company as soon as reasonably possible and provide particulars of any other insurance covering such events as are hereby insured;
- 7.1.2 shall as soon as practicable after the event or such further time as the Company may in writing allow, submit to the Company a claim in writing and give the Company such proof, information and sworn declarations as the Company may reasonably require;
- 7.1.3 shall immediately after the event inform the Police of any claim involving theft 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.

### 7.2 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 report the occurrence to the South African Police Service immediately 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.

### 7.3 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.

### 7.4 Legal processes

The Insured shall immediately advise the Company of any impending prosecution or inquest and forward to the Company immediately 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.

### 7.5 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.

### 7.6 Limitation of liability

The Company shall not be liable under more than one Section 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.

### 7.7 Prescription period

#### 7.7.1 Expiry of claim

No claim shall be payable after expiry of 36 (thirty six) months or such further time as the Company may allow from the happening of any event unless the claim is the subject of pending legal action or is a claim in respect of the Insured's legal liability to a third party;

PROVIDED THAT:

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

- 7.7.7.1 Business Interruption;
- 7.7.7.2 Fidelity Guarantee;
- 7.7.7.3 Stated Benefits or Group Personal Accident including Personal Accident (assault) under Money.

**7.7.2 Rejections**

No claim shall be payable unless the Insured claims payment by serving legal process on the Company within 6 (six) months of the rejection of the claim in writing and pursues such proceedings to finality.

**7.8 Recovery**

- 7.8.1 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.
- 7.8.2 The Company shall pay for the reasonable cost in identifying such property.
- 7.8.3 Failure to assist the Company in the recovery of the said property the Insured shall become legally liable to repay the Company all payments and expenses in respect of the claim.
- 7.8.4 If the property was successfully recovered Hollard will be the rightful owner of the property.
- 7.8.5 If the Company replaces or reinstates such vehicle the Company shall have the option to take ownership of the vehicle.

**8. Company's rights after an event**

- 8.1 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:
  - 8.1.1 take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This Condition shall be evidence of the leave and licence of the Insured to the Company to do so. The Insured shall not be entitled to abandon any property to the Company whether taken possession of by the Company or not;
  - 8.1.2 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.
- 8.2 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.
- 8.3 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.

**9. 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:

- 9.1 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

- 9.2 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
- 9.3 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.

**10. Reinstatement of cover after loss (not applicable to stock on a declaration basis nor to any Section where it is stated to be not applicable)**

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

**11. 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.

**12. 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.

**13. Collective insurance**

If this insurance is a collective insurance then the following amendment is made to General Condition 7 (1) above:

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

And General Condition 8 is substituted by the following:

Company's rights after an event:

- 8.1 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:
- 8.1.1 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;
- 8.1.2 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.

- 8.2 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.
- 8.3 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.

## 14. Value Added Tax (VAT)

### 14.1 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.

### 14.2 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 14.1 and 14.2 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.

## 15. Consent to disclosure of private information

- 15.1 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 and assess risks fairly and reduce the incidence of fraudulent claims with a view to limiting premiums.
- 15.2 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.
- 15.3 The Insured consents to such information being stored in the shared database and used as set out above.
- 15.4 The Insured also consents to such information being disclosed to any insurer or its agent.
- 15.5 The Insured further consents to any underwriting information being verified against legally recognised sources or databases.
- 15.6 The Insured agrees that this consent clause will survive the termination for whatever reason of the policy, including its cancellation or lapsing.

## 16. 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.

## 17. 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.

## 18. Change of interest/disclosure/non-disclosure

18.1 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.

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

18.3 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.

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

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

18.4.2 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.

## 19. Alterations to the business

19.1 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.

19.2 The definition of change referred to in 19.1 shall include but not be limited to:

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

19.2.2 changes to the address or location of the business;

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

19.2.4 alterations in construction of the premises;

19.2.5 new business products not previously disclosed to the Company;

19.2.6 change of tenants if you are leasing out property;

19.2.7 additional premises occupied.

19.3 The Company may at its own discretion:

19.3.1 adjust the premium or terms of the Policy;

19.3.2 require additional Terms, Conditions or Provisions;

19.3.3 cancel the Policy in accordance with the Provisions of the Policy.

## 20. Insurable Interest

20.1 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.

20.2 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.

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

20.4 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.

## **21. 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, South African Police Services, crime prevention units or other officials or authorities.

## **22. Theft by false pretences and fraud**

This Policy does not cover loss or damage resulting directly or indirectly from or in connection with any actual or purported exchange, cash or credit sale agreement including theft by false pretences and/or fraud.

## **23. 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.

## **24. Policy and Schedule**

The Policy 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 and the contents of the Schedule, the Policy Schedule shall be given precedence.

## **25. 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.

## **26. 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.

## **27. Delay of cover**

27.1 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:

27.1.1 bush- or grass fire;

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

27.2 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.

## **28. Territorial extension/sum insured limitation**

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties of the Policy the maximum liability or loss in respect of any claim under Policy Sections:

- A. Fire;
- B. Buildings Combined;
- C. Office Contents;
- D. Business Interruption; or
- E. Accidental Damage;

is limited to 10% (ten percent) of the sum insured in respect of the Section or the amount stated in the Schedule for incidental risks situated outside the territorial scope.

## 29. Obsolescence in the event of loss of or damage to:

- 29.1 electronic motors;
- 29.2 telephonic communication equipment;
- 29.3 security control equipment (inclusive of cameras);
- 29.4 alarm and detection systems;
- 29.5 TV aerials including television transmission or reception equipment;
- 29.6 closed circuit cameras and monitors;
- 29.7 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.

## 30. Dye-lots, patterns and textures

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

## 31. Changes in Premiums and Conditions

Hollard 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 30 (thirty) days' notice in writing.

## 32. Average

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

- A. Fire;
- B. Business Interruption;
- C. Buildings Combined but not applicable to accidental damage to sanitary-ware;
- D. Office Contents but not applicable to accidental damage to sanitary-ware;
- E. Glass;
- F. Electronic Equipment.

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

Notwithstanding Average as defined above this Condition shall not apply to:

1. Business Interruption Section:

if the insured amount shown in the Schedule has been calculated using the Hollard LMI Business Interruption Calculator and your VAT inclusive turnover and other relevant figures from your income statement are as stated in the calculation from the approved calculator, then Average as defined will not apply.

2. Fire and Buildings Combined Sections:

if the insured amount in terms of building(s) stated in the Schedule has been calculated by an approved Hollard valuator then the specification of assets remains as stated in the valuation. The Average condition as defined shall not be applicable for 12 (twelve) months from the date of such valuation.



## 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 7 Claims or to substantiate the amount of any claim;

PROVIDED THAT:

- 1.1 the liability of the Company for such costs shall not exceed R250 000 (two hundred and fifty thousand Rand) or the amount stated in the Schedule, whichever is the greater, for each and every occurrence and in the annual aggregate applicable to all Sections cumulatively claimed under;
- 1.2 the Insured shall be responsible for the first 10% (ten percent) of each claim with a minimum of R1 000 (one thousand Rand).

### 2. Payments on account

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

### 3. First amount payable

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

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

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

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 R10 000 (ten thousand Rand) for each event.

## 10. Malicious damage

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

- A. Fire;
- B. Buildings Combined;
- C. Office Contents.

The Company shall pay for loss or 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 loss or damage to the property insured and stated in the Schedule;

PROVIDED THAT:

this Extension does not cover:

- 10.1 damage related to or caused by fire or explosion;
- 10.2 loss of or damage to property for which indemnity is available in terms of the Theft Section of the Policy;
- 10.3 consequential loss or damage or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- 10.4 damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
- 10.5 damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 10.6 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 alleges that, by reason of Provision 10.1, 10.2, 10.3, 10.4, 10.5 or 10.6 loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

If any building insured or containing the insured property becomes unoccupied for 30 (thirty) 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 30 (thirty) consecutive days, the Insured shall become a co-insurer with the Company and shall bear a proportion of any damage equal to 20% (twenty percent) of the claim before deduction of any first amount payable.

## 11. Fire-extinguishing charges

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

Section	Limit of Indemnity	First Amount Payable
Fire	Reasonable cost not exceeding 20% of the sum insured	R1 000
Buildings Combined	Reasonable cost not exceeding 20% of the sum insured	R1 000
Office Contents	Reasonable cost not exceeding 20% of the sum insured	R1 000
Goods in Transit	R10 000	R500
Motor	R10 000	R500
Motor Traders	R10 000	R500
Electronic Equipment	R10 000	R500

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

PROVIDED THAT:

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

## 12. Subsidence and landslip (limited cover)

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

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

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:

- 12.1 normal settlement, shrinkage or expansion of the land supporting the insured property;
- 12.2 alterations, additions or repairs to the building(s);
- 12.3 compaction or infill;
- 12.4 defective or faulty design, materials or workmanship;
- 12.5 excavations other than mining operations;
- 12.6 contraction and/or expansion of soil, clay or similar types or moist or damp;
- 12.7 removal or weakening of support to the insured property.

The Company will not be liable for:

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

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

The Insured will be responsible for the first R2 500 (two thousand five hundred Rand) of each and every occurrence giving rise to a claim.

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

### 13. Power surge

The power surge Provision is applicable to each of the following Sections:

- A. Fire;
- B. Buildings Combined;
- C. Office Contents;
- D. Accidental Damage;
- E. Business Interruption with a combined limit as stated in 13.1 below.

13.1 Subject to the Definitions, Provisions, Specific Exceptions, Terms and Conditions in this Section, the Company shall indemnify the Insured up to R100 000 (one hundred thousand Rand) for each and every occurrence or series of losses from one event;

PROVIDED THAT:

- 13.1.1 the Insured shall be responsible for the first 10% (ten percent) with a minimum of R2 500 (two thousand five hundred Rand) or the amount stated in the Schedule for each and every claim and if the Insured can prove to the satisfaction of the Company an approved surge protector is installed, the Insured shall be responsible for the first R1 000 (one thousand Rand) only of each and every claim;
- 13.1.2 this cover will include loss or damage to refrigerated stock insured under the Fire Section columns 4 and/or 5 and there shall be no liability under this Extension for such interruption or interference of the Business for the first 24 (twenty four) hours;
- 13.1.3 this Provision shall not apply if the loss or damage is as a result of power surge caused by the exercise of an authority empowered by law to supply water, gas or electricity of its power to withhold or restrict supply unless such withholding or restriction is directly attributable to Damage to property of such authority.

For the purposes of this Clause, supply shall be considered to have failed when the quantity or quality is inadequate for the purpose for which it is required.

### 14. Ombudsman

In the event the Insured feels that they have not been dealt with fairly under this Policy or wishes to make a complaint and such complaint has not been dealt with by the Company to the Insured's satisfaction, the Insured may refer such complaint to the Ombudsman for Short-term Insurance. The Insured may contact their representative broker, administrator or the Company to obtain the details of the Ombudsman.

### 15. 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	

Section	Reference	Amendment
Fire Buildings Combined Office Contents	Capital Additions Clause Capital Additions Clause Capital Additions Clause	If the period of insurance is more often than quarterly then the words "each quarter" are amended to read "each month"
Fidelity Guarantee	Defined Event	In addition to the defined events the following is added:  The amount payable during any one period of 12 (twelve) consecutive months from inception or anniversary date will not exceed the sum insured stated in the Schedule at the said inception or anniversary date as the case may be (or double the sum insured if Your "Reduction/Reinstatement amount clause" 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 insured Amount Clause	The words "annual premium" are amended to read "12 (twelve) times the monthly premium" for policies with monthly periods of insurance and "4 (four) times the quarterly premium" or "2 (twice) the bi-annual premium" for policies with quarterly or half-yearly periods of insurance respectively.

## 16. Locks and keys

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

- A. Office Contents;
- B. Theft;
- C. Money.

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

- 16.1 any receptacle; or
- 16.2 the office premises;
- 16.3 after theft has taken place and the Company accepted liability for such claim;

PROVIDED THAT:

- 16.3.1 the premises is stated in the Schedule;
- 16.3.2 the liability of the Company shall not exceed R5 000 (five thousand Rand) in terms of 16.1, 16.2 or 16.3 or R10 000 (ten thousand Rand) in the aggregate any one event;
- 16.3.3 the Insured shall be responsible for the first R500 (five hundred Rand) each and every claim.

**17. Property under construction or alteration**

Property insured by this Policy in the course of erection and/or completion and/or alteration, until final completion of the contract, shall not exceed R2 500 000 (two million five hundred thousand Rand);

PROVIDED THAT:

this Exception shall not apply in respect of damage to:

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

**18. 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 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;

PROVIDED THAT:

this Policy does not cover damage to property as a result of:

- 6.1.1 property undergoing any process necessarily involving the use or application of water;
- 6.1.2 tidal wave originating from earthquake;
- 6.1.3 in the underground workings of any mine;
- 6.1.4 or in the open (other than buildings, structures and plant designed to exist or operate in the open) unless specifically insured as a separate item in the Schedule;
- 6.1.5 or any structure not completely roofed unless specifically insured as a separate item in the Schedule;
- 6.1.6 or being retaining walls unless specifically insured as a separate item in the Schedule;
- 6.2 aircraft and other aerial devices or articles dropped therefrom;
- 6.3 impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles;

PROVIDED THAT:

this Defined Event (special perils) does not cover:

1. wear and tear or gradual deterioration;
2. damage caused or aggravated by:
  - 2.1 leakage or discharge from any sprinkler or drencher system or fire extinguishing installation/appliances in the buildings insured hereby or in buildings containing property insured hereby exceeding R10 000 (ten thousand Rand);
  - 2.2 subsidence or landslip;
  - 2.3 the Insured's failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimization of any damage;
  - 2.4 mildew, damp, rise in the underground water table, rising damp, rust, corrosion or rot;
7. loss of or damage to geysers, water tanks, water apparatus, water pipes, drip trays, pans and water heating systems, the property of the Insured installed in the building(s) described in the Schedule;

PROVIDED THAT:

the Company shall not be liable to pay for:

- 7.1 more than R10 000 ( ten thousand Rand) or the amount stated in the Schedule any one event;
- 7.2 a first amount payable of 10% (ten percent) of claim minimum R1 000 (one thousand Rand) is applicable to each and every claim;
- 7.3 pipes more than 1 m (one metre) from the geyser;
- 7.4 loss or damage caused by or aggravated by wear and tear, rust, decay or gradual deterioration;
- 7.5 loss or damage caused by cracking or splitting of the unit;
- 7.6 loss or damage as a result of faulty material or workmanship, inherent device and latent defects or faulty or defective design;
- 7.7 loss or damage recoverable in terms of manufacturer's warranty;
- 7.8 loss or damage as a result of failure or deliberate withholding of supply of water or electricity or fuel.

**Specific condition**

The geyser(s) 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. If the Company alleges the geyser was not installed in accordance to specification the Insured shall be liable for the first R1 500 (one thousand five hundred Rand) of each claim in addition to the first amount payable as stated in provision 7.2;

8. accidental damage to sanitary-ware up to R50 000 (fifty thousand Rand) for each and every incident of such damage and the Insured shall be responsible to pay the first R1 000 (thousand Rand);
9. Leakage:  
  
damage caused by discharge or leakage from any sprinkler, drencher system or fire extinguishing installation/appliances up to R10 000 (ten thousand Rand) or the amount stated in the Schedule.
10. Shade nets and canopies
  - 10.1 the Company will pay for loss or damage to shade nets and canopies in the open at the premises and included in the sum insured caused by hail, wind, snow or storm up to R50 000 (fifty thousand Rand) or the amount stated in the Schedule for each and every event;

PROVIDED THAT:

- 10.1 the condition of average shall apply;
- 10.2 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%

11. 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

### Alternative replacement conditions (design capacity)

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

PROVIDED THAT:

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

### Designation of property

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

### All other contents

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

The benefit under this Clause is limited to R10 000 (ten 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 restricted in respect of:

1. money and stamps to a limit of R10 000 (ten thousand Rand);
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 R10 000 (ten thousand Rand).

### Alterations and misdescription

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

### Architects' and other professional fees

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

PROVIDED THAT:

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

### Capital additions

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

**Cost of demolition, clearing and erection of hoardings**

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

PROVIDED THAT:

the total amount recoverable shall not exceed the sum insured on the property affected.

The Company will not pay for any costs or expenses:

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

**Deterioration of undamaged stocks**

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

PROVIDED THAT:

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

**Express delivery and overtime**

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

**Mortgagee**

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

**Motors and pumping equipment**

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

PROVIDED THAT:

1. the Company shall not be liable to pay more than R10 000 (ten thousand Rand) any one event or R50 000 (fifty thousand Rand) during any one insurance period;
2. the Insured shall be liable for the first 10% (ten percent) of the claim with a minimum of R500 (five hundred Rand) for each claim;
3. the Company shall not be liable to compensate for:
  - 3.1 automatic pool cleaners;
  - 3.2 loss or damage as a result of wear and tear;
  - 3.3 wear and tear;
  - 3.4 gradual deterioration;
  - 3.5 inherent vice and latent defects;
  - 3.6 any loss or damage recoverable under warranty.

## **Municipal plans scrutiny fee**

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

PROVIDED THAT:

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

## **Public authorities' requirements**

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

PROVIDED THAT:

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

## **Railway and other subrogation**

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

## **Reinstatement value conditions**

In the event of property other than stock being damaged, the basis upon which the amount payable is to be calculated shall be:

the cost of replacing or reinstating on the same site property of the same kind or type but not superior to nor more extensive than the insured property when new;

PROVIDED THAT:

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

3. if, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the insured property had been damaged, exceeds the sum insured thereon at the commencement of any damage to such property by a defined event, then the Insured shall be considered as being their own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of this Section, if more than one, to which these conditions apply shall be separately subject to this Provision;
4. these conditions shall be without force or effect if:
  - 4.1 the Insured fails to intimate to the Company within 6 (six) months of the date of damage or such further time as the Company may in writing allow, their intention to replace or reinstate the property;
  - 4.2 the Insured is unable or unwilling to replace or reinstate the property on the same or another site.

### **Temporary removal**

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

#### **PROVIDED THAT:**

1. unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, the liability of the Company shall not exceed 20% (twenty percent) of the sum insured applicable to any item;
2. the amount payable under this Clause shall not exceed the amount that would have been payable had the loss occurred on the part of the premises from which the property is temporarily removed.

### **Temporary repairs and measures after loss**

The insurance under this Section is extended to include all costs and expenses incurred by the Insured in effecting such temporary repairs and by taking such temporary measures as may be reasonably necessary after loss of or damage to the insured property by any peril hereby insured against, provided that the liability of the Company for such loss or damage and costs and expenses shall not exceed in the aggregate R50 000 (fifty thousand Rand).

### **Public supply**

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

### **Tenants**

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

### **Valuation of stock (in absence of stock declaration conditions)**

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

### **Disposal of salvage**

Without diminishing the rights of the Company to rely on the provisions of the General Conditions in the event of a loss, the Company agrees that it will not sell or otherwise dispose of any property which is the subject of a claim hereunder without the consent of the Insured provided that the Insured can establish to the satisfaction of the Company that to do so will prejudice their interests, in which event the Company agrees to give the Insured first option to repurchase such property at its fair intrinsic value or market value, whichever is the greater.

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

## Water leaks/loss of water

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

PROVIDED THAT:

1. the Company will only indemnify the Insured for the cost of additional water consumption in the event of a quarterly meter reading of water consumption exceeding the average of the previous four quarterly meter readings by 50% (fifty percent) or more;
2. the limit of indemnity in respect of cost of lost water shall not exceed R15 000 (fifteen thousand Rand) for any one event or R50 000 (fifty thousand Rand) during any one insurance period;
3. it is a condition precedent to liability that the Insured shall, on discovery of a leak (by physical evidence or on receipt of abnormally high water reading indicated on the account), take immediate steps to identify and repair the affected leaking apparatus/pipes;
4. In addition the Company will pay for the cost of identifying water leaks on the premises up to R5 000 (five thousand Rand) per event or R10 000 (ten thousand Rand) during any one insurance period;
5. In addition the Company will pay the cost of filling up swimming pools or ponds following maintenance or repairs up to R5 000 (five thousand Rand) per any one event or R10 000 (ten thousand Rand) during any one insurance period;
6. the Company will not be liable to pay for:
  - 6.1 cost towards remedial action including repairs to affected apparatus/pipes;
  - 6.2 losses as a result of:
    - 6.2.1 leaking taps, geysers, toilet systems, swimming pools or any other water tank;
    - 6.2.2 any deliberate acts of the Insured;
    - 6.2.3 taps or else taps left open after being used;
    - 6.2.4 any unit left unoccupied for more than 30 (thirty) days consecutively.

Each claim will be reduced by 10% (ten percent) of claim minimum R500 (five hundred Rand).

## Landscaping

The Company will pay up to R10 000 (ten thousand Rand) towards costs reasonably and necessarily incurred by the Insured for the replacement of trees, shrubs, lawns, plants and fixed sprinkler installations situated at the grounds of the insured buildings stated in the Schedule;

PROVIDED THAT:

such loss or damage is caused by:

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

## Lightning conductors

It is a condition precedent to the Company's liability under this Section that all buildings covered with thatch are protected by an adequate and appropriate lightning conductor or conductors that comply in all respects with the standards set by the South African Bureau of Standards (SABS) or standards that are equivalent to or better than such SABS standards.

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

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

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

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

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

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

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

3. Notwithstanding any General Condition or endorsement to the contrary, the following wording applies to Provision 3 of the Reinstatement Value Conditions:

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

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

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

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

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

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

### Brands and labels

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

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

**PROVIDED THAT:**

in the event of loss or damage to labels or names, the amount payable will be the cost of labelling and/or reconditioning the property. The Insured shall be responsible for 10% (ten percent) of each claim with a minimum of R2 500 (two thousand five hundred Rand).

**Escalator**

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

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

The additional premium for this extension shall be 50% (fifty percent) of the premium produced by applying the percentage specified to the annual premium for the sum(s) insured to which this extension applies.

**Leakage — first loss**

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

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

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

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

**Rent (if insured under column 2)**

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

<b>Rent receivable</b>	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
<b>Rent payable</b>	the actual rent payable by the Insured to the owner or landlord of the said premises
<b>Rental value</b>	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 untenable 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 untenable 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 tenable condition.

**Stock declaration conditions**

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

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

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

#### **Subsidence and landslip (extended cover)**

1. This Section is extended to include loss of or damage to the insured property caused by subsidence or landslip of the land supporting the said insured property or heave thereof provided that such loss or damage is not caused by or does not arise from:
  - 1.1 normal settlement, shrinkage or expansion of the land supporting insured property;
  - 1.2 alterations, additions or repairs to the insured property;
  - 1.3 compaction or infill;
  - 1.4 defective or faulty design, materials or workmanship;
  - 1.5 excavations other than mining operations;
  - 1.6 contraction and or expansion of soil, clay or similar types or moist or damp;
  - 1.7 removal or weakening of support to the insured property.
2. The Company will not be liable for:
  - 2.1 loss of or damage to septic or conservancy tanks, drains, water courses unless the building(s) is damaged at the same time by the same event;
  - 2.2 consequential loss whatsoever;
  - 2.3 damage existing at commencement of cover.
3. The Insured will be responsible for the first 5% (five percent) of the claim minimum R5 000 (five thousand Rand) of each and every occurrence giving rise to a claim.
4. If required the Insured must give proof that the loss or damage being claimed for was caused by subsidence, landslip or heave.

#### **Riot and strike**

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

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



PROVIDED THAT:

this Extension does not cover:

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

If the Company alleges 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.

### **Wild baboons and monkeys (buildings)**

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

PROVIDED THAT:

1. the Company will not pay more than the amount stated in the Schedule;
2. the Insured shall be responsible to pay the first 10% (ten percent) of the claim with a minimum of R500 (five hundred Rand) of each and every claim.

### **Wild baboons and monkeys (contents)**

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

PROVIDED THAT:

1. the Company will not pay more than the amount stated in the Schedule;
2. the Insured shall be responsible to pay the first 10% (ten percent) of the claim with a minimum of R500 (five hundred Rand) of each and every claim.

## BUILDINGS COMBINED

### 1. SUB-SECTION A – PROPERTY

#### DEFINED EVENTS

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

1. fire;
2. lightning and thunderbolt;
3. subterranean fire;
4. explosion;
5. earthquake (whether arising from mining operations or otherwise), volcanic eruption or other convulsion, but excluding loss of or damage to property in the underground workings of any mine;
6. special perils:
  - 6.1 storm, wind, water, hail or snow but excluding damage to property:
    - 6.1.1 arising from its undergoing any process necessarily involving the use or application of water;
    - 6.1.2 caused by tidal wave originating from earthquake;
    - 6.1.3 in any structure not completely roofed unless specifically Insured as a separate item in the Schedule;
    - 6.1.4 being retaining walls unless specifically insured as a separate item in the Schedule;
  - 6.2 aircraft and other aerial devices or articles dropped therefrom;
  - 6.3 impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles;

#### PROVIDED THAT:

this Defined Event special perils does not cover:

1. wear and tear or gradual deterioration;
2. damage caused or aggravated by:
  - 2.1 leakage or discharge from any sprinkler or drencher system in the buildings insured hereby exceeding R10 000 (ten thousand Rand) unless otherwise stated in the Schedule;
  - 2.2 subsidence or landslide;
  - 2.3 the Insured's failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimization of any damage;
  - 2.4 mildew, damp, rise in the underground water table, rising damp, rust, corrosion or rot;
7. loss of or damage to geysers, water tanks, water apparatus, water pipes, drip trays, pans and water heating systems, the property of the Insured installed in the buildings described in the Schedule;

#### PROVIDED THAT:

the Company shall not be liable to pay for:

- 7.1 more than R10 000 ( ten thousand Rand) or the amount stated in the Schedule any one event;
- 7.2 a first amount payable of 10% (ten percent) of claim minimum R1 000 (one thousand Rand) is applicable to each and every claim;
- 7.3 pipes more than 1 m (one metre) from the geyser;
- 7.4 loss or damage caused by or aggravated by wear and tear, rust, decay or gradual deterioration;

- 7.5 loss or damage caused by cracking or splitting of the unit;
- 7.6 loss or damage as a result of faulty material or workmanship, inherent device and latent defects or faulty or defective design;
- 7.7 loss or damage recoverable in terms of manufacturer's warranty;
- 7.8 loss or damage as a result of failure or deliberate withholding of supply of water or electricity or fuel.

**Specific condition**

The geyser(s) 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. If the Company alleges the geyser was not installed in accordance to specification the Insured shall be liable for the first R1 500 (one thousand five hundred Rand) of each claim.

- 8. accidental damage to sanitary-ware and fixed glass up to R50 000 (fifty thousand Rand) or the amount stated in the Schedule, for each and every incident of such damage and the Insured shall be responsible to pay the first R1 000 (one thousand Rand);
- 9. theft (or any attempt thereat) accompanied by forcible and violent entry into or exit from such building. If any building insured or containing the insured property becomes unoccupied for 30 (thirty) 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 30 (thirty) consecutive days the Insured shall become a co-insurer with the Company and shall bear a rateable proportion of any damage equal to 20% (twenty percent) of the claim before deduction of any first amount payable;
- 10. such additional perils as are stated in the Schedule to be included;
- 11. shade nets and canopies
  - 11.1 the Company will pay for loss or damage to shade nets and canopies in the open at the premises and included in the sum insured caused by hail, wind, snow or storm up to R50 000 (fifty thousand Rand) or the amount stated in the Schedule for each and every event;

**PROVIDED THAT:**

- 11.1 the Condition of average shall apply;
- 11.2 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%

**DEFINITION OF PROPERTY**

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

**2. 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.

### 3. SUB-SECTION C – RENT

#### DEFINED EVENTS

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

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

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

Loss of rent as a result of the property insured being so damaged by any of the perils specified as to be rendered untenable (including partially untenable) 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.

### 4. SUB-SECTION D – LIABILITY

#### DEFINED EVENTS

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

#### LIMIT OF INDEMNITY

The amount payable inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants and other costs and expenses incurred with the Company's consent for any one event or series of events with one original cause or source shall not exceed R2 500 000 (two million five hundred thousand Rand).

#### SPECIFIC EXCEPTIONS

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

1. injury or damage sustained by:
  - 1.1 any member of the same household 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;
  - 3.1 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;

- 3.2 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;

4. fines, penalties, punitive, exemplary or vindictive damages;
5. 5.1 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 Swaziland;
- 5.2 costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the area described in 5.1 above.

## MEMORANDA

1. Where more than one Insured is named in the Schedule the Company will indemnify each Insured separately and not jointly and any liability arising between such Insured shall be treated as though separate policies had been issued to each, provided that the aggregate liability of the Company shall not exceed the limit of indemnity stated in the Schedule.
2. Provided that the aggregate liability of the Company is not increased beyond the limit of indemnity stated, the Company will also indemnify as though a separate policy had been issued to each:
  - 2.1 in the event of the death of the Insured, any personal representative of the Insured in respect of liability incurred by the Insured;
  - 2.2 any partner or director or member or employee of the Insured (if the Insured so requests) against any claim for which the Insured are entitled to indemnity under this insurance.
3. In respect of this Sub-Section only, General Exception 1 is deleted and replaced by the following: "This Sub-Section does not cover injury, damage or liability directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power".
4. If, at the time of any event giving rise to a claim under this Sub-Section, indemnity is also provided under any other insurance, this Sub-Section shall not be drawn into contribution with such other insurance, except in respect of any excess over and above the amount payable by such other insurance.
5. Notwithstanding Specific Exception 3, the Company will indemnify the Insured if a garden services firm is engaged under contract in the maintenance of the garden at the premises stated in the Schedule and is legally liable for the acts or omissions of the employees of the garden services in the course of their employment at these premises.

## CLAUSES AND EXTENSIONS

### Architects' and other professional fees

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

PROVIDED THAT:

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

### Capital additions

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

### Cost of demolition and clearing and erection of hoardings

The insurance under this Section includes costs necessarily incurred by the Insured in respect of the demolition of property insured and/or the removal of debris and in providing, erecting and maintaining hoardings required during demolition, site clearing and/or building operations following damage to the property insured by a defined event, provided that the total amount recoverable shall not exceed the sum insured on the property affected.

The Company will not pay for any costs or expenses:

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

### **Landscaping**

The Company will pay up to R10 000 (ten 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, any deliberate or malicious acts;
4. but excluding theft or attempted theft.

### **Lightning conductors**

It is a condition precedent to the Company's liability under this Section that all buildings covered with thatch are protected by an adequate and appropriate lightning conductor or conductors that comply in all respects with the standards set by the South African Bureau of Standards (SABS) or standards that are equivalent to or better than such SABS standards.

### **Mortgagee**

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

### **Motors and pumping equipment**

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

PROVIDED THAT:

1. the Company shall not be liable to pay more than R10 000 (ten thousand Rand) any one event or R50 000 (fifty thousand Rand) during any one insurance period;
2. the Insured shall be liable for the first 10% (ten percent) of the claim with a minimum of R500 (five hundred Rand) for each claim;
3. the Company shall not be liable to compensate for:
  - 3.1 automatic pool cleaners;
  - 3.2 loss or damage as a result of wear and tear;
  - 3.3 wear and tear;
  - 3.4 gradual deterioration;
  - 3.5 inherent vice and latent defects;
  - 3.6 any loss or damage recoverable under warranty.

### **Municipal plans scrutiny fee**

The insurance under this Section includes municipal plans scrutiny fees;

PROVIDED THAT:

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

## Public authorities' requirements

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

PROVIDED THAT:

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

## Railway and other subrogation

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

## Reinstatement value conditions

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

PROVIDED THAT:

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

4. these conditions shall be without force or effect if:
  - 4.1 the Insured fails to intimate to the Company within 6 (six) months of the date of damage, or such further time as the Company may in writing allow, their intention to replace or reinstate the property;
  - 4.2 the Insured is unable or unwilling to replace or reinstate the property on the same or another site.

#### **Temporary repairs and measures after loss**

The insurance under this Section is extended to include all costs and expenses incurred by the Insured in effecting such temporary repairs and by taking such temporary measures as may be reasonably necessary after loss of or damage to the insured property by any peril hereby insured against, provided that the liability of the Company for such loss or damage and costs and expenses shall not exceed in the aggregate R50 000 (fifty thousand Rand).

#### **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, Swaziland, Zimbabwe, Zambia, Mozambique and Malawi;

PROVIDED THAT:

1. unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, the liability of the Company shall not exceed 20% (twenty percent) of the sum insured applicable to any item;
2. the amount payable under this clause shall not exceed the amount that would have been payable had the loss occurred on the part of the premises from which the property is temporarily removed.

#### **Water leaks/loss of water**

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

PROVIDED THAT:

1. the Company will only indemnify the Insured for the cost of additional water consumption in the event of a quarterly meter reading of water consumption exceeding the average of the previous four quarterly meter readings by 50% (fifty percent) or more;
2. the limit of indemnity in respect of cost of lost water shall not exceed R15 000 (fifteen thousand Rand) for any one event or R50 000 (fifty thousand Rand) during any one insurance period;
3. it is a condition precedent to liability that the Insured shall, on discovery of a leak (by physical evidence or on receipt of abnormally high water reading indicated on the account), take immediate steps to identify and repair the affected leaking apparatus/pipes;
4. In addition the Company will pay for the cost of identifying water leaks on the premises up to R5 000 (five thousand Rand) per event or R10 000 (ten thousand Rand) during any one insurance period;
5. In addition the Company will pay the cost of filling up swimming pools or ponds following maintenance or repairs up to R5 000 (five thousand Rand) per any one event or R10 000 (ten thousand Rand) during any one insurance period;
6. the Company will not be liable to pay for:
  - 6.1 cost towards remedial action including repairs to affected apparatus/pipes;
  - 6.2 losses as a result of:
    - 6.2.1 leaking taps, geysers, toilet systems, swimming pools or any other water tank;
    - 6.2.2 any deliberate acts of the Insured;
    - 6.2.3 taps or else left open after being used;
    - 6.2.4 any unit left unoccupied for more than 30 (thirty) days consecutively.

Each claim will be reduced by 10% (ten percent) of claim minimum R500 (five hundred Rand).



## Tenants

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

## OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to apply)

### Average extension: Day One Basis (non-adjustable)

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

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

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

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

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

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

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

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

### Special memorandum

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."

**Escalator**

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

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

The additional premium for this extension shall be 50% (fifty percent) of the premium produced by applying the percentage specified to the annual premium for the sum(s) insured to which this extension applies.

**Prevention of access (extension to Sub-Section C)**

If property within a 25 km (twenty five 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 25% (twenty five percent) of the sum insured on the affected property any one event and not exceeding R20 000 000 (twenty million Rand) and one period of insurance. The loss of rent calculation will be based on the rent payable immediately preceding the loss or damage or its equivalent rental value.

**Theft of external fixtures and fittings**

1. Defined Event 9 is extended to include theft of external fixtures and fittings of any insured building(s) at the premises described in the Schedule, accompanied by visible signs of forcible and violent means or visible signs of forcible and violent entry into or exit from such premises or any attempt thereat or as a result of theft, or any attempt thereat, following violence or threat of violence.
2. The insured shall be responsible for 10% (ten percent) of the claim subject to a minimum amount of R750 (seven hundred and fifty Rand) in respect of each and every claim.

**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:
  - 1.1 normal settlement, shrinkage or expansion of the land supporting the insured property;
  - 1.2 alterations, additions or repairs to the insured property;
  - 1.3 compaction or infill;
  - 1.4 defective or faulty design, materials or workmanship;
  - 1.5 excavations other than mining operations;
  - 1.6 contraction and or expansion of soil, clay or similar types or moist or damp;
  - 1.7 removal or weakening of support to the insured property.
2. The Company will not be liable for:
  - 2.1 loss of or damage to septic or conservancy tanks, drains, water courses unless the building(s) is damaged at the same time by the same event;
  - 2.2 consequential loss whatsoever;
  - 2.3 damage existing at commencement of cover.
3. The Insured will be responsible for the first 5% (five percent) of the claim minimum R5 000 (five thousand Rand) of each and every occurrence giving rise to a claim.
4. If required the Insured must give proof that the loss or damage being claimed for was caused by subsidence, landslip or heave.

## **Riot and strike**

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

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

PROVIDED THAT:

this Extension does not cover:

- 2.1 loss or damage occurring in the Republic of South Africa and Namibia;
- 2.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- 2.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- 2.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 2.5 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 alleges that, by reason of Provision 2.1, 2.2, 2.3, 2.4 or 2.5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

## **Wild baboons and monkeys (buildings)**

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

PROVIDED THAT:

1. the Company will not pay more than the amount stated in the schedule;
2. the Insured shall be responsible to pay the first 10% (ten percent) of the claim with a minimum of R500 (five hundred Rand) of each and every claim.

## OFFICE CONTENTS

### 1. SUB-SECTION A – CONTENTS

#### DEFINED EVENTS

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

1. fire;
2. lightning and thunderbolt;
3. subterranean fire;
4. explosion;
5. earthquake (whether arising from mining operations or otherwise), volcanic eruption or other convulsion, but excluding loss of or damage to property in the underground workings of any mine;
6. special perils:
  - 6.1 storm, wind, water, hail or snow but excluding damage to property:
    - 6.1.1 arising from its undergoing any process necessarily involving the use or application of water;
    - 6.1.2 caused by tidal wave originating from earthquake;
    - 6.1.3 in the underground workings of any mine;
    - 6.1.4 in the open (other than buildings, structures and plant designed to exist or operate in the open) unless specifically insured as a separate item in the Schedule;
    - 6.1.5 in any structure not completely roofed unless specifically insured as a separate item in the Schedule;
  - 6.2 aircraft and other aerial devices or articles dropped therefrom;
  - 6.3 impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles;

PROVIDED THAT:

this Defined Event special perils does not cover:

- 6.3.1 wear and tear or gradual deterioration;
- 6.3.2 damage caused or aggravated by:
  - 6.3.2.1 leakage or discharge from any sprinkler or drencher system in the buildings insured hereby exceeding R10 000 (ten thousand Rand) unless otherwise stated in the Schedule;
  - 6.3.2.2 subsidence or landslip;
  - 6.3.2.3 the Insured's failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimization of any damage;
  - 6.3.2.4 mildew, damp, rise in the underground water table, rising damp, rust, corrosion or rot;
7. accidental damage to sanitary-ware and fixed glass up to R50 000 (fifty thousand Rand) for each and every incident of such damage and the Insured shall be responsible to pay the first R1 000 (one thousand Rand);
8. theft;

PROVIDED THAT:

- 8.1 theft was accompanied by visible signs of forcible and violent entry to or exit from the premises or any attempt thereat or as a result of theft (or any attempt thereat) following violence or threat of violence;
- 8.2 the Company shall not be liable to pay more than 25% (twenty five percent) of the sum insured or the amount stated in the Schedule;
- 8.3 the Insured shall be liable for the first 10% (ten percent) of the claim with a minimum of R500 (five hundred Rand) for each and every claim, or the amount stated in the Schedule.

## DEFINITION OF CONTENTS

1. Contents shall mean:
  - 1.1 all contents contained in the office and/or consulting room situated as described in the Schedule but excluding documents as defined in Sub-Section C;
  - 1.2 landlord's fixtures and fittings, the property of the Insured or for which they are responsible;
  - 1.3 property owned by any partner or director or employee of the Insured up to R10 000 (ten thousand Rand) or R20 000 (twenty thousand Rand) in the aggregate any one event;
  - 1.4 the Company shall not be liable to pay for:
    - 1.4.1 electronic data and processing equipment of any description;
    - 1.4.2 computers and all related hardware and peripherals;
    - 1.4.3 information or data stored in or on any of the equipment defined in 1.1 and 1.2 or more specifically insurable under Electronic Equipment Section of the Policy;
    - 1.4.4 copier machines and scanners forming part of a data system or network.
2. Loss of or damage to the whole or part of the property insured under Sub-Section C and the consequences thereof insured under Sub-Section D.
3. Loss and/or expenditure described in Sub-Sections B and E.

## LIMITATIONS

The Company's liability under this Sub-Section is restricted in respect of documents, manuscripts, business books, plans, designs, patterns, models and moulds to the value of materials and sums expended in labour subject to R50 000 (fifty thousand Rand).

## SPECIFIC EXCEPTION

This Sub-Section does not cover:

1. property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Zambia, Malawi and Mozambique;
2. designs, patterns, models or moulds (except to the extent that the said articles are insured in terms of Sub-Section A), stock in trade, samples, motor vehicles and motor vehicle accessories, money, securities, stamps, jewellery or precious stones;
3. consequential loss.

## 2. SUB-SECTION B – RENT

### DEFINED EVENTS

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

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

## 3. SUB-SECTION C – DOCUMENTS

### DEFINED EVENTS

Loss of or damage to documents normally kept at the office premises by any peril not specifically excluded up to R50 000 (fifty thousand Rand) or the amount stated in the Schedule, whichever is the greater, towards labour and reinstatement cost.

**DEFINITION**

The term 'documents' shall mean:

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

PROVIDED THAT:

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

**LIMITATIONS**

The Company's liability under this Sub-Section is restricted in respect of documents, manuscripts, business books, plans, designs, patterns, models and moulds to the value of materials and sums expended in labour subject to a maximum of R50 000 (fifty thousand Rand).

**SPECIFIC EXCEPTION**

This Sub-Section does not cover:

1. loss or damage caused by:
  - 1.1 electric or electronic or magnetic injury, disturbance or erasure of electronic or magnetic recordings except by lightning;
  - 1.2 vermin or inherent defect or by processing, copying or other work upon the documents;
  - 1.3 the dishonesty of any principal, partner or director of the Insured whether acting alone or in collusion with others. This Exception shall not apply to any director who is also an employee of the Insured and whom the Insured have the right at all times to govern, control and direct in the performance of his 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.

**4. SUB-SECTION D – LIABILITY DOCUMENTS****DEFINED EVENTS**

Legal liability as a direct consequence of loss of or damage to documents as defined in Sub-Section C and in respect of which payment, reinstatement or repair has been made or liability admitted by the Company under Sub-Section C unless such payment, reinstatement, repair or liability has not been made or admitted solely because the Insured is required to bear the first portion of the loss. The Company will not pay more than R50 000 (fifty thousand Rand) or the amount stated in the Schedule, whichever is the greater.

**SPECIFIC EXCEPTION**

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

**MEMORANDUM**

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

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

## 5. SUB-SECTION E – INCREASE IN COST OF WORKING

### DEFINED EVENTS

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

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

### CLAUSES AND EXTENSIONS

#### Burglar alarm warranty

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

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

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

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

#### PROVIDED THAT:

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

#### Alterations and misdescription

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

#### Capital additions

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

#### New and additional premises

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

**PROVIDED THAT:**

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

**Removal of debris**

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

**PROVIDED THAT:**

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

The Company will not pay for any costs or expenses:

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

**Replacement value condition**

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

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

**PROVIDED THAT:**

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

**Temporary removal**

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

**PROVIDED THAT:**

1. unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, the liability of the Company shall not exceed 20% (twenty percent) of the sum insured applicable to any item;
2. the amount payable under this Clause shall not exceed the amount that would have been payable had the loss occurred on the part of the premises from which the property is temporarily removed.

**Temporary repairs and measures after loss**

The insurance under this Section is extended to include all costs and expenses incurred by the Insured in effecting such temporary repairs and by taking such temporary measures as may be reasonably necessary after loss of or damage to the insured property by any peril hereby insured against, provided that the liability of the Company for such loss or damage and costs and expenses shall not exceed in the aggregate R50 000 (fifty thousand Rand) during any one insurance period.



## 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.

## OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to apply)

### Leakage — first loss

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

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

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

In respect of this Extension only, Defined Event 6.3.2.1 to this Section is deleted.

### Theft

Defined Event 8 is deleted and replaced by:

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

PROVIDED THAT:

1. the Company shall not be liable to pay more than 25% (twenty five percent) of the sum insured;
2. the Insured shall be liable for the first 10% (ten percent) of the claim minimum R500 (five hundred Rand) or the amount stated in the Schedule;
3. the provision for Average shall not apply to this Optional Extension.

### Riot and strike

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

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

PROVIDED THAT:

this Extension does not cover:

- 2.1 loss or damage occurring in the Republic of South Africa and Namibia;
- 2.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- 2.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- 2.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

- 2.5 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 alleges that, by reason of Provision 2.1, 2.2, 2.3, 2.4 and 2.5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

**Wild baboons and monkeys (contents)**

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

PROVIDED THAT:

1. the Company will not pay more than the amount stated in the Schedule;
2. the Insured shall be responsible to pay the first 10% (ten percent) of the claim with a minimum of R500 (five hundred Rand) of each and every claim.

## BUSINESS INTERRUPTION

### DEFINED EVENTS

Loss following interruption of 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:

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

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

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

### SPECIFIC CONDITIONS

1. The insurance under this Section shall cease if the business is wound up or carried on by a liquidator or judicial manager or is permanently discontinued, except with the written agreement of the Company.
2. On the happening of any damage in consequence of which a claim may be made under this Section, the Insured shall, in addition to complying with General conditions 7 and 8, with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimize or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this Section shall, not later than 30 (thirty) days after the expiry of the indemnity period, or within such further time as the Company may in writing allow, at their own expense deliver to the Company in writing a statement setting forth particulars of their claim together with details of all other insurance covering the loss or any part of it or consequential loss of any kind resulting therefrom. No claim under this Section shall be payable unless the terms of this Specific Condition have been complied with and, in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

#### Item 1 Gross profit (difference basis)

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

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

and the amount payable as indemnity hereunder shall be:

#### 1. in respect of reduction in turnover

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

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

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

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

#### **Item 1 Gross profit (additions basis)**

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

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

and the amount payable as indemnity hereunder shall be:

##### **1. in respect of reduction in turnover**

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

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

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

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

#### **Memo**

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

#### **Item 2 Gross rentals**

The insurance under this item is limited to:

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

and the amount payable as indemnity hereunder shall be:

##### **1. in respect of loss of gross rentals**

the amount by which the gross rentals during the indemnity period shall in consequence of the Damage fall short of the standard gross rentals;

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

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

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

### Item 3 Revenue

The insurance under this item is limited to:

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

and the amount payable as indemnity hereunder shall be:

#### 1. in respect of loss of revenue

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

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

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

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

### Item 4 Additional increase in cost of working

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

### Item 5 Wages (Number of weeks basis)

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

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

PROVIDED THAT:

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

### Item 6 Fines and penalties for breach of contract

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

## DEFINITIONS

Indemnity period	The period beginning with the commencement of the Damage and ending not later than the number of months thereafter stated in the Schedule during which the results of the business shall be affected in consequence of the damage.
Turnover	The money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the business at the premises.
Revenue	The money paid or payable to the Insured for goods sold and for services rendered in the course of the business at the premises.
Gross rentals	The money paid or payable to the Insured by tenants in respect of rental of the premises and for services rendered.
Gross profit – difference basis	<p>The amount by which:</p> <ol style="list-style-type: none"> <li>1. the sum of the turnover and the amount of the closing stock shall exceed;</li> <li>2. the sum of the amount of the opening stock and the amount of the uninsured costs.</li> </ol> <p>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.</p>
Gross profit – additions basis	The sum produced by adding to the net profit the amount of the insured standing charges or, if there is no net profit, the amount of the insured standing charges less such proportion of any net trading loss as the amount of the insured standing charges bears to all the standing charges of the business.
Uninsured costs	As specified in the Schedule (the words and expressions used shall have the meaning usually attached to them in the books and accounts of the Insured).
Net profit	The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the business of the Insured at the premises after due provision has been made for all standing and other charges including depreciation, but before the deduction of any taxation chargeable on profits.
Insured standing charges	As specified in the Schedule (the words and expressions used shall have the meaning usually given to them in the books of account of the Insured).

### Memo 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.

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

## CLAUSES AND EXTENSIONS

### 1. 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.

### 2. 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.

### 3. 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.

#### 4. 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.

#### 5. 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."

#### 6. Salvage sale

If the Insured shall hold a salvage sale during the indemnity period 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."

#### 7. 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 in those specified here subject to notification to the Company as soon as reasonably practicable and to adjustment of the premium if necessary.

#### 8. Extensions to additional premises – confined to the Republic of South Africa and Namibia.

##### 8.1 Extensions to other premises

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



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

**9.1 Contract sites**

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

**10. 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.

**11. Prevention of access**

Property within a 25 km (twenty five kilometre) radius of the Insured's premises, destruction of or damage to which shall prevent or hinder the use of the premises or access thereto, whether the premises or property of the Insured therein shall be damaged or not;

PROVIDED THAT:

the Company will not be liable to pay more than 75% (seventy five percent) of the sum insured for each and every event not exceeding R20 000 000 (twenty million Rand).

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

**1. 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:

- 1.1 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;
- 1.2 the Company shall not pay more than the sum insured stated in the Schedule of the Accidental Damage Section for both this Section and the Accidental Damage Section combined.

**2. Theft by forcible entry**

The following Defined Event is added:

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

PROVIDED THAT:

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

**3. Other events**

Loss following interruption of or interference with the business in consequence of murder, rape, suicide, food or drink poisoning, contagious or infectious diseases, vermin, pests, or defective sanitary arrangements occurring at the premises or shark attack or wild animal attack within 5 km (five kilometres) or bomb threat or oil spill within 15 km (fifteen kilometres) of the premises to which this insurance relates;

PROVIDED THAT:

the Company shall not be responsible to pay more than R1 000 000 (one million Rand) any one event.

**4. Extensions to other premises** – confined to the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Zambia, Malawi and Mozambique and applicable to the following extensions:

**4.1 Specified suppliers/sub-contractors**

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

PROVIDED THAT:

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

**4.2 Specified customers**

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

PROVIDED THAT:

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

**4.3 Unspecified suppliers**

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

PROVIDED THAT:

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

**4.4 Prevention of access – extended cover**

Property within a 25 km (twenty five kilometre) radius of the premises, destruction of or damage to which shall prevent or hinder the use of the premises or access thereto, whether the premises or property of the Insured therein shall be damaged or not;

PROVIDED THAT:

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

**4.5 Public utilities – insured perils only**

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

PROVIDED THAT:

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

**4.6 Public utilities – extended cover**

Loss as insured resulting from interruption of or interference with the business in consequence of total or partial failure of the public supply of water, gas or electricity to the premises of the Insured shall be deemed to have resulted from damage (as defined herein) provided that this Section does not cover loss resulting from damage directly or indirectly caused by:

- 4.6.1 drought;
- 4.6.2 pollution of water;
- 4.6.3 shortage of fuel or water;
- 4.6.4 a fault on any part of the installation belonging to the premises;

- 4.6.5 the exercise of an authority empowered by law to supply water, gas or electricity of its power to withhold or restrict supply unless such withholding or restriction is directly attributable to damage to property of such authority;
- 4.6.6 any event described in general Exception 1 and 2 but cover provided by the General Condition, Malicious Damage in respect of the underlying material damage Sections of this Policy is not excluded.

In respect of interruptions of or interference with the business arising from mechanical or electrical or electronic breakdown, there shall be no liability under this Extension for interruption of or interference with the business unless such interruption or interference extends beyond 24 (twenty four) hours from commencement thereof;

PROVIDED THAT:

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

#### **4.7 Public telecommunications – insured perils only**

- 4.7.1 property at the premises of any public authority which is empowered by law to supply a telecommunications facility to the Insured;
- 4.7.2 the transmission facilities network for the public authority mentioned in 4.7.1;

PROVIDED THAT:

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

#### **4.8 Public telecommunications – extended cover**

Loss as insured resulting from interruption of or interference with the business in consequence of the failure of the public telecommunications facilities to the premises of the Insured shall be deemed to have resulted from damage (as defined herein) provided this Extension does not cover loss resulting from damage directly or indirectly caused by:

- 4.8.1 drought;
- 4.8.2 a fault on any part of the premises belonging to the Insured;
- 4.8.3 a decision by any authority or service provider to legally withhold the telecommunication facility from the Insured unless such decision is directly attributable to damage to property of such authority;
- 4.8.4 any event described in general Exception 1 and 2 but cover provided by the General Condition, Malicious Damage in respect of the underlying material damage Sections of this Policy is not excluded.

If the failure of the facility is due to its mechanical or electrical or electronic breakdown, there shall be no liability under this Extension unless the interruption or interference with the business of the Insured extends beyond 24 (twenty four) hours;

PROVIDED THAT:

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

## ACCOUNTS RECEIVABLE

### DEFINED EVENTS

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

PROVIDED THAT:

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

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

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

### SPECIFIC EXCEPTIONS

The Company will not pay for:

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

### SPECIFICATION

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

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

PROVIDED THAT:

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

## DEFINITIONS

### Outstanding debit balances

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

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

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

## CLAUSES AND EXTENSIONS

### Adjustment

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

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

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

### Accountants

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

### Declarations

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

### Duplicate records

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

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

### Protections

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

### Transit

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

**Riot and strike**

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

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

PROVIDED THAT:

this Extension does not cover:

- 2.1 loss or damage occurring in the Republic of South Africa and Namibia;
- 2.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- 2.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- 2.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 2.5 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 alleges that, by reason of Provision 2.1, 2.2, 2.3, 2.4 or 2.5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

## THEFT

### DEFINED EVENTS

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

The Insured shall be responsible for 10% (ten percent) of the claim subject to a minimum amount of R750 (seven hundred and fifty Rand) in respect of each and every claim or the amount stated in the Schedule.

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

**1. Losses caused or accompanied by:**

- 1.1 a thief or thieves being concealed upon the insured premises before close of business;
- 1.2 entry to and/or exit from the premises being effected by use of a skeleton key or other similar device (excluding a duplicate key) provided that the Insured shall establish to the satisfaction of the Company that such a skeleton key or device was used.

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

PROVIDED THAT:

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

**3. Damage to buildings**

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

PROVIDED THAT:

the Company will not be liable to pay more than R10 000 (ten thousand Rand).

**4. Additional costs**

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

- 4.1 loss of buildings, landlord's fixtures and fittings at the insured premises as a result of theft accompanied by forcible and violent entry into or exit from such building or any attempt thereat or as a result of theft;
- 4.2 temporary repairs in respect of all reasonable costs and expenses in effecting such temporary repairs and in taking such temporary measures as may be reasonably necessary after loss or damage;

PROVIDED THAT:

1. the Company shall not be liable to pay more than R10 000 (ten thousand Rand) in the aggregate each and every event;
2. the Insured shall be responsible for the first R750 (seven hundred and fifty Rand) in respect of each and every claim.

## 5. 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 attempted theft at the insured premises;

PROVIDED THAT:

- 5.1 the property is not insured otherwise;
- 5.2 property shall mean personal effects and pedal cycles;
- 5.3 the Company shall not be liable to pay more than:

- 5.3.1 the amount of R10 000 (ten thousand Rand) per person per event; or

- 5.3.2 the amount of R25 000 (twenty five thousand Rand) in the aggregate any one event;

and the Insured shall be responsible for the first R500 (five hundred Rand) each and in respect of each and every claim.

## MEMORANDUM – ALL CONTENTS

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

## SPECIAL PROVISION

### Burglar alarm warranty

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

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

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

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

PROVIDED THAT:

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

## LIMITATIONS

The Company's liability under this Section is restricted in respect of documents, manuscripts, business books, plans, designs, patterns, models and moulds to the value of materials and sums expended in labour subject to a maximum of R5 000 (five thousand Rand) any one event.



## **SPECIFIC EXCEPTIONS**

The Company shall not be liable for:

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

## **OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be applicable)**

### **Additional damage to buildings**

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

PROVIDED THAT:

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

### **Petrol in underground tank(s)**

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

1. forcible and violent breaking into underground tanks which are securely locked by a suitable padlock or other approved method;
2. the Insured shall be responsible for the first 10% (ten percent) with a minimum of R1 000 (one thousand Rand) of each claim;

PROVIDED THAT:

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

### **Losses in the open at the insured premises:**

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

PROVIDED THAT:

1. the premises are surrounded by a security fence that is at least 1.8 metres high;
2. the entrance gate(s) is kept securely locked at all times;
3. the conditions in respect of visible forcible and violent entry to or exit from the premises as described in the Defined Events of this Section shall still apply;
4. the Company's liability in respect of this Extension shall be limited to the amount stated in the Schedule;
5. the Insured shall be responsible for 10% (ten percent) of the claim subject to a minimum amount of R750 (seven hundred and fifty Rand) in respect of each and every claim.

## MONEY

### SUB-SECTION A

#### DEFINED EVENTS

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

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

### CLAUSES AND EXTENSIONS

#### Credit/debit cards

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

PROVIDED THAT:

1. the card is used by an unauthorised person;
2. the loss is reported immediately to the South Africa Police Service 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 R5 000 (five thousand Rand) per event or R15 000 (fifteen thousand Rand) during any insurance period.

#### Receptacles and clothing

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

PROVIDED THAT:

the Company's liability under this Extension shall not exceed R5 000 (five thousand Rand) any one claim or the amount stated in the Schedule.

#### Seasonal increase

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

PROVIDED THAT:

1. the Company shall not be liable to pay more than 15% (fifteen percent) of the major limit or R25 000 (twenty five thousand Rand), whichever is the lesser, or the amount stated in the Schedule;
2. the Insured shall be responsible for the first amount payable as stated in the Schedule.

## Skeleton keys

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

PROVIDED THAT:

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

## SUB-SECTION B – PERSONAL ACCIDENT (assault)

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

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

• death	R10 000 (ten thousand Rand)
• permanent disability	R10 000 (ten thousand Rand)
• medical expenses	R10 000 (ten thousand Rand)
• reasonable expenses incurred, up to the sum specified, 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	The Company shall not be liable to pay more than R15 000 (fifteen thousand Rand)

## MEMORANDA (applicable to permanent disablement benefits)

1. The Company shall not be liable to pay in respect of any one such person more than the capital sum.
2. This benefit shall not apply to any such person under 15 (fifteen) or over 70 (seventy) years of age.
3. After suffering bodily injury for which benefit may be payable under this benefit, such person shall submit to medical examination and undergo any treatment specified. The Company shall not be liable to make any payment unless this Provision is complied with to its satisfaction.
4. General Exception 2 and General Conditions 2 and 10 do not apply to this benefit.
5. In respect of this Extension only General Exception 1 is deleted and replaced by the following:

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

## EXTENSIONS

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

PROVIDED THAT:

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

## SPECIFIC EXCEPTIONS (applicable to Sub-Section A)

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

1. arising from dishonesty of any principal, partner, director or person(s) in the employ of the Insured not discovered within 14 (fourteen) working days of the occurrence thereof;
2. arising from shortage due to error or omission;

3. arising from the use of keys to any safe or strong-room unless the keys:
  - 3.1 are obtained by violence or threats of violence to any person;
  - 3.2 are used by the key-holder or some other person with the collusion of the key-holder and the Insured can prove to the satisfaction of the Company that the key-holder or such other person had used the keys to open the safe or strong-room;
4. in an unlocked safe or strong-room whilst the portion of the premises containing such safe or strong-room is unattended but this Exception will not apply if it can be shown to the satisfaction of the Company that the key-holder to the safe or strong-room deliberately left it unlocked with the intention of allowing the money to be stolen;
5. not contained in a locked safe or strong-room whilst the portion of the premises containing such money is unattended but this Exception will not apply if it can be shown to the satisfaction of the Company that the person(s) responsible for the money deliberately left it outside the safe or strong-room with the intention of allowing it to be stolen;
6. in any vehicle being used by the Insured unless a principal, partner, director or employee of the Insured is actually in such a vehicle or, if not in such vehicle, is within 5 (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.

Specific Exceptions 3, 4, 5 and 6 will be covered up to R3 000 (three thousand Rand) and such losses shall not be reduced by any first amount payable.

#### **MEMORANDA (applicable to Sub-Section A)**

1. Loss of or damage to money as insured under this Section arising from dishonesty of any principal, partner, director or person in the employ of the Insured shall be subject to a compulsory First Amount Payable of R5 000 (five thousand Rand) or any other amount stated in the Schedule, whichever is the greater.
2. The Company shall not be liable under this Section of the policy in respect of loss or damage arising from any event in respect of which a claim is payable, or would be payable but for any first amount payable or co-insured clause under the fidelity section of the Policy or any other fidelity insurance.

#### **OPTIONAL EXTENSION (applicable to Sub-Section A)**

##### **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:

- 2.1 loss or damage occurring in the Republic of South Africa and Namibia;
- 2.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- 2.2 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- 2.3 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 2.4 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 alleges that, by reason of Provision 2.1, 2.2, 2.3, 2.4, 2.5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

## SPECIAL CONDITIONS (applicable to Sub-Section A)

### 1. Cheques

Any loss or series of losses attributable to one original event which is payable under this Section and which results from the theft of any cheque or cheques shall be reduced by a first amount payable of 25% (twenty five percent) of the loss identifiable by this Section unless:

- 1.1 Cheques drawn by the Insured:
  - 1.1.1 the cheque has been drawn and crossed exactly in accordance with the "Recommended South African Insurance Association (SAIA) procedure for the drawing and crossing of cheques" or any other superior method approved by the SAIA and the printed portion of the cheque (as opposed to the written or typed portion) has been printed by the bank itself or a printer licensed to print cheques by the Automatic Clearing Bureau; or
  - 1.1.2 the cheque has been dispatched to the payee by certified post or any post where the security is equal or superior to certified post.
- 1.2 Cheques drawn by someone other than the Insured and which were received by the Insured by post or direct by the cashier:
  - 1.2.1 such cheque has been crossed and marked 'not negotiable' and marked 'not transferable' immediately on receipt thereof by the Insured; and
  - 1.2.2 the Insured is able to identify the drawer and amount of the cheque from their records.
- 1.3 Cheques of which the Insured is the true owner which were drawn by someone other than the Insured and posted to the Insured but not received:
  - 1.3.1 the cheque has been drawn and crossed exactly in accordance with the "Recommended SAIA procedure for the drawing and crossing of cheques" or any other superior method approved by the SAIA; or
  - 1.3.2 the cheque was dispatched to the Insured by certified post or any post where the security is equal or superior to certified post; or
  - 1.3.3 the invoice of the Insured (to which the payment by cheque relates) contains a message (approved by the Company or SAIA) on it recommending or requiring that the cheque be drawn in accordance with the "Recommended SAIA procedure for the drawing and crossing of cheques".

### 2. 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:

- 2.1 the transit route is by direct journey and uninterrupted to and from the bank;
- 2.2 the money is not left in an unattended vehicle;
- 2.3 money up to R20 000 (twenty thousand Rand) is carried and under control of at least one permanent employee of the Insured;
- 2.4 money more than R20 001 (twenty thousand and one Rand) but less than R30 000 (thirty thousand Rand) is carried and under control of at least two permanent employees of the Insured and split equally between them;
- 2.5 money in excess of R30 001 (thirty thousand and one Rand):
  - 2.5.1 is carried by an approved and professional money handler;
  - 2.5.2 is carried in a vehicle specifically converted for the purpose of carrying cash;
  - 2.5.3 the vehicle is equipped with armed guards and linked to a control room; and
  - 2.5.4 Provision 2.1, 2.2, 2.3 and 2.4 shall not apply to Provision 2.5.

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

## GLASS

### DEFINED EVENTS

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

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

boarding up	the cost of such boarding up not exceeding R5 000 (five thousand Rand) each event
damage to shop fronts and the like	damage to shop fronts, frames, window displays (including fixtures and fittings), burglar alarm strips, wires and vibrators as a direct result of such loss or not exceeding R5 000 (five thousand Rand) each event
removal and reinstallation	the cost of removal and reinstallation of fixtures and fittings necessary for the replacement of the glass not exceeding R5 000 (five thousand Rand) each 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 R5 000 (five thousand Rand) each event

### DEFINITION OF GLASS

Unless specifically agreed, all glass (other than mirrors) insured by this section is presumed to be plain plate/float glass not exceeding 6 mm in thickness, whether coated with a film or not, or laminated safety glass not exceeding 8.0 mm in thickness.

#### Internal glass:

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

#### External glass:

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

### SPECIFIC EXCEPTIONS

The Company shall not be liable for:

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

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

### **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:

- 2.1 loss or damage occurring in the Republic of South Africa and Namibia;
- 2.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- 2.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- 2.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 2.5 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 alleges that, by reason of Provision 2.1, 2.2, 2.3, 2.4, 2.5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

### **Special replacement**

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

PROVIDED THAT:

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

## FIDELITY GUARANTEE

### DEFINED EVENTS

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

1. loss of money and/or other property belonging to the Insured or for which they are 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. 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;
2. insurance shall operate on an each and every occurrence basis and the liability of the Company for all losses arising from one occurrence shall not exceed the sum insured stated in the Schedule, whether involving any one Employee or Third Party or any number of Third Parties acting in collusion or independently of each other;
3. 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;
4. all acts committed by any one person or in which such person is involved or implicated will be considered one event;
5. the term 'dishonest personal financial gain' shall not include gain by an employee in the form of salary, salary increases, fees, commissions, bonuses, promotions or other emoluments.

### DEFINITIONS

Employee	<ol style="list-style-type: none"> <li>1. any person while employed under a contract of service with or apprenticeship to the Insured;</li> <li>2. any person while hired or seconded from any other party into the service of the Insured whom the Insured has the right at all times to govern, control and direct in the performance of his work in the course of the business of the Insured;</li> <li>3. students, volunteers or persons employed on youth training or work experience schemes;</li> <li>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.</li> </ol>
Defined Event 3 – Loss	<p>actual loss of money or monetary funds or negotiable instruments or corporeal tangible property belonging to the Insured or for which the Insured is responsible;</p> <p>PROVIDED THAT:</p> <p>loss does not include a loss arising from the avoidance, breach, cancellation or other termination of a contract, the non-payment or other non-performance by a debtor, the adverse consequence of a business or trade risk or venture or other speculative enterprise or investment or the provision or receipt or any suretyship or other security.</p>
Theft	Dishonest appropriation of money, monetary funds or property with the intention to steal.



## Computer Fraud

The unlawful making with intent to defraud of a misrepresentation by means of access to or use, disclosure, processing, deletion, insertion, amendment, interception or manipulation of the information, data, software or systems of the Insured or of any banking institution holding controlling or otherwise dealing with money or property of the Insured or for which the Insured is responsible which is initiated, implemented or completed electronically by use of a computer.

## SPECIFIC EXCEPTIONS

1. The Company shall not be liable for:
  - 1.1 loss resulting from or contributed to by any defined event by:
    - 1.1.1 any partner in or of the Insured to the extent that such partner would benefit by indemnity granted under this Policy;
    - 1.1.2 any principal, director or member of the Insured unless such principal director or member is also an employee;
    - 1.1.3 any employee from the time the Insured shall become aware that such employee has committed any fraud or dishonesty;
  - 1.2 any consequential losses of any kind following losses referred to under defined events.
2. This Section does not cover any company or other legal entity acquired during the period of insurance.
3. The Company shall not be liable for any defined event if it results from the dishonest:
  - 3.1 manipulation of;
  - 3.2 input into;

any computer programme, system, data or software by any insured employee who is employed in the Insured's electronic data-processing department or area.

This Exception does not apply to insured employees who are employed in the electronic data-processing department/area of any non-networked micro/personal computer.
4. The Company shall only be liable to the extent of the participation/shareholding of any uninvolved partners/principals/directors or members for an insured event in which any partner/principal/director or member of the Insured is or has been directly involved.
 

This Specific Exceptions only applies to:

  - 4.1 partnerships;
  - 4.2 private companies;
  - 4.3 close corporations; or
  - 4.4 trusts.

## SPECIFIC CONDITIONS

1. The Insured shall institute and/or maintain and continue to employ in every material manner all such systems of check and control, accounting and clerical procedures and methods of conducting his business as has been represented to the Company, but the Insured may:
  - 1.1 change the remuneration and conditions of service of any employee;
  - 1.2 in respect of any employee who is described in the Schedule by name, change his duties and position;
  - 1.3 in respect of any employee who is described in the Schedule only by the position held by him, remove such employee and place in his position any other person who falls within the definition of employee;
  - 1.4 make such other changes as are approved beforehand in writing by the Insured's auditors.

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

## **CLAUSES AND EXTENSIONS**

### **Accountants**

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

### **Extended cover for past employees**

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

### **Other insurances**

It is a condition of this Section that other than:

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

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

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

### **Extortion**

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

PROVIDED THAT:

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

PROVIDED FURTHER THAT:

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

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

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

### **Superseded insurance**

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

PROVIDED THAT:

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

### **Voluntary first amount payable**

In addition to the compulsory first amount payable as stated in this section of the policy, the Insured shall be responsible for the voluntary first amount payable as stated in the Schedule.

### **Reduction/reinstatement of sum insured**

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

PROVIDED THAT:

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

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

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

### **Costs of recovery**

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

### **Computer losses**

The Insured having completed a satisfactory questionnaire, Specific Exception 3 and the Computer Losses First Amount Payable clause are deleted.

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

1. In consideration of the payment of an additional premium, provision 3.1 of the Defined Events is restated to read:
  - 1.1 "the Company is not liable for all losses which occurred more than 36 (thirty six) months prior to discovery."
2. If this Policy Section includes the Superseded Insurance Extension, the period referred to in Provision 6 thereof is increased from 24 (twenty four) months to 36 (thirty six) months.

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

1. In consideration of the accounting firm named in the Schedule having conducted a satisfactory audit of the Insured's systems of:
  - 1.1 control;
  - 1.2 fraud, dishonesty and theft detection;
 and subject to the Insured implementing and maintaining all the recommendations contained in such audit;
 

PROVIDED THAT:

 Provision 1.3 of the Defined Events (which limits cover to that part of losses discovered within 24 (twenty four) months) and Provision 6 of the Superseded Insurance Extension Clause (if applicable) are deleted;
2. The First Amount Payable clause (or first amount payable as reflected in the Schedule) for losses discovered more than 12 (twelve) months after they were committed is deleted.

**MEMORANDA**

1. In the event of the discovery of any loss resulting from a defined event, the Insured may, notwithstanding anything to the contrary contained in General Condition 7.2, refrain from reporting the matter to the South African Police, but shall do so immediately should the Company require such action to be taken.
2. Non-disclosure of his own fraud or dishonesty or that of others with whom he is in collusion by the person signing any proposal form or giving renewal or other instructions shall not prejudice any claim under this Section.
3. General Exceptions 1 and 2 and General Condition 10 do not apply to this Section.
4. If the sum insured shall be increased at any time, such increased amount shall apply only to defined events committed after the date of such increase.

**COMPULSORY FIRST AMOUNTS PAYABLE**

**1. Compulsory first amount payable**

The amount payable under this Section in respect of a defined event involving one employee or any number of employees acting in collusion shall be reduced by:

- 1.1 2% (two percent) of the aggregate of the sum insured under this Section and the declared insurance or R60 000 (sixty thousand Rand) whichever is the lesser; plus
- 1.2 a further amount of 10% (ten percent) of the net amount payable after deduction of the amount specified in 1.1 above.

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

**2. Computer losses first amount payable**

The first amount payable specified in either of the first amount payable clauses in this Section is automatically increased by 100% (one hundred percent) if the defined event results from the dishonest:

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

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

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

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

- 3.1 it was committed;
- 3.2 the first event in a series of events is committed by one person or a number of persons acting in collusion the amounts contained in the first amount payable clause are increased as follows:
  - 3.2.1 If losses are discovered more than 12 (twelve) months after being committed but not more than 24 (twenty four) months thereafter, the first amount payable is increased by 100% (one hundred percent);
  - 3.2.2 If the policy has been extended to cover that part of losses discovered more than 24 (twenty four) months after being committed but not more than 36 (thirty six) months thereafter, the first amount payable is increased by 150% (one hundred and fifty percent).

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

## 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 responsible, in the course of transit by the means of conveyance or other means incidental thereto and caused by any accident or misfortune (excluding as a result of hijacking of the load-carrying vehicle) not otherwise excluded;

PROVIDED THAT:

**1. 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;

**2. Limit of liability**

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

**3. Clearing up and removal of debris costs**

the insurance under this Section includes costs necessarily incurred by the Insured in respect of the clearing up and removal of debris following damage to the means of conveyance or to the property thereon, subject to the maximum amount of R10 000 (ten thousand Rand) or the limit stated in the Schedule in respect of any one Defined Event;

**4. Conveyance**

the Company shall not be liable for loss or damage if such loss or damage occurs whilst in the custody or control of any carrier unless recognised and reputable.

### MEMORANDA

#### Period of transit

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

#### Refusal

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

PROVIDED THAT:

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

#### Other means of transport

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

## Breakdown

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

## Property

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

## Conveyance

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

## Basis of valuation

The amount claimed shall be calculated as follows:

1. in respect of new goods:
  - the replacement value of the property by similar property in a condition equal to, but not better nor more extensive than its condition when new;
2. in respect of goods that are not new:
  - 2.1 the market value of the goods immediately before the insured event; or
  - 2.2 the repair of the property to a condition substantially the same as, but not better than, its condition immediately before the insured event.

## OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to apply)

### Hijacking of conveying vehicle

Seizure of the insured property contained in or on the conveying vehicle, where such seizure is accompanied by unlawful and forcible removal of the conveying vehicle to a destination other than originally intended, or accomplished by means of violence or threat of violence against the person or persons who, at the time of such seizure, are in actual lawful control of such conveyancing vehicle carrying the property;

PROVIDED THAT:

the Insured shall be liable to pay for the first 25% (twenty five percent) of the claim or the amount stated in the Schedule.

### 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:

- 2.1 loss or damage occurring in the Republic of South Africa and Namibia;
- 2.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- 2.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- 2.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

- 2.5 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 alleges that, by reason of Provision 2.1, 2.2, 2.3, 2.4 or 2.5, 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.

### **SPECIFIC EXCEPTIONS**

The Company shall not be liable for:

1. loss or damage resulting from or caused by:
  - 1.1 theft from any unattended vehicle in the custody or control of the Insured or any principal, partner, director or employee of the Insured unless the property is contained in a completely closed and securely locked vehicle or the vehicle itself is housed in a securely locked building and entry to or exit from such locked vehicle or building is accompanied by forcible and violent entry or exit from;
  - 1.2 theft of goods from any temporary storage facility (stored during the period of transit) unless accompanied by visible signs of forcible and violent entry into or exit from such temporary storage facility or any attempt thereat or as a result of theft or any attempt thereat following violence or threat of violence.
  - 1.3 inherent vice or defect, vermin, insects, damp, mildew or rust;
  - 1.4 the dishonesty of any principal, partner, director or employee of the Insured whether acting alone or in collusion with others;
  - 1.5 or arising whilst in transit by sea or inland transit incidental thereto;
  - 1.6 breakdown of refrigeration equipment;
  - 1.7 detention, confiscation or requisition by customs or other officials or authorities;
  - 1.8 loss or damage attributable to or as a result of overloading of the goods carrying vehicle;
  - 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 for securities of any kind;
  - 4.2 property outside the Republic of South Africa, Namibia, Botswana, Lesotho, 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.



## BUSINESS ALL RISKS

### DEFINED EVENTS

#### 1. Loss of or damage:

- 1.1 to the whole or part of the property described in the Schedule whilst anywhere in the world by any accident or misfortune not otherwise excluded;
- 1.2 the Insured shall be responsible for the first amount payable stated in the Schedule in respect of each and every event except a claim resulting from fire, lightning or explosion.

#### 2. Losses as a result of remote blocking:

- 2.1 If the Insured can demonstrate through video surveillance footage (or any other conclusive proof) that an attempt was made to lock the vehicle using the vehicle remote but that the locking mechanism was blocked by thieves using an electronic device, such evidence will be deemed to satisfy the forcible and violent entry or exit requirement for any loss out of the cab or boot of the vehicle.
- 2.2 Where the Insured maintains that the vehicle was locked but no evidence of forcible and violent entry or exit from the vehicle exists, provided that:
  - 2.2.1 the police case number is supplied to the Insurer;
  - 2.2.2 shall only apply to property that is separately and individually specified in the Schedule;
  - 2.2.3 after deduction of the first amounts payable in the Schedule, the liability of the Company is further restricted to the lesser of the sum insured shown on the Schedule or R25 000 (twenty five thousand Rand) in respect of any one event.
- 2.3 The Insured shall be responsible for the first 10% (ten percent) of the claim, minimum R1 000 (one thousand Rand) or the amount stated on the Schedule.

### SPECIFIC EXCEPTIONS

The Company shall not be liable for:

#### 1. loss of or damage to property resulting from or caused by:

- 1.1 theft from any unattended vehicle;

UNLESS:

- 1.1.1 the property is concealed in a completely closed and securely locked vehicle; or
- 1.1.2 the vehicle itself is housed in a securely locked building;
- 1.1.3 and entry to or exit from such locked vehicle or building is accompanied by visible signs of forcible and violent entry or exit;

- 1.2 its undergoing a process of cleaning, repair, dyeing, bleaching, alteration or restoration;
- 1.3 inherent vice or defect, vermin, insects, damp, mildew or rust;
- 1.4 the dishonesty of any principal, partner, director or employee of the Insured whether acting alone or in collusion with others;
- 1.5 detention, confiscation or requisition by Customs or other officials or authorities;
- 1.6 theft or any attempt thereat or damage from any contract site or any other premises (including the Insured's premises) after normal business hours;

UNLESS:

- 1.6.1 the property insured is contained in a securely locked building and the loss is accompanied by forcible, visible and violent entry into or exit from the building containing the property insured;
- 1.6.2 loss by theft which is not identifiable with a specific incident of theft.

- 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. undeclared losses or shortages.

## **SPECIFIC CONDITIONS**

### **Average**

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

### **Replacement value**

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

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

#### **PROVIDED THAT:**

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

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

### **Increase in cost of working**

The insurance under this Extension is limited to expenditure not otherwise recoverable under this Section, necessarily and reasonably incurred as a result of loss of or damage to property for which payment is made or liability therefore is admitted under this Section, for the purpose of maintaining the normal operation of the business, not exceeding R50 000 (fifty thousand Rand) or the amount stated in the Schedule whichever is the lesser.

### **Riot and strike**

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

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

#### **PROVIDED THAT:**

this Extension does not cover:

- 2.1 loss or damage occurring in the Republic of South Africa and Namibia;
- 2.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- 2.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- 2.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 2.5 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 alleges that, by reason of Provision 2.1, 2.2, 2.3, 2.4 or 2.5 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 2, this Section shall not be called into contribution for any defined event for which more specific insurance has been arranged.

### SPECIFIC EXCEPTIONS

The Company shall not be liable for:

1. any peril excluded or circumstance precluded from any other insurance available from the Company at inception hereof or for any excess payable by the Insured under such insurance, or for any reduction of the amount payable under any claim due to the application of average;
2. more than the individual value of any item forming part of a pair, set or collection without regard to any special value such item may have as part of such pair, set or collection;
3. unexplained disappearance or shortage only revealed during or after an inventory or errors or omissions in receipts, payments or accounting, or misfiling or misplacing of information;
4. loss of or damage to insured property caused by:
  - 4.1 any fraudulent scheme, trick, device or false pretence practiced on the Insured (or any person having custody of the insured property) or fraud or the dishonesty of any principal or agent of the Insured;
  - 4.2 overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure. This Exception applies only to vessels, pipes, tubes or similar apparatus;
  - 4.3 breakdown, electrical, electronic and/or mechanical derangement;
  - 4.4 altering, bleaching, cleaning, dyeing, manufacture, repair, restoring, servicing, renovating, testing or any other work thereon;
  - 4.5 fault or defect in its design, formula, specification, drawing, plan, materials, workmanship or professional advice, normal maintenance, gradual deterioration, depreciation, corrosion, rust, oxidation or other chemical action or reaction, frost, change in temperature, expansion or humidity, fermentation or germination, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, pollution, change in colour, flavour, texture or finish or its own wear and tear;
  - 4.6 denting, chipping, scratching or cracking not affecting the operation of the item;
  - 4.7 termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions, the action of light;
5. settlement or bedding down, ground heave or cracking of structures or the removal or weakening of support to any insured property;
6. loss of or damage:
  - 6.1 to chemicals, oils, liquids, fluids, gases or fumes due to leakage or discharge from its container;
  - 6.2 resulting from leakage or discharge of chemicals, oils, fluids gases or fumes;
7. failure of and/or the deliberate withholding and/or lack of supplies of water, steam, gas, electricity, fuel or refrigerant;
8. collapse of plant and machinery, buildings and structures (other than shelving or storage platforms);
9. detention, confiscation, forfeiture, impounding, attachment or requisition by any lawfully instituted authority or other judicial process.

## DEFINITION

### Insured property

Any tangible property belonging to the Insured or held in trust or on commission for which they are 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.

### 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.

## 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:
  - 1.1 anything for which notice had been served on the Insured prior to the insured event;
  - 1.2 anything connected with undamaged property or undamaged portions of property;
  - 1.3 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:

1. charges levied by any authorized fire brigade for their services.

### **Mortgagees**

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

PROVIDED THAT:

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

### **Railway and other subrogation**

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

### **Restricted cover**

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

### **Tenants**

The Insured shall not be prejudiced by the act of any tenant in premises they own or in which they are a co-tenant or of the owner of any premises of which they are a tenant, provided that the Company is notified as soon as they become aware of such act and they pay any additional premium resulting from the Company assuming any additional hazard.

## **MEMORANDA**

### **Average**

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

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

### **Excluded property**

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

### **First loss average**

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

**Reinstatement value**

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

## PROVIDED THAT:

1. the work of replacement or reinstatement (which may be carried out on another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch otherwise no payment beyond the amount that would have been payable if this clause had not been incorporated in this Section shall be made;
2. the Company shall not be liable for any payment beyond the amount that would have been payable if this clause had not been incorporated in this Section, until expenditure has been incurred by the Insured in replacing or reinstating the lost or damaged insured property;
3. if, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the insured property had been lost or damaged exceeds the sum insured thereon on the occurrence of an insured event, the Insured shall be considered his own insurer for the difference and shall bear a rateable share of loss accordingly. Each item, if more than one, to which this clause applies shall be separately subject to this Provision;
4. this Clause shall not apply if:
  - 4.1 the Insured fails to intimate to the Company within 6 (six) months of the insured event or such further time as the Company may allow in writing their intention to replace or reinstate the lost 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.

## COMBINED LIABILITY

(BROAD FORM)  
(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 claimant's 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 Terms, Exceptions, Conditions and Endorsements of this Policy.

### MEMORANDUM

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

### DEFENCE COSTS

The Company will also pay:

1. All other costs and expenses incurred with the Company's prior written consent in respect of the investigation, defence or settlement of any event giving rise to a claim or series of claims that may be the subject of indemnity under this Section of the Policy.
2. Legal representatives' fees incurred with the Company's prior written consent for the Insured's representation at:
  - 2.1 any coroner's inquest or any official statutory inquiry investigating an occurrence or fatal accident inquiry in respect of any death; or
  - 2.2 proceedings in any court of first instance arising out of any alleged breach of statutory duty resulting in bodily injury or loss of, or damage to property, which may be the subject of indemnity under this Section of the Policy.
3. The Company will not pay more than R150 000 (one hundred and fifty thousand Rand) per event or R250 000 (two hundred and fifty thousand Rand) in the aggregate any one period of insurance. The Insured shall be liable for the first R2 500 (two thousand five hundred Rand) each and every claim.

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

### 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 or R250 000 (two hundred and fifty thousand Rand) in the aggregate during any one period of insurance.

## DEFINITIONS

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

### 1. Insured

- 1.1 the first named party stated in the Schedule, hereinafter referred to as the Named Insured.
- 1.2 at the request of the Named Insured:
  - 1.2.1 any subsidiary company of the Named Insured declared to the Company;
  - 1.2.2 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,
  - 1.2.3 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;
  - 1.2.4 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;
  - 1.2.5 any principal, in his 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.
- 1.3 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.

### 2. Business is as described in the Schedule and will also include:

- 2.1 the ownership, repair, maintenance or use of the Named Insured's premises;
- 2.2 the provision and management of canteen, social, sports and welfare organisations for the benefit of the Named Insured's employees;
- 2.3 the provision and management of security, fire, first aid and ambulance services;
- 2.4 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.

### 3. Bodily injury

death, injury, illness, or disease; and injury may also include nervous shock, mental anguish or mental illness.

### 4. 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.

### 5. 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.

### 6. Employee

- 6.1 any person under a contract of employment or apprenticeship with the Named Insured;
- 6.2
  - 6.2.1 any labour master or labour only sub-contractor or person supplied by any of them;
  - 6.2.2 any self-employed person;
  - 6.2.3 any person under a contract of employment or apprenticeship with another employer, and who is hired to, or borrowed by the Insured;
  - 6.2.4 any person participating in any government, or otherwise authorised work experience, training, study, exchange, or similar scheme;
  - 6.2.5 any voluntary persons; while engaged in work for the Named Insured in connection with the business.



## 7. Product

any goods (including packaging, containers, labelling, instructions or advice, provided in connection therewith):

7.1 sold, supplied or distributed by or on behalf of the Named Insured;

7.2 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.

## 8. Pollution Hazard

8.1 actual, alleged, or threatened:

8.1.1 ingestion, inhalation, absorption, release, escape, discharge, dispersal, seepage of, contact with, or exposure to pollutants;

8.1.2 subsequent spread, migration or movement of pollutants following 8.1.1 above;

8.2 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.

## 9. Pollutants

any solid, liquid, gaseous or thermal irritants, smoke, vapour, soot, fumes, acids, alkalis, chemicals, waste or other substances or contaminants, bacteria, molds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by molds or fungi), which actually or are alleged to adversely affect land, water, atmosphere, property, buildings, other structures or people, animals, plants, and all other living organisms, or the general environment.

## 10. 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.

## 11. Event

any one occurrence, or all occurrences of a series consequent upon, or attributable to, one originating cause including but not limited to one or more occurrences of bodily injury or personal injury or loss of or damage to property, relating to the same fault in design, manufacture, instructions for use, packaging or labelling or attributable to the supply of the same product or products showing the same defect or the same action or failure to act, and will be treated as one single occurrence, irrespective of the number of injured parties, actual claimants, potential or eligible claimants, and whether or not brought by class action or individually by the claimants concerned.

## 12. 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.

## 13. 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.

**14. System failure**

malfunction or non-function of any mechanical and/or electronic system (whether or not the Insured's property) caused by:

- 14.1 the response of a Computer to any date or date change; or
- 14.2 the failure of a Computer to respond to any date or date change; or
- 14.3 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.

**15. Pure financial loss**

any pecuniary or economic loss or expense.

**16. Retroactive date**

the date stated in the Schedule.

**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.

**Geographical Limits**

Will mean for the purposes of this Sub-Section 1:

- 1. the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Zambia, Mozambique and Malawi;
- 2. elsewhere in the world excluding United States of America and/or Canada and/or their possessions or protectorates but only in connection with the business carried on by the Insured at or from any premises situated in any of the countries specified in 1. above.

The Company's total liability under this operative section of the Policy to pay all sums for which the Insured are legally liable, including claimant's costs and expenses relating to any claimant or number of claimants in respect of an event, and Defence Costs, will not exceed the Limit of Indemnity stated in the Schedule.

However, where the Limit of Indemnity states "in the annual aggregate", the Company's total liability for all claims arising in any one period of insurance will be limited to the stated amount irrespective of the number of events giving rise to such claims.

**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, other than:
  - 1.1 employees' or visitors' personal effects;
  - 1.2 any premises (including contents), not being premises leased or rented to the Insured, which are temporarily occupied by the Insured for the purpose of carrying out work in or to such premises;
- 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 8 (eight) meters in length; or
    - 3.2.2 watercraft not exceeding 25 (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.

## **EXTENSIONS (applicable to Sub-Section 1)**

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

### **1. Damage to leased or rented premises**

Notwithstanding Exception 1 to this Sub-Section, the indemnity provided under this Sub-Section will extend to include liability for accidental loss of, or damage to premises (including fixtures or fittings) leased or hired by, or rented to the Insured under a written contract or agreement, but this Extension will not apply to liability:

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

### **2. Cross liability**

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

PROVIDED THAT:

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

### **3. Automatic acquisitions**

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

## PROVIDED THAT:

- 3.1 the Insured notify the Company in writing with full underwriting information:
  - 3.1.1 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;
  - 3.1.2 as soon as practicable for new acquisitions other than as detailed in 3.1.1 above;
  - 3.1.3 at the beginning of any new period of insurance if this is earlier than 3.1.1 or 3.1.2 above;
- 3.2 turnover for the 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;
- 3.3 the Company reserves the right to:
  - 3.3.1 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
  - 3.3.2 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.

**4. 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.

**5. 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.

**6. Security firms**

Notwithstanding Specific Exception 3 of this Sub-Section, if in terms of a contract with a security firm engaged to protect the insured property or persons in the course of the Insured's business, the Insured becomes legally liable for the acts or omissions of the employees of the security firm in the course of their employment, then this Section includes such legal liability to the extent that indemnity would have been granted under Sub-Section 1, had the said employees been under a contract of service to the Insured and not the security firm, but not exceeding the limit of indemnity stated in the Schedule.

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

**7. 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:

- 7.1 the prosecution arises out of an event which is the subject of this Sub-Section;
- 7.2 the Company will not be liable for fines or penalties of any kind;
- 7.3 the Insured is not entitled to indemnity under any other Policy;
- 7.4 the proceedings are not consequent upon any deliberate act or omission by:
  - 7.4.1 the Insured;
  - 7.4.2 any director or partner of the Insured;
  - 7.4.3 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.

## **SUB SECTION 2 – PRODUCTS LIABILITY AND DEFECTIVE WORKMANSHIP LIABILITY**

### **Products Liability**

This Company will indemnify the Insured in accordance with the Defined Events for:

1. bodily injury to any person;
2. loss of, or damage to property caused by any product of the Insured, 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 the Company during the period of insurance.

### **Defective Workmanship**

Specific Exceptions 1 and 2 under Sub-Section 1 are deleted;

PROVIDED THAT:

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 the 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, Swaziland, Zimbabwe, Zambia, Mozambique and Malawi or in connection with Offshore work within the Continental Shelf around those countries;
2. elsewhere in the world excluding United States of America and/or Canada and/or their possessions or protectorates but only in connection with the business carried on by the Insured at or from any premises situated in any of the countries specified in 1. above.

The Company's total liability under this operative section of this Sub-Section of the Policy for all claims arising in any one period of insurance, being 'in the annual aggregate' as stated in the Schedule, will be limited to the stated amount irrespective of the number of events giving rise to such claims.

### **EXCLUSIONS (applicable to Sub-Section 2 – Products Liability only)**

Notwithstanding anything to the contrary contained within this Policy, the Company will not indemnify the Insured under this Sub-Section against liability:

1. arising from any product exported directly or indirectly to the United States of America and/or Canada and/or their respective possessions or protectorates, if such product has, to the Insured's knowledge, been exported to the United States of America and/or Canada and/or their respective possessions or protectorates by or on the Insured's behalf;
2. arising from any product that is used on, or incorporated into or onto, any aircraft or aerial device, or is used to control the navigation or safety of any aircraft or aerial device;
3. arising from the cost of repair, alteration, recall or replacement of any product or products, including but by no means limited to, the containers, packaging or labels of the product.

### **EXTENSIONS (applicable to Sub-Section 2 – Products Liability only)**

Subject to all the Terms, Exceptions, Conditions and Endorsements relating to this Sub-Section of the Policy, the Insured will be indemnified as below. The total of all payments made under these Extensions will be part of and not in addition to the Limit of Liability. The Extensions are also subject to the first amount payable as stated in the Schedule.

#### **Automatic acquisitions**

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

#### **PROVIDED THAT:**

1. the Insured notifies the Company in writing with full underwriting information:
  - 1.1 within 90 (ninety) days for new acquisitions where annual turnover is not more than 15% (fifteen percent) of the Insured's last published annual turnover figure and there is no material alteration to the business or risk;
  - 1.2 as soon as practicable for new acquisitions other than as detailed in 1.1 above;
  - 1.3 at the beginning of any new period of insurance if this is earlier than 1.1 or 1.2 above;
2. turnover for the 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.

### **SPECIFIC EXCEPTIONS (applicable to Sub-Section 1 and 2)**

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 bodily Injury sustained by an employee, which arises out of and/or in the course of his employment or engagement by the Insured or any liability attaching to the Insured by virtue of any workmen's compensation, unemployment compensation or disability benefits law or any similar law or regulation.

#### **2. Pollution**

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, molds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by molds or fungi);

#### **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, 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.

### 7. 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 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 Sub-section 1 and 2)

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

### 1. Observance of terms

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

### 2. Claims co-operation

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

- 2.1 provide the Company with such particulars and information as the Company may require, immediately on request;
- 2.2 forward to the Company any communication, court process or documentation, or any other documents received relating to such circumstance or claim immediately on receipt;
- 2.3 give the Company all information and assistance required as soon as practicable, and, where the Company has conduct of proceedings, within such time limits as are specified by the Company's legal representatives;
- 2.4 make no admission of liability, payment, offer or promise of payment, or agree to compromise or indemnify or waive any right of subrogation or recovery, without the express prior written consent of the Company.

### 3. Claims control

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

### 4. Deductible

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

- 4.1 where the Company has incurred expenditure in the defence and/or settlement of any claim the first amount payable will be payable in whole or in part:
  - 4.1.1 at any stage when in respect of a claim sums have been paid in respect of damages, claimant's expenses and/or defence costs and loss adjusting expenses; or
  - 4.1.2 at the settlement or closure of any claim; or
  - 4.1.3 where at its own discretion the Company so requires.



- 4.2 the Company may at its own discretion, or where it is statutorily obliged to do so, pay sums falling within the first amount payable to effect a settlement of any claim or potential claim, and, upon notification that such a payment has been made, the Insured will immediately reimburse the Company for the payment.
- 4.3 the terms of this Policy, including without limitation those governing the Company's rights in relation to the conduct and defence of claims and the Insured's duties in the event of a claim, will not be affected or modified in any way by the existence or application of the first amount payable.

## 5. Discharge of liability

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

PROVIDED THAT:

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

## 6. Alteration of Risk

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

- 6.1 until the Company has agreed in writing to accept the altered risk; and
- 6.2 the Insured has paid or agreed to pay any additional premium required by the Company.

## 7. Adjustments

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

- 7.1 keep an accurate record of all relevant particulars and at any reasonable time allow the Company to inspect such record;
- 7.2 within one month of the expiry of each period of insurance furnish to the Company such information as the Company requires for such expired period and the premium for such period will thereupon be adjusted by the Company and the difference be paid by, or allowed to, the Insured as the case may be subject to any agreed minimum premium.

## 8. Law

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

## 9. Amendment

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

## 10. Offset of premium

The Company will be entitled, at its own discretion, to deduct from sums due to be paid in respect of claims admitted by the Company under Sub-Sections 1 and 2 of the Policy, any sums owed to the Company by the Insured in respect of premium(s) due under this Policy.

## 11. Standard extended reporting period

If this Section of the Policy is not renewed or is cancelled then the Insured will have 30 (thirty) days beyond the expiry date of the period of insurance in which to notify the Company of any formal claim and/or writ and/or other demand for compensation or court process received prior to the expiry date of this Section of the Policy for any event which happened after the Retroactive date and within the period of insurance.

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

At the Insured's option, which option must be exercised within 30 (thirty) days of non-renewal of this Section of the Policy, and payment of the additional premium required by the Company within 30 (thirty) days, in respect of the period within which any claim or circumstance that may give rise to a claim in terms of this Section of the Policy is to be reported in terms of General Condition 7, 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).

## 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, 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 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 7;
  - 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 7 (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 7 to the Company for up to 15 (fifteen) days after cancellation or non-renewal;  
  
PROVIDED THAT:
    - 2.2.1 such event occurred during the period of insurance;
    - 2.2.2 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 7; 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 7 for a period to be agreed, but in no circumstances exceeding 36 (thirty six) months (hereinafter referred to an extended reporting period);

PROVIDED THAT:

1. this option may only be exercised in the event of the Company cancelling or refusing to renew this Section;
2. this option must be exercised by the Insured in writing within 30 (thirty) days of cancellation or non-renewal;
3. once exercised, the option cannot be cancelled by either the Insured or the Company;
4. the Insured has not obtained insurance equal in scope and cover to this Section as expiring;

5. the Company shall only be liable for a defined event which occurred after the retroactive date but prior to date of cancellation or non-renewal;
6. claims first made against the Insured or any reported events by the Insured during the extended reporting period shall be treated as if they were first made or reported on the last day preceding the cancellation or non-renewal;
7. the total amount payable by the Company for claims made or reported events during the extended reporting period shall not have the effect of increasing the limit of indemnity applicable as on the last day preceding the cancellation or non-renewal;
8. any claim made, following a reported event during the extended reporting period, which is first made against the Insured in writing more than 48 (forty eight) months after the last day preceding cancellation or non-renewal, shall not be subject to indemnification by this Extension. If the claimant is a minor, the period of 48 (forty eight) months is extended until the expiry of 12 (twelve) months after the attainment of majority by the claimant.

## MEMORANDUM

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

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

## DIRECTORS' AND OFFICERS' LIABILITY

### (CLAIMS-MADE BASIS)

#### INSURING AGREEMENTS (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:

- 3.1 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;
- 3.2 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;
- 3.3 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.

#### 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, 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 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 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 Policy;
- 3.2 any circumstance that, as of the inception of this 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 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. Terrorism and war

arising out of, based upon or attributable to, directly or indirectly resulting from or in consequence of:

- 13.1 war, any act of war, civil war, invasion, insurrection, revolution, use of military power or usurpation of government of military power;
- 13.2 the intentional use of military force to intercept, prevent, or mitigate any known or suspected terrorist act;
- 13.3 any terrorist acts.

For purposes of this Exception:

1. war will mean war, whether declared or not, or any warlike activities including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, ethnic, religious or other ends;
2. terrorist act(s) will mean any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act of force or violence dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Thefts or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) will not be considered terrorist acts. A terrorist act will also include any act which is verified or recognised by the South African government, or the government of the country in which the claim is made against the Insured, as an act of terrorism.

## 14. 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:

- 14.1 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 his/her knowledge and belief he/she is not aware of any circumstance which could give rise to a claim against any Insured;
- 14.2 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;
- 14.3 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.

## 15. Commissions

arising out of, based upon or attributable to, directly or indirectly resulting from or in consequence of:

- 15.1 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;
- 15.2 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;
- 15.3 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 become 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:

- 7.1 Defence Costs jointly incurred by;
- 7.2 any joint settlement entered into by; and/or
- 7.3 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.

## DEFINITIONS

### 1. Companies Act

The Companies Act No. 71 of 2008, as amended.

### 2. Claim

A written demand or a civil, regulatory or arbitration proceeding seeking compensation for damages for an alleged or actual wrongful act.

### 3. 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.

### 4. Director

Any natural person, who will, for purposes of this Section of the policy, be deemed to be the Insured, and who is:

4.1 a director, former director or alternate director including;

4.1.1 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 his or her 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;

4.1.2 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.

4.2 a prescribed officer as defined in the Companies Act, including the company secretary;

4.3 an employee in a managerial or supervisory capacity;

4.4 a member of a committee of the board including the audit committee and who is acting in such capacity for the Insured.

### 5. Employment practice violation

5.1 any actual or alleged unfair or wrongful dismissal, discharge or termination, either actual or constructive, of employment, including breach of an implied contract;

5.2 employment-related misrepresentation;

5.3 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);

5.4 unlawful discrimination, whether direct, indirect, intentional or unintentional; failure to provide adequate employee policies and procedures;

5.5 retaliation (including lockouts);

5.6 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.

## 6. 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:

- 6.1 the same cause;
- 6.2 a single wrongful act;
- 6.3 a series of continuous, repeated or related wrongful acts;

will be considered a single claim for purposes of this Section of the Policy.

## 7. Official body

Any regulatory authority or commission, government body or official trade body, empowered to investigate the Insured's affairs and business.

## 8. 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 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.

## 9. 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.

## 10. 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.

## 11. Subsidiary

Any company which the Insured or a subsidiary controls through:

- 11.1 holding a majority of voting rights;
- 11.2 the right to appoint or remove a majority of its board of directors;
- 11.3 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.

## 12. Transaction

Any one or a combination of the following events:

- 12.1 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;

12.2 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.

**13. 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.

**14. The Insured**

The company named in the Schedule and any subsidiary of that company.

**15. 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.

**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 the Policy). The wrongful act must have occurred subsequent to the Retroactive Date shown in the Schedule and prior to the expiry 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 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 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.

## GROUP PERSONAL ACCIDENT

### 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 Medical Expenses the Company will pay to the Insured or his legal personal representatives the Compensation stated in the Schedule up to the maximum limits of liability therein.

### DEFINITIONS

The following words or phrases shall bear the meaning stated below.

Annual earnings	shall mean the annual rate of salary or wages and any other allowance of a regular and constant nature paid to the Insured Person at the time of the accident
Average weekly earnings	shall mean one fifty second part of the annual earnings of the Insured Person. In respect of casual workers with less than twelve consecutive months' service with 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
Loss	used in reference to limb, hand, thumb, fingers, foot or toes means the loss by physical severance or total and permanent loss of use of such member
Permanent total disability	means bodily injury resulting in total and absolute disablement preventing the Insured Person from following the usual occupation, or any other occupation for which he or she is suited by education or training, for 24 (twenty four) consecutive months and which, at the expiry of that period, is beyond hope of improvement
Permanent partial disability	means Bodily Injury which causes a Permanent Disability but not causing inability to work
Temporary total disability	means Bodily Injury temporarily and totally preventing the Insured Person from engaging in or giving attention to his or her usual occupation
Temporary partial disability	means Bodily Injury temporarily preventing an Insured Person from engaging in or giving attention to a substantial part of his or her usual occupation
Medical expenses	means expenses necessarily incurred within 24 (twenty four) months of the date of the Accident for medical, surgical, dental, ophthalmic and hospital treatment and emergency travel costs reasonably and necessarily incurred

### PROVISOS (Applicable to the entire section including extensions)

1. Compensation shall only be payable under one of the items 1 and 2 of the Table of Benefits.
2. Compensation for Temporary Total Disability, Temporary Partial Disability and/or Medical Expenses shall be paid in addition to any Compensation paid or payable under Items 1 or 2 of the Table of Benefits.
3. The Compensation specified for Temporary Total Disability and/or Temporary Partial Disability shall cease as soon as the Bodily Injury causing the incapacity has healed insofar as it is reasonably possible notwithstanding that Permanent Disability may remain but shall in any event not be payable for more than the number of weeks stated in the Schedule to this Policy for the Temporary Total Disability.
4. The Compensation specified for Temporary Total Disability and/or Temporary Partial Disability shall cease as soon as the Insured Person is prevented from following the usual occupation as described under the "Permanent Total Disability" definition.



5. Any Compensation payable by the Company for any period of Temporary Total Disability and/or Temporary Partial Disability or for the reimbursement of Medical Expenses shall be reduced by an amount equal to the Compensation received or receivable by or on behalf of the Insured Person under the terms of the Compensation for Occupational Injuries and Diseases Act, 1993 for Temporary Disablement (partial or total) for the same or a lesser period and/or in respect of Medical Expenses.
6. Any compensation payable by 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's 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.

## 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 sight of eye sight of eye except perception of light	100% 100% 100%
2.3	hearing: both ears one ear	100% 35%
2.4	speech	100%
2.5	finger(s) and phalange(s): phalanges, per phalanx thumb, per phalanx four complete finger either hand	5% 15% 75%
2.6	toes: any one toe (other than great) all toes any foot great, per phalanx	5% 35% 5%
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.

## 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 his 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 his 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/servants medical expenses**

In the event of Accidental Bodily Injury to any spouse, dependent child or domestic servant of an Insured Person (referred to in this Extension as such person) as a result of a motor vehicle accident while such person is travelling with the Insured Person in any private motor vehicle owned, leased or hired by the Insured Person, the Company will pay any consequent medical expenses 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 not be liable for the first R250 (two hundred and fifty Rand) of each and every claim;
3. 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;
4. if the Business Hours Limitation is applicable, this Extension does not apply.

**Hijacking/abduction/kidnapping**

In the event of the unlawful seizure or wrongful exercise of control of any aircraft or conveyance (including the crew thereof) in which the Insured Person is travelling, or the abduction or kidnapping of the Insured Person, the cover in terms of the Temporary Total Disability section of this Policy shall continue in force for the duration of such an event, or 12 (twelve) months from the date of such event, whichever is the lesser period.

If Temporary Total Disability is insured, 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.

**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.

### **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 he/she cannot continue to be employed in the occupation in which he or she was employed at the time of the accident but may be retrained by 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, his 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 his 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 his or her normal place of employment but is otherwise able to continue his or her 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.

**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.

### **Territorial limits**

Coverage applies anywhere in the world unless otherwise restricted by an endorsement and/or memorandum to this Policy.

### **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 Policy.

### **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 his/her blood. The legal limit applicable shall be as per legislation applicable to the territory where the accident occurred;
6. whilst participating in any riot, strike, civil commotion, public disorder, or as a result of deliberately committing a criminal offence;
7.
  - 7.1 arising from war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power, or any events or causes which determine the proclamation or maintenance of martial law;
  - 7.2 whilst such Insured Person is on active service with the military, naval, air or police services of any nation;

#### **PROVIDED THAT:**

this Section shall continue to apply in respect of accidental bodily injury sustained independently of such contingencies;

8. whose death or disability is directly or indirectly attributable to Human Immunodeficiency Virus (HIV and/or any HIV related illness) or Acquired Immune Deficiency Syndrome (AIDS) including derivatives or variations thereof howsoever caused. The onus of proof shall always be upon the Insured to show that death or disability of an Insured Person did not arise through or was not caused by AIDS or HIV;
9. whilst participating in sport as a professional player. For the purpose of this exclusion professional player is a person who derives 50% (fifty percent) or more of their income from participating in sports;
10. whose occupation involves the manufacturing, storage, use of or the handling of explosives or explosive devices. This Exclusion does not apply to surface or underground mining occupations.

### **SPECIFIC CONDITIONS**

1. This Policy 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 Policy 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 Policy 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 30 (thirty) days of the Company notifying the Insured of their requirements.

After incurring Bodily Injury for which Compensation may be payable under this Policy, 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 Policy (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 Policy.
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 his award, all benefits under this 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 policy.
  - 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 Policy will be governed by the laws of the Republic of South Africa, whose courts shall have jurisdiction in any dispute arising hereunder.



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

### Accident Expert assistance

The Company will provide the Insured with the Accident Expert assistance provided by Roadcover in respect of assistance with claims under the Compensation for Occupational Injuries and Diseases Act (COIDA) or claims under the Road Accident Fund (RAF), as set out in the Annexure '1' to the Schedule of this policy.

Provision of these services will be subject to the assistance services standard terms conditions provisions and procedures as described in the Annexure "1" attached to the Schedule of this policy.

The following additional provisos are applicable in respect of the above mentioned Accident Expert assistance:

1. The injured person has to be an Insured Person in terms of the policy and be employed by the Insured.
2. Any costs incurred by an injured Insured Person, being approached by an outside party without the written consent of Roadcover will not be covered.
3. The injured employee is at all times free to get outside second opinions but the cost of these will not be covered unless approved in writing by Roadcover.
4. The injured employee is not obliged to use these assistance services and may seek alternative assistance in the event of which the insurer will not be liable for any incurred costs.
5. The Accident Expert Assistance services are only available for Accident, injury or incident that occurs in the Republic of South Africa.
6. At the time of the Accident, injury or incident the Insured and the Insured Person must comply with the legal and regulatory matters required by the Acts governing the Compensation Commissioner in terms of COIDA and/or the RAF.
7. The Accident Expert Services provided by Roadcover does not guarantee performance from or by the Compensation Commissioner (COIDA) and/ or the RAF.

### Hospitalisation

If, during the period of insurance, an Insured Person is admitted to hospital as an in-patient as a result of accidental bodily injury, the Company will pay the amount reflected in the Schedule per day for a period of hospitalisation up to 90 (ninety) days or the number of days reflected in the Schedule, whichever is the highest;

PROVIDED THAT:

1. the Company will not be liable for the first 24 (twenty four) hours of each and every period of hospitalisation;
2. successive periods of hospitalisation, due to the same or related causes, will be regarded as one accident.

### HIV accidental exposure

If an Insured Person becomes infected with Human Immunodeficiency Virus "HIV" as a result of an accidental bodily exposure arising from and in the course of his employment, the Company will pay to the Insured, on behalf of the Insured Person or his 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 Insurer of such accidental exposure; and
2. within 72 (seventy two) hours of such exposure, the Insured Person undertakes a test performed by a registered medical practitioner in accordance with laboratory and clinical criteria representing good clinical practice at that date which demonstrates that the Insured Person does not have Human Immunodeficiency Virus; and
3. within a period of 3 (three) calendar months from the date of the accidental exposure and during his lifetime the Insured Person is first diagnosed by a registered medical practitioner as being "HIV" positive, the diagnosis being made in accordance with laboratory and clinical criteria representing good clinical practice at that date.

### Specific Conditions

1. 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 his determination shall be binding.
3. If the Insured Person so becomes infected with "HIV", the date of his 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 himself 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.

### HIV/Aids Assistance

The Company will provide the Insured Person with HIV/Aids Assistance services in respect of all claims arising from Accidental exposure to HIV/Aids subject to the standard Terms, Conditions, Provisions and Exclusions as stated in Annexure "2" attached to the Schedule of the policy. Such claims for Accidental exposure to HIV/Aids have to be reported to the emergency number provided within 24 hours of the Accidental exposure.

### The emergency contact number is 0861 555 114

The following benefits provided and processes are more fully described in the Annexure "2" to the Schedule of this policy.

1. 24 hour access to the call centre for information, procedural instructions, advice and support;
2. Appointment of a case manager, physician, or trained nurse;
3. Counselling regarding the HIV exposure (if not previously done) and;
4. Necessary medical protocol that needs to be followed.

Should the insured person be HIV positive at initial testing no further assistance will be provided.

### War risks

It is declared and agreed that Specific Exception 7 is deleted in its entirety;

PROVIDED THAT:

1. 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 30 (thirty) days' notice in writing.

## Temporary total disablement – sickness

This policy is extended to cover Temporary Total Disability of the Insured Person caused by sickness or disease of the body contracted and commencing after the inception of this Policy subject to all the Terms, Conditions, Provisions and Exclusions of the Policy;

PROVIDED THAT:

no compensation shall be payable under this Extension:

1. in respect of sickness or disease for which the Insured Person had received treatment, or medical advice, prior to the inception of this Policy;
2. for sickness manifesting itself within the first 30 (thirty) days after the inception of this cover;
3. for the first 30 (thirty) days of any period of disablement following sickness;
4. in respect of any Insured Person who has attained the age of 65 (sixty five) years;
5. in respect of:
  - 5.1 venereal or other socially transmitted diseases;
  - 5.2 congenital abnormalities and conditions arising out of or resulting there from;
  - 5.3 any mental and/or nervous disorders, or any like condition arising from or attributable to stress or stress-related situations.

## SERIOUS ILLNESS

Should an Insured Person be diagnosed during the period of Insurance as suffering from a Serious Illness, symptoms of which were not present in such Insured Person up to 12 (twelve) months before inception of this Extension to the Policy, the Company will pay the compensation as stated in the Schedule to this Policy.

## DEFINITIONS

<p>Serious illness means any of the following:</p>	<ol style="list-style-type: none"> <li><b>1. Alzheimer's</b> The deterioration or loss of intellectual capacity or abnormal behaviour arising from Alzheimer's disease or irreversible organic disorders (excluding neurosis and any psychiatric illness) resulting in significant reduction in mental and social functioning and requiring the eventual supervision of the Insured Person. The diagnosis must be clinically confirmed by an appropriate consultant and confirmed by the Company's medical consultants.</li> <li><b>2. Blindness</b> The total and irreversible loss of vision in both eyes but excluding blindness caused by accidental, violent, external and visible means.</li> <li><b>3. Cancer</b> A disease manifested by the presence of a malignant tumour characterised by the uncontrolled growth and spread of malignant cells, and the invasion of normal surrounding tissue. All cancers diagnosed and treated by primary biopsy only, that is, not requiring any further surgical, medical (chemotherapy, and the like) or radio therapy, or other modalities are excluded.  The term "Cancer" also includes Leukaemia and Hodgkin's Disease but excludes:                     <ol style="list-style-type: none"> <li>3.1 All skin cancers;</li> <li>3.2 Cancer-in-situ, including melanoma-in-situ.</li> </ol> </li> <li><b>4. Chronic Coronary Heart Disease</b> Open bypass surgery or open surgical treatment of coronary disease but excluding angioplasty and any other intra-arterial procedures.</li> </ol>
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Serious illness means any of the following: (cont...)

**5. Chronic Liver Disease**

End stage liver failure as evidenced by all of the following:

- 5.1 permanent jaundice;
- 5.2 ascites; and
- 5.3 hepatics encephalopathy.

**6. Coma**

A state of unconsciousness with no reaction or response to external stimuli or internal needs, and where permanent neurological deficit is present, persisting continuously with the use of life support system which must include the use of a respirator for an indefinite period.

**7. Heart Attack**

The death of a significant portion of the heart muscle due to inadequate blood supply to the relevant area. The diagnosis will include the following criteria:

- 7.1 a history of typical chest pain;
- 7.2 new ECG changes; and
- 7.3 elevation of cardiac enzymes.

**8. Heart Valve Surgery**

The first occurrence of open or endoscopic heart valve surgery, performed to replace or repair one or more heart valves, as a consequence of defects that cannot be repaired by intra-arterial catheter procedures alone. The surgery must be performed after a recommendation by a consultant cardiologist.

**9. Kidney Failure**

End stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis must be instituted.

**10. Loss of Hearing**

Total and irreversible loss of hearing in both ears of all sounds as a result of chronic illness as evidenced and confirmed by medical audiometric and sound-threshold tests.

**11. Loss of Speech**

Total and irrecoverable loss of the ability to speak for a continuous period of 12 (twelve) months due to disease to the vocal cords which is evidenced and confirmed by medical reports including confirmation of no prognosis of recovery.

Loss of speech shall mean the inability to make a comprehensible word or understandable verbal language.

**12. Major Organ Transplant**

The human to human organ transplant from a donor to the Insured Person of one or more of the following organs:

- 12.1 kidney;
- 12.2 heart;
- 12.3 lung;
- 12.4 pancreas; or
- 12.5 bone marrow;

but excluding the transplantation of all other organs, parts of organs, or any other tissue.

<p>Serious illness means any of the following: (cont...)</p>	<p><b>13. Motor Neurone Disease</b></p> <p>The unequivocal diagnosis of Motor Neurone disease, certified by a consultant neurologist, with significant persistent progressive neurological deficit resulting in a permanent inability to perform at least 3 (three) of 6 (six) of the Activities of Daily Living:</p> <p>13.1 Bathing: the ability to shower or bath;</p> <p>13.2 Contenance: the ability to control bowel and bladder function;</p> <p>13.3 Dressing: the ability to put on or take off clothing;</p> <p>13.4 Feeding: the ability to get food from a plate into the mouth;</p> <p>13.5 Mobility: the ability to get in and out of bed and a chair;</p> <p>13.6 Toileting: the ability to use the toilet to maintain personal hygiene.</p> <p><b>14. Multiple Sclerosis</b></p> <p>Which is a disease characterised by demyelination in the brain and spinal cord. The diagnosis must be unequivocal and made by a consulting neurologist. There must be more than one episode of well-defined neurological deficit with persisting neurological abnormalities and with at least 25% (twenty five percent) impairment of function. Diagnosis should be supported by confirmatory neurological investigations, e.g. lumbar puncture, evoked visual responses, MRI (Magnetic Resonance Imaging) evidence of lesions in the central nervous system.</p> <p><b>15. Muscular Dystrophy</b></p> <p>A degenerative chronic and progressive disorder with significant persistent progressive muscular deficit certified by a consultant neurologist, and which will be subject to a combination of 3 (three) out of 4 (four) of the following:</p> <p>15.1 family history;</p> <p>15.2 clinical presentation including absence of sensory disturbance, normal cerebro- spinal fluid and mild tendon reflex reduction;</p> <p>15.3 characteristic electromyogram;</p> <p>15.4 clinical suspicion confirmed by muscle biopsy which confirms the diagnosis of muscular dystrophy.</p> <p><b>16. Paraplegia</b></p> <p>The total and irreversible loss of the use of both legs or both arms.</p> <p><b>17. Parkinsons Disease</b></p> <p>A degenerative chronic and progressive disorder of the central nervous system caused by the insufficient formation and action of dopamine, impairing motor skills and speech resulting in muscle rigidity, tremor, a slowing of physical movement (bradykinesia) and, in extreme cases, a loss of physical movement (akinesia).</p> <p><b>18. Stroke</b></p> <p>Any cerebrovascular occurrence or accident which produces significant neurological sequelae lasting more than 24 (twenty four) successive hours and including infarction of brain tissue, haemorrhage, and embolism from an extra cranial source. Evidence of disabling permanent neurological deficit must be produced.</p>
<p>Diagnosed means</p>	<p>Diagnosis by a registered medical practitioner, supported by clinical, Radiological, histological and laboratory evidence, acceptable to the Company.</p>
<p>Insured Person means</p>	<p>The person or persons specified in the Schedule.</p>

### **SPECIAL PROVISIONS**

1. The Company shall be obliged to compensate an Insured Person only once under this Extension to the Policy. Should an Insured Person be paid Compensation for a Serious Illness, that Insured Person's cover under this Extension lapses and cannot be reinstated.
2. An Insured Person who has been paid Compensation under the Schedule of Permanent Disability Benefits for bodily injury shall not be entitled to Compensation under this Extension for the same bodily injury or disability.
3. All the Terms, Conditions, Provisions and Exclusions of the Policy shall apply to this Extension.

### **SPECIFIC EXCEPTIONS**

The Company shall not be liable to pay Compensation for a Serious Illness diagnosed in respect of any Insured Person;

1. under 18 (eighteen) or over 65 (sixty five) years of age;
2. where the illness is as a result of the influence of alcohol, drugs or narcotics upon an Insured Person unless such drugs or narcotics were administered by a member of the medical profession (other than the Insured Person) or unless prescribed by and taken in accordance with the directions of a member of the medical profession (other than the Insured Person);
3. where the illness is directly or indirectly attributable to Human Immunodeficiency Virus (HIV and/or any HIV related illness) or Acquired Immune Deficiency Syndrome (AIDS) including derivatives or variations thereof howsoever caused. The onus of proof shall always be upon the Insured to show that a Serious Illness did not arise through or was not caused by AIDS or HIV;
4. where the illness is attributable to venereal or other socially transmitted diseases;
5. where the illness is directly caused by childbirth or pregnancy;
6. where the illness is as a result of surgery and/or any other medical procedure or treatment;
7. where the illness is developed as a result of Accidental Bodily Injury or due to any psychiatric related cause;
8. where the Insured Person does not survive for more than 30 (thirty) days after the diagnosis.

## 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 Medical Expenses the Company will pay to the Insured or his legal personal representatives the Compensation stated in the Schedule up to the maximum limits of liability therein.

### DEFINITIONS

The following words or phrases shall bear the meaning stated below.

Annual earnings	shall mean the annual rate of salary or wages and any other allowance of a regular and constant nature paid to the Insured Person at the time of the accident
Average weekly earnings	shall mean one fifty second part of the annual earnings of the Insured Person. In respect of casual workers with less than twelve consecutive months' service with 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
Loss	used in reference to limb, hand, thumb, fingers, foot or toes means the loss by physical severance or total and permanent loss of use of such member
Permanent total disability	means bodily injury resulting in total and absolute disablement preventing the Insured Person from following the usual occupation, or any other occupation for which he or she is suited by education or training, for 24 (twenty four) consecutive months and which, at the expiry of that period, is beyond hope of improvement
Permanent partial disability	means Bodily Injury which causes a Permanent Disability but not causing inability to work
Temporary total disability	means Bodily Injury temporarily and totally preventing the Insured Person from engaging in or giving attention to his or her usual occupation
Temporary partial disability	means Bodily Injury temporarily preventing an Insured Person from engaging in or giving attention to a substantial part of his or her usual occupation
Medical expenses	means expenses necessarily incurred within 24 (twenty four) months of the date of the Accident for medical, surgical, dental, ophthalmic and hospital treatment and emergency travel costs reasonably and necessarily incurred

### PROVISOS (Applicable to the entire section including extensions)

1. Compensation shall only be payable under one of the items 1 and 2 of the Table of Benefits.
2. Compensation for Temporary Total Disability, Temporary Partial Disability and/or Medical Expenses shall be paid in addition to any Compensation paid or payable under Items 1 or 2 of the Table of Benefits.
3. The Compensation specified for Temporary Total Disability and/or Temporary Partial Disability shall cease as soon as the Bodily Injury causing the incapacity has healed insofar as it is reasonably possible notwithstanding that Permanent Disability may remain but shall in any event not be payable for more than the number of weeks stated in the Schedule to this Policy for the Temporary Total Disability.
4. The Compensation specified for Temporary Total Disability and/or Temporary Partial Disability shall cease as soon as the Insured Person is prevented from following the usual occupation as described under the "Permanent Total Disability" definition.

5. Any Compensation payable by the Company for any period of Temporary Total Disability and/or Temporary Partial Disability or for the reimbursement of Medical Expenses shall be reduced by an amount equal to the Compensation received or receivable by or on behalf of the Insured Person under the terms of the Compensation for Occupational Injuries and Diseases Act, 1993 for Temporary Disablement (partial or total) for the same or a lesser period and/or in respect of Medical Expenses.
6. Any compensation payable by 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's 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% under Item 3 of the Schedule of Permanent Disability this Policy shall be terminated in respect of the Insured Person for whom such payment is made.

### SCHEDULE OF PERMANENT DISABILITY TABLE

The following percentages (benefits) shall be payable in the event of Bodily Injury resulting in:

Disability		Percentage of compensation
1.	Permanent total disability	100%
2.	Permanent and total loss of:	
	2.1 wrist, ankle or limb: separation at or above the wrist or ankle of one or more limbs	100%
	2.2 eye(s): whole eye sight of eye sight of eye except perception of light	100% 100% 100%
	2.3 hearing: both ears one ear	100% 35%
	2.4 speech	100%
	2.5 finger(s) and phalange(s): phalanges, per phalanx thumb, per phalanx four complete finger either hand	5% 15% 75%
	2.6 toes: any one toe (other than great) all toes any foot great, per phalanx	5% 35% 5%
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.



## 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 his 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 his 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/servants medical expenses**

In the event of Accidental Bodily Injury to any spouse, dependent child or domestic servant of an Insured Person (referred to in this Extension as such person) as a result of a motor vehicle accident while such person is travelling with the Insured Person in any private motor vehicle owned, leased or hired by the Insured Person, the Company will pay any consequent medical expenses 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 not be liable for the first R250 (two hundred and fifty Rand) of each and every claim;
3. 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;
4. if the Business Hours Limitation is applicable, this Extension does not apply.

### **Hijacking/abduction/kidnapping**

In the event of the unlawful seizure or wrongful exercise of control of any aircraft or conveyance (including the crew thereof) in which the Insured Person is travelling, or the abduction or kidnapping of the Insured Person, the cover in terms of the Temporary Total Disability section of this Policy shall continue in force for the duration of such an event, or 12 (twelve) months from the date of such event, whichever is the lesser period.

If Temporary Total Disability is insured, 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.

### **Mobility costs**

When the Company have admitted a claim for Permanent Disability, if as a direct result of that disability the Insured Person is permanently dependent on a wheelchair for mobility, 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;

- 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.

### **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 he/she cannot continue to be employed in the occupation in which he or she was employed at the time of the accident but may be retrained by 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):

- relocation costs for such person, his family, furniture and pets; and
- 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 his normal place of residence;

PROVIDED THAT:

- 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;
- 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:

- 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 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 his or her normal place of employment but is otherwise able to continue his or her 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.

### **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:-

- a) 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
- b) 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.

### Territorial limits

Coverage applies anywhere in the world unless otherwise restricted by an endorsement and/or memorandum to this Policy.

### 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 Policy.

### 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 his/her blood. The legal limit applicable shall be as per legislation applicable to the territory where the accident occurred;
6. whilst participating in any riot, strike, civil commotion, public disorder, or as a result of deliberately committing a criminal offence;
7.
  - 7.1 arising from war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power, or any events or causes which determine the proclamation or maintenance of martial law;
  - 7.2 whilst such Insured Person is on active service with the military, naval, air or police services of any nation;

PROVIDED THAT:

this Section shall continue to apply in respect of accidental bodily injury sustained independently of such contingencies;

8. whose death or disability is directly or indirectly attributable to Human Immunodeficiency Virus (HIV and/or any HIV related illness) or Acquired Immune Deficiency Syndrome (AIDS) including derivatives or variations thereof howsoever caused. The onus of proof shall always be upon the Insured to show that death or disability of an Insured Person did not arise through or was not caused by AIDS or HIV;

9. whilst participating in sport as a professional player. For the purpose of this exclusion professional player is a person who derives 50% (fifty percent) or more of their income from participating in sports;
10. whose occupation involves the manufacturing, storage, use of or the handling of explosives or explosive devices. This Exclusion does not apply to surface or underground mining occupations.

## SPECIFIC CONDITIONS

1. This Policy 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. 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 Policy 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 30 (thirty) days of the Company notifying the Insured of their requirements.

After incurring Bodily Injury for which Compensation may be payable under this Policy, the Insured Person shall, when reasonably required by the Company so to do, 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.

4. If any difference shall arise as to the amount to be paid under this Policy (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 Policy.
5. 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 his award, all benefits under this Policy in respect of such claim shall be forfeited.
6. 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.
  - 6.1 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 policy.
  - 6.2 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.

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

### Accident Expert assistance

The Company will provide the Insured with the Accident Expert assistance provided by Roadcover in respect of assistance with claims under the Compensation for Occupational Injuries and Diseases Act (COIDA) or claims under the Road Accident Fund (RAF), as set out in the Annexure '1' to the Schedule of this policy.

Provision of these services will be subject to the assistance services standard terms conditions provisions and procedures as described in the Annexure "1" attached to the Schedule of this policy.

The following additional provisos are applicable in respect of the above mentioned Accident Expert assistance:

1. The injured person has to be an Insured Person in terms of the policy and be employed by the Insured.
2. Any costs incurred by an injured Insured Person, being approached by an outside party without the written consent of Roadcover will not be covered.
3. The injured employee is at all times free to get outside second opinions but the cost of these will not be covered unless approved in writing by Roadcover.
4. The injured employee is not obliged to use these assistance services and may seek alternative assistance in the event of which the insurer will not be liable for any incurred costs.
5. The Accident Expert Assistance services are only available for Accident, injury or incident that occurs in the Republic of South Africa.
6. At the time of the Accident, injury or incident the Insured and the Insured Person must comply with the legal and regulatory matters required by the Acts governing the Compensation Commissioner in terms of COIDA and/or the RAF.
7. The Accident Expert Services provided by Roadcover does not guarantee performance from or by the Compensation Commissioner (COIDA) and/ or the RAF.

### **Hospitalisation**

If, during the period of insurance, an Insured Person is admitted to hospital as an in-patient as a result of accidental bodily injury, the Company will pay the amount reflected in the Schedule per day for a period of hospitalisation up to 90 (ninety) days or the number of days reflected in the Schedule whichever is the highest;

PROVIDED THAT:

1. the Company will not be liable for the first 24 (twenty four) hours of each and every period of hospitalisation;
2. successive periods of hospitalisation, due to the same or related causes, will be regarded as one accident.

### **HIV accidental exposure**

If an Insured Person becomes infected with Human Immunodeficiency Virus "HIV" as a result of an accidental bodily exposure arising from and in the course of his employment, the Company will pay to the Insured, on behalf of the Insured Person or his 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 Insurer of such accidental exposure; and
2. within 72 (seventy two) hours, of such exposure, the Insured Person undertakes a test performed by a registered medical practitioner in accordance with laboratory and clinical criteria representing good clinical practice at that date which demonstrates that the Insured Person does not have Human Immunodeficiency Virus; and
3. within a period of 3 (three) calendar months from the date of the accidental exposure and during his lifetime the Insured Person is first diagnosed by a registered medical practitioner as being "HIV" positive, the diagnosis being made in accordance with laboratory and clinical criteria representing good clinical practice at that date.

### **Specific Conditions**

1. The Company are 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 his determination shall be binding.
3. If the Insured Person so becomes infected with "HIV", the date of his 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 himself 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.

### HIV/Aids Assistance

The Company will provide the Insured Person with HIV/Aids Assistance services in respect of all claims arising from Accidental exposure to HIV/Aids subject to the standard Terms, Conditions, Provisions and Exclusions as stated in Annexure "2" attached to the Schedule of the policy. Such claims for Accidental exposure to HIV/Aids have to be reported to the emergency number provided within 24 hours of the Accidental exposure.

### The emergency contact number is 0861 555 114

The following benefits provided and processes are more fully described in the Annexure "2" to the Schedule of this policy:

1. 24 hour access to the call centre for information, procedural instructions, advice and support;
2. Appointment of a case manager, physician, or trained nurse;
3. Counselling regarding the HIV exposure (if not previously done) and;
4. Necessary medical protocol that needs to be followed.

Should the insured person be HIV positive at initial testing no further assistance will be provided.

### War risks

It is declared and agreed that Specific Exception 7 is deleted in its entirety;

PROVIDED THAT:

1. 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 30 (thirty) days notice in writing.

### Temporary total disablement – sickness

This policy is extended to cover Temporary Total Disability of the Insured Person caused by sickness or disease of the body contracted and commencing after the inception of this Policy subject to all the Terms, Conditions, Provisions and Exclusions of the Policy;

PREOVIDED THAT:

no compensation shall be payable under this Extension:

1. in respect of sickness or disease for which the Insured Person had received treatment, or medical advice, prior to the inception of this Policy;
2. for sickness manifesting itself within the first 30 (thirty) days after the inception of this cover;
3. for the first 30 (thirty) days of any period of disablement following sickness;

- 4. in respect of any Insured Person who has attained the age of 65 (sixty five) years;
- 5. in respect of:
  - i. venereal or other socially transmitted diseases;
  - ii. congenital abnormalities and conditions arising out of or resulting there from;
  - iii. any mental and/or nervous disorders, or any like condition arising from or attributable to stress or stress-related situations.

**Serious illness**

Should an Insured Person be diagnosed during the period of Insurance as suffering from a Serious Illness, symptoms of which were not present in such Insured Person up to 12 (twelve) months before inception of this Extension to the Policy, the Company will pay the compensation as stated in the Schedule to this Policy.

**DEFINITIONS**

Serious illness means any of the following:	<ol style="list-style-type: none"> <li> <p><b>1. Alzheimer’s</b></p> <p>The deterioration or loss of intellectual capacity or abnormal behaviour arising from Alzheimer's disease or irreversible organic disorders (excluding neurosis and any psychiatric illness) resulting in significant reduction in mental and social functioning and requiring the eventual supervision of the Insured Person. The diagnosis must be clinically confirmed by an appropriate consultant and confirmed by the Company's medical consultants.</p> </li> <li> <p><b>2. Blindness</b></p> <p>The total and irreversible loss of vision in both eyes but excluding blindness caused by accidental, violent, external and visible means.</p> </li> <li> <p><b>3. Cancer</b></p> <p>A disease manifested by the presence of a malignant tumour characterised by the uncontrolled growth and spread of malignant cells, and the invasion of normal surrounding tissue. All cancers diagnosed and treated by primary biopsy only, that is, not requiring any further surgical, medical (chemotherapy, and the like) or radio therapy, or other modalities are excluded.</p> <p>The term "Cancer" also includes Leukaemia and Hodgkin’s Disease but excludes:</p> <ul style="list-style-type: none"> <li>3.1 All skin cancers;</li> <li>3.2 Cancer–in-situ, including melanoma-in-situ.</li> </ul> </li> <li> <p><b>4. Chronic Coronary Heart Disease</b></p> <p>Open bypass surgery or open surgical treatment of coronary disease but excluding angioplasty and any other intra-arterial procedures.</p> </li> <li> <p><b>5. Chronic Liver Disease</b></p> <p>End stage liver failure as evidenced by all of the following:</p> <ul style="list-style-type: none"> <li>5.1 permanent jaundice;</li> <li>5.2 ascites; and</li> <li>5.3 hepatics encephalopathy.</li> </ul> </li> <li> <p><b>6. Coma</b></p> <p>A state of unconsciousness with no reaction or response to external stimuli or internal needs, and where permanent neurological deficit is present, persisting continuously with the use of life support system which must include the use of a respirator for an indefinite period.</p> </li> </ol>
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Serious illness means any of the following: (cont...)

**7. Heart Attack**

The death of a significant portion of the heart muscle due to inadequate blood supply to the relevant area. The diagnosis will include the following criteria:

- 7.1 a history of typical chest pain;
- 7.2 new ECG changes; and
- 7.3 elevation of cardiac enzymes.

**8. Heart Valve Surgery**

The first occurrence of open or endoscopic heart valve surgery, performed to replace or repair one or more heart valves, as a consequence of defects that cannot be repaired by intra-arterial catheter procedures alone. The surgery must be performed after a recommendation by a consultant cardiologist.

**9. Kidney Failure**

End stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis must be instituted.

**10. Loss of Hearing**

Total and irreversible loss of hearing in both ears of all sounds as a result of chronic illness as evidenced and confirmed by medical audiometric and sound-threshold tests.

**11. Loss of Speech**

Total and irrecoverable loss of the ability to speak for a continuous period of 12 (twelve) months due to disease to the vocal cords which is evidenced and confirmed by medical reports including confirmation of no prognosis of recovery.

Loss of speech shall mean the inability to make a comprehensible word or understandable verbal language.

**12. Major Organ Transplant**

The human to human organ transplant from a donor to the Insured Person of one or more of the following organs:

- 12.1 kidney;
- 12.2 heart;
- 12.3 lung;
- 12.4 pancreas; or
- 12.5 bone marrow;

but excluding the transplantation of all other organs, parts of organs, or any other tissue.

<p>Serious illness means any of the following: (cont...)</p>	<p><b>13. Motor Neurone Disease</b></p> <p>The unequivocal diagnosis of Motor Neurone disease, certified by a consultant neurologist, with significant persistent progressive neurological deficit resulting in a permanent inability to perform at least 3 (three) of 6 (six) of the Activities of Daily Living:</p> <ul style="list-style-type: none"> <li>13.1 Bathing: the ability to shower or bath;</li> <li>13.2 Continence: the ability to control bowel and bladder function;</li> <li>13.3 Dressing: the ability to put on or take off clothing;</li> <li>13.4 Feeding: the ability to get food from a plate into the mouth;</li> <li>13.5 Mobility: the ability to get in and out of bed and a chair;</li> <li>13.6 Toileting: the ability to use the toilet to maintain personal hygiene.</li> </ul> <p><b>14. Multiple Sclerosis</b></p> <p>Which is a disease characterised by demyelination in the brain and spinal cord. The diagnosis must be unequivocal and made by a consulting neurologist. There must be more than one episode of well-defined neurological deficit with persisting neurological abnormalities and with at least 25% (twenty five percent) impairment of function. Diagnosis should be supported by confirmatory neurological investigations, e.g. lumbar puncture, evoked visual responses, MRI (Magnetic Resonance Imaging) evidence of lesions in the central nervous system.</p> <p><b>15. Muscular Dystrophy</b></p> <p>A degenerative chronic and progressive disorder with significant persistent progressive muscular deficit certified by a consultant neurologist, and which will be subject to a combination of 3 (three) out of 4 (four) of the following:</p> <ul style="list-style-type: none"> <li>15.1 family history;</li> <li>15.2 clinical presentation including absence of sensory disturbance, normal cerebro- spinal fluid and mild tendon reflex reduction;</li> <li>15.3 characteristic electromyogram;</li> <li>15.4 clinical suspicion confirmed by muscle biopsy which confirms the diagnosis of muscular dystrophy.</li> </ul> <p><b>16. Paraplegia</b></p> <p>The total and irreversible loss of the use of both legs or both arms.</p> <p><b>17. Parkinsons Disease</b></p> <p>A degenerative chronic and progressive disorder of the central nervous system caused by the insufficient formation and action of dopamine, impairing motor skills and speech resulting in muscle rigidity, tremor, a slowing of physical movement (bradykinesia) and, in extreme cases, a loss of physical movement (akinesia).</p> <p><b>18. Stroke</b></p> <p>Any cerebrovascular occurrence or accident which produces significant neurological sequelae lasting more than 24 (twenty four) successive hours and including infarction of brain tissue, haemorrhage, and embolism from an extra cranial source. Evidence of disabling permanent neurological deficit must be produced.</p>
<p>Diagnosed means</p>	<p>Diagnosis by a registered medical practitioner, supported by clinical, Radiological, histological and laboratory evidence, acceptable to the Company.</p>
<p>Insured Person means</p>	<p>The person or persons specified in the Schedule.</p>

## **SPECIAL PROVISIONS**

1. The Company shall be obliged to compensate an Insured Person only once under this Extension to the Policy. Should an Insured Person be paid Compensation for a Serious Illness, that Insured Person's cover under this Extension lapses and cannot be reinstated.
2. An Insured Person who has been paid Compensation under the Schedule of Permanent Disability Benefits for bodily injury shall not be entitled to Compensation under this Extension for the same bodily injury or disability.
3. All the Terms, Conditions, Provisions and Exclusions of the Policy shall apply to this Extension.

## **SPECIFIC EXCEPTIONS**

The Company shall not be liable to pay Compensation for a Serious Illness diagnosed in respect of any Insured Person;

1. under 18 (eighteen) or over 65 (sixty five) years of age;
2. where the illness is as a result of the influence of alcohol, drugs or narcotics upon an Insured Person unless such drugs or narcotics were administered by a member of the medical profession (other than the Insured Person) or unless prescribed by and taken in accordance with the directions of a member of the medical profession (other than the Insured Person);
3. where the illness is directly or indirectly attributable to Human Immunodeficiency Virus (HIV and/or any HIV related illness) or Acquired Immune Deficiency Syndrome (AIDS) including derivatives or variations thereof howsoever caused. The onus of proof shall always be upon the Insured to show that a Serious Illness did not arise through or was not caused by AIDS or HIV;
4. where the illness is attributable to venereal or other socially transmitted diseases;
5. where the illness is directly caused by childbirth or pregnancy;
6. where the illness is as a result of surgery and/or any other medical procedure or treatment;
7. where the illness is developed as a result of Accidental Bodily Injury or due to any psychiatric related cause;
8. where the Insured Person does not survive for more than 30 (thirty) days after the diagnosis.

## MOTOR

### 1. SUB-SECTION A – LOSS OR DAMAGE

#### DEFINED EVENTS

##### 1. Loss of or damage:

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

##### 2. Additional costs

In addition to any event the Company will pay for:

###### 2.1 protection and removal:

the cost of protection and removal to the nearest repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;

###### 2.2 storage:

the cost of storage at the nearest yard, place of safety or repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;

###### 2.3 delivery after repair:

the cost of delivery to the Insured, after repair of such loss or damage to the permanent address of the Insured per the following territorial scope:

Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zambia, Zimbabwe, Malawi or Mozambique;

###### 2.4 emergency repairs:

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

PROVIDED THAT:

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

PROVIDED THAT:

the Company shall not be responsible to pay more than R40 000 (forty thousand Rand) in the aggregate any one event per vehicle in respect of 2.1, 2.2, 2.3 and 2.4 above.

##### 3. Limit of indemnity

The limit of indemnity for each type of vehicle is as stated in the Schedule shall be the maximum amount payable by the Company.

##### 4. Repair, reinstate or replace

4.1 The Company may, at its own option and discretion, repair, reinstate or replace the vehicle or any part thereof and/or its accessories and spare parts therein or thereon or may pay in cash the amount of the loss or damage not exceeding the amount stated in the Schedule and/or the reasonable retail value, including any specified accessories, whichever is the lesser.

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

## 5. Reasonable retail value

The reasonable retail value of the vehicle and its factory fitted accessories and spare parts at the time of such loss or damage shall be determined by the current Auto Dealers Guide or Commercial Vehicle Guide published by Trans Union Auto Information (Pty) Ltd.

## PROVISIONS

### 1. Suspensive sale

If, to the knowledge of the Company, the vehicle is the subject of a suspensive sale or similar agreement, such payment shall be made to the owner described therein, whose receipt shall be a full and final discharge to the Company in respect of such loss or damage.

### 2. First amount payable

In respect of each and every occurrence giving rise to a claim under Sub-Section A, the Insured shall be responsible for the first amounts payable stated in the Schedule (according to the type of vehicle) of any expenditure (or any less expenditure which may be incurred) for which provision is made under Sub-Section A (including any payment in respect of costs, expenses and fees), and of any expenditure by the Company in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the Company shall include any first amount payable for which the Insured is responsible, such amount shall be paid by the Insured to the Company.

### 3. Fire, lightning and explosion

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

### 4. Sound equipment

In respect of each and every occurrence giving rise to a claim following upon theft or attempted theft of motor radios, cassette players and any other equipment of a similar nature or telephones:

#### 4.1 if supplied by the manufacturer when new

the replacement value of the item subject to the standard Compulsory First Amount Payable stated in the Schedule;

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

not specified as a separate item in the Schedule limited to R3 500 (three thousand five hundred Rand) subject to a first amount payable of R500 (five hundred Rand);

#### 4.3 specified in the Schedule

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

## SPECIFIC EXCEPTIONS (applicable to Sub-Section A)

The Company shall not be liable to pay for:

1. consequential loss as a result of any other cause;
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.

## 2. 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 and not exceeding the amount stated in the Schedule:

1. death of or bodily injury to any person, but 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 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:

- 2.1 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;
- 2.2 such person driving such vehicle has not to the Insured's knowledge been refused any motor insurance or continuance thereof by any insurer;
- 2.3 indemnity shall not apply in respect of claims made by any member of the same household as such person;
- 2.4 such person is not entitled to indemnity under any other Policy except in respect of any amount not recoverable thereunder;

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

PROVIDED THAT:

the Company shall not be liable for damage to the vehicle being driven or used;

4. indemnify the Insured in respect of liability arising from the towing by a vehicle (other than for reward) of any other vehicle or trailer (including liability in connection with the towed vehicle or trailer);

PROVIDED THAT:

the Company shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon.



## LIMITS OF INDEMNITY

The liability of the Company under this Sub-Section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the Schedule.

## SPECIFIC EXCEPTIONS (applicable to Sub-Section B)

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

1. any compensation or claim which falls within the scope of any Compulsory Motor Vehicle Insurance enactment. 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.

## 3. SUB-SECTION C – MEDICAL EXPENSES

### DEFINED EVENTS

If an occupant in the specified part of a vehicle described below, in direct connection with such vehicle, sustains bodily injury by violent, accidental, external and visible means, the Company will pay to the Insured the medical expenses incurred as a result of such injury up to R10 000 (ten thousand Rand) per injured occupant and in total for all occupants injured as a result of an occurrence or series of occurrences arising out of one event.

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

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

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

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

### DEFINITIONS

Accessories and spare parts (non-standard)	Any accessory or part not supplied by the manufacturer as a standard fitment and fitted as an aftermarket fitment (optional extras)
Occurrence	The term 'occurrence' shall mean an occurrence or series of occurrences arising from one cause in connection with any one vehicle in respect of which indemnity is provided by this insurance
Vehicle	<b>Definition 1</b> Private type motor cars (including any station wagon, 4x4 or 4x2 station wagon), safari van, estate car and the like or similar vehicle designed to seat not more than 12 (twelve) persons (including the driver) but excluding taxi's

Vehicle (cont ...)	<p><b>Definition 2</b></p> <p>Commercial vehicles and special type vehicles as described in the Schedule but excluding taxi's</p>
	<p><b>Definition 3</b></p> <p>Motorcycles (including motor scooters, three-wheeled vehicles and quad bikes) and golf carts</p>
	<p><b>Definition 4</b></p> <p>Buses (including any vehicle used for business purposes and designed to seat more than 12 (twelve) persons, including the driver) but excluding taxi's</p>
	<p><b>Definition 5</b></p> <p>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</p>
	<p><b>Definition 6</b></p> <p>6.1 any such vehicle being owned by or hired or leased to the Insured;          6.2 including any such vehicle temporarily operated by the Insured as replacement for any vehicle specified which is out of use for the purpose of overhaul, upkeep and/or repair;</p> <p>PROVIDED THAT:</p> <p>6.2.1 the maximum period a rental or temporary vehicle shall be used shall not exceed 30 (thirty) consecutive days;          6.2.2 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.</p>
	<p><b>Description of use</b></p> <p>Use for social, domestic and pleasure purposes and use for the business or occupation of the Insured;</p> <p><b>but excluding:</b></p> <ol style="list-style-type: none"> <li>1. hiring;</li> <li>2. carriage of passengers for hire or carriage of fare paying passengers;</li> <li>3. racing, speed or other contests, rallies, trials;</li> <li>4. carriage of explosives;</li> <li>5. carriage of any load or passengers exceeding the capacity for which the vehicle is constructed or licensed to carry;</li> <li>6. use for any purpose in connection with the motor trade;</li> <li>7. used for other than what the vehicle was constructed or licenced to be used for.</li> </ol> <p>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</p>

## CLAUSES AND EXTENSIONS

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

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

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

#### 1.1 occupants:

in repatriating up to 4 (four) occupants back to the place of residence within the Republic of South Africa subject to a maximum amount of R10 000 (ten thousand Rand) per event;

## 1.2 vehicle transport cost:

for the costs and expenses of transporting the vehicle to the nearest border post in the Republic of South Africa or as agreed with the Company subject to a maximum of R5 000 (five thousand Rand) per event;

## 1.3 temporary repairs:

or the costs of any temporary repairs undertaken by a repairer situated outside the Republic of South Africa subject to a maximum of R5 000 (five thousand Rand);

PROVIDED THAT:

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

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

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.

## Cross liabilities

Where more than one Insured is named in the Schedule, the Company will indemnify each Insured separately and not jointly, and any liability arising between such Insured shall be treated as though separate policies had been issued to each, provided that the aggregate liability of the Company shall not exceed the limit of indemnity stated in the Schedule.

## War

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

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

## Roadworthiness/compliance

The Insured must maintain the insured vehicle in an efficient and roadworthy condition in compliance with the National Road Traffic Act 93 of 1996 (as amended or substituted) and the Regulations promulgated thereunder, or any similar legislation which applies to the Territorial Limits.

## Passenger liability

Exception 2 to Sub-Section B shall not apply to vehicles described in definition 2, other than special types, or in definitions 3 or 4. The limit of indemnity for any one occurrence shall not exceed R2 500 000 (two and a half million Rand).

## Principals

Notwithstanding Specific Exception 2 of this Section, the indemnity under Sub-Section B extends to indemnify to the extent required by the general conditions of contract published by the Joint Building Contracts Committee, the South African Association of Consulting Engineers, the South African Institution of Civil Engineers and in connection with any liability arising from the performance of such contract, any principal named in such contract entered into by the Insured for the purposes of the business, provided that the liability of the Company shall not exceed the limit of indemnity stated in the Schedule.

**Waiver of subrogation rights**

For the purposes of this Section, the Company waives all rights of subrogation or action which they may have or acquire against any other person to whom the indemnity hereunder applies, and each such person shall observe, fulfill and be subject to Terms, Exceptions and Conditions (both general and specific) of this insurance in so far as they can apply.

**Loss of locks, keys, central locking devices and remotes**

The Company will indemnify the Insured in respect of the cost of replacing locks, keys, central locking devices and remotes including the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of any insured vehicle, following upon the disappearance of any key or alarm controller of such vehicle or following upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller;

PROVIDED THAT:

1. the Company's liability shall not exceed R15 000 (fifteen thousand Rand) in respect of any one event, or the amount stated in the Schedule; and
2. the Insured shall be responsible for the first 10% (ten percent) of the claim with a minimum of R1 250 (one thousand two hundred and fifty Rand) each and every claim.

**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, or the amount stated in the Schedule.

For the purpose of this Extension, such vehicle (and its contents) shall not be deemed to be held in trust by or in the custody or control of the Insured.

**Windscreen/Glass**

The Company will pay for the cost to repair or replace for damage to windscreen glass, side or rear glass, head or tail lamps, or fitted spotlights forming part of any vehicle as stated in the Schedule;

PROVIDED THAT:

1. no other damage has been caused to the vehicle giving rise to a claim under the Policy;
2. the Insured shall be responsible for the first amount payable (applicable to glass) stated in the Schedule of each and every loss.

**Spare parts**

In the event of any part being unprocurable as a standard (ready-manufactured) article within the Republic of South Africa, the liability of the Company shall be discharged by the payment of an amount equal to the value of such part at the time of loss but not exceeding the manufacturer's latest price list operative in the Republic of South Africa and the reasonable cost of freight, other than by air, and current labour charge applicable thereto.

**Wreckage removal**

The cover provided under Sub-Section A of this Section is extended to include costs and expenses incurred by the Insured in respect of the clearing up and removal of debris and wreckage of any insured vehicle following damage to such vehicle by a defined event;

PROVIDED THAT:

in addition to the limit of indemnity under Sub-Section A of this Section, the Company's liability under this Extension shall not exceed R10 000 (ten thousand Rand), in respect of any one occurrence, or the amount stated in the Schedule.

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

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

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

the Company will pay up to R500 (five hundred Rand) per person or in the aggregate any one occurrence R2 500 (two thousand five hundred Rand) or R5 000 (five thousand Rand) in the aggregate and any period of insurance.

## **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 R1 500 (one thousand five hundred Rand).

## **Vehicle sharing**

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

PROVIDED THAT:

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

## **Loss of fuel**

The Company will pay for loss of fuel from the fuel tank of the vehicle stated in the Schedule as a result of:

1. a collision involving the vehicle; or
2. theft/hijacking of the vehicle or any attempt thereat accompanied by violence or threat of violence;

PROVIDED THAT:

1. the Insured shall provide proof of the quantity of fuel contained in the vehicle's fuel tank at the time of loss;
2. the Company's liability shall not exceed R1 000 (one thousand Rand) any one occurrence; and
3. the Insured shall be responsible for the first R250 (two hundred and fifty Rand).

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

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

### **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:

- 2.1 Exception 2 under Sub-section B is deleted;
- 2.2 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;

- 2.3 the payment by the Insured of subsidies or travelling allowances to such person for the use of his own vehicle for official purposes of the Insured, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this Extension;
- 2.4 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;
- 2.5 the Terms, Exceptions and Conditions of the Policy shall otherwise apply;
- 2.6 the Company's liability shall not exceed the limit in the Schedule for each and every occurrence.

### **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.

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

The Basic Compulsory First Amount Payable as stated in the Schedule is hereby cancelled;

PROVIDED THAT:

1. this Extension applies to the Insured and his/her 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 hi-jacking of the vehicle.

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

If a comprehensively insured vehicle is stolen, hijacked or damaged and 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 hundredkilograms);
- 1.4 all delivery and/or collection costs;
- 1.5 administration costs chargeable by the vehicle hire company;

subject to a maximum of R1 500 (one thousand five hundred Rand) for each and every event in terms of 1.4 and 1.5 above.

**2. Excluded costs (costs the Company shall not be liable to pay):**

- 2.1 any deposits payable;
- 2.2 fuel used during the rental period;
- 2.3 parking fees, speeding fines or fines, toll or e-toll costs;
- 2.4 excesses payable to the rental company.

**3. The rental period:**

- 3.1 starts on the day the Company admits liability in terms of the original claim and agrees to the rental;
- 3.2 the rental period shall cease at the time when:
  - 3.2.1 the vehicle is recovered upon theft (and repaired if necessary) and returned to the owner;
  - 3.2.2 the vehicle is repaired after being damaged and returned to the owner;
  - 3.2.3 the Company has discharged liability in respect of the loss suffered;
  - 3.2.4 after 30 (thirty) consecutive days;

whichever occurs first.

**Loss of use (only applicable to heavy commercial vehicles with a GVM in excess of 3 500kg)**

If a comprehensively insured vehicle is stolen, hijacked or damaged and 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 R1 500 (one 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) consecutive days;
 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.

#### 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:

- 2.1 loss or damage occurring in the Republic of South Africa and Namibia;
- 2.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- 2.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- 2.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 2.5 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 alleges that, by reason of Provision 2.1, 2.2, 2.3, 2.4 or 2.5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

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

#### Third party only limitation

The following are cancelled:

1. Sub-Section A;
2. Sub-Section C.

#### Third party, fire and theft only limitation

The liability of the Company under Sub-Section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion or theft/hi-jack. Furthermore, Sub-Section C is cancelled.



## SPECIFIC EXCEPTIONS (applicable to all Sub-Sections)

1. The Company shall not be liable for any accident, injury, loss, damage or liability:
  - 1.1 whilst the vehicle is being used with the general knowledge and consent of the Insured otherwise than in accordance with the description of use clause;
  - 1.2 incurred:
    - 1.2.1 outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zambia, Zimbabwe, Malawi and Mozambique;
 

PROVIDED THAT:

the Company will not be liable for any accident, injury, loss, damage or liability if the country entered into provides cover on entry;
    - 1.2.2 but the Company will indemnify the Insured against loss of or damage to any vehicle while in transit by sea or air between ports or places in these territories including loading and unloading incidental to such transit;
  - 1.3 arising from the ownership, possession or use of vehicles:
    - 1.3.1 used principally for the transportation of explosives such as nitroglycerine, dynamite or any other substance generally classified as a highly explosive substance or for the transport of hazardous chemicals;
    - 1.3.2 in the underground workings of any mine or on the apron or runway at any airport;
  - 1.4 incurred while any vehicle is being driven by:
    - 1.4.1 the Insured while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself/herself) or while the blood alcohol percentage of the Insured exceeds the statutory limit at the time of the occurrence or while not licensed to drive such vehicle;
    - 1.4.2 any other person with the general consent of the Insured who, to the Insured's knowledge, is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself/herself) or while the blood alcohol percentage of such person exceeds the statutory limit at the time of the occurrence or who is not licenced to drive such vehicle, but this shall not apply if the Insured was unaware that the driver was unlicensed and the Insured can prove to the satisfaction of the Company that, in the normal course of his business, procedures are in operation to ensure that only licenced drivers are permitted to drive insured vehicles;
    - 1.4.3 or is under control for the purpose of being driven by a person who does not hold a current valid Professional Driving Permit (PDP) to drive such a vehicle as required in terms of the National Road Traffic Amendment Act of 1998 as amended. This Exception applies if the said person has held a PDP but has not renewed it and is applicable to all drivers of:
      - 1.4.3.1 goods vehicles with a gross vehicle mass (GVM) exceeding 3 500kg (three thousand five hundred kilograms);
      - 1.4.3.2 breakdown vehicles;
      - 1.4.3.3 buses;
      - 1.4.3.4 mini-buses with a GMV exceeding 3 500kg (three thousand five hundred kilograms) or with 12 (twelve) or more seats (including the driver);
      - 1.4.3.5 motor vehicles conveying persons for reward;
      - 1.4.3.6 motor vehicles conveying more than 12 (twelve) persons;

but this shall not apply if the Insured was unaware that the driver was unlicensed 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 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 CONDITION****Driver's licence**

If, during the currency of this Section, any driver's licence in favour of the Insured or their authorised driver is endorsed, suspended or cancelled, or the Insured or their authorised driver is charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the Company immediately upon the Insured having knowledge of such fact.

**Vehicle security/immobiliser**

1. If the Company specifies that a particular type of security system must be installed in any insured vehicle stated in the Schedule of this Section, for the Insured to qualify for theft cover in terms of this Policy or if the Insured receives a security discount on any Insured vehicle stated in the Schedule of this Section, the onus rests upon the Insured, in the event of theft of any such insured vehicle, to prove that the security system was installed, engaged and fully operational.
2. The Insured shall ensure that the service agreement with and/or recommendations made by the manufacturers and/or installers of any such security system are adhered to at all times. This includes regular self-testing or testing otherwise.
3. The Company shall not be liable in respect of any loss or damage arising from theft of such vehicle if the Insured:
  - 3.1 fails to install any required security device or to engage and/or activate it prior to the theft of the vehicle;
  - 3.2 cancels the service agreement;
  - 3.3 fails to pay any subscription due in terms of such agreement.

In the event that the Company specifies that any tracking device must be installed in an insured vehicle, the Insured must make sure that the insured vehicle is linked up to the tracking services at all times and that the insured vehicle's tracking unit is operational and armed at all times.

## MOTOR TRADERS RISK

### 1. SUB-SECTION A – LOSS OR DAMAGE

#### DEFINED EVENTS

##### 1. 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:

- 1.1 on the road;
- 1.2 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, Swaziland, Zimbabwe, Zambia, Mozambique and Malawi;
- 1.3 within or about the premises of the Insured as specified in the Schedule.

##### 2. Additional costs

In addition to any event the Company will pay for:

###### 2.1 protection and removal:

the cost of protection and removal to the nearest repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;

###### 2.2 storage:

the cost of storage at the nearest yard, place of safety or repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;

###### 2.3 delivery after repair:

the cost of delivery to the Insured, after repair of such loss or damage to the permanent address of the Insured in the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zambia, Zimbabwe, Malawi or Mozambique;

###### 2.4 emergency repairs:

the Insured may give instructions for emergency repairs to be executed without the previous consent of the Company and a detailed estimate is first obtained and forwarded to the Company;

PROVIDED THAT:

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 2.1, 2.2, 2.3 and 2.4 above.

##### 3. 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:

- 3.1 the reasonable retail value of the vehicle and its accessories and spare parts therein or thereon at the time of such loss or damage; or
- 3.2 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 roadworthiness of such vehicle.

#### 4. Repair, reinstate or replace

- 4.1 the Company may, at its own option and discretion, repair, reinstate or replace such vehicle or any 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 amount stated in the Schedule or the reasonable retail value (including its accessories and spare parts whilst therein or thereon) of such vehicle whichever is the lesser;
- 4.2 if the Company replaces or reinstates such vehicle the Company shall have the option to take ownership of the vehicle.

### PROVISIONS

#### 1. Suspensive sale

If, to the knowledge of the Company, the vehicle is subject to a suspensive sale or similar agreement, such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the Company in respect of such loss or damage.

#### 2. First amount payable

In respect of each and every occurrence giving rise to a claim under 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 Sub-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.

### DEFINITIONS

Accessories and spare parts	Any accessory or part not supplied by the manufacturer as a standard fitment and fitted as an aftermarket fitment (optional extras) specified in the Schedule
Damage	Physical damage to the vehicle
Employee	Any person employed by the Insured and acting in the course of the business
Injury	Bodily injury including death and illness
Loss	Disappearance, lost through hold up or hi-jacking and forcible dispossession which was reported to the South African Police
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 occupied by the Insured stated in the Schedule for 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 published by Trans Union Auto Information (Pty) Ltd.
Vehicle	<p>Vehicle:</p> <ol style="list-style-type: none"> <li>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: <ol style="list-style-type: none"> <li>1.1 being the property of the Insured other than trading stock;</li> <li>1.2 hired or sold under a suspensive sale or other deferred ownership agreement;</li> </ol> </li> <li>2. any vehicle (mechanically propelled or otherwise) attached to a vehicle covered under 1. above for the purpose of being towed or salvaged;</li> <li>3. any vehicle as described in 1. and 2. belonging to any customer</li> </ol>

## DESCRIPTION OF USE

The vehicle as defined in Definitions may only be used for:

1. 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 conveying 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.

## SPECIFIC EXCEPTIONS (applicable to Sub-Section A)

The Company shall not be liable to pay for:

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. defective workmanship or consequential loss as a result thereof to any vehicle in or on the premises;
12. loss of or damage that is covered under any other Policy or Section providing cover for fire, explosion, lightning, theft, any weather condition, earthquake or earth tremor;

13. the Company shall not be liable under this Section in respect of loss, damage and/or injury occurring by or through the use of any vehicle hoist or vehicle ramp unless otherwise stated in the Schedule;
14. theft of any vehicle from the premises unless accompanied by visible signs of forcible and violent entry to the premises or exit therefrom or any threat or attempted threat thereof or following violence or any threat of violence.

### **SPECIAL PROVISIONS (applicable to Sub-Section A)**

The Insured is responsible for:

**1. car keys:**

lock car keys away in a locked safe during and after business hours unless the vehicle is being demonstrated or otherwise in use;

**2. theft of vehicles:**

- 2.1 vehicles shall be parked overnight on the premises in a locked building and theft of the vehicle(s) shall be accompanied by visible signs of violent entry or exit into the building;
- 2.2 vehicles parked overnight on the premises but not in a locked building (in the open) shall be fenced in and behind lock and chain or parking bollard or else as agreed by the Company and theft of the vehicle(s) is accompanied by visible signs of violent entry or exit of the fenced in area;
- 2.3 security system recording and monitoring vehicle movement onto the premises and leaving the premises;

PROVIDED THAT:

the Company shall not be liable to pay for losses as a result of theft by false pretenses or a scam;

**3. vehicles parked outside of buildings:**

- 3.1 vehicles must be parked under shade nets or roof, canopy or protective structure;
- 3.2 hail nets shall be replaced every 5 (five) years and approved by the SABS;
- 3.3 the structure should be erected professionally;
- 3.4 the nets should be at a sufficient angle to allow for sufficient run off of hail.

**4. wash bays or else:**

ensure the driver is fully licensed and competent to drive vehicles on and around the premises;

**5. first amount payable:**

- 5.1 if the Company alleges the Insured did not comply with the Provisions stated in 1., 2., 3. and 4. above the Insured shall be liable to pay in addition to any other compulsory amount payable:
  - 5.1.1 theft of a vehicle:
 

10% (ten percent) of the claim with a minimum of R2 500 (two thousand five hundred Rand) per vehicle;
  - 5.1.2 hail or storm:
 

10% (ten percent) of the claim with a minimum of R2 500 (two thousand five hundred Rand) per vehicle.

## 2. 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 but 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 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:

- 2.1 such person shall as though he were the Insured observe, fulfill and be subject to the Terms, Exceptions and Conditions of this insurance to the extent that they can apply;
- 2.2 such person driving such vehicle has not been refused any motor insurance or continuance thereof by any insurer;
- 2.3 indemnity shall not apply in respect of claims made by any member of the same household as such person;
- 2.4 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

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.

### 3. SUB-SECTION C – MEDICAL BENEFITS

#### DEFINED EVENTS

If an occupant in the specified part of a vehicle described below, in direct connection with such vehicle, sustains bodily injury by violent, accidental, external and visible means, the Company will pay to the Insured the medical expenses incurred as a result of such injury up to R10 000 (ten thousand Rand) per injured occupant and in total for all occupants injured as a result of an occurrence or series of occurrences arising out of one event.

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

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

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

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

#### CLAUSES AND EXTENSIONS (applicable to all Sub-Sections)

##### 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.

##### 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:

1. the Company's liability shall not exceed R7 500 (seven thousand five hundred Rand) in respect of any one event;
2. such amount shall be reduced by R750 (seven hundred and fifty Rand) each and every claim.

The provisions of this Section relating to first amount payable shall not apply to this Extension.

### **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:

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 for each and every loss.

### **Spare parts**

In the event of any part being unprocurable as a standard (ready-manufactured) article within the Republic of South Africa, the liability of the Company shall be discharged by the payment of an amount equal to the value of such part at the time of loss but not exceeding the manufacturer's latest price list operative in the Republic of South Africa and the reasonable cost of freight, other than by air, and current labour charge applicable thereto.

### **Work away from premises – applicable to Sub-Section B Liability to third parties**

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 R10 000 (ten thousand Rand) in respect of any one occurrence.

### **Vehicles lent or hired to customers**

The description of use 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 s/he 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:

s/he has held and is 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.

### **SPECIFIC EXCEPTIONS (applicable to all Sub-Sections)**

1. The company shall not be liable for any accident, injury, loss, damage or liability:
  - 1.1 whilst the vehicle is being used with the general knowledge and consent of the Insured otherwise than in accordance with the description of use clause;
  - 1.2 incurred:
    - 1.2.1 outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zambia, Zimbabwe, Malawi and Mozambique;
 

PROVIDED THAT:

the Company will not be liable for any accident, injury, loss, damage or liability if the country entered into provides cover on entry;
    - 1.2.2 but the Company will indemnify the Insured against loss of or damage to any vehicle while in transit by sea or air between ports or places in these territories including loading and unloading incidental to such transit;
  - 1.3 incurred while any vehicle is being driven by:
    - 1.3.1 the Insured while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself/herself) or while not licenced to drive such vehicle;
    - 1.3.2 any other person with the general consent of the Insured who to the Insured's knowledge is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself/herself) or is not licensed to drive such vehicle;
 

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 1.2.1 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.

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 (applicable to all Sub-Sections)**

#### **Driver's licence**

If during the currency of this Section any driver's licence in favour of the Insured or their authorised driver is endorsed, suspended or cancelled 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.

### **OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to apply)**

#### **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 the 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:

- 2.1 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 Description of Use;
- 2.2 the payment by the Insured of subsidies or travelling 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;
- 2.3 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;
- 2.4 the Terms, Exceptions and Conditions of this Policy shall otherwise apply.

### Vehicle hoists and ramps

Exception 14 to Sub-Section A is deleted.

### 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.

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

If a comprehensively insured vehicle is stolen, hijacked or damaged and 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 R1 500 (one thousand five hundred Rand) for each and every event in terms of 1.4 and 1.5 above.

**2. Excluded costs (costs the Company shall not be liable to pay):**

- 2.1 any deposits payable;
- 2.2 fuel used during the rental period;
- 2.3 parking fees, speeding fines or fines, toll or e-toll costs;
- 2.4 excesses payable to the rental company.

### **3. The rental period:**

- 3.1 starts on the day the Company admits liability in terms of the original claim and agrees to the rental;
  - 3.2 the rental period shall cease at the time when:
    - 3.2.1 the vehicle is recovered upon theft (and repaired if necessary) and returned to the owner;
    - 3.2.2 the vehicle is repaired after being damaged and returned to the owner,
    - 3.2.3 the Company has discharged liability in respect of the loss suffered;
    - 3.2.4 after 30 (thirty) consecutive days;
- whichever occurs first.

### **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.

### **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:

- 2.1 loss or damage occurring in the Republic of South Africa and Namibia;
- 2.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically Insured;
- 2.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- 2.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 2.5 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 alleges that, by reason of Provision 2.1, 2.2, 2.3, 2.4 or 2.5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

### **Unauthorised use by employees**

Specific Exception 1.1 is cancelled.

### **OPTIONAL LIMITATIONS (if stated in the Schedule to apply)**

#### **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:

### **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 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, Swaziland, Zimbabwe, Zambia, 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:

**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 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, Swaziland, Zimbabwe, Zambia, 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

### 1. SUB-SECTION A – LOSS OR DAMAGE

#### DEFINED EVENTS

##### 1. Loss of or damage:

to any vehicle as disclosed to the Company, including its accessories and spare parts whilst therein or thereon.

##### 2. Additional costs

In addition to any event the Company will pay for:

###### 2.1 protection and removal:

the cost of protection and removal to the nearest repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;

###### 2.2 storage:

the cost of storage at the nearest yard, place of safety or repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;

###### 2.3 delivery after repair:

the cost of delivery to the Insured, after repair of such loss or damage to the permanent address of the Insured in the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Zambia, Malawi or Mozambique;

###### 2.4 emergency repairs:

the Insured may give instructions for emergency repairs to be executed without the previous consent of the Company and a detailed estimate is first obtained and forwarded to the Company;

PROVIDED THAT:

the Company shall not be responsible to pay more than R40 000 (forty thousand Rand) in the aggregate any event per vehicle in respect of 2.1, 2.2, 2.3 and 2.4 above.

##### 3. Limit of indemnity

The limit of indemnity for each type of vehicle is as stated in the Schedule shall be the maximum amount payable by the Company.

##### 4. Repair, reinstate or replace

4.1 The Company may, at its own option and discretion, repair, reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts therein or thereon or may pay in cash the amount of the loss or damage not exceeding the amount stated in the Schedule and/or the reasonable retail value, whichever is the lesser.

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

##### 5. Reasonable retail value

The reasonable retail value of the vehicle and its accessories and spare parts therein or thereon at the time of such loss or damage shall be determined by the current Auto Dealers Guide or Commercial Vehicle Guide published by Trans Union Auto Information (Pty) Ltd.

## PROVISIONS

### 1. Suspensive sale

If, to the knowledge of the Company, the vehicle is the subject of a suspensive sale or similar agreement, such payment shall be made to the owner described therein, whose receipt shall be a full and final discharge to the Company in respect of such loss or damage.

### 2. First amount payable

In respect of each and every occurrence giving rise to a claim under Sub-Section A, the Insured shall be responsible for the first amounts payable stated in the Schedule (according to the type of vehicle) of any expenditure (or any less expenditure which may be incurred) for which provision is made under Sub-Section A (including any payment in respect of costs, expenses and fees), and of any expenditure by the Company in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the Company shall include any first amount payable for which the Insured is responsible, such amount shall be paid by the Insured to the Company.

### 3. Fire, lightning and explosion

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

### 4. Sound equipment

In respect of each and every occurrence giving rise to a claim following upon theft or attempted theft of motor radios, cassette players and any other equipment of a similar nature or telephones:

#### 4.1 if supplied by the manufacturer when new

the replacement value of the item subject to the standard Compulsory First Amount Payable stated in the Schedule;

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

not specified as a separate item in the Schedule limited to R3 500 (three thousand five hundred Rand) subject to a first amount payable of R500 (five hundred Rand) each and every claim;

#### 4.3 specified in the Schedule

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

## SPECIFIC EXCEPTIONS (applicable to Sub-Section A)

The Company shall not be liable to pay for:

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.

## 2. 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 and not exceeding the amount stated in the Schedule:

1. death of or bodily injury to any person, but 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 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:

- 2.1 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;
- 2.2 such person driving such vehicle has not to the Insured's knowledge been refused any motor insurance or continuance thereof by any insurer;
- 2.3 indemnity shall not apply in respect of claims made by any member of the same household as such person;
- 2.4 such person is not entitled to indemnity under any other Policy except in respect of any amount not recoverable thereunder;

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

#### PROVIDED THAT:

the Company shall not be liable for damage to the vehicle being driven or used;

4. indemnify the Insured in respect of liability arising from the towing by a vehicle (other than for reward) of any other vehicle or trailer (including liability in connection with the towed vehicle or trailer);

#### PROVIDED THAT:

the Company shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon.

### LIMITS OF INDEMNITY

The liability of the Company under this Sub-Section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the Schedule.

### SPECIFIC EXCEPTIONS (applicable to Sub-Section B)

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

1. any compensation or claim which falls within the scope of any Compulsory Motor Vehicle Insurance enactment. 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.

### 3. SUB-SECTION C – MEDICAL EXPENSES

#### DEFINED EVENTS

If an occupant in the specified part of a vehicle described below, in direct connection with such vehicle, sustains bodily injury by violent, accidental, external and visible means, the Company will pay to the Insured the medical expenses incurred as a result of such injury up to R10 000 (ten thousand Rand) per injured occupant and in total for all occupants injured as a result of an occurrence or series of occurrences arising out of one event.

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

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

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

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

#### DEFINITIONS

Accessories and spare parts	Any accessory or part not supplied by the manufacturer as a standard fitment and fitted as an aftermarket fitment (optional extras)
Occurrence	The term 'occurrence' shall mean an occurrence or series of occurrences arising from one cause in connection with any one vehicle in respect of which indemnity is provided by this insurance
Vehicle	<b>Definition 1</b> Private type motor cars (including any station wagon, 4x4 or 4x2 station wagon), safari van, estate car and the like or similar vehicle designed to seat not more than 12 (twelve) persons (including the driver) but excluding taxi's
	<b>Definition 2</b> Commercial vehicles and special type vehicles as described in the Schedule but excluding taxi's

Vehicle (cont...)	<p><b>Definition 3</b></p> <p>Motorcycles (including motor scooters, three-wheeled vehicles and quad bikes) and golf carts</p>
	<p><b>Definition 4</b></p> <p>Buses (including any vehicle used for business purposes and designed to seat more than 12 (twelve) persons, including the driver) but excluding taxi's</p>
	<p><b>Definition 5</b></p> <p>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</p>
	<p><b>Definition 6</b></p> <p>6.1 any such vehicle being owned by or hired or leased to the Insured;          6.2 including any such vehicle temporarily operated by the Insured as replacement for any vehicle specified which is out of use for the purpose of overhaul, upkeep and/or repair;  <b>PROVIDED THAT:</b></p> <p>6.2.1 the maximum period a rental or temporary vehicle shall be used shall not exceed 30 (thirty) consecutive days;          6.2.2 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.</p>
Description of use	<p>Use for social, domestic and pleasure purposes and use for the business or occupation of the Insured;</p> <p><b>but excluding:</b></p> <ol style="list-style-type: none"> <li>1. hiring;</li> <li>2. carriage of passengers for hire or carriage of fare paying passengers;</li> <li>3. racing, speed or other contests, rallies, trials;</li> <li>4. carriage of explosives;</li> <li>5. carriage of any load or passengers exceeding the capacity for which the vehicle is constructed or licensed to carry;</li> <li>6. use for any purpose in connection with the motor trade;</li> <li>7. used for other than what the vehicle was constructed or licenced to be used for.</li> </ol> <p>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.</p>

## CLAUSES AND EXTENSIONS

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

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

1. if the insured vehicle is lost or damaged the Company will pay for costs incurred:
  - 1.1 occupants:**  
in repatriating up to 4 (four) occupants back to the place of residence within the Republic of South Africa subject to a maximum amount of R10 000 (ten thousand Rand) per event;
  - 1.2 vehicle transport cost:**  
for the costs and expenses of transporting the vehicle to the nearest border post in the Republic of South Africa or as agreed with the Company subject to a maximum of R5 000 (five thousand Rand) per event;

### 1.3 temporary repairs:

or the costs of any temporary repairs undertaken by a repairer situated outside the Republic of South Africa subject to a maximum of R5 000 (five 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.

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

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.

### Cross liabilities

Where more than one Insured is named in the Schedule, the Company will indemnify each Insured separately and not jointly, and any liability arising between such Insured shall be treated as though separate policies had been issued to each, provided that the aggregate liability of the Company shall not exceed the limit of indemnity stated in the Schedule.

### War

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

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

### Roadworthiness/compliance

The Insured must maintain the insured vehicle in an efficient and roadworthy condition in compliance with the National Road Traffic Act 93 of 1996 (as amended or substituted) and the Regulations promulgated thereunder, or any similar legislation which applies to the Territorial Limits.

### Premium adjustment

If this Section is issued on a non-specified vehicle basis, 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 of this Section, the indemnity under Sub-Section B extends to indemnify to the extent required by the general conditions of contract published by the Joint Building Contracts Committee, the South African Association of Consulting Engineers, the South African Institution of Civil Engineers and in connection with any liability arising from the performance of such contract, any principal named in such contract entered into by the Insured for the purposes of the business, provided that the liability of the Company shall not exceed the limit of indemnity stated in the Schedule.

## Waiver of subrogation rights

For the purposes of this Section, the Company waives all rights of subrogation or action which they may have or acquire against any other person to whom the indemnity hereunder applies, and each such person shall observe, fulfill and be subject to Terms, Exceptions and Conditions (both general and specific) of this insurance in so far as they can apply.

## Loss of locks, keys, central locking devices and remotes

The Company will indemnify the Insured in respect of the cost of replacing locks, keys, central locking devices and remotes including the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of any insured vehicle, following upon the disappearance of any key or alarm controller of such vehicle or following upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller;

PROVIDED THAT:

1. the Company's liability shall not exceed R15 000 (fifteen thousand Rand) in respect of any one event, or the amount stated in the Schedule; and
2. the Insured shall be responsible for the first 10% (ten percent) of the claim with a minimum of R1 250 (one thousand two hundred and fifty Rand) each and every claim.

## 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, or the amount stated in the Schedule.

For the purpose of this Extension, such vehicle (and its contents) shall not be deemed to be held in trust by or in the custody or control of the Insured.

## Windscreen/Glass

The Company will pay for the cost to repair or replace for damage to windscreen glass, side or rear glass, head-, tail- or fitted spotlights forming part of any vehicle as disclosed to the Company;

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 limit of the Company's liability under this Extension shall not exceed R10 000 (ten thousand Rand), in respect of any one occurrence, or the amount stated in the Schedule.

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

Accommodation for the Insured and/or spouse as well as any passenger 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;

the Company will pay up to R500 (five hundred Rand) per person or in the aggregate any one occurrence R2 500 (two thousand five hundred Rand) or R5 000 (five thousand Rand) in the aggregate and any period of insurance.

**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 R1 500 (one thousand five hundred Rand).

**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 R1 000 (one thousand Rand) any one occurrence; and
3. the Insured shall be responsible for the first R250 (two hundred and fifty Rand).

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

**Unauthorised used 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.

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

- 2.1 Exception 2 under Sub-section B is deleted;
- 2.2 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;
- 2.3 the payment by the Insured of subsidies or travelling allowances to such person for the use of his own vehicle for official purposes of the Insured, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this Extension;
- 2.4 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;
- 2.5 the Terms, Exceptions and Conditions of the Policy shall otherwise apply;
- 2.6 the Company's liability shall not exceed the limit in the Schedule for each and every occurrence.

**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.

**Loss of use (only applicable to heavy commercial vehicles with a GVM in excess of 3 500kg)**

If a comprehensively insured vehicle is stolen, hijacked or damaged and 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 R1 500 (one 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) consecutive days;

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.

**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:

- 2.1 loss or damage occurring in the Republic of South Africa and Namibia;
- 2.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- 2.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- 2.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 2.5 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 alleges that, by reason of Provision 2.1, 2.2, 2.3, 2.4 or 2.5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

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

**Third party only limitation**

The following are cancelled:

1. Sub-Section A;
2. Sub-Section C;

**Third party, fire and theft only limitation**

The liability of the Company under Sub-Section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion or theft/hi-jack. Furthermore, Sub-Section C is cancelled.

**SPECIFIC EXCEPTIONS (applicable to all Sub-Sections)**

1. The Company shall not be liable for any accident, injury, loss, damage or liability:
  - 1.1 whilst the vehicle is being used with the general knowledge and consent of the Insured otherwise than in accordance with the description of use clause;
  - 1.2 incurred:
    - 1.2.1 outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zambia, Zimbabwe, Malawi and Mozambique;

PROVIDED THAT:

the Company will not be liable for any accident, injury, loss, damage or liability if the country entered into provides cover on entry;



1.2.2 but the Company will indemnify the Insured against loss of or damage to any vehicle while in transit by sea or air between ports or places in these territories including loading and unloading incidental to such transit;

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

1.3.1 used principally for the transportation of explosives such as nitroglycerine, dynamite or any other substance generally classified as a highly explosive substance or for the transport of hazardous chemicals;

1.3.2 in the underground workings of any mine or on the apron or runway at any airport;

1.4 incurred while any vehicle is being driven by:

1.4.1 the Insured while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself/herself) or while the blood alcohol percentage of the Insured exceeds the statutory limit at the time of the occurrence or while not licensed to drive such vehicle;

1.4.2 any other person with the general consent of the Insured who, to the Insured's knowledge, is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself/herself) or while the blood alcohol percentage of such person exceeds the statutory limit at the time of the occurrence or who is not licenced to drive such vehicle, but this shall not apply if the Insured was unaware that the driver was unlicensed and the Insured can prove to the satisfaction of the Company that, in the normal course of his business, procedures are in operation to ensure that only licenced drivers are permitted to drive insured vehicles;

1.4.3 or is under control for the purpose of being driven by a person who does not hold a current valid Professional Driving Permit (PDP) to drive such a vehicle as required in terms of the National Road Traffic Amendment Act of 1998 as amended. This Exception applies if the said person has held a PDP but has not renewed it and is applicable to all drivers of:

1.4.3.1 goods vehicles with a gross vehicle mass (GVM) exceeding 3 500kg (three thousand five hundred kilograms);

1.4.3.2 breakdown vehicles;

1.4.3.3 buses;

1.4.3.4 mini-buses with a GMV exceeding 3 500kg (three thousand five hundred kilograms) or with 12 (twelve) or more seats (including the driver);

1.4.3.5 motor vehicles conveying persons for reward;

1.4.3.6 motor vehicles conveying more than 12 (twelve) persons;

but this shall not apply if the Insured was unaware that the driver was unlicensed 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 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 CONDITION**

### **Driver's licence**

If, during the currency of this Section, any driver's licence in favour of the Insured or their authorised driver is endorsed, suspended or cancelled, 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.

### **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.

## ENROUTE IN-CAR INSURANCE

### DEFINED EVENTS

The Company will compensate the Insured or the Insured's estate after bodily injury as a result of a motor vehicle accident as defined whilst being conveyed in an insured vehicle which directly results in death, permanent total disability, temporary total disability, and/or medical expenses the Company agrees to pay to the Insured person or the Insured person's estate the Compensation stated in the Schedule.

### DEFINITIONS

Insured	the Person who takes out this Policy and is named as the policyholder in the Schedule.
Insured Person	the Insured and any person being Conveyed in an Insured Vehicle at the time of the Motor Vehicle Accident.
Conveyed	being in the Insured Vehicle and includes being injured by another vehicle whilst getting into or out of the Insured Vehicle.
Insured Vehicle	the vehicle or vehicles listed in the Schedule and identified as such by the registration number and VIN (vehicle identification number) or the chassis number.
Vehicle	<p>a self-propelled motor vehicle registered in the Republic of South Africa and which is a:</p> <ol style="list-style-type: none"> <li>1. sedan, station wagon, Multipurpose (MPV) or Sports Utility (SUV) Vehicle and similar vehicles to MPV's and SUV's described by other alternatives to MPV or SUV, licensed to carry passengers not exceeding in total 10 persons including the driver and registered in the Republic of South Africa;</li> <li>2. light delivery vehicle (LDV) with a carrying capacity not exceeding 1 500 kilograms, not exceeding in total 3 passengers in the area specifically designed to seat and carry the driver and passengers (Cab). Persons not in the 'cab' area of the vehicle are excluded. The vehicle shall be registered in the Republic of South Africa;</li> <li>3. light delivery vehicle (LDV) known as double cabs with a carrying capacity not exceeding 1 500 kilograms, not exceeding in total 5 passengers in the area specifically designed to seat and carry the driver and passengers (Cab). Persons not in the "cab" area of the vehicle are excluded. The vehicle shall be registered in the Republic of South Africa.</li> </ol> <p>Motorcycles including three-wheel and four-wheel motorcycles or the like, and Vehicles used primarily for carrying goods or for public transport are excluded and not covered in terms of this Policy.</p>
Motor Vehicle Accident	a sudden unexpected accident or a series of accidents resulting from the same cause occurring at a specific place and time within the Territory and during the Period of Insurance involving an Insured Vehicle.
Bodily Injury	<p>physical trauma or bodily injury to an Insured Person resulting from a Motor Vehicle Accident which physical trauma or bodily injury injures or disables the Insured Person totally independently from any other physical or mental disability, defect, infirmity or cause that existed prior to the Motor Vehicle Accident and which physical trauma or bodily injury results in:</p> <ol style="list-style-type: none"> <li>1. Death or Permanent Total Disability or Temporary Total Disability within 24 (twenty four) months of the Motor Vehicle Accident; and/or</li> <li>2. Medical expenses incurred within 24 (twenty four) months of the Motor Vehicle Accident not exceeding the maximum benefit in the Schedule.</li> </ol>

Permanent Total Disability	the total, absolute and permanent disablement as a result of a Bodily Injury which prevents the Insured Person from following his or her usual occupation or any other occupation for which he or she is suited by education or training.
Temporary Total Disability	the temporary disablement as a result of Bodily Injury which prevents the Insured Person from engaging in or giving attention to his or her usual occupation.
Medical Expenses	expenses necessarily and reasonably incurred within 24 (twenty four) months of the date of the Motor Vehicle Accident for medical, surgical, dental, ophthalmic, hospital treatment and/or emergency travel costs.
Medical Practitioner	a legally qualified medical practitioner other than the Insured Person or a member of his/her immediate family.
Benefit	the applicable amount of compensation paid to an Insured Person, subject always to the terms and conditions of this Policy, at the amount stated in or determined by the Schedule.
Period of Insurance	that period for which the Insured has paid the requisite premium and the Company has agreed to provide the insurance on the terms and conditions of this Policy.
Policy	the insurance contract entered into between the Company and the Insured consisting of this Policy wording and the Schedule and any endorsements or amendments as may be made to it from time to time.
Schedule	the Schedule to this Policy wording which forms part of and is issued in accordance with the Policy wording.
Territory	the Republic of South Africa, Angola, Botswana Kenya, Lesotho, Malawi, Mozambique Namibia, Swaziland, Tanzania, Uganda, Zambia and Zimbabwe.
Loss of Eye	permanent and total loss of or loss of sight in an eye.
Loss of Speech or Hearing	total and irrecoverable loss of speech or hearing.

**PERMANENT DISABILITY**

Bodily Injury Resulting in:	% of maximum Permanent Total Disability in the Schedule
A. Permanent Total Disability	100% (one hundred percent)
B. Permanent and total loss of:	
a) speech	100% (one hundred percent)
b) hearing in both ears	100% (one hundred percent)
c) hearing in one ear	25% (twenty five percent)
d) sight in both eyes	100% (one hundred percent)
e) sight in one eye	50% (fifty percent)
f) one or both arms	100% (one hundred percent)
g) one or both legs	100% (one hundred percent)
h) one arm and one leg	100% (one hundred percent)
i) both hands	100% (one hundred percent)
j) one hand	50% (fifty percent)
k) both feet	100% (one hundred percent)
l) one foot	50% (fifty percent)
m) one hand and one foot	100% (one hundred percent)
n) four fingers of either hand	70% (seventy percent)
o) thumb of either hand	30% (thirty percent)
p) any other finger of either hand	5% (five percent)

Bodily Injury Resulting in:	% of maximum Permanent Total Disability in the Schedule
B. Permanent and total loss of: (cont...)	
q) all toes on one foot	30% (thirty percent)
r) great toe of either foot	10% (ten percent)
s) any other toe	2% (two percent)
Permanent disability not specified herein	the % which in the opinion of the Company is consistent with the above benefits in so far as possible.

## PROVISIONS

The insurance provided in this Policy is subject to the following:

1. The Company will not be liable to pay for Death, Permanent Total Disability, Temporary Total Disability or Medical Expenses resulting from a Motor Vehicle Accident or series of Motor Vehicle Accidents arising from one cause in respect of any one Insured Person, more than the applicable Benefit payable for death or Permanent Total Disability (whichever is the higher). Temporary Total Disability and Medical Expenses benefits shall be paid in addition thereto subject always to the policy limits stated in the Schedule.
2. The compensation for Temporary Total 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.
3. The Company will not be liable for more than the limits stated below in respect of death benefits for Insured Persons under 16 (sixteen) years of age.
  - 3.1 Under 6 (six) years of age: R10 000 (ten thousand Rand);
  - 3.2 6 (six) years of age and over but not exceeding 15 (fifteen) years of age: R30 000 (thirty thousand Rand)
4. The Company will not be liable in respect of any Insured Person to pay weekly benefits more than the average weekly earnings of such Insured Person for the 12 (twelve) months (or part thereof) preceding the accident in respect of Temporary Total Disability.
5. The Company will not be liable for more than 25% (twenty five percent) of the benefit for Temporary Total Disability in respect of Insured Persons who are unemployed at the time of the Motor Vehicle Accident.
6. The Company will not be liable for any amount payable in respect of Temporary Total Disability in respect of any Insured Person under the age of 15 (fifteen) or any person over the age of 15 (fifteen) who is a student and not in full time employment.
7. The Insured Person shall not be insured under more than one En-Route In-Car Insurance Policy with the Company. If however an Insured Person is covered by more than one En-Route In-Car Insurance Policy with the Company, only the En-Route In-Car Insurance Policy with the highest benefit will be called upon to indemnify the Insured Person, but subject always to the terms and conditions of that Policy.

## EXTENSIONS

### 1. Disappearance

In the event of the disappearance of the Insured in circumstances which reasonably satisfies the Company that the Insured has sustained bodily injury and that such bodily injury has resulted in the death of the Insured immediately prior to their disappearance, the Company will presume the Insured's death and pay such death benefits as may be applicable under the Policy;

PROVIDED THAT:

if after the Company has made payment of such benefit, the Insured is found to be alive, such benefit shall forthwith be refunded to the Company by the Insured or the Insured's estate as the case may be.

### 2. Exposure

Bodily injury shall include injury caused by starvation, thirst and/or exposure to the elements directly or indirectly resulting from a Motor Vehicle Accident.

### 3. Terrorism

Notwithstanding anything to the contrary in Exception 1 to this Policy, the insurance provided by this Policy is extended to cover Death, Permanent Total Disability, and/or Medical Expenses arising from "Terrorism activity" as defined in the Protection of Constitutional Democracy against Terrorist and Related Activities Act, 2004 as amended;

PROVIDED THAT:

the Company shall not be liable to pay any Benefit in respect of the Insured arising from:

- 3.1 the performance by the Insured of obligations in terms of the Defence Act, 2002, or the South African Police Services Act, 1995 at a place from which military or police actions are carried out; or
- 3.2 consequent upon such person's actual engagement in military or police actions.

### 4. Hijacking

The Policy is extended to cover bodily injury to the Insured in the event of unlawful seizure or wrongful exercise of control of a Motor-Vehicle Accident on which the Insured is being conveyed by means of violence or threatened violence.

### 5. Trauma counselling

In the event of an Insured Person being subject to an act of violence or trauma in a Motor Vehicle Accident which in the reasonable opinion of the Company has given rise to circumstances which justify counselling, the Company shall subject to the terms and conditions of this Policy reimburse such Insured Person for counselling fees actually and reasonably incurred by such Insured Person as a result of such act of violence or traumatic accident;

PROVIDED THAT:

- 5.1 the maximum amount payable by the Company will be R300 (three hundred Rand) per counselling session and R3 000 (three thousand Rand) for any one Motor Vehicle Accident;
- 5.2 the act of violence shall mean an assault, robbery or car hijack or attempt thereat;
- 5.3 the act of violence has been reported to the police as soon as possible and a case number obtained.

## EXCEPTIONS

The Company shall not be liable to pay any benefit for any claim directly or indirectly consequent upon:

1. war invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, military or usurped power or whilst the Insured is on active service with the military, naval, air or police services of any nation;
2. participation in labour disturbances, riot, strikes, lock out or the Insured committing a criminal offence;
3. wilful exposure to danger (except in an attempt to save human life), intentional self-inflicted injury, suicide or attempt thereat;
4. or caused by or contributed to by any pre-existing physical defect or deformity or sickness or disease or any condition for which the Insured had received treatment, or medical advice, prior to the date of the Motor-Vehicle Accident;
5. the Insured travelling on a motorcycle whilst engaging in racing or speed or duration tests of any kind, or whilst the Motor-Vehicle is being used for any purpose other than that for which it was built and registered;
6. the Insured being the driver of the vehicle or conveyed on a Motor-Vehicle driven by a driver whilst such driver is not in possession of a valid driver's licence authorizing him or her to drive the Motor-Vehicle;

PROVIDED THAT:

this Exception shall not apply to an Insured who was a passenger at the time of the Motor-Vehicle Accident and was not aware that the driver was not in possession of a valid driver's licence, subject to the onus being on the Insured to prove that he or she was not aware that the driver was not in possession of a valid driver's licence at the time of the Motor-Vehicle Accident;

7. the Insured being under the influence of drugs or narcotics at the time of the Motor-Vehicle Accident unless such drugs or narcotics were administered by a qualified medical practitioner or prescribed by and taken in accordance with the directions of a medical practitioner;
8. the Insured driving a Motor-Vehicle with more than the legal limit of alcohol in his/her blood;
9. or caused by or contributed to by any psychiatric, mental or nervous conditions of any kind, including mental impairment and psychopathic disorders, depression, major affective disorders, psychotic and neurotic conditions and all stress and anxiety related disorders other than benefits provided under Extension 5 Trauma counselling;
10. or caused by or contributed to by any congenital condition.

## ENROUTE MOTORCYCLE INSURANCE

### DEFINED EVENTS

The Company will compensate the Insured or the Insured's estate after bodily injury as a result of a Motorcycle Accident as defined which directly results in death, permanent total disability and/or medical expenses but not exceeding the amount stated in the Schedule.

### DEFINITIONS

Insured	the person who takes out this Policy and is named as the policyholder in the Schedule.
Insured Person	means the Insured being conveyed on a Motorcycle at the time of the Motorcycle Accident
Motorcycle	a self-propelled motorcycle which is a two-wheel or three-wheel motorcycle licensed to operate on public roads, including motorcycles with a sidecar, licensed to carry up to 2 persons, one being the driver and the other a passenger also referred to as a pillion rider, and registered in the Republic of South Africa. Four-wheel motorcycles and the like, and motorcycles not licensed to operate on public roads are excluded and not covered in terms of this Policy.
Motorcycle Accident	a sudden unexpected accident or a series of accidents resulting from the same cause occurring at a specific place and time on a public highway within the Territorial Limits and during the period of Insurance involving the Insured as driver or passenger on a Motorcycle as defined.
Bodily Injury	physical trauma or bodily injury to the Insured resulting from a Motorcycle Accident which physical trauma or bodily injury injures or disables the Insured totally independently from any other physical or mental disability, defect, infirmity or cause that existed prior to the Motorcycle Accident and which physical trauma or bodily injury results in: <ol style="list-style-type: none"> <li>1. Death or Permanent Total Disability within 24 (twenty four) months of the Motorcycle Accident; and/or</li> <li>2. Medical expenses incurred within 24 (twenty four) months of the Motorcycle Accident;</li> </ol>
Permanent Total Disability	the total, absolute and permanent disablement as a result of a bodily injury which prevents the Insured following his or her usual occupation or any other occupation for which he or she is suited by education or training.
Medical Expenses	expenses necessarily and reasonably incurred within 24 (twenty four) months of the date of the road accident for medical, surgical, dental, ophthalmic, hospital treatment and/or emergency travel costs.
Medical Practitioner	a legally qualified medical practitioner other than the Insured or a member of his/her immediate family.
Benefit	the applicable amount of compensation paid to the Insured, subject always to the Terms and Conditions of this Policy, the amount stated in or determined by the Schedule.
Period of Insurance	that period for which the Insured has paid the requisite premium and the Company has agreed to provide the insurance on the terms and conditions of this Policy.
Policy	the insurance contract entered into between the Company and the Insured consisting of this Policy wording and the Schedule and any endorsements or amendments as may be made to it from time to time.



Schedule	the Schedule to this Policy wording which forms part of and is issued in accordance with the Policy wording.
Territory	the Republic of South Africa, Angola, Botswana Kenya, Lesotho, Malawi, Mozambique, Namibia, Swaziland, Tanzania, Uganda, Zambia and Zimbabwe.
Loss of Eye	permanent and total loss of or loss of sight in an eye.
Loss of Speech or Hearing	total and irrecoverable loss of speech or hearing.

## PERMANENT DISABILITY

Bodily Injury Resulting in:	% of maximum Permanent Total Disability in the Schedule
A. Permanent Total Disability	100% (one hundred percent)
B. Permanent and total loss of:	
a) speech	100% (one hundred percent)
b) hearing in both ears	100% (one hundred percent)
c) hearing in one ear	25% (twenty five percent)
d) sight in both eyes	100% (one hundred percent)
e) sight in one eye	50% (fifty percent)
f) one or both arms	100% (one hundred percent)
g) one or both legs	100% (one hundred percent)
h) one arm and one leg	100% (one hundred percent)
i) both hands	100% (one hundred percent)
j) one hand	50% (fifty percent)
k) both feet	100% (one hundred percent)
l) one foot	50% (fifty percent)
m) one hand and one foot	100% (one hundred percent)
n) four fingers of either hand	70% (seventy percent)
o) thumb of either hand	30% (thirty percent)
p) any other finger of either hand	5% (five percent)
q) all toes on one foot	30% (thirty percent)
r) great toe of either foot	10% (ten percent)
s) any other toe	2% (two percent)
Permanent disability not specified herein	the % which in the opinion of the Company is consistent with the above benefits in so far as possible.

## PROVISIONS

The insurance provided in this Policy is subject to the following:

1. The Company will not be liable to pay for Death, Permanent Total Disability, or Medical Expenses resulting from a Motorcycle Accident or series of Motorcycle Accidents arising from one cause in respect of any one Insured Person, more than the applicable Benefit payable for Death or Permanent Total Disability (whichever is the higher). Medical Expenses benefits shall be paid in addition thereto subject always to the policy limits stated in the Schedule.
2. The Company will not be liable for more than R30 000 (thirty thousand Rand) in respect of Death benefits for an Insured under the age of 16 (sixteen) years.
3. The Insured Person shall not be insured under more than one En-Route Motorcycle Insurance Policy with the Company. However, if an Insured Person is covered by more than one En-Route Motorcycle Insurance Policy with the Company, only the En-Route Motorcycle Insurance Policy with the highest benefit will be called upon to indemnify the Insured Person, but subject always to the Terms and Conditions of that Policy.

## EXTENSIONS

### 1. Disappearance

In the event of the disappearance of the Insured in circumstances which reasonably satisfies the Company that the Insured has sustained bodily injury and that such bodily injury has resulted in the death of the Insured immediately prior to their disappearance, the Company will presume the Insured's death and pay such death benefits as may be applicable under the Policy;

PROVIDED THAT:

if after the Company has made payment of such benefit, the Insured is found to be alive, such benefit shall forthwith be refunded to the Company by the Insured or the Insured's estate as the case may be.

### 2. Exposure

Bodily injury shall include injury caused by starvation, thirst and/or exposure to the elements directly or indirectly resulting from a Motorcycle Accident.

### 3. Terrorism

Notwithstanding anything to the contrary in Exception 1 to this Policy, the insurance provided by this Policy is extended to cover Death, Permanent Total Disability, and/or Medical Expenses arising from "Terrorism activity" as defined in the Protection of Constitutional Democracy against Terrorist and Related Activities Act, 2004 as amended;

PROVIDED THAT:

the Company shall not be liable to pay any Benefit in respect of the Insured arising from:

- 3.1 the performance by the Insured of obligations in terms of the Defence Act, 2002, or the South African Police Services Act, 1995 at a place from which military or police actions are carried out; or
- 3.2 consequent upon such person's actual engagement in military or police actions.

### 4. Hijacking

The Policy is extended to cover bodily injury to the Insured in the event of unlawful seizure or wrongful exercise of control of a motorcycle on which the Insured is being conveyed by means of violence or threatened violence.

## EXCEPTIONS

The Company shall not be liable to pay any benefit for any claim directly or indirectly consequent upon:

1. war invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, military or usurped power or whilst the Insured is on active service with the military, naval, air or police services of any nation;
2. participation in labour disturbances, riot, strikes, lock out or the Insured committing a criminal offence;
3. wilful exposure to danger (except in an attempt to save human life), intentional self-inflicted injury, suicide or attempt thereat;
4. or caused by or contributed to by any pre-existing physical defect or deformity or sickness or disease or any condition for which the Insured had received treatment, or medical advice, prior to the date of the Motorcycle Accident;
5. the Insured travelling on a motorcycle whilst engaging in racing or speed or duration tests of any kind, or whilst the Motorcycle is being used for any purpose other than that for which it was built and registered;
6. the Insured being the driver of the vehicle or conveyed on a Motorcycle driven by a driver whilst such driver is not in possession of a valid driver's licence authorizing him or her to drive the Motorcycle;

PROVIDED THAT:

this Exception shall not apply to an Insured who was a passenger at the time of the Motorcycle Accident and was not aware that the driver was not in possession of a valid driver's licence, subject to the onus being on the Insured to prove that he or she was not aware that the driver was not in possession of a valid driver's licence at the time of the Motorcycle Accident;

7. the Insured being under the influence of drugs or narcotics at the time of the Motorcycle Accident unless such drugs or narcotics were administered by a qualified medical practitioner or prescribed by and taken in accordance with the directions of a medical practitioner;
8. the Insured driving a motorcycle with more than the legal limit of alcohol in his/her blood;
9. or caused by or contributed to by any psychiatric, mental or nervous conditions of any kind, including mental impairment and psychopathic disorders, depression, major affective disorders, psychotic and neurotic conditions and all stress and anxiety related disorders;
10. or caused by or contributed to by any congenital condition.

## ENROUTE ON-ROAD INSURANCE

### DEFINED EVENTS

The Company will compensate the Insured or the Insured's estate after bodily injury as a result of a Road Accident as defined which directly results in death, permanent total disability, temporary total disability and/or medical expenses but not exceeding the amount stated in the Schedule.

### DEFINITIONS

Insured	the person who takes out this Policy and is named as the policyholder in the Schedule.
Insured Person	the Insured his or her spouse and dependent children as named in the Schedule. Cover for each dependent child shall terminate when the child attains the age of 18 (eighteen) years or 24 (twenty-four) years if in full time education and normally resident with the Insured.
Vehicle	<p>a self-propelled motor vehicle which is a:</p> <ol style="list-style-type: none"> <li>1. sedan, station wagon, Multipurpose (MPV) or Sports Utility (SUV) Vehicle and similar vehicles to MPV's and SUV's described by other alternatives to MPV or SUV, licensed to carry passengers not exceeding in total 10 persons including the driver;</li> <li>2. light delivery vehicle (LDV) with a carrying capacity not exceeding 1 500 kilograms, not exceeding in total 3 passengers in the area specifically designed to seat and carry the driver and passengers (cab). Persons not in the cab area of the vehicle are excluded;</li> <li>3. light delivery vehicle (LDV) known as double cabs with a carrying capacity not exceeding 1 500 kilograms, not exceeding in total 5 passengers in the area specifically designed to seat and carry the driver and passengers (cab). Persons not in the 'cab' area of the vehicle are excluded;</li> <li>4. buses, minibuses including those used for public transport and those used by educational institutes for the purpose of transporting students or scholars and or educators.</li> </ol> <p>Motorcycles including three-wheel and four-wheel motorcycles or the like, and Vehicles used primarily for carrying goods are excluded and not covered in terms of this Policy.</p>
Road Accident	a sudden unexpected accident or a series of accidents resulting from the same cause occurring at a specific place and time within the Territory and during the Period of Insurance involving an Insured Person as driver or passenger in a Vehicle as defined or as a rider of a pedal cycle or as a pedestrian being struck by a vehicle of any type.
Bodily Injury	<p>physical trauma or bodily injury to an Insured Person resulting from a Road Accident which physical trauma or bodily injury injures or disables the Insured Person totally independently from any other physical or mental disability, defect, infirmity or cause that existed prior to the Road Accident and which physical trauma or bodily injury results in:</p> <ol style="list-style-type: none"> <li>1. Death or Permanent Total Disability or Temporary Total Disability within 24 (twenty four) months of the Road Accident; and/or</li> <li>2. Medical expenses incurred within 24 (twenty four) months of the Road Accident not exceeding the maximum benefit in the Schedule.</li> </ol>
Permanent Total Disability	the total, absolute and permanent disablement as a result of a Bodily Injury which prevents the Insured Person from following his or her usual occupation or any other occupation for which he or she is suited by education or training.

Temporary Total Disability	the temporary disablement as a result of Bodily Injury which prevents the Insured Person from engaging in or giving attention to his or her usual occupation.
Medical Expenses	expenses necessarily and reasonably incurred within 24 (twenty four) months of the date of the Road Accident for medical, surgical, dental, ophthalmic, hospital treatment and/or emergency travel costs.
Medical Practitioner	a legally qualified medical practitioner other than the Insured Person or a member of his/her immediate family.
Benefit	the applicable amount of compensation paid to an Insured Person, subject always to the Terms and Conditions of this Policy, at the amount stated in or determined by the Schedule.
Period of Insurance	that period for which the Insured has paid the requisite premium and the Company has agreed to provide the insurance on the terms and conditions of this Policy.
Policy	the insurance contract entered into between the Company and the Insured consisting of this Policy wording and the Schedule and any endorsements or amendments as may be made to it from time to time.
Schedule	the Schedule to this Policy wording which forms part of and is issued in accordance with the Policy wording.
Territory	the Republic of South Africa, Angola, Botswana Kenya, Lesotho, Malawi, Mozambique, Namibia, Swaziland, Tanzania, Uganda, Zambia and Zimbabwe.
Loss of Eye	permanent and total loss of or loss of sight in an eye.
Loss of Speech or Hearing	total and irrecoverable loss of speech or hearing.

## PERMANENT DISABILITY

Bodily Injury Resulting in:	% of maximum Permanent Total Disability in the Schedule
A. Permanent Total Disability	100% (one hundred percent)
B. Permanent and total loss of:	
a) speech	100% (one hundred percent)
b) hearing in both ears	100% (one hundred percent)
c) hearing in one ear	25% (twenty five percent)
d) sight in both eyes	100% (one hundred percent)
e) sight in one eye	50% (fifty percent)
f) one or both arms	100% (one hundred percent)
g) one or both legs	100% (one hundred percent)
h) one arm and one leg	100% (one hundred percent)
i) both hands	100% (one hundred percent)
j) one hand	50% (fifty percent)
k) both feet	100% (one hundred percent)
l) one foot	50% (fifty percent)
m) one hand and one foot	100% (one hundred percent)
n) four fingers of either hand	70% (seventy percent)
o) thumb of either hand	30% (thirty percent)
p) any other finger of either hand	5% (five percent)
q) all toes on one foot	30% (thirty percent)
r) great toe of either foot	10% (ten percent)
s) any other toe	2% (two percent)
Permanent disability not specified herein	the % which in the opinion of the Company is consistent with the above benefits in so far as possible.

## PROVISIONS

The insurance provided in this Policy is subject to the following:

1. The Company will not be liable to pay for Death, Permanent Total Disability, or Medical Expenses resulting from a Road Accident or series of Road Accidents arising from one cause in respect of any one Insured Person, more than the applicable Benefit payable for Death or Permanent Total Disability (whichever is the higher). Medical Expenses benefits shall be paid in addition thereto subject always to the Policy limits stated in the Schedule.
2. The compensation for Temporary Total 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.
3. The Company will not be liable for more than the limits stated below in respect of Death benefits for Insured Persons under 16 (sixteen) years of age:
  - 3.1 up to 6 (six) years of age the maximum compensation amount of R10 000 (ten thousand Rand);
  - 3.2 over 6 (six) years of age and but not exceeding 15 (fifteen) years of age the maximum compensation amount of R30 000 (thirty thousand Rand).
4. The Company will not be liable in respect of any Insured Person to pay weekly benefits more than the average weekly earnings of such Insured Person for the 12 (twelve) months (or part thereof) preceding the accident in respect of Temporary Total Disability.
5. The Company will not be liable for more than 25% (twenty five percent) of the benefit for Temporary Total Disability in respect of Insured Persons who are unemployed at the time of the Motor Vehicle Accident.
6. The Company will not be liable for any amount payable in respect of Temporary Total Disability in respect of any Insured Person under the age of 15 (fifteen) years or any person over the age of 15 (fifteen) years who is a student and not in full-time employment.
7. The Permanent Total Disability benefit shall be increased from 100% (one hundred percent) to 200% (two hundred percent) of the benefit amount stated in the Schedule of the policy in respect of an Insured Person under the age of 15 (fifteen) or 24 (twenty four) years if in full time education and normally resident with the Insured and who is not entitled to the Temporary Total Disability benefit.
8. The Insured Person shall not be insured under more than one En-Route On-Road Insurance Policy with the Company. However, if an Insured is covered by more than one En-Route On-Road Insurance Policy with the Company, only the En-Route On-Road Insurance Policy with the highest benefit will be called upon to indemnify the Insured Person, but subject always to the terms and conditions of that Policy.

## SPECIAL PROVISIONS

### AUTOMATIC TERMINATION

The cover provided by this Policy shall terminate automatically when the Insured attains the age of 75 (seventy five) years.

### EXTENSIONS

#### 1. Disappearance

In the event of the disappearance of the Insured in circumstances which reasonably satisfies the Company that the Insured has sustained bodily injury and that such bodily injury has resulted in the death of the Insured immediately prior to their disappearance, the Company will presume the Insured's death and pay such death benefits as may be applicable under the Policy;

PROVIDED THAT:

if after the Company has made payment of such benefit, the Insured is found to be alive, such benefit shall forthwith be refunded to the Company by the Insured or the Insured's estate as the case may be.

#### 2. Exposure

Bodily injury shall include injury caused by starvation, thirst and/or exposure to the elements directly or indirectly resulting from a Road Accident.

### 3. Terrorism

Notwithstanding anything to the contrary in Exception 1 to this Policy, the insurance provided by this Policy is extended to cover Death, Permanent Total Disability, and/or Medical Expenses arising from "Terrorism activity" as defined in the Protection of Constitutional Democracy against Terrorist and Related Activities Act, 2004 as amended;

PROVIDED THAT:

the Company shall not be liable to pay any Benefit in respect of the Insured arising from:

- 3.1 the performance by the Insured of obligations in terms of the Defence Act, 2002, or the South African Police Services Act, 1995 at a place from which military or police actions are carried out; or
- 3.2 consequent upon such person's actual engagement in military or police actions.

### 4. Hijacking

The Policy is extended to cover bodily injury to the Insured in the event of unlawful seizure or wrongful exercise of control of a motorcycle on which the Insured is being conveyed by means of violence or threatened violence.

### 5. Trauma counselling

In the event of an Insured Person being subject to an act of violence or trauma in a Road Accident which in the reasonable opinion of the Company has given rise to circumstances which justify counselling, the Company shall subject to the terms and conditions of this Policy reimburse such Insured Person for counselling fees actually and reasonably incurred by such Insured Person as a result of such act of violence or traumatic accident;

PROVIDED THAT:

- 5.1 the maximum amount payable by the Company will be R300 (three hundred Rand) per counselling session and R3 000 (three thousand Rand) for any one Motor Vehicle Accident;
- 5.2 the act of violence shall mean an assault, robbery or car hijack or attempt thereof;
- 5.3 the act of violence has been reported to the police as soon as possible and a case number obtained.

## EXCEPTIONS

The Company shall not be liable to pay any benefit for any claim directly or indirectly consequent upon:

1. war invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, military or usurped power or whilst the Insured is on active service with the military, naval, air or police services of any nation;
2. participation in labour disturbances, riot, strikes, lock out or the Insured committing a criminal offence;
3. wilful exposure to danger (except in an attempt to save human life), intentional self-inflicted injury, suicide or attempt thereof;
4. or caused by or contributed to by any pre-existing physical defect or deformity or sickness or disease or any condition for which the Insured had received treatment, or medical advice, prior to the date of the Road Accident;
5. the Insured travelling on a Motor-Vehicle whilst engaging in racing or speed or duration tests of any kind, or whilst the Motor-Vehicle is being used for any purpose other than that for which it was built and registered;
6. the Insured being the driver of the vehicle or conveyed on a Motor-Vehicle driven by a driver whilst such driver is not in possession of a valid driver's licence authorizing him or her to drive the Motor-Vehicle;

PROVIDED THAT:

this Exception shall not apply to an Insured who was a passenger at the time of the Road Accident and was not aware that the driver was not in possession of a valid driver's licence, subject to the onus being on the Insured to prove that he or she was not aware that the driver was not in possession of a valid driver's licence at the time of the Road Accident;

7. the Insured being under the influence of drugs or narcotics at the time of the Road Accident unless such drugs or narcotics were administered by a qualified medical practitioner or prescribed by and taken in accordance with the directions of a medical practitioner;
8. the Insured driving a Motor Vehicle with more than the legal limit of alcohol in his/her blood;
9. or caused by or contributed to by any psychiatric, mental or nervous conditions of any kind, including mental impairment and psychopathic disorders, depression, major affective disorders, psychotic and neurotic conditions and all stress and anxiety related disorders other than the benefits other than benefits provided under Extension 5 Trauma counselling;
10. or caused by or contributed to by any congenital condition.



## ELECTRONIC EQUIPMENT

### 1. SUB-SECTION A – MATERIAL DAMAGE

#### DEFINED EVENTS

##### 1. Physical loss or damage:

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

- 1.1 at work or at rest anywhere within the insured premises as specified;
- 1.2 in transit including loading and unloading or whilst temporarily stored at any premises en route;
- 1.3 temporarily removed from the insured premises to any other location;
- 1.4 any portable equipment specified in the Schedule anywhere in the world.

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

to property described in the Schedule:

- 2.1 shall be protected by surge arrestors;
- 2.2 installed on the insured premises on all data lines, power supplies, electronic distribution boards or individual equipment;
- 2.3 installation shall comply with all SABS and similar requirements;
- 2.4 the Insured shall be responsible to pay an additional 10% (ten percent) of claim with a minimum of R500 (five hundred Rand) if not complied with 2.1, 2.2 and 2.3 above.

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

- 3.1 If the Insured can demonstrate through video surveillance footage (or any other conclusive proof) that an attempt was made to lock the vehicle using the vehicle remote but that the locking mechanism was blocked by thieves using an electronic device, such evidence will be deemed to satisfy the forcible and violent entry or exit requirement for any loss out of the cab or boot of the vehicle.
- 3.2 Where the Insured maintains that the vehicle was locked but no evidence of forcible and violent entry or exit from the vehicle exists, provided that:
  - 3.2.1 the police case number is supplied to the insurer;
  - 3.2.2 shall only apply to property that is separately and individually specified in the Schedule;
  - 3.2.3 after deduction of the first amounts payable in the Schedule, the liability of the Company is further restricted to the lesser of the sum insured shown on the Schedule or R25 000 (twenty five thousand Rand) in respect of any one event.
- 3.3 The Insured shall be responsible for the first 10% (ten percent) of the claim, minimum R1 000 (one thousand Rand) or the amount stated on the Schedule.

#### SPECIFIC EXCEPTIONS (applicable to Sub-Section A)

The Company will not be liable to indemnify the Insured irrespective of the original cause in respect of:

##### 1. the first amount payable:

as stated in the Schedule in respect of Sub-Section A, of each and every event giving rise to a claim. Where more than one item of property insured suffers physical loss or damage in any one event, the first amount payable shall be the highest single amount applicable to such property insured;

##### 2. derangement:

unless accompanied by physical damage otherwise covered by this Section;

**3. maintenance and/or leasing agreement:**

loss or damage recoverable in terms of any maintenance and/or leasing agreement effected by or on behalf of the Insured covering the insured equipment;

**4. faults or defects:**

known to the Insured (or their responsible employees) at the time this insurance was arranged or during the currency of the insurance and not disclosed to the Company or any consequences thereof;

**5. wastage:**

of material or the like or wearing out of any part of the property insured caused by or naturally resulting from ordinary usage or working or other gradual deterioration, development of poor contacts or scratching of painted or polished surfaces of a cosmetic nature;

**6. parts having a short life:**

such as (but not limited to) batteries, contacts, X-ray tubes, bulbs, cathode-ray tubes, thermionic emission tubes, fuses and sacrificial buffer circuits. If such parts are damaged as a result of physical loss or damage as provided for by this Sub-Section to other parts of the property insured, the Company shall indemnify the Insured for the residual value prior to the loss of such exchangeable parts;

**7. wear and tear:**

or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded;

**8. cleaning process:**

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

**9. cost of reproducing:**

the cost of reproducing data and/or programs whether recorded on computer hard-drives, discs, tapes, cards, or otherwise unless specifically provided for in Sub-Section B hereof;

**10. loss of use:**

of the property or other consequential loss, damage or liability of whatsoever nature other than losses specifically provided for herein or as a result of its inherent vice or defect, vermin, insects, damp, mildew or rust;

**11. detention and judicial process:**

detention, confiscation, forfeiture, impounding, attachment or requisition by any lawfully instituted authority or other judicial process or requisition by Customs or other officials;

**12. loss, theft or disappearance:****12.1 from the premises:**

of the property insured unless accompanied by visible signs of forcible and violent entry to or exit from the insured premises/situation;

PROVIDED THAT:

this Provision shall not apply to portable equipment;

**12.2 while in transit:**

of the property insured by theft accompanied by visible signs of forcible and violent entry to the transporting vehicle during transit or whilst temporarily removed from the insured premises unless identifiable by the Insured with a specific incident which has been immediately reported to the police and the Company;

PROVIDED THAT:

if the transporting vehicle has been hijacked or involved in a road accident or sustains a breakdown and, due to circumstances beyond the control of the vehicle crew/driver and the property insured is of necessity left unprotected, Specific Exception 12.2 above shall not apply.

12.3 unattended vehicle:

if such loss took place from an unattended vehicle;

PROVIDED THAT:

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

12.3.2 the vehicle itself was housed in a securely locked building; and

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

## BASIS OF INDEMNITY

The indemnity by this Sub-Section subject always to the sums insured contained in the Schedule or any specific limit of liability contained in this Sub-Section, shall be as hereinafter provided and as appropriate including dismantling, re-erection, transportation, removal of damaged property insured (but less the value of the remains) and, where applicable, importation duties and VAT.

### 1. Partial loss

If the property insured suffers damage that can be repaired, the basis of indemnification shall be the restoration expenses reasonably and necessarily incurred to restore the damaged property to working order;

PROVIDED THAT:

1.1 the value of damaged parts which can be used will be deducted;

1.2 the costs of any alteration, addition, improvement or overhaul carried out at the time of repair are not recoverable under this Sub-Section;

1.3 if, without the consent of the Company, temporary repairs are carried out by the Insured in the interests of safety or to minimize further loss or damage to the property insured, the cost of such temporary repairs will be borne by the Company. In the event that the temporary repairs aggravate the loss or cause additional loss or damage to the property insured, any additional costs so incurred or consequence arising therefrom will be for the account of the Insured;

1.4 where the damage is restricted to a part or parts of an insured item, the Company shall not be liable for an amount greater than the value for such part or parts which are lost or damaged allowed for within the sum insured.

### 2. Total loss

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

PROVIDED THAT:

2.1.1 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;

2.1.2 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;

- 2.1.3 these Conditions shall be without force or effect if:
- 2.1.3.1 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;
  - 2.1.3.2 the Insured is unable or unwilling to replace or reinstate the property insured on the same or another site;
- 2.1.4 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 Policy.

#### **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 2.1 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.

#### **AVERAGE**

In respect of 1. (Partial loss) and 2. (Total loss) above, if at the time of repair, replacement or reinstatement, the sum representing the cost which would have been incurred in repair, replacement or reinstatement if the whole of the property insured had been lost or damaged exceeds the sum insured thereon at the time of any loss of or damage to such property, the Insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly. Each item of this Section (if more than one) to which these Conditions apply shall be separately subject to this Provision.

#### **LIMIT OF LIABILITY**

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

##### **1. Architects' and other professional fees**

Professional fees necessarily and reasonably incurred in the repair or reinstatement of property following indemnifiable loss or damage, provided that the amount payable in respect of such fees does not exceed 20% (twenty percent) of the total amount of the claim, but shall not include expenses incurred in connection with the preparation of the Insured's claim.

## 2. Clearance costs

Costs necessarily and reasonably incurred by the Insured in respect of demolition or dismantling of property and/or removal of debris and in providing, erecting and maintaining hoardings and other similar structures required during demolition, dismantling, debris removal and reconstruction following indemnifiable loss of or damage to such property, provided that the total amount recoverable does not exceed 20% (twenty percent) of the total amount of the claim.

## 3. Express delivery and overtime

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

## CLAUSES AND EXTENSIONS (applicable to Sub-Section A)

### Tenants

This insurance will not be invalidated by any act or neglect on the part of a tenant of the Insured (where the Insured owns the building) or another tenant or the owner of the building (where the Insured is a tenant) provided that the Insured notifies the Company as soon as such act or neglect comes to their knowledge and pay on demand the appropriate additional premium.

### Hire purchase/finance agreements

Where the Company has knowledge of the property insured or any individual item thereof being the subject of a suspensive sale or similar agreement, payment hereunder shall be made to the owner described therein whose receipt shall be a full and final discharge to the Company in respect of loss or damage indemnifiable by this Sub-Section of the policy.

### Software upgrade

If the Company has accepted liability in terms of a claim the Company will pay in addition to any other amount the reasonable cost to reinstate or upgrade the software installed on the system which is lost or damaged;

#### PROVIDED THAT:

1. the cost towards the replacement or upgrade of the software shall not exceed 20% (twenty percent) of the value of the insured equipment or R5 000 (five thousand Rand) whichever is the lesser;
2. the Insured shall be responsible for the first R750 (seven hundred and fifty Rand) for each and every upgrade or replacement;
3. this Extension shall apply to each item separately and individually.

## 2. SUB-SECTION B – CONSEQUENTIAL LOSS

### DEFINED EVENTS

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

#### 1. Increased cost of working

The insurance under this item is limited to the additional expenditure necessarily and reasonably incurred by the Insured during the indemnity period, being 3 (three) months, in consequence of the accident for the sole purpose of avoiding or diminishing the interruption of or interference with the normal business of the Insured not exceeding R10 000 (ten thousand Rand) or the amount stated in the Schedule, less any sum saved during the indemnity period in respect of such of the 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:

- 1.1 the cover provided for in item 2. of this Sub-Section;
- 1.2 the intrinsic value (including reinstatement value) of the property insured by Sub-Section A of this Section.

## 2. Reinstatement of data/programs

The insurance under this Section is extended to include costs and expenses necessarily and reasonably incurred by the Insured for the reconstitution or recompilation of data and/or programs recorded on or stored in data-carrying media which is lost as a result of accidental erasure or by theft or by the deliberate willful or wanton intention of causing the cancellation or corruption of data or programs, subject to General Exceptions 1, 3 and 4 and Specific Exceptions to Sub-Section A 2, 3, 4 and 5 of this Section up to a maximum amount of R10 000 (ten thousand Rand) or the amount stated in the Schedule (for which a premium is received);

PROVIDED THAT:

- 2.1 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;
- 2.2 in respect of each and every event or series of events arising out of or in connection with any one event or cause indemnifiable by this item, the Insured shall bear the first R750 (seven hundred and fifty Rand) as the first amount payable;
- 2.3 where the Insured elects to insure programs (software), a Schedule of such programs shall be lodged with the Company at the commencement of each period of insurance.

## DEFINITIONS (applicable to Sub-Section B)

### Indemnity period

The period during which the results of the business shall be affected in consequence of the accident beginning with the number of hours/days detailed in the Schedule as the time excess after the occurrence of the accident and ending not later than the expiry of the period detailed in the Schedule as the indemnity period after such occurrence.

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

### Accident (applicable to increased cost of working only)

Physical loss of or damage to the property insured described in the Schedule from any cause as provided for under Sub-Section A of this Section, liability under which Sub-Section shall, except for the provisions relating to the first amount payable or the maintenance/lease agreements, be a condition precedent to liability hereunder:

1. Failure of the public supply of electricity at the terminal ends of the service feeders in the premises from any accidental cause other than:
  - 1.1 the deliberate act of the Insured or any supply authority;
  - 1.2 drought or shortage of fuel at any electricity utility;

PROVIDED THAT:

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

## LIMIT OF LIABILITY

The liability of the Company shall not exceed the amounts specified in the Schedule (relating to Sub-Section B) in respect of any one accident or series of accidents arising out of or in connection with any one event.

In the event of the payment by the Company of any sum(s) in discharge of the Company's liability in terms of this Sub-Section, the sum(s) insured shall automatically be reinstated for the remainder of the current period of insurance.

The Insured shall pay to the Company the additional premium required by the Company calculated pro-rata from the day of the accident to the end of the period of insurance.

## SPECIFIC EXCEPTIONS (applicable to Sub-Section B)

Unless specifically provided for:

### 1. Fines and penalties

the Company shall not be liable to indemnify the Insured in respect of fines or penalties for breach of contract for late or non-completion of orders or any penalties of whatsoever nature;

### 2. Loss of profit

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

## CLAUSES AND EXTENSIONS

### Burglar Alarm Warranty

In respect of any premises stated in the Schedule to be subject to this Condition that a burglar alarm shall be installed, it is a condition precedent to the liability of the Company and warranted that:

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

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

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

### PROVIDED THAT:

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

### Reinstatement

Notwithstanding anything to the contrary contained in this Section, it is hereby declared and agreed that, in the event of any interruption, following loss or damage, being aggravated by:

1. the Insured being unable or unwilling to replace or reinstate property destroyed or damaged, or failing to carry out such replacement or reinstatement within a reasonable time; or
2. addition, alteration or improvements being effected to the property insured on the occasion of its repair;

**PROVIDED THAT:**

the Company's liability under this Section shall be related solely to the business interruption which would have arisen in the absence of 1. and 2. above.

**MEMORANDA****Capital additions and currency fluctuations**

The indemnity by this Section shall include:

1. additional equipment or programs purchased by the Insured of a similar nature to that specified in the Schedule, provided that, in respect of loss or damage due to electrical, mechanical, or electronic breakdown or explosion, the insurance shall only commence after satisfactory completion of installation or commissioning/testing and put into use at the Insured's premises;
2. provision for devaluation or revaluation of the currency of the Republic of South Africa against that of the country of origin of the property insured and other inflationary trends, which may result in the escalation of the sum insured (representing the installed new replacement value) of the property insured;

**PROVIDED THAT:**

the increase shall not exceed by more than 25% (twenty-five percent), the total sum insured for Sub-Section A specified in the Schedule, it being agreed that the Insured will advise the Company of such alterations after the expiry of each period of insurance and pay the appropriate premium thereon but not exceeding 50% (fifty percent) of the difference.

**Prevention of access**

If, during the indemnity period, the business at the premises be interrupted or interfered with in consequence of the Insured being prevented from having access to the property insured situated at the premises caused by damage to property within a 25 km (twenty five 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 Insured is not entitled to indemnity as provided for in this Extension under any other policy or Section of this Policy;
2. this Section shall not be brought into contribution with any other policy or Section of this Policy bearing a like extension.

**Territorial limits**

The territorial limits in respect of laptops, notebooks/palm-top computers as well as all other hand-held electronic equipment temporarily located outside the premises specified in this Policy shall be deemed to be worldwide.

**SPECIAL EXCEPTION (applicable to Sub-Sections A and B)****Viruses, Trojans and worms**

The Company shall not indemnify the Insured for loss or damage of whatsoever nature arising directly or indirectly of or in connection with the action of any computer virus, Trojan or worm(s) or other similar destructive media.

**OPTIONAL EXTENSION (if stated in the Schedule to be included)****Incompatibility cover**

Notwithstanding anything contained to the contrary in the Policy, the indemnity by Sub-Sections A and B of this Section shall indemnify the Insured for costs incurred in respect of:

1. modifications or alterations to the property insured directly consequent upon indemnifiable loss or damage to ensure the operating integrity of the electronic system;



2. replacement or upgrading of legal programs to achieve compatibility with the modified or altered electronic system;
3. the restoration of previously captured data which has become inaccessible due to the modifications to or alterations of the electronic system or in consequence of the replacement or upgrading of legal programs;

PROVIDED THAT:

1. the costs provided for in 1., 2. and 3. above shall be necessarily and reasonably incurred to maintain normal working conditions;
2. such additional costs shall be incurred as a direct consequence of indemnifiable loss or damage in terms of Sub-Sections A or B (Defined Event 2) of this Section;
3. the cover afforded hereunder shall be restricted to:
  - 3.1 parts or components of the electronic system which are not indemnifiable under Sub-Section A hereof;
  - 3.2 programs or data reinstated not indemnifiable under (Defined Event 2) of Sub-Section B hereof;
4. the indemnity by this extension shall, in respect of any one event, be limited in the aggregate to 20% (twenty percent) of the applicable total sum insured under Sub-Section A (the limit of indemnity) and Sub-Section B (Defined Event 2) or R50 000 (fifty thousand Rand), whichever is the lesser.

### Telecommunication access lines

Subject to the limits specified in the Schedule, consequential loss as provided for under Defined Events 1 and 2 of Sub-Section B arising from accidental failure of the telecommunication access lines is included;

PROVIDED THAT:

1. the liability of the Company shall not exceed the sum insured by this Sub-Section;
2. the indemnity period shall commence 12 (twelve) hours after the failure and end not later than 30 (thirty) days after such failure;
3. the insurance provided does not cover loss occasioned by the deliberate act of any telecommunication authority or by the exercise of such telecommunication authority of its power to withhold or restrict access to its lines.

### Additional increased cost of working

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

### Additional reinstatement of data/programs

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

### Riot and strike

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

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

PROVIDED THAT:

this Extension does not cover:

- 2.1 loss or damage occurring in the Republic of South Africa and Namibia;
- 2.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;

- 2.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- 2.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 2.5 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 alleges that, by reason of Provision 2.1, 2.2, 2.3, 2.4 or 2.5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

## MACHINERY BREAKDOWN

### DEFINED EVENTS

Any unforeseen and sudden physical damage to the machinery described in the Schedule from any cause not excluded whilst it is:

1. at work or at rest;
2. being dismantled for the purpose of cleaning, inspection and overhaul or removal to another position or in the course of these operations themselves or subsequent re-erection within the Insured's premises.

### BASIS OF INDEMNITY

Irrespective of the original cause the amount payable by the Company shall be determined by:

#### 1. Sum insured

It is expressly agreed between the Insured and the Company that at all times the sum insured for each item of machinery shall be the new replacement value including freight dues, customs duties and erection costs.

#### 2. Underinsurance

If the sum insured on any item of machinery at the time of the loss is less than the new replacement value including freight dues, customs duties and erection costs, the Insured shall be considered to be his own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

#### 3. Partial damage

Where the machinery can be repaired the Company will pay the reasonable costs of restoring it to working order based on the customary rates of wages in the district and normal freight and erection costs and customs duties.

#### 4. Total loss

If the cost of repairs as described in 1 above equals or exceeds the actual value of the machinery immediately before the occurrence such machinery shall be regarded as a total loss and the Company will pay the actual value of the machinery immediately before the occurrence which shall be calculated as the new replacement value.

#### 5. Repair, reinstate or replace

The Company may at its option repair, reinstate or replace any damaged machinery or pay the amount of the damage in cash.

### SPECIFIC EXCEPTIONS

The Company will not be liable to pay for:

1. the amount specified in the Schedule as the First Amount Payable by the Insured for each and every occurrence;
2. damage due to:
  - 2.1 fire, lightning and explosion: fire, extinguishing of a fire, direct lightning strikes, explosion;
  - 2.2 theft, collapse, impact and sonic waves:

theft, collapse of buildings, impact by animals, vehicles, aircraft, other aerial devices or objects dropped therefrom, sonic shock waves;
  - 2.3 water that escapes from water containing apparatus including leakage or discharge from any sprinkler or drencher system;
  - 2.4 subsidence, landslide, storm, flood inundation, hail, snow, earthquake, volcanic eruption or other convulsions of nature or any subsequent dismantling;

3. wastage of material or the like 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, saw, blades, dies, pattern 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.

## **SPECIFIC CONDITIONS**

### **Access**

The Insured shall allow the authorised representatives of the Company to examine the insured machinery at any reasonable time. If during the inspection any new facts of a nature likely to render the risk more than usually hazardous are observed the Insured must at the request of the Company restore the risk to normal within a reasonable time failing which the Company may suspend cover in whole or in part until the risk is restored to normal.

### **Alterations to working conditions**

Notice of any intended alteration to or departure from normal working conditions which would affect the risk of damage to the machinery specified in the Schedule must be given to the Company. If the Company cannot approve the alteration or departure from normal working conditions the Company may cancel the insurance in respect of the machinery concerned, making an appropriate return of premium.

### **Claims**

On the happening of an event giving rise or likely to give rise to a claim the Insured:

1. shall exercise all means in his power to salvage the insured items and ensure their preservation;
2. may proceed with the repair of the machinery;

PROVIDED THAT:

- 2.1 he/she complies with 1. above;
- 2.2 the carrying out of the repair is without prejudice to any question of liability;
- 2.3 any damaged part requiring replacement is kept for inspection by the Company.

## **SPECIAL MEMORANDA**

### **Maintenance**

The machinery described in the Schedule of this Section shall be subject to regular and adequate maintenance processes undertaken by suitably qualified members of the Insured's own staff or in terms of a maintenance contract with specialist maintenance engineers.

### **Switchgear of refrigeration machinery**

The controlling switchgear of the refrigeration machinery described in the Schedule of this Section shall incorporate apparatus for automatic restarting following a failure of the public supply of electricity.

## BUSINESS INTERRUPTION

### (MACHINERY BREAKDOWN)

#### DEFINED EVENTS

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

PROVIDED THAT:

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

#### SPECIFIC CONDITIONS

1. The insurance under this Section shall cease if the business is wound up or carried on by a liquidator or judicial manager or is permanently discontinued, except with the written agreement of the Company.
2. On the happening of any damage in consequence of which a claim may be made under this Section, the Insured shall, in addition to complying with General Conditions 7 and 8, with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this Section shall, not later than 30 (thirty) days after the expiry of the indemnity period, or within such further time as the Company may in writing allow, at their own expense deliver to the Company in writing a statement setting forth particulars of the claim together with details of all other insurance covering the loss or any part of it or consequential loss of any kind resulting therefrom. No claim under this Section shall be payable unless the terms of this Specific Condition have been complied with and, in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

#### SPECIFIC EXCEPTIONS

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

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

#### MEMORANDUM

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

## DEFINITIONS

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	
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	
Revenue	The money paid or payable to the Insured for goods sold and for services rendered in the course of the business at the premises	
Gross profit (difference basis)	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	
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	
Standing charges	As specified in the Schedule	
Accident	Unforeseen and sudden physical damage to the machinery described in the Schedule for this Section from any cause provided for by the Machinery Breakdown Section	
Shortage in turnover	The amount by which the turnover during the specified portion of the indemnity period shall in consequence of the accident fall short of that part of the standard turnover to which it relates	
The premises	All premises owned, used or occupied by the Insured for the purposes of the business	
Rate of gross profit	The rate of gross profit to turnover during the financial year 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
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	
Standard turnover	The turnover during the period corresponding with the indemnity period in the 12 (twelve) months immediately before the date of the accident	

## BASIS OF LOSS SETTLEMENT

### 1. Gross profit (difference basis)

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

#### 1.1 For reduction in turnover:

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

## 1.2 For increase in cost of working:

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

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

PROVIDED THAT:

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

## 2. Revenue

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

### 2.1 For reduction in revenue:

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

### 2.2 For increase in cost of working:

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

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

PROVIDED THAT:

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

## CLAUSES AND EXTENSIONS

### 1. 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.

### 2. 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.

### 3. Departments/Branches

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

**PROVIDED THAT:**

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

**4. Deposit premium**

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

If the Gross profit or Revenue earned (proportionately increased if the indemnity period exceeds 12 (twelve) months) during the financial year concurrent with any period of insurance is less or greater than 75% (seventy five percent) of the sum insured thereon, a pro-rata return or additional premium not exceeding 33.3% (thirty three and one third percent) of the provisional premium paid for such period of insurance will be made for the difference.

**5. 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:

**5.1 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.

**5.2 Annual turnover**

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

**5.3 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.

**5.4 Annual revenue**

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

**5.5 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.

**6. 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.

**7. 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:

- 7.1 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.



## 8. 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.

## DETERIORATION OF STOCK

### (MACHINERY BREAKDOWN)

#### DEFINED EVENTS

This insurance is in respect of:

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

PROVIDED THAT:

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

#### DEFINITIONS

Accident	<ol style="list-style-type: none"> <li>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.</li> <li>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:               <ol style="list-style-type: none"> <li>2.1 the deliberate act of the Insured or any supply authority;</li> <li>2.2 drought or shortage of fuel at any power station.</li> </ol> </li> <li>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.</li> </ol>
Cold room	Is extended to include refrigeration chamber.
Damage	<ol style="list-style-type: none"> <li>1. Insured products: destruction or impairment in value of the insured products by deterioration or contamination or putrefaction or spoilage;</li> <li>2. insured cold room(s): contamination by refrigerant necessitating the evacuation of the cold room(s).</li> </ol>
Value	<ol style="list-style-type: none"> <li>1. The actual purchase price paid by the Insured to their supplier for the insured products or that part thereof affected by accident; or</li> <li>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</li> <li>3. the selling price of the insured products or that part thereof affected by accident in respect of insured cold room(s).</li> </ol>

## **SPECIFIC EXCEPTIONS**

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).

## **MEMORANDA**

In the event of damage to the insured products:

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

## IMPORTANT INFORMATION

For information purposes only – the following does not form part of your insurance contract.

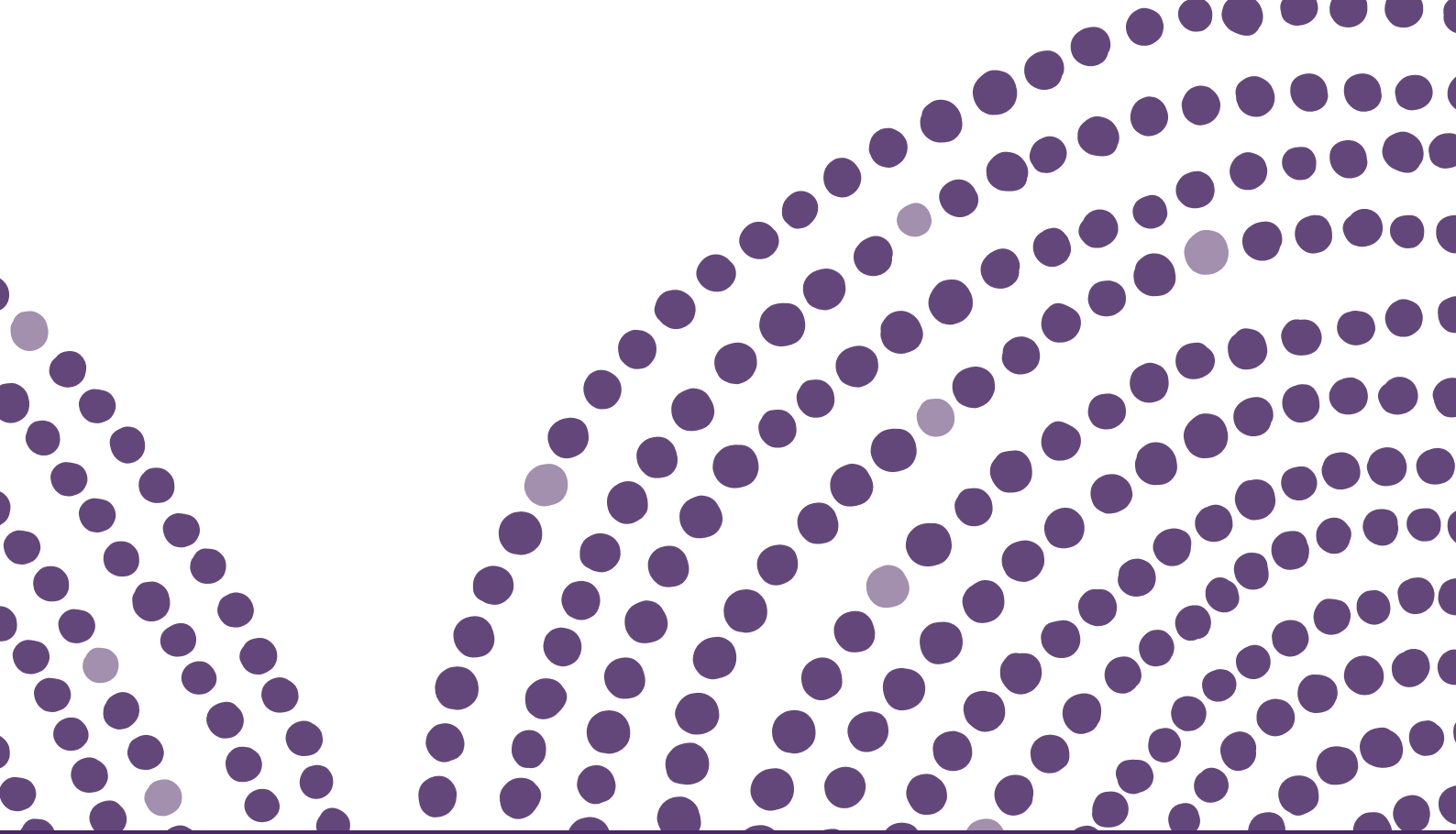
1. You must be informed of any material changes to the details of the Intermediary and us.
2. We may not cancel your policy merely by informing your Intermediary. There is an obligation to make sure the notice has been given to you as required by law.

### WARNING

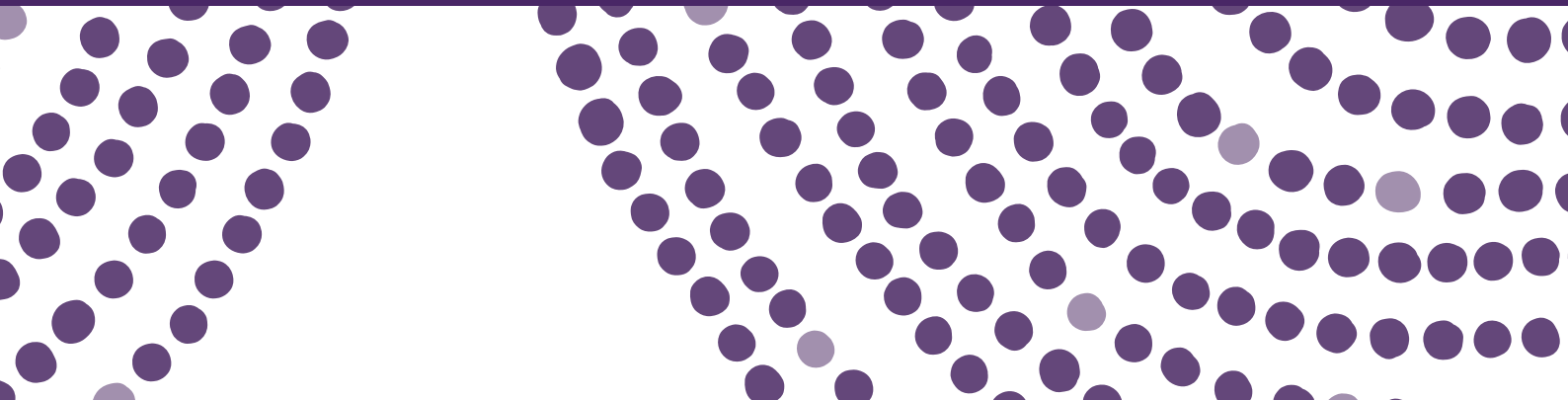
3. Do not sign any blank or partially completed application forms.
4. Complete all forms in ink.
5. Keep all documents handed to you.
6. Make notes as to what is said to you.
7. Don't be pressurised to buy this Policy.
8. Incorrect information or non-disclosure by you may impact on any claims arising 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 1



Tel: (011) 351 5000  
22 Oxford Road, Parktown, 2193

Hollard.

home • car • **business** • life • investments

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