

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:

- (i) the fire section of this policy
- (ii) the buildings combined section of this policy
- (iii) the office contents section of this policy
- (iv) any other material damage insurance covering the interest of the insured

but only in respect of perils insured under the fire section thereof (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 insurer 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 insurer.
2. On the happening of any Damage in consequence of which a claim may be made under this section, the insured shall, in addition to complying with general conditions 6 and 7, with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this section shall, not later than 30 days after the expiry of the indemnity period, or within such further time as the insurer may in writing allow, at their own expense deliver to the insurer 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 insurer forthwith.

ITEM 1 GROSS PROFIT (difference basis)

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

- (a) reduction in turnover and
- (b) increase in cost of working

and the amount payable as indemnity hereunder shall be:

- (a) 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
- (b) 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 months or less, or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 months.

ITEM 1 GROSS PROFIT (additions basis)

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

- (a) reduction in turnover and
- (b) increase in cost of working

and the amount payable as indemnity hereunder shall be:

- (a) 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
- (b) 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 months or less, or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 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:

- (a) loss of gross rentals and

(b) increase in cost of working

and the amount payable as indemnity hereunder shall be:

- (a) 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;
- (b) 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 months or less, or the appropriate multiple of the annual gross rentals where the maximum indemnity period exceeds 12 months.

ITEM 3 REVENUE

The insurance under this item is limited to:

- (a) loss of revenue and
- (b) increase in cost of working

and the amount payable as indemnity hereunder shall be:

- (a) 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
- (b) 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 months or less, or the appropriate multiple of the annual revenue where the maximum indemnity period exceeds 12 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 insurer 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 utilised by the insured at all and an equitable part of the wages paid for such period to employees whose services cannot, in consequence of the Damage, be utilised by the insured to the full provided that if the sum insured by this item is less than the aggregate amount of the wages that would have been paid during the specified number of weeks immediately following the Damage had the Damage not occurred, the amount payable will be proportionately reduced.

ITEM 6 FINES AND PENALTIES FOR BREACH OF CONTRACT

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

DEFINITIONS

Indemnity period

The period beginning with the commencement of the Damage and ending not later than the number of months thereafter stated in the schedule during which the results of the business shall be affected in consequence of the Damage.

Turnover

The money paid or payable to the insured for goods sold and delivered and for services rendered in the course of the business at the premises.

Revenue

The money paid or payable to the insured for goods sold and for services rendered in the course of the business at the premises.

Gross rentals

The money paid or payable to the insured by tenants in respect of rental of the premises and for services rendered.

Gross profit (difference basis) The amount by which

- (1) the sum of the turnover and the amount of the closing stock shall exceed
- (2) the sum of the amount of the opening stock and the amount of the uninsured costs.

The amount of the opening and closing stocks shall be arrived at in accordance with the insured's normal accountancy methods, due provision being made for depreciation.

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).

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.

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).

Standard turnover***Standard revenue*****Standard gross rentals***

The turnover (revenue) (gross rentals) during that period in the 12 months immediately before the date of the Damage which corresponds with the indemnity period

Annual turnover***Annual revenue*****Annual gross rentals***

The turnover (revenue) (gross rentals) during the 12 months immediately before the date of the Damage

Rate of gross profit*

The rate of gross profit earned on the turnover during the financial year immediately before the date of the Damage to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations or other circumstances affecting the business either before or after the Damage or which would have affected the business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage.

**NOTE: If the Damage occurs before the completion of the 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.*

Memo

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.

EXTENSIONS AND CLAUSES

Wine cellar clause

For the purpose of this section, the description of Revenue will be amended as follows:

- Net payment calculated on tonnage supplied/used
- Plus – Fixed Costs
- Plus – Co-operative commission for specific pool
- Plus – Expenditures already incurred
- Minus – Any amount saved during the indemnity period in respect of such costs and expenditures of the business which has been suspended or lessened due to the damage.

Accountants clause

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

Accumulated stocks clause

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

Departmental clause

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), the amount payable shall be proportionately reduced.

Deposit premium clause

In consideration of the premium on items 1, 2 or 3 being provisional in that it is calculated on 75 per cent of the sum insured, the premium is subject to adjustment on expiry of each period of insurance as follows:

In the event of the gross profit/gross rentals/revenue earned (increased proportionately if the number of months referred to in the definition of indemnity period exceeds twelve) during the financial year most nearly concurrent with any period of insurance being less or greater than 75 per cent of the sum insured thereon, a pro rata return or additional premium not exceeding $33 \frac{1}{3}$ per cent of the provisional premium paid for such period of insurance will be made in respect of the difference.

In the event of a claim being made under this section, the amount paid or payable thereon shall be regarded as actually earned.

Deposit premium clause (wine stock)

In consideration of the premium being provisional in that it is calculated on 75 per cent of the sum insured, the premium is subject to adjustment after a period of twelve months after inception of the policy and subsequent period of twelve months thereafter for the life time of the policy.

The insured therefore undertake to supply the Company at the end of each such twelve month period with the full value of the wine held in stock and sold during that period.

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 provisions of the specific condition relating to average.

The liability of the insurer shall not exceed the sum insured and premium shall not be receivable on values in excess thereof.

The above specific conditions shall apply separately to each item of the specification to which these stock declaration conditions apply.

Output (alternative basis) clause

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:

- (a) only the meaning of output or the meaning of turnover shall be operative in connection with any one event resulting in interruption
- (b) if the meaning of output is used
 - (i) the accumulated stocks clause shall be inoperative;
 - (ii) the memo at the end of the definitions shall read If, during the indemnity period, goods shall be manufactured or processed other than at the premises for the benefit of the business either by the insured or by others on behalf of the insured, the sale or transfer of such goods shall be brought into account in arriving at the output during the indemnity period.

Salvage sale clause

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

- (a) 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.

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) at the undernoted situations or to property as undernoted shall be deemed to be loss resulting from Damage to property used by the insured at the premises.

- (a) Specified suppliers/sub-contractors (if stated in the schedule to be included)

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

(b) Unspecified suppliers

The premises of any other of the insured's 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 a maximum of 10% of the gross profit (as insured) or the limit stated in the schedule, whichever the higher.

(c) 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 occupied by the insured.

(d) Contract sites

Any situation not occupied by the insured where the insured is carrying out a contract.

(e) Prevention of access

Property within a 10 km 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.

(f) Prevention of access – extended cover (if stated in the schedule to be included)

Property within a 10 km 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.

(g) 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 insurer as soon as reasonably practicable and to adjustment of the premium if necessary.

(h) Customers (if stated in the schedule to be included)

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

(i) Public utilities - insured perils only (if stated in the schedule to be included)

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.

(j) Public telecommunications – insured perils only (if stated in the schedule to be included)

(i) Property at the premises of any public authority which is empowered by law to supply a telecommunications facility to the insured

(ii) the transmission facilities network of the public authority mentioned in (i).

Public telecommunications – extended cover (if stated in the schedule to be included)

Loss as insured resulting from interruption of or interference with the business in consequence of the failure of the public telecommunication 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:

(i) drought

(ii) a fault on any part of the premises belonging to the insured

- (iii) a decision by any authority to legally withhold the telecommunication facility from the insured unless such decision is directly attributable to Damage to property of such authority
- (iv) any event described in general exception 1 and 2, but cover provided under the Malicious damage extension in the underlying 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 hours.

Public utilities – extended cover (if stated in the schedule to be included)

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:

- (i) drought
- (ii) pollution of water
- (iii) shortage of fuel or water
- (iv) a fault on any part of the installation belonging to the premises
- (v) 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
- (vi) any event described in General exception 1 and 2, but cover provided by the Malicious damage extension in the underlying material damage section of this policy is not excluded.

In respect of interruption 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 hours from commencement thereof.

The geographical limits of

(b), (c), (d), (e), (f), (h), (i) and (j) of the extensions to other premises and the extended covers for public telecommunications and public utilities are confined to the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi.

(g) of the extensions to other premises is confined to the Republic of South Africa and Namibia.

Accidental damage (if stated in the schedule to be included)

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 (i) of the Accidental damage section of this policy and the Specialist Insurance for the vine industry: Loss of/or damage to wine and related products, wine tanks and related property section (hereinafter termed Damage) provided that:

- (a) 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

- (b) the insurer shall not pay more than the sum insured stated in the schedule of the Accidental damage section or the Specialist insurance for the Vine industry: Loss of/or damage to wine and related products, wine tanks and related property section, whichever is the higher for both this section and the Accidental damage sections combined.

EXTENSIONS FOR GUESTHOUSES AND LODGES

These extensions only apply to the part of the risk that relates to the guesthouse and/or lodge if insured in terms of this section:

Murder/Suicide/Illness/Disease/Pollution/Shark and animal attack

Damage (as within defined) is deemed to include loss following the interruption of or the interference with the business as a result of:

- (a) murder, suicide, armed robbery, malicious or terrorist activities (whether actual or hoax) at the insured's premises;
- (b) food or drink poisoning at the insured's premises;
- (c) closure of the premises due to noxious fumes within a 50 kilometer radius of the Insured's premises, on the order of the competent local, municipal, regional or government authority responsible for the area;
- (d) adverse weather conditions within a 50 kilometer radius of the Insured's premises, of sufficient intensity and/or strength with the potential to cause damage to property or injury to persons;
- (e) pollution of any sea, beach, waterway, dam or river within a 50 kilometer radius of the Insured's premises other than pollution of drinking water;
- (f) shark or wild animal attack within a 50 kilometer radius of the Insured's premises;
- (g) bombing within a 50 kilometer radius of the Insured's premises;
- (h) closure of the premises due to vermin, pest or defective sanitary arrangements at the insured's premises on the order of the competent local, municipal, regional or government authority responsible for the area;
- (i) contagious or infectious notifiable disease within a 50 kilometer radius of the Insured's premises provided that the municipal, regional, local or government authority responsible for the area has declared a notifiable medical condition or communicable disease to exist within the area and/or has imposed quarantine regulations and/or has acted to restrict access to the area in terms of any local, municipal, regional or national law, by-law or regulation pertaining to public health and safety.

For the purposes of this extension

- (i). 'indemnity period' shall mean the period commencing with the occurrence of (a), (b), (d), (e), (f) or (g) above or for (c) (h) and (i) the date on which restrictions on the premises were applied and ending not later than three months thereafter;
- (ii) 'Insured's premises' shall mean those locations listed in the schedule as the Insured's premises and shall not include the premises of suppliers, customers, contractors (or subcontractors) notwithstanding that this insurance may otherwise be extended to include such premises;
- (iii) contagious or infectious notifiable disease shall mean illness sustained to any person resulting from any human infectious or human contagious disease, an outbreak of which the municipal, regional, local or government authority has stipulated shall be notified to them excluding Acquired Immune Deficiency Syndrome (AIDS) or AIDS related condition.

The cover granted by this extension does not include any costs arising from cleaning repair recall or checking the Insured's premises.

Rail road and air services

Loss as insured by the section resulting from interruption of or interference with the business in consequence of damage at the under noted situations and to under noted property shall be deemed to be loss from Damage to property used by the Insured at the premises:

- (a) at the premises and property of any rail service
- (b) at the premises and property of any airport or terminal facility including aircraft
- (c) at the premises of any shipping terminal or cargo loading facility
- (d) to any road, tunnel, bridge or service accessory relating thereto
- (e) to any road vehicle belonging to a customer of the Insured or a road transportation service shall be deemed to be loss resulting from Damage to property used by the Insured at the premises.

Provided that:

- (i) such Damage has not been brought about by the direct or indirect action of any party which shall include strikes, labour disturbances, malicious damage or intent thereof or political interference
- (ii) should such interruption or interference arise from mechanical or electrical or electronic breakdown there shall be no liability under this extension for interruption or interference with the business unless such interruption or interference extends beyond 24 hours from commencement thereof

The geographical limits of this extension are confined to the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi.

Loss of game

Loss as insured by the section resulting from interruption of or interference with the business in consequence of the death of game by a bush fire or wild fire shall be deemed to have resulted from Damage (as within defined).

The geographical limits of this extension are confined to the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi.

Ventilation failure

Loss as insured by the section resulting from interruption of or interference with the business in consequence of the failure of any ventilation system which controls the cooling or heating requirements of the Insured's premises shall be deemed to have resulted from Damage (as within defined) provided that should such interruption or interference arise from mechanical or electrical or electronic breakdown there shall be no liability under this extension.

The geographical limits of this extension are confined to the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi.

Auxiliary power failure

Loss as insured by the section resulting from interruption of or interference with the business in consequence of the failure of the auxiliary power plant to operate in the event of the failure of the main electricity supply grid from which the Insured normally receive their power shall be deemed to have resulted from Damage (as within defined).

Provided that this extension does not cover loss resulting from damage directly or indirectly caused by:

- (a) lack of maintenance or failure to test such equipment on a weekly basis
- (b) normal wear and tear or gradual deterioration
- (c) a shortage of fuel or the incorrect supply of fuel
- (d) a flat battery or battery failure at the time of starting the equipment

The geographical limits of this extension are confined to the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi.

Liquor license

Loss as insured by the section resulting from interruption of or interference with the business in consequence of a license granted in respect of the premises for the sale by retail of excisable liquors the license becoming suspended or forfeited under the provisions of the appropriate legislation governing such licenses or refused renewal after due application for such renewal to the appropriate authority at any time during the period of insurance such suspension forfeiture or refused renewal being occasioned by reasons beyond the control of the Insured.

Provided that:

- (a) if the Insured shall be entitled to obtain the payment of compensation under the provisions of any act of parliament in respect of the refusal to renew the license no claim shall arise under this section
- (b) in the event of death bankruptcy incapacity desertion of the premises or conviction for any offence where such conviction affects the character or reputation of the convicted person with respect to his honesty moral standing or sobriety of the tenant manager occupier or licensee the insured shall where practicable and at the request of the Insurer procure a suitable person to replace him and one to whom the justice will transfer the license or grant the license by way of renewal
- (c) if the forfeiture of or refusal to renew the license be occasioned wholly or partly by or through the misconduct or procurement or connivance or neglect or omission of the Insured or by any omission of the Insured to take any step necessary for keeping the license in force no claim shall arise under this section unless the Insured or any other claimant hereunder shall prove to the reasonable satisfaction of the Insurer that such matter was beyond his or their power or control
- (d) if refused renewal suspension or forfeiture of the license arises directly or indirectly from any scheme of town or country planning improvement or redevelopment compulsory purchase or from an amendment of the law affecting the grant surrender refusal to renew suspension or forfeiture of licenses no claim shall arise under this section
- (e) the insured shall on becoming aware of any
 - (i) complaint against the premises or the control thereof
 - (ii) proceedings against or conviction of the licensee manager tenant or occupier of the premises for any breach of licensing law or any matter whatsoever whereby the character or reputation of the person concerned is affected or called into question with regard to his honesty moral standing or sobriety
 - (iii) transfer or proposed transfer of the license
 - (iv) alteration in the purpose for which the premises are used
 - (v) objection to renewal or other circumstances which may endanger the license or renewal thereof immediately give notice thereof in writing to the Insurer and supply such additional information and give such assistance as the Insurer may reasonably require.

The geographical limits of this extension are confined to the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi.