

REVENUE

Definitions

Revenue means

the money paid or payable to the Insured for goods sold and for services provided in the course of the Insured's Business at the Insured's premises.

Indemnity period means

The period starting with the commencement of the damage and ending not later than the number of months stated in the schedule during which the results of the business are affected as a result of the damage.

Notifiable Disease shall mean

illness sustained by any person resulting from

- (i) Food or drink poisoning, or
- (ii) Any human infectious or human contagious disease an outbreak of which the competent local authority has stipulated shall be notified to them

Excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition.

Defined events

Loss following interruption of 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) Buildings Section – Insured events, but excluding Insured Event 2.9 and/or
- (ii) Contents Section – Insured Events, but excluding Insured Event 2.9 and 2.10
- (vi) Any other material damage insurance covering the interest of the Insured but only in respect of perils insured under the Building section thereof (hereinafter termed Damage)

Specific Conditions

1. The insurance under this section shall cease if the business is wound up or carried on by a liquidator or judicial manager or is permanently discontinued, except with the written agreement of the Company.
2. On the happening of any Damage in consequence of which a claim may be made under this section the Insured shall, in addition to complying with general conditions 6 and 7, with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss and in the event of a claim being made under this section shall, not later than 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.

Basis of Settlement:

The insurance under this section is limited to

- (a) Loss of revenue and
- (b) Increase in cost of working

And the amount payable as indemnity shall be:

- (a) In respect of loss of revenue the amount by which the revenue during the indemnity period does 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 the charges and expenses of the business payable out of the 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 revenue where the maximum indemnity period is 12 months or less or the appropriate multiple of the annual revenue where the maximum indemnity exceeds 12 months

Extensions

1. Extensions to other premises.

The Company will also pay for loss as insured by this section as a result of interruption or interference to the Insured's business as a result of damage as defined in this section to situations or property as specified below:

- a) Standard extension
Prevention of access to property within a 10 km radius of the Insured's premises which shall prevent the use of or access to the Insured's premises whether the Insured premises or property are damaged or not
- b) Loss as insured by this section arising as result of loss of or damage to:
 1. The premises and property of any rail service
 2. The premises and property of any airport or terminal facility including aircraft
 3. The premises of any shipping terminal or cargo loading facility
 4. Any road, tunnel, bridge or service accessory relating thereto

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5. Any road vehicle belonging to a customer of the Insured or a road transport service

Provided that the Company will not pay

- a) Where such damage has been caused or brought about by any direct or indirect action by any person or party which shall include strikes, labour disturbances, malicious damage or political interference
- b) Where such damage, interruption or interference with the Insured's business arises as a result of mechanical or electrical or electronic breakdown the Company will not be liable for the first 24 hours following such interruption or interference.

2. Infectious Diseases/Pollution/Shark Attack Extension

Loss as insured by this section resulting in interruption or interference to the Insured's business due to:

- a) Murder or suicide occurring at the Insured's premises
- b) Notifiable disease occurring at the Insured's premises (or within a 50km radius of the Insured's premises) or as a result of contaminated food or drink supplied from the Insured's premises
- c) Closure of the Insured business due to defective sanitary arrangements vermin or pests on the order of a competent local authority
- d) Witness call and/or jury service by the Insured or their partners and/or employees
- e) Chemical or oil pollution of beaches, rivers or water ways within a 50km radius of the Insured premises
- f) Shark attack or attack by wild game including hippopotamus, rhinoceros, lion, leopard, cheetah, crocodile and elephant within 50 kilometres of the Premises

3. Cancellation of bookings (if stated in the schedule to be included)

The Company will pay the Insured for the loss of the value of deposits up to the limit stated in the schedule any one event received for the reservation (booking) of accommodation as a result of returning such deposits following cancellation or curtailment of the relevant bookings due to a cause listed below provided that such deposits cannot be recovered from any other source by or on behalf of the person/s cancelling or curtailing the booking:

- 1 Accidental injury, illness or death of:
 - 1.1 The guest who booked the accommodation or any person with whom the guest has arranged to travel
 - 1.2 A close relative, fiancé or close business colleague of the guest
 - 1.3 Pregnancy of the guest spouse
 - 1.4 Compulsory quarantine or jury duty in a court of law applying to the guest or any person with whom the guest has arranged to travel
 - 1.5 The residential property of the guest being burgled or damaged by fire, water or the elements requiring the guest to return home
 - 1.6 Any official requirement for the guest to attend emergency duty in the military, medical service or public service
- 2 The Company will not pay for claims:
 - 2.1 Where at the time of booking the guest was aware of any medical condition or set of circumstances which could reasonably be expected to cause the booking to be cancelled or curtailed.
 - 2.2 By any person who is receiving treatment for an existing condition or is on a waiting list for medical treatment or has knowledge of the fact that they will require treatment at a hospital or nursing home.
 - 2.3 By any person whose condition gives rise to a claim when travelling against the advice of a medical doctor or for the purpose of obtaining medical treatment abroad
 - 2.4 By any person whose condition gives rise to a claim was during the 12 months preceding such claim suffering from any chronic or recurring illness of a serious nature which required consultation or treatment unless such condition was declared to us and accepted by us.
- 3 The Company will not be liable for any claims rising directly or indirectly from
 - 3.1 Winter sports, mountaineering, underwater activities such as diving snorkelling or any other activity that requires the use of artificial breathing apparatus, pot-holing or any other underground activity including mining, riding or driving in any kind of race, wilful exposure to risk other than an attempt to save human life (manual work in connection with a profession, business or trade, or flying, except as a passenger in a fully licensed passenger carrying aircraft) provided that this exclusion shall apply to the insured person/s only.

4. Additional Increase in Cost of Working (If stated in the schedule, to be included)

The insurance under this item is limited to 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. The indemnity in respect of this extension is limited to the amount stated in the schedule.

5. Prevention of Access – (if stated in the schedule to be included)

Property within a 50km radius of the premises, destruction of or damage to which shall prevent the use of the premises or access thereto, whether the premises or property of the Insured therein shall be damaged or not

6. Telecommunications Suppliers – (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 telecommunication supplier's facilities to the premises of the Insured 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

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- (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 supplier.
- (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 for the first 24 hours following such interruption or interference.

7. 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 within defined) 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 of 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 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 for the first 24 hours following such interruption or interference.

8. Loss of Liquor Licence

Definitions

Licence means the licence granted for the retail sale of excisable liquors at the Premises.

Insured : for the purposes of this Section the term 'Insured' includes the Licence holder.

The Cover

In the event of the Licence being

- (a) Forfeited under the provisions of the legislation governing such licences or
- (b) Refused renewal by the appropriate licensing authority after due application for such renewal during the Period of Insurance from causes beyond the control of the Insured, the Company will pay or make good to the Insured all loss in respect of:
 - (i) The depreciation in value of the interest of the Insured in the Premises and/or the Business.
 - (ii) The cost and expenses incurred by the Insured with the written consent of the Company in connection with any appeal against the forfeiture of or refusal to renew the Licence.
 - (iii) The reduction in turnover as a direct result of such forfeiture.

Exclusions

The Company shall not be liable if:

- (a) The Insured is entitled to obtain the payment of compensation under the provisions of any Act of Parliament in respect of the refusal to renew the Licence.
- (b) The forfeiture of or refusal to renew the Licence arises directly or indirectly from any scheme of town or country planning, improvement, redevelopment or compulsory purchase or the surrender, reduction or redistribution of licences in connection therewith, or from any alteration in the law affecting the granting, surrender, refusal to renew or forfeiture of licences.
- (c) The forfeiture of or refusal to renew the licence 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 licence 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 Company that such matter was beyond his or their power or control.

Special Conditions

1. The Insured shall give notice in writing to the Company immediately the Insured becomes aware of any:
 - (a) Complaint against the control of the Premises
 - (b) Proceeding against or conviction of the Licence Holder, Manager, Tenant or Occupier of the Premises for any breach of the licensing laws or any other matter whereby the character or reputation of the person concerned is affected with respect to his/her honesty, moral standing or sobriety
 - (c) Change in the tenancy or management of the Premises
 - (d) Transfer or proposed transfer of the Licence
 - (e) Alteration in the purpose for which the Premises are used
 - (f) Objection to renewal or other circumstances which may endanger the Licence or renewal thereof.

Subject to such notice the Insured shall be deemed to have reaffirmed at the date of each renewal of this Section the statements made in the Proposal and/or any other information upon which this insurance is based.

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2. In the event of forfeiture or refusal of renewal of the Licence the Insured shall notify the Company immediately after the order by the authorities and shall state so far as the Insured is able the grounds upon which such order has been made.
3. In the event of the 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 Insured shall where practicable and at the request of the Company procure a suitable person to replace him and one to whom the justice will transfer the licence or grant the licence by way of renewal.

9. Ventilation Failure Extension

Loss as insured by this section resulting from interruption with the business as a result of the failure of any ventilation system which controls the cooling or heating requirements of the Insured's premises.

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

10. Auxiliary Power Failure Extension

Loss as insured by this section resulting from interruption or interference with the business as a result of the failure of the auxiliary power plant to operate in the event of the failure of the main electricity supply grid from which the Insured normally receive their power.

Provided that the failure of the Auxiliary Power Plant is not as a result of:

- (a) Lack of maintenance and failure to test such equipment on a weekly basis
- (b) Normal wear and tear
- (c) A shortage of or the incorrect supply of fuel
- (d) A flat battery or battery failure at the initial time of starting the equipment.

11. Evacuation costs (if stated in the schedule to be included)

The Company will pay up to the amount stated in the schedule for the costs of evacuating the guests at the premises as a result of use of (or access to) the premises being prevented by fire, flood and/or bomb-scare provided that

- (a) Such use of, (or access to) the premises is prevented on the order of the South African Police Service or other competent local authority
- (b) The maximum amount payable by the Company will not exceed the amount stated in the schedule
- (c) The insured shall be responsible for the first R1,000 in respect of this extension