

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 within sections up to the sums insured, limits of indemnity, compensation and other amounts specified.

Specific exceptions, conditions and provisions shall override general exceptions, conditions and provisions.

General Exceptions

1. (A)
 - i) This Policy does not cover loss of or damage to property related to or caused by:
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 foregoing;
 - ii) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - iii) (a) 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?
(b) Insurrection, rebellion or revolution.
 - iv) 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;
 - v) 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;
 - vi) Any attempt to perform any act referred to in clause (iv) or (v) above;
 - vii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii), (iii), (iv), (v) or (vi) above.

If the Company alleges that by reason of clause A (i), (iii), (iv), (v), (vi) or (vii) of this exception, loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on the Insured.

- (B) 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.
- (C)
 - i) This policy does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through, arising out of or in connection with any act of terrorism regardless of any other causes or event contributing concurrently or in any other sequence to the loss, damage or expense.
 - ii) This policy does not cover any loss(es) in anyway caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this general exception 1(C) (i) and (ii) an act of terrorism includes the use of force or violence or the threat thereof whether an act harmful to human life or not, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological purposes including any act committed with the intention to influence any government or for the purpose for inspiring fear in the public, or any section thereof.

If the company alleges that, by reason of clause 1 (C) (i) and (ii) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the insured.

2. Except as regards the Fidelity, Stated Benefits and Group Personal Accident sections.

- (i) This Policy does not cover:
 - (a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
 - (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception only combustion shall include any self-sustaining process of nuclear fission

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- (ii) The indemnity provided by this Policy shall not apply to nor include any loss destruction damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
3. General Exception applicable to all sections of this policy insuring damage to property or the consequences of damage to property or any liability. Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this policy does not cover:
- (a) Loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising there from.
- (b) Any legal liability of whatsoever nature;
- (c) 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
- (i) 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
- (ii) 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
- (iii) To capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/ or programmes or
- (iv) 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 programme 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 3

- A. Loss of destruction of or damage to the insured property by fire, explosion, lightning, earthquake or by the special perils referred to below or indemnified by the Glass, Employer's Liability, Stated Benefits, Group Personal Accident or Motor Section 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. Storm, wind, water, hail or snow excluded for the purpose of this special extension is damage caused by:
- a.) arising from its undergoing any process necessarily involving the use or application of water;
- b.) caused by tidal wave originating from earthquake or volcanic eruption;
- c.) in the underground workings of any mine;
- d.) in the open (other than buildings structures and plant designed to exist or operate in the open);*
- e.) in any structure not completely roofed;*
- f.) being retaining walls;*

*Unless so described and specifically insured as a separate item.

2. Aircraft and other aerial devices or articles dropped there from;
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 perils do not cover wear and tear or gradual deterioration.

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- B. General exception 3 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 A above.
- C. 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.
- D. This Special extension shall not apply to any Public Liability indemnity.
- E. Loss or Damage caused by wear and tear, depreciation, electrical or mechanical breakdown, rust, corrosion, mildew, moth, vermin, insects, the insured's own domestic pets, any gradually operating cause, process of dyeing, cleaning or renovating, the action of light or atmospheric conditions.
- 4. Asbestos (Applicable to the Public Liability and Employers' Liability sections and 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 Exclusion, this policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.
- 5. Sanctions
The Company shall not be liable to provide any cover, pay any claim, provide any benefit or provide any indemnification under this policy if the Insured is listed, or is included by the respective authorities as a sanctioned, or prohibited entity or individual to do business with or indemnify, under the United Nations resolutions or any trade or economic sanctions, laws or regulations of the European Union, the United Kingdom, the United States of America or South Africa.

General Conditions

- 1. **Misrepresentation, mis-description and non-disclosure**
Misrepresentation, mis-description or non-disclosure in any material particular shall render voidable the particular item or section of the Policy, as the case may be, affected by such misrepresentation, mis-description 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.
Furthermore, the Liability Section of this Policy does not cover any expense or liability indemnifiable by any other policy of insurance. This exclusion shall not apply to any expense or liability in excess of the limit of indemnity in such other policy.
- 3. **(a) Cancellation**
This Policy or any section may be cancelled at any time by the Company giving 30 days' notice in writing (or such other period as may be mutually agreed) or by the Insured giving immediate notice. On cancellation by the Insured the Company shall be entitled to retain the customary short period or minimum premium for the period the Policy or section 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.
(b) Continuation of cover (where premium is payable by bank debit order or by transmission account)
The premium is due in advance and if it is not received by the Company by the thirtieth day following due date, then this insurance shall be deemed to have been cancelled at midnight on the last day of the preceding period of insurance unless the Insured can show that failure to make payment was an error on the part of his bank or other paying agent. Due date will be the first day of every calendar month where premium is payable monthly, the first day of (a) each third (b) each sixth (c) each twelfth calendar month following inception where premium is payable quarterly, half-yearly or annually.
- 4. **Adjustment of premium**
If the premium for any section of this Policy has been calculated on any estimated figures, the Insured shall, after the expiry of each period of insurance, furnish the Company with such particulars and information as the Company may require for the purpose of recalculation of the premium for such period. Any difference shall be paid by or to the Insured as the case may be.

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5. **Prevention of loss**

The Insured shall take all reasonable precautions for the care, safety, protection and maintenance of their property (moveable and/or immovable) 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 any 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 the 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 Company to reject any claim where such failure is material to the claim.

6. **Claims**

- (a) On the happening of any event which may result in a claim under this Policy the Insured shall, at their own expense
- (i) 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. If any claims are notified to the Insurer after 90days following the incident, or if the Insured has prejudiced the Company as a result of late notification, the Company reserves the right to repudiate the claim in its entirety due to late notification of the claim.
 - (ii) as soon as practicable after the event inform the police of any claim involving theft or (if required by the Company) loss of or damage to the property and take all practicable steps to discover the guilty party and to recover the stolen, lost or damaged property
 - (iii) as soon as practicable after the event submit to the Company full details in writing of any claim
 - (iv) Give the Company such proofs, information and sworn declarations as the Company may require and forward to the Company 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.
- (b) No claim (other than a claim under the business interruption, fidelity, stated benefits or group personal accident section or the personal accident (assault) extension under the money section, if applicable) shall be payable after the expiry of twenty four months or such further time as the Company may allow from the happening of any event unless the claim is the subject of pending legal action or is a claim in respect of the Insured's legal liability to a third party.
- (c) In the event of a claim being rejected and legal action not being commenced within 6 months after such rejection all benefit afforded under this Policy in respect of any such claim shall be forfeited.
- (d) If after the payment of a claim in terms of this Policy in respect of lost or stolen property the property (the subject matter of the claim) or any part thereof is located the Insured shall render all assistance in the identification and physical recovery of such property if called on to do so by the Company provided that the Insured's reasonable expenses in rendering such assistance shall be reimbursed by the Company. Should the Insured fail to render assistance in terms of this condition when called upon to do so the Insured shall immediately become liable to repay to the company all amounts paid in respect of the claim.

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

- (a) 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
- (i) 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
 - (ii) 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.

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- (b) The insured shall, at the expense 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.
- (c) In respect of any section of this Policy under which an indemnity is provided for liability to third parties the Company 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 Company shall thereafter not be under further liability in respect of such event.

8. **Fraud**

If any claim under this Policy is in any respect fraudulent or if any 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 Policy or if any event is occasioned by the wilful act or with the connivance of the Insured, the benefit afforded under this Policy in respect of any such claim shall be forfeited.

9. **Reinstatement of cover after loss (not applicable to stocks on a declaration basis or to any section where it is stated to be not applicable)**

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

10. **Breach of conditions**

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

11. **No rights to other persons**

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

General Provisions

A. **Claims preparation costs – Refer to Claims Preparation Costs Section**

B. **Payments on account**

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

C. **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 in the schedule for the applicable insured event.

D. **Members**

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

E. **Liability under more than one section**

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.

F. **Meaning of words**

The schedule(s) and any endorsement(s) 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.

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G. Premium payment

Premium is payable on or before the inception date or renewal date as the case may be.

The Company shall not be obliged to accept premium tendered to it after 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.

H. 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. The Hold Covered Period will be for a maximum of 168 hours, unless otherwise agreed to in writing by the Company.

I. Schedule sums insured blank: if, in a schedule of this Policy, the sum insured, limit of indemnity or compensation is:

- (i) left blank or has no monetary amount stipulated against it
- (ii) 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.

J. 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 rights recourse against the said security firm.

The Company shall not rise as a defence to any valid claim submitted under any section or subsection 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.

K. Post-trauma counselling

If following a defined event paid or payable by the Company, an Insured Person should sustain psychological trauma amounting to a Disability Event necessitating counselling by a qualified psychiatrist or psychologist, the Company will pay for the Insured Person's counselling expenses provided that:

1. the liability of the Company in respect of an accident or series of accidents arising from one cause will not exceed the limit of compensation stated in the schedule against this extension for any one Insured Person;
2. the limit of compensation stated in the schedule against this extension shall be payable in addition to any compensation payable for the defined event that necessitated the counselling.

L. Property Protection Costs

In addition to the sums insured, the Company will pay R 10,000 for costs necessarily incurred in protecting or attempting to protect any insured property following an insured event.