



ONE

EDUCATION SOLUTION
POLICY WORDING

EDUCATION

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 Your behalf and receipt thereof by or on Our behalf, the company specified in the schedule agrees to indemnify or compensate You by payment or, at Our option, 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. War, riot and terrorism

- (A) This policy does not cover loss of or damage to property related to or caused by:
- (i) 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 a 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 A (i), (ii), (iii), (iv), (v) or (vi) above.

If We allege that, by reason of clause A(i), (ii), (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 You.

- (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) 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(C) 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 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 We allege that, by reason of clause 1(C) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on You.

(D) Terrorist Activity - Nuclear, Biological, Chemical, Radioactive Materials Exclusion (NBCR)

The reinsurance provided under this Agreement shall not apply to the following:

All loss, cost or expense arising out of or related to, either directly or indirectly, any "NBCR Terrorist Activity" as defined herein, and any action taken to hinder, defend against or respond to any such activity. This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to such loss, cost or expense.

"NBCR Terrorist Activity" shall mean any deliberate, unlawful act that includes, involves or is associated with, in whole or in part, the use or threatened use of, or release or threatened release of, any nuclear, biological, chemical or radioactive agent, material, device or weapon, that:

1. is declared by any authorized governmental official to be or to involve terrorism, terrorist activity or acts of terrorism; or
2. is related, in whole or in part, to any intention to
 - a. promote, further or express opposition to any political, ideological, philosophical, racial, ethnic, social or religious cause or objective;
 - or
 - b. influence, disrupt or interfere with any government related operations, activities, or policies;
 - or
 - c. intimidate, coerce or frighten the general public or any segment of the general public; or
 - d. disrupt or interfere with a national economy or any segment of a national economy.

NBCR Terrorist Activity as described in section 2, above, shall be considered NBCR Terrorist Activity except where We can demonstrate to the Reinsurer that such activities or threats thereof were motivated solely by personal objectives of the perpetrator.

2. Asbestos [applicable to the Public Liability section, Employers Liability section 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 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.

Applicable to the Fire, Business Interruption and Buildings Combined sections

This policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically damaged during the period of insurance by one of these Listed Perils: fire; explosion; lightning; windstorm; hail; direct impact of vehicle; aircraft or vessel; riot or civil commotion, vandalism or malicious mischief; or accidental discharge of fire protective equipment

This coverage is subject to each of the following specific limitations:

1. The said building or structure must be insured under this Policy for damage by that Listed Peril.
2. The listed Peril must be the immediate, sole cause of the damage of the asbestos.

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3. Insurance under this Policy in respect of asbestos shall not include any sum relating to:
 - 3.1 Any faults in the design, manufacture or installation of the asbestos;
 - 3.2 Asbestos not physically damaged by the Listed Peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.

3. Nuclear and radioactive contamination

This policy does not cover any death, injury, sickness, loss, damage or liability for damages, or any consequential loss directly or indirectly caused by, arising out of, contributed by, or resulting from or in connection with:

- 3.1 nuclear reaction, nuclear radiation or radioactive contamination however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused
- 3.2 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- 3.3 the radioactive, toxic, explosive, or other hazardous or contaminating properties of any nuclear assembly or nuclear component thereof
- 3.4 any weapon or other device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 3.5 nuclear waste in whatever form

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

4. Detention, Confiscation and Forfeiture

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

5. Infectious Epidemic/Pandemics

Notwithstanding any provision to the contrary, this policy wording excludes any loss, damage, liability, claim, cost, or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 6.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- 6.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 6.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

6. Sanction Limitation

This policy shall not cover or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us or our Reinsurers 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, United States of America, African Union or South Africa.

7. Transmission and Distribution Lines (applies to Property and Engineering sections only)

This policy does not cover any death, injury, sickness, loss, damage or liability for damages, or any consequential loss directly or indirectly caused by, arising out of, contributed by, or resulting from or in connection with overhead transmission and distribution lines and their supporting structures other than those

on or within 50 meters of Your premises. It is understood and agreed that public utilities extension and/or suppliers' extension and/or contingent business interruption coverages are not subject to this exclusion, provided that these are not part of a transmitters' or distributors' policy.

8. **Biological or Chemical Material**

This policy does not cover any death, injury, sickness, loss, damage or liability for damages, or any consequential loss directly or indirectly caused by, arising out of, contributed by, or resulting from or in connection with actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

9. **Pollution and Contamination**

This policy does not cover any death, injury, sickness, loss, damage or liability for damages, or any consequential loss directly or indirectly caused by, arising out of, contributed by, or resulting from or in connection with contamination, pollution, soot, deposition, seepage, impairment with dust, chemical precipitation, adulteration, poisoning, impurity, epidemic and disease or due to any limitation or prevention of the use of objects because of hazards to health.

This exclusion in 9 does not apply if such loss or damage arises as a direct consequence of

- a) the perils
 - fire, lightning, explosion, impact of aircraft
 - vehicle impact, sonic boom
 - accidental escape of water from any tank apparatus or pipe
 - malicious damage
 - storm, hail
 - flood, inundation
 - earthquake
 - landslide, subsidence
 - snow pressure, avalanche
 - volcanic eruption
- or
- b) a physical damage of the type insured by the original policy which occurred on the insured premises. If a peril not excluded in this policy arises directly from pollution and/or contamination any loss or damage arising directly from that peril shall be covered.
- or
- c) an accidental spill or discharge resulting in an environmental event that necessitates clean-up and remediation or liability arising out of such discharge or spill (where this cover is selected)

10. **Electronic Smoking Devices, E-cigarettes, and E-liquids Exclusion (applies to liability sections only)**

This Policy excludes any liability, including all loss, cost, and expense, directly or indirectly arising out of, resulting as a consequence of, or related to, and whether or not there is a related cause of loss which may have contributed concurrently or in any sequence to a loss, cost, or expense:

- 10.1 An electronic smoking device including the design, manufacture, distribution, sale, maintenance, use, or repair thereof, or the inhalation of vapor delivered from an electronic smoking device. Electronic smoking device means a battery powered device that delivers a vaporized inhalable substance through a mouthpiece including but not limited to battery-powered cigarettes, pipes, cigars, hookahs, and vaporizers, other than steam inhalers, mist inhalers or vaporizers used for medical purpose.
- 10.2 E-liquids and/or e-juices including the design, manufacture, distribution, sale, maintenance or use. E-liquids and/or e-juices means nicotine solutions, flavouring or any other substance used in an electronic smoking device.

11. **Cyber and Data Exclusion**

11.1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

- 11.1.1 Cyber Loss or the fear or threat of Cyber Loss;
- 11.1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use,

reduction in functionality, repair, replacement, restoration, or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.

- 11.2. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 11.3. This exclusion supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

- 11.4. Cyber Loss means any loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing, or remediating any Cyber Act or Cyber Incident.
- 11.5. Cyber Act means an unauthorised, malicious, or criminal act or series of related unauthorised, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 11.6. Cyber Incident means:
- 11.6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 11.6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 11.7. Computer System means:
- 11.7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by You or any other party.
- 11.8. Data means information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a Computer System.

12. Electricity Grid Interruption Exclusion

Notwithstanding any provision of any section of this Policy including any Exclusion, Condition, Exception, Insured Peril, Extension or other provision not mentioned herein, this Policy does not cover any loss, damage, legal liability, claim, cost, exposure, expense or other sum of any nature, including any consequential losses, that is directly or indirectly, regardless of any other cause or event contributing concurrently or in any other sequence, caused by, related to, resulting from, or arising out of Electricity Grid Interruption (as defined below).

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

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

This exclusion does not apply to Loadshedding (defined below) which remains covered subject to the remaining terms and conditions set out in the policy.

If We allege that, by reason of this Electricity Grid Interruption Exclusion, any claim, loss, damage, legal liability, exposure, cost or expense is not covered, the burden of proving the contrary shall rest on You.

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

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 You against the defined events, We shall be liable to make good only a rateable proportion of the amount payable by or to You 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, Variation and Continuation of Cover**

(A) **Cancellation**

This policy or any section may be cancelled at any time by Us giving 31 days' notice in writing (or such other period as may be mutually agreed) or by You giving immediate notice. On cancellation by You We 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 Us, You 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 Us by the due date, this insurance shall be deemed to have been cancelled at midnight on the last day of the preceding period of insurance unless You 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 or
- c. each twelfth calendar month following the month of inception or the month of last payment where premium is payable quarterly, half-yearly or annually.

4. **Adjustment of premium**

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

5. **Prevention of loss**

You shall take all reasonable steps and precautions to prevent accidents or losses.

6. **Claims**

- (a) On the happening of any event which may result in a claim under this policy You shall, at their own expense

- (i) give notice thereof to Us as soon as reasonably possible and provide particulars of any other insurance covering such events as are hereby insured
 - (ii) as soon as practicable after the event inform the police of any claim involving theft or (if required by Us) loss of property and take all practicable steps to discover the guilty party and to recover the stolen or lost property
 - (iii) as soon as practicable after the event submit to Us full details in writing of any claim
 - (iv) give Us such proofs, information and sworn declarations as We may require and forward to Us immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against You in connection with the event giving rise to the claim
- (b) No claim (other than a claim under the business interruption, fidelity, or group personal accident section or the personal accident (assault) extension under the money section, if applicable) shall be payable after the expiry of 24 months or such further time as We 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 Your legal liability to a third party.
- (c) No claim shall be payable unless You claim payment by serving legal process on Us within 6 months of the rejection of the claim in writing and pursues such proceedings to finality.
- (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, You shall render all assistance in the identification and physical recovery of such property, if called on to do so by Us, provided Your reasonable expenses in rendering such assistance shall be reimbursed by Us.
Should You fail to render assistance in terms of this condition when called upon to do so, We shall immediately become liable to repay to Us 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, We and every person authorised by Us may, without thereby incurring any liability and without diminishing Our rights, 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 Your leave and licence to Us to do so. You shall not be entitled to abandon any property to Us whether taken possession of by Us or not
 - (ii) take over and conduct in Your name the defence or settlement of any claim and prosecute in Your name for Your 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 You without Our written consent.
- (b) You shall, at Our expense, do and permit to be done all such things as may be necessary or reasonably required by Us for the purpose of enforcing any rights to which We shall be, or would become, subrogated upon Your indemnification 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, We may, upon the happening of any event, pay to You 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 We 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 You or anyone acting on Your 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 Your connivance, the benefit afforded under this policy in respect of any such claim shall be forfeited.

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9. **Reinstatement of cover after loss (not applicable 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, You shall pay additional premium in 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.
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 You. Any extension providing indemnity to any other person other than You shall not give any rights of claim to such person, the intention being that You shall claim on behalf of such person. Receipt by You shall in every case be a full discharge to Us.

General provisions

Subject to the provisions of Section 55 of the Short-Term Insurance Act No 33 of 1998 (as amended)

- A. **Claims preparation costs**
The cover on each section of this policy is extended to include costs reasonably incurred by You in producing and certifying any particulars or details required by Us in terms of general condition 6 or to substantiate the amount of any claim, provided that Our liability for such costs in respect of any one claim shall not exceed the limit as stated in the schedule.
- B. **Payments on account**
In respect of any section where amounts recoverable from Us are delayed pending finalisation of any claim, payments on account may be made to You, if required, at Our discretion.
- 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 shown in the schedule for the applicable defined event.
- D. **Liability under more than one section**
We 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.
- E. **Meaning or 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.
- F. **Premium payment**
Premium is payable on or before the inception date or renewal date as the case may be. We 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.
- G. **Holding covered**
If We are holding covered on a risk, they will not reject a claim on the basis that the premium has not been agreed.
- H. **Schedule sums insured blank**
If, in a schedule of this policy, the sum insured, limit of indemnity or compensation is :

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- (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 circumstances shown in the schedule is not insured by the policy.

I. Security firms

If an employee of a security firm employed by You under a contract, causes loss or damage, We agree, if in terms of the said contract You may not claim against the said security firm to not to exercise their rights of recourse against the said security firm.

We shall not raise as a defence to any valid claim submitted under any section or subsection of this policy that Our rights have been prejudiced by the terms of any contract entered into between You and any security provider relating to the protection of Your property.

J. Post Trauma Counselling

If as a result of an event causing trauma to a pupil or teacher, the company shall pay costs necessarily incurred for the post-trauma counselling, The limit of indemnity for this extension shall not exceed the amount stated in the schedule

K. Insurable Interest

We recognise Your insurable interest in terms of the provisions of the school's Act no. 84 of 1996 as well as any proposed/future amendments to the School's Act.

Notwithstanding the payment of salaries by a Department of Education, all members of staff are regarded, for purposes of this policy, as being employees

FIRE

Defined events

Damage to the whole or part of the property described in the schedule, owned by You or for which You are responsible, including alterations by You as tenants to the building and structures below.

Insured Perils

1. fire
2. lightning or thunderbolt
3. explosion
4. water tank
Leakage by bursting, overflowing or escape of water or oil from tanks, apparatus or pipes, including any fixed water or oil-fired or gas heating installation, including damage to such tanks, apparatus or pipes including firefighting appliances but excluding damage as a result of wear and tear and gradual deterioration. The limit of indemnity for the replacement of water tank apparatus is limited to R7500
5. Earthquake, damage caused by earthquake but excluding damage to property in the underground workings of any mine.
6. Weather shall mean storm, wind, water, hail or snow excluding damage to property
 - (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 building structures and plant designed) Unless so described
to exist or operate in the open) and specifically
 - (e) in any structure not completely roofed) insured as a separate
 - (f) being retaining walls) item
7. impact by aircraft and other aerial devices or articles dropped there from
8. 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.

This section does not cover

1. wear and tear or gradual deterioration.
2. damage caused or aggravated by
 - (a) leakage or discharge from any sprinkler or drencher system or other fire extinguishing installations or appliances in the buildings insured hereby or in buildings containing property insured hereby
 - (b) subsidence or landslip
 - (c) Your failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimisation of any damage.

9. Leakage from any fire extinguishing installation /appliance

Damage caused by discharge or leakage from fire extinguishing installations/appliances.

If a first loss limit is shown against this peril in the schedule, the amount of such limit shall be Our maximum liability 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 We 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 You 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 peril only, specific exception 1 to this section is deleted.

10. Subsidence and landslip extension definitions

Definitions applying to Limited Cover

- (a) **Subsidence:**
the downward movement of a site on which Buildings may or may not stand, from causes unconnected with the Building
- (b) **Landslip:**
the downward or sideways movement of sloping ground resulting from the action of self-weight stresses and imposed loadings exceeding the available strength of the ground, including liquefaction
- (c) **Heave:**
movement of the Building upwards and outwards as a result of an excess of water causing the ground to expand
- (d) **Settlement:**
the downward movement of a site due to the application of superimposed loading which is the wholly natural effect of superimposing a load on a site and it is unpredictable

Subsidence and landslip (if stated in the schedule to be included)

Cover is extended to include loss of or damage to the Building caused by subsidence, landslip or heave of the land supporting the Building provided such loss or damage is not caused by or does not arise from:

- (a) excavations other than mining excavations
- (b) alterations, additions, or repairs to the Building
- (c) the compaction of infill
- (d) defective design, materials, or workmanship
- (e) settlement, shrinkage, creeping, heaving or expansion of the Building
- (f) or is aggravated as a result of dolomite or limestone
- (g) any gradual movement of the site upon which the property is constructed
- (h) damage to drains, water courses, boundary walls, retaining walls (unless specifically agreed in writing), gates, posts, and fences
- (i) faulty design or construction of, or the removal or weakening of support to any Building situated at the Insured Property
- (j) workmen engaged in making any structural alterations, additions or repairs to any Building situated at the Insured Property
- (k) active soils
- (l) solid floor slabs or any other part of the Building resulting from the movement of such slabs, unless the foundations supporting the external walls of the Building are damaged at the same cause at the same time
- (m) interference, removal or weakening of support to any Building
- (n) the rise in the water table or pressure caused by it, including acid mine
- (o) leaking taps, leaking pipes or leaking swimming pools
- (p) coastal or river erosion

We will not be liable for:

- (a) work necessary to prevent further loss or damage due to subsidence, heave or landslip
- (b) consequential loss of any kind whatsoever
- (c) damage existing at commencement of cover

In the event of loss or damage to the Buildings You will be responsible for any first amount payable in the Schedule calculated at 1% of the sum insured for the Building as stated in the schedule

11. Malicious Damage

Damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such damage other than damage to

1. movable property which is
 - (a) stolen
 - (b) damaged in an attempt to remove it or part of it from any premises owned or occupied by You.
2. movable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by You
3. immovable property owned or occupied by You occasioned by or through or in consequence of
 - (a) the removal or partial removal or any attempt thereof
 - (b) the demolition or partial demolition or any attempt thereof of

the said immovable property or any part thereof with the intention of stealing any part thereof. provided that this extension does not cover

- (a) damage related to or caused by fire or explosion
- (b) consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured
- (c) damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation
- (d) damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
- (e) damage related to or caused by any occurrence referred to in General exception 1 (A) (i), (ii), (iii), (iv), (v) or (vi) 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 You allege that, by reason of proviso (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on You.

If any building insured or containing Your property becomes unoccupied for 30 consecutive days, the insurance in respect of this extension is suspended as regards the property affected unless You, before the occurrence of any damage, obtains Our written agreement to continue this extension.

During the period of the initial unoccupancy of 30 consecutive days, You shall become a co-insurer with Us and shall bear a proportion of any damage equal to 20% of the claim before deduction of any first amount payable.

13. Riot and strike (other than RSA and Namibia)

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 :

- (i) civil commotion, labour disturbances, riot, strike or lockout;
- (ii) 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;

- (a) loss or damage occurring in the Republics of South Africa and Namibia;
 - (b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
 - (c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
 - (d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
 - (e) loss or damage related to or caused by any occurrence referred to in General exception 1 (A) (ii), (iii), (iv), (v) or (vi) 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.
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If We allege that, by reason of proviso (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on You.

Specific exceptions

1. This section does not cover earthquake (whether arising from mining operations or otherwise) unless added as an additional peril, volcanic eruption or other convulsion of nature (other than subterranean fire).

Any damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be damage, which is not covered by this insurance, except to the extent that You shall prove that such damage happened independently of the existence of such abnormal conditions. In any action, suit or other proceedings where We allege that, by reason of this exception, any damage is not covered by this insurance, the burden of proving the contrary shall be on You.

2. Unless specifically included, this insurance does not cover
 - (i) damage to property occasioned by its undergoing any heating or drying process
 - (ii) 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.

Specific condition

Average

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 You 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

Clauses and extensions

Contents of Refrigerators and Freezers extension

In the event of deterioration of foodstuffs contained in any refrigerator/deep-freeze unit at Your premises as a result of breakdown or accidental damage to the unit We will indemnify You in respect of the contents up to an amount of R5 000. You are responsible for the first R500 of any loss.

Designation of property clause

For the purpose of determining where necessary the column under which any property is insured, We agree to accept the designation under which such property has been entered in Your books.

All other contents clause

The term all other contents referred to in the definition of property under column 3 of the schedule includes, but is not restricted to personal effects, tools and pedal cycles, Your property or employees of Yours in so far as such property is not otherwise insured.

The benefit under this extension is limited to R5 000 for any one individual in respect of property lost or damaged whilst on Your premises.

Limitations clause

Our liability under column 3 of the schedule is restricted in respect of

- (a) money and stamps to a limit of R5 000
- (b) 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.

Alterations and misdescription clause

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 Us as soon as practicable after such event and You agree to pay additional premium if required.

Architects' and other professional fees clause

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 15 percent of the amount payable in respect of such damage and 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 Your claim.

Capital additions clause

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 15 percent of the sum insured thereon, it being understood that You undertake to advise Us each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

Cost of demolition and clearing an erection of hoardings/boarding up clause

The insurance under this section includes costs necessarily incurred by You 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.

We 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

Emergency Service Charges Clause

If any public authority empowered to do so shall charge You with any costs arising from their activities in dealing with the consequences of an insured peril having operated such costs will be deemed to be damage to the insured property and will be payable in addition to any other payment for which We may be liable in terms of this insurance.

Municipal plans scrutiny fee clause

This 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 clause

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
 - (a) the cost incurred in complying with any of the aforesaid regulations
 - (i) in respect of damage occurring prior to granting of this clause
 - (ii) in respect of damage not insured under this section
 - (iii) under which notice has been served upon You prior to the happening of the damage
 - (iv) 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

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- (b) 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
 - (c) 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 despatch and may be carried out wholly or partially upon another site (if the aforesaid regulations so necessitate) subject to Our liability under this clause not being thereby increased
 3. if Our liability 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 Our liability 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.

Reinstatement value conditions clause

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 Your requirements subject to Our liability not being thereby increased) must be commenced and carried out with reasonable despatch, otherwise no payment, beyond the amount which would have been payable if these reinstatement value conditions had not been incorporated therein, shall be made
2. until expenditure has been incurred by You in replacing or reinstating the property, We 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 You 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
 - (a) You fail to intimate to Us within six months of the date of damage or such further time as We may in writing allow, Your intention to replace or reinstate the property
 - (b) You are unable or unwilling to replace or reinstate the property on the same or another site

Temporary removal clause

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 Republics of South Africa and Namibia, Botswana, Kingdoms of Lesotho and, Eswatini, Zimbabwe and Malawi

provided that

1. unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, Our liability shall not exceed 15 percent of the sum insured applicable to any item

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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

Tenants clause

Our liability to You shall not be affected by any act or omission on the part of any owner of a building or any tenant (other than You) without the Your knowledge. You shall, however, inform Us as soon as such act or omission which is a contravention of any of the terms, exceptions or conditions of this section comes to Your knowledge and will be responsible for any additional premium payable from the date any increased hazard shall be assumed by Us.

Public supply connections clause

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

Escalator clause extension (if stated in schedule to be included)

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, You shall notify Us 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% of the premium produced by applying the percentage specified to the annual premium for the sum insured to which this extension applies.

Electrical power surge extension

We shall indemnify You for damage to Your machinery, electronic or electrical equipment insured under the Fire, Buildings Combined, Contents, and Office Contents sections, caused directly by a power surge on the power line subject to the limits as set out in the Schedule. There will be no consequential loss cover such as but not limited to deterioration of stock or business interruption.

You shall be responsible for the following excess:

- (a) 10% of claim min R2 000 if the main electrical distribution board of the Property is protected with a surge protector, lightning arrestors or other protection device installed by a qualified electrician and certified to be compliant with SANS 10142-1 regulations,
- (a) 35% of claim min R5 000 if the main electrical distribution board of the Property is not protected by a surge protector, lightning arrestor or other protection device installed by a qualified electrician and certified to be compliant with SANS 10142-1 regulations.

Locks and keys extension

In addition to the limit of indemnity stated in the schedule, We will indemnify You in respect of the cost of replacing locks and keys (including electronic access cards) to any insured premises following upon the disappearance of any key to such premises or following upon You having reason to believe that any unauthorised person may be in possession of a duplicate of such key, provided that Our liability shall not exceed the amount stated in the schedule in respect of any one event

BUILDINGS COMBINED

Defined Events

1. Damage by the perils described
 - (a) in sub-section A to the buildings 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), sporting and recreational structures including swimming pools, grandstands, flood lights, specially prepared tracks, pitches and hard standing playing surfaces and thatched structures or lapas (these structures must be a minimum of 5 metres from any other structure, unless otherwise agreed in writing) up to the limit stated in the schedule for any one premises, 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.
 - (b) in sub-section B to public supply connections situated as stated in the schedule.
2. Loss of rent as provided in sub-section C.
3. Legal liability as provided for in sub-section D.

Sub-section A (Property) – Insured Perils

1. Fire, lightning, thunderbolt, subterranean fire, explosion
2. Weather shall mean storm, wind, water, hail or snow other than
 - (a) that arising from its undergoing any process necessarily involving the use or application of water
 - (b) wear and tear or gradual deterioration
 - (c) loss or damage
 - (i) to retaining walls
 - (ii) caused or aggravated by
 - subsidence or landslip
 - Your failure to take all reasonable precaution for the maintenance and safety of the property insured and for the minimisation of any destruction or damage
3. 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
4. Impact by aircraft and other aerial devices or articles dropped therefrom
5. Impact by animals, trees, aerials, satellite dishes, flood lights or vehicles excluding damage to such animals, trees, aerials, satellite dishes, flood lights, vehicles or property in or on such vehicles
6. Theft (or any attempt thereat does not apply to contents cover,) 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 consecutive days, this item is suspended as regards the property affected unless You before the occurrence of damage obtains Our written agreement to continue this extension. During the period of the initial unoccupancy of 30 consecutive days excluding school holidays, You shall become a co-insurer with Us and shall bear a rateable proportion of any damage equal to 20% of the claim before deduction of any first amount payable.
7. Accidental damage to sanitary ware, but the amount payable will be reduced by R250 for each and every such damage. The limit of indemnity shall not exceed the amount stated in the schedule
8. Accidental damage caused by :
 - + leakage or discharge from fire extinguishing installations/appliances
 - + leakage of oil from fixed oil heating installations

9. Leakage by bursting overflowing or escape of water or oil from tanks, apparatus or pipes, including any fixed water or oil fired or gas heating installation, including damage to such tanks, apparatus or pipes including fire fighting appliances excluding damage as a result of wear and tear and gradual deterioration.

10. Subsidence and landslip extension definitions

Definitions applying to both Limited and Extended Cover

(a) **Subsidence:**

the downward movement of a site on which Buildings may or may not stand, from causes unconnected with the Building

(b) **Landslip:**

the downward or sideways movement of sloping ground resulting from the action of self-weight stresses and imposed loadings exceeding the available strength of the ground, including liquefaction

(c) **Heave:**

movement of the Building upwards and outwards as a result of an excess of water causing the ground to expand

(d) **Settlement:**

the downward movement of a site due to the application of superimposed loading which is the wholly natural effect of superimposing a load on a site and it is unpredictable

Subsidence and landslip – Limited Cover (if stated in the schedule to be included)

Cover is extended to include loss of or damage to the Building caused by subsidence, landslip or heave of the land supporting the Building provided such loss or damage is not caused by or does not arise from:

- (a) excavations other than mining excavations
- (b) alterations, additions, or repairs to the Building
- (c) the compaction of infill
- (d) defective design, materials, or workmanship
- (e) settlement, shrinkage, creeping, heaving or expansion of the Building
- (f) or is aggravated as a result of dolomite or limestone
- (g) any gradual movement of the site upon which the property is constructed
- (h) damage to drains, water courses, boundary walls, retaining walls (unless specifically agreed in writing), gates, posts, and fences
- (i) faulty design or construction of, or the removal or weakening of support to any Building situated at the Insured Property
- (j) workmen engaged in making any structural alterations, additions or repairs to any Building situated at the Insured Property
- (k) active soils
- (l) solid floor slabs or any other part of the Building resulting from the movement of such slabs, unless the foundations supporting the external walls of the Building are damaged at the same cause at the same time
- (m) interference, removal or weakening of support to any Building
- (n) the rise in the water table or pressure caused by it, including acid mine
- (o) leaking taps, leaking pipes or leaking swimming pools
- (p) coastal or river erosion

We will not be liable for:

- (a) work necessary to prevent further loss or damage due to subsidence, heave or landslip
- (b) consequential loss of any kind whatsoever
- (c) damage existing at commencement of cover

In the event of loss or damage to the Buildings You will be responsible for any first amount payable in the Schedule calculated at 1% of the sum insured for the Building as stated in the schedule

Subsidence and landslip - Extended Cover (if stated in the schedule to be included)

This full cover is dependent upon a satisfactory Geo-Technical report that is acceptable to Us and after We have agreed to provide the Full Cover in writing. We may require further reports from engineers and other professional bodies

We shall indemnify You for damage caused by subsidence, landslip or heave, provided that You will bear the first portion of each and every claim up to an amount calculated at 1% of the sum insured for the Building as stated in the schedule

This extension does not cover:

- (a) damage to drains, water courses, boundary walls, gates, posts and fences unless specifically insured
- (b) damage caused or attributable to:
 - i) faulty design or construction of, or the removal or weakening of support to any Building situated at the Insured Property
 - ii) workmen engaged in making any structural alterations, additions or repairs to any Building situated at the Insured Property
 - iii) excavation on or under land other than mining excavations
- (c) consequential loss of any kind whatsoever except for loss of rent
- (d) normal settlement, shrinkage or expansion of the Building
- (e) active soils, except where professional engineering design precautions have been implemented during construction
- (f) the densification of made up ground or infill or by inadequate compacting of filling
- (g) damage from a cause which existed prior to the commencement of the policy
- (h) solid floor slabs or any other part of the Building resulting from the movement of such slabs, unless the foundations supporting the external walls of the Building are damaged at the same cause at the same time
- (i) work necessary to prevent further destruction or damage due to subsidence or landslip except where appropriate design precautions were implemented during the original construction of the Building and any subsequent additions thereto
- (j) In any action suit or other proceeding where We allege that, by reason of the provisions of this extension, any damage is not covered by this insurance, the burden of proving the contrary will be upon You.

11. Malicious Damage

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained herein, this section is extended to cover loss or damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such loss or damage other than loss of or damage to

- 1. Movable property which is
 - 1.1 stolen
 - 1.2 damaged in an attempt to remove it or part of it from any premises owned or occupied by You
- 2. Movable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned by You
- 3. Immovable property owned or occupied by You occasioned by or through in consequence of
 - 3.1 the removal or partial removal or any attempt thereof of
 - 3.2 the demolition or partial demolition or any attempt thereof ofthe said immovable property or any part thereof with the intention of stealing any part thereof.

Provided that this section does not cover

loss or damage related to or caused by fire or explosion

- (a) consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured
 - (b) loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation
 - (c) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation,
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- commandeering or requisition by any lawfully constituted authority
- (d) loss or damage related to or caused by any occurrence referred to in General exception 1 (A) (i), (ii), (iii), (iv), (v) or (vi) 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 We allege that, by reason of proviso (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of providing the contrary shall rest on You.

If any buildings insured or containing the insured property becomes unoccupied for 30 consecutive days the insurance in respect of this extension is suspended as regards the property affected unless You, before the occurrence of any damage obtains Our written agreement to continue this extension.

During the period of the initial unoccupancy of 30 consecutive days You shall become co-insurer with Us and shall bear a proportion of any damage equal to 20% of the claim before deduction of any first amount payable.

Specific condition (not applicable to 7 above) Average

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 You 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.

Sub-section B (Public supply connections)

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

Sub-section C (Rent)

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 25 per cent 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.

Sub-section D (Liability)

Damage for which You 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 Your ownership thereof.

The limit of indemnity

The amount payable inclusive of any legal costs recoverable from You by a claimant or any number of claimants and other costs and expenses incurred with Our consent for any one event or series of events with one original cause or source shall not exceed the amount of R1 000 000

Specific exceptions (applicable to sub-section D)

We will not indemnify You under this sub-section in respect of

1. injury or damage sustained by
 - (a) any member of the same household as You
 - (b) any person employed by You under a contract of service and arising directly from and in the course of such employment by You
 - (c) any other person resulting from the ownership of or use by or on behalf of You, of mechanically propelled vehicles (except pedal cycles and lawnmowers)
2. Damage to property
 - (a) (i) belonging to You

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- (ii) in Your custody or control or any employee Yours
 - (b) 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 You notwithstanding such agreement
 - 4. (a) 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 seepage, pollution or contamination is caused by a sudden unintended and unforeseen occurrence
 - (b) the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence
- This exception shall not extend the policy to cover any liability which would not have been insured under this policy in the absence of this exception
- 5. fines, penalties, punitive, exemplary, or vindictive damages
 - 6. (a) damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republics of South Africa and Namibia, Botswana, Kingdoms of Lesotho and Eswatini
 - (b) costs and expenses of litigation recovered by any claimant from You which are not incurred in and recoverable in the area described in 6(a) above

Memoranda to sub-section D

- 1. Where more than one Person is named in the schedule, We will indemnify each Person separately and not jointly and any liability arising between such Person 'shall be treated as though separate policies had been issued to each, provided that Our aggregate shall not exceed the limit of indemnity stated in the schedule.
- 2. Provided that Our aggregate liability is not increased beyond the limit of indemnity stated, We will also indemnify as though a separate policy had been issued to each
 - (a) in the event of Your death, any personal representative of Yours in respect of liability incurred by You
 - (b) any partner or director or member or employee of Yours (if You so request) against any claim for which You 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

Clauses and extensions

Security firms (applicable to sub-section D – Liability)

Notwithstanding specific exception³, in terms of a contract with a security firm engaged in the course of Your business (as owner of the premises specified in the schedule) to protect Your property at the premises stated in the schedule, You become legally liable for the acts or omissions of the employees of the security firm in the course of their employment at these premises, then this sub-section includes such legal liability to the extent that indemnity would have been granted under this sub-section had the said employees been under a contract of service to You and not the security firm, but not exceeding the limit of liability stated in the schedule for this sub-section.

If, at the time of an occurrence giving rise to a claim, the security firm is entitled to indemnify under any other policy in respect of the same event, We shall not be liable to make any payment except in respect of any amount above the amount under such other policy.

Architects' other professional fees clause

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 15 per cent of the amount payable in respect of such damage and 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 Your claim.

Accidental damage to machinery and equipment in the open extension includes the following: pumps or machinery for swimming pools, jacuzzi's, boreholes (excluding windmills) generators and/or electrical gate motors or garage door motors, excluding loss or damage caused by wear and tear, lack of maintenance or any process of cleaning, repairing, altering, or restoring, gradual deterioration, mechanical or electrical breakdown, failure or derangement. The limit of indemnity for this extension shall not exceed the amount stated in the schedule

Refrigerator Stock extension

In the event of deterioration of foodstuffs/stock contained in any refrigeration or freezer unit caused by

- i) accidental, unforeseen and sudden physical damage to the refrigeration machinery
- ii) contamination by refrigeration fumes arising as a direct result of unforeseen and sudden physical damage to the unit.

We will indemnify You for loss of such foodstuffs/stock up to the limit as stated in the schedule

This cover operates only whilst the unit is the subject of a manufacturers guarantee or warranty or a maintenance contract,

Provided always that We shall not indemnify You in respect of deterioration of foodstuffs/stock in consequence of:

- i) wear and tear or gradual deterioration of the refrigeration machinery
- ii) failure of recording devices of temperature monitoring controls
- iii) expendable and exchangeable components of the refrigeration machinery

Capital additions clause

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 15 per cent of the sum insured thereon, it being understood that You undertake to advise Us 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 clause

The insurance under this section includes costs necessarily incurred by You 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.

We 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.

Emergency Service Charges

If any public authority empowered to do so shall charge You with any costs arising from their activities in dealing with the consequences of an insured peril having operated such costs will be deemed to be damage to the insured property and will be payable in addition to any other payment for which We may be liable in terms of this insurance.

Municipal plans scrutiny fee clause

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 clause

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 or parliament or ordinance of any provincial, municipal or other local authority, provided that

1. the amount recoverable under this clause shall not include
 - (a) the cost incurred in complying with any of the aforesaid regulations
 - (i) in respect of damage occurring prior to granting of this clause
 - (ii) in respect of damage not insured by this section
 - (iii) under which notice has been served upon You prior to the happening of the damage
 - (iv) 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
 - (b) 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
 - (c) 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 despatch and may be carried out wholly or partially upon another site (if the aforesaid regulations so necessitate) subject to Our liability under this clause not being thereby increased
3. if Our liability 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 Our liability 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.

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 Your requirements subject to Our liability not being thereby increased) must be commenced and carried out with reasonable despatch, 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 You in replacing or reinstating the property, We 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 You 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
 - (a) You fail to intimate to Us within six months of the date of damage, or such further time as We may in writing allow Your intention to replace or reinstate the property
 - (b) You are unable or unwilling to replace or reinstate the property on the same or another site.

Temporary removal clause

Except in so far as otherwise insured, landlord's fixtures and fittings are covered while temporarily removed to any other premises including transit by road, rail or inland waterway anywhere within the Republics of South Africa and, Namibia, Botswana, Kingdoms of Lesotho, Eswatini, Zimbabwe and Malawi provided that the amount payable under this clause shall not exceed that which would have been payable had the loss occurred on the premises from which the property is temporarily removed.

Tenants clause

Our liability to You shall not be affected by any act or omission on the part of any tenant (other than You) without Your knowledge. You shall, however, inform Us 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 Us.

Escalator clause extension (if stated in the schedule to be included)

During each period of insurance, the sum(s) insured under sub-section A 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, You shall notify Us 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% of the premium produced by applying the percentage specified to the annual premium for the sum insured to which this extension applies.

Inflation clause (if stated in the schedule to be included)

The insurer will adjust the sums insured in line with current economic conditions for the next period of insurance from renewal date.

Geyser, geyser solar panels and equipment, water containers, water tanks, water apparatus or waterpipes

Cover only applies to SABS approved equipment.

Bursting and other accidental damage to the above property of Yours installed in and forming part of the buildings or structures as stated in the schedule provided that:

- (a) if any building or structure insured becomes unoccupied for more than 30 (thirty) consecutive days, the insurance in respect of this extension is suspended unless the power supply to any geyser, other water heating device or water receptacle under pressure due to a power supply source was switched off at the distribution board;
- (b) only water pipes connected to and within 1 meter of any insured geyser, water container, water tank or water apparatus are covered by this extension. Water pumping machinery (if stated in the schedule to be included)

Exclusions

Loss or damage directly or indirectly caused by or arising from:

- i. incorrect or defective design
- ii. defective materials, workmanship, design, inherent faults and hidden deficiencies discovered or arising within the first year of installation or whilst still under the manufacturers guarantee

The limit of indemnity for this extension shall not exceed the amount stated in the schedule

Cancellation of Special Event

We shall reimburse the expenses incurred and not refundable due to a special event not being able to take place as a result of:

- i Non-appearance of participants other than You as a consequence of illness, accident, or death
- ii Rain, windstorm or hail in the case of open-air events

- iii Illness, accident or death of more than 50% of the participants

The following definitions shall apply:

Special event	Shall mean any Educational, Cultural or Sporting event organised by the school.
Illness	Any sickness or illness confirmed by medical certificate.
Accident	Injury caused by accidental, violent, external and visible means
Rain, windstorm and hail	Of sufficient intensity and/or strength to cause potential damage to property or injury to persons.

The limit of indemnity for this extension shall not exceed the amount stated in the schedule

Security Guard Cost to Temporarily Safeguard Premises

It is hereby noted and agreed that the insurance under this section is extended to include all reasonable costs and expenses incurred by You by taking such temporary measures to safeguard the premises, as may be reasonably necessary to mitigate further losses, after loss of or damage to the insured property by any insured peril. The limit of indemnity for this extension shall not exceed the amount stated in the schedule

Locks, Keys and Remote Controls

We will indemnify You in respect of the cost of replacing locks, keys, electronic access cards or remote-control units to any building at Your premises following upon the disappearance of any key, access card or remote to such building(s) or following upon You having reason to believe that any unauthorised person may be in possession of a duplicate of such key, card or remote provided that:

- i. cover is restricted to buildings containing Your property where such property is insured under any section of this policy for theft out of such buildings;
- ii. in respect of access cards or remote controls, cover is restricted to the reasonable costs of reprogramming of the remotes, access cards or the system where it is not necessary to replace the remotes or access cards.

The limit of indemnity for this extension shall not exceed the amount stated in the schedule

Electrical power surge extension

We shall indemnify You for damage to Your machinery, electronic or electrical equipment insured under the Fire, Buildings Combined, Contents, and Office Contents sections, caused directly by a power surge on the power line subject to the limits as set out in the Schedule. There will be no consequential loss cover such as but not limited to deterioration of stock or business interruption.

You shall be responsible for the following excess:

- (a) 10% of claim min R2 000 if the main electrical distribution board of the Property is protected with a surge protector, lightning arrestors or other protection device installed by a qualified electrician and certified to be compliant with SANS 10142-1 regulations,
- (b) 35% of claim min R5 000 if the main electrical distribution board of the Property is not protected by a surge protector, lightning arrestor or other protection device installed by a qualified electrician and certified to be compliant with SANS 10142-1 regulations.

Damage to Garden and Water features

We will pay the cost necessarily incurred by You in respect of restoring landscaped gardens, water features and statues (including the cost for replacement of trees, plants or shrubs on the Insured premises) following loss or damage by fire, lightning, thunderbolt, subterranean fire, special perils, earthquake, malicious damage and explosion or as a result of any emergency service operating at the insured premises as a result of an insured peril. The limit of indemnity for this extension shall not exceed the amount stated in the schedule

Removal of Fallen Trees .

Cover includes the cost necessarily incurred by You in respect of the removal of fallen trees from the premises irrespective if the tree caused damage or not. Cover is excluded where such trees were dead prior to such event or were subject to prior rot, decay or disease affecting the strength and stability of the tree(s). The limit of indemnity for this extension shall not exceed the amount stated in the schedule.

Leakage of Water

Cover is extended to include the cost for the loss of water. The limit of indemnity for this extension shall not exceed the amount stated in the schedule

Goods in the Open

Cover includes any item specifically designed to exist or operate in the open or any structure not completely roofed, damaged by an insured peril. The limit of indemnity for this extension shall not exceed the amount stated in the schedule

Sporting and Recreational Structures

Cover includes swimming pools, grandstands and tennis courts and all other sporting and recreational structures damaged by an insured peril. The limit of indemnity for this extension shall not exceed the amount stated in the schedule

Theft of Fixtures and Fittings, Equipment and Structures in the Open

Defined events, Sub-Section A Property, Peril 6 is extended to cover loss of:

- (a) Theft of landlord's fixtures and fittings forming part of the insured buildings unaccompanied by forcible and violent entry into or exit from the insured building.
- (b) Theft of structures and equipment not forming part of an insured building, designed to exist and operate in the open, unaccompanied by forcible and violent entry into or exit from the insured premises.

The limit of indemnity for this extension shall not exceed the amount stated in the schedule

Accidental Breakage of Glass

Cover includes loss of or damage to external glass. Unless specifically agreed, it is assumed that all glass insured under this section is plain glass or float glass not thicker than 6mm.

The limit of indemnity for this extension shall not exceed the amount stated in the schedule

Accidental Damage to Antennae, Satellite Dishes and Aerial Systems

The limit of indemnity for this extension shall not exceed the amount stated in the schedule in respect of collapse or breakage of radio or television antennas and satellite dishes, as well as damage to these items if they form a fixed part of an insured building.

Accidental Damage to Swimming Pools

Accidental damaged by an insured peril to swimming pools. The limit of indemnity for this extension shall not exceed the amount stated in the schedule

External signs, blinds and canopies extension

The insurance granted by this Section includes loss of or damage to fixed external signs, blinds and canopies of the Insured or for which the Insured is responsible up to an amount not exceeding limit as stated in the schedule any one item and in total in respect of any one event.

CONTENTS

Defined events

1. Damage by the perils described:
 - a. in sub-section A to the contents 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,

Sub-section A Property – Insured Perils

1. Fire, lightning, thunderbolt, subterranean fire, explosion (but specifically excluding power surge unaccompanied by lightning or thunderbolt).
2. Weather shall mean storm, wind, water, hail or snow other than:
 - a. that arising from its undergoing any process necessarily involving the use or application of water
 - b. wear and tear or gradual deterioration
 - c. loss or damage:
 - i. caused or aggravated by:
 - Your failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimisation of any destruction or damage.
3. Earthquake.
4. Impact by aircraft and other aerial devices or articles dropped there from.
5. Impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes, vehicles or property in or on such vehicles.
6. Theft (or any attempt thereat) accompanied by forcible and violent entry into or exit from such building is limited as stated in the schedule
7. Leakage by bursting, overflowing or escape of water or oil from tanks, apparatus or pipes including any fixed water or oil-fired heating installation but excluding damage as a result of wear and tear and gradual deterioration
8. **Malicious damage**

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained herein, this section is extended to cover loss or damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such loss or damage other than loss or damage to:

 1. movable property which is
 - a. stolen
 - b. damaged in an attempt to remove it or part of it from any premises owned or occupied by You.
 2. movable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by You
 3. immovable property owned or occupied by You occasioned by or through or in consequence of
 - a. the removal or partial removal or any attempt thereat of
 - b. the demolition or partial demolition or any attempt thereat of the said immovable property or any part thereof with the intention of stealing any part thereof,provided that this extension does not cover:
 - a. loss or damage related to or caused by fire or explosion
 - b. consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured
 - c. loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation
 - d. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawful constituted authority
 - e. loss or damage related to or caused by any occurrence referred to in General exception 1 A, a, b, c, d, e or f, 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 We allege that, by reason of proviso a, b, c or d, loss or damage is not covered by this section, the burden of proving the contrary shall rest on You.

If any building insured or containing the insured property becomes unoccupied for 30 consecutive days the

insurance in respect of this extension is suspended as regards the property affected unless You, before the occurrence of any damage obtains Our written agreement to continue this extension.

During the period of the initial un-occupancy of 30 consecutive days You shall become a co-insurer with Us and shall bear a proportion of any damage equal to 20% of the claim with a maximum of R5 000 000 before deduction of any first amount payable.

9. Riot and strike (other than RSA and Namibia) (if stated in the schedule to be included)

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein sub-sections A, B and C of this section are extended to cover loss or damage directly occasioned by or through or in consequence of:

1. civil commotion, labour disturbances, riot, strike or lockout.
2. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 1, above, provided that this extension does not cover:
 - a. loss or damage occurring in the Republics of South Africa and Namibia
 - b. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured
 - c. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation
 - d. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority
 - e. loss or damage related to or caused by any occurrence referred to in general exception 1 A b, c, d, e or f, 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 We allege that, by reason of proviso a, b, c or d, loss or damage is not covered by this section, the burden of proving the contrary shall rest on You.

Specific condition

Average

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 You 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.

The limit of indemnity

The amount payable inclusive of any legal costs recoverable from You by a claimant or any number of claimants and other costs and expenses incurred with Our consent for anyone event or series of events with one original cause or source shall not exceed the amount stated in the schedule.

Clauses and extensions

Architects' and other professional fees clause

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 per cent of the amount payable in respect of such damage and 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 Your claim.

Alterations and misdescription clause

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 Us as soon as practicable after such event and You agree to pay additional premium if required.

Silent risk clause

Where any part or the whole of the insured premises shall cease to be occupied by You for the purpose of the business as a going concern, the insurance cover is suspended unless the Underwriters have been notified of this and accepted by Underwriters in writing.

Capital additions clause

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 per cent of the sum insured thereon, it being understood that You undertakes to advise Us 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 clause

The insurance under this section includes costs necessarily incurred by You 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,

We 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.

Additional costs of removing debris, trees and silt clause. (if stated in the schedule to be included)

The insurance under this Section includes the cost necessarily incurred by You in respect of the removal of silt, debris and fallen trees from the premises provided that:

- a. the sum insured of this clause shall not exceed the amount stated in the schedule.
- b. You shall be responsible for the first amount payable stated in the schedule.

Damage to Contents by Wild Animals Extension (if stated in the schedule to be included)

This section extends to include loss of or damage to buildings as a result of the acts of wild animals provided that

- a. the sum insured shall not exceed the amount stated in the schedule.
- b. You shall be responsible for the first amount payable stated in the schedule.

Fire extinguishing charges clause

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 We may be liable in terms of this section provided You are legally liable for such costs and the property insured was in danger from the fire.

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 Your requirements subject to Our liability not being thereby increased) must be commenced and carried out with reasonable despatch, 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 You in replacing or reinstating the property, We 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 You 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:
 - (a) You fail to intimate to Us within six months of the date of damage, or such further time as We may in writing allow, their intention to replace or reinstate the property
 - (b) You are unable or unwilling to replace or reinstate the property on the same or another site.

Temporary removal clause

Except in so far as otherwise insured, landlord's fixtures and fittings are covered while temporarily removed to any other premises including transit by road, rail or inland waterway anywhere within the Republics of South Africa, and

Namibia, Botswana, Kingdoms of Lesotho, Eswatini, Zimbabwe and Malawi provided that the amount payable under this clause shall not exceed that which would have been payable had the loss occurred on the premises from which the property is temporarily removed.

Fatal injury extension

The cover granted by this Section includes fatal injury to the person named in the Schedule sustained whilst on Your premises and occasioned by fire. Provide that a fire brigade attends or is summoned and provided further that death ensues within three months of such injury, We will pay to the executors or administrators of the deceased the sum of R10 000.

Discharge of weapons

Damage to contents and stocks caused by discharge of weapons during an armed robbery limited to R 10,000 any one event ,R 20,000 any one period of insurance

Electrical power surge extension

We shall indemnify You for damage to Your machinery, electronic or electrical equipment insured under the Fire, Buildings Combined and Office Contents sections, caused directly by a power surge on the power line subject to the limits as set out in the Schedule. There will be no consequential loss cover such as but not limited to deterioration of stock or business interruption.

You shall be responsible for the following excess:

- (a) 10% of claim min R2 000 if the main electrical distribution board of the Property is protected with a surge protector, lightning arrestors or other protection device installed by a qualified electrician and certified to be compliant with SANS 10142-1 regulations,
- (b) 35% of claim min R5 000 if the main electrical distribution board of the Property is not protected by a surge protector, lightning arrestor or other protection device installed by a qualified electrician and certified to be compliant with SANS 10142-1 regulations.

Accidental Breakage of Glass

Cover includes loss of or damage to external glass. Unless specifically agreed, it is assumed that all glass insured under this section is plain glass or float glass not thicker than 6mm.

The limit of indemnity for this extension shall not exceed the amount stated in the schedule

Locks,-Keys and Remote Controls

We will indemnify You in respect of the cost of replacing locks, keys, electronic access cards or remote-control units to any building at the insured premises following upon the disappearance of any key, access card or remote to such building(s) or following upon You having reason to believe that any unauthorised person may be in possession of a duplicate of such key, card or remote provided that:

- (a) cover is restricted to buildings containing Your property where such property is insured under any section of this policy for theft out of such buildings;
- (b) in respect of access cards or remote controls, cover is restricted to the reasonable costs of reprogramming of the remotes, access cards or the system where it is not necessary to replace the remotes or access cards.

The limit of indemnity for this extension shall not exceed the amount stated in the schedule

Cancellation of Special Event

We shall reimburse the expenses incurred and not refundable due to a special event not being able to take place as a result of:

- i Non-appearance of participants other than You as a consequence of illness, accident, or death
- ii Rain, windstorm or hail in the case of open-air events
- iii Illness, accident or death of more than 50% of the participants

The following definitions shall apply:

Special event	Shall mean any Educational, Cultural or Sporting event organised by the school.
Illness	Any sickness or illness confirmed by medical certificate.
Accident	Injury caused by accidental, violent, external and visible means

Rain, windstorm and hail Of sufficient intensity and/or strength to cause potential damage to property or injury to persons.

The limit of indemnity for this extension shall not exceed the amount stated in the schedule

Deterioration of stock

In the event of deterioration of foodstuffs/stock contained in any refrigeration or freezer unit caused by

- i) accidental, unforeseen and sudden physical damage to the refrigeration machinery
- ii) contamination by refrigeration fumes arising as a direct result of unforeseen and sudden physical damage to the unit.

We will indemnify You for loss of such foodstuffs/stock up to the limit as stated in the schedule

This cover operates only whilst the unit is the subject of a manufacturers guarantee or warranty or a maintenance contract,

Provided always that We shall not indemnify You in respect of deterioration of foodstuffs/stock in consequence of:

- i) wear and tear or gradual deterioration of the refrigeration machinery
- ii) failure of recording devices of temperature monitoring controls
- iii) expendable and exchangeable components of the refrigeration machinery

OFFICE CONTENTS

Defined events

1. Loss of or damage to the contents (other than documents as defined in sub-section B if insured thereunder and electronic data processing equipment) including landlord's fixtures and fittings the property of Yours or for which You are responsible and, unless otherwise stated in the schedule, to the extent that the same is not otherwise insured, property owned by any member of the governing body or Your employee up to an amount of R2 500 per person while contained in the office situate as stated in the schedule (hereunder called the office premises) by any of the perils specified in sub-section A.
2. Loss of or damage to the whole or part of the property insured under item B and defined in sub-section B and the consequences thereof insured under item C and as described in sub-section C.
3. Loss and/or expenditure described in sub-section D.

Sub-section A (Contents)

1. Fire, lightning, thunderbolt, subterranean fire, explosion.
2. Weather shall mean storm, wind, water, hail or snow excluding loss of or damage to property arising from its undergoing any process necessarily involving the use or application of water.
3. Earthquake but excluding loss or damage to property in the underground workings of any mine.
4. Impact by aircraft and other aerial devices or articles dropped therefrom.
5. 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.
6. Accidental breakage of mirror glass, plate glass tops to furniture or fixed glass forming part of any article of furniture.

7. Malicious Damage

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, Sub Sections A and B are extended to cover damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such damage, other than loss of or damage to

1. Movable property which is
 - 1.1 stolen
 - 1.2 damaged in an attempt to remove it or part of it from any premises owned or occupied by You
2. Movable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by You
3. Immovable property owned or occupied by You occasioned by or through or in consequence of
 - (a) the removal or partial removal or any attempt thereof
 - (b) the demolition or partial demolition or any attempt thereofthe said immovable property or any part thereof with the intention of stealing any part thereof.

Provided that this extension does not cover:

- (i) damage related to or caused by fire or explosion
- (ii) consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured
- (iii) damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation
- (iv) damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering, or requisition by any lawfully constituted authority
- (v) damage related to or caused by any occurrence referred to in general exception 1(A) (i), (ii), (iii), (iv), (v) or (vi) 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 We allege that, by reason of proviso (i), (ii), (iii), (iv) or (v), loss or damage is not covered by this section, the burden of proving the contrary shall rest on You.

If any building insured or containing the insured property becomes unoccupied for thirty consecutive days, the insurance in respect of this extension is suspended as regards the property affected unless You, before the occurrence of any damage, obtains Our written agreement to continue this extension.

During the period of the initial unoccupancy of thirty consecutive days, You shall become a co-insurer with the Us and shall bear a proportion of any damage equal to 20% of the claim before deduction of any first amount payable

8. Theft by forcible entry applicable to sub-section A contents:

Theft accompanied by forcible and violent entry into or exit from the offices or any attempt thereat or as a result of theft (or any attempt thereat) following violence or threat of violence provided that

- (i) We will not be liable under this extension for theft or attempted theft by any principal, partner, director or employee of Yours.
- (ii) the amount payable will be reduced by the first amount payable shown in the schedule for this extension
- (iii) the maximum amount payable will not exceed the sum insured shown in the schedule for this extension less its first amount payable.

Limitations clause

Our 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.

Specific condition

Average (not applicable to peril 6 above)

If the property insured is, at the commencement of any loss or damage to such property by any peril insured against, collectively of greater value than the sum insured thereon, You shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss or damage accordingly. Each item of the schedule covering such property shall be separately subject to this condition.

Sub-section B (Documents)

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

Definition

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 You 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 and computer software and computer data carrying media unless otherwise stated in the schedule.

Electronic data processing equipment: shall mean and is limited to computers and all related hardware, peripherals and computer software and the information or data stored therein or thereon.

Limitations clause

Our liability under this sub-section is limited to all costs, charges and expenses incurred by You in replacing or restoring such documents

Specific exception (Applicable to sub-section A)

this sub-section does not cover

- (a) property outside the Republics of South Africa and, Namibia, Botswana, Kingdoms of Lesotho and, Eswatini, Zimbabwe and Malawi

- (b) 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 or motor vehicles and accessories therefor, money, securities, stamps, jewellery or precious stones.
- (c) the first 10% of the indemnifiable amount or R1 000 whichever is the greater if the loss or damage is due to lightning strikes.

Specific exception (applicable to sub-section B)

This sub-section does not cover

- (a) loss or damage caused by
 - (i) electric or electronic or magnetic injury, disturbance, or erasure of electronic or magnetic recordings except by lightning in which case the lightning loss or indemnifiable amount will be reduced by the greater of 10% of such amount or R1 000
 - (ii) vermin or inherent defect or by processing, copying or other work upon the documents
 - (iii) the dishonesty of any (principal, partner or director) of Yours whether acting alone or in collusion with the others. This exception shall not apply to any (director) who is also an employee of Yours and whom You have the right at all times to govern, control and direct in the performance of his work in Your service and the course of the business
- (b) gradual deterioration or wear and tear
- (c) costs involved in re-shooting films and videos and re-recording audio tapes

Sub-section C (Legal liability documents)

Legal liability as a direct consequence of loss of or damage to documents as defined in sub-section B and in respect of which payment, reinstatement or repair has been made or liability admitted by Us under sub-section B unless such payment reinstatement or liability has not been made or admitted solely because You are required to bear the first portion of the loss.

Specific exception (applicable to sub-section C)

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

Sub-section D (Increase in cost of working)

Any additional expenditure not otherwise provided for in this section reasonably incurred by You for the purpose 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 therefor admitted by Us under sub-section A or B.

The indemnity under this sub-section shall not exceed 25 percent of the sum insured on all contents of the office premises affected.

Clauses and extensions

Alterations and misdescription clause

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 Us as soon as practicable after such event and You agree to pay additional premium if required.

Capital additions clause

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 15 percent of the sum insured thereon, it being understood that You undertake to advise Us each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

Emergency Service Charges

If any public authority empowered to do so shall charge You with any costs arising from their activities in dealing with the consequences of an insured peril having operated such costs will be deemed to be damage to the insured property and will be payable in addition to any other payment for which We may be liable in terms of this insurance.

Locks and keys clause

In addition to the limit of indemnity stated in the schedule, We will indemnify You in respect of the cost of replacing locks, keys and electronic access cards to any insured office premises following upon the disappearance of any key to such premises or following upon You having reason to believe that any unauthorised person may be in possession of a duplicate of such key

provided that

- (i) Our liability shall not exceed R20 000 in respect of any one event
- (ii) We shall not be liable for the first R100 of each and every event.

New and additional premises clause

If You occupy offices other than those situated as stated in the schedule in the Republics of South Africa and, Namibia, Botswana, Kingdoms of Lesotho and, Eswatini, Zimbabwe and Malawi, the insurance by this section shall apply as though such offices were office premises within the meaning of this section

provided that

- (i) You shall, within a reasonable time of taking occupation, advise Us thereof and pay additional premium calculated pro rata from the time of taking occupation until the end of the then current period of insurance
- (ii) this clause shall not apply to any loss if and so far as the same is otherwise insured

Removal of debris clause

The insurance under this section is extended to include such reasonable costs and expenses as may be necessarily incurred by You in respect of the removal of debris following loss of or damage to the insured property by any peril hereby insured against, provided that Our liability for such loss or damage and costs and expenses shall not exceed in the aggregate the sum expressed in the schedule to be insured on the property affected.

We 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

Temporary removal clause

Except in respect of the personal property of any (partner, director or employee) of Yours, loss of or damage to the insured property by any peril hereby insured against while such property is temporarily contained in any building in the Republics of South Africa and, Namibia, Botswana, Kingdoms of Lesotho, Eswatini, Zimbabwe and Malawi shall be deemed to be loss or damage happening while such property is contained in the office premises.

Temporary repairs and measures after loss clause

The insurance under this section is extended to include all reasonable costs and expenses incurred by You 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 Our liability for such loss or damage and costs and expenses shall not exceed in the aggregate the sum expressed in the schedule to be insured on the property affected.

Tenants clause

Our liability to You shall not be affected by any act or omission on the part of any owner of a building or any tenant (other than You) without Your knowledge. You shall, however inform Us 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 Us.

Replacement value condition

The basis upon which the amount payable for a claim in respect of contents is calculated shall be either 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
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 You shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

Electrical power surge extension

We shall indemnify You for damage to Your machinery, electronic or electrical equipment insured under the Fire, Buildings Combined, Contents, and Office Contents sections, caused directly by a power surge on the power line subject to the limits as set out in the Schedule. There will be no consequential loss cover such as but not limited to deterioration of stock or business interruption.

You shall be responsible for the following excess:

- (a) 10% of claim min R2 000 if the main electrical distribution board of the Property is protected with a surge protector, lightning arrestors or other protection device installed by a qualified electrician and certified to be compliant with SANS 10142-1 regulations,
- (b) 35% of claim min R5 000 if the main electrical distribution board of the Property is not protected by a surge protector, lightning arrestor or other protection device installed by a qualified electrician and certified to be compliant with SANS 10142-1 regulations.

Security Guard to temporarily safeguard the premises extension

We will indemnify You for costs up to the limit as stated in the schedule, in employing a security guard to temporarily guard Your premises, following a loss or damage caused by an Insured Event that leaves You exposed to a criminal risk subject to the limit as set out in the Schedule.

Fire extinguishing charges clause

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 We may be liable in terms of this section provided You are legally liable for such costs and the property insured was in danger from the fire.

Memorandum

In respect of sub-section C 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.

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 Your interests
5. the computer section of this policy
6. the theft section of this policy

but only in respect of loss or damage to the insured property by one of the insured perils insured under the fire, buildings combined and office contents sections hereof (hereinafter termed Damage).

- Fire;
- Lightning or thunderbolt;
- Explosion;
- Earthquake
- Weather and water;
- Impact;
- Leakage from any sprinkler, drencher system or fire extinguishing installation/appliance;
- Subsidence and landslip (limited cover);
- Malicious damage;
- Riot and strike (excluding loss or damage occurring in the Republics of South Africa and Namibia);

Liability in respect of 6 above is limited to R100 000 any one event.

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

We will indemnify You 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 Our written agreement.
2. On the happening of any Damage in consequence of which a claim may be made under this section, You 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 We may in writing allow, at their own expense deliver to Us 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 there from. 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 us 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 Your 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 Your 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 Our consent 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 You 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 You shall pay as wages for such period to employees whose services cannot, in consequence of the Damage, be utilised by You 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 You 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 You 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 You 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 You for goods sold and for services rendered in the course of the business at the premises.

Gross rentals

The money paid or payable to You 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 Your 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 Your books and accounts).

Gross profit (additions basis)

The sum produced by adding to the net profit the amount of Your standing charges or, if there is no net profit, the amount of Your standing charges less such proportion of any net trading loss as the amount of Your 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 Your business 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 Your books of account).

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

Relevant to all of the above 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 the 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 You 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**Accountant's clause**

Any particulars or details contained in Your books of account or other business books or documents which may be required by Us under this section for the purpose of investigating or verifying any claim hereunder, may be produced and certified by Your 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 by the Accountant's, Accumulated stocks and the Departmental clauses 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 twelve consecutive months from the inception date or anniversary date 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 33,1/3 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.

Output (alternative basis) clause

At Your option, 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 Your books, of goods manufactured or processed by You at the premises

provided that:

- a. only the meaning of output or the meaning of turnover shall be operative in connection with anyone event resulting in interruption
- b. if the meaning of output be 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 You or by others on Your behalf, 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 You 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 You at the premises.

If the Insurer alleges that any claim, loss, damage, legal liability, exposure, cost or expense is not covered by this Extension to other premises, the burden of proving the contrary shall rest on the Insured.

1. **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.
2. **Unspecified suppliers (if stated in the schedule to be included)**
The premises of any other of Your suppliers, manufacturers or processors of components, goods or materials, but excluding the premises of any public supply undertaking from which You obtain electricity, gas or water subject to the limit stated in the schedule.
3. **Storage, transit and vehicle**
Your property whilst stored or whilst in transit by air, road, rail or inland waterway or being Your motor vehicles elsewhere than at premises occupied by You. Subject to the limit of Indemnity or R200 000 whichever is the lesser.
4. **Contract sites**
Any situation not occupied by You where You are carrying out a contract
5. **Prevention of access**
Property within a 5 km radius of Your premises, destruction of or Damage to which shall prevent or hinder the use of the premises or access thereto, whether Your premises or property therein shall be Damaged or not.
6. **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 Your premises or property therein shall be Damaged or not.

7. **Additional premises**
In the event of You 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 Us as soon as reasonably practicable and to adjustment of the premium if necessary.
8. **Customers (if stated in the schedule to be included)**
The premises of the customers specified in the schedule subject to stated limits.
9. **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 Your premises.
For the purposes of this cover, Damage excludes Damage arising from or contributed by malicious damage, sabotage or vandalism to the provider's property, plant, machinery, equipment, or the failure, for whatever reason, of the provider to maintain its property, plant, machinery, and equipment.
Subject to a Time Excess as set out in the Schedule.
Time Excess means that period beginning with the exact time of the occurrence of the Insured damage and ending not later than the period of 48 hours.
10. **Public telecommunications – insured perils only (if stated in the schedule to be included)**
 - a. Property at the premises of any public authority which is empowered by law to supply telecommunications facility to You
 - b. the transmission facilities network of the public authority mentioned in a.

The geographical limits of

Number 2, 3, 4, 5, 6, 8, 9 and 10, of the extensions to other premises and are confined to the Republics of South Africa, Namibia, Botswana, Kingdoms of Lesotho and, Eswatini, Zimbabwe and Malawi.

Number 7, of the extensions to other premises is confined to the Republic of South Africa and Namibia.

Specific Exclusions

Asbestos

This policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically Damaged during the period of insurance by one of these Listed Perils: fire; explosion; lightning; windstorm; hail; direct impact of vehicle; aircraft or vessel; riot or civil commotion, vandalism or malicious mischief; or accidental discharge of fire protective equipment

This coverage is subject to each of the following specific limitations:

1. The said building or structure must be insured under this Policy for Damage by that Listed Peril.
2. The listed Peril must be the immediate, sole cause of the Damage of the asbestos.
3. Insurance under this Policy in respect of asbestos shall not include any sum relating to:
 - 3.1 Any faults in the design, manufacture, or installation of the asbestos;
 - 3.2 Asbestos not physically Damaged by the Listed Peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.

Physical Damage Provision

Our obligation to indemnify shall be restricted to claims payments resulting from:

- a. property insurances, insofar as they cover financial losses arising from the physical loss of or physical Damage to the tangible insured property caused by an insured peril, and
- b. property business interruption insurances, insofar as they cover interruption directly caused by physical loss of or physical Damage to the tangible insured property caused by an insured peril
- c. or directly caused by physical loss of or physical Damage to tangible property at the premises of a customer or supplier of Yours.

Physical Damage is understood to mean a sudden and unforeseen detrimental change in tangible property substance in a manner necessitating repair or replacement.

For the avoidance of doubt, a pure loss of use, such as the inability to use or restrictions in the use of a building

or an object, as well as the simple non-functioning of an object shall not constitute a physical loss or Damage.

THEFT

Defined events

Loss of or Damage to all contents (the property of Yours or for which You are responsible) of any insured building at the insured premises described in the schedule 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, or any attempt thereat, following violence or threat of violence.

Extensions

1. The insurance under this section extends to cover loss of or damage to the property insured
 - (a) caused by or accompanied by
 - (i) a thief or thieves being concealed upon the insured premises before close of business
 - (ii) entry to and/or exit from the premises being affected by use of a skeleton key or other similar device (excluding duplicate key) provided that You shall establish to Our satisfaction of that such a skeleton key or device was used.
 - (b) whilst a building at any additional premises used by You provided that
 - (i) such additional premises are advised to Us within 30 days from the time the risk attaches
 - (ii) an additional premium, if any, is paid
 - (iii) Our liability in respect of this extension shall not exceed 50% of the highest amount stated in the schedule applicable to anyone premises
2. In addition to the limit of indemnity stated in the schedule
 - (a) the insurance under this section includes
 - (i) damage to the buildings (including landlord's fixtures and fittings) at the insured premises in the course of theft or any attempt thereat
 - (ii) 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 thereafter or as a result of theft, or any attempt thereat, following violence or threat of violence
 - (b) We will reimburse You 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 giving rise to a claim under this section
 - (c) costs necessarily and reasonably incurred by You 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 Our liability shall not exceed the greater of R5 000 or the amount stated in the schedule in respect of any one event.

3. In addition to the limit of indemnity stated in the schedule We will indemnify You in respect of the cost of replacing locks and keys to any insured premises following upon the disappearance of any key to such premises or following upon You having reason to believe that any unauthorised person may be in possession of a duplicate of such key

provided that

- (a) Our liability shall not exceed R20 000 in respect of any one event
 - (b) We shall not be liable for the first R200 of each and every event
4. The term all contents include personal effects and clothing, tools and pedal cycles the property of Yours or any member of the governing body or Your employee in so far as such property is not otherwise insured up to an amount of R10 000 in the case of any one person

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5. We will indemnify You for costs up to the Maximum Limit of R10 000 as set out in the schedule , in employing a security guard to temporarily guard Your premises, following a loss or damage caused by an Insured Event that leaves You exposed to a criminal risk.

Limitations

Our liability in respect of documents, manuscripts, business books, computer system records and media, plans, designs, patterns, models and moulds is restricted to the value of materials and sums expended in labour.

Specific exceptions

We 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 postal orders, money order, current negotiable stamps and documents or certificates of a negotiable nature
4. loss or damage in which any member of the governing body or any member of Your household or any of Your employees is concerned as principal or accessory.

Specific conditions

1. This section shall be voidable if the nature of the risk is materially altered without Our prior written consent.
2. In respect of any premises stated in the schedule to be subject to this condition at which a burglar alarm is installed it is a condition precedent to Our liability and warranted that
 - (a) the burglar alarm installed at the premises shall be made fully operative whenever the premises are not open for educational or other approved activities unless a person authorised by You, is on the premises.
 - (b) such alarm shall be maintained in proper working order, but You shall be deemed to have discharged their liability therefore if they have maintained their obligations under a contract with the suppliers or servicing engineers of the alarm system.

The insurance shall not cover loss of or damage to the property following the use of the keys of the burglar alarm or any duplicate thereof belonging to You unless such keys have been obtained by violence or threat of violence to any person.

GLASS

Defined events

Loss of or damage to internal and external glass (including mirrors), sign writing and treatment thereon at Your premises as stated in the schedule, Your property or for which You are responsible. Following loss of or damage to glass We will also indemnify You for:

1. the cost of such boarding up as may be reasonably necessary
2. 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 damage
3. the cost of removal and reinstallation of fixtures and fittings necessary for the replacement of the glass
4. the cost of employment of a watchman service prior to replacement of glass or boarding up or the repair of the burglar alarm system, unless payable under any other insurance arranged by You,

provided that Our liability shall not exceed:

- a. for the replacement of glass, sign writing and treatment -the sum insured as stated in the schedule applicable to the premises at which loss or damage occurs
- b. (for all other costs and expenses provided for by this section and resulting from one occurrence or series of occurrences attributable to one source or original cause -in the aggregate the sum of R3 000.)

Specific condition

Average

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 You shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss or damage accordingly. Every item if more than one shall be separately subject to this condition.

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 6,5 mm laminated safety glass as prescribed in terms of the National Building Regulations or similar legislation (as amended).

Specific exceptions

We 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 You are responsible as tenant and not as owner
2. glass forming part of stock in trade
3. glass which, at inception of this insurance, is cracked or broken unless cover has been agreed by Us
4. defacement or damage other than fracture through the entire thickness of the glass or any laminate thereof.

Extensions

Special replacement (if stated in the schedule to be included)

If, following loss or damage insured hereunder, You are obliged in terms of the National Building Regulations or similar legislation to replace the damaged glass with glass of a superior quality, then We 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 Your property (inclusive of other items insured) is greater than the sum insured hereon at the time of the loss or damage, then You shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly.

Riot and Strike extension (if stated in the schedule to be included)

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, this section is extended to cover loss or damage directly occasioned by or through or in consequence of:

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

provided that this extension does not cover:

- a. loss or damage occurring in the Republics of South Africa or Namibia
- b. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured

-
- c. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation
 - d. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
 - e. loss or damage related to or caused by any occurrence referred to in General Exception 1 A, b, c, d, e or f, 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 We allege that by reason of provisos a, b, c, d or e, loss or damage is not covered by this section, the burden of proving the contrary shall rest on You.

This extension shall only apply to loss or damage for which You are responsible as tenant and not as owner.

MONEY

Defined events

Loss of or damage to money (as defined) occurring in the Republics of South Africa and, Namibia, Kingdoms of Lesotho and, Eswatini, Botswana, Zimbabwe and Malawi except if otherwise specified provided that Our liability 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 limitations stated in the schedule.

Definitions

Money shall mean cash, bank and currency notes, electronic transfers /deposits via the internet, postal orders, money orders, current negotiable postage, revenue and holiday stamps, credit card vouchers and documents, certificates or other instruments of a negotiable nature, Your property or for which they are responsible.

Receptacle shall mean any safe, strong room, strongbox, till, cash register, cash box or other receptacle for money or any franking machine.

Clothing and personal effects - shall mean clothing and personal effects not otherwise insured belonging to You or to any principal, partner, director or Your employee.

Extensions

1. Receptacles

In addition to any payment in respect of a defined event, We will indemnify You in respect of receptacles (as defined) lost or damaged as a result of theft of money or attempted theft of money, provided that Our liability under this extension does not exceed the amount of R20 000.

2. Locks and keys

In addition to any payment in , respect of a defined event, We will indemnify You in respect of the cost of replacing locks and keys to any receptacle at the insured premises following upon the disappearance of any key to such receptacle or following upon You having reason to believe that any unauthorised person may be in possession of a duplicate of such key provided that

- (i) Our liability shall not exceed R10 000 in respect of any one event
- (ii) We shall not be liable for the first R200 of each and every event

3. 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 You shall establish to Our satisfaction that a skeleton key or device was used.

4. Increased limit

The limit of indemnity is increased by R10 000 over a period which lasts from 12.00 on Friday to 16.00 the following Monday during which a school function/meeting takes place.

5. Seasonal Increase

The Insured amount (main money limit) of the policy will automatically double and serve as the seasonal limit

6. Money kept at the Residence Overnight

Cover for money whilst being kept at Your residence, partner, director or employee of Yours, is limited to the amount as stated in the schedule

7. Money in Transit

- (i) Money to and from the bank is subject to the direct route between the school and the bank
- (ii) Money in excess of R50 000.00 must be transported by a security Company
- (iii) Money up to the limit of R50 000.00 shall be transported by 1 senior employee.

It is agreed that all walk-in strong rooms shall be deemed to have a SABS 2 HD grading with a money limit of R50 000.00

Specific exception 6 will be applicable

8. Clothing and Personal Effects

In addition to any payment in respect of a defined event, We will indemnify You in respect of clothing and personal effects (as defined) lost or damaged as a result of theft of money or attempted theft of money, provided that Our liability under this extension shall not exceed the amount of R20 000.

Specific exceptions

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

- (1) arising from dishonesty of any members of the governing body, authorised persons or person in Your employ not discovered within 14 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
 - (a) are obtained by violence or threats of violence to any person
 - (b) are used by the keyholder or some other person with the collusion of the keyholder, and You can prove to Our satisfaction that the keyholder or such other person and 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 Our satisfaction that the keyholder 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 Our satisfaction 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 used by You unless an employee or any person authorised by You is actually in such vehicle or, if not in such vehicle, is within 5 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.
- (7) unless You have followed all the prescribed security measures for the electronic transfer of funds via the internet.

Specific exceptions (3), (4), (5), (6), and (7) do not apply up to an amount of R1 500 and such losses shall not be reduced by any first amount payable

Memoranda

- 1. Loss or damage to money as insured under this section arising from dishonesty of any member of the governing body, authorised person or person in Your employ (such person), as defined under this section, shall be subject to the following compulsory First Amount Payable Clause

The amount payable hereunder in respect of an event involving any such person or any number of such persons acting in collusion, shall be reduced by

- (a) 2% of the applicable limit under defined events plus
- (b) a further amount of 10% of the nett amount payable after deduction of the 2% specified in (a) above

2. We 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.

Personal accident (assault) extension (If stated to be included)

The term “defined events” in the money section 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 You or to any employee (hereafter in this extension n referred to as such person) while such person is acting in the course of his duties in your employ.

We will pay to you, on behalf of such person or his estate, the sum or sums stated in the schedule in the event of bodily injury to such person resulting within 24 calendar months in

1. death..... .the capital sum
2. permanent disability as follows..... .the percentage of the capital sum specified

Percentage of capital sum

(a)	loss by physical separation at or above the wrist or ankle of one or more limbs	100
(b)	permanent and total loss of Whole eye	100
	sight of eye	100
	sight of eye except perception of light	75
(c)	permanent and total loss of hearing both ears	100
	one ear	25
(d)	permanent and total loss of speech	100
(e)	injuries resulting in permanent total disability from following usual occupation or any other occupation for which such person is fitted by knowledge and training.....	100
(f)	loss of four fingers	70
(g)	loss of thumb both phalanges.....	25
	one phalanx.....	10
(h)	loss of index finger three phalanges.....	10
	two phalanges.....	8
	one phalanx.....	4
(i)	loss of middle finger three phalanges.....	6
	two phalanges.....	4
	one phalanx.....	2
(j)	loss of ring finger	

three phalanges.....	5
two phalanges.....	4
one phalanx.....	2
(k) loss of little finger	
three phalanges.....	4
two phalanges.....	3
one phalanx.....	2
(l) loss of metacarpals	
first or second (additional).....	3
third, fourth or fifth (additional)	2
(m) loss of toes	
all on one foot.....	30
great, both phalanges.....	.5
great, one phalanx2
other than great, if more than one toe lost, each.....	.2

Memoranda (applicable to permanent disablement benefits)

- (a) Where the injury is not specified, we will pay such sum as in our opinion is consistent with the above provisions.
 - (b) Permanent total loss of use of part of the body shall be considered as loss of such part.
 - (c) 100 percent shall be the maximum percentage of compensation payable for disability resulting from an accident or series of accidents arising from one cause in respect of any such person provided that:
 - (i) this extension shall not apply to any such person under 15 or over 70 years of age.
 - (ii) General Exclusion 3 and General Conditions 10 and 19 do not apply to this extension.
 - (iii) in respect of this extension only General Exclusion 2 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.
 - (iv) after suffering bodily injury for which benefit may be payable under this extension, such person shall submit to medical examination and undergo any treatment specified. We shall not be liable to make any payment unless this proviso is complied with to our satisfaction.
3. in the case of **total and absolute incapacity** from following usual business or occupation the **weekly sum specified** in the schedule shall be payable
4. the reasonable expenses incurred up to the sum specified in the schedule shall be payable in respect of medical surgical, dental, nursing home or hospital treatment (including the cost of artificial aids and prostheses and the costs and expenses incurred in emergency transportation or freeing such person if trapped or the bringing of such person to a place of safety) incurred within 6 months of the defined event.

Extensions to the personal accident (assault) extension

- 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 us that he has sustained injury to which this personal accident (assault) extension applies and that such injury has resulted in the death of such person, we will, for the purpose of the insurance afforded by this extension, presume his death provided that if, after we 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 you to us.

FIDELITY

Defined events

1. Loss of money and/or other property belonging to You or for which they are responsible stolen by an insured employee during the currency of this section.
2. Direct financial loss sustained by You as a result of fraud or dishonesty of an insured employee all of which occurs during the currency of this section which results in dishonest personal financial gain for the employee concerned.

Provided that

- i) (a) We are not liable for all losses which occurred more than 24 months prior to the discovery.
(b) all losses are discovered not later than twelve months after the termination of;
 - (i) this section, or
 - (ii) this section in respect of any insured employee concerned in a loss, or
 - (iii) the employment of the insured employee or the last of the insured employees concerned in a loss whichever occurs first.
- ii) (a) BLANKET BASIS – Our liability for all losses shall not exceed the sum insured stated in the schedule whether involving any one employee or any number of employees acting in collusion or independently of each other.
(b) NAMED OR POSITION BASIS – Our liability for all losses involving any employee shall not exceed the sum insured stated opposite his name in the schedule or, if he is unnamed, the sum insured stated opposite the position held by him in the business as stated in the schedule.
- iii) 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 Our liability beyond the sum insured stated in the schedule. If the period of insurance is less than 12 months Our liability is limited to the sum stated in the schedule during any twelve-month period of insurance calculated from inception or renewal.
- iv) the terms “dishonest personal financial gain” shall not include gain by an employee in the form of salary, salary increases, fees, commission, bonuses, promotions, or other emoluments.

Definition

Employee shall mean

- (a) any person while employed under a contract of service with You.
- (b) any person while hired or seconded from any other party into Your service.

who You have the right at all times to govern, control and direct in the performance of his work in the course of Your business and who, if this section is on a named and/or position basis, is described in the schedule by name and/or by the position held by him in the business.

Specific exceptions

1. We shall not be liable for
 - (a) loss resulting from or contributed to by any defined event by
 - (i) any member of the governing body in or of Yours to the extent that such member would benefit by indemnity granted under this policy.
 - (ii) any member of Your governing body unless such member is also an employee.
 - (iii) any employee from the time You shall become aware that such employee has committed any fraud or dishonesty.
 - (b) 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. We shall not be liable for any defined event if it results from the dishonest
 - (i) manipulation of

- (ii) input into
- (iii) suppression of input into
- (iv) destruction of
- (v) alteration of

any computer programme, system, data or software by any insured employee who is employed in Your 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.

Specific conditions

1. You 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 Us but You may :
 - (a) change the remuneration and conditions of service of any employee.
 - (b) in respect of any employee who is described in the schedule by name, change his duties and position.
 - (c) 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.
 - (d) make such other changes as are approved beforehand in writing by Your auditors.
2. If You shall sustain any loss to which this section applies which exceeds the amount payable hereunder in respect of such loss, You shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken or effected by Us 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 Our reimbursement and Yours to the extent of Your coinsurance in terms of item (b) the compulsory first amount payable clause.

Clauses and extensions

Accountants clause

Any particulars or details contained in Your books of account or other business books or documents which may be required by Us under this section for the purpose of investigating or verifying any claim hereunder may be produced and certified by Your 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' extension

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 days after he in fact ceases to be an employee.

Retroactive cover extension – No previous insurance in force (if stated in the schedule to be included)

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

Superseded Insurances extension (if stated in the schedule to be included)

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 months of the termination of the employment of the employee concerned or within 12 months of the expiry of this section.
3. The amount payable under this extension shall not exceed the amount insured by this section of 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 shall not apply to defined events which occurred more than the number of years stated in the schedule before inception to this section
6. We are not liable for any loss which occurred more than 24 months prior to discovery

Other insurance

It is a condition of this section that other than

- (a) a money policy.
- (b) that declared to Us at inception or renewal or time a claim is submitted.
- (c) a fidelity pension fund policy which is not in excess of this section.
- (d) this policy

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

Compulsory first amount payable

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

- (a) 2% of the aggregate of the sum insured under this section and the declared insurance or R60 000 whichever is the lesser plus
- (b) a further amount of 10% of the nett amount payable after deduction of the amount specified in (a) above. Both amounts shall be borne in full by You and remain uninsured.

Computer losses first amount payable

The percentage shown in (b) of the compulsory first amount payable clause is increased from 10% to 20% if the defined event results from the dishonest

- (i) manipulation of
- (ii) input into
- (iii) destruction of
- (iv) alteration of

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

First amount payable for losses discovered more than 12 months after they were committed

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

1. It was committed
2. The first event is a series of events committed by one person or a number of persons acting in collusion the percentages contained in the first amount payable clause are increased as follows:

FIRST AMOUNT PAYABLE CLAUSE	FIRST AMOUNT PAYABLE INCREASED TO PERCENTAGE SHOWN BELOW	
Compulsory Paragraph (a) Paragraph (b)	If losses are discovered more than 12 months after being committed but not more than 24 months thereafter but not more than 36 months thereafter	If policy has been extended to cover that part of losses discovered more than 24 months after being committed
Computer Losses	From 2% to 4% From 10% to 15% From 20% to 30%	From 2% to 5% From 10% to 20% From 20% to 35%

Notwithstanding the above, You may opt to claim only for the 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.

Reduction/Reinstatement of insured amount clause (if stated in the schedule to be included)

The payment by Us of any loss involving one employee or any number of employees shall not reduce Our liability in respect of the remaining insured employees provided that:

1. The maximum amount payable by Us for all insured employees shall not exceed double the sum insured shown in the schedule.
2. You pay additional premium calculated in terms of the following formula

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

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

Costs of recovery extension (if stated in the schedule to be included)

If You shall sustain any loss to which this section applies which exceeds the sum insured hereunder, We will, in addition to the sum insured, pay to You costs and expenses not exceeding the amount stated in the schedule necessarily incurred with Our consent (which consent shall not be unreasonably withheld) for the recovery or attempted recovery from the employee in regard to whom the claim is made, of that part of the loss which exceeds the sum insured hereunder. All amounts recovered by You in excess of the said part of the loss shall be for Our benefit and Yours to the extent of Your coinsurance in terms of item (b) the compulsory first amount payable clause.

Computer losses extension (if stated in the schedule to be included)

You having completed a satisfactory questionnaire, specific exception 3 and the Computer losses first amount payable clause are deleted.

Extension for losses discovered more than 24 months after being committed but not more than 36 months thereafter (if stated in the schedule to be included)

1. In consideration of the payment of an additional premium, Proviso 1 (a) of the defined events is restated to read:
 - 1.(a) We are not liable for all losses which occurred more than 36 months prior to discovery.
2. If this policy section includes the superseded policy clause, the period referred to in proviso 6 thereof is increased from 24 months to 36 months

Extension granted on receipt of a satisfactory systems audit in respect of losses discovered more than 24 months after being committed (if stated in the schedule to be included)

In consideration of the accounting firm named in the schedule having conducted a satisfactory audit of Your systems of

- control
- fraud dishonesty and theft detection

and subject to Your implementing and maintaining all the recommendations contained in such audit:

1. proviso 1(a) of the defined events (*which limits cover to that part of losses discovered within 24 months*) and proviso 6 of the superseded insurance extension clause (*if applicable*) are deleted
2. if any defined event is discovered more than 12 months after it was committed, the percentages contained in the undernoted first amount payable clauses are increased as follows:

First amount payable clause	First amount payable increased to percentage shown below if losses discovered more than 12 months after being committed
Compulsory Paragraph (a) Paragraph (b) Computer Losses	From 2% to 3% and From 10% to 12,5% From 20% to 25%

Notwithstanding the above, You may opt to claim only for that part of the loss, which was discovered within 12 months, in which case the first amount payable applicable for that period will apply.

3. The first amount payable clause for losses discovered more than 12 months after they were committed is deleted.

Memoranda

1. In the event of the discovery of any loss resulting from a defined event, You may, notwithstanding anything to the contrary contained in paragraph (ii) of general condition 6, refrain from reporting the matter to the police but shall do so immediately should We 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 exception 1 and 2 and general condition 9 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.

BUSINESS ALL RISK

Defined events

Loss of or damage to the whole or part of the property described in the schedule while anywhere in the world by any accident or misfortune not otherwise excluded

Provided that You 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.

Specific exceptions

We shall not be liable for

1. loss or damage to property resulting from or caused by
 - (a) theft from any unattended vehicle in Your custody or control or any other authorised person unless:
 - i. the property was Concealed and there is evidence of violent and forcible entry into Your Vehicle, or
 - ii. Your Vehicle is garaged in a locked and secure building at the time of the loss and there is evidence of violent and forcible entry into the building and the vehicle, orFor property to be considered "Concealed" then:
 - i. it must stored in the cabin of Your Vehicle in an enclosed storage area such as the cubby-hole or in the boot with a full covering in place
 - ii. if it is in loading area (bin) of a light delivery vehicle:
 - a. such bin must be under a locked and secure cover that is affixed to Your Vehicle. A canvas does not qualify
 - b. that has a canopy then the canopy's windows must be protected by a tinted smash and grab protective film. There is no cover for the following items:
 - i. cellphones
 - ii. jewellery
 - iii. computer, medical, photographic or video equipment
 - iv. any item that is valued at more than R100,000
 - (b) its undergoing a process of cleaning, repair, dyeing, bleaching, alteration or restoration.
 - (c) inherent vice or defect, vermin, insects, damp, mildew or rust.
 - (d) the dishonesty of any principal, partner, director or employee of Yours whether acting alone or in collusion with others.
 - (e) detention, confiscation or requisition by customs or other officials or authorities.
6. 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.
7. Mechanical, electronic or electric breakdown, failure, breakage or derangement unless caused by an accident or misfortune not otherwise excluded.
8. Loss of or damage to cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind.
9. Loss of or damage to goods consigned under a bill of lading.

Specific conditions

Average

If the total value of the property insured which is 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, You 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 condition (if stated in the schedule to be included)

The basis upon which the amount payable is to be calculated shall be either 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
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 You shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

Car Jamming (if stated in the schedule to be included):

Notwithstanding 1 above, should You suffer the theft of a Specified Business All Risk item that was Concealed as a result of the "jamming" of Your Vehicle's locking system so that it is unable to engage the locking mechanism despite Your attempted activation thereof then We shall provide cover for the Specified Item up to a limit of 50% of the value but limited in the aggregate to R50,000 any one claim. If there is CCTV footage confirming that You attempted to engage the locking system, We will pay the claim up to the limit of the specified item as stated in the schedule. You must report the incident to the Police and provide Us with the Police reference

GOODS IN TRANSIT

Defined events

Loss of or damage to the whole or part of the property described in the schedule, owned by You 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 not otherwise excluded

provided that:

- a. You 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
- b. Our liability for all loss or damage arising from anyone defined event shall not exceed the limit of indemnity stated in the schedule.

Memoranda

5. 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 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.
2. 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 You shall take all reasonable steps to ensure that the property is returned as soon as is reasonably possible.
3. 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 Your property or leased or hired by them under a lease or suspensive sale agreement.
4. In the event of breakdown of the means of conveyance during transit or if, for any reason beyond Your control, the property is endangered, nothing contained herein shall debar the utilisation of any other form of transport to assist completion of the transit and the insurance afforded shall not be affected thereby.

Specific exceptions

We shall not be liable for:

1. loss or damage resulting from or caused by:
 - a. theft from any unattended vehicle in Your custody or control or any principal, partner, director or employee of Yours unless:
 - i. the property was Concealed and there is evidence of violent and forcible entry into the insured's Vehicle, or
 - ii. the insured's Vehicle is garaged in a locked and secure building at the time of the loss and there is evidence of violent and forcible entry into the building and the vehicle,

For property to be considered "Concealed" then:

- a. it must stored in the cabin of the insured's Vehicle
- b. If it is in loading area (bin) of a light delivery vehicle,
 - i. then such bin must be under a locked and secure cover that is affixed to the insured's Vehicle. A canvas does not qualify
 - ii. that has a canopy then the canopy's windows must be protected by a tinted smash and grab protective film. There is no cover for the following items:
 - Cellphones
 - jewellery
 - computer, medical, photographic or video equipment
 - any item that is valued at more than R100,000
- b. inherent vice or defect, vermin, insects, damp, mildew or rust
- c. the dishonesty of any principal, partner, director or employee of Ours whether acting alone or in collusion with others
- d. detention, confiscation or requisition by customs or other officials or authorities
- e. or arising whilst in transit by sea or inland transit incidental thereto

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- f. breakdown of refrigeration equipment.
 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 Your property unless following an accident or misfortune not otherwise excluded
 4. loss of or damage to:
 - a. cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts, or securities of any kind
 - b. property outside the Republics of South Africa and, Namibia, Botswana, Kingdoms of Lesotho, Eswatini, Zimbabwe, and Malawi
 - c. 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.
 5. consequential loss of any kind, delay, loss of market, depreciation or changes brought about by natural causes.

Specific extensions

Debris removal extension (if stated in the schedule to be included)

The insurance under this section includes costs necessarily incurred by You 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 limit stated in the schedule, in respect of anyone defined event.

Restricted cover (if stated in the schedule to be included)

Fire, explosion, collision, derailment and overturning limitation.

The insurance under this section is limited to loss or damage resulting from fire or explosion or collision or the overturning or derailment of the means of conveyance described in the schedule.

Fire extinguishing charges extension

If the property described in the schedule is lost or damaged by fire in the course of a transit insured by this section We will in addition to indemnifying You for such loss or damage pay for the cost of extinguishing or attempting to extinguish such fire provided that the maximum amount payable under this extension shall not exceed the limit of indemnity shown in the schedule opposite this clause plus (if applicable) the increased Fire extinguishing charges extension limit stated in the schedule.

Riot and strike extension (other than RSA and Namibia) (if stated in the schedule to be included)

Subject otherwise to the terms, conditions, exclusions, exceptions, and warranties contained therein, this section is extended to cover loss or damage directly occasioned by or through or in consequence of:

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

provided that this extension does not cover:

- a. loss or damage occurring in the Republic of South Africa and Namibia.
- b. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
- c. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.
- d. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering, or requisition by any lawfully constituted authority.
- e. loss or damage related to or caused by any occurrence referred to in general exception 1 (A) a, c, d, e or f, 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 we allege that, by reason of provisos a, b, c, d or e, loss or damage is not covered by this section, the burden of proving the contrary shall rest on You.

Hijacking recovery costs (if stated in the schedule to be included)

Additional costs incurred in connection with the attempted recovery of any load whilst being transported on an insured vehicle consequent upon a hijacking incident.

Such costs are limited to the reasonable costs in the hiring of a helicopter or other aerial charter service, and for the appointment of an approved reputable investigation bureau when deemed necessary for locating of the Insured load. Provided that

- a. cover under this extension is limited to a maximum indemnity of R25 000 any one incident.
- b. where both the vehicle and the load are insured by Us, the total compensation will be R25 000 for the entire recovery operation under both sections of the policy.

It is further noted that such costs will only be payable should such services be employed within three (3) hours of vehicle and load being stolen. We will consider forgoing this time limitation should there be a location signal from the vehicle's tracking device.

ACCIDENTAL DAMAGE

Defined events (i)

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 s All Risks) listed in the index 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

We shall not be liable for

- (a) any peril excluded, or circumstances precluded from any other insurance available from Us at inception hereof or for any excess payable by You under such insurance, or for any reduction of amount payable under any claim due to the application of average
- (b) 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 a pair, set or collection
- (c) detention, confiscation, attachment, destruction or requisition by any lawfully constituted authority or other judicial process
- (d) unexplained disappearance or shortage only revealed during or after any inventory or omissions in receipts, payments or accounting, or misfiling or misplacing of information
- (e) loss of or damage to insured property caused by
 - (i) any fraudulent scheme, trick, device or false pretence practiced on You (or any person having custody of Yours property) or fraud or the dishonesty of any principal or agent of Yours
 - (ii) overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure. This exception applies only to vessels, pipes, tubes or similar apparatus,
 - (iii) breakdown, electrical, electronic and/or mechanical derangement,
 - (iv) altering, bleaching, cleaning dyeing, manufacture, repair, restoring, servicing, renovating, testing or any other work thereon
 - (ii) 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
 - (vi) denting, chipping, scratching, or cracking not affecting the operation of the item
 - (vii) termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions, the action of light
- (f) settlement or bedding down, ground heave or cracking of structures or the removal or weakening of support to any insured property
- (g)
 - (i) loss of or damage to chemicals, oils, liquids, fluids, gases or fumes due to leakage or discharge from its container
 - (ii) loss or damage resulting from leakage or discharge of chemicals, oils, fluids, gases or fumes
- (h) failure of and/or the deliberate withholding and/or lack of supplies of water, steam, gas, electricity, fuel or refrigerant
- (i) collapse of plant and machinery, buildings, and structures (other than shelving or storage platforms).

Definition

Insured property

Any tangible property belonging to You or held in trust or on commission for which they are responsible other than

- (a) current coin (including Krugerrands and similar coins), bank and currency notes, travellers and other cheques, money and postal orders, current unused postage, revenue and holiday pay stamps, credit card vouchers, unused MVA tokens, and other certificates, documents or instruments of a negotiable nature
- (b) furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art
- (c) property in transit by air, inland waterway, or sea
- (d) railway locomotives, rolling stock and other railway property, aircraft, watercraft, mechanically or electrically propelled vehicles, motorcycles, mobile plant, caravans and trailers
- (e) 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), cableways, bridges, docks, jetties, wharves, piers, excavations, property below the ground or explosives
- (f) electronic data processing equipment and external data media (punch cards, tape discs and the like) and the information they contain
- (g) property in the course of construction, erection or dismantling including materials or supplies related thereto
- (h) property in the possession of customers under lease, rental, credit or suspensive sale agreements
- (i) glass, china, earthenware, marble and other fragile or brittle objects unless stated in the schedule to be insured.

Defined events (ii) (if stated in the schedule to be included)

Accidental physical loss or damage to the insured property caused by discharge or leakage from tanks, pipes or apparatus 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 or apparatus.

Clauses and extensions

Restricted cover clause

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 You.

Additional costs clause

In respect of buildings, plant and machinery insured, the sum insured include

- (a) 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
 - (i) anything for which notice had been served on You prior to the insured event
 - (ii) anything connected with undamaged property or undamaged portions of property
 - (iii) rates, taxes, duties, development and other charges payable under the said regulations due to capital appreciation of the insured property
- (b) fees for the examination of municipal or other plans
- (c) costs incurred in the necessary demolition, removal of debris (including undamaged contents) and the erection and maintenance of hoardings during demolition and rebuilding
- (d) the professional fees of architects, quantity surveyors and other consultants and the sum insured on all insured property includes
- (e) charges levied by any authorised fire brigade for their services

But We shall not be liable under (a), (b) or (d) unless the lost or damaged property is replaced or reinstated without undue delay nor under (d) for any expenses in connection with the preparation of Your claim.

Further, We shall not be liable under (c) for any costs or expenses

- (i) incurred in removing debris except for the site of such property destroyed or damaged and the area immediately adjacent to such site
- (ii) arising from pollution or contamination of property not insured by this policy/section.

Mortgagees clause

From the date of notification, We accept 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 Us as soon as such act or omission comes to his knowledge and agrees to be responsible for any additional premium resulting from Our assuming any increased hazard.

Railway and other subrogation clause

You 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.

Tenants clause

You shall not be prejudiced by the act of any tenant in premises he owns or in which he is a co-tenant or of the owner of any premises of which he is a tenant, provided that We are notified as soon as he becomes aware of such act and he pays any additional premium resulting from Our assuming any additional hazard.

Electrical power surge (if stated in the schedule to be included)

We shall indemnify You for damage to Your machinery, electronic or electrical equipment insured under the Fire, Buildings Combined and Office Contents sections, caused directly by a power surge on the power line subject to the limits as set out in the Schedule. There will be no consequential loss cover such as but not limited to deterioration of stock or business interruption.

You shall be responsible for the following excess:

- (a) 10% of claim min R2 000 if the main electrical distribution board of the Property is protected with a surge protector, lightning arrestors or other protection device installed by a qualified electrician and certified to be compliant with SANS 10142-1 regulations,
- (b) 35% of claim min R5 000 if the main electrical distribution board of the Property is not protected by a surge protector, lightning arrestor or other protection device installed by a qualified electrician and certified to be compliant with SANS 10142-1 regulations.

Memoranda

1. **Average** (if stated in the schedule to be included)
if, on the occurrence of an insured event, the value of the insured property is greater than the sum insured thereon You shall be considered his 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 memorandum.
2. **Excluded property** (if stated in the schedule to be included)
The property listed in the schedule is added to the excluded property in the definition of insured property.
3. **Reinstatement** (if stated in the schedule to be included)
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
 - (a) the work of replacement or reinstatement (which may be carried out on another site and in any manner suitable to Your requirements subject to Our liability not being thereby increased) must be commenced and carried out with reasonable despatch otherwise no payment

beyond the amount that would have been payable if this memorandum had not been incorporated in this section shall be made

- (b) We shall not be liable for any payment beyond the amount that would have been incurred by You in replacing or reinstating the lost or damaged insured property
- (c) if, at the time of replacement or reinstatement, the sum representing the cost 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, You 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 memorandum applies shall be separately subject to this provision
- (d) this memorandum shall not apply if
 - (i) You fail to intimate to Us within six months of the insured event or such further time as We may allow in writing Your intention to replace or reinstate the lost or damaged insured property
 - (ii) You are unable or unwilling to replace or reinstate the lost or damaged insured property on the same or another site.

4. **First loss average** (if stated in the schedule to be included)

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, You shall be considered as being their own insurer for the difference and We 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.

PUBLIC LIABILITY

Defined events

Damages which You shall become legally liable to pay consequent upon death of or bodily injury to or illness of any person (hereinafter termed injury), or loss of or physical damage to tangible property (hereinafter termed damage) 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 You in writing during the period of insurance.

The limits of indemnity

The amount payable, inclusive of any legal costs recoverable from You by a claimant or any number of claimants and all other costs and expenses incurred with Our 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

Anywhere in the world but not in connection with

- (i) any business carried on by You at or from premises outside or
- (ii) any contract for the performance of work outside the Republics of South Africa and, Namibia, Botswana, Kingdoms of Lesotho and, Eswatini, Zimbabwe, and Malawi.

Specific exceptions (applicable to entire section including any extension thereto)

We will not indemnify You in respect of

1. liability consequent upon injury to any person employed by You under a contract of service including temporary and/or part time teachers, voluntary workers and student teachers and arising from and in the course of such employment by You.
2. damage to
 - (a)
 - (i) property belonging to You
 - (ii) property in Your custody or control or any employee of Yours
 - (iii) committee members', employees', scholars' and visitors' clothing and personal effects
 - (b) that part of any property on which You are or have been working if such damage results directly from such work
3. liability consequent upon injury or damage
 - (a) caused by or through or in connection with any advice or treatment of a professional nature (other than first aid treatment) given or administered by or at Your direction
 - (b) caused by or through or in connection with the ownership, possession or use by or on Your behalf of any mechanically propelled vehicle (other than a pedal cycle or lawnmower or any pedestrian-controlled garden equipment) or trailer or of any watercraft (other than rowing craft not exceeding 15 metres in length and then only whilst on inland waterways), locomotive or rolling stock, provided that this exception shall not relieve Us of liability to indemnify You in respect of liability consequent upon injury or damage arising beyond the limits of the carriageway or thoroughfare in connection with the loading or unloading of any vehicle, insofar as such injury or damage is not insured by any other insurance policy. This exception will not apply to any motor vehicle on the insured's premises for which compulsory insurance is not required by legislation provided You are not indemnified by any other motor policy
 - (c) caused by or through or in connection with
 - (i) the refuelling of aircraft
 - (ii) the ownership, hire or leasing of any airport, airstrip or helicopter pad
 - (iii) the ownership, possession, maintenance, operation or use of aircraft or an airline

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- (d) caused by or through or in connection with goods or products (including containers and labels) sold or supplied and happening elsewhere than on the premises occupied by You other than food and drink supplied incidentally for consumption on the premises
 - (e) occurring after the completion and handing over of any work and caused by or through or in connection with any defect or error in or omission from such work
- 4. damage caused by dewatering, vibration or by the removal or weakening of or interference with support to any land, building or other structure
 - 5. liability assumed by agreement (other than Your own standard conditions of contract) unless liability would have attached to You notwithstanding such agreement
 - 6. fines, penalties, punitive, exemplary, or vindictive damages
 - 7. (a) damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republics of South Africa and Namibia, Botswana, Kingdoms of Lesotho and Eswatini
 - (b) costs and expenses of litigation recovered by a claimant from You which are not incurred in and recoverable in the area described in 7(a) above
 - 8. any claim arising from an event known to You
 - (a) which is not reported to Us in terms of General condition 6
 - (b) prior to inception of this section
 - 9. any claim (in the event of cancellation or non-renewal of this section) not first made in writing against You within the 48-month period (or extended period in respect of minors) as specified in specific condition 2
 - 10. the first amount payable.
You shall be responsible for the first amount payable as stated in the schedule in respect of any one claim or number of claims arising from all events of a series consequent upon or attributable to any one source or original cause. The provisions of this clause shall apply to claims arising from damage and shall apply to costs and expenses incurred by You.
 - 11. the deliberate, conscious and intentional disregard by Your professional technical or administrative management of the need to take reasonable precautions to prevent any event or circumstance which may give rise to a claim
 - 12. penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties
 - 13. any condition directly or indirectly caused by or with Human T-Cell Lymphotropic Virus Type III (HTLV III) or Lymphadenopathy Associated Virus (LAV) or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any Syndrome or condition of a similar kind howsoever it shall be named.
 - 14. any claim alleging or involving:
 - a. molestation or sexual abuse
 - b. cyber incidents including but not limited to cyberbullying or cyberattacks, of a Learner, Educator, or any other party:
 - i. in the event that You are found to have turned a blind eye or having condoned the acts of the Perpetrator or Accused
 - ii. unless all Educators and Employees of Yours have been formally vetted, prior to employment which process shall include, but not be limited to, compliance with all legislative requirements governing the conduct of Your business, a Police clearance which is not older than six months and submission by You of the potential employees' details to the Department of Justice for vetting against the National Register for Sex Offenders.

We will not provide cover or indemnify to the alleged Perpetrator or Accused. If the Insured has complied with points i. and ii. above, the maximum amount Insurers will pay in respect of indemnity and/or defence costs is

the Indemnity Limit applicable to this Section or R5,000,000, whichever is the lesser, any one claim and any one period of 12 consecutive months from inception date or anniversary date.

Memorandum

In respect of this section only, General exception 1 is deleted and replaced by the following:

This 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.

Specific conditions

1. Any claim first made in writing against You as a result of a defined event reported in terms of General condition 6 (hereinafter termed reported event) shall be treated as if it had first been made against You on the same day that You reported the event to Us.
2. In the event of cancellation or non-renewal of the policy,
 - (a) any claim resulting from a reported event, first made in writing against You during the 48 months immediately following cancellation or non-renewal shall be treated as having been made against You on the same day that You reported the event. If the claimant is a minor, the period of 48 months will be extended until the expiry of 12 months after the attainment of majority by the claimant
 - (b) You may report an event in terms of General condition 6 to Us for up to 15 days after cancellation or non-renewal, provided
 - (i) such event occurred during the period of insurance
 - (ii) any subsequent claim first made in writing against You 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-month period specified in 2 (a) above.
3. Any series of claims made against You by one or more than one claimant during the 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 You
 - (a) on the date that the event was reported by You in terms of General condition 6 or
 - (b) if You were 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 You.

Extensions

(Provided always that Our total liability in terms of the Public Liability Section is not increased beyond that which would have applied in the absence of such Extensions)

Additional insured

We will also, as though a separate policy had been issued to each, indemnify

- (a) in the event of the Your death, any personal representative of Yours in respect of liability incurred by You
- (b) any partner or director or employee of Yours (if You so request) against any claim for which You are entitled to indemnity under this insurance
- (c) to the extent required by the conditions of any contract (and notwithstanding Specific exception 5), and in connection with any liability arising from the performance of the contract, any employer named in any contract entered into by You for the purposes of the business
- (d) in respect of the activities of any social or sports club, welfare organization, first aid, fire or ambulance service, canteen, or the like, belonging to or formed by You for the benefit of their employees,
 - (i) any officer or member thereof
 - (ii) any visiting sports team or member thereof

provided that

- (1) Our aggregate liability is not increased beyond the limits of indemnity stated in the schedule
- (2) any person or organization to which this extension applies is not entitled to indemnity under any other policy
- (3) the indemnity under (a), (b) and (c) applies only in respect of liability for which You would have been entitled to indemnity if the claim had been made against You.

For the purposes of this extension, We waive all rights of subrogation or action which they may have or acquire against any of the above, and each party to whom the indemnity hereunder applies shall observe, fulfil and be subject to the terms, exceptions, and conditions (both general and specific) of this insurance in so far as they can apply.

Security Service Providers

Notwithstanding specific exception 5, if in terms of a contract with a security service provider engaged to protect Your property in the course of Your business stated in the schedule or persons, You become legally liable for the acts or omissions of the employees of the security service provider in the course of their employment, then this section includes such legal liability to the extent that indemnity would have been granted under this section had the said employees been under a contract of service to You and not the security firm, but not exceeding the limit of liability stated in the schedule.

If, at the time of an event giving rise to a claim, the security service provider is entitled to indemnity under any other policy in respect of the same event, We shall not be liable to make any payment except in respect of any amount above the amount payable under such other policy.

Cross liabilities

Where more than one insured is named in the schedule, We will indemnify each insured separately and not jointly, and any liability arising between such insureds shall be treated as though separate policies had been issued to each, provided that Our aggregate liability shall not exceed the limit of indemnity stated in the schedule.

Tool of trade

Specific exception 3(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 We shall not be liable hereunder in respect of so 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 We be liable where any other form of motor insurance has been effected by You covering the same liability.

Liability by agreement

Notwithstanding the provisions of specific exceptions 2(a)(ii), 3(b) and 5, this section extends to indemnify You

- (a) against liability assumed by You under any contract entered into with or indemnity given to Transnet, 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
- (b) against liability arising from loss of or damage to property belonging to Transnet while in Your custody or control
- (c) in respect of liability caused by or through or in connection with any vehicle, trailer, locomotive or rolling stock belonging to Transnet while being used by or on behalf of You at any railway siding.

Unattached trailers

Specific exception 3(b) shall, as far as it relates to trailers, not apply in respect of any trailer not attached to and not having become unintentionally detached from any mechanically propelled vehicle, provided that We shall not be liable hereunder in respect of so much of any liability

- (i) which is insured by or would, but for the existence of this section, be insured by any other policy or policies effected by You

-
- (ii) as falls within the scope of any compulsory third-party insurance legislation, notwithstanding that no such insurance is in force or has been effected.

Emergency medical costs

We will indemnify You for all reasonable expenses incurred by You for such immediate medical treatment as may be necessary at the time of an accident-causing injury to any person who may be the subject of a claim for indemnity by You in terms of this section.

Car parks

Notwithstanding the provisions of specific exception 2(a)(ii), We will indemnify You in respect of liability as herein provided arising from loss of or damage to vehicles and their contents and accessories, the property of committee members, employees, learners, or visitors of Yours using parking facilities provided by You.

Gratuitous advice

Notwithstanding specific exclusion 3(a) the insurer will indemnify You in respect of Defined Events caused by the negligent provision of technical information or advice provided that this section does not cover liability arising:

- 1 out of Your insolvency
- 2 out of financial services and/or cost estimates provided by or on Your behalf
- 3 out of defamation and injuria, whether written or verbal
- 4 out of design, formula, supervision, treatment, or advice given by or on Your behalf in exchange for a fee or benefit of some kind
- 5 in connection with a Product unless the extension for Products Liability is included in the schedule

In the event of a claim under this extension, and if indemnity is also provided under any other insurance, this extension shall not be drawn into contribution except in respect of any amount for which You are liable over and above the cover provided by the other insurance subject to the limit of indemnity.

Food and Drink

food or drink poisoning at the premises or attributable to food or drink supplied from the premises

Tenant's liability

Specific exceptions 2(a)(ii) and 3(b) of this section shall not apply to premises occupied by You as tenant (but not as owner) thereof.

Pollution liability

We will indemnify You against liability in respect of injury, damage, or loss of use of property directly or indirectly caused by seepage, pollution or contamination and the cost of removing, nullifying, or cleaning up seeping, polluting or contamination caused by a sudden, identifiable, unintended, and unexpected happening which takes place in its entirety at a specific time and place. There is no cover for Gradual Pollution.

The amount payable under this extension, inclusive of any legal costs recoverable from You by a claimant or any number of claimants, and all other costs and expenses incurred with Our consent, for any one event or series of events with one original cause or source or during one (annual) period of insurance, shall not exceed in the aggregate the limit of indemnity for this extension stated in the schedule.

Learner / Educator

Subject to the exclusion as contained in Specific Exception 14 above, We will indemnify You in respect of damages and claimant's costs that You shall become legally liable to pay in connection with any claim or claims made against You within the territorial limits during the period of insurance by reason of:

1. injury to any Educator or Learner caused by another Educator or Learner
2. damage to property belonging to any Educator or Learner

caused by another Educator or Learner which occurred whilst the Educator or Learner causing such injury or damage was acting in the course and scope of their capacity as an Educator or Learner

For the purpose of this extension

- (a) a Learner is any: -
 - (i) full-time or part-time Learner at Your school
 - (ii) Learner who is visiting Your school or any Learner who is temporarily in the charge of an employee or other representative of Yours
- (b) an Educator is any Educator employed at Your school
- (c) specific exception 1. shall not apply to injury to any Educator.

Statutory Legal Defence Costs

We will indemnify You in respect of legal costs, fees and expenses up to the limit of R250 000, incurred with the prior consent of the Underwriters in the defence of any criminal action brought against You as a result of the alleged contravention during the Period of Insurance of any statute governing the conduct of the Business, other than statutes governing the ownership or use of motor vehicles or labour or the Companies Act No. 61 of 1973 (as amended), and all as read in conjunction with the Criminal Procedure Act No. 56 of 1955 (as amended)

Provided always that:

- a. no indemnity shall be granted for fines or penalties
- b. in the case of an Appeal, the Insurers shall not indemnify the Insured unless a Senior Counsel (to be agreed to by the Underwriters) shall advise that such Appeal should be likely to succeed.

Products Liability and Defective Workmanship (if stated in the schedule to be included and subject to the limit stated in the schedule)

Notwithstanding anything to the contrary contained in specific exception 3(d), We will indemnify You in respect of defined events happening anywhere in the territories stated in the schedule elsewhere than at premises occupied by You and caused by goods or products (including containers and labels) sold or supplied including wrongful delivery and delivery of incorrect goods by You in connection with the business.

The amount payable under this extension, inclusive of any legal costs recoverable from You by a claimant or any number of claimants, and all other costs and expenses incurred with Our consent, for any one event or series of events with one original cause or source or during one (annual) period of insurance, shall not exceed in the aggregate the limit of indemnity for this extension stated in the schedule.

Claims series clause

Aggregates several claims/insured events to one single claim/insured event or several losses to one single loss. A claims series clause may stipulate that two actual separate claims (two infringements) under a liability insurance are to be regarded as a single claim.

Any series of claims made against You 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 You

- a. on the date that the event was reported by You in terms of General condition 6
- or
- b. if You were not aware of any event

Additional specific exceptions (applicable to products liability extension)

This extension does not cover liability

- (a) for the cost of repair, alteration, recall or replacement of the goods or products (including containers and labels) causing injury or damage

- (b) for the cost of demolition, breaking out, dismantling, delivery, rebuilding, supply and installation of the goods or products (including containers and labels) and any other property essential to such repair, alteration, or replacement unless physically damaged by the goods or products
- (c)
 - (i) arising from defective or faulty design, formula, plan or specification, but if You are a retailer this specific exception (iii) does not apply if Your activities are wholly restricted to sales, distribution and/or marketing (including any marketing advisory service accompanying the products) of the product, and Your activities do not include final preparation which means repackaging, packing, labelling, cleaning or provision of operating instructions prior to sale to the insured's original customers, nor include any enhancement, amendment or alteration to the product
 - (ii) arising from inefficiency or failure to conform to specification, unless such inefficacy or failure is due to negligence in the following of such specification
- (d) arising from goods or products intended to be installed and installed in, or intended to form part of and forming part of, an aircraft
- (e) in respect of injury or damage happening in the United States of America or Canada caused by or through or in connection with any goods or products sold or supplied by You or to Your order, if such goods or products have, to Your knowledge, been exported to the United States of America or Canada by or on Your behalf.

Defective workmanship

Specific exception 2(b) is deleted.

We will not pay if the legal liability is for the cost of performing, completing, correcting, or improving any work done by You. However, this exclusion does not apply in respect of claims for legal liability as a consequence of such defective work.

The amount payable under this extension, inclusive of any legal costs recoverable from you by a claimant or any number of claimants and all other costs and expenses incurred with Our consent, for:

- a) any one event or series of events
- b) with one original cause or source
- c) or during anyone (annual) period of insurance,

shall not exceed in the aggregate the limit of indemnity for this extension stated in the schedule

Additional specific exceptions (applicable to defective workmanship liability)

This extension does not cover liability:

- (i) for the cost of rectifying or recalling defective work
- (ii) arising from inefficacy of such work or because the work did not produce the result anticipated or claimed
- (iii) arising prior to the handing over of such work
- (iv) arising from defective design
- (v) arising from any work on any aircraft or part thereof.

Professional Indemnity (if stated in the schedule to be included and subject to the limit stated in the schedule)

We will indemnify You in respect of damages and claimant's costs that You shall become legally liable to pay in connection with any claim or claims made against You within the territorial limits during the period of insurance by reason of

- (i) any act, error, neglect, or omission amounting to a breach of professional duty in connection with the business named in the schedule
- (ii) any breach of implied warranty of authority or of trust committed in good faith
- (iii) wrongful dismissal of an employee or wrongful expulsion of a scholar
- (iv) defamation and/or injuria
- (v) infringement of copyright

- (vi) destruction of or damage to or loss of any documents entrusted to You. "Documents" shall mean mortgage bonds, title deeds, transfer deeds, power of attorney, tender documents and agreements, wills, manuscripts, business books, maps, plans, specifications, computer programmes, records (whether on paper, microfilm, magnetic tape or disc) and written or printed documents and forms of any nature but excluding stamps of any kind, bank or currency notes or other negotiable instruments including cash, credit or other similar cards.

Provided that We will not indemnify You in respect of any claim for the cost of replacing and/or restoring of any documents belonging to You.

The amount payable under this extension, inclusive of any legal costs recoverable from You by a claimant or any number of claimants, and all other costs and expenses incurred with Our consent, for any one event or series of events with one original cause or source or during one (annual) period of insurance, shall not exceed in the aggregate the limit of indemnity for this extension stated in the schedule.

Special provisions (applicable to Professional indemnity extension)

Sub-contracted duties

In the event of You sub-contracting any part of the duties necessary to carry out the business it is agreed that You shall continue to be indemnified (subject to the terms, specific exceptions and conditions of this section) in respect of Your liability arising out of such duties.

Provided always that such duties shall be sub-contracted only to suitably qualified persons and that You shall at all times retain all rights of recourse and remedies against such persons and You shall give Us all reasonable assistance in executing such rights.

In the event that We allege that You are not entitled to indemnity under the provisions of this clause by virtue of breach of any of the provisions above, the onus of proving the contrary shall rest on You.

Additional specific exceptions (applicable to professional indemnity extension) This extension does not cover liability for

- (a) claims for loss or damage to tangible property of any kind in Your custody (this exception shall not apply to defined event (vii) above)
- (b) any dishonest or malicious acts committed by or with the knowledge and/or consent of the governing body
- (c) liability assumed under a contract or agreement other than
 - (i) under a standard agreement for Your business
 - (ii) under any agreement for the lease of office premises or office machinery
 - (iii) that which would not have attached in the absence of such contract or agreement
- (d) injury to any employee where injury arises from and in the course of employment
- (e) Your insolvency or their principals/employees
- (f) any unfair labour practice within the meaning of the Labour Relations Act No. 66 of 1995 as amended
- (g) any liability insured (or excluded and not provided for by this section) by another section of the policy
- (h) any claim arising from or contributed to by depreciation (or failure to appreciate) in value of any investment, including securities, commodities, currencies, options, and futures transactions or as a result of any actual or alleged representation guarantee or warranty provided by or on Your behalf as to the performance of any such investment
- (i) any legal liability arising from or contributed to by loss of value, surrender value or cancellation value of any leased product or service as a result of fluctuations in value of such product or service

DIRECTORS' & OFFICERS' LIABILITY

In consideration of the payment of the premium and in reliance upon the proposal and other information, supplied by or on Your behalf, which shall be the basis of this contract of insurance, We agree to indemnify You in the manner and to the extent stated herein.

This insurance will apply only to Claims first made against You during the Period of Insurance. If, however, an Insured notifies Us during the currency of this Policy, or within thirty (30) days thereafter of any circumstance occurring during the period from the applicable retroactive date to the expiry date of this Policy, then any Claim or Claims which may subsequently arise in connection with such circumstance shall be treated as having been made during the period of this Policy.

Insuring agreements

We agree to indemnify:

- A. **Directors and officers liability**
the Insured Persons against Loss arising out of any Claim or Claims made against them jointly or severally on account of any Wrongful Act committed or alleged to have been committed by them.
- B. **Company reimbursement**
the Company against Costs and Expenses paid by the Company arising out of any Claim or Claims as described in Insuring Agreement A but only when and to the extent that the Company shall be required or permitted to indemnify the Insured Persons pursuant to the law or in terms of the Memorandum of Incorporation or Articles of Association of the Company.

Definitions and interpretations

Various words and phrases have a standard meaning within this Policy and such meanings are defined in this section. Where a more general meaning applies this will be apparent from the way it is used in this Policy.

In any instance where there is conflict, Specific conditions shall override General conditions.

The titles and headings to the various paragraphs and sections in this Policy, including endorsements attached, are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such paragraphs and sections to which they relate.

Insured means:

1. any person or persons as listed as Insured in the schedule while acting in their capacity as a director, member, partner, or principal of the business including their predecessors in that specific business as director, member, partner, or principal and
2. any person who becomes a director, member, partner, or principal during the period of insurance, but limited to the extent that liability only attaches to Them acting in this capacity and
3. any employee of the Company other than as described above named as co-defendant in an action with any of the above mentioned.

In addition, cover will also apply to the following, but only in respect of any Wrongful Act committed or alleged to have been committed by an Insured Person while serving in his or her capacity as a director or Officer of the Company:

- a. the estates, heirs, legal representatives, or assignees of such Insured Persons in the event of their death, incapacity, bankruptcy, or insolvency
- b. the lawful spouses of such Insured Persons, but only in respect of any Claims brought against such spouses solely by reason of:
 - i. such status as lawful spouse(s) of Insured Persons, and
 - ii. such spouses' ownership or interest in property which the claimant seeks as recovery for an alleged Wrongful Act of the Insured Persons.

All sums which such spouse becomes legally liable to pay on account of such Claim shall be treated as a loss which the Insured Person becomes liable to pay on account of the Claim made against the Insured Person.

Claim means:

1. any suit or proceedings brought by any person or organisation against any Insured Person for monetary damages; or
2. any written demand from a person or organisation detailing the intention of such person or organisation to hold one or more Insured Persons responsible for monetary damages; or
3. any criminal prosecution brought against an Insured Person; or
4. any administrative or regulatory proceeding or other official investigation into the action or omission of an Insured Person.

Company means:

the company or organisation named in the Schedule or any Subsidiary of the named company or organisation. Company shall also mean any entity acquired, created, formed or associated during the Period of Insurance provided that this Policy shall only apply in respect of a Wrongful Act committed or alleged to have been committed by an Insured Person subsequent to the date of acquisition, creation, formation or association.

Costs and Expenses mean:

legal expenses (including disbursements) reasonably incurred with Our prior agreement by or on behalf of an Insured Person in the evaluation and investigation of Claims, handling, response to and defence of Claims including but not limited to Claims which result in any actions, suits or proceedings and any appeals. Costs and Expenses shall not include overhead, or benefit expenses associated with salaries, wages and fees of Insured Persons or of the Company.

Deductibles mean:

the amounts stated in the Schedule applicable to each and every Claim or series of Claims arising out of an Occurrence for which You shall be responsible and shall remain uninsured.

Employment Practice Claim means:

any claim or series of related claims relating to a past, present or prospective employee of the Company and arising out of any actual or alleged unfair or wrongful dismissal, discharge or termination, either actual or constructive, of employment, employment-related misrepresentation, wrongful failure to employ or promote, wrongful deprivation of career opportunities, wrongful discipline; failure to furnish accurate job references; failure to grant tenure or negligent employee evaluation; or sexual or workplace or racial or disability harassment of any kind (including the alleged creation of an harassing workplace environment) or unlawful discrimination, whether direct, indirect, intentional or unintentional, or failure to provide adequate employee policies and procedures.

Executive Officer means:

the chairperson, chief executive officer, managing director, chief financial officer or in-house general counsel.

Limit of Indemnity means:

Our total liability to pay a Loss in respect of any one Occurrence or any number of Occurrences in the Period of Insurance. The renewal of the Policy from year to year will not have the effect of increasing the Limit of Indemnity. The Limit of Indemnity shall apply in excess of the Deductible, if any.

To the extent that You are accountable to the tax authorities for Value Added Tax in respect of any payment in terms of this Policy We will include the amount of such tax in the final settlement of any claim under this Policy in addition to the Limits of Liability.

Should any Limit of Indemnity be altered during the Period of Insurance the Limit of Indemnity applicable when You first became aware of an Occurrence shall apply to all claims made or deemed to have been made or arising out of such occurrence.

Loss means:

any amount which an Insured may become legally obligated to pay in terms of damages, judgments, settlements including claimant's costs and Costs and Expenses as defined. Loss excludes civil or criminal fines or penalties, taxes, remuneration or employment related benefit.

North America means:

The United States of America and Canada and or any other territory that may be operating under the laws of these two respective countries.

Occurrence means:

an event or series of events or continuous or repeated exposure to the same or similar set of conditions giving rise to a Claim or any number of Claims and such Claims shall be deemed to be first made on the date the earliest of such Claims is first made regardless of whether such date is before or during the Period of Insurance.

Officer means:

any natural person who is employed by the Company in an executive, managerial or supervisory position.

Period of Insurance means:

the period stated in the Schedule

Policy means:

the contents of this document together with the Schedule, incorporating all Extensions and Endorsements, issued from time to time by Us to attach to this insurance together with the Proposal which shall all be read together as the contract of insurance.

Subsidiary means:

any company which the Company or a Subsidiary control through:

1. holding a majority of the voting rights; or
2. the right to appoint or remove a majority of its board of directors; or
3. controlling alone, or pursuant to a written agreement with other shareholders or members, a majority of the voting rights therein.

If before or during the Period of Insurance an organisation ceases to be a Subsidiary, cover in respect of such Subsidiary and its Insured Persons shall continue until termination of this Policy but only in respect of Claims for Wrongful Acts taking place subsequent to any applicable Retroactive Date and prior to the date such organisation ceased to be a Subsidiary.

Change in Control Transaction means:

one of the following events:

1. the Company merges with or consolidates into any other entity
2. the Company sells all or more than 90% of its assets to any person or entity or persons or entities acting in concert
3. any person or entity or persons or entities acting in concert acquire more than 50% of the issued share capital of the Company
4. any person or entity or persons or entities acting in concert acquire control of the appointment of the majority of the directors of the Company.

Wrongful Act means:

any actual or attempted breach of duty, breach of statute, breach of trust, breach of warranty of authority, neglect, fault, oversight, Employment Practice Claim, error, omission misstatement, misleading statement or other act by any Insured Person acting in his/her capacity as director or Officer or any claim made against an Insured Person solely by reason of his/her serving in his/her capacity as director or Officer.

Corporate Manslaughter means

any proceeding brought against an Insured Person for a gross breach of duty of care causing the death of another person, to the extent and provided that it is applicable in the local legislation.

- a. Corporate Manslaughter Defence Costs
Costs of defending proceedings brought against an Insured Person for Corporate Manslaughter

Exclusions

This insurance cover will not apply to any Claims made against an Insured.

1. Bodily Injury and Property Damage

- a. for any bodily injury, mental anguish or emotional distress, sickness, disease or death, or any other mental, emotional or physical injury of any person, or
- b. for any loss of or damage to or destruction of any tangible property unless such Claim, loss, liability or expense arises from negligent advice, or
- c. for defamation of character or violation of a person's right of privacy.

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2. **Claims and Circumstances known at inception**
for any Claim or Circumstance known to You prior to the inception of this Policy or which in the reasonable opinion of Ours ought to have been known by You and which was not declared.
 3. **Retroactive Date**
arising from any circumstance occurring or alleged to have occurred prior to the applicable Retroactive Date stated in the Schedule provided that nothing contained within this exclusion shall be interpreted as releasing You from Your obligation to disclose as a material fact all details of Claims made or outstanding or events likely to give rise to a Claim.
 4. **Secret profit**
based upon or attributable to any Insured Persons gaining any **secret profit**, advantage, remuneration or reward to which they were not legally entitled.
 5. **Willful misconduct**
brought about or contributed to by dishonesty, fraud, the wilful violation of any statute or regulation or malicious conduct of any Insured Persons provided that:
 - a. this exclusion shall not relieve Us of liability to provide indemnity in respect of any Costs and Expenses reasonably incurred in successfully defending proceedings in respect of any allegation of such Wrongful Act;
 - b. the dishonesty or fraud of any Insured Persons shall not be imputed to the Company or any other Insured Persons;
 - c. We will indemnify the Insured Persons where the final judgement or other final adjudication of the court hearings or proceedings against the Insured Persons determines their legal liability in respect of a Wrongful Act on some cause of action which is not dependent on the existence of a dishonest, fraudulent or malicious purpose or intent and makes no finding of their dishonesty, fraud or malicious conduct in relation to the Wrongful Act in question.
 6. **Failing to perform professional duties**
arising out of any Insured Person's actual or alleged performance of or failure to perform professional services, any actual or alleged breach of duty owed in a professional capacity, providing professional advice, or any act, error or omission relating thereto arising from or attributable to the Insured Persons carrying out or failing to carry out professional services in the Business.

This exclusion shall not apply to any Claim alleging failure to supervise those who performed or failed to perform such professional services.
 7. **Instigation**
whether in the name of the Company or not, and instigated by any Insured Person against another Insured Person but this exclusion shall not apply to:
 - a. any Claim brought or maintained by an Insured Person for contribution or indemnity, if the claim directly results from another Claim otherwise covered under this Policy;
 - b. any Claim brought or maintained by a curator, liquidator or administrator on behalf of the Company without the solicitation, assistance or participation of any Insured Person or the Company;
 - c. any Claim brought or maintained by any former director, officer or employee of the Company.
 8. **Insider trading**
arising directly or indirectly out of actual or alleged insider trading irrespective of whether the Insured Person obtained any financial or other benefit there from.
 9. **Pension fund involvement**
based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any pension profit sharing or employee benefit or welfare programme or share option, share incentive scheme or trust established in whole or in part for the benefit of any directors, officers or employees of the Company.
 10. **Failure to procure insurances**
arising out of any failure or omission to procure or maintain insurance coverage of any kind.
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11. **Public Finance Management Act**
based upon, arising out of or in any way involving any loss or legal liability of whatsoever nature attributable to the Public Finance Management Act which would not have attached in the absence of such Act.
12. **Geographical and Jurisdiction Limits**
for any claims made based on:
- work in connection with any contract performed outside of the Republics of South Africa and Namibia, Mozambique, Kingdoms of Lesotho and, Eswatini, Zimbabwe and Botswana.
 - any judgment, award, payment or settlement made within countries which operate under the laws of the North America or
 - any order made anywhere in the World to enforce any judgment, award or settlement either in whole or in part, made in the courts of or under the laws of North America.
13. **Pollutants**
arising out of, based upon or attributable to or in any way involving, directly or indirectly, the actual, alleged or threatened discharge, dispersal, release or escape of pollutants; or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise pollutants, nuclear material or nuclear waste.
14. **Nuclear Risks, War/Terrorist Risks**
for legal liability, loss (including consequential loss) or damage, cost or expenses caused directly or indirectly by any of the following, regardless of any cause or event contributing concurrently or in any sequence to the loss:
- ionising radiation or contamination by radioactivity from any nuclear material, nuclear fission or fusion, nuclear radiation, nuclear waste from the use of nuclear fuels, nuclear explosives or any nuclear weapon;
 - the radioactive, toxic, explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof;
 - war, invasions, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, civil commotion assuming the proportion of or amounting to a popular uprising, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority, or
 - any act or acts, or threat thereof, of terrorism, force or violence for political, religious or other ends directed towards the overthrowing or influencing of the government, or for the purpose of putting the public in fear, by any person or persons acting alone or on behalf of or in connection with any organisation.
15. **Asbestos and Toxic Mould**
for legal liability, loss (including consequential loss) or damage, cost or expenses caused directly or indirectly by or in any manner related to asbestos and Fungi. For the purposes of this clause, Fungi shall mean any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota, including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.
16. **Insolvency**
arising out of or attributable to the insolvency of the Company.
17. **Money Laundering**
arising out of, based upon or attributable to or in any way involving any actual or alleged act of Money Laundering. The burden of proving that any loss does not fall within this exclusion shall be upon You.
18. **Commissions**
based upon payments, **commissions**, gratuities, benefits or any other favour to or for the benefit of any:
- political group or party;
 - Government or armed services official;
 - director, officer, employee, or any person having a proprietary interest in any customer of the Company.
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19. **Corporate Manslaughter**
any Claim or Loss or any extension of cover arising out of, based upon or attributable to any criminal act other than costs as allowed for under Prosecution Costs, Corporate Manslaughter Defence Costs, Environmental Violation Defence Costs or permitted advanced Defence Costs as provided for in this Policy.
20. **Abusive Acts**
any claim alleging or involving:
- a. molestation or sexual abuse
 - b. cyber incidents including but not limited to cyberbullying or cyberattacks, of a Learner, Educator, or any other party:
 - i. in the event that You are found to have turned a blind eye or having condoned the acts of the Perpetrator or Accused
 - ii. unless all Educators and Employees of Yours have been formally vetted, prior to employment which process shall include, but not be limited to, compliance with all legislative requirements governing the conduct of Your business, a Police clearance which is not older than six months and submission by You of the potential employees' details to the Department of Justice for vetting against the National Register for Sex Offenders.

We will not provide cover or indemnify to the alleged Perpetrator or Accused. If the Insured has complied with points i. and ii. above, the maximum amount Insurers will pay in respect of indemnity and/or defence costs is the Indemnity Limit applicable to this Section or R5,000,000, whichever is the lesser, any one claim and any one period of 12 consecutive months from inception date or anniversary date.

Conditions

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
2. This Policy shall be governed by the laws of the Republic of South Africa, whose courts shall have jurisdiction in any dispute arising hereunder.
3. The due observance and fulfilment of any of the provisions of this Policy that require anything to be done or complied with by You and the truth of the answers and statements in the information supplied by You or on their behalf are precedent to any liability of Ours to provide indemnity to any Insured under this Policy. However, this notwithstanding, no fact pertaining to or knowledge possessed by any Insured Persons shall be imputed to any other Insured Persons for the purpose of determining the availability of cover for or with respect to Claims made against any Insured Persons. Only facts pertaining to or knowledge possessed or actions by an Executive Officer shall be imputed to Us for purposes of applying the exclusions set forth in this Policy.
4. You shall, as a condition precedent to their rights under this Policy, give to Us written notice of any Claim made against the Insured Persons as soon as practicable but in any event no later than thirty (30) days after expiry of the Period of Insurance. You shall, further, include within any notice of Claim or circumstance all relevant known information concerning the alleged Wrongful Act, the Claim and the claimants and give to Us such further information and cooperation as We may reasonably request.
5. By acceptance of this Policy, We agree to act on Your behalf in respect of the giving and receiving of notice of termination, the payment of premiums and the receiving of any return premiums that may become due under this Policy, the agreement to and acceptance of endorsements, and the giving or receiving of any notice provided for in this Policy and the Insured Persons agree that We may act on their behalf. The Insured Persons may personally give notice of a Claim against them to Us.
6. If during the Period of Insurance, a Change in Control Transaction occurs, cover under this Policy shall continue until termination of this Policy but only in respect of Claims for Wrongful Acts taking place prior to such Change in Control Transaction. The parties agree that as at the effective date of such Change in Control Transaction, all premiums paid or due at any time under this Policy shall be deemed fully earned and non-refundable. The Company and You acknowledge that a Change in Control Transaction materially alters the risk and accordingly undertake that they shall give written notice of such Change in Control Transaction to Us as soon as practical together with such information as We may request. Upon receipt of such notice and

information and at the request of the Company, We shall provide to the Company a quotation for cover of the Directors and Officers of the Company following the Change in Control Transaction.

7. It shall be Your duty and not Our duty to defend any Claim. You agree not to settle or offer to settle any Claim, incur any Costs and Expenses or otherwise assume any contractual obligation or admit any liability with respect to any Claim without Our prior written consent. We shall not be liable for Loss, assumed obligation or admission to which they have not consented. In respect of any Claim submitted for cover under this Policy, We shall have the right to:
- a. appoint the appropriate defence attorneys and counsel;
 - b. determine substantive defence strategies, including without limitation decisions regarding the filing and content of substantive motions; and
 - c. negotiates settlement.

You agree to provide Us with all information, assistance, and cooperation which We reasonably request and agree that in the event of a Claim You will do nothing that shall prejudice Our position or their potential or actual rights of recovery. We may make any investigation they deem necessary.

8. We may, with Your written consent of settle any Claim solely for a monetary amount which We deem reasonable. If You withhold consent to such settlement, Our liability for all loss on account of such Claim shall not exceed the amount for which We could have settled such Claim plus Costs and Expenses accrued as at the date such settlement was proposed in writing by Us to You. We and You shall not unreasonably withhold any consent referred to in this Condition.
9. This Policy shall terminate at the earliest of the following times:
- a. upon expiration of the Period of Insurance as set forth in the Schedule;
 - b. ten (10) days after receipt by the Company of a written notice of termination from Us for failure to pay a premium when due, unless the premium is paid within such ten (10) day period;
 - c. one calendar month after receipt by the Company of a written notice of termination from Us; or
 - d. at such other time as may be agreed upon by Us and the Company.
10. If any claim made against an Insured during the Period of Insurance shall form the subject of indemnity by any other current policy effected by You, such claim shall, subject to the provisions of this Policy, be a claim in terms of this Policy only in respect of any excess beyond the amount payable by such other insurance.
11. If during the Period of Insurance the Company:
- a. acquires shares in another organisation or creates another organisation, which as a result of such acquisition or creation, this entity becomes a Subsidiary, or
 - b. acquires any organisation by merger into or consolidation with the Company, such organisation and its directors and Officers shall be covered under this Policy as follows:
 - i. If the fair value of all cash, shares, assumed indebtedness and other consideration paid by the Company for any such acquisition or creation is less than 10% of the total assets of all of the companies as reflected in the Company's most recent financial statements as at the inception of the Period of Insurance, such organisation and its directors, officers and qualifying employees shall automatically be covered under this Policy, but only with respect to Wrongful Acts taking place after such acquisition or creation, unless We agree after presentation of the complete application and all appropriate information to provide cover by endorsement for Wrongful Acts taking place prior to such acquisition or creation.
 - ii. In respect of all other acquisitions or creations described in a, or b, above, such organisation and its directors, officers and qualifying employees shall automatically be covered under this policy but only for ninety (90) days or the remainder of the Period of Insurance, whichever is less, following the effective date of such acquisition or creation ("automatic cover period") and only in respect of Wrongful Acts taking place after such acquisition or creation. The Company shall, as a condition precedent to this automatic cover period, give written notice of such acquisition or creation to Us as soon as reasonably possible but in no event later than thirty (30) days following the effective date of such acquisition or creation, and shall thereafter promptly provide to Us such information as We may request.

Upon receipt of such notice and other information, We shall promptly provide to the Company a quotation for cover under this Policy for such organisation and its directors and Officers for the remainder of the Period of Insurance. If the Company fails to comply with such condition precedent, or if within ten (10) days following

receipt of such quotation the Company fails to pay any additional premium or fails to agree to any additional cover terms and conditions as set forth in such quotation, cover otherwise afforded by this clause for such organisation and its directors and Officers shall terminate upon expiration of such automatic cover period.

Extensions of cover

1. We agree to advance reasonable Costs and Expenses on a current basis prior to the settlement of the Claim to the Company or the Insured Persons (unless such Costs and Expenses have been advanced to the Insured Persons by the Company) provided always that:
 - a. no Costs and Expenses shall be incurred without Our prior written consent;
 - b. such advance payment of Costs and Expenses shall be repaid to Us by the Insured Persons severally according to their respective interests in the event that they shall not be entitled to payment of such loss under this Policy.

If there is an allegation of dishonesty or fraud or of a criminal act or omission on the part of an Insured Person in any civil or criminal proceedings, the Costs and Expenses reasonably incurred by the Insured Person so advanced will be repaid in the event that the Insured Person pleads guilty or is found guilty or admits liability or is found liable for any dishonesty, fraud, criminal act or omission.

2. Subject to their prior written agreement, We will pay fees, costs and expenses of public relations consultants, crisis management firm or law firm reasonably incurred by such Insured Person in order to prevent or limit adverse effects or negative publicity which it is anticipated may arise from a Claim or investigation directly in connection with a Wrongful Act for which a Claim has been admitted in terms of this Policy provided that Our liability in terms hereof shall be limited to 5% of the Limit of Indemnity stated in the Schedule.
3. If Our written consent cannot be obtained before defence costs are incurred by an independent legal counsel with respect to an indemnifiable loss, We will give retrospective approval for such defence costs provided that such approval is sought as soon as reasonably practicable

EMPLOYERS LIABILITY SECTION

Defined events

Damages which You 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 You, which occurred in the course of and in connection with such person's employment by You 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 You in writing during the period of insurance.

The limit of indemnity

The amount payable, inclusive of any legal costs recoverable from You by a claimant or any number of claimants, and all other costs and expenses incurred with Our 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

Anywhere in the world but not in connection with

- (i) any business carried on by You at or from premises outside or
- (ii) any contract for the performance of work outside the Republics of South Africa and, Namibia, Botswana, Kingdoms of Lesotho and, Eswatini, Zimbabwe and Malawi.

Specific exceptions

This section does not cover

- (a) liability assumed by You under any contract, undertaking or agreement where such liability would not have attached to You in the absence of such contract, undertaking or agreement
- (b) liability for disease or impairment attributable to a gradually operating cause which does not arise from a sudden and identifiable accident or event
- (c) fines, penalties, punitive, exemplary, or vindictive damages
- (d) (i) damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republics of South Africa and Namibia, Botswana, Kingdoms of Lesotho and Eswatini
- (ii) costs and of litigation recovered by any claimant from You which are not incurred in and recoverable in the area described in (d)(i) above
- (e) any claim arising from an event known to You
 - (i) which is not reported to Us in terms of General condition 6
 - (ii) prior to inception of this section
- (f) any claim (in the event of cancellation or non-renewal of this section) not first made in writing against You within the 48-month period (or extended period in respect of minors) as specified in Specific condition 2.
- (g) any claim alleging or involving:
 - a. molestation or sexual abuse
 - b. cyber incidents including but not limited to cyberbullying or cyberattacks, of a Learner, Educator, or any other party:
 - i. in the event that You are found to have turned a blind eye or having condoned the acts of the Perpetrator or Accused
 - ii. unless all Educators and Employees of Yours have been formally vetted, prior to employment which process shall include, but not be limited to, compliance with all legislative requirements governing the conduct of Your business, a Police clearance which is not older than six months and submission by You of the potential employees' details to the Department of Justice for vetting against the National Register for Sex Offenders.

We will not provide cover or indemnify to the alleged Perpetrator or Accused. If the Insured has complied with points i. and ii. above, the maximum amount Insurers will pay in respect of indemnity and/or defence costs is the Indemnity Limit applicable to this Section or R5,000,000, whichever is the lesser, any one claim and any one period of 12 consecutive months from inception date or anniversary date.

- (h) Workers compensation
Amounts recoverable under The Compensation to Occupational Injuries and Diseases Act 130 of 1992 (as amended) or any other Workmen's Compensation Enactment and /or Occupational Diseases in Mines and Works Act 78 of 1973 (as amended)
- (i) Industrial Illness and Disease
Claims arising from illness or disease, or contributed to by prolonged exposure to substances, factors or circumstances peculiar to any particular employment or occupation
- (j). Silicosis
Claims arising out of silicosis, silicotuberculosis or any related disease of the respiratory system

Specific conditions

1. Any claim first made in writing against You as a result of a defined event reported in terms of General condition 6 (hereinafter termed reported event) shall be treated as if it had first been made against You on the same day that You reported the event to Us.
2. In the event of cancellation or non-renewal of the policy
 - (a) any claim resulting from a reported event, first made in writing against You during the 48 months immediately following cancellation or non-renewal shall be treated as having been made against You on the same day that You reported the event. If the claimant is a minor, the period of 48 months will be extended until the expiry of 12 months after the attainment of majority by the claimant.
 - (b) You may report an event in terms of General condition 6 to Us for up to 15 days after cancellation or non-renewal, provided that
 - (i) such event occurred during the period of insurance
 - (ii) any subsequent claim first made in writing against You 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 month period specified in 2(a) above.
3. Any series of claims made against You 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 You.
 - (a) on the date that the event was reported by You in terms of General condition 6 or
 - (b) if You were 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 You.

Extensions

Extended reporting option

At Your option and subject to payment of an additional premium to be determined and subject to all the terms, exceptions and conditions of this section, We agree to extend the period during which You may report an event in terms of General condition 6 for a period to be agreed, but in no circumstances exceeding 36 months (hereinafter referred to as extended reporting period), provided that:

- (a) this option may only be exercised in the event that We cancel or refuse to renew this section
- (b) this option must be exercised by You in writing within 30 days of cancellation or non-renewal
- (c) once exercised, the option cannot be cancelled by either You or Us
- (d) You have not obtained insurance equal in scope and cover to this section as expiring
- (e) We shall only be liable for a defined event which occurred after the retroactive date but prior to date of cancellation or non-renewal
- (f) claims first made against You or any reported events by You 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

-
- (g) the total amount payable by Us 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
 - (h) any claim made, following a reported event during the extended reporting period, which is first made against You in writing more than 48 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 months is extended until the expiry of 12 months after the attainment of majority by the claimant.

Principals

Where a principal and You are liable for the same damages and where any contract or agreement between a principal and You so requires, We will, notwithstanding the aforementioned Specific exception (a) above, indemnify the principal in like manner to You 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 Your negligence or Your employees provided that

- (a) in the event of a claim in terms of this extension, You shall endeavour to arrange with the principal for the conduct and control of all claims to be vested in Us
- (b) the principal shall, as though he were You fulfil and be subject to the terms, exceptions and conditions (both general and specific) of this policy in so far as they can apply
- (c) Our liability is not hereby increased.

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.

MOTOR

Sub-Section A (Loss or Damage) Defined events

Loss or damage to any vehicle described in the schedule and its accessories and spare parts whilst thereon. In addition, if such vehicle is disabled by reason of any loss or damage insured hereby, We will pay the reasonable cost of protection and removal to the nearest repairers and You may give instructions for **temporary repairs** to be executed without Our prior consent to the extent of but not exceeding the amount stated in the schedule, provided that a detailed estimate is first obtained and immediately forwarded to Us.

We will also pay the reasonable cost of delivery to You, after repair of such loss or damage, not reasonable cost of transport to Your permanent address in the Republics of South Africa and, Namibia, Botswana, Kingdoms of Lesotho and , Eswatini, Zimbabwe or Malawi.

Provided that

1. the limit of indemnity for each type of vehicle is as stated in the schedule and shall be the maximum amount payable by Us in respect of such loss or damage, however the basis of Indemnity will be as follows:
In the event of
 - i) Total loss of a new vehicle within one year of the date of first registration as new such motor vehicle is:
 - a. stolen or lost and not recovered within 43 days from the date the loss is reported to Us, or
 - b. damaged to the extent that repairs will cost more than 70% of the current new list price inclusive of VAT the date the damage occurred We will replace or pay the cost of purchasing a new vehicle of the same or similar make and model to the insured vehicle, including permanently fitted accessories and spare parts, subject to the Maximum Limit of Indemnity as indicated in the policy schedule.
 - ii) All other losses
We may, at its own option, repair, reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts or may pay in cash the amount of the loss or damage not exceeding the reasonable retail value of such vehicle and/or its accessories and /or spare parts at the time of such loss or damage
2. if, to Our knowledge, 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 Us in respect of such loss or damage
3. in respect of each and every occurrence giving rise to a claim (except a claim resulting from fire, lightning or explosion) under this sub-section, You 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 this sub-section (including any payment in respect of costs, expenses and fees), and of any expenditure by Us in the exercise of any discretion it may have under this insurance. If the expenditure incurred by Us shall include any first amount payable for which You are responsible such amount shall be paid by You to Us forthwith
4. We shall not be liable for more than the amount stated in the schedule (after deduction of the first amounts payable) in respect of the theft or attempted theft of radios, tape players and similar equipment or telephones not supplied by the manufacturers of the vehicle when new.

Exceptions to sub-section A

We shall not be liable to pay for

- (a) consequential loss as a result of any cause whatsoever, depreciation in value whether arising from repairs following a defined event or otherwise, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages

- (b) damage to tyres, mag's, rims, road wheels (unless some other part of the vehicle is damaged at the same time):
 - i. by application of brakes,
 - ii. by road punctures, cuts or bursts,
 - iii. caused by obstacles,
 - iv. caused by the inequalities, or due to impact with such inequalities, or breakup of the road surfaces, potholes, curbs, traffic slowing humps or rumble strips
- (c) detention, confiscation or requisition by customs or other officials or authorities

Sub-section B (Liability to third parties)

Defined events

Any accident caused by or through or in connection with any vehicle described in the schedule or in connection with the loading and/or unloading of such vehicle in respect of which You and/or any passenger becomes legally liable to pay all sums including claimant's costs and expenses in respect of

- (i) death or bodily injury to any person, but excluding death of or bodily injury to any person in the Your employ arising from and in the course of such employment or being a member of the same household as You
- (ii) damage to property other than property belonging to You or held in trust by or in Your custody or control or being conveyed by, loaded onto or unloaded from such vehicle.

We will also, in terms of and subject to the limitations of and for the purposes of the 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 Our liability under both this extension and sub-section B shall not exceed the limit of indemnity stated to apply to sub- section B
2. indemnify any person who is driving or using such vehicle on Your order or with Your permission provided that
 - (a) such person shall, as though he were You, observe, fulfil and be subject to the terms, exceptions and conditions of this insurance in so far as they can apply
 - (b) such person driving such vehicle has not been refused any motor insurance or continuance thereof by any insurer
 - (c) indemnity shall not apply in respect of claims made by any member of the same household as such person
 - (d) such person is not entitled to indemnity under any other policy except in respect of any amount not recoverable thereunder
3. indemnify You while personally driving or using any private type motor car not belonging to him and not leased or hired to him under a lease or suspensive sale agreement, provided You are an individual and has insured hereunder a vehicle described under definition (a) or (b) and provided We shall not be liable for damage to the vehicle being driven or used
4. indemnify You 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 We shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon.

Exceptions to sub-section B

We shall not be liable under this sub-section in respect of

- (a) so much of any compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment. This exception shall apply notwithstanding that no insurance under such enactment is in force or has been effected
- (b) death or injury to any person being carried in or upon or entering or getting onto or alighting from a vehicle described in definition (b), (c), (d) or (e) 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 1500 kg)
- (c) 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 exclusion shall not apply to forklift trucks.
- (d) compensation which may be claimed from or payable under any compulsory motor vehicle insurance and this exclusion applies whether or not such compensation is claimed, paid or received, whether the applicable legislative entity is unable to or incapable of providing compensation, and notwithstanding that no insurance under any compulsory motor vehicle insurance has been effected;
- (e). compensation that can or could be claimed from or payable by the Road Accident Fund in terms of the Road Accident Fund Act 56 of 1996, as amended, or in terms of any legislation enacted for the purpose of providing compensation for loss, damage or liability caused by or arising in connection with an insured vehicle. This exclusion applies whether or not the Road Accident Fund is unable or incapable of paying compensation, or whether compensation is claimed, paid or received, and notwithstanding that no insurance under the said legislation is in force or has been effected.

Limits of indemnity

Unless otherwise stated, Our liability under this sub-section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the schedule.

Sub-section C (Emergency Expenses Shortfall)

Defined events

If an occupant in the specified part of a vehicle described below, in direct connection with such vehicle, sustains bodily injury by violent, accidental, external and visible means, We will pay to You the emergency expenses shortfall incurred as a result of such injury up to the amount stated in the schedule per injured occupant but not exceeding the amount also stated in the schedule 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.

The term emergency expenses shortfall include any costs incurred to free such injured occupant from such vehicle or to bring such injured occupant to a place where emergency medical treatment can be given.

Defined vehicle but only if it is insured

Specified part of vehicle in which the under sub-section A of this section injury must occur

- | | |
|---|---|
| 1. Any private type motor car or motorised caravan | Anywhere inside the vehicle |
| 2. Any other type of insured vehicle other than a bus or taxi | The permanently enclosed passenger carrying compartment |

Definitions

1. 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
2. Vehicle

The term vehicle shall mean

- (a) private type motor cars (including station wagons, safari vans, estate cars and the like or similar vehicles designed to seat not more than 9 persons including the driver)
- (b) commercial vehicles and special type vehicles as described in the schedule
- (c) motorcycles (including motor scooters and 3-wheeled vehicles)
- (d) buses (including any vehicle used for business purposes and designed to seat more than 9 persons, including the driver)
- (e) trailers, i.e. any vehicle without means of self-propulsion designed to be drawn by a self-propelled vehicle, but excluding any parts of accessories not permanently fitted thereto

any such vehicle being owned by or hired or leased to You, including any such vehicle temporarily operated by You as replacement for any vehicle out of use for the purpose of overhaul, upkeep and/or repair provided that Our maximum liability shall not exceed the lesser of the market value of the replacement vehicle or the limit of indemnity of the replace vehicle as stated in the schedule.

Extensions

1. **Contingent liability extension (if stated in the schedule to be included)**

The indemnity under sub-section B includes claims made against

- 1. You 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 You, while being used by any member of the governing body or employee of Yours or authorized person (hereinafter in this extension referred to as such person)
- (b) 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 him or to You 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
 - (i) all the words in (b) of the exceptions to sub-section B are deleted
 - (iii) We shall not be liable for loss of or damage to any motor vehicle being used for the purposes and in the manner described in (a) and (b) above
 - (iv) Your payment of subsidies or travelling allowances to such person for the use of his own vehicle for Your official purposes, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this extension
 - (iv) if, at the time of the occurrence of any accident giving rise to a claim under this extension, You or such person is entitled to indemnity under any other policy in respect of the same occurrence, We shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy
 - (v) the terms exceptions and conditions of the policy shall otherwise apply
 - (vi) the limit of indemnity shall not exceed the amount stated in the schedule for any one event

2. **Passenger liability extension (if stated in the schedule to be included)**

Exception (b) to sub-section B shall not apply to vehicles described in definition (b), other than special types, or in definition (c), (d) or (e). The limit of indemnity for any one occurrence shall not exceed the amount stated in the schedule.

3. **Unauthorised passenger liability extension (if stated in the schedule to be included)**

The indemnity under sub-section B, notwithstanding exception (b) thereto, extends to cover Your 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 Your 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.

4. **Parking facilities and movement of third-party vehicles extension (if stated in the schedule to be included)**

This section extends to indemnify You 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 You) by any person in Your employment or acting on Your behalf, provided always that such vehicle was being moved

- (a) with the authority of any tenant, customer or visitor of Yours or
- (b) in connection with Your parking arrangements or
- (c) to facilitate the carrying out of Your business,

and provided further that this extension shall not apply in respect of damage to vehicles which are parked for reward.

For the purpose of this extension, such vehicle (and its contents) shall not be deemed to be held in trust by, or in Your custody.

5. **Windscreen extension (if stated in the schedule to be included)**

The provisions of this section relating to first amount payable a No Claim Rebate shall not apply to any payment for damage to windscreen glass, side or rear glass forming part of any vehicle

provided that

- (a) no other damage has been caused to the vehicle giving rise to a claim under the policy
- (b) You shall be responsible for the first amount payable (applicable to glass) stated in schedule of each and every loss.

6. **Waiver of subrogation rights**

For the purpose of this section, We waive 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, fulfil and be subject to the terms, exceptions and conditions (both general and specific) of this insurance in so far as they can apply.

7. **Principals**

Notwithstanding specific exception 2 of this section, the indemnity under sub-section B extends to indemnify, to the extent required by the conditions of any contract of the Building Industries Federation of South Africa, and in connection with any liability arising from the performance of such contract, any principal named in such contract entered into by You for the purposes of the business, provided that the liability shall not exceed the limit of indemnity stated in the schedule.

8. **Cross Liabilities**

Where more than one insured is named in the schedule, We 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 Our aggregated liability shall not exceed the limit of indemnity stated in the schedule.

9. **Riot and strike extension (other than RSA and Namibia) (if stated in the schedule to be included)**

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, this section is extended to cover loss or damage directly occasioned by or through or in consequence of :

- (i) civil commotion, labour disturbances, riot, strike or lockout;
- (ii) 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:

- (a) loss or damage occurring in the Republics of South Africa and Namibia;
- (b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- (c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;

- (d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority
- (e) loss or damage related to or caused by any occurrence referred to in General exception 1 (A) (ii), (iii), (iv) or (vi) 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 We allege that, by reason of provisos (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on You.

10. Loss of keys extension (if stated in the schedule to be included)

We will indemnify You in respect of the cost of replacing locks and keys, including the remote alarm controller and, if necessary, the reprogramming of any coded alarm controller of such vehicle or following upon You having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller, provided that

- (i) Our liability shall not exceed, in respect of any one event, the amount stated in the schedule
- (ii) such amount shall be reduced by the first amount payable stated in the schedule.

The provisions of this section relating to first amount payable and No Claim Rebate shall not apply to this extension.

11. Emergency Service Charges

If any public authority empowered to do so shall charge You with any costs (not exceeding R5 000) arising from their activities in dealing with the consequences of an insured peril having operated such costs will be deemed to be damage to the insured property and will be payable in addition to any other payment for which We may be liable in terms of this section.

12. Wreckage removal extension (if stated in the schedule to be included)

The cover provided under sub-section A of this section is extended to include costs and expenses incurred by You 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, Our limit of liability under this extension shall not exceed, in respect of any one occurrence, the limit stated in the schedule to apply to this extension.

13. Credit shortfall extension (if stated in the schedule to be included)

If any loss settlement under sub-section A is less than the amount owing to the financier under a current instalment sale or lease agreement, We will pay to You an additional amount equal to the shortfall less:

- (a) any arrears instalments or rentals including interest payable on such arrears
- (b) all refunds of premium for cancellation of any insurance cover relating to the motor vehicle
- (c) the increased instalment or rental 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
- (d) the first amount payable under sub-section A
- (e) any amounts financed that relate to vehicle warranties, service plans, maintenance plans and the like
- (f) any amounts financed for accessories not forming part of the vehicle.

provided always that

- (a) the amounts payable shall not exceed the maximum indemnity less the first amount payable under sub-section A
- (b) this endorsement shall not apply to an agreement whereby the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10% from any other instalment
- (c) if such shortfall is as a result of a re-advance under an instalment sale or refinancing in terms of a lease the insurance by this extension shall be void.
- (d) this extension shall not apply where the amount owing to the financier is more than the retail value of the vehicle as a result of debt restructuring.
- (e) Our liability (including the additional payment for credit shortfall) shall not

exceed the vehicle sum insured, less the first amount payable stated in the schedule.

14. Fire Extinguishing Charges

If the vehicle described in the schedule is lost or damaged by fire We will pay for the cost of extinguishing or attempting to extinguish such fire provided that the maximum amount payable under this extension shall not exceed the amount stated in the schedule for any one event

15. Loss of use (Commercial vehicles) (if stated in the schedule to be included)

The provisions of a hired car under this section is not an admission of liability under this policy and applies only if the schedule shows that cover in this regard has been selected, and the relevant premium has been paid

You will be reimbursed in respect of car hire expenses necessarily incurred as a direct result of any loss or damage to the insured vehicle as follows

In the event of Us being liable to indemnify You under Sub-section A of the Motor Section of this policy in respect of loss or damage to the insured vehicle, We will also compensate You for the loss of use of such vehicle provided that :-

1. Our liability shall be limited to the amount, not exceeding the limit as stated in the schedule,
2. All compensation will cease on the day after the date on which: -
 - 2.1 You regain possession of the vehicle or
 - 2.2 We discharge Our liability for a total loss of the car or
 - 2.3 payment has been madewhichever occurs first

16. Loss of use (Busses) (if stated in the schedule to be included)

The provisions of a hired vehicle under this section is not an admission of liability under this policy and applies only if the schedule shows that cover in this regard has been selected, and the relevant premium has been paid

In the event of Us being liable to indemnify You under Sub-section A of the Motor Section of this policy in respect of loss or damage to the insured Bus, You will be reimbursed in respect of Bus hire expenses necessarily incurred as a direct result of any loss or damage to the insured Bus as follows, provided that :-

1. Our liability shall be limited to the amount, not exceeding the limit as stated in the schedule
2. All compensation will cease on the day after the date on which: -
 - 2.1 You regain possession of the Bus or
 - 2.2 We discharge our liability for a total loss of the Bus or
 - 2.3 payment has been madewhichever occurs first

17. Car Hire extension (if stated in the schedule to be included)

The provisions of a hired car under this section is not an admission of liability under this policy and applies only if the schedule shows that cover in this regard has been selected, and the relevant premium has been paid:

1. in the event of a comprehensively insured vehicle being repaired due to a loss or damage covered under this section, or being irreparably damaged, stolen, or hi-jacked, we will compensate You up to the amount and period as stated in the schedule, provided that;
 - a. the vehicle shall be hired from a registered car hire company approved by us
 - b. the cost of delivery, fuel, lubricants, e-toll charges, and traffic fines (as well as all administrative costs relating to this) are for your own account,
 - c. You will also be liable to pay the deposit to the car hire company,
 - d. cover does not apply if only window glass is damaged,
 - e. the period of hire commences from the date the vehicle is handed to the motor trade for repair,
 - f. cover will terminate when:
 - i. You regain possession of the vehicle or within 12 hours of our advising you that the vehicle can be collected

- ii. You have had the hired vehicle for the number of-days as set out in your schedule or
- iii. We discharge our liability for total loss of the vehicle
whichever occurs first.

For the sake of clarity, car hire is dependent on our settling a valid claim. You will be liable for all car hire costs should your claim be rejected, or your policy voided.

18. Tyre and Rims damage for Sedans and LDVs only (if stated in the schedule to be included)

1. Should You select this cover then:
 - a. the Special Exclusion for Own Damage as set out in Exceptions to Subsection A.b. above (exclusion for damage to tyres, rims, mags or road wheels by application of brakes or by road punctures cuts or bursts caused by obstacles or the inequalities of the road surfaces) is deleted.
 - b. We shall elect to repair any tyres, rims or mags that are damaged and only failing such repair, shall We replace with the same or a similar replacement, or pay for the value of such tyre, rim or mag that was damaged.
 - i. Betterment applies. What this means is that the Sum Insured shall be calculated by firstly measuring the remaining tread of the insured tyre. The remaining tread of the insured tyre will be expressed as a percentage of the original tread depth and thereafter multiplied by the purchase price of a new tyre of the same or similar type. The rand value as determined using the above formula shall constitute the credit value which You will be entitled to use towards the purchase of a new tyre.
 - ii. If You replaced a damaged tyre, We need the tread depth of the damaged tyre as at the date of the incident to calculate the appropriate credit amount. You must make sure that the tread depth of the damaged tyre as at the date of the incident is set out on the invoice from the tyre fitment centre.
 - iii. We shall also pay for the costs of balancing and wheel alignment
 - c. We shall repair, replace or pay cash in lieu only for the damaged tyre, rim or mag.
 - i. We shall not pay for the costs to replace all the rims or mags should We be unable to replace it with the same or similar rim or mag. We shall only be liable to pay to You the cost of that rim or mag that was damaged
 - ii. There is no cover or compensation for any other tyre, rim or mag that is not damaged in the event.
 - d. The sum insured selected for this cover shall be the total value for all tyres and rims accordingly, the limit of indemnity for any one tyre and or rim or mag any one event shall be limited to 25% of the sum insured selected in the aggregate.
 - i. For any further tyres and or rims or mag that are damaged then the limit of indemnity shall be increased by 25% of the sum insured per tyre and or rim or mag combination.
2. If We elect to settle Your claim by way of a cash settlement, then such cash settlement shall not exceed the amount for which We could have settled the claim if We had elected to repair or replace such items.
3. There is no cover while Your Vehicle is not being driven on a public road (being any area that the public has open access to). There is no cover while the Vehicle is being driven off-road or on private land.

Memoranda

1. War Clause

In respect of sub-sections 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.

2. Description of use clause

Use for social domestic and pleasure purposes and use for Your business or occupation

Excluding hiring, racing speed or other contests, rallies, trials, carriage of explosives or carriage of any load or passenger exceeding the capacity for which it is constructed or licensed to carry or use for any purpose in connection with the motor trade. The indemnity to You 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.

Optional limitations**Third party only limitation (if stated in the schedule to be applicable)**

Sub-sections A and C and the No-Claim Rebate provisions are cancelled.

Third party, fire and theft only limitation (if stated in the schedule to be applicable)

Our liability under sub-section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning, or explosion or by theft or any attempt thereat. Further, sub-section C and the No-Claim Rebate provisions are cancelled.

Specific exceptions to Entire Motor Section

1. We shall not be liable for any accident, injury, loss, damage or liability
 - (a) whilst the vehicle is being used with Your general knowledge and consent otherwise than in accordance with the description of use clause
 - (b) incurred outside the Republics of South Africa and, Namibia, Botswana, Kingdoms of Lesotho and, Eswatini, Zimbabwe and Malawi, but the insurers will indemnify You against loss 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
 - (c) incurred while any vehicle is being driven by
 - (i) You 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) or while not licensed to drive such vehicle,
 - (ii) any other person with Your general consent who, to Your 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) or who is not licensed to drive such vehicle, but this shall not apply if You were unaware that the driver was unlicensed and You can prove to Our satisfaction that, in the normal course of his 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 (b), 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 learners. We will accept a certificate of proficiency issued by a person authorised by the governing body, as a valid driver's licence in respect of tractors or any such mechanically driven while operated on Your premises.
2. We shall not be liable for any claim arising from contractual liability, unless such liability would have attached to You notwithstanding such contractual agreement.

Specific condition

If, during the currency of this section, any driver's licence in favour of You or their authorised driver is endorsed suspended or cancelled, or if he or they shall be charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to Us immediately You have knowledge of such fact.

CONTINGENT LIABILITY (MOTOR)

Indemnity under Sub-section B shall include claims made against

-
- (a) You following an accident in the course of the business and in connection with any vehicle not the property of or provided by You, while being used by any director, partner, member or employee of Yours (hereinafter referred to as such person)
 - (b) such person following an accident in the course of the business and in connection with any vehicle not belonging to him or to You or leased or hired by either of them provided that such person has not been refused any motor insurance by any insurer

provided that

- (ii) all words in (b) of the exclusions to Sub-section B are deleted
- (iii) the insurer shall not be liable for loss of or damage to any vehicle being used
- (iv) the payment by You of subsidies or travelling allowances to such person for the use of his own vehicle for Your official purposes, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this extension
- (v) if, at the time of any accident, You or such person is entitled to indemnity under any other policy for the same occurrence, the insurer shall not be liable to make any payment except in respect of any excess beyond the amount payable under such policy
- (vi) the terms, exclusions and conditions of the policy shall otherwise apply.

GROUP PERSONAL ACCIDENT

Defined events

Bodily injury caused by accidental, violent, external and visible means to any principal, partner, director or employee of Yours (hereinafter in this section referred to as such person) specified in the schedule.

We will pay to You, on behalf of such person or his estate, the compensation stated in the schedule in the event of accidental bodily injury to any such person directly and independently of all other causes resulting within 24 calendar months in death or disability as specified in the schedule under the heading circumstances.

Definitions

Permanent disability shall mean compensation	Percentage of Compensation
A. loss by physical separation at or above the wrist or ankle of one or more limbs	100
B. permanent and total loss of	
a. whole eye	100
b. sight of eye	100
c. sight of eye except perception of light	75
C. permanent and total loss of hearing	
a. both ears	100
b. one ear	25
D. permanent and total loss of speech	100
E. injuries resulting in permanent total incapacity from following usual occupation or any other occupation for which such person is fitted by knowledge or training	100
F. loss of four fingers	70
G. loss of thumb (one or both phalanges)	25
H. loss of index finger (one, two or three phalanges)	10
I. loss of any other finger (one, two or three phalanges) - each finger	6
J. loss of metacarpals (first, second, third, fourth or fifth (additional))	5
K. loss of toes	
a. all on one foot	30
b. great, one or both phalanges	5
c. other than great, if more than one toe lost, each	5

Memoranda

Where the injury is not specified, We will pay such sum as, in their opinion, is consistent with the above provisions.

- a. Permanent total loss of use of part of the body shall be treated as loss of such part.

- b. 100 per cent shall be the maximum percentage of compensation payable for permanent disability resulting from an accident or series of accidents arising from one cause in respect of anyone such person.

Temporary total disability

Shall mean total and absolute incapacity from following usual business or occupation.

Medical expenses

Shall mean all costs and expenses necessarily incurred for artificial aids, prostheses, medical, surgical, dental, nursing home or hospital treatment (including costs and expenses incurred in emergency transportation or freeing such person if trapped or bringing such person to a place of safety) as a result of bodily injury and incurred within 24 months of the defined event.

Business limitation

This section applies only in respect of accidental bodily injury to such person arising from and in the course of his employment in the business.

Provisos

It is declared and agreed that:

1. We shall not be liable to pay, for death or disability resulting from an accident or series of accidents arising from one cause in respect of anyone such person, more than the compensation payable for death or permanent disability (whichever is the higher) plus any compensation payable for temporary total disability and medical expenses
2. the compensation specified for temporary total disability shall be payable for not more than the number of weeks stated in the schedule and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible, notwithstanding that permanent disability may remain
3. unless otherwise provided herein, this section shall not apply to any such person under 15 or over 70 years of age
4. after suffering accidental bodily injury for which compensation may be payable under this section, such person shall, when reasonably required by Us so to do, submit to medical examination and undergo any treatment specified. We shall not be liable to make any payment unless this proviso is complied with to its satisfaction
5. general conditions 2 and 9 do not apply to this section
6. in respect of this section only, General exception 1 is deleted and replaced by the following:

This section does not cover death or injury 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.

Extensions

Exposure

Bodily injury shall be deemed to include injury caused by starvation, thirst and/or exposure to the elements, directly or indirectly resulting from mishap.

Disappearance

In the event of the disappearance of any such person in circumstances which satisfy Us that he has sustained injury to which this section applies, and that such injury has resulted in the death of such person, We will, for the purposes of the insurance afforded by this section, presume his death provided that if, after We 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 You to Us.

Burns disfigurement (if stated in the schedule to be included)

Subject to the exclusion shown below, the following item is added to the definition of permanent disability: Percentage of compensation:

	Percentage of compensation
L. permanent disfigurement resulting from accidental external burns to the combined surface area of the	
a. Face and neck	
100% surface area disfigurement	50
Less than 100% surface area disfigurement	
	The proportion of 50 which the actual surface area disfigurement bears to 100% surface area disfigurement.
b. Remaining parts of the body other than the face and neck	
100% surface area disfigurement	25
Less than 100% surface area disfigurement	
	The proportion of 25 which the actual surface area disfigurement bears to 100% surface area disfigurement.

We shall not pay under any sub-item of this extension unless the disfigurement exceeds 10 per cent for the sub-item under which a claim is lodged.

Life support machinery

Notwithstanding anything contained in the defined events, the 24-month period stated therein shall not include any period or periods where the death of such person is delayed solely by the use, for periods of not less than three consecutive days, of life support machinery, equipment or apparatus.

Specific exceptions

We shall not be liable to pay compensation for death, disability or medical expenses in respect of such person:

- a. while he is travelling by air other than as a passenger and not as a member of the crew or for the purpose of any trade or technical operation therein or thereon
- b. by his suicide or intentional self-injury
- c. caused solely by an existing physical defect or other infirmity of such person
- d. as a result of the influence of alcohol, drugs or narcotics upon such person unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself)
- e. as a result of his participation in any riot, civil commotion, or terrorism
- f. in the case of females, directly or indirectly resulting from or prolonged or accelerated by or attributable to pregnancy, childbirth, abortion, miscarriage, obstetrical procedures, or any sequelae thereof
- g. bodily injury arising after you attain the age of 75 (seventy-five)
- h. in the event of death of an insured person under 14 years of age
- i. while he is, or as a result of his, engaging in:
 - i. motor cycling, motor Quadro cycling or motor tricycling (whether as a driver or passenger) other than on Your business
 - ii. racing of any kind involving the use of any power-driven:
 - aa. vehicle
 - ab. vessel
 - ac. Craft
- j. mountaineering necessitating the use of ropes or guides, winter sports involving snow or ice, polo on horseback, steeple chasing, any sport as a professional, hang-gliding, paragliding, parachuting, bungee jumping, hang-gliding, wrestling, boxing or martial arts.

STATED BENEFITS

Defined events

Bodily injury caused by accidental, violent, external and visible means to any principal, partner, director or employee of Yours (hereinafter in this section referred to as such person) specified in the schedule.

We will pay to You, on behalf of such person or his estate, the compensation stated in the schedule in the event of accidental bodily injury to any such person directly and independently of all other causes resulting within 24 calendar months in death or disability as specified in the schedule under the heading circumstances.

Definitions

Permanent disability shall mean compensation	Percentage of Compensation
A. loss by physical separation at or above the wrist or ankle of one or more limbs	100
B. permanent and total loss of	
a. whole eye	100
b. sight of eye	100
c. sight of eye except perception of light	75
C. permanent and total loss of hearing	
a. both ears	100
b. one ear	25
D. permanent and total loss of speech	100
E. injuries resulting in permanent total incapacity from following usual occupation or any other occupation for which such person is fitted by knowledge or training	100
F. loss of four fingers	70
G. loss of thumb (one or both phalanges)	25
H. loss of index finger (one, two or three phalanges)	10
I. loss of any other finger (one, two or three phalanges) - each finger	6
J. loss of metacarpals (first, second, third, fourth or fifth (additional))	5
K. loss of toes	
a. all on one foot	30
b. great, both phalanges	5
c. other than great, if more than one toe lost, each	5

Memoranda

Where the injury is not specified, We will pay such sum as, in their opinion, is consistent with the above provisions. Permanent total loss of use of part of the body shall be treated as loss of such part.

100 per cent shall be the maximum percentage of compensation payable for permanent disability resulting from an accident or series of accidents arising from one cause in respect of anyone such person.

Temporary total disability

shall mean total and absolute incapacity from following usual business or occupation.

Medical expenses

shall mean all costs and expenses necessarily incurred for artificial aids, prostheses, medical, surgical, dental, nursing home or hospital treatment (including costs and expenses incurred in emergency transportation or freeing such person if trapped or bringing such person to a place of safety) as a result of bodily injury and incurred within 24 months of the defined event.

Annual earnings

shall mean the annual rate of wage, salary and cost of living allowance being paid or allowed by You to such person at the time of accidental bodily injury, plus overtime, house rents, food allowances, commissions and other considerations of a constant character paid or allowed by You to such person during the 12 months immediately preceding the date of accidental bodily injury.

Average weekly earnings

shall mean one fifty-second part of annual earnings.

Business limitation

This section applies only in respect of accidental bodily injury to such person arising from and in the course of his employment in the business.

Provisos

That it is declared and agreed that:

1. We shall not be liable to pay, for death or disability resulting from an accident or series of accidents arising from one cause in respect of anyone such person, more than the compensation payable for death or permanent disability (whichever is the higher) plus any compensation payable for temporary total disability and medical expenses;
2. the compensation specified for temporary total disability shall be payable for not more than the number of weeks stated in the schedule and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible, notwithstanding that permanent disability may remain;
3. unless otherwise provided herein, this section shall not apply to any such person under 15 or over 70 years of age.
4. any compensation payable by Us for any period of temporary total disability or for medical expenses shall be reduced by an amount equal to the compensation received or receivable by or on behalf of such person under any workmen's compensation enactment for temporary disability for the same or a lesser period or in respect of medical expenses;
5. after suffering accidental bodily injury for which compensation may be payable under this section, such person shall, when reasonably required by Us so to do, submit to medical examination and undergo any treatment specified. We shall not be liable to make any payment unless this proviso is complied with to its satisfaction.
6. general conditions 2 and 9 do not apply to this section.
7. in respect of this section only, General exception 1 is deleted and replaced by the following:
This section does not cover death or injury 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.

Extensions

Exposure

Bodily injury shall be deemed to include injury caused by starvation, thirst and/or exposure to the elements, directly or indirectly resulting from mishap.

Disappearance

In the event of the disappearance of any such person in circumstances which satisfy Us that he has sustained injury to which this section applies, and that such injury has resulted in the death of such person, We will, for the purposes of the insurance afforded by this section, presume his death provided that if, after We 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 You to Us.

Burns disfigurement

Subject to the exclusion shown below, the following item is added to the definition of permanent disability:

Percentage of compensation

- L. permanent disfigurement resulting from accidental external

burns to the combined surface area of the		
c.	Face and neck	
	100% surface area disfigurement	50
	Less than 100% surface area disfigurement	
The proportion of 50 which the actual surface area disfigurement bears to 100% surface area disfigurement.		
d.	Remaining parts of the body other than the face and neck	
	100% surface area disfigurement	25
	Less than 100% surface area disfigurement	
The proportion of 25 which the actual surface area disfigurement bears to 100% surface area disfigurement.		

We shall not pay under any sub-item of this extension unless the disfigurement exceeds 10 per cent for the sub-item under which a claim is lodged.

Life support machinery

Notwithstanding anything contained in the defined events, the 24-month period stated therein shall not include any period or periods where the death of such person is delayed solely by the use, for periods of not less than three consecutive days, of life support machinery, equipment or apparatus.

Specific exceptions

- We shall not be liable to pay compensation for death, disability, or medical expenses in respect of such person
- a. while he is travelling by air other than as a passenger and not as a member of the crew or for the purpose of any trade or technical operation therein or thereon.
 - b. by his suicide or intentional self-injury.
 - c. caused solely by an existing physical defect or other infirmity of such person.
 - d. as a result of the influence of alcohol, drugs or narcotics upon such person unless administered by a member of the medical profession (other than himself) or unless prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself);
 - e. as a result of his participation in any riot, civil commotion, or terrorism.
 - f. in the case of females, directly or indirectly resulting from or prolonged or accelerated by or attributable to pregnancy, childbirth, abortion, miscarriage, obstetrical procedures or any sequelae thereof.
 - g. bodily injury arising after you attain the age of 75 (seventy-five)
 - h. in the event of death of an insured person under 14 years of age
 - i. while he is, or as a result of his, engaging in
 - i. motor cycling, motor quadricyclane or motor tricycling (whether as a driver or passenger) other than on Your business
 - ii. racing of any kind involving the use of any power-driven
 - aa. vehicle
 - ab. Vessel
 - ac. craft
 - j. mountaineering necessitating the use of ropes or guides, winter sports involving snow or ice, polo on horseback, steeple chasing, any sport as a professional, hang-gliding, paragliding, parachuting, bungee jumping, hang-gliding, wrestling, boxing or martial arts.

ELECTRONIC EQUIPMENT

Sub-section A (Material damage) Defined events

Physical loss of or damage to the property insured described in the schedule from any cause not hereinafter excluded whilst

- (a) at work or at rest anywhere within Your premises as specified
- (b) in transit including loading and unloading or whilst temporarily stored at any premises en route
- (c) temporarily removed from Your premises to any other location

Exceptions to sub-section A

We will not be liable to indemnify You irrespective of the original cause in respect of

1. the first amount as stated in the schedule in respect of sub-section A, of each and every occurrence giving rise to a claim. Where more than one item of property insured suffers physical loss or damage in any one occurrence, 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. loss or damage recoverable in terms of any maintenance and/or leasing agreement effected by or on Your behalf covering the insured equipment
4. faults or defects known to You (or their responsible employees) at the time this insurance was arranged or during the currency of the insurance and not disclosed to Us or any other 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) bulbs, valves, contacts, X-ray tubes, 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, We shall indemnify You for the residual value prior to the loss of such exchangeable parts
7. the cost of reproducing data and/or programs whether recorded on cards, tapes, discs or otherwise unless specifically provided for in sub-section B hereof
8. loss of use of the property or other consequential loss, damage, or liability of whatsoever nature other than losses specifically provided for herein.
9.
 - (a) loss by theft or by disappearance of the property insured unless accompanied by forcible and violent entry to or exit from the insured premises/situation
 - (b) loss of the property insured by theft during transit or whilst removed from the insured premises unless identifiable by You with a specific incident which has been immediately reported to the police and Us.
 - (c) ~~theft of property insured from any unattended motor vehicle unless-~~
 - (i) the property was Concealed and there is evidence of violent and forcible entry into Your Vehicle, or
 - (ii) Your Vehicle is garaged in a locked and secure building at the time of the loss and there is evidence of violent and forcible entry into the building and the vehicle.

For property to be considered "Concealed" then:

- a. it must be stored in the cabin of Your Vehicle in an enclosed storage area such as the cubby-hole or in the boot with a full covering in place
- b. if it is in loading area (bin) of a light delivery vehicle:
 - i. such bin must be under a locked and secure cover that is affixed to Your Vehicle. A canvas does not qualify
 - ii. that has a canopy then the canopy's windows must be protected by a tinted smash and grab protective film. There is no cover for the following items:
 - Cellphones
 - jewellery
 - computer, medical, photographic or video equipment
 - any item that is valued at more than R100,000

Basis of Indemnification

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 value added tax.

(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

- (a) the value of damaged parts which can be used will be deducted
- (b) the costs of any alteration, addition, improvement or overhaul carried out at the time of repair are not recoverable under this sub-section
- (c) if, without Our consent, temporary repairs are carried out by You 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 Us, 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 Your account
- (d) where the damage is restricted to a part or parts of an insured item, We shall not be liable for an amount greater than the value of such part or parts which are lost or damaged allowed for within the sum insured.

(2) Total loss

(A) 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 such be impossible, its replacement by new property having the nearest equivalent performance and/or capacity to the property lost or damaged provided always that

- (i) the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to Your requirements, subject to Our liability 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
 - (ii) until expenditure has been incurred by You in replacing or reinstating the property insured, We 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
 - (iii) these conditions shall be without force or effect if
- (a) You fail to intimate to Us within six (6) months of the date upon which the damage occurred (or such further time as We may in writing allow) their intention to replace or reinstate the property insured
 - (b) You are unable or unwilling to replace or reinstate the property insured on the same or another site
- (iv) at Our sole option, following commercial and technical appraisal by Our representative, the period referred to in the definition of a new property may be extended (on an annual basis from renewal date) subject always to such extension of period being admitted by memorandum to this section.

Definition of new property insured

New property shall mean property purchased no more than seven (7) years (or such extended period as may be approved by Us 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 the property insured not provided for in (A) above, the basis of indemnification shall be the market value of the property insured immediately before the loss or damage. At Our option, the property insured shall be regarded as totally destroyed if the repair costs as defined in (1) above equal to 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

- (i) 20% (twenty percent) for the first year after the date of purchase
and
- (ii) 10% (ten percent) per year for each succeeding year

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) and (2) 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, then You shall be considered as being their own insurer for the difference 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.

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 opposite thereto respectively and, in addition thereto, the following:

- (a) **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 15% of the total amount of the claim but shall not include expenses incurred in connection with the preparation of Your claim.
- (b) **Clearance costs**
Costs necessarily and reasonably incurred by You 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 15% of the total amount of the claim.
- (c) **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 You for effecting repairs or replacement approved by Us, limited to 50% of the amount which the repair or replacement would have cost had these additional costs not been incurred.

Clauses and extensions

Power surge from lightning strikes

All loss or damage to the property insured by power surges or lightning strikes will be subject to an additional excess per occurrence.

You shall be responsible for the following excess:

- (a) 10% of claim min R2 000 if the main electrical distribution board of the Property is protected with a surge protector, lightning arrestors or other protection device installed by a qualified electrician and certified to be compliant with SANS 10142-1 regulations,
- (b). 35% of claim min R5 000 if the main electrical distribution board of the Property is not protected by a surge protector, lightning arrestor or other protection device installed by a qualified electrician and certified to be compliant with SANS 10142-1 regulations

Emergency Service

If any public authority empowered to do so shall charge You with any costs arising from their activities in dealing with the consequences of an insured peril having operated, such costs will be deemed to be damage to the property insured and will be payable in addition to any other payment for which the insurer may be liable in terms of this insurance.

Tenants

This insurance will not be invalidated by any act or neglect on the part of a tenant of Yours (where You own the building) or another tenant or the owner of the building (where You are a tenant) provided that You notify Us as soon as such act or neglect comes to their knowledge and pay on demand the appropriate additional premium.

Hire purchase/finance agreements

Where We have 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 Us in respect of loss or damage indemnifiable by this sub-section of the policy.

Reinstatement

Notwithstanding anything to the contrary contained in this sub-section, it is hereby declared and agreed that, in the event of any interruption, following loss or damage, being aggravated by:

- (a) You 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
- (b) addition, alteration or improvements being effected to the property insured on the occasion of its repair, Our liability under this section shall be related solely to the business interruption which would have arisen in the absence of (a) and (b).

Sub-section B (Consequential loss)

Defined events

The insurance provided by this sub-section of the policy (if stated in the schedule) shall be subject to the limits of indemnity stated in the schedule and shall include

- (i) **Increased cost of working**

The insurance under this item is limited to the additional expenditure necessarily and reasonably incurred by You during the indemnity period in consequence of the accident for the sole purpose of avoiding or diminishing the interruption of or interference with Your normal business 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. The indemnity by this item shall not apply directly or indirectly to
- (a) the intrinsic value (including reinstatement value) of the property insured by sub-section A of this policy.
- (ii) **Reinstatement of data/programs**

Costs and expenses necessarily and reasonably incurred by You for the reconstitution or recompilation of data and/or programs recorded on or stored in data-carrying media which is lost as a result of accidental erasure (which shall include the events defined in the indemnity clause to sub-section A of this policy) or by theft or by the deliberate wilful or wanton intention of causing the cancellation or corruption of data or programs as provided for the sub-section A of this section provided always that
- (a) 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
- (b) in respect of each and every occurrence or series of occurrences arising out of or in connection with any one event indemnifiable by this item, You shall bear the amount stated in the schedule as the first amount payable
- (c) where You elect to insure programs (software), a schedule of programs shall be lodged with Us at the commencement of each period of insurance.

Definitions

Indemnity period

The period during which the results of the business shall be affected in consequence of the accident beginning the number of hours/days detailed in the schedule as the time exclusion after the occurrence of the accident and ending no later than the expiry of the period detailed in the schedule as the indemnity period after such occurrence.

The time exclusion shall not apply to loss or damage directly caused by fire, storm (excluding lightning), subsidence, wind or the collapse of buildings.

Accident

1. (Applicable to increased cost of working only) physical loss of or damage to the property insured described in the schedule of property insured from any cause as provided for under sub-section A of this policy, liability under which sub-section shall, except for the provisions relating to the first amount payable or the maintenance/lease agreements, be a condition precedent to liability hereunder.
2. Failure of the public supply of electricity at the terminal ends of the service feeders in the premises from any accidental cause other than
 - (a) Your deliberate act or any supply authority
 - (b) drought or shortage of fuel at any electricity utilitySpecial conditions applicable to failure of the public supply of electricity
 - (a) Our liability shall not exceed the sum insured by this sub-section
 - (c) The indemnity period shall commence 12 hours after the failure and end not later than 30 days after such failure.

The limit of liability

Our liability 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 Us of any sum or sums in discharge of the company's liability in terms of this sub-section of this policy, the sum(s) insured shall automatically be reinstated for the remainder of the current period of insurance.

You shall pay to Us the additional premium required by Us, calculated pro rata from the day of the accident to the end of the period of insurance

Specific exceptions to sub-section B

Unless specifically provided for

1. **Fines and damages**

We shall not be liable to indemnify You in respect of fines or damages for breach of contract for late or non-completion of orders or any penalties of whatsoever nature
2. **Loss of profit**

We shall not be liable to indemnify You in respect of loss of profit or consequential loss of whatsoever nature unless specifically provided for herein

General Memoranda

Memo 1 - Prevention of access

If, during the indemnity period, the business at the premises be interrupted or interfered with in consequence of You being prevented from having access to the property insured situated at the premises caused by damage to property within a 5 km radius of Your premises as described in the schedule by fire, lightning, explosion, storm, tempest, flood, water inundation, earthquake or impact by vehicles, We shall indemnify You for loss resulting from such interruption or interference in accordance with the provisions contained herein

provided that

- (i) You are not entitled to indemnity as provided for in this extension under any other policy or section of this policy
- (ii) this section shall not be brought into contribution with any other policy or section of this policy bearing a like extension.

Memo 2- Capital additions and currency fluctuations

The indemnity by this section shall include

- a. additional equipment or programs purchased by You of a similar nature to that specified in the
- b. 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 Your premises
- c. 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%, the total sum insured for sub-section A, specified in the schedule, it being agreed that You will advise Us of such alterations after the expiry of each period of insurance and pay the appropriate premium thereon but not exceeding 50% of the difference.

Special exception (sub-sections A & B)

Viruses, Trojans and worms

We shall not indemnify You for loss or damage of whatsoever nature arising directly or indirectly out of or in connection with the action of any computer virus, Trojan or worm(s) or other similar destructive media.

General extension

Incompatibility cover (if stated in the schedule to be included)

Notwithstanding anything contained to the contrary in the policy, the indemnity by sub-sections A & B of this section shall indemnify You for costs incurred in respect of

- (a) modifications or alterations to the property insured directly consequent upon indemnifiable loss or damage to ensure the operating integrity of the electronic system
- (b) replacement or upgrading of legal programs to achieve compatibility with the modified or altered electronic system
- (c) 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 always that

- (1) the costs provided for in (a), (b) and (c) 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 (item ii) of this section of the policy
- (3) the cover afforded hereunder shall be restricted to
 - (i) parts or components of the electronic system which are not indemnifiable under sub-section A hereof
 - (ii) programs or data reinstated no indemnifiable under item (ii) of sub-section B hereof.
- (4) the indemnity by this extension shall, in respect of any event, be limited in the aggregate to twenty percent (20%) of the applicable total sum insured under sub-section A – The limit of indemnity and sub-section B – item (ii) hereof or R25 000 whichever is the lesser.

Transit and Away

Physical loss of or damage to the property insured described in the schedule from any cause not hereinafter excluded

- a) whilst at work or at rest anywhere within that part of the building occupied by You, at Your premises described in the schedule
- b) in transit including loading and unloading or whilst temporarily stored at any premises en route
- c) temporarily removed from that part of the building occupied by You at Your premises described in the schedule to any other building.

Car Jamming (if stated in the schedule to be included)

Notwithstanding 9 above, should You suffer the theft of a Specified Business All Risk item that was Concealed as a result of the "jamming" of Your Vehicle's locking system so that it is unable to engage the locking mechanism despite Your attempted activation thereof then We shall provide cover for the Specified Item up to a limit of 50% of the value but limited in the aggregate to R50,000 any one claim. If there is CCTV footage confirming that You attempted to engage the locking system, We will pay the claim up to the limit of the specified item as stated in the schedule. You must report the incident to the Police and provide Us with the Police reference

Telecommunication access lines (if stated in the schedule to be included)

Subject to the limit of 10% of the sum insured or R1 000 000 whichever is the lesser, consequential loss as provided for under defined events and of sub-section B arising from accidental failure of the telecommunication access lines is included, provided always that the insurance under this extension shall be subject to the special conditions below.

Special conditions applicable to telecommunication access lines

- a. Our liability shall not exceed the sum insured by this sub-section.
- b. the indemnity period shall commence 48 hours after the failure and end not later than 30 days after such failure.
- c. 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.

Failure of Electricity Supply Extension (if stated in the Schedule)

Subject to the limit of 10% of the sum insured or R1 000 000 whichever is the lesser.

Consequential Loss as provided for under (1) and (II) of Section II of the Policy arising from accidental failure of the public supply of electricity at the terminal ends of the supply authorities' service feeders at the premises is included,

provided always that:

- a. the insurance under this extension shall be subject to the following special conditions below:

Special Conditions applicable to Failure of Electricity Supply:

- a. Our liability shall not exceed the sum insured by this Policy.
- b. The Indemnity Period in respect of increased cost of working shall commence 48 hours after the failure and end not later than 14 days after such failure.
- c. The insurance provided in Memo 3 does not cover loss occasioned by the deliberate act of the telecommunications company nor by the exercise by the telecommunications company of its power to withhold or restrict access to its lines.

Replacement value (if stated in the schedule to be included)

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

- a. 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

- b. 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 You shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

MACHINERY BREAKDOWN

Defined Events

Any unforeseen and sudden physical damage to the machinery described in the schedule from any cause 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 Your premises.

Basis of Indemnity

- 1 If the damage can be repaired the insurer will pay the cost of restoration to working order based on the customary daily rates of wages in the district and normal freight erection and custom dues.
- 2 If the insured item is totally destroyed the insurer will pay the market value of the item immediately before the accident and the cost of removing the damaged machinery less the value of the remains. The insured item shall be regarded as totally destroyed if the repair costs as defined in 1 above equal or exceed its market value immediately before the accident.
- 3 The insurer may at its option repair reinstate or replace any damaged machinery or pay the amount of the damage in cash.

Special Exclusions

- 1 Irrespective of the original cause the insurer will not pay for
 - (a) Excess
the amount specified in the schedule as the excess for each and every occurrence
 - (b) damage due to:
 - (i) Fire lightning explosion
fire extinguishing of a fire direct lightning strikes explosion
 - (ii) Theft collapse etc.
theft collapse of buildings impact by animals' vehicles aircraft other aerial devices or objects dropped therefrom sonic shock waves
 - (iii) Water
water which escapes from water containing apparatus including leakage or discharge from any sprinkler or drencher system
 - (iv) Subsidence landslide
subsidence landslide storm flood inundation hail snow earthquake volcanic eruption or other convulsions of nature or any subsequent dismantling
 - (c) Experiments
damage resulting from experiments overloads or tests requiring the imposition of abnormal conditions
 - (d) Tools
damage due to the misapplication of tools
 - (e) Wastage wearing away
wastage of material or the like or wearing out of any part of the machinery caused by or naturally resulting from ordinary usage or working or other gradual deterioration
 - (f) Expendable parts
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 insurer shall indemnify You for the residual value of such parts or tools.
 - (g) Express delivery overtime
extra charges for express delivery overtime Sunday and holiday rates of wages unless specially provided for herein
 - (h) Damaged parts
the value of damaged parts which can be used in any way whatsoever

-
- (i) Alterations additions
costs of alterations additions improvements and overhauls carried out on the occasion of a repair
 - (j) Temporary repairs
temporary repairs and any consequences arising there from unless the insurer has authorised the temporary repairs.
- (2) Foundations masonry refractory's
The machinery described in the schedule does not include any foundations masonry or refractory's unless specifically mentioned
- (3) Partial damage
Where damage is restricted to a part or parts of an insured item the insurer will not be liable to pay a greater amount than the value of the part or parts allowed for in the sum insured plus dismantling re-erection and freight expenses

Special Conditions

1 Alterations to working conditions

Notice of any intended alterations 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 insurer. If the insurer cannot approve the alteration or departure from normal working conditions the insurer may cancel the insurance in respect of the machinery concerned making an appropriate return of premium.

2 Access

You shall allow the authorised representatives of the insurer 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 You must at the request of the insurer restore the risk to normal within a reasonable time failing which the insurer may suspend cover in whole or in part until the risk is restored to normal

3 Claims

On the happening of an event giving rise or likely to give rise to a claim You

- (a) shall exercise all means in Your power to salvage the insured items and ensure their preservation
- (b) may proceed with the repair of the machinery provided that
 - (i) he complies with 3(a) above
 - (ii) they carrying our of the repair is without prejudice to any question of liability
 - (iii) any damaged part requiring replacement is kept for inspection by the insurer

4 Insured value

The sum insured for each item of machinery specified in the schedule must be equal to the installed new replacement value at all times.

5 Reinstatement of sum insured

In the event of the payment by the insurer of any sum or sums in discharge of the insurer's liability in the terms of this insurance the sum insured shall automatically be reinstated for the remainder of the current period of insurance provided that You shall pay any additional premium required by the insurer calculated pro rata from the date the repaired item is again put to work.

6 Average

If at the time of the damage the sum insured is lower than the installed new replacement value then You will be considered to be his own insurer for the difference and will bear a rateable share of the loss accordingly. Every item of machinery will be separately subject to this condition.

7. Electrical power surge and Lightning strikes

All loss or damage to the property insured, caused directly by power surges or lightning strikes will be subject to

an additional first amount payable as stated in the Schedule, per occurrence.

You shall be responsible for the following excess:

- (a) 10% of claim min R2 000 if the main electrical distribution board of the Property is protected with a surge protector, lightning arrestors or other protection device installed by a qualified electrician and certified to be compliant with SANS 10142-1 regulations,
- (b) 35% of claim min R5 000 if the main electrical distribution board of the Property is not protected by a surge protector, lightning arrestor or other protection device installed by a qualified electrician and certified to be compliant with SANS 10142-1 regulations.

BUILDINGS (HOMEOWNERS)

DEFINITIONS

For this section:

1. Dwelling means:
 - 1.1 the private residence and its domestic outbuildings, fixtures and fittings, water, sewerage, gas, electricity and telephone connections;
 - 1.2 paths and driveways constructed of brick, concrete, pavers, asphalt or stone (not gravel); walls (excluding retaining walls unless We have specifically agreed in writing to underwrite the retaining wall and it was erected in compliance with the relevant Regulations and engineering specifications which specifications must be provided by You in the event of a claim) (excluding dam walls), gates and fences (excluding hedges);
 - 1.3 swimming pools (excluding portable pools or pools built above ground) including fixed filtration plant, water-pumping machinery but excluding automatic pool cleaners;
 - 1.4 tennis courts, sauna and spa baths;
 - 1.5 intercom systems, CCTV and burglar alarm systems;
 - 1.6 solar heating systems and air conditioning units;
 - 1.7 aerials, antennae and satellite dishes, belonging to You and situated at the risk address shown in the Schedule.
2. Standard Construction means the buildings are built with walls of brick, stone or concrete and are roofed with slate, tiles, concrete, asbestos or metal.
3. Reinstatement means:
 - 3.1 if the Dwelling is destroyed, rebuilding it;
 - 3.2 if the Dwelling is damaged, repairing the damaged portion, as close as reasonably possible to the condition it was.

COVER PROVIDED

1. OUR INDEMNITY TO YOU

If the Dwelling is damaged or destroyed arising from or caused by an Insured Event:

- 1.1 We will, at Our election, by payment or by reinstatement or repair indemnify You provided You are not underinsured;
- or
- 1.2 You may choose within six consecutive months of the date of destruction or damage to reinstate the Dwelling on the same site (or on another site and in the way, You want subject to our liability not being increased) as nearly as possible to its condition when new provided that:
 - 1.2.1 the Reinstatement must be started and finished in a reasonable time otherwise We will settle in terms of 1.1;
 - 1.2.2 We will not be liable for the cost until the cost has been incurred by You;
 - 1.2.3 if at the time of Reinstatement, the cost including the cost of demolition and professional fees which would have been incurred in Reinstating the Dwelling had it been totally destroyed exceeds the sum insured on the Dwelling at the time of destruction or damage You will be Your own insurer for the difference and will bear a proportion of reinstatement;
 - 1.2.4 if We agree to settle the claim by means of a cash settlement, such payment shall not exceed the amount for which We could have settled the claim by means of repair or replacement.
 - 1.3 We will pay costs that You necessarily incur with Our written consent:
 - 1.3.1 in demolishing the Dwelling, removing debris from the site and erecting hoardings required for building operations;

1.3.2 for architects, quantity surveyors and consulting engineers' fees;

1.3.3 for local authority's scrutiny fees,

Provided that the sum insured stated in the Schedule for this section is adequate to include such additional costs.

2. INSURED EVENTS

The Insured Events are:

2.1 fire, lightning, explosion;

2.2 deliberate or wilful malicious acts;

2.3 storm, wind, water, hail, snow or flood excluding destruction or damage:

2.3.1 to retaining walls unless We have specifically agreed in writing to underwrite the ~~such~~ retaining wall and it was erected in compliance with the relevant Regulations and ~~or~~ engineering specifications which specifications must be provided by You in the event of a claim;

2.3.2 caused by movement of the land supporting the Dwelling even if such movement is caused by storm or flood. This exclusion will not apply to the removal of land supporting the Dwelling by flowing surface water.

2.4 earthquake but excludes any loss or damage arising directly or indirectly from mining activities;

2.5 bursting, leaking or overflowing of water apparatus or fixed oil-fired heating apparatus excluding the repair or replacement of defective geyser elements, thermostat or valves;

2.6 damage caused by theft or attempted theft;

2.7 theft or attempted theft provided that if the Dwelling is vacant there is forcible and violent entry or exit;

2.8 impact by animals, vehicles, falling trees or part of trees, aircraft or articles dropped therefrom;

2.9 breakage or collapse of radio or television aerials or masts including satellite dishes.

3. BREAKAGE OF GLASS AND SANITARYWARE

In the event of accidental breakage in the Dwelling (except when the Dwelling is vacant) of:

3.1 fixed glass;

3.2 fixed sanitary ware but excluding chipping, scratching or disfiguration,

We will pay for it or choose to repair or replace it subject to the limit as set out in the schedule.

4. RENT

If the private residence becomes uninhabitable as a result of an Insured Event, We will compensate You for:

4.1 loss of rent; or

4.2 rent for which You are liable; or

4.3 the cost of other similar accommodation, up to a limit of 25% of the sum insured of the Dwelling as reflected on the Schedule.

5. ELECTRICAL, ELECTRONIC AND MECHANICAL BREAKDOWN

We will cover You for loss of or damage up to the amount stated in Your Schedule for fixed electrical and mechanical building items for which You are legally responsible (such as motors and machinery of saunas, spas, swimming pools, garage doors, security systems, electronic gates, fixed electrical generators and domestic boreholes) which are installed at Your Dwelling as stated in Your Schedule.

The loss or damage must result from:

5.1 accidental external causes, or

5.2 electrical or mechanical breakdown.

We will not be responsible for loss or damage:

5.3 caused by wear and tear, pollution, vermin, gradual deterioration or rust,

5.4 for items that have not been maintained as per the manufacturer's requirement,

-
- 5.5 to geysers,
 - 5.6 to photovoltaic panels, batteries, or inverters,
 - 5.7 loss or damage to automatic swimming pool cleaning equipment or windmills,
 - 5.8 that is insured elsewhere in this or another policy,
 - 5.9 caused by power surge,
 - 5.10 to any appliance that is covered by any manufacturer's guarantee, purchase agreement or service contract
 - 5.11 caused by or arising from the processes of dyeing, cleaning or renovating, the action of light or atmospheric conditions
 - 5.12 consequential loss

6. PUBLIC SUPPLY OR MAINS CONNECTIONS

In the event of accidental destruction or damage to water, sewerage, gas, electricity or telephone connections belonging to You or for which You are responsible between Your dwelling and the public supply We will pay for or may choose, at Our election, to repair them subject to a limit as set out in the Schedule.

7. PUBLIC AUTHORITIES REQUIREMENTS

We will pay the public authority costs necessarily incurred in repairing or rebuilding the Dwelling in accordance with the requirements of public authorities following destruction or damage to the Dwelling by an Insured Event. Subject to the limit set out in the Schedule.

8. FIRE EXTINGUISHING CHARGES

We will indemnify You for the reasonable cost of fire extinguishing following fire damage to the Dwelling or for the prevention of fire damage to the Dwelling.

9. ELECTRICAL POWER SURGE

9.1 We shall indemnify You for damage to Your machinery, electrical or electrical equipment, caused directly by a power surge on the power line subject to the limits as set out in the Schedule for any one claim. There will be no consequential loss cover such as but not limited to deterioration of stock or business interruption.

You shall be responsible for the following excess:

- (a) 10% of claim min R2 000 if the main electrical distribution board of the Property is protected with a surge protector, lightning arrestors or other protection device installed by a qualified electrician and certified to be compliant with SANS 10142-1 regulations,
- (b) 35% of claim min R5 000 if the main electrical distribution board of the Property is not protected by a surge protector, lightning arrestor or other protection device installed by a qualified electrician and certified to be compliant with SANS 10142-1 regulations.

10. SECURITY GUARDS

We will indemnify You for costs reasonably incurred in employing a security guard following a loss or damage caused by an Insured Event that leaves You exposed to a criminal risk subject to the limit as set out in the Schedule.

11. LIABILITY TO THE PUBLIC AS PROPERTY OWNER

If Your Dwelling is insured by this section, then You are indemnified under the Personal Liability Section of this Policy in so far as it applies to the liability of property owners.

12. DAMAGE TO GARDENS

We will indemnify You for costs not exceeding the limit as set out in the Schedule reasonably and necessarily incurred by You in Your capacity as owner of the Dwelling for the replacement of trees, shrubs, lawns, plants

and fixed sprinkler installations situated in the grounds of the Dwelling following damage caused by fire, fire-fighting or other emergency services operations, explosion, impact by vehicles or aircraft or other aerial devices, deliberate or malicious acts, excluding theft or attempted theft.

13. REMOVAL OF FALLEN TREES

We will pay the cost for removal of fallen trees following an Insured Event. Our liability will not exceed the limits as set out in the Schedule.

14. SUBSIDENCE AND LANDSLIP EXTENSION DEFINITIONS**14.1 Definitions****14.1.1 Subsidence:**

the downward movement of a site on which Buildings may or may not stand, from causes unconnected with the Building

14.1.2 Landslip:

the downward or sideways movement of sloping ground resulting from the action of self-weight stresses and imposed loadings exceeding the available strength of the ground, including liquefaction

14.1.3 Heave:

movement of the Building upwards and outwards as a result of an excess of water causing the ground to expand

14.1.4 Settlement:

the downward movement of a site due to the application of superimposed loading which is the wholly natural effect of superimposing a load on a site and it is unpredictable

15. SUBSIDENCE AND LANDSLIP EXTENSION – LIMITED COVER (if stated in the schedule to be included)

15.1 Cover is extended to include loss of or damage to the Building caused by subsidence, landslip or heave of the land supporting the Building provided such loss or damage is not caused by or does not arise from:

15.1.1 excavations other than mining excavations

15.1.2 alterations, additions, or repairs to the Building

15.1.3 the compaction of infill

15.1.4 defective design, materials, or workmanship

15.1.5 settlement, shrinkage, creeping, heaving or expansion of the Building

15.1.6 or is aggravated as a result of dolomite or limestone

15.1.7 any gradual movement of the site upon which the property is constructed

15.1.8 damage to drains, water courses, boundary walls, retaining walls (unless specifically agreed in writing), gates, posts, and fences

15.1.9 faulty design or construction of, or the removal or weakening of support to any Building situated at the Insured Property

15.1.10 workmen engaged in making any structural alterations, additions or repairs to any Building situated at the Insured Property

15.1.11 active soils

15.1.12 solid floor slabs or any other part of the Building resulting from the movement of such slabs, unless the foundations supporting the external walls of the Building are damaged at the same cause at the same time

15.1.13 interference, removal or weakening of support to any Building

15.1.14 the rise in the water table or pressure caused by it, including acid mine

15.1.15 leaking taps, leaking pipes or leaking swimming pools

15.1.16 coastal or river erosion

15.2 We will not be liable for:

-
- 15.2.1 work necessary to prevent further loss or damage due to subsidence, heave or landslip
 - 15.2.2 consequential loss of any kind whatsoever
 - 15.2.3 damage existing at commencement of cover

In the event of loss or damage to the Buildings You will be responsible for any first amount payable in the Schedule calculated at 1% of the sum insured for the Building as stated in the schedule

16 LOSS OF WATER BY LEAKAGE

- 16.1** We will indemnify You for the costs of water lost through leakage from any underground pipes at the risk address where You are responsible to pay the charge for such water only in the event that the quarterly reading of water consumption exceeds the average of the previous four normal quarterly readings by more than 50% up to the limit as set out in the Schedule.
- 16.2** We will not pay for more than one incident in any period of 12 consecutive months and We will not be liable if on the discovery of a leak by physical evidence or on receipt of an abnormally high-water account, You do not take immediate steps to repair the pipes so affected.
- 16.3** We will not pay for:
 - 16.3.2 the cost of rectifying leaks or repairing the pipes;
 - 16.3.3 water loss as a result of leaking taps, geysers, toilet systems or swimming pools;
 - 16.3.4 water loss when the Dwelling is unoccupied for more than 30 consecutive days;
 - 16.3.5 water loss as a result of a leaking inlet or outlet pipe of a swimming pool.

17 BUILDING OPERATIONS

- 17.1** While an independent contractor undertakes any alterations, renovations or installations on Your Dwelling, We shall indemnify You for the loss or damage to the work undertaken caused by:
 - wind, storm, hail, flood or snow;
 - fire or explosions;
 - earthquake;
 - theft of materials (excluding tools or construction equipment) or fixed items subject to there being forcible and violent entry or exit from the premises thereof,

Up to an amount of 5% of the building sum insured for any one claim.

- 17.2** There shall be no cover if:
 - 17.2.2 the total period for the alteration, renovation or installation project exceeds 12 months in total;
 - 17.2.3 the total cost of the alteration, renovation or installation project exceeds 5% of the sum insured value.
- 17.3** For the purposes of this Building Operations clause, the independent contractor cannot be the Insured or their immediate family and must be a member of a recognised building Body.

18 IN THE EVENT OF A VIOLENT THEFT OR HOLDUP

For You to qualify for any of these covers, You must contact the ONE Assist 24-hour Help Desk which You can do either by activating Your Intelligent Panic (and We will call You) or You can phone Us on 861 286. If You do not make the arrangements through Us, then You will not be entitled to these benefits.

- 18.1** In the event of a violent act of theft or hold-up of You, Your family, Your domestic or Your guests at Your Dwelling then:
 - 18.1.1 We will pay compensation for trauma counselling up to an amount of R2,500 per individual and R10,000 any one claim;
 - 18.1.2 if Your house keys and house remote are stolen, We will send a locksmith out to change Your stolen locks and remotes up to a limit of R5,000.
 - 18.1.3 Should a claim be made in terms of this section then no further claim may be made under any other section in this Policy for the same covers. This cover cannot be claimed for more than once.

19 KEYS AND LOCKS

We will indemnify You for costs reasonably and necessarily incurred as a direct consequence of any keys (including cardkeys, keypads and remote-control devices) for the Dwelling being lost or damaged subject to the limit as set out in the Schedule.

20 SPECIAL ALTERATIONS

We shall indemnify You for the fair and reasonable costs of alterations to Your Dwelling if these are necessary because You have had an accident that causes bodily injury and leaves You permanently bound to a wheelchair during the period of this policy subject to the limit as set out in the Schedule in respect of such special alterations.

21 HOME ASSIST

21.1 In the event of a home emergency as a result of breakage of fixtures and fittings, We will arrange for an appropriate repairer (electrician, plumber, locksmith, glazier etc.) to address the problem at Your nominated address (call-out fee and first hour labour is covered, thereafter normal rates apply) subject to a limit of 3 claims or up to R2 000 per annum whichever is the first.

21.2 All parts and materials used are excluded and will be for Your account.

21.3 A home emergency is defined as an event that is potentially life threatening or could possibly cause structural damage to Your Property.

21.4 Should a claim be made in terms of this section then no further claim may be made under any other section in this Policy for the same

SPECIAL EXCLUSIONS**1. WE SHALL NOT BE LIABLE FOR:**

- 1.1. loss or damage caused by or attributable to lack of maintenance, faulty or defective workmanship or construction, faulty design of the Dwelling, or damage caused by vermin, insects or fungi;
- 1.2. any structure which is not erected in accordance with the applicable building regulations;
- 1.3. any loss of or damage to the Dwelling if it is unoccupied for more than 30 consecutive days in any 12-month period unless agreed thereto by Us in writing. For the purposes of this exclusion, unlawful occupation shall not qualify as occupation of the building;
- 1.4. for loss of or damage to the Dwelling if the construction of the private residence and its domestic outbuildings are not of a Standard Construction unless agreed thereto by Us in writing;
- 1.5. any loss or damage to the Dwelling caused by a rise in the underground water table or pressure caused by it;
- 1.6. loss as a result of wear and tear or gradual deterioration;
- 1.7. consequential loss unless specifically covered herein.

SPECIAL CONDITIONS**1. MORTGAGEE**

The interest of the mortgagee:

- 1.1 ranks prior to Your interest;
- 1.2 is limited to the amount owing to the mortgagee by You on the loan account in respect of the Dwelling;
- 1.3 will not be invalidated by any act or omission of Yours if such act or omission occurs without the mortgagee's knowledge.

2. TENANTS

This insurance will not be invalidated by any act or omission of a tenant of Yours provided You notify Us as soon as such act or omission comes to Your knowledge.

OPTIONAL EXTENSION

22 ACCIDENTAL DAMAGE

We will at Our option by payment, repair or replacement indemnify You for accidental damage to Your Dwelling.

We will not be liable for:

- 22.1 the first R500 of each and every claim;
- 22.2 more than the amount stated in Your schedule in total for any one claim;
- 22.3 loss, destruction or damage caused by or resulting from wear and tear, depreciation, rust, mildew, moth, vermin, insects, or any previously described event;
- 22.4 any gradually operating cause, processes of dyeing, cleaning or renovating, the action of light or atmospheric conditions, confiscation or detention by any process of law;
- 22.5 lack of reasonable maintenance;
- 22.6 consequential loss of any kind.

23 GEYSER MAINTENANCE

We will indemnify You for bursting, leaking, or overflowing of water apparatus or fixed oil-fired heating apparatus, cover is extended to include the repair or replacement of defective geyser elements, thermostat or valves, wear and tear, rust, decay and faulty workmanship for an additional premium. This cover is provided up to R12 500 per event, limited to two separate events in any 12-month period. Excess is Nil.

24 EXCESS WAIVER

Waiver of the Basic First Amount Payable

The Basic First Amount Payable as stated in the schedule is hereby waived.

You will still be responsible for any additional excesses.