



**ONE**

**TOUR OPERATORS**

POLICY WORDING

# Contents

Proposal

Motor

4x4 Extreme Lifestyle

Fare Paying Passenger Liability

Broadform Public Liability (Claims Made)

Directors And Officers Liability

Group Personal Accident

Fire

Buildings Combined

Office Contents

Business Interruption

Accounts Receivable

Theft

Money

Business All Risks

Glass

Fidelity

Goods In Transit (Transporting Goods For 3rd Parties Is Excluded)

Accidental Damage

Employers Liability

Stated Benefits

Electronic Equipment

Machinery Breakdown

Interruption Following Breakdown

Deterioration Of Stock Follows Machinery Breakdown Section

Cancellation Of Tour

Accommodation Contents

Medivac

Theft from Bank Account

## 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.

Where more than one insurance company or insurer participates in this insurance, the expression "company" shall be amended to "insurers" wherever it appears in this policy. In this event the percentage share of each insurer will be as expressed in the schedule of this policy and the liability of each such insurer individually shall be limited to the percentage share set against its name.

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

### Definitions

**Insurer** shall mean: Us, We, Our, Ours.

**Insured** shall mean: You, Yours, Their, Theirs.

### General exceptions

#### 1. War, riot, and terrorism

- A. This policy does not cover loss of or damage to property related to or caused by:
- a. 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;
  - b. war, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not) or civil war;
    - i. 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;
    - ii. insurrection, rebellion, or revolution.
  - c. 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 de jure or de facto, or any provincial, local, ethnic or tribal authority with force or by means of fear, terrorism, or violence;
  - d. 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;
  - e. any attempt to perform any act referred to in clause c or d above;
  - f. 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, a, b, i, ii, c, d, or e, above.

If We allege that, by reason of clause A, a, b, i, ii, c, d, e, or f, 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, ethnic, 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.

## 2. **Asbestos**

A. 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.

## 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. **Cyber and Data Exclusion**

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

- 4.1.1 Cyber Loss or the fear or threat of Cyber Loss;
- 4.1.2 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.

4.2 In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4.3 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**

4.4 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.

- 4.5 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.
- 4.6 Cyber Incident means:
  - 4.6.1 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
  - 4.6.2 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.
- 4.7 Computer System means 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 the Insured or any other party.
- 4.8 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.

## 5. **Detention, Confiscation and Forfeiture**

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

## 6. **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.

## 7. **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.

## 8. **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 the insured 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.

---

## 9. **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.

## 10. **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 10 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)

## 11. **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:

- 11.1 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.
- 11.2 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.

## 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, 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 & Variation**

This policy, any section, premiums, terms, and conditions may be cancelled or varied 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 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, and 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**

Adjustment of premium if the premium for any section of this policy has been calculated on any estimated figures, You shall, after the expiry of each period of twelve consecutive months from the inception date or anniversary date, 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 responsible 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 Your 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. if such a loss arises from theft or hijacking then You must report this occurrence to:
    - 1. the South African Police Services and Your tracking company (if applicable) as soon as reasonably possible noting that time is of the essence to facilitate a recovery of the stolen item but in any event not later than 24 hours from the occurrence
    - 2. Us within 48 hours. Notification to our 24/7 Incident Management Centre on 087 066 0286 or alternatively on 0861 000 286 will be considered notification to Us
  - iii. as soon as practicable after the event inform the police of any claim (if required by Us) and take all practicable steps to discover the guilty party and to recover the stolen or lost property
  - iv. as soon as practicable after the event submit to Us full details in writing of any claim
  - v. give Us such proof, 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, stated benefits or group personal accident section or the personal accident (assault) extension under the money section, if applicable) **shall be payable after the expiry of 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 by serving legal process on Us within 6 months of the rejection of the claim in writing and pursue such proceeding 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 that 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, You 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 right to rely upon any conditions of this policy,
- i. take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and licence of Yours 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 their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

**No admission, statement, offer, promise, payment or indemnity shall be made by You without Our written consent.**

B. You shall, at Our expense, do and permit to be done all such things as may be necessary and/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 their behalf or with their knowledge or consent to obtain any benefit under this policy or if any event is occasioned by the wilful act or with the connivance of You, **the benefit afforded under this policy in respect of any such claim shall be forfeited.**

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

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

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 Yourself. Any extension providing indemnity to any person other than Yourself shall not give any rights of claim to such person**, the intention being that You shall claim on behalf of such person. Your receipt shall in every case be a full discharge to Us.

12. **Collective insurances**

If this insurance is a collective insurance then the following amendment is made to general condition 6 a, iv, above:

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

and General condition 7, is substituted by the following:

"7. Company's rights after an event (subrogation condition)

A. On the happening of any event in respect of which a claim is or may be made under this policy the leading insurer and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the insurers to rely upon any conditions of this policy,

i. take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and licence of Yours to the lead insurer on behalf of all insurers to do so. **You shall not be entitled to abandon any property to the**

- insurers whether taken possession of by the leading insurer or not
- ii. take over and conduct in Your name the defence or settlement of any claim and prosecute in Your name for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.  
No admission, statement, offer, promise, payment or indemnity shall be made by You without the written consent of the leading insurer.
  - B. You shall, at the expense of the insurers, do and permit to be done all such things as may be necessary or reasonably required by the insurers for the purpose of enforcing any rights to which the insurers shall be or would become subrogated upon 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, the insurers may, in the case 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 the insurers shall thereafter not be under further liability in respect of such event."

### 13. Protection and alarm warranty

In respect of any section and premises where it is stated in the schedule to be applicable it is a condition precedent to the viability of the Insurer/s in respect of loss of or damage to Your property (or for which they are responsible) by theft or any attempt thereat from any insured building stated in the schedule that the alarm as required by the Insurer/s is set and armed and made fully operative whenever the protected building/s is/are not open for business (unless a principal, partner, director, or employee of Yours is in the protected building/s) and it is warranted that:

- A. the said alarm is to be a dual monitoring alarm whenever feasible (for the purposes of this requirement, dual monitoring shall mean that once the alarm is triggered a signal will be transmitted by two different methods to the control room of the company monitoring the alarm);
- B. if the company which installed the said alarm system operates an armed reaction unit, the contract for the said alarm shall include the armed reaction unit's services, where available;
- C. such alarm will be maintained in proper working order, but You shall be deemed to have discharged their liability if they have maintained their obligations under a maintenance contract with the installation/service company of the alarm system;
- D. the control panel shall have an event log and the arming and disarming of the alarm is to be logged and after the occurrence of a claim, the insurer/s will be entitled to request full information of the relevant log;
- E. Loss of or damage to the property following the use of the keys, the keypad code or the remote control of the burglar alarm or any duplicate thereof belonging to You is not covered unless such keys, keypad code or remote control has been obtained by violence or threat of violence to any person or such keys, keypad code or remote control was obtained by theft.

### General provisions

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

#### A. Claims preparation costs.

The insurance provided by 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 anyone claim shall not exceed the amount as stated in the schedule.

#### B. Jurisdiction Clause

We will not indemnify You in respect of:

- i. damages in respect of judgments given or obtained other than in a court with competent jurisdiction within the Republics of South Africa and Namibia, Botswana, Kingdoms of Lesotho and Eswatini.
- ii. legal costs and expenses recoverable by any claimant from You that did not occur and are

---

not recoverable in the area as described above.

**C. 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.

**D. 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.

**E. First amount payable (Excess)**

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.

**F. Members**

Wherever the word "director" is used it is deemed to include "member" if You are a close corporation.

**G. 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.**

**H. Meaning of words**

The schedules and any endorsements thereto and the policy wording shall be read together and any word or expression to which a specific meaning has been given in any part thereof shall bear such meaning wherever it may appear.

**I. 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.

**J. Schedule sums insured blank**

If, in a schedule of this policy, the sum insured, limit of indemnity or compensation is:

- i. left blank or has no monetary amount stipulated against it
- ii. reflected as nil or not applicable or not covered or no indemnity extended,  
**this means the defined event or circumstance shown in the schedule is not insured by the policy.**

**K. 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, not to exercise Our rights of recourse against the said security firm.

We shall not raise as a defence to any valid claim submitted under any section or sub-section 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.

**L. Alterations and misdescription**

The insurance under this section shall not be prejudiced by any alteration or mis-description 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.

---

M. **Silent risk clause**

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

N. **Change of Interest**

As soon as your interest in any item covered in terms of the Policy is terminated there will no longer be any cover in respect of such item.

O. **Flammable storage restriction**

It is warranted that unless otherwise stated the buildings as reflected in the schedule of this policy, are regarded as not being used for the storage, distribution, sale, use, demonstration, or transportation of any hazardous, flammable, or explosive substances including but not limited to fireworks.

P. **Trauma cover**

We will indemnify You for the cost of treatment of any principal, partner, director or employee of Yours undergoing treatment by a registered psychologist as a result of their having been psychologically traumatised as a direct result of violence or threat of violence during theft, attempted theft or hijack. The indemnity under this extension is limited to the amount stated in the schedule in respect of any one claim or series of claims from one event.

Q. **Property protection costs**

We will reimburse You all reasonable costs and expenses in effecting such temporary repairs and in taking such temporary protection measures, including the hiring of watchmen, as well be reasonable and necessary after loss or damage giving rise to a claim under this policy.

Provided that Our liability shall not exceed the amount stated in the schedule in respect of any one event.

R. **Bund Requirements for all fuel dispensing units or storage tanks**

**Failure to comply with these conditions will result in there being no cover in force.**

No fuel dispensing unit or storage tank shall be situated less than 3.5 meters from any lateral boundary or street boundary of any site except where there is a boundary wall and such wall has a fire resistance of at least 120 minutes, is not less than 1,8 meters in height and extends not less than 2meters on each side of such pump or tank.

- a. Bund wall and brick saddles to have a fire rating of at least four hours (200mm solid brick; 150mm reinforced concrete).
- b. Bund wall to be at least 450mm high.
- c. Bund wall to be at least 500mm from side of tank.
- d. Floor of bunded area to be of impervious solid concrete sloping to one end.
- e. Bunged area to be kept clear of all combustibles.
- f. Drain valve to be fitted at lower end to enable rainwater to be drained to outside of bunded area.
- g. Volume of bunded area to be at least 110% of volume of tank.
- h. Provide 1 x 9kg dry chemical type fire extinguisher at pump.
- i. Provide symbolic "NO SMOKING" signs at pump.
- j. Provide suitable switch located in readily accessible position remote from the pump, for shutting off the power to any pump in case of emergency.
- k. All free-standing pumps and equipment to be barricaded against accidental damage from vehicles and machinery.
- l. Provide a notice above the "MASTER CIRCUIT BREAKER" in 60 mm letters in to read "EMERGENCY PUMP SWITCHES" in black letters on a yellow background.
- m. Siting of tank:
  - i. Avoid low-lying areas that are vulnerable to flooding.

- ii. Tank to be located so as not to be exposed to mechanical damage, interference, or excessive heat, and, in the event of a fuel spillage the fuel cannot reach any heated surface.
- iii. Tank not to be closer than 3m from any opening in any building.
- iv. Tanks sited in buildings are specifically excluded.

# ONE

MOTOR SECTION

## MOTOR

### Sub-section A (Loss or damage)

#### Defined events

Loss of 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 reasons 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 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 exceeding the reasonable cost of transport to Your permanent address in the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, 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, **but shall not exceed the retail value of the vehicle and its accessories and spare parts at the time of such loss or damage**
2. 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 market value of such vehicle and/or its accessories and/or spare parts at the time of such loss or damage**
3. 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
4. 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
5. **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:

- a. death of or bodily injury to any person, but excluding death of or bodily injury to You or 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
- b. 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 this sub-section:

1. pay all costs and expenses incurred with their written consent, and shall be entitled at their discretion to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this sub-section, or for defending in any magistrate's court any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this sub-section,  
provided that the total of 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 orders or with the 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. 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 there under
3. indemnify You while personally driving or using any private type motor car not belonging to You and not leased or hired to You under a lease or suspensive sale agreement, provided You are an individual and have insured hereunder a vehicle described under definition 2 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 of 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 or d, at the time of the occurrence of the event from which any claim arises (except any person being carried in or upon or entering or getting onto or alighting from a permanently enclosed passenger carrying compartment of a commercial vehicle with a carrying capacity not exceeding 1 500kg)
- 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 anyone 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 R20 000 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 includes 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 under sub-section A	Specified Part of vehicle in which the injury may occur
1) Any private type motor car or motorised caravan	1) Anywhere inside the vehicle
2) Any other type if insured vehicle other than a bus or taxi	2) 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 anyone 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 7 persons including the driver) and light commercial vehicles with a carrying capacity of less than 3 500 kilograms or vehicles designed to seat 8 or more persons including the driver
- b. commercial vehicles and special type vehicles as described in the schedule
- c. motor cycles (including motor scooters and 3-wheeled vehicles)
- d. trailers, i.e. any vehicle without means of self-propulsion designed to be drawn by a self-propelled vehicle, but **excluding any parts or accessories not permanently fitted thereto.**

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 retail value of the replacement vehicle or the limit of indemnity of the replaced 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:

- a. 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

- partner or director or employee of Yours (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 Us**

Provided that

- i. all the words in b, of Exceptions to sub-section B are deleted
- ii. **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.**
- iii. the payment by You of subsidies or travelling allowances to such person for the use of his own vehicle for official purposes of Yours, 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 indemnify 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

**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 definitions c, or d. **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 anyone 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 the employ of Yours 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 or control.

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

The provisions of this section relating to first amount payable 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 the schedule of each and every loss.**

**6. Waiver of subrogation rights**

For the purposes 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 Our 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's 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.**

## 9. 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:

- a. civil 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, 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.**

## 10. Loss of keys extension

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 system of any insured vehicle, following upon the disappearance of any key or 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:

- a. **Our liability shall not exceed the amount stated in the schedule, in respect of anyone event**
- b. **such amount shall be reduced by the first amount payable stated in the schedule.**

**The provisions of this section relating to first amount payable shall not apply to this extension.**

## 11. Fire extinguishing charges extension

Any costs, up to the amount stated in the schedule, relating to the extinguishing or fighting of fire shall be deemed to be damage to Your 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 Your property was in danger from the fire.**

## 12. Wreckage removal extension

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 the amount stated in the schedule, in respect of anyone occurrence, unless the limit stated in the schedule exceeds R10 000 and additional premium is charged to apply to this extension.

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

If any total 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 instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled
- d. the first amount payable under sub-section A

**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.**

## 14. New for old extension

If within twelve months of the date of purchase as new in Your name, an insured vehicle as described in Definitions 2 a, is:

- a. lost or stolen and not recovered or
- b. damaged so that the repairs will cost more than 70% of its list price (including tax) at the date the damage occurred We will pay the current purchase price or the cost price to You of such vehicle whichever is the lesser provided this does not exceed the limit of indemnity stated in the schedule.

## 15. Trauma Cover

We will indemnify You for the cost of treatment of any principal, partner, director or employee of Yours undergoing treatment by a registered psychologist as a result of their having been psychologically traumatised as a direct result of violence or threat of violence during theft, attempted theft or hijack.

The indemnity under this extension is limited to the amount stated in the schedule, in respect of any one claim or series of claims from one event.

## 16. 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.

- a. 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 and lubricants are for your own account.
- c. cover does not apply if only window glass is damaged
- d. the period of hire commences from the date the vehicle is handed to the motor trade for repair
- e. cover will terminate when:
  - i. You regain possession of the vehicle or
  - ii. You have had the hired vehicle for 30 days or
  - iii. We discharge our liability for total loss of the vehicle, whichever occurs first.

## 17. Replacement basis

In the event of a private type car (as defined in d) being stolen and not recovered within two weeks or damaged by an event insured by this section to the extent that it is, in Our opinion, beyond economical repair, We will, subject to the availability thereof, replace the car with a new one of the same make, model and type, 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. Repatriation Extension

1. In respect of a claim occurring whilst Your vehicle is being used in Zambia, Mozambique or any other country specified, the cover does not include:
  - a. parts stripped from the vehicle whilst left unguarded at the scene of an accident or whilst in transit back to the Republic of South Africa.
  - b. theft of spare parts and or any accessories on the vehicle.
  - c. any amount payable exceeding R 10 000 for recovery costs (exceeding the first amount payable) under this sub-section
  - d. sub- section B, liability to third parties.
2. If following an accident Your vehicle is not returned to the Republic of South Africa and it is declared a constructive total loss outside the Republic of South Africa:
  - a. We will settle the claim for the estimated cost of repairs of the lesser of the retail value and the maximum indemnity less:
    - i. the first amount payable
    - ii. the value of the salvage calculated as if the vehicle has been recovered and returned to a major repair centre in the Republic of South Africa,
  - b. on payment as set out in 2 , a, above the salvage shall belong to You.

## 19. Maintenance of vehicle

You and/or anybody acting on Your behalf and/or any other person driving the vehicle with Your general knowledge and permission shall take all reasonable steps to safeguard any motor vehicle described in the Schedule against loss or damage and shall keep it in an adequate and roadworthy condition as defined in the laws of the country.

We reserve the right to inspect such motor vehicle at any time. In the event of any accident or breakdown such

vehicle shall not be left unattended without taking proper precautions to prevent further damage or loss and if such motor vehicle is driven before the necessary repairs have been made, any increase in the damage or further damage to such motor vehicle shall be entirely Your own risk.

## 20. 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 Sub-section A.b. above (exclusion for damage to tyres,rims, mags or road wheels by application of brakes or by road punctures cuts or bursts causedby 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.

## Warranties

### Roadworthiness

It is warranted that cover provided by the Motor Section, including all sub sections thereof, is strictly subject to the vehicle/s being used in a condition which complies fully with the provisions and regulations of the National Road Traffic Act 93 of 1996, the National Road Traffic Regulations 2000 and / or any other applicable or subsequent legislation and / or regulations providing for the use of motor vehicles on a public roadway in South Africa or any similar legislation which applies to the countries as the territorial limits in the schedule.

If Your vehicle at the time of any accident giving rise to a claim in terms of this policy:

- a. has not been issued with a properly authorised roadworthy certificate or any equivalent thereof in terms of the Act and/or the regulations which has not been invalidated by way of suspension, cancellation or any other cause, or

- b. is found to be in a state or condition which is deemed not roadworthy (either in terms of the Act, the regulations or any other reasonable basis) then all benefits under this policy shall be forfeited.

### **Driver license - public roads**

It is warranted that cover provided by the Motor Section, including all sub sections thereof, is strictly subject to the driver of any vehicle/ being licensed to drive such vehicle in accordance with the terms, provisions and regulations of the National Road Traffic Act 108 of 1996, the National Road Traffic Regulations 2000 and / or any other applicable or subsequent legislation and /or regulations providing for the licensing of drivers of motor vehicles on a public roadway in South Africa.

### **Driver license - private roads**

It is warranted that cover provided by the Motor Section, including all sub sections thereof, is strictly subject to the driver of any vehicle, whilst being driven on a private roadway, being licensed, in accordance with the terms, provisions and regulations of the National Road Traffic Act 108 of 1996, to drive such a vehicle of like description.

### **Specific condition**

If, during the currency of this section, any driver's licence in Your favour or Your 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.

### **Memoranda**

#### **1. Premium adjustment clause**

If this section is issued on a non-specified vehicle basis, You shall submit to Us at the end of each period of insurance a declaration of the total number of vehicles owned, hired or leased at such expiry date. We shall, upon receipt of this declaration, make a premium adjustment of 50 per cent of the annual rate per vehicle applied to the difference in the number of vehicles at inception or renewal and the number declared.

#### **2. 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.

#### **3. Description of use clause**

- 3.1 Use for social, domestic and pleasure purposes and use for the business or occupation of Yours, excluding hiring, carriage of passengers for hire or carriage of fare-paying passengers, racing, speed or other contests, rallies, trials, carriage of explosives or carriage of any load or passengers 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.
- 3.2 The exclusion in the Description of use clause for carriage of fare paying passengers, will be waived in terms of this wording when the additional cover in the section Fare Paying Passengers is taken on the policy schedule.
- 3.3 The fare paying passenger cover in 3.2, is waived on condition that the type of tours provided and the profile of the passengers are restricted as defined on the policy schedule to either International tourists; local tourists and or school children partaking in Multiple Day Tours, Day Tours; Adventure tours and the related shuttle services

### **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 the general knowledge and Your consent otherwise than in accordance with the description of use clause
  - b. incurred outside the Republic of South Africa, Namibia, Botswana, Kingdoms of Lesotho and, Eswatini, Zimbabwe, Malawi and Mozambique, but We will indemnify You against loss of or damage to any vehicle while in transit by sea or air between ports or places in these territories including loading and unloading incidental to such transit
  - 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
    - 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/s
    - iii. or is under the control for the purpose of being driven by a person who does not hold a current valid Professional Driving Permit (PrDP) to drive such a vehicle as required in terms of the National road Traffic Amendment Act of 1998 9as amended) -[Regulation 251 (1 )].

This exception applies if the said person has held a PrDP but has not renewed it and is applicable to all drivers of:

      - goods Vehicles (gross vehicle mass (GVM) exceeding 3500 (three thousand five hundred) kilograms
      - breakdown vehicles
      - buses
      - mini buses with a GVM exceeding 3 500 (three five hundred) kilograms or with 12 (twelve) or more seats (including the driver)
      - motor vehicles conveying person for reward
      - motor vehicles conveying more than 12 (twelve) persons
    - iv. 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 a licence is not required by law, or while such driver is learning to drive and is complying with the laws relating to learner drivers
2. We shall not be liable for any claim arising from contractual liability, unless such liability would have attached to You notwithstanding such contractual agreement.



**ONE**

**4X4 EXTREME LIFESTYLE SECTION**

## EXTREME LIFESTYLE – THE POLICY WORDING

### INCLUDING:

EXTREME 4X4 AND 4X2 WITH DIFF LOCK  
EXTREME CARAVANS  
EXTREME MOTOR BIKES AND QUAD BIKES  
EXTREME TRAILERS

### DEFINITIONS

For this section:

1. You/Your/Yours means the person named on the Schedule and Your spouse.
2. Vehicle means:
  - 2.1 a 4x4 or 4x2 with differential lock and a ground clearance of at least 170mm having a gross vehicle mass not exceeding 3,500 kg;
  - 2.2 an all-terrain quad bike;
  - 2.3 an off-road motor cycle;
  - 2.4 an on/off road motor cycle;
  - 2.5 any make of utility quad bike
  - 2.6 a trailer or caravan which although not self-propelling, is designed or adapted specifically for off-road use and the Extreme Lifestyle conditions.

The Vehicle must be legally registered in South Africa.

We reserve the right to refuse cover in terms of this section if We deem that Your Vehicle does not fit the criteria as an Extreme Lifestyle Vehicle.

3. Regular Driver means the person stated in the Schedule who drives that particular Vehicle more regularly than anyone else.
4. Gross Vehicle Mass means the maximum allowable mass of a fully loaded vehicle.

## A EXTREME COMPREHENSIVE COVER

### 1. OWN DAMAGE COVER

- 1.1 If Your Vehicle or any part of it is stolen or damaged, We will at our option indemnify You by paying for its repair by a repairer acceptable to Us or replacement or paying to You the value of the Vehicle. If the Vehicle is the subject of an instalment sale or lease agreement, then any money due to You will be used first towards the repayment of the debt under the agreement.
- 1.2 If within 12 consecutive months of first registration the Vehicle is:
  - 1.2.1 stolen or hijacked and not recovered; or
  - 1.2.2 damaged and the assessed cost of repairs exceeds 70% of the current new retail price including value added tax and emissions tax, then We shall pay the current purchase price of a new Vehicle of the same or a similar model or the limit of indemnity shown in the Schedule whichever is the lower.
- 1.3 If the Vehicle is stolen or declared by Us to be uneconomical to repair more than 12 consecutive months after first registration, then We shall pay the limit of indemnity shown in the Schedule or the reasonable retail value of the Vehicle at the time of loss or damage whichever is the lower.
- 1.4 You are liable for the excess portion of every claim and the excess amount is shown in the Schedule.
- 1.5 If Your Vehicle is stolen, hijacked or written off then We will not refund to You that amount of the unexpired period of insurance.

- 
- 1.6 The value of the Vehicle shall be determined with reference to the Auto Dealers Guide published by TransUnion Auto Information Solutions (Pty) Limited (or any similar publication approved by Us) as at the time of the loss. We may adjust the retail figure shown in the Auto Dealers' Guide to take into account pre-loss condition, mileage (kilometres), corrosion or other factors that the motor trade considers when determining the retail value of vehicles.
  - 1.7 **If any part of the Vehicle is not available and this delays the repairs, We will not compensate You for any loss or liability that may arise as a result of the delay.**
  - 1.8 Any Vehicle accessory that is not a standard factory fitted accessory must be noted specifically in the Schedule.
- 2. ACCIDENT, MECHANICAL OR ELECTRICAL BREAKDOWN inside THE SOUTH AFRICAN BORDERS**
- 2.1 We will pay all reasonable costs of towing Your Vehicle damaged in an accident on condition that You arrange the towing through the ONE Assist 24 hour Help Desk on 0861 000 286. They will arrange for someone to tow Your Vehicle to one of Our approved panel beaters that will ensure that Your Vehicle is well looked after and that the repairs are guaranteed. We will also tow Your trailer or caravan if it is being towed by Your Vehicle and it is also insured with Us.
  - 2.2 **If You do not use our 24-hour Help Desk then We will not be liable for any amount in excess of R1,850 for the unauthorised towing and storage. You will be liable for the amount exceeding R1,850.**
  - 2.3 if Your Vehicle is being towed and You are going to need a lift home and ONE Assist will arrange:
    - 2.3.1 for You to get a lift home; or
    - 2.3.2 car hire if You are further than 100kms from Your home subject to a limit of R500 per event; or
    - 2.3.3 emergency overnight accommodation if You are further than 100kms from Your home subject to a limit of R1,500 for one night only.
  - 2.4 If Your Vehicle is unable to be driven as a result of a sudden and unforeseen mechanical or electrical breakdown then We will provide You with:
    - 2.4.1 roadside assistance and try to get You back on the road; or
    - 2.4.2 tow-in service to the nearest approved dealership (if Your Vehicle is still under warranty), repair centre or panel beater up to an amount of R2,500 per event on condition that the tow-in service is arranged through ONE Assist.
- 3. IN THE EVENT OF A HIJACK within RSA**
- 3.1 In the event of a hijack or violent act of theft or hold-up of the Vehicle then:
    - 3.1.1 We will compensate You for trauma counselling up to an amount of R10,000;
    - 3.1.2 if Your cellphone is stolen, We will provide You with a cellphone loaded with pre-paid airtime to the value of R100;
    - 3.1.3 if Your credit card is stolen, We will provide You with a R500 pre-loaded debit card;
    - 3.1.4 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, however, You must phone ONE Assist on 0861 000 286 to arrange for these benefits failing which You will be entitled to the covers for trauma counselling and the locksmith.
  - 3.2 You cannot claim for the same cover under any other section in the Policy.
- 4. ACCIDENT, MECHANICAL OR ELECTRICAL BREAKDOWN outside THE SOUTH AFRICAN BORDERS**
- 4.1 In the event that Your Vehicle is damaged as a result of an accident, mechanical or electrical breakdown rendering it unable to be driven (and it is not easily able to be repaired) outside of the South African borders then We will reimburse You for the costs:
    - 4.1.1 to repatriate Your Vehicle (as well as any trailer or caravan which is insured by Us that was being towed by Your Vehicle) to South Africa up to a maximum indemnity of R100,000 per claim event;
-

- 4.1.2 to repatriate You and Your passengers to South Africa subject to a maximum indemnity of R10,000 per person and R100,000 per claim event;
- 4.1.3 of towing and storing Your Vehicle to a safe place or repairer up to a maximum indemnity of R4,000 per claim event;
- 4.1.4 of emergency accommodation of not more than one week, for You and Your passengers subject to a maximum indemnity R1,000 per person per day and R35,000 per claim event.

**4.2 If Your Vehicle is damaged in an accident, then We will not be liable for the repair of such damage until the Vehicle has been repatriated to South Africa.**

- 4.2.1 Although, We will only cover the costs of accident repairs once the Vehicle is in South Africa, if the damage is not so serious and can be repaired for R20,000 or less then We will pay the costs of emergency repairs. **We will not pay more than R20,000 for the costs of such emergency repairs.**
- 4.2.2 You must pay all the up-front costs and We shall only reimburse these costs to You once You have provided Us with the necessary claim documents and We have accepted liability for the claim.

**4.3 Technical assistance**

- 4.3.1 If as a result of a sudden and unforeseen mechanical or electrical breakdown, Your Vehicle is immobile and unable to be driven then We shall pay for the costs of transporting the necessary technicians to and from Your Vehicle subject to a maximum indemnity limit of R10,000 for any one claim.
- 4.3.2 You will be liable for the costs of the spare parts as well as the technician's normal labour rates.

**4.4. Car hire**

- 4.4.1 If Your Vehicle is damaged as a result of an accident rendering it unable to be driven (and it is not easily able to be repaired) or Your Vehicle is stolen, then You may hire a replacement vehicle from a company designated by Us and We shall compensate You for these costs subject to a maximum:
  - 4.4.1.1 daily limit cost of 0.1% of the sum insured of Your Extreme Vehicle (but not less than R265.00 per day);
  - 4.4.1.2 of 30 days car hire;
  - 4.4.1.3 indemnity amount of R20,000;
- 4.4.2 Car hire is limited to comprehensively insured motor vehicles only. **There is no "car hire" for trailers, caravans, motor bikes, three-wheelers, quad bikes.**
- 4.4.3 **Car hire shall end no later than 24 hours after Your entry into South Africa.**

**5. LOSS OF KEYS**

If You lose Your keys or remotes, or Your locks are damaged then We will pay for their repair or replacement up to a limit of R15,000. Payment will be made without alteration of the claim-free group or application of an excess.

**6. DELIVERY AFTER REPAIR**

We will pay the reasonable cost of delivering Your Vehicle to Your address which must be within South Africa after it has been repaired.

**7. FURTHER DAMAGE AFTER AN ACCIDENT**

**If Your Vehicle is in an accident or it breaks down and You use or drive it before it has been repaired, then We will not be liable for any consequential damage as a result of it not having been repaired.**

## 8. CODE 3 VEHICLE

In the event that Your Vehicle is registered as a code 3, the value of Your Vehicle shall be limited to 65% of its retail value. You must advise Us that the Vehicle is registered as a code 3 prior to inception – this is a material fact that You do need to disclose.

## 9. GLASS

9.1 We will pay for the repairs or replacement to window and headlamp glass and We will not recognise it as a claim for the purposes of calculating Your premium.

9.2 If Your windscreen can be repaired or if You utilise Our preferred windscreen service provider, then You will not pay any excess.

## 10. THE WINCH

10.1 We will reimburse You the costs to repair Your winch in the event of its sudden and unforeseen mechanical or electrical breakdown or failure up to a maximum indemnity of R15,000 any one claim event.

10.2 Your winch is not covered should it break or fail as a result of defective design, parts, repair or should the winch have been operated at load levels beyond the stipulated levels recommended by the manufacturer, misuse, or as a result of wear, tear or gradual deterioration of the equipment's consumable parts, components, cable or coupling devices.

## 11. THEFT OR ATTEMPTED THEFT FROM YOUR VEHICLE

11.1 If Your 2 Way Radios are stolen or damaged as a result of an attempted theft from Your locked Vehicle then We will repair, replace or pay You the costs of the items subject to a maximum indemnity of R15,000 any one claim event.

11.2 If a DVD player, GPS unit or Recovery Equipment is stolen or damaged as a result of an attempted theft from Your locked Vehicle then We shall repair, replace or pay You the costs of the items subject to a maximum indemnity of R5,000 any one item.

11.3 Cover is conditional upon there being evidence of forcible and violent entry into Your Vehicle and You providing Us with evidentiary proof of ownership.

## 12. MEDICAL EXPENSES

12.1 We will pay for accidental bodily injury to any of Your passengers while in an enclosed passenger compartment as a result of a Vehicle accident subject to a maximum indemnity of R2,500 per person.

## 13. EVACUATION

13.1 You will not be covered if any trip is undertaken contrary to Your doctor's advice regarding Your state of health at the time of departure on such trip.

13.2 If any costs incurred by this extension are also covered by any medical aid or other insurance, then such costs shall be recovered by us.

### 13.3 Emergency Medical Transport

13.3.1 If You or the passengers of Your Vehicle require emergency medical transport as an accident in a place where You are unable to obtain suitable medical assistance, then We shall arrange for Your emergency transport to the nearest facility that offers suitable care. Should it be established in consultation with the local doctor that treatment should continue at another medical facility following stabilisation then We shall arrange such further transportation.

13.3.2 All transportation shall take place under medical supervision and the mode and timings shall be decided upon by us and Our medical experts in consultation with the local doctor subject to a maximum indemnity of R100,000 per claim event and R20,000 per person.

- 13.4 Refundable Hospital Guarantee
  - 13.4.1 We shall provide a guarantee or pay a deposit to a hospital on Your behalf in order to ensure Your or Your passengers admittance subject to a maximum amount of R100,000 per claim event and R20,000 per person.
  - 13.4.2 Any amount that We pay must be repaid to Us within 30 days of the date of payment.
- 13.5 Dispatch of Doctor or Essential Medicines
  - 13.5.1 Should the local doctor treating You or Your passenger request medicine that is unavailable but essential then where possible and legally permissible, We shall transport such medicine to the treating hospital subject to a limit of R10,000 any one claim event.
  - 13.5.2 **The costs of the medicine shall be for Your account.**
- 13.6 Escorted Return Of Minors
  - 13.6.1 If dependent children are left unsupervised as a result of Your accident or illness then We shall arrange for a one-way trip to their place of residence and if We deem necessary, We shall arrange for a chaperone to accompany them subject to a limit of R30,000 any one claim event.
- 13.7 Return of Mortal Remains
  - 13.7.1 If You or Your passengers die within the territorial limits then We shall assist with the necessary formalities of transporting the mortal remains to a place in South Africa subject to a limit of R30,000 any one claim event.
- 13.8 Medical Advice and Information Hotline
  - 13.8.1 We shall provide You with telephonic access to medical personnel, including doctors, nurses and paramedics to provide general medical information and advice, and to guide You through a medical crisis situation.
  - 13.8.2 This advisory service is available 24 hours a day.

## 14. PERSONAL ACCIDENT

- 14.1 We will compensate You should You accidentally suffer any bodily injury caused by violent, external and visible means while recovering or attempting to recover Your Vehicle.
- 14.2 The amount of compensation shall be as follows for:
  - 14.2.1 death, an amount of R25,000 per claim (You only);
  - 14.2.2 loss of any limb, the permanent loss of use of any limb or irrecoverable loss of all sight in one or both eyes, an amount of R15,000 per claim (not per person claiming);
  - 14.2.3 loss of any digit of any finger or any toe or the total loss of any finger or any toe, an amount of R5,000 per claim (not per person claiming).

## EXTREME LIABILITY COVER

- 1. We will indemnify You against all sums including claimant's costs and expenses for which You become legally liable for:
  - 1.1 accidental death or bodily injury to any person;
  - 1.2 accidental damage to property.
- 2. We will also indemnify any person who is driving or using the Vehicle with Your permission **provided such person:**
  - 2.1 **is not entitled to indemnity under any other policy;**
  - 2.2 **has complied with all the terms of the policy as if that person were You;**
  - 2.3 **has not been refused any motor vehicle insurance.**
- 3. We will also indemnify You while driving a Vehicle that is not owned by You nor is it being purchased, leased or hired by You under a credit or similar agreement.

- 
4. We will instruct and pay for Our own attorneys to represent You in any civil action that is brought or threatened to be brought against You and You must advise Us immediately You become aware of any action or pending action against You in this regard.
  5. We may arrange for:
    - 5.1 representation at any inquiry into death;
    - 5.2 the defence of criminal proceedings arising from any act related to an indemnifiable event.

## COVER EXCLUSIONS

### 1. SPECIAL EXCLUSIONS FOR OWN DAMAGE COVER

We will not be liable for:

- 1.1 more than 5% of the value of Your Vehicle for any type of sound system except if it is the factory fitted original sound system or specified by You on Your Schedule;
- 1.2 depreciation, gradually operating causes, wear and tear, mechanical or electrical breakdown failure or breakage;
- 1.3 damage to tyres, rims, suspension or road wheels by:
  - 1.3.1 application of brakes
  - 1.3.2 road punctures cuts
  - 1.3.3 bursts
  - 1.3.4 obstacles
  - 1.3.5 the inequalities of the road or off-road surfaces
- 1.4 We will not be liable for loss or damage caused, sustained or incurred outside the territorial limits of South Africa, Namibia, Angola, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi, Mozambique, Zambia, Tanzania, Kenya and Uganda.

### 2. SPECIAL EXCLUSION FOR LIABILITY TO THIRD PARTIES

We will not be liable for:

- 2.1 death of or bodily injury to:
  - 2.1.1 a member of Your family normally resident with You;
  - 2.1.2 any person being carried in or on the trailer or caravan;
  - 2.1.3 an employee, other than domestic staff, of Yours or Your family who is killed or injured in the course of such employment;
  - 2.1.4 any passenger not being conveyed inside a car or in the permanently enclosed passenger-carrying compartment or cab of any goods carrying vehicle;
  - 2.1.5 any person in or on or getting on or off from the back of an open backed vehicle, scooter, motorcycle, quad bike or three wheeled motorcycle.
- 2.2 damage to property:
  - 2.2.1 belonging to or held in trust by or in the custody or control of You or Your family;
  - 2.2.2 being carried in the trailer or caravan.
- 2.3 any claim or liability that:
  - 2.3.1 is prohibited, limited or covered in terms of the Road Accident Fund Act 56 of 1996 (as amended or replaced) or any similar legislation;
  - 2.3.2 is caused, sustained or incurred outside the borders of South Africa.

### 3. GENERAL EXCLUSIONS APPLICABLE TO ENTIRE MOTOR SECTION

- 3.1 We will not be liable for loss, damage, injury or liability caused, sustained or incurred while the Vehicle is being driven or used:
  - 3.1.1 other than in accordance with the Description of Use;

- 3.1.2 by You while under the influence of intoxicating liquor or drugs or when the blood or breath alcohol concentration exceeds the legal limit;
  - 3.1.3 by any other person You know or could reasonably suspect to be under the influence of intoxicating liquor or drugs or when the blood or breath alcohol concentration exceeds the legal limit;
  - 3.1.4 by You or by any other person with Your permission who does not hold a current licence to drive the Vehicle irrespective of where the Vehicle is being driven;
  - 3.1.5 by You or by any other person with Your permission who holds a learner's license but who is not complying with the applicable legislation;
  - 3.1.6 in a condition which does not comply with the provisions and regulations of the National Road Traffic Act No 93 of 1996 or any similar legislation and which as a result thereof contributes or causes to the loss, damage, injury or liability;
  - 3.1.7 by any person who is in possession of a license that has been endorsed or cancelled, whether the endorsement or cancellation is on the license or with the authorities, or who has been convicted of negligent or reckless driving within three years from the date of the accident unless We have agreed to provide the cover in writing;
  - 3.1.8 to convey explosives or other hazardous goods such as nitroglycerine, dynamite, chemicals, compressed gasses, gasses in liquid form, hazardous waste or liquid petroleum.
- 3.2 We will not be liable for any claim or liability:
- 3.2.1 while a goods vehicle is being used to carry goods for business or professional purposes;
  - 3.2.2 arising out of contract;
  - 3.2.3 caused by theft arising from fraudulent devices or means.
  - 3.2.4 arising from consequential loss.

#### 4. SPECIAL EXCLUSIONS APPLICABLE TO MOTORBIKES, THREE-WHEELER AND QUAD BIKES

- 4.1 These exclusions are in addition to the General Exclusions.
- 4.2 We will not be liable for:
  - 4.2.1 theft of accessories unless the Vehicle is stolen at the same time;
  - 4.2.2 more than R5,000 in total for any one claim for accessories (unless supplied by the manufacturer when purchased new), any type of sound reproduction or radio equipment.

#### 5. SPECIAL EXCLUSIONS APPLICABLE TO CARAVAN AND TRAILER

- 5.1 These exclusions are in addition to the General Exclusions.
- 5.2 We will not be liable for any loss, damage, injury or liability while the Caravan or Trailer is being used other than for social domestic and pleasure purposes.

### SPECIAL CONDITIONS

#### 1. FIRST AMOUNT PAYABLE

You will be responsible for the first amount payable shown in the Schedule which will be calculated separately for each Vehicle.

#### 2. DESCRIPTION OF USE

- 2.1 Where the Class of Use is shown in the schedule as "Private" the Vehicle is only insured whilst being used for private, domestic and pleasure purposes including travel to and from work, but You will not be insured for business and professional purposes, hiring, carriage of passengers for hire or carriage of fare-paying passengers, driving instruction for reward, racing, armed response or reaction, speed or other contests, rallies, trials or use for any purpose in connection with the motor trade.



- 
- 2.2 Where the Class of Use is shown in the schedule as “Business” the Vehicle is only insured whilst being used for private, domestic, pleasure, business and professional purposes, including travel to and from work but **You will not be insured for hiring, carriage of passengers for hire or carriage of fare-paying passengers, commercial travelling, driving instruction for reward, racing, armed response or reaction, speed or other contests, rallies, trials or use for any purpose in connection with the motor trade.**
- 2.3 Where the Class of Use is shown as “Extreme Exclusively” then the cover is limited to when the Extreme Vehicle is being used for Extreme Adventures and Holidays such as camping, off-roading, weekends away and the likes. **There is no cover should the Extreme Vehicle be used for any other purpose.**
- 2.4 The term “motor trade” will not invalidate any cover provided to You while the Vehicle is in the custody or control of any member of the motor trade and used for its maintenance or repair.

### 3. VEHICLE SHARING

The acceptance of payment for giving lifts to passengers, when it is part of a vehicle sharing agreement for social purposes or commuting, will not be regarded as excluded under the Description of Use conditions, provided that:

- 3.1 the passengers are not being carried in the course of a passenger-carrying business;
- 3.2 no payment received for such journeys involves any element of profit.

### 4. TRAFFIC OFFENCES

It is a condition of this insurance that You notify Us in writing immediately:

- 4.1 any driving licence issued to You or Your authorised driver being endorsed, suspended or cancelled;
- 4.2 You or Your authorised driver being convicted of reckless, negligent driving;
- 4.3 You or Your authorised driver is convicted of driving under the influence of alcohol or drugs or of driving with a blood alcohol concentration level that exceeds the legal limit.

### 5. CARE OF VEHICLE

You shall take all reasonable steps to protect and maintain the Vehicle in accordance with the roadworthy requirements of any legislation applying within the territorial limits. We will have the right of access to examine the Vehicle or any part of it at any time.

### 6. LAYING A CHARGE

You must lay a criminal charge within 48 hours of such unlawful use (which charge may not be withdrawn) against anyone who uses the Vehicle without Your knowledge or consent.

### 7. VEHICLE TRACKING WARRANTY (Applicable only if shown in the Motor schedule to apply)

- 7.1 If We insist upon a Vehicle Tracking Unit then You will be deemed to have warranted that an approved racking and recovery system is installed in the Vehicle and is kept fully operational under a contract with the service provider throughout the currency of this Policy.
- 7.2 **Should it be established that You have not complied with this warranty, You will not be indemnified for theft or hijacking.**

### 8. SPARE PARTS CLAUSE

If any part, accessory or fitment needing to be repaired or replaced, following insured damage to the Vehicle being unobtainable in South Africa, our liability shall be limited to payment of a sum equal to the value of a standard ready manufactured part, accessory or fitment at the date of loss or damage, but not exceeding the manufacturer's latest list price.

## 9. NOMINATED DRIVER ONLY

If You elect the Nominated Driver condition, then Your cover is limited to only that loss or damage that is caused or arises while the Vehicle is being used or driven by You or Your spouse. **We will not be liable for any claim, loss or damage that arises while the Vehicle is being used by anyone or under the control of anyone other than You or Your spouse.**

## OPTIONAL REDUCED MOTOR COVER LIMITATIONS

(Only applicable if the Schedule shows the scope of cover as)

### B THIRD PARTY, FIRE & THEFT

1. Loss or damage to the Vehicle is restated as follows:
  - 1.1 If the Vehicle or any part of it is lost or damaged by fire, lightning, explosion, theft or attempted theft, We will at Our option indemnify You by paying for its repair by a repairer acceptable to Us or its replacement or by paying to You the value of the Vehicle less the first amount payable.
  - 1.2 If the Vehicle is the subject of an instalment sale or lease agreement any money due to You will be used first towards the repayment of the debt under the agreement.
2. **For the purposes of this reduced cover, Vehicle shall exclude trailers and caravans.**
3. We will pay all reasonable costs of towing Your Vehicle damaged in an accident on condition that You arrange the towing through the ONE Assist 24 hour Help Desk on 0861 000 286. They will arrange for someone to tow Your Vehicle. If You do not use ONE Assist then We shall only contribute up to R1,850 for the towing and storage.
4. The following paragraphs are **deleted** from cover:
  2. **ACCIDENT, MECHANICAL OR ELECTRICAL BREAKDOWN INSIDE THE SOUTH AFRICAN BORDERS**
  4. **LOSS OF KEYS**
  6. **DELIVER AFTER REPAIR**
  7. **FURTHER DAMAGE AFTER AN ACCIDENT**
  9. **GLASS**
  10. **THE WINCH**
  11. **THEFT OR ATTEMPTED THEFT FROM YOUR VEHICLE**
  12. **MEDICAL EXPENSES**
  13. **EVACUATION**
  14. **PERSONAL ACCIDENT**

### C THIRD PARTY ONLY

You shall only be covered in terms of the LIABILITY TO THIRD PARTIES.

## OPTIONAL EXTENSIONS TO THE MOTOR COVER (if stated on Your schedule)

### CAR HIRE COVER FOR inside SOUTH AFRICA

1. We will arrange and pay for a hired car up to 30 days while Your Vehicle is being repaired as a result of accidental damage or while Your Vehicle has not been recovered after a theft or hijacking and We are finalising Your claim. The incident must originate in South Africa.
2. The hired car must be returned as soon as possible but not later than 12 hours of You being notified that Your Vehicle can be collected or that We have settled Your total loss claim. You will be liable for all the hiring costs after 12 hours have expired.
3. **You will be liable for the car hire costs in the event that Your claim is rejected, or Your policy voided.**

4. You will need to sign and agree to the Terms and Conditions of the car hire company in order to obtain a hired car which includes being held liable for the excess in respect of any damage You may cause to the hired car.
5. You will also be liable to pay to the car hire company a deposit.
6. Car hire is limited to comprehensively insured Extreme motor vehicles only. There is no "car hire" for trailers, caravans, motor bikes, three-wheelers, quad bikes.
7. This is an Optional Extension to Your product offering and must be specifically selected by You.

## VOLUNTARY EXCESS

If the Voluntary Excess is selected, then You shall be liable to pay up to that selected amount in addition to Your basic excess and any additional excesses payable.

## BASIC EXCESS HELPER

- 2.1 The Excess Waiver Extension will pay Your basic excess.
- 2.2 It will not pay any punitive or additional excesses that may apply to Your claim.
- 2.3 The Excess Waiver does not provide cover for claims where the claim amount falls within Your basic excess amount.

## CREDIT SHORTFALL

1. If the Vehicle comprehensively insured under this section is stolen or hijacked and not recovered, or, if the Vehicle is in our opinion damaged beyond economical repair, We will pay to the finance company any difference between the reasonable retail value and the settlement balance outstanding under a valid financing agreement subject to the total payment not exceeding the limit of indemnity stated in the Schedule, less the first amount payable.
2. The settlement balance outstanding is defined as the payment due at any specified date that would settle the actual debt owing to the finance company but **excluding**:
  - a. payments and interest in arrears,
  - b. any additional finance charges,
  - c. early settlement penalties,
  - d. any other amounts refundable to You, and
  - e. any legal costs owing to the finance company by You.
3. Cover under this extension is subject to You providing Us within 30 days of the loss or damage with a certified copy of the finance agreement and a statement of Your account reflecting the settlement balance outstanding as at the date of loss or damage.

## HOME SAFE CHAUFFEUR

1. We will ensure that You and Your Vehicle arrive home safely. We will dispatch two drivers (where possible) and drive You home in Your vehicle.
2. All drivers are in possession of a public driver's permit, carry a cellphone and dress professionally. The drivers all speak English.
3. You are entitled to use this service 6 times per annum. Each incident capped at R500, any costs incurred over and above this will be for Your own account.
4. Bookings can be arranged between the following hours:
  - Mondays to Thursdays 17:00 - 01:00
  - Fridays 15:00 - 03:00
  - Saturdays 16:00 - 02:00
  - Sundays 16:00 - Midnight
5. The service is available within 50KM radius of city centres in Johannesburg, Pretoria, Durban and Cape Town.

6. At the specified time and location, the call centre will notify You that the pick-up driver has arrived at which time You will have 15 minutes to meet the driver. After 15 minutes, the call centre will notify You that the pick-up Driver will be leaving, and the trip will be cancelled.
7. **Cancellation and rescheduling fees:**
  - Two hours prior to booked collection time - nil
  - One hour prior to booked collection time - one incident will be eliminated
8. You need to arrange this through the ONE Assist 24 Call Centre on 0861 000 286. You need to arrange this service as early as possible to ensure the availability of the drivers for the time that You need them – ideally 24 hours in advance.

**ONE**

**FARE PAYING PASSENGER LIABILITY** SECTION

## PASSENGER LIABILITY

### 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 vehicles against all sums including claimant's costs and expenses which You shall become legally liable to pay in respect of death or bodily injury to any to any person being carried in or upon or entering or getting onto or alighting from a vehicle but excluding death of or bodily injury to any person in Your employ arising from and in the course of such employment or being a member of the same household as You. We will also (in terms of and subject to the limitations of and for the purposes of this 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 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 section
2. Indemnify any person who is driving or using such vehicle on Your orders 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 there under

### Specific exception

We shall not be liable under this 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 of or bodily injury to any person not being carried in or upon or entering or getting onto or alighting from a permanently enclosed passenger carrying compartment of any vehicle.
- (c) Liability arising from the operation demonstration or use for purposes other than maintenance or repair of a vehicle (unless it is a fork lift truck) 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.
- (d) All and any costs incurred in connection with the cleaning up or removal of or otherwise handling of anything of whatsoever nature conveyed in or on the vehicle
- (e) Liability arising whilst the Vehicle or any trailer attached thereto is conveying Dangerous Goods as provided for by Section 54 of the National Road Traffic Act, 1996 (as amended) and the regulations issued there under.

### Limits of indemnity

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

## Definitions

### 1. Occurrence

The term occurrence shall mean an occurrence or series of occurrences arising from one cause in connection with any one vehicle or part of a combination of vehicles 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 and commercial vehicles of which the gross vehicle mass does not exceed 2000 kg
- (b) Commercial vehicles and special type vehicles as described in the schedule
- (c) Motor cycles (including motor scooters and 3-wheeled vehicles)
- (d) busses (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 or accessories not permanently fitted thereto** any such vehicle stated in the schedule or for which We have agreed to add to the schedule.

## Extensions

### 1. 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 aggregate liability shall not exceed the limit of indemnity stated in the schedule.**

## Memorandum

### 1. Premium adjustment clause

If this section is issued on a non-specified vehicle basis, You shall submit to Us at the end of each period of insurance a declaration of the total number of vehicles owned, hired or leased at such expiry dated. We shall upon receipt of this declaration make premium adjustment of 50 per cent of the annual rate per vehicle applied to the difference in the number of vehicles at inception or renewal and the number declared.

### 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, trails, carriage of explosives, carriage of liquid petroleum or gasoline products, carriage of or carriage of any load or passengers exceeding the capacity for which it is constructed or licensed to carry or use for any purpose in connection with the motor trade.** Your indemnity 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.

### 3. First amount payable

In respect of each and every occurrence giving rise to a claim, under this policy, 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 policy (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. Jurisdiction Clause

We shall not be liable for compensation for damages or costs and expenses of litigation recovered by any claimant from You in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho or Swaziland

#### Specific Exceptions

1. We shall not be liable for any accident, injury, damage or liability
  - (a) whilst the vehicle is being used otherwise than in accordance with the description of use clause 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 instructions of a member of the medical profession other than himself).
    - (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 or taken in accordance with the instructions of a member of the medical profession other than himself) We shall not be liable for any claim arising from contractual liability, unless such liability would have attached to You notwithstanding such contractual agreement.
2. If any insured vehicle or any other vehicle forming a part of a combination of vehicles together with an insured vehicle, driver or operator at the time of any accident giving rise to a claim in terms of this Policy is found not to comply with the National Road Traffic Act No. 9 of 1996 (as amended) and the regulations issued there under or any relevant traffic ordinance insofar as they apply to vehicle licenses, clearance certificates, operators permits, drivers licences, Professional Drivers Permits and dangerous goods then all benefit under this Policy shall be forfeited.
3. If Your vehicle or any other vehicle forming a part of a combination of vehicles together with an insured vehicle, is at the time of any incident giving rise to a claim in terms of this Policy is found to be in a state or condition which is not roadworthy or does not comply with Part II of the regulations and standards promulgated in terms of the National Road Traffic Act No 93 1996 (as amended) then all benefit under this Policy shall be forfeited.
4. If Your vehicle or any other vehicle forming a part of a combination of vehicles together with an insured vehicle either singularly or in combination is at the time of any incident giving rise to a claim in terms of this Policy is found to be overloaded as provided for in terms of the National Road Traffic Act No 93 1996 (as amended) and the regulations issued there under or where the combined mass of the combination of vehicles and the load thereon exceeds 56 000 kilograms then all benefit under this Policy shall be forfeited.

#### Specific Condition

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



**ONE**

**BROADFORM PUBLIC LIABILITY**  
**(CLAIMS MADE) SECTION**

## PUBLIC LIABILITY (CLAIMS MADE BASIS)

### Operative clause

Damages which You shall become legally liable to pay consequent upon injury or 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 anyone event or series of events that gave rise to the claim or claims, shall not exceed the limit of indemnity stated in the schedule.

### Territorial limits

Anywhere in the world but not in connection with

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

### 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 aggregate liability shall not exceed the limit of indemnity stated in the schedule.

### Definitions

1. **Injury**  
Means bodily injury, illness inclusive of mental disease or death to any person.
2. **Damage**  
Means the physical damage or loss of control to tangible property.
3. **Employee**  
Means any person currently (or who at the time of the claim event was) employed under a contract of service with You including partners, executive and non-executive directors, consultants and temporary employees employed by You.
4. **Product**  
Means any tangible property (inclusive of containers and labels) after it has left Your custody or control which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired inclusive of any gratuitous or technical advice given by You in the promotion of such product. **This shall exclude food and drink provided as a staff benefit to employees by You.**
5. **Pollution**  
Means the emission, discharge, release, dispersal, disposal, seepage or escape of any liquid, solid, gaseous or thermal irritant, contaminant inclusive of the generation of smell, noises, vibrations, light, electricity, radiation, changes in temperature or any other sensory effects upon land, water or the atmosphere.

---

**6. Proposal**

Means the application for the insurance cover provided by this policy including the proposal form identified in the schedule together with any other documentation or information submitted to Us for consideration of the risk.

**7. Schedule**

Means the schedule attaching to this Policy, incorporating all Endorsements.

**8. 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.

**9. Policy**

Means the contents of this document together with the schedule, incorporating all Extensions and Endorsements, issued from time to time by Us and the proposal which shall all be read together as evidencing the contract of insurance.

**10. Insured**

Means any person or persons, company, or other entity as listed as Insured in the schedule acting as a director, member, partner or principal of the business

- a. Including their predecessors in that specific business as director, member, partner or principal and
- b. Any person who becomes a director, member, partner or principal during the period of insurance, but limited to the extent that liability only attach to You.

**11. Takeover or merger**

Means any transaction whereby another company acquires control over the assets or management of the named Insured or whereby Your assets become vested in or under the control of another company including a transfer of whole or any part of a business, trade or undertaking that is transferred as a going concern.

**Specific exceptions**

We will not indemnify You in respect of

1. liability consequent upon injury to any person employed by You under a contract of service or apprenticeship and arising from and in the course of such employment with You
2. damage to
  - a. property
    - i. belonging to You
    - ii. property in Your custody or control or any employee of Yours but this exception shall not be applicable to the premises (or contents thereof) temporarily occupied by You for work therein.
  - 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 caused by or through or in connection with
  - a. any advice or treatment of a professional nature (other than first aid treatment) given or administered by or at Your direction.
  - b. the ownership, possession or use by or on Your behalf of any mechanically propelled vehicle (other than a pedal cycle or lawnmower) or trailer or of any watercraft exceeding 5 meters in length or of any watercraft 5 meters and less but that is not used on inland waterways only, locomotive or rolling stock. This exception shall not relieve Us of liability to indemnify You in respect of liability consequent upon injury or damage caused or arising in connection with the loading or unloading of any vehicle, insofar as such injury or damage is not insured by any other insurance policy.
  - c.
    - i. the refuelling of aircraft

- 
- ii. the ownership, possession, maintenance, operation or use of aircraft or an airline
    - iii. the ownership, hiring or leasing of any airport, airstrip or helicopter pad.
  - d. goods or products (including containers and labels) sold or supplied and happening elsewhere than on premises occupied by You other than food and drink supplied incidentally for consumption on the premises.
4. damage caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure.
  5. assumed by You by agreement unless such liability would have attached in the absence of such agreement.
  6. fines, penalties, punitive, exemplary or vindictive damages.
  7. damages in respect of judgements delivered awarded or settlement made within North America or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part.
  8. Damages which shall include costs and expenses of litigation recovered by any claimant from You, in respect of any claim arising from an event known to You which is not reported to Us in terms of General Condition 7 Claims.
  9. the first amount payable as per schedule.
  10. liability consequent upon injury or damage arising out of deliberate disregard by You of the need to take reasonable precautions to prevent any event or circumstance which may give rise to a claim
  11. any claim or claims whether actual or alleged howsoever arising in connection with or based upon or arising from or in any way involving actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities or as may otherwise arise from or be based upon or relate to any breach of a provision of the Competition Act 89 of 1998 (as amended) or any similar provision, act or regulation as may be in force in any jurisdiction or country in which the liability arose.
  12. any liability arising from pollution inclusive of the cost of nullifying or cleaning up of the pollution provided that it will not apply for any claims arising from a sudden, unintended and unexpected occurrence.
  13. any liability arising out of or in connection with sexual molestation in any form, be that rape; sexual harassment; sexual assault or any other form whatsoever; howsoever that molestation might occur and irrespective the identity or occupation of the perpetrator or perpetrators

## Memorandum

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

“This section does not cover injury, damage to property 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 7 shall be treated as if it had first been made against You on the same day that You reported the event to Us. In the event of cancellation or non-renewal of the policy, You may report an event in terms of General condition 7 to Us for up to 30 days after cancellation or non-renewal, provided such event occurred during the period of insurance.

2. 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 in terms of General condition 7
  - 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.

### Manifestation Clause

Where the facts do not speak for themselves and We and You cannot mutually agree when the injury or damage occurred, then for the purpose of determining the indemnity granted

- a. Injury shall be deemed to have occurred when the claimant first consulted a qualified Medical Practitioner in respect of such Injury, whether or not it was correctly diagnosed at the time. If no such consultation took place, then Injury shall be deemed to have occurred when You were first advised of the Injury.
- b. Damage shall be deemed to have occurred when it first became evident to the claimant, even if the cause was unknown.

### 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 7 for a period to be agreed, but in no circumstances exceeding 36 months (hereinafter referred to as the "extended reporting period")

provided that

- a. this option may only be exercised in the event of 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 for any reported event 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.

#### Additional insured

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

- 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 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 organisation, 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 organisation 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.

**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.**

**Employees' and visitors' property**

Specific exception 2 a (ii) shall not apply to property belonging to any partner, director or employee of Yours or any visitor to the Insured's premises.

**Unattached trailers**

Specific exception 3 b shall, as far as it relates to trailers, not apply in respect of any trailer that was attached to any mechanically propelled vehicle that became unintentionally detached from that vehicle, **provided that We shall not be liable hereunder in respect of so much of any liability:**

- a. which is insured by or would, but for the existence of this section, be insured by any other policy or policies effected by You;
- b. 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 expenses**

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 the Insured 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 tenants, customers, visitors or employees of Yours using parking facilities provided by You.

**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 the owner) thereof.**

**Gratuitous advice**

Notwithstanding anything to the contrary contained in specific exception 3 a We will indemnify You in respect of Defined Events caused by the unintentional failure of Yours to perform the legal duty to exercise due care owed to another person or party in providing technical information or advice to such person or party

**provided that this section does not cover liability:**

- (i) arising out of Your insolvency;

- (ii) arising out of financial services and/or cost estimates provided by or on Your behalf;
- (iii) arising out of defamation;
- (iv) arising out of design, formula, supervision, treatment or advice given by or on Your behalf in exchange for a fee or benefit of some kind;
- (v) arising out of technical information or advice given in connection with a Product unless the extension for Products Liability is included in the schedule.

If at the time of any event giving rise to a claim under this extension, indemnity is also provided under any other insurance, **this extension shall not be drawn into contribution with such other insurance** except in respect of any amount for which You are liable over and above the cover provided by such other insurance subject at all times to the limit of indemnity.

### **Acquisitions and new businesses**

The indemnity granted by this section of the policy extends to any company formed or acquired by You during the period of insurance for a period of 90 days of such formation or acquisition, provided always that:

- a. the retroactive date in respect of such new company shall be deemed to be the date when a newly formed or acquired company first purchased liability insurance of the type hereby insured on a "Claims Made" basis, subject to a declaration from the newly acquired company's previous management of no known or reported claims or circumstances likely to give rise to a claim at the date of acquisition. In the absence of such a declaration, the retroactive date shall be the date of such acquisition;
- b. Your business activities remain unchanged;
- c. the annual turnover of all newly formed or acquired companies does not exceed 5% (five percent) of Your estimated annual turnover as advised to the insurance company at inception hereof;
- d. You shall advise the insurance company of such formations or acquisitions before the expiry of 90 days thereof and the insurance company may amend the terms of this section of the policy accordingly

### **Wrongful arrest and defamation (if stated in the schedule to be included)**

The defined events are extended to include damages:

- a. Resulting from wrongful arrest (including assault in connection with such wrongful arrest);
- b. In respect of defamation, provided always that the limits of indemnity as stated shall not exceed R250 000 under each of a and b in anyone (annual) period of insurance.

### **Statutory Legal Defence Costs**

The Insurers will indemnify the Insured up to the limit of R250 000 in respect of legal costs, fees and expenses incurred with the prior consent of the Underwriters in the defence of any criminal action brought against the Insured 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.

### **Spread of Fire (if stated in the schedule to be included)**

The amount payable under this extension, inclusive of any Costs and Expenses, for any claim or number of claims for any one event or series of events with one originating cause or source or during any one (annual) period of insurance, shall not in the aggregate exceed the Limit of Indemnity for this extension stated in the Schedule.

It is a condition of this extension that, at the happening of an occurrence that gives rise to a claim in terms of this extension, You comply with the requirements of the National Veld and Forest Fire Act No. 101 of 1998 (as amended).

---

**Food and Drink (if stated in the schedule to be included)**

Notwithstanding anything to the contrary contained in specific exception 3 (d), We will indemnify You in respect of defined events happening at the premises occupied by You and caused by the nature or condition of food and drink sold and supplied by You in connection with the business, provided that

- a. You comply with all statutory laws and regulations pertaining to the sale and/or supply of food and drink and take all reasonable precautions to ensure that food and drink sold and supplied is free from contamination and fit for human consumption.
- b. 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 any one (annual) period of insurance shall not exceed in aggregate the limit of indemnity for this extension stated in the schedule.
- c. **this extension does not cover liability for the cost of replacement of the food or drink causing injury or damage.**

**Visitors and Guests Vehicles(if stated in the schedule to be included)**

Notwithstanding the provisions of specific exception 2,a,(ii) We will indemnify You against all sums including legal costs which You may become legally liable to pay in respect of claims made by any Guest or visitor at Your premises for loss or damage to vehicles whilst left at any garage or parking place in connection with and on Your premises, including contents of such vehicle,

Provided that:

- a. where a garage or vehicle parking facilities are provided a suitable worded notice disclaiming liability for all loss or damage howsoever caused is conspicuously displayed in such garage and parking facilities,
- b. Our limit of liability shall not exceed the amount stated in the schedule.

**Hunting Liability (if stated in the schedule to be included)**

The indemnity provided herein extends to indemnify You against all sums for which You may become legally liable as a result of hunting activities arranged by You on Your property,

Provided that:

- a. each hunter or group of hunters shall be under the guidance and control of a qualified game ranger or professional hunter employed by You
- b. all visiting hunters have personally and individually signed a disclaimer (and such disclaimer to be explained in detail to such individual) absolving You from any liability as a result of such hunting activities
- c. Our limit of indemnity shall not exceed the amount stated in the schedule
- d. You shall be responsible for the first amount payable stated in the schedule.

**Breakout of Wild Animals (if stated in the schedule to be included)**

The indemnity provided herein will include claims arising out of forcible and violent break out, by animals, through the perimeter fences of the premises, owned and/or leased by You.

Provided that:

- a. such perimeter fencing shall comply with the requirements of the National Parks Board or any other authority governing the control of game parks, and that the fences are regularly inspected and maintained in proper working order,
- b. Our liability under this extension shall not exceed the limit stated in the schedule in respect of each claim arising from any one originating cause,
- c. You will be liable for the first amount payable stated in the schedule for each claim or series of claims arising out of one originating cause.

**Relocation costs (if stated in the schedule to be included)**

The indemnity provided herein extends to include claims for all costs reasonably and necessarily incurred to recover and relocate animals to the original premises following a break out as defined in the "break out of Wild Animals Extension" .

Provided that:

- a. The limit of indemnity shall not exceed the amount stated in the schedule



- b. You shall be responsible for the first amount payable stated in the schedule.

## Products Liability

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

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 any Product sold or supplied (including wrongful delivery and delivery of incorrect goods) by You in connection with the nature of 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 anyone event or series of events with one original cause or source or during anyone (annual) period of insurance, **shall not exceed in the aggregate the limit of indemnity for this extension stated in the schedule.**

### Claims Series Clause

A 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 7
- or
- b. if You were not aware of any event

### Additional specific exceptions (applicable to products liability extension)

**This extension does not cover liability**

1. **For the cost of repair, alteration, recall, reconditioning or replacement of the Product or part thereof causing injury or damage.** For the purposes of this additional specific exception the term “replacement” shall be deemed to include any credit or refund granted or alternative Product provided by or on Your behalf in lieu of replacement of the defective Product
2. **For the cost of demolition, breaking out, dismantling, delivery, rebuilding, supply and installation of the Products and any other property essential to such repair, alteration or replacement unless physically damaged by the Product**
3. **Arising from the failure of any Product or any part thereof to fulfil its intended function or to perform as specified, warranted or guaranteed** but this exception shall not apply to consequent Injury or Damage
4. **Arising from Products intended to be installed and installed in, or intended to form part of and forming part of, an aircraft**
5. **In respect of injury or damage happening in the United States of America or Canada caused by or through or in connection with any Products of Yours sold or supplied by You or to Your order, if such Products have, to Your knowledge, been exported to the United States of America or Canada by or on Your behalf.**
6. **For any defect in any Product or any part thereof of which You were aware prior to the inception of this extension.**

### 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.

**ONE**

**DIRECTORS AND OFFICERS LIABILITY** SECTION

## 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

- 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:

- the Company merges with or consolidates into any other entity
- the Company sells all or more than 90% of its assets to any person or entity or persons or entities acting in concert
- any person or entity or persons or entities acting in concert acquire more than 50% of the issued share capital of the Company
- 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.

- 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.

- Bodily Injury and Property Damage**
  - 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
  - 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
  - for defamation of character or violation of a person's right of privacy.
- 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.
- 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.
- 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.
- Wilful 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:

  - 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;
  - the dishonesty or fraud of any Insured Persons shall not be imputed to the Company or any other Insured Persons;
  - 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.
- 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.

**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:

- a. work in connection with any contract performed outside of the Republics of South Africa and Namibia, Kingdoms of Lesotho and, Eswatini, Mozambique, Zimbabwe and Botswana.
- b. any judgment, award, payment, or settlement made within countries which operate under the laws of the North America or
- c. 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:

- a. 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;
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof;
- c. 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
- d. 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:
- a. political group or party;
  - b.. Government or armed services official;
  - c. director, officer, employee, or any person having a proprietary interest in any customer of the Company.
- 19. Corporate Manslaughter**  
any Claim or Loss or any extension of cover arising out of, based upon or attributable to:
- a 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. Sexual Molestation**  
For any liability arising out of or in connection with sexual molestation in any form, be that rape; sexual harassment; sexual assault or any other form whatsoever; howsoever that molestation might occur and irrespective the identity or occupation of the perpetrator or perpetrators.

## 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 the Company 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, the Company agrees 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 the Company 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 the duty of You 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. Cancellation & Variation
  - a. This policy, any section, premiums, terms, and conditions may be cancelled or varied 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 9.c.
  - 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 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, and the first day of

    - i. each third
    - i. each sixth or
    - ii. each twelfth calendar month following the month of inception or the month of last payment where premium is payable quarterly, half-yearly or annually.
  - c. Adjustment of premium - if the premium for any section of this policy has been calculated on any estimated figures, You shall, after the expiry of each period of twelve consecutive months from the inception date or anniversary date, 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.
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

**ONE**

**GROUP PERSONAL ACCIDENT** SECTION

## 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

<b>Permanent disability</b> shall mean compensation	<b>Percentage of Compensation</b>
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.

### 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.

## 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.

**ONE**

**FIRE** SECTION

---

## FIRE

### Defined events

Damage to the whole or part of the property described in the schedule, owned by You or for which they are responsible, including alterations by You as tenant to the buildings and structures by the insured perils reflected below.

### Insured Perils

1. fire
2. lightning or thunderbolt (but specifically excluding power surge unaccompanied by lightning or thunderbolt)
3. explosion
4. leakage by, bursting, overflowing or escape of water or oil from tanks, apparatus or pipes including any fixed water or oil-fired heating installation including damage to such tanks, apparatus or pipes but excluding damage as a result of wear and tear and gradual deterioration.  
Loss of or damage to fixed water heating installations, subject to limits and excesses on the schedule.
5. earthquake (whether arising from mining operations or otherwise) volcanic eruption, or other convulsion, but excluding loss of or damage to property in the underground workings of any mine.
6. 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
  - c. in the underground workings of any mine
  - d. in the open (other than buildings, structures and plant designed to exist or operate in the open) unless so described and specifically insured as a separate item
  - e. in any structure not completely roofed unless so described and specifically insured as a separate item
  - f. being retaining walls (dam walls and canal walls).

### And 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 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.
7. Impact shall mean, impact by aircraft and other aerial devices or articles dropped there from, 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.

### 8. Leakage from any sprinkler, drencher system or fire extinguishing installation / appliance (if stated in the schedule to be included)

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

If a first loss limit is shown against this additional peril in the schedule, the amount of such limit shall be Our maximum liability in respect of anyone 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 Yours shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, to which this extension applies shall be separately subject to this clause.

In respect of this extension only, specific exception 1 to this section is deleted

### 9. Subsidence and landslip 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 peril 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.

10. **Malicious damage** (if stated in the schedule to be included)

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 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, 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, 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 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 before deduction of any first amount payable.

11. **Riot and strike (other than RSA and Namibia) (if stated in the schedule to be included)**  
damage directly occasioned by or through or in consequence of:
- a. civil 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 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, 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. 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:
  - a. damage to property occasioned by its undergoing any heating or drying process
  - b. damage to property which at the time thereof is insured by or would, but for the existence of this insurance, be insured by any marine policy(ies), except in respect of any excess beyond the amount which would have been payable under the marine policy(ies) had this insurance not been effected.
3. 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.

### Specific conditions

#### 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.

#### Welding

It is a condition of this policy that You warrant that welding shall take place in a cordoned off area, which is not in close proximity to combustible material

## **Spray painting**

It is a condition of this policy that You warrant that the spray painting shall only take place in a fully concealed fire-resistant spray booth and You further warrant that whilst spray painting is in process the spray booth will be fully concealed and will in no way communicate with the remainder of Your premises.

## **Spray booth**

It is a condition of this policy that You warrant that the warming up and or operation of the spray booth shall be supervised at all times by an employee of Yours.

You warrant that the heating system of the spray booth will be serviced on an annual basis and proof thereof shall be provided to the insurer on request.

## **Open fires**

It is a condition of this policy that You warrant that no open fires will be made or allowed to be made in places other than designated fireplaces which are in compliance with applicable statutes, regulations and by-laws.

## **Housekeeping**

It is a condition of this policy that You warrant that flammable liquids, spills and general waste will be cleared on a daily basis from the workshop areas and on a weekly basis from Your premises

## **Woodworking**

It is a condition of this policy that:

- a. all woodworking waste is swept up and removed from the building(s) daily before closing
- b. no impregnation or preservation of timber is done involving the use of inflammable liquids having a flash point less than 79 degrees centigrade
- c. no polishing or paint spraying involving the use of inflammable liquids having a flash point less than 38 degrees centigrade is done
- d. no upholstering is done and no upholstering materials stored
- e. no drying seasoning or conditioning of timber by artificial heat is done
- f. all waste is swept up and removed from the kiln(s) after the conditioning drying or seasoning of each load of timber.

## **Clauses and extensions**

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

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

- a. Rent receivable the actual rent receivable by You at the time of the event in respect of the aforesaid premises or on such part of the same as may then be let.
- b. Rent payable -the actual rent payable by You to the owner or landlord of the said premises.
- c. Rental value -the actual rental value of the said premises.

The amount payable in terms of this clause shall be in the proportion which the amount insured bears to the actual rent receivable/rent payable or rental value of the premises as the case may be and if the premises are not untenable during the whole of the aforesaid term, We shall only be liable to pay such proportion of the amount payable as the period of time during which the premises may remain untenable bears to the whole term specified above, but the period shall not exceed the time which would be required to place the premises in a tenable condition.

### **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, the property of Yours or directors or employees of Yours in so far as such property is not otherwise insured.

The benefit under this extension is limited to the amount stated in the schedule for anyone 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 the limit stated in the schedule
- 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.

## Silent risk clause

Where any part or the whole of Your 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.**

## 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 20 per cent (20%) 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 20 per cent (20%) of the sum insured thereon**, it being understood that You undertake to advise Us each period of insurance of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

## Cost of demolition and clearing and 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.**

## Fire extinguishing charges clause

Any costs relating to the extinguishing or fighting of fire, shall be deemed to be damage to Your property and shall be payable in addition to any other payment for which We may be liable in terms of this section up to the limit as stated in the schedule, **provided You are legally liable for such costs and Your property was in danger from the fire.**

## Mortgagee clause

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

## Municipal plans scrutiny fee clause

The insurance under column 1 of the schedule includes municipal plans scrutiny fee, provided that the total amount recoverable under any item shall not exceed the sum insured on the building affected.

---

## Public authorities' requirements 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.
  - 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.

## 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.

## 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 Your property when new,

provided that:

1. the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to requirements of Yours 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 Your 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, his 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.

## Alternative replacement conditions (design capacity) clause

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

provided that:

---

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

### 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, Zimbabwe and Malawi, and the Kingdoms of Lesotho and Eswatini

provided that:

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

### Tenant's 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 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

### Stock declaration conditions (if stated in the schedule to be included)

In respect of stock and materials in trade insured under this section being subject to the stock declaration conditions, the premium is calculated on 75 per cent (75%) of the sum or sums insured thereon, subject to the following specific conditions:

1. You shall:
  - a. declare to Us in writing the market value of their stock and materials in trade on the last day of each month/quarter (as stated in the schedule) and shall make such declaration within 30 days thereof, otherwise they shall be deemed to have declared the sum insured on such property as the market value thereof
  - b. after each period of twelve consecutive months from the inception or anniversary date, the premium shall be calculated on the average sum insured, namely the total of the values declared or deemed to have been declared, divided by the number of declarations due to have been made. If the resultant premium differs from the provisional premium, the difference shall be payable by or to You as the case may be, but the amount payable by Us shall not exceed 50 per cent (50%) of the provisional premium.
2. any claim hereunder shall be settled on the basis of the market value immediately anterior to the damage
3. if, after the occurrence of damage, it is found that the amount of the last declaration is less than the amount that ought to have been declared, then the amount which would have been recoverable by You shall be reduced in such proportion as the amount of the said declaration bears to the amount that ought to have been declared or to the sum insured, whichever is the lesser amount. The provisions of this condition shall, if applicable, operate cumulatively with the provisions of the specific condition relating to average
4. in consideration of the insurance not being reduced by the amount of any loss, You shall pay additional premium on the amount of the loss from the date thereof to expiry of the period of insurance and such extra premium shall not be taken into account in, and shall be distinct from, the final adjustment premium
5. Our liability shall not exceed the sum insured as stated in the schedule and premium shall not be receivable on values in excess thereof
6. the above specific conditions shall apply separately to each item of the specification to which these stock declaration conditions apply.

### Public supply connections clause

This section is extended to cover accidental damage to water, sewerage, gas, electricity, and telecommunication connections, the property of Yours or for which they 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 per cent (50%) of the premium produced by applying the percentage specified to the annual premium for the sum insured to which this extension applies.

**Disposal of salvage clause** Without diminishing Our rights to rely on the provisions of the general conditions in the event of a loss, We agree that it will not sell or otherwise dispose of any property which is the subject of a claim hereunder without the consent of Yours provided that You can establish to Our satisfaction that to do so will prejudice their interests in which event We agree to give You first option to repurchase such property at its fair intrinsic value or market value whichever is the greater.

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

### **Electrical power surge extension**

We shall indemnify You for damage to Your machinery, electronic or electrical equipment 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, 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 surge protector, 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**



**ONE**

**BUILDINGS COMBINED** SECTION

---

## 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) and sporting and recreational structures, landlord's fixtures and fittings therein and thereon, walls (except dam and canal walls), gates, posts, fences, and tarred or paved roads, driveways, paths or parking area
  - b. in sub-section B to public supply connections situated as stated in the schedule.
2. Loss of rent as provided for 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 (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. to retaining walls
    - ii. caused or aggravated by:
      - subsidence or landslip
      - the Insured's 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 (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 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. 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 the Insured before the occurrence of damage obtains Our written agreement to continue this insurance. During the period of the initial unoccupancy of 30 consecutive days the Insured shall become a co-insurer with Us and shall bear a rateable proportion of any damage equal to 20% of the claim with a maximum of R5 000 000 before deduction of any first amount payable
7. Accidental damage to sanitary ware, but the amount payable will be as stated in the schedule for each and every such damage.
8. Leakage by, bursting, overflowing or escape of water or oil from tanks, apparatus or pipes including any fixed water or oil-fired heating installation including damage to such tanks, apparatus or pipes but excluding damage because of wear and tear and gradual deterioration. Fixed water heating installations such as geysers will be limited to the amount as stated in the schedule per event.
9. **Leakage from any sprinkler, drencher system or fire extinguishing installation /appliance** (if stated in the schedule to be included)  
Damage caused by discharge or leakage from any sprinkler, drencher system or fire extinguishing installation / appliance.  
If a first loss limit is shown against this additional peril in the schedule, the amount of such limit shall be Our maximum liability in respect of anyone 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 Yours 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.

## 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
  - c. normal settlement, shrinkage or expansion of the Building
  - d. active soils, except where professional engineering design precautions have been implemented during construction
  - e. the densification of made up ground or infill or by inadequate compacting of filling
  - f. damage from a cause which existed prior to the commencement of the policy
  - g. 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
  - h. 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
  - i. 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** (if stated in the schedule to be included)  
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 the Insured.
  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 the Insured
  3. immovable property owned or occupied by the Insured 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. 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 the Insured.

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 the Insured, 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 the Insured 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.

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

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

### Specific exclusion

#### 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.

### Sub-section B (Public supply connections)

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

### Sub-section C (Rent)

1. Where the business of the Insured is that of a hotel, boarding house, bed and breakfast or similar occupation: loss of rent as a result of the property insured being so damaged by any of the perils specified as to be rendered un-tenantable (including partially un-tenantable) but only for the period necessary for reinstatement and for an amount not exceeding 25% of the sum insured applicable to buildings, plant and machinery. The basis of calculation shall be the rent payable by the Insured as lessee of the buildings, plant and machinery immediately preceding the damage or if the Insured is not the lessee of the buildings, plant and machinery,

the rental equivalent they should receive as lessor for leasing all the buildings, plant and machinery to a single legal entity.

2. Where the business of the Insured is other than that as stated in 1. above:  
loss of rent as a result of the property insured being so damaged by any of the perils specified as to be rendered un-tenantable (including partially un-tenantable) but only for the period necessary for reinstatement and for an amount not exceeding 25 per cent (25%) 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)**

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

Where general and tenant's liability has been effected under the Broadform Liability (Claims Made) Section of this Policy, the cover afforded by this Sub-section D is cancelled and of no effect.

### **The limit of indemnity**

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

### **Specific exceptions (applicable to sub-section D)**

We will not indemnify the Insured under this sub-section in respect of:

1. injury or damage sustained by:
  - a. any member of the same household as the Insured
  - b. any person employed by the Insured under a contract of service or apprenticeship and arising directly from and in the course of such employment by the Insured
  - c. any other person resulting from the ownership of or use by or on behalf of the Insured of mechanically propelled vehicles (except pedal cycles and lawnmowers.)
2. damage to property:
  - a. belonging to the Insured or
  - b. in the custody or control of the Insured or any employee of the Insured
  - c. caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure
3. liability assumed by agreement unless liability would have attached to the Insured notwithstanding such agreement
4. liability in respect of:
  - a. injury, damage or loss of use of property directly or indirectly caused by seepage, pollution or contamination provided always that this exception shall not apply where such seepage, pollution or contamination 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. damages in respect of:
  - a. judgments delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and Swaziland
  - b. costs and expenses of litigation recovered by any claimant from the Insured 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 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 aggregate liability 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 the death of the Insured, any personal representative of the Insured in respect of liability

- incurred by the Insured
- b. any partner or director or member or employee of the Insured (if the Insured so requests) against any claim for which the Insured is entitled to indemnity under this insurance.
  3. In respect of this sub-section only, General exception 1, is deleted and replaced by the following:  
This sub-section does not cover injury, damage or liability directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.
  4. If, at the time of any event giving rise to a claim under this sub-section, indemnity is also provided under any other insurance, this sub-section shall not be drawn into contribution with such other insurance except in respect of any excess over and above the amount payable by such other insurance.

## Clauses and extensions

### Prevention of access extension to sub-section C (if stated in the schedule to be included)

If property within a 15 km radius of the premises stated in the schedule is lost or damaged by a peril defined in sub-section A during the period of insurance and this prevents or hinders the use of or access to the property insured by this section, We will pay any loss of rent the Insured may incur as a result thereof up to an amount not exceeding 25 per cent (25%) of the sum insured on the affected property. The loss of rent calculation will be based on the rent payable immediately preceding the loss or damage or its equivalent rental value.

### Security firms (applicable to sub-section D -liability)

Notwithstanding specific exception 3, it in terms of a contract with a security firm engaged in the course of the Insured's business (as owner of the premises specified in the schedule) to protect the Insured's property at the premises stated in the schedule, the Insured becomes 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 the Insured 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 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.

### 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 (20%) 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 the Insured's 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 the Insured agrees 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 the insured 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 (20%) of the sum insured thereon, it being understood that the Insured 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 boardings clause**

The insurance under this section includes costs necessarily incurred by the Insured in respect of the demolition of property insured and/or the removal of debris and in providing, erecting and maintaining boardings 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 the insured 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. the insured shall be responsible for the first amount payable stated in the schedule.

## **Cost of Reinstating Landscaped Gardens, Water Features and Statues (if stated in the schedule to be included)**

The insurance granted by this Section will indemnify the insured for the cost of restoring landscaped gardens, water features, statues, exterior designs such as rock pools, sculptures, fountains and the like, damaged as a result of Defined Events 1.to 6 and 8 and 9. of sub section A (property) Perils applicable provided that:

- a. the limit of indemnity shall not exceed the sum insured shown in the schedule.
- b. the Insured shall be responsible for the first amount payable stated in the schedule.

## **Damage to Buildings 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. the Insured shall be responsible for the first amount payable stated in the schedule.

## **Contamination and pollution of fish stocks extension**

This section is extended to include the death of Trout stock in the Insured's dams and / or Fish in the Insured's water features and ponds as a result of pollution or contamination of the water by chemicals or wastes provided that:

- a. the maximum amount payable by the Company shall not exceed R10,000 any one event and R25,000 any one period of insurance.
- b. the Insured shall be responsible for the first R500 of each event giving rise to a claim.
- c. the Company will not be responsible for any claim where the death of the fish arises as a result of disease or sickness.

## **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 up to the limit as stated in the schedule, **provided the Insured is legally liable for such costs and the property insured was in danger from the fire.**

## **Mortgagee clause**

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

## **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 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 by this section
    - iii. under which notice has been served upon the Insured 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.

### **Railway and other subrogation clause**

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

### **Reinstatement value conditions**

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

provided that:

1. the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to 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 the Insured 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 the Insured shall be considered as being their own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of this section (if more than one) to which these conditions apply shall be separately subject to this provision
4. **these conditions shall be without force or effect if:**
  - a. the Insured fails 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. the Insured is 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 Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, 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.**

### **Tenant's clause**

Our liability to the Insured shall not be affected by any act or omission on the part of any tenant (other than the Insured) without the Insured's knowledge. The Insured shall, however, inform Us as soon as any such act or omission

which a contravention of any of the terms, exceptions or conditions of this section is comes to their knowledge and will be responsible for any additional premium payable from the date any increased hazard shall be assumed by Us.

### **Builders Risk Clause**

Where the premises are subjected to alteration, extension, modification, redecoration, refurbishment, or renovation, whether by independent contractors or by the insured's own employees, **the insurance cover shall be amended as follows:**

1. loss or damage by theft shall be suspended
2. loss of or damage to glass shall be excluded
3. An additional cumulative first amount payable of 5% of the claim, subject to a minimum of R 2,500 shall be payable in respect of every occurrence giving rise to a claim.

### **Silent Risk Clause**

Where any part or the whole of the insured premises shall cease to be occupied by the insured for the purpose of the business as a going concern, **the insurance cover shall be amended as follows:**

1. loss or damage by theft shall be suspended
2. loss or damage to glass shall be excluded
3. an additional cumulative first amount payable of 5% of the claim, subject to a minimum of R2,500 shall be payable in respect of every occurrence giving rise to a claim.

### **Escalator clause (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, the Insured 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.

### **Fatal injury extension**

The cover granted by this Section includes fatal injury to the person named in the Schedule sustained whilst on the Insured's 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, the Company will pay to the executors or administrators of the deceased the sum of R10 000.

### **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.

### **Damage of landscaped gardens, water features and statues extension**

The insurance granted by this section will indemnify the Insured in respect of the cost of restoring any damage caused to landscaped gardens, water features and statues for which the Insured are responsible by the Emergency Services in attending the Premises as a result of the operation of an Insured Event up to an amount not exceeding limit as stated in the schedule during in any one Period of Insurance.

### **Theft of external fixtures and fittings (if stated in the schedule to be included)**

Theft (or any attempt thereat) of Landlord's fixtures and fittings. For the purposes of this extension only Landlord's fixtures and fittings are deemed to include external and / or remote fixtures and fittings on the premises of the Insured, provided that:

- a. the maximum amount payable by the Company shall not exceed the amount as stated in the schedule for any one event and any one period of insurance.
- b. the Insured shall be responsible for the first amount payable as stated in the schedule for each event giving rise to a claim

- 
- c. if any premises insured or containing the insured property becomes unoccupied for 30 consecutive days, this item is suspended as regards the property affected unless the Insured before the occurrence of damage obtains the written agreement of the Company to continue this extension. During the period of the initial un-occupancy of 30 consecutive days the Insured shall become a co-insurer with the Company and shall bear a rateable proportion of any damage equal to 20% of the claim before deduction of any first amount payable.

### **Discharge of weapons extension**

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 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, 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, or other protection device installed by a qualified electrician and certified to be compliant with SANS 10142-1 regulations.

### **Security Guard Costs to Temporarily Safeguard Premises**

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.

### **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 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**

**ONE**

**OFFICE CONTENTS** SECTION

## OFFICE CONTENTS

### Defined events

1. Loss of or damage to the contents (other than documents as defined in sub-section C, if insured there under and electronic data processing equipment and all related hardware, software and stock) including landlord's fixtures and fittings for Your property for which they are responsible and, unless otherwise stated in the schedule, to the extent that the same is not otherwise insured, property owned by any partner or director or employee of Yours (but excluding cell phones, smartphone's, palmtops, iPad's, tablets and the like) up to an amount as stated in the schedule per person while contained in the offices and/or consulting rooms situated as stated in the schedule (hereafter 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 C, and defined in sub-section C, and the consequences thereof insured under item D and as described in sub-section D.
3. Loss and/or expenditure described in sub-sections B and E.

### Definitions

**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.

**Documents:** shall mean films, tapes, addressograph plates, books, records, maps, plans, drawings, abstracts, deeds, wills, mortgages, agreements, manuscripts, letters, certificates, documents and similar written, printed or otherwise inscribed papers and documents used by the Insured in the business and owned by them or for which they are responsible but unless otherwise stated in the schedule documents shall not include 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.

### Sub-section A (Contents)

#### Insured perils and damage caused by:

1. Fire, lightning, thunderbolt, subterranean fire, explosion.
2. Weather, 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 (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 there from.
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** (if stated in the schedule to be included)  
Subject otherwise to the terms, conditions, exceptions, and warranties contained therein, sub-sections A, B and C 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 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 of
- 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 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, 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 per cent (20%) of the claim before deduction of any first amount payable.

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

loss or damage directly occasioned by or through or in consequence of:

- a. civil 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 an occurrence referred to in a, above;

provided that this extension does not cover:

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

**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 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, Eswatini, Zimbabwe and Malawi
- b. designs, patterns, models or moulds (except to the extent that the said articles are insured in terms of

- 
- subsection A), stock in trade, samples, motor vehicles and accessories therefore, money, securities, stamps, jewellery or precious stones
- c. the first amount payable stated in the schedule in respect of anyone event.

## Specific conditions

### Average (not applicable to peril 6 above or to the theft or the theft by forcible entry extensions)

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.

### First loss Average (if stated in the schedule to be included)

In respect of the theft or theft by forcible entry extensions only, if, at the time of any loss or damage arising, the total value of the property insured does not exceed the sums stated in the schedule then this insurance shall be declared free of average, but if the total value of the property insured 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.

### Sub-section B (Rent)

Loss of rent actually incurred by You in consequence of the office premises or portion thereof being so damaged by any of the perils specified in sub-section A, as to be rendered uninhabitable, but only in respect of the period necessary for reinstatement. The indemnity under this sub-section shall not exceed 25 per cent (25%) of the sum insured or value (whichever is the lower) of all contents of the office premises affected.

For the purpose of this sub-section, the term "office premises" shall be deemed to extend to any premises or portion thereof in the vicinity of the office premises, damage to which prevents or limits access to the office premises.

### Sub-section C (Documents)

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

### Definition

The term documents shall mean films, tapes, addressograph plates, books, records, maps, plans, drawings, abstracts, deeds, wills, mortgages, agreements, manuscripts, letters, certificates, documents and similar written, printed or otherwise inscribed papers and documents used by You in the business and owned by them or for which they are responsible but 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.

### 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 C)

This sub-section does not cover:

- b. 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 amount stated in the schedule in respect of anyone event
  - 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 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 in the course of the business
- c. gradual deterioration or wear and tear
- d. costs involved in reshooting films and videos and rerecording audio tapes.

### **Sub-section D (legal liability documents)**

Legal liability as a direct consequence of loss of or damage to documents as defined in sub-section C and in respect of which payment, reinstatement or repair has been made or liability admitted by Us under sub-section C unless such payment, reinstatement, repair 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 D)**

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 E (Increase in cost of working)**

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

The indemnity under this sub-section shall not exceed 25 per cent (25%) 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 20 per cent (20%) of the sum insured thereon, it being understood that You undertake to advise Us each period of insurance of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

### **Fire extinguishing charges clause**

Any costs relating to the extinguishing or fighting of fire shall be deemed to be damage to Your property and shall be payable in addition to any other payment for which We may be liable in terms of this section, up to the limit as stated in the schedule, provided You are legally liable for such costs and Your property was in danger from the fire.

### **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 and keys (including 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:

- a. Our liability shall not exceed the amount stated in the schedule in respect of any one event
- b. We shall not be liable for the first the amount payable stated in the schedule in respect of anyone event.



---

## **New and additional premises clause**

If You occupy offices or consulting rooms other than those situated as stated in the schedule in the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi, the insurance by this section shall apply as though such offices or consulting rooms were office premises within the meaning of this section, **provided that:**

- a. 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
- b. 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 Your 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:**

- a. incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
- b. 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 Your 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 Your 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.**

## **Tenant's 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 Yourself) 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.

## **Theft by forcible entry extension (if stated in the schedule to be included)**

The following peril is added to the perils applicable to sub-section A contents:

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

**provided that:**

- 
- a. We will not be liable under this extension for theft or attempted theft by any principal, partner, director or employee of Yours
  - b. the amount payable as shown in the schedule for this extension
  - c. the maximum amount payable will not exceed the sum insured shown in the schedule for this extension less its first amount payable.

### **Theft extension (if stated in the schedule to be included)**

The following peril is added to the perils applicable to sub-section A contents

Theft or any attempt thereat other than by any principal, partner, director or employee of Yours **provided that:**

- a. the amount payable as shown in the schedule for this extension
- b. the maximum amount payable will not exceed the sum insured shown in the schedule for this extension less its first amount payable.

### **Electrical power surge extension**

We shall indemnify You for damage to Your machinery, electronic or electrical equipment caused 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, 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, or other protection device installed by a qualified electrician and certified to be compliant with SANS 10142-1 regulations

### **Security Guard Costs to Temporarily Safeguard the Premises**

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.

### **Memorandum**

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

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

### **Specific condition**

**This section shall be voidable if the nature of the risk is materially altered without the prior written consent of the company.**

### **Burglar alarm warranty (if stated in the schedule to be included)**

It is a condition precedent to the viability of the Insurer/s in respect of loss of or damage to property of Yours (or for which they are responsible) by theft or any attempt thereat from any insured building stated in the schedule that the alarm as required by the Insurer/s is set and armed and made fully operative whenever the protected building/s is/are not open for business (unless a principal, partner, director or employee of Yours is in the protected building/s) and it is warranted that:

- a. the said alarm is to be a dual monitoring alarm whenever feasible (for the purposes of this requirement, dual monitoring shall mean that once the alarm is triggered a signal will be transmitted by two different methods to the control room of the company monitoring the alarm);
- b. if the company which installed the said alarm system operates an armed reaction unit, the contract for the said alarm shall include the armed reaction unit's services, where available;

- 
- c. such alarm will be maintained in proper working order, but You shall be deemed to have discharged their liability if they have maintained their obligations under a maintenance contract with the installation/service company of the alarm system;
  - d. the control panel shall have an event log and the arming and disarming of the alarm is to be logged and after the occurrence of a claim, the insurer/s will be entitled to request full information of the relevant log;
  - e. **Loss of or damage to the property following the use of the keys, the keypad code or the remote control of the burglar**
  - f. **alarm or any duplicate thereof belonging to You is not covered** unless such keys, keypad code or remote control has been obtained by violence or threat of violence to any person or such keys, keypad code or remote control was obtained by theft.

**ONE**

**BUSINESS INTERRUPTION** SECTION

---

## BUSINESS INTERRUPTION

### Defined events

Loss following interruption of or interference with the business in consequence of Damage occurring during the period of insurance at the premises in respect of which payment has been made or liability admitted under:

- 1 the fire section of this policy
- 2 the buildings combined section of this policy
- 3 the office contents section of this policy
4. any other material Damage insurance covering the interest of the insured
5. the computer section of this policy but only in respect of perils insured under the fire section of this policy (herein after termed Damage)
6. defined event (I) of the Accidental Damage section of this Policy (hereinafter termed Damage) provided that:
  - a. the provision under any item of this section that the payment will be reduced proportionately if the amount insured by the item is not adequate, is deleted in respect of the event
  - b. the Company shall not pay more than the sum insured stated in the schedule of the Accidental Damage section for both this section and the Accidental Damage section combined.

but only in respect of loss or damage to the insured property by one of the insured perils 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 shall be deemed to have been admitted if such payment is precluded solely because the Insured is required to bear the first portion of the loss.

The company will indemnify the Insured in accordance with the provisions of the specification hereinafter set out.

### Specific conditions

1. The insurance under this section shall cease if the business is wound up or carried on by a liquidator or judicial manager or is permanently discontinued, except with the written agreement of the company.
2. On the happening of any Damage in consequence of which a claim may be made under this section, the Insured shall, in addition to complying with general conditions 6 and 7, with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this section shall, not later than 30 days after the expiry of the indemnity period, or within such further time as the company may in writing allow, at their own expense deliver to the company in writing a statement setting forth particulars of their claim together with details of all other insurance covering the loss or any part of it or consequential loss of any kind resulting therefrom. No claim under this section shall be payable unless the terms of this specific condition have been complied with and, in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the company forthwith.

### Item 1 Gross profit (Difference basis)

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

- a. reduction in turnover and
- b. increase in cost of working

and the amount payable as indemnity hereunder shall be

- a. in respect of reduction in turnover the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall, in consequence of the Damage, fall short of the standard turnover
- b. in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which, but for that expenditure, would have taken place during the indemnity period in consequence of the Damage, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided.

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

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

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

- a. reduction in turnover and b. increase in cost of working

and the amount payable as indemnity hereunder shall be

- a. in respect of reduction in turnover the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall, in consequence of the Damage, fall short of the standard turnover
- b. in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which, but for that expenditure, would have taken place during the indemnity period in consequence of the Damage, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided

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

### **Memo**

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

### **Item 2 Gross rentals**

The insurance under this item is limited to

- a. loss of gross rentals and
- b. increase in cost of working

and the amount payable as indemnity hereunder shall be

- a. in respect of loss of gross rentals the amount by which the gross rentals during the indemnity period shall in consequence of the Damage fall short of the standard gross rentals
- b. in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of gross rentals which, but for that expenditure, would have taken place during the indemnity period in consequence of the Damage, but not exceeding the amount of the loss of gross rentals thereby avoided

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

### **Item 3 Revenue**

The insurance under this item is limited to

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

and the amount payable as indemnity hereunder shall be

- a. in respect of loss of revenue the amount by which the revenue during the indemnity period shall, in consequence of the Damage, fall short of the standard revenue
- b. in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of revenue which, but for that expenditure, would have taken place during the indemnity period in consequence of the Damage, but not exceeding the amount of loss of revenue thereby avoided

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

### **Item 4 Additional increase in cost of working**

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

### **Item 5 Wages (number of weeks basis)**

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

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

Provided that:

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

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

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

### **Item 7 Loss of use (Levies)**

The insurance under this item will, subject to the following conditions, provide compensation for the loss of use of the time share units by the registered owner of such unit.

Cover will be strictly subject to there having been material Damage insured under this policy for which a claim of indemnity has already been admitted by the underwriters. The units claimed for must have been the subject of such material Damage. The period for which compensation is payable, will be subject to the underlying indemnity period on the policy. The basis for compensation will be determined on the actual value of the levy for any one week, for which the unit/s is/are unavailable to the time share owner/s as a result of such material Damage which resulted in the loss of use of such unit.

Claims for compensation must be formulated and lodged by the Insured. Compensation for loss of use will not be considered where units of similar category remained available to the time share owner/s at the Insured resort for reallocation, during the course of the period for which a claim has been lodged.

## Item 8 Cancellation of bookings

The insurance under this item is limited to the loss of the value of deposits received for the reservation (bookings) of accommodation in consequence of returning or refunding such deposits following curtailment of the relevant bookings due to a cause listed below:

1. Accidental injury, illness or death of:
  - a. the person for whom the accommodation was booked (the guest) or any person with whom he/she has arranged to travel
  - b. a close relative, fiancé or close business colleague of the guest
  - c. Pregnancy of the guest or the guest's spouse
  - d. Compulsory quarantine or witness in a court of law applying to the guest or any person with whom he/she has arranged to travel
  - e. the property of the guest being burgled or Damaged by fire, water or the elements, necessitating his/her return home.
  - f. any official requirement for the guest to attend emergency duty in military, medical or public service.
  - g. Cancellation or curtailment of a sporting event, concert, conference or exhibition which otherwise would have been held at a venue within a radius of 20 kilometres of the Insured premises

provided that this extension does not cover:

- a. deposits recovered or recoverable from any source by or on behalf of the person/s cancelling or curtailing the relevant bookings and on whose behalf compensation is claimed
  - b. in respect of items 1 and 2, more than the limit reflected in the schedule for any one event or series of events in the annual period of insurance
2. Specific exceptions applicable to this extension:
    - 2.1. the Insurer shall not be liable for claims where at the time that the booking was made:
      - a. the guest was aware of any medical condition or set of circumstances, which could reasonably be expected to give rise to the booking being cancelled or curtailed.
      - b. any person whose condition gives rise to a claim was receiving, on a waiting list for or had knowledge of the need for inpatient treatment at a hospital or nursing home.
      - c. any person whose condition gives rise to a claim was travelling against the advice of a medical practitioner or for the purpose of obtaining medical treatment abroad.
      - d. any person whose condition gives rise to a claim was, during the 12 months prior, suffering from any chronic and/or recurring illness of a serious nature which had necessitated consultation or treatment unless declared to and accepted by the Insurers.
  3. the Insurer shall not be liable for claims directly or indirectly arising from:
    - a. winter sports, mountaineering, underwater activities requiring the use of artificial breathing apparatus, pot-holing or any other underground activities, riding or driving in any kind of race, wilful exposure to risk (other than an attempt to save human life), manual work in connection with a profession, business or trade, or flying (except whilst travelling as a passenger in a fully licensed passenger carrying aircraft), providing always that this exclusion shall apply only to the Insured person



## **Definitions**

### **Indemnity period**

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

### **Turnover**

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

### **Revenue**

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

### **Gross rentals**

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

### **Gross profit**

(difference basis). The amount by which

- a. the sum of the turnover and the amount of the closing stock shall exceed
- b. the sum of the amount of the opening stock and the amount of the uninsured costs.

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

### **Uninsured costs**

As specified in the schedule (the words and expressions used shall have the meaning usually attached to them in the books and accounts of the Insured).

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

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

### **Net profit**

The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the business of the Insured at the premises after due provision has been made for all standing and other charges including depreciation, but before the deduction of any taxation chargeable on profits.

### **Insured standing charges**

As specified in the schedule (the words and expressions used shall have the meaning usually given to them in the books of account of the Insured).

### **Standard turnover, Standard revenue, Standard gross rentals**

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

### **Annual turnover, Annual revenue, Annual gross rentals**

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

### **Rate of gross profit**

The rate of gross profit earned on the turnover during the financial year immediately before the date of the Damage

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 the Insured or by others on their behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the turnover, revenue or gross rentals during the indemnity period.

## **Extensions and clauses**

### **Accountant's clause**

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

### **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 (if stated in the schedule to be included)**

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 the option of the Insured, the term output may be substituted for the term turnover and, for the purposes of this section, output shall mean the sale or transfer value, as shown in the Insured's books, of goods manufactured or processed by the Insured at the premises

provided that

- a. only the meaning of output or the meaning of turnover shall be operative in connection with 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 the Insured or by others on behalf of the Insured, the sale or transfer of such goods shall be brought into account in arriving at the output during the indemnity period.

### **Salvage sale clause**

If the Insured shall hold a salvage sale during the indemnity period clause (a) of item 1 (gross profit) shall, for the purposes of such claim, read as follows in respect of reduction in turnover the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period (less the turnover for the period of the salvage sale) shall/in consequence of the Damage, fall short of the standard turnover, from which sum shall be deducted the gross profit actually earned during the period of the salvage sale.

### **Extensions to other premises**

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

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

#### **3. Storage, transit and vehicle**

Property of the Insured whilst stored or whilst in transit by air, road, rail or inland waterway or being motor vehicles of the Insured elsewhere than at premises occupied by the Insured subject to the limit of Indemnity or R200 000 whichever is the lesser.

#### **4. Contract sites**

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

#### **5. Prevention of access**

Property within a 5 km radius of the Insured's premises, destruction of or Damage to which shall prevent or hinder the use of the premises or access thereto, whether the premises or property of the Insured therein shall be Damaged or not.

#### **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 the premises or property of the Insured therein shall be Damaged or not.

#### **7. Additional premises**

In the event of the Insured occupying or having property at any newly added premises for the purpose of the business during the currency of this section, such newly added premises shall be deemed to be included in

those specified here subject to notification to the company as soon as reasonably practicable and to adjustment of the premium if necessary.

**8. 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 the premises of the Insured.

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 the Insured
- b. the transmission facilities network of the public authority mentioned in (i).

**The geographical limits of**

(2), (3), (4), (5), (6), (8), (9) and (10) of the extensions to other premises and are confined to the Republic of South Africa, Namibia, Botswana, Kingdoms of Lesotho and, Eswatini, Zimbabwe and Malawi. (7) of the extensions to other premises is confined to the Republic of South Africa and Namibia.

**Pollution, shark and animal attack / additional interruption extension**

Loss as insured by this Section resulting in interruption or interference with the Business due to:

- a. murder or suicide occurring at the premises
- b. armed robbery, malicious activities (whether actual or hoax) occurring at the insured's premises.
- c. food or drink poisoning at the premises or attributable to food or drink supplied from the premises
- d. closure of the premises due to defective sanitation, vermin or pests on the order of the competent local authority
- e. summons to appear in court as a witness by the Insured or any of the Insured's directors, partners or employees
- f. chemical or oil pollution of beaches, rivers or waterways within a radius of 5 kilometres of the premises
- g. shark attack or attack by wild game including hippopotamus, rhinoceros, lion, leopard, cheetah, crocodile, buffalo and elephant within a radius of 15 kilometres of the premises

“Notwithstanding the indemnity period reflected in the schedule, **the indemnity limit for any one event is limited to R200 000**

**Loss of specified tourist attraction extension (if stated in the schedule to be included)**

Loss as insured by this Section of the Tourist Attraction specified in the schedule resulting in interruption or interference with the Business due to prevention of access to or Damage to the tourist attraction stated in the schedule. **Notwithstanding the indemnity period reflected in the schedule, the indemnity period in respect of this extension shall not exceed 3 months or R200 000 whichever is the lesser**

**Bush fire/Loss of game extension**

Loss as insured by this Section resulting in interruption or interference with the Business due to prevention of access to the Premises as a result of a bush fire or the death by such fire of hippopotamus, rhinoceros, lion,

leopard, cheetah, crocodile, buffalo and elephant **subject to the limit of indemnity or R200 000 whichever is the lesser** .

## Loss of liquor licence extension

### Definitions

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

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

### The Cover

In the event of the Licence being

- a. forfeited under the provisions of the legislation governing such licences or
- b. refused renewal by the appropriate licensing authority after due application for such renewal during the Period of Insurance from causes beyond the control of the Insured, the Company will pay or make good to the Insured all loss, **subject to the limit of indemnity or R200 000 whichever is the lesser** in respect of:
  - i the depreciation in value of the interest of the Insured in the Premises and/or the Business.
  - ii the cost and expenses incurred by the Insured with the written consent of the Company in connection with any appeal against the forfeiture of or refusal to renew the Licence.
  - iii the reduction in turnover as a direct result of such forfeiture.

### Exclusions

The Company shall not be liable if:

- a. the Insured is entitled to obtain the payment of compensation under the provisions of any Act of Parliament in respect of the refusal to renew the License.
- b. the forfeiture of or refusal to renew the License arises directly or indirectly from any scheme of town or country planning, improvement, redevelopment or compulsory purchase or the surrender, reduction or redistribution of licenses in connection therewith, or from any alteration in the law affecting the granting, surrender, refusal to renew or forfeiture of licenses.
- c. the forfeiture of or refusal to renew the licence be occasioned wholly or partly by or through the misconduct or procurement or connivance or neglect or omission of the Insured or by any omission of the Insured to take any step necessary for keeping the licence in force. No claim shall arise under this section unless the Insured or any other claimant hereunder shall prove to the reasonable satisfaction of the Company that such matter was beyond his or their power or control.

### Special Conditions

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

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

2. In the event of forfeiture or refusal of renewal of the Licence the Insured shall notify the Company immediately after the order by the authorities and shall state so far as the Insured is able the grounds upon which such order has been made.

3. In the event of the death, bankruptcy, incapacity, desertion of the premises or conviction for any offence where such conviction affects the character or reputation of the convicted person with respect to his honesty, moral standing or sobriety of the Insured shall where practicable and at the request of the Company procure a suitable person to replace him and one to whom the justice will transfer the licence or grant the licence by way of renewal.

### Ventilation Failure Extension

Loss as insured by this section resulting from interruption with the business as a result of the failure of any ventilation system which controls the cooling or heating requirements of the Insured's premises, **subject to the limit of indemnity or R200 000 whichever is the lesser.**

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

### Auxiliary Power Failure Extension

Loss as insured by this section resulting from interruption or interference with the business, as a result of the failure of the auxiliary power plant to operate in the event of the failure of the main electricity supply grid from which the Insured normally receive their power, **subject to the limit of indemnity or R200 000 whichever is the lesser.**

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

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

### Rail, Road and Air Services Extension

Loss as insured by this section resulting from interruption of or interference with the business in consequence of Damage (as within defined) at the undernoted situations or to property as undernoted shall be deemed to be loss resulting from Damage to property used by the Insured at

- a. the premises and property of any rail service
- b. the premises and property of any airport or terminal facility including aircraft
- c. the premises of any shipping terminal or cargo loading facility
- d. any road, tunnel, bridge or service accessory relating thereto
- e. any road vehicle belonging to a customer of the Insured or a road transportation service

**Provided that, notwithstanding the indemnity period reflected in the schedule, the indemnity period in respect of this extension shall not exceed 3 months or R200 000 whichever is the lesser**

### Special Provisions

Provided that:

- a. such Damage has not been brought about the direct or indirect action of any party which shall include strikes, labour disturbances, malicious Damage or intent thereof or political interference
- b. should such interruption or interference arise from mechanical or electrical or electronic breakdown, there shall be no liability under this extension for the first 24 hours following such interruption or interference.
- c. the Damage at the abovementioned premises and property occurs within a radius of 50 kilometres of the Insured's premises.

### Loss of Aesthetic Appeal

Loss as insured by the policy resulting from interruption of or interference with the Business in consequence of Damage to property forming part of, or contained within, the complex of which the premises forms part and which results in a cessation or diminution of trade due to temporary falling away of potential custom whether the premises or property of the insured contained therein shall be Damaged or not. Notwithstanding the indemnity period reflected

in the schedule, the indemnity period in respect of this extension shall not exceed 3 months subject to the limit of indemnity or R200 000 whichever is the lesser.

## **Bomb Evacuation Extension**

The defined Events referred to in the schedule are amended to include loss following interruption of or interference with the business during the period of insurance in consequence of use of or access to the premises being prevented by Bomb-Scare provided that:

- a. such use of or access to the premises is prevented on the order of the South African Police Services
- b. the maximum amount payable by the company will not exceed 10% of the sum insured under this section or a limit of indemnity of R200 000 whichever is the lesser
- c. the insured shall be responsible for the first R5 000 in respect of this extension

## **Accidental Damage**

The following defined event is added:

"Loss following interruption or interference with the business in consequence of Damage occurring during the period of insurance at the premises in respect of which payment has been made or liability admitted under defined event (i) of the Accidental Damage section of this policy (hereinafter termed Damage) provided that:

- a. the provision under any item of this section that the payment will be reduced proportionately if the amount insured by the item is not adequate, is deleted in respect of this defined event
- b. the company shall not pay more than the sum insured stated in the schedule of the Accidental Damage section for both this section and the Accidental Damage section combined.

## **Bilking**

Bilking means the failure on the part of the guest, to settle their account prior to their final departure from your premises. This does not cover bad debts or unpaid bills where the guest has previously stayed at your premises.

We will indemnify you up to the limit stated in the schedule in respect of any one event.

## **Damage to buildings by wild animal's 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

1. the sum insured shall not exceed the amount stated in the schedule.
2. the Insured shall be responsible for the first amount payable stated in the schedule.

## **Damage to contents by wild animals' extension**

This section extends to include loss of or Damage to contents 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. the Insured shall be responsible for the first amount payable stated in the schedule

## **Specific Exclusion**

### **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 or directly caused by physical loss of or physical Damage to tangible property at the premises of a customer or supplier of the insured.

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.

This Physical Damage Provision does not apply to the following extensions:

- Pollution, shark and animal attack / additional interruption extension
- Loss of specified tourist attraction extension
- Loss of Liquor Licence Extension
- Bomb Evacuation Extension
- Bilking



**ONE**

**ACCOUNTS RECEIVABLE** SECTION

## ACCOUNTS RECEIVABLE

### Defined events

Loss or damage as a result of accident or misfortune (hereinafter termed Damage) to Your books of account or other business books or records at the premises or at the residence of any director, partner or employee or the premises of any accountant of Yours, in consequence whereof You are unable to trace or establish the outstanding debit balances in whole or part due to them.

Provided that

Our liability shall not exceed the sums insured stated in the schedule and that the basis of indemnity will be as set out in the specification which forms part of this section.

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

We will also pay all reasonable collection costs and expenses incurred by You in excess of normal collection costs and expenses made necessary because of such Damage.

### Specific exceptions

We will not pay for:

- a. loss resulting from loss or damage to the books of account or other business books or records caused by
  - i. wear and tear or gradual deterioration or moths or vermin
  - ii. detention, seizure or confiscation by any lawfully constituted authority
  - iii. electrical or electronic or magnetic injury, disturbances or erasure unless You maintain the duplicate records referred to in the Duplicate records clause of this section, in which case You will be responsible for the first amount payable as stated in the schedule for each and every claim.
- b. loss caused by fraud or dishonesty of any principal, director, partner or employee of Yours.

### Specification

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

- a. the difference between
  - i. the outstanding debit balances
  - and
  - ii. the total of the amounts received or traced in respect thereofplus
- b. the additional expenditure incurred in tracing and establishing customers' debit balances after the Damage

provided that:

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

### Definitions

#### Outstanding debit balances

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

- a. bad debts
  - b. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the damage) to customers' accounts in the period between the date to which said last statement relates and the date of the Damage
- and

- c. any abnormal condition of trade which had or could have had a material effect on the business so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the Damage had the Damage not occurred.

## Clauses and memoranda

### Declarations

You shall, within 60 days of the end of each month or other agreed period, deposit with Us, signed statement showing the total amount outstanding in customers' accounts as set out in Your accounts as at the end of the said month.

### Adjustment

In consideration of the premium under this section being provisional in that it is calculated on 75 per cent of the sum insured, the premium will be adjusted as follows:

On the expiry of each period of twelve consecutive months from the inception date or anniversary date the actual premium shall be calculated at the rate per cent per annum on the average amount insured, i.e. the total of the sums declared divided by the number of declarations. If the actual premium is greater than the provisional premium, You shall pay the difference. If it is less, the difference shall be repaid to You, but such repayment shall not exceed 33,3 per cent of the provisional premium paid.

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

### Accountant's clause

Any particulars or details contained in Your books of account or other business books or records 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.

### Duplicate records (if stated in the schedule to be included)

You shall maintain duplicates of their books of account or other business books or records containing details of outstanding balances and such duplicates shall be stored at different premises from the originals.

### Protections (if stated in the schedule to be included)

Your books of account, or other business books or records containing details of outstanding balances, must be kept in a fire-resistant safe, cabinet or strong room outside business hours unless they are being worked on or are required for immediate reference.

### Transit extension (if stated in the schedule to be included)

The insurance under this section includes loss as defined to Your books of account or other business books or records whilst in transit to or from the premises or residence of any director, partner, employee or accountant of Yours.

### 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 damage directly occasioned by or through or in consequence of:

- a. civil 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, 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, d or e, loss or damage is not covered by this section, the burden of proving the contrary shall rest on You.

**ONE**

**THEFT** SECTION

---

## THEFT

### Defined events

Loss of or damage to all contents being Your property or for which they are responsible) of any insured building at Your 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 or accompanied by
    - i. a thief or thieves being concealed on Your 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 a duplicate key) provided that You shall establish to Our satisfaction that such a skeleton key or device was used
  - b. whilst in 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 to Us
    - 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 Your premises in the course of theft or any attempt thereat
    - ii. loss of buildings, landlord's fixtures and fittings at Your premises as a result of theft accompanied by forcible and violent entry into or exit from such building or any attempt thereat or as a result of theft, 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 provided that Our liability shall not exceed the amount stated in the schedule in respect of anyone 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 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 the amount stated in the schedule.
  - b. You will be responsible for the first amount payable as stated in the schedule for each and every claim.
4. The term all contents, includes personal effects, tools and pedal cycles which are Your property or any principal, partner, director or employee of Yours in so far as such property is not otherwise insured up to an amount stated in the schedule in the case of anyone person.
5. In addition to the limit of indemnity stated in the schedule
  - a. the insurance under this section includes
    - i. theft of parts and / or accessories and / or contents of static vehicles not in the open is subject to the entire vehicle being stolen at the same time.
    - ii. theft of static vehicles not in the open is subject to forcible, violent entry and or exit to premises, otherwise cover is excluded.
6. In addition to the limit of indemnity stated in the schedule
  - a. the insurance under this section includes
    - i. Theft of parts and / or accessories and /or contents of vehicles in the open at the premises is subject to the entire vehicle being stolen at the same time.
    - ii. Theft of vehicles in the open is subject to forcible, violent entry and or exit to premises, otherwise cover is excluded.
7. The insurance under this section includes costs necessarily incurred by the Insured in respect of the, erecting and maintaining boardings 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 amount as stated in the schedule,

8. Malicious Damage directly occasioned by or through or in consequence of the deliberate or willful or wanton act of any person committed with the intention of causing such damage **other than damage to:**
- a. We will not pay for any costs or expenses:
    - i. incurred in removing debris
    - ii. arising from pollution or contamination of property not insured by this policy/section.
  - a. movable property which is :
    - i. stolen
    - ii. damaged in an attempt to remove it or part of it from any premises owned or occupied by You:
  - b. 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
  - c. immovable property owned or occupied by You occasioned by or through or in consequence of:
    - i. the removal or partial removal or any attempt thereof
    - ii. 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:
- i. damage related to or caused by fire or explosion
  - ii. consequential or indirect 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, 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.
9. 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.

## 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 orders, current negotiable stamps and documents or certificates of negotiable nature
4. loss or damage in which any principal, partner, director or any member of Your household or any of Your employees is concerned as principal or accessory.
5. loss or damage of tools by theft or any attempt there at from any contract site or any other premises (including Your premises) after normal business hours unless the property insured is contained in a securely locked building and the loss is accompanied by forcible, visible and violent entry into or exit from the building containing the property insured.

## Specific condition

This section shall be voidable if the nature of the risk is materially altered without the prior written consent of the company

## Burglar alarm warranty (if stated in the schedule to be included)

It is a condition precedent to Our liability and warranted that

- A. the said alarm is to be a dual monitoring alarm whenever feasible (for the purposes of this requirement, dual monitoring shall mean that once the alarm is triggered a signal will be transmitted by two different methods to the control room of the company monitoring the alarm);
- B. if the company which installed the said alarm system operates an armed reaction unit, the contract for the said alarm shall include the armed reaction unit's services, where available;

- C. such alarm will be maintained in proper working order, but You shall be deemed to have discharged their liability of they have maintained their obligations under a maintenance contract with the installation/ service company of the alarm system;
- D. the control panel shall have an event log and the arming and disarming of the alarm is to be logged and after the occurrence of a claim, the insurer/s will be entitled to request full information of the relevant log;
- E. **Loss of or damage to the property following the use of the keys, the keypad code or the remote control of the burglar alarm or any duplicate thereof belonging to You is not covered** unless such keys, keypad code or remote control has been obtained by violence or threat of violence to any person or such keys, keypad code or remote control was obtained by theft.



**ONE**

**MONEY** SECTION

## MONEY

### Defined events

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

### Extensions

#### 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, shall not exceed the amount stated in the schedule.**

#### 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 Your premises following upon the disappearance of any key to such receptacle or following upon Your 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 the amount stated in the schedule in respect of anyone event
- b. We shall not be liable for the first amount payable stated in the schedule for each and every event.

#### 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. civil 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 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
- 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 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.

## 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.

## 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 stated in the schedule.

## Personal accident (assault) extension

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 principal, partner, director or employee of You (hereinafter in this extension referred to as such person) while such person is acting in the course of his duties in Your employ We will pay to You the sum or sums stated in the schedule on behalf of such person or his estate 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 |
|    |   | <b>Percentage of capital sum insured</b>    |
| 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 disability from following usual occupation or any other occupation for which such person is fitted by knowledge or training   | 100   |
| f. | loss of four fingers  | 0   |
| g. | loss of thumb (one or both phalanges)   | 25  |
| h. | loss of index finger (one, two or three phalanges)  | 10  |
| i. | loss 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   |
| 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 bringing such person to a place of safety) incurred within 24 months of the defined event. |   |

## Memoranda (applicable to permanent disablement benefits)

- a. where the injury is not specified, We will pay such sum as in its 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 per cent 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 such person

provided that

- a. We shall not be liable to pay in respect of anyone such person more than the capital sum plus the sums specified under items 3 and 4
- b. the sum specified under item 3 shall be payable only for the duration of the incapacity of such person and shall not be payable for more than 104 weeks 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
- c. compensation payable under item 4 shall be reduced by an amount equal to the compensation received or receivable under any workmen's compensation enactment in respect of any treatment for which compensation is payable under item 4
- d. this extension shall not apply to any such person under 15 or over 70 years of age
- e. 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 its satisfaction
- f. general exception 2 and general conditions 2 and 9, do not apply to this extension
- g. in respect of this extension only general exception 1, is deleted and replaced by the following:

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

## Extensions 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 thereof
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 Us 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.
3. We will indemnify You for the cost of treatment of any principal, partner, director or employee of Yours undergoing treatment by a registered psychologist as a result of their having been psychologically traumatised as a direct result of violence or threat of violence during theft, attempted theft or hijack.

The indemnity under this extension is limited to 10% of the death compensation limit stated in the schedule in respect of any one claim or series of claims from one event.

## Specific exceptions

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

1. arising from dishonesty of any principal, partner, director or person or persons 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 key holder or some other person with the collusion of the key holder and You can prove to Our satisfaction that the key holder or such other person had used the keys to open the safe or strong room,
4. in an unlocked safe or strong room whilst the portion of the premises containing such safe or strong room is unattended, but this exception will not apply if it can be shown to Our satisfaction that the key holder to the safe or strong room deliberately left it unlocked with the intention of allowing the money to be stolen
5. not contained in a locked safe or strong room whilst the portion of the premises containing such money is unattended, but this exception will not apply if it can be shown to 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 being used by You unless a principal, partner, director or employee of Yours 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.

Specific exceptions 3, 4, 5 and 6, do not apply up to an amount of R3 000 and such losses shall not be reduced by any first amount payable

### Memoranda

1. Loss of or damage to money as insured under this section arising from dishonesty of any principal, partner, director or person in the employ of Yours (such person), as defined under this section, shall be subject to the compulsory first amount payable as stated in the schedule in respect of an event involving any such person or any number of such persons acting in collusion.
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 the first amount payable or co-insured clause under the fidelity section of the policy or any other fidelity insurance.

### Specific condition

This section shall be voidable if the nature of the risk is materially altered without the prior written consent of the company.

### Burglar alarm

It is a condition precedent to the viability of the Insurer/s in respect of loss of or damage to Your property (or for which they are responsible) by theft or any attempt thereat from any insured building stated in the schedule that the alarm as required by Us is set and armed and made fully operative whenever the protected building/s is/are not open for business (unless a principal, partner, director or employee of Yours is in the protected building/s) and it is warranted that:

- A. the said alarm is to be a dual monitoring alarm whenever feasible (for the purposes of this requirement, dual monitoring shall mean that once the alarm is triggered a signal will be transmitted by two different methods to the control room of the company monitoring the alarm);
- B. if the company which installed the said alarm system operates an armed reaction unit, the contract for the said alarm shall include the armed reaction unit's services, where available;
- C. such alarm will be maintained in proper working order, but You shall be deemed to have discharged their liability if they have maintained their obligations under a maintenance contract with the installation/ service company of the alarm system;
- D. the control panel shall have an event log and the arming and disarming of the alarm is to be logged and after the occurrence of a claim, the insurer/s will be entitled to request full information of the relevant log;
- E. loss of or damage to the property following the use of the keys, the keypad code or the remote control of the burglar alarm or any duplicate thereof belonging to You is not covered unless such keys, keypad code or remote control has been obtained by violence or threat of violence to any person or such keys, keypad code or remote control was obtained by theft.

**ONE**

**BUSINESS ALL RISKS** SECTION

## BUSINESS ALL RISKS

### 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 of or damage to property resulting from or caused by
  - i. theft from any unattended vehicle in Your custody or control or any principal, partner, director or employee of Yours 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
- a. it's undergoing a process of cleaning, repair, dyeing, bleaching, alteration or restoration
  - b. inherent vice or defect, vermin, insects, damp, mildew or rust
  - c. the dishonesty of any principal, partner, director or employee of Yours whether acting alone or in collusion with others
  - d. detention, confiscation or requisition by customs or other officials or authorities
  - e. breakage of articles of a brittle nature, unless such breakage is caused by burglars, thieves or fire
2. wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded
  3. mechanical, electronic or electrical breakdown, failure, breakage or derangement unless caused by an accident or misfortune not otherwise excluded
  4. loss of or damage to cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind
  5. loss of or damage to goods consigned under a bill of lading.
  6. loss or damage to tools by theft or any attempt there at from any contract site or any other premises (including the insured's premises) after normal business hours unless the property insured is contained in a securely locked building and the loss is accompanied by forcible, visible and violent entry into or exit from the building containing the property insured. **Loss by theft which is not identifiable with a specific incident of theft.**

### Specific conditions

#### Average

If the total value of property insured which is not separately and individually specified is, at the time of the happening of any loss or damage to such property, of greater value than the sum insured thereon, 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.

**Electrical Power surge or lightning strikes**

All loss or damage to Your machinery, electronic or electrical property insured, by power surges or lightning strikes will be subject to an additional first amount payable:

- a. 10% of claim min R2 000 if the main electrical distribution board of the Property is protected with a surge protector, lightning arrestor 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.

**Specific extensions****Increase in cost of working extension (if stated in the schedule to be included)**

The insurance under this item is limited to expenditure not otherwise recoverable under this section, necessarily and reasonably incurred as a result of loss of or damage to property for which payment is made or liability therefore is admitted under this section, for the purpose of maintaining the normal operation of the business.

**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

**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. civil 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 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, 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 the Insured.



---

## Specific condition

This section shall be voidable if the nature of the risk is materially altered without the prior written consent of the company.

## Burglar alarm warranty

It is a condition precedent to the viability of the Insurer/s in respect of loss of or damage to Your property (or for which they are responsible) by theft or any attempt thereat from any insured building stated in the schedule that the alarm as required by the Insurer/s is set and armed and made fully operative whenever the protected building/s is/are not open for business (unless a principal, partner, director or employee of Yours is in the protected building/s) and it is warranted that:

- A. the said alarm is to be a dual monitoring alarm whenever feasible (for the purposes of this requirement, dual monitoring shall mean that once the alarm is triggered a signal will be transmitted by two different methods to the control room of the company monitoring the alarm)
- B. if the company which installed the said alarm system operates an armed reaction unit, the contract for the said alarm shall include the armed reaction unit's services, where available
- C. such alarm will be maintained in proper working order, but You shall be deemed to have discharged their liability or they have maintained their obligations under a maintenance contract with the installation/ service company of the alarm system
- D. the control panel shall have an event log and the arming and disarming of the alarm is to be logged and after the occurrence of a claim, the insurer/s will be entitled to request full information of the relevant log
- E. **Loss of or damage to the property following the use of the keys, the keypad code or the remote control of the burglar alarm or any duplicate thereof belonging to You is not covered** unless such keys, keypad code or remote control has been obtained by violence or threat of violence to any person or such keys, keypad code or remote control was obtained by theft.

## Consequential loss

### Defined events

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

#### 1. Increased cost of working

The insurance under this item is limited to the additional expenditure necessarily and reasonably incurred by 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 cover provided for in item 2, of this section, Basis of Indemnification
- b. the intrinsic value (including reinstatement value) of the property insured under item A, of this section, Basis of indemnification).

#### 2. 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 are lost as a result of accidental erasure (which shall include the events defined in the indemnity clause to item A, of this section) or by theft or by the deliberate, wilful or wanton intention of causing the cancellation or corruption of data or programs as provided for under item A, of this section

- a. in respect of each and every event or series of events arising out of or in connection with one original cause or source indemnifiable by this item, We shall bear the amount stated in the schedule as the first amount payable
- b. where You elect to insure programs (software), a schedule of such programs shall be lodged with Us at the commencement of each period of insurance.

## Basis of indemnification – Specific to Consequential Loss

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 there from 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

- a. 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
- b. 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
- c. **these conditions shall be without force or effect if**
  - i. **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) its intention to replace or reinstate the property insured**
  - ii. **You are unable or unwilling to replace or reinstate the property insured on the same or another site**
- d. at Our sole option, following commercial and technical appraisal by Our representative, the period referred to in the definition of new property may be extended (on an annual basis from renewal date) subject always to such extension of period being admitted by memorandum to this 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.

B. In respect of 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 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

- a. 20% (twenty per cent) for the first year after the date of purchase and
- b. 10% (ten per cent) per year for each succeeding year subject always to a minimum indemnity of 40% (forty per cent) of the current new replacement value of the nearest equivalent property.

**ONE**

**GLASS** SECTION

## 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 Republic 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.

**ONE**

**FIDELITY** SECTION

## FIDELITY

### Defined events

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

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 other than gain by an employee in the form of salary, salary increases, fees, commissions, bonuses, promotions or other emoluments,

provided that:

- a. We are not liable for all losses which occurred more than 24 months prior to discovery
  - b. all losses are discovered not later than 12 months after the termination of:
    - i. this section, or
    - ii. section in respect of any insured employee concerned in a loss, or
    - iii. the employment of Your employee or the last of Your employees concerned in a loss whichever occurs first.
  - c. blanket basis –Our liability for all losses shall not exceed the sum insured stated in the schedule whether involving anyone employee or any number of employees acting in collusion or independently of each other
  - d. 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.
1. Renewal of this insurance from period to period or any extension of any period of insurance shall not have the effect of accumulating or increasing 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 12-month period of insurance calculated from inception or renewal;
  2. The term "dishonest personal financial gain" shall not include gain by an employee in the form of salary, salary increases, fees, commissions, bonuses, promotions or other emoluments.
  3. The amount payable during any one period of 12 consecutive months from inception or anniversary date shall not exceed the sum insured stated in the schedule at the said inception or anniversary date as the case may be (or double the sum if the "reduction/reinstatement of Your amount clause" applied)

If the sum insured is increased, the 12 consecutive months applies from the anniversary date. Any reinstatement between the date of increase and the anniversary date shall not exceed twice the sum insured.

### Definition

#### Employee shall mean:

- a. any person while employed under a contract of service with or apprenticeship to 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 partner in or of Yours to the extent that such partner would benefit by indemnity granted under this policy
    - ii. any principal, director or member of Yours unless such director or 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:
  - a. manipulation of
  - b. Input into
  - c. suppression of input into

- d. destruction of
- e. alteration of

any computer program, 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.

- 4. We shall only be liable to the extent of the participation/shareholding of any uninvolved partners/principals/directors or members for an insured event in which any partner/principal/director or member of Yours is or has been directly involved.

This specific exception only applies to partnerships, proprietary companies or close corporations.

### Specific conditions

- 1. We 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 surety ship, 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 You to the extent of his coinsurance in terms of item b, of the compulsory first amount payable clause.

### Clauses and extensions

#### 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.

#### Extended cover for past employees' extension

Any person who ceases to be an employee shall, for the purposes of this section, be considered as being an employee for a period of 30 days after he in fact ceased 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 shorter period 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 shorter period 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 or the amount insured by the superseded insurance whichever is the lesser;
- 4. in the event of the defined events involving one employee or any number of employees occurring during both the currency of this section and that of the superseded policy, the maximum amount payable shall not exceed the amount insured by this section at the time of discovery of the defined events;



5. this extension will not apply to defined events which occurred more than the number of years stated in the schedule before inception of this section;
6. We are not liable for any loss which occurred more than 24 months prior to discovery.

**Other insurances**

It is a condition of this section that other than:

- a. a money policy
- b. a policy declared to Us at inception or renewal or at the 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 in respect 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:

- a. manipulation of
- b. input into
- c. suppression of input into
- d. destruction of
- e. alteration of

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

**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 in 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	
	If losses are discovered more than 12 months after being committed but not more than 24 months thereafter.	If policy has been extended to cover that part of losses discovered more than 24 months after being committed but not more than 36 months thereafter
Compulsory (Paragraph a)	From 2% to 4%	From 2% to 4%
Compulsory (Paragraph b)	From 10% to 15%	From 10% to 15%
Computer Losses	From 20% to 30%	From 20% to 35%

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

**Voluntary first amount payable clause (if stated in the schedule to be included)** In addition to the amount payable by You under the compulsory first amount payable clause, You shall be responsible for the difference between such amount and the amount stated in the schedule as the voluntary first amount payable provided such voluntary amount exceeds the compulsory amount.

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

- a. the maximum amount payable by Us for all insured employees shall not exceed double the sum insured shown in the schedule
- b. You pay additional premium calculated in terms of the following formula:  
Twelve times the monthly premium for policies with monthly periods of insurance and four times the quarterly premium or twice the bi-annual premium for policies with quarterly or half-yearly periods of insurance respectively in force at time of discovery of loss multiplied by the Amount of claim payment divided by the 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 respect of whose dishonest or fraudulent acts the claim is made, of that part of the loss which exceeds the sum insured hereunder. All amounts recovered by You in excess of the said part of the loss shall be for Our benefit and Yours to the extent of his 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)**

In consideration of the payment of an additional premium, Proviso 1 a, of the defined events is restated to read:

- a. We are not liable for all losses which occurred more than 36 months prior to discovery
- b. 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)**

1. In consideration of the accounting firm named in the schedule having conducted a satisfactory audit of Your systems of:
  - a. control
  - b. fraud dishonesty and theft detection,
 and subject to Your implementing and maintaining all the recommendations contained in such audit:
  1. proviso 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	From 2% to 3%
Compulsory Paragraph b	From 10% to 12,5%
Computer Losses	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.

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 or legislation of the Republic of South Africa require such action to be taken.
2. Non-disclosure of his own fraud or dishonesty or that of others with whom he is in collusion by the person signing any proposal form or giving renewal or other instructions shall not prejudice any claim under this section.
3. General exceptions 1 and 2, and general condition 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.

# ONE

**GOODS IN TRANSIT** SECTION

(Transporting goods for 3rd parties is excluded)

---

## 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

1. 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 theft from any unattended vehicle in Your custody or control or any principal, partner, director or employee of Yours-unless:**
  - a. the property was Concealed and there is evidence of violent and forcible entry into the insured's Vehicle, or
  - b. 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 be 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
- c. inherent vice or defect, vermin, insects, damp, mildew or rust
- d. the dishonesty of any principal, partner, director or employee of Ours whether acting alone or in collusion with others
- e. detention, confiscation or requisition by customs or other officials or authorities
- f. or arising whilst in transit by sea or inland transit incidental thereto
- g. 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 Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, 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.

### 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.

### 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.

**ONE**

**ACCIDENTAL DAMAGE SECTION**



## ACCIDENTAL DAMAGE

### Defined events (i)

Accidental physical loss of or damage to Your property at or about the premises not otherwise insured or for which insurance is available and described (whether incorporated in this policy or not) in terms of any section (other than Business All Risks) 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:

1. any peril excluded or circumstance 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
2. more than the individual value of any item forming part of a pair, set or collection without regard to any special value such item may have as part of such pair, set or collection
3. detention, confiscation, attachment, destruction or requisition by any lawfully constituted authority or other judicial process
4. unexplained disappearance or shortage only revealed during or after an inventory or errors or omissions in receipts, payments or accounting, or misfiling or misplacing of information
5. loss of or damage to insured property caused by
  - a. any fraudulent scheme, trick, device or false pretence practised on You (or any person having custody of Your property) or fraud or the dishonesty of any principal or agent of Yours
  - b. overheating, implosion, cracking, fracturing, welds failure, nipple leakage or other failure. This exception applies only to vessels, pipes, tubes or similar apparatus
  - c. breakdown, electrical, electronic and/or mechanical derangement
  - d. altering, bleaching, cleaning, dyeing, manufacture, repair, restoring, servicing, renovating, testing or any other work thereon
  - e. 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
  - f. denting, chipping, scratching or cracking not affecting the operation of the item
  - g. termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions or the action of light
6. settlement or bedding down, ground heave or cracking of structures or the removal or weakening of support to any insured property
  - 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
7. failure of and/or the deliberate withholding and/or lack of supplies of water, steam, gas, electricity, fuel or refrigerant
8. collapse of plant and machinery, buildings and structures (other than shelving or storage platforms).

### 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 Kruger rands 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, 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, motor cycles, 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), tunnels, cables (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 disks 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.

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

Accidental physical loss of or damage to Your 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

#### 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 includes:

- 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 Your 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 from 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 Your 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 Us 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 Us assuming any additional hazard.

## Specific extensions

### Average (if stated in the schedule to be included)

If, on the occurrence of an insured event, the value of Your 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.

### 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.

### 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 requirements of Yours 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 payable if this memorandum had not been incorporated in this section, until expenditure has 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 which would have been incurred in replacement or reinstatement if the whole of Your 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 failed to intimate to us within six months of Your event or such further time as we may allow in writing their 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.

### 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.

### 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 or Office Contents sections of this policy 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 surge protector, 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 surge protector, or other protection device installed by a qualified electrician and certified to be compliant with SANS 10142-1 regulations.

**ONE**

**EMPLOYERS LIABILITY** SECTION

## EMPLOYERS 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 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 anyone 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:

- a. any business carried on by You at or from premises outside
- or
- b. any contract for the performance of work outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, 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. damages and costs and expenses of litigation in respect of:
  - 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 expenses of litigation recovered by any claimant from You which are not incurred in and recoverable in the area described in d, ii, 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. 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)
- h. any liability arising out of or in connection with sexual molestation in any form, be that rape; sexual harassment; sexual assault or any other form whatsoever; howsoever that molestation might occur and irrespective the identity or occupation of the perpetrator or perpetrators.
- 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 of Our cancelling or refusing 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 nonrenewal, 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.

**ONE**

**STATED BENEFITS** SECTION



## 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

<b>Permanent disability</b> shall mean compensation	<b>Percentage of Compensation</b>
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

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

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 quadruccycling 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.

**ONE**

**ELECTRONIC EQUIPMENT** SECTION

## 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

- 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.

#### 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 payable as stated in the schedule in respect of sub-section A, of each and every event giving rise to a claim. Where more than one item of property insured suffers physical loss or damage in any one event, the first amount payable shall be the highest single amount applicable to such property insured
2. derangement unless accompanied by physical damage otherwise covered by this section
3. loss or damage recoverable in terms of any maintenance and/or leasing agreement effected by or on Your behalf covering Your 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 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, disks 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. loss
  - a. by theft or by disappearance of the property insured unless accompanied by forcible and violent entry into or exit (or any attempt thereat) from that part of the building occupied by You at Your premises described in the schedule or as a result of theft or any attempt thereat, following violence or threat of violence
  - b. of the property insured by theft during transit or whilst temporarily removed from Your premises unless identifiable by You with a specific incident which has been immediately reported to the police and Us.
  - c. We shall not indemnify You for the theft of the property insured from any unattended motor vehicle 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 be 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
10. **loss of or damage to property resulting from or caused by inherent vice or defect vermin insects damp mildew or rust.**

## **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 there from 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
- a. 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
  - b. 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
  - c. **these conditions shall be without force or effect if**
    - i. **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) its intention to replace or reinstate the property insured**
    - ii. **You are unable or unwilling to replace or reinstate the property insured on the same or another site**
  - d. at Our sole option, following commercial and technical appraisal by Our representative, the period referred to in the definition of new property may be extended (on an annual basis from renewal date)
-

---

subject always to such extension of period being admitted by memorandum to this 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.

- B. In respect of 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 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

- a. 20% (twenty per cent) for the first year after the date of purchase and
- b. 10% (ten per cent) per year for each succeeding year subject always to a minimum indemnity of 40% (forty per cent) of the current new replacement value of the nearest equivalent property.

### **3. 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 or damage accordingly. Each item of this section (if more than one) to which these conditions apply shall be separately subject to this provision.

### **4. 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

### Electrical Power surge or lightning strikes

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

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

### Fire brigade 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 property insured and will be payable in addition to any other payment for which We 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 pays 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 subsection of the section.

## Sub-section B (Consequential loss)

### Defined events

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

#### 1. Increased cost of working

The insurance under this item is limited to the additional expenditure necessarily and reasonably incurred by 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 cover provided for in item 2, of this sub-section
- b. the intrinsic value (including reinstatement value) of the property insured by sub-section A of this section.

#### 2. 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 are lost as a result of accidental erasure (which shall include the events defined in the indemnity clause to sub-section A, of this section) or by theft or by the deliberate, wilful or wanton intention of causing the cancellation or corruption of data or programs as provided for in sub-section A, of this section

- a. in respect of each and every event or series of events arising out of or in connection with one original cause or source indemnifiable by this item, We shall bear the amount stated in the schedule as the first amount payable



- 
- b. where You elect to insure programs (software), a schedule of such 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 with the number of hours/days detailed in the schedule as the time excess after the occurrence of the accident and ending not later than the expiry of the period detailed in the schedule as the indemnity period after such occurrence.

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

### Accident

1. (Applicable to increased cost of working only) physical loss of or damage to the property insured described in the schedule from any cause as provided for under sub-section A of this section, liability under which sub-section shall, except for the provisions relating to the first amount payable or the maintenance/lease agreements, be a condition precedent to liability hereunder.
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. the deliberate act of Yours or any supply authority
  - b. drought or shortage of fuel at any electricity utility.Special conditions applicable to failure of the public supply of electricity
  - a. Our liability shall not exceed the sum insured by this sub-section.
  - b. 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 anyone accident or series of accidents arising out of or in connection with anyone event. In the event of the payment by Us of any sum or sums in discharge of Our liability in terms of this sub-section, 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 penalties**

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

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.

## Clauses and extensions

### 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. additions, alterations 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).

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

Subject to the limits specified in the schedule, 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 12 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 limits specified in the schedule 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 Telecommunication Access Lines and 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 24 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.

**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

**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.

---

## General memoranda

### Memo 1- 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.

### Memo 2 - Prevention of access

If, during the indemnity period, the business at the premises is interrupted or interfered with in consequence of Yours being prevented from having access to the property insured situated at the premises caused by damage to property within a 10 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

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

### Memo 3 - Territorial limits

The Territorial Limits in respect of laptops, notebooks/palm top computers as well as all other portable computer equipment temporarily located outside of the premises specified in this policy shall be deemed to be worldwide.

### Special exception (sub-sections A and 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 to the contrary contained in the policy, the indemnity by sub-sections A and 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 b) of this section

3. the cover afforded hereunder shall be restricted to
  - a. parts or components of the electronic system which are not indemnifiable under sub-section A, hereof
  - b. programs or data reinstated not indemnifiable under (item b) of sub-section B, hereof;
4. the indemnity by this extension shall, in respect of anyone event, be limited in the aggregate to twenty per cent (20%) of the applicable total sum insured under sub-section A, (the limit of indemnity) and sub-section B, (item b) or R25 000 whichever is the lesser

**ONE**

**MACHINERY BREAKDOWN** SECTION

## MACHINERY BREAKDOWN

### Defined Events

Any unforeseen and sudden physical damage to the machinery described in the schedule from any cause:

- a. whilst it is at work or at rest
- b. whilst being dismantled for the purpose of cleaning, inspection and overhaul or removal to another position or in course of these operations themselves or subsequent re-erection.

Within Your Premises

### Exceptions

We shall not be liable to indemnify You, the irrespective of the original cause in respect of:

1. the amount specified in the Schedule as the first amount payable
2. damage due to fire, direct lightning, explosion, extinguishing of a fire or subsequent demolition, impact by animals or road vehicles, aircraft or other aerial devices or articles dropped there from, sonic shock waves, thefts or attempts thereat, collapse of buildings, storm, flood, inundation, escape of water from water-containing apparatus, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption or similar natural catastrophes
3. damage due to the imposition of abnormal conditions directly or indirectly resulting from testing, intentional overloading or experiments
4. damage for which a supplier, contractor or repairer is legally responsible by contract or otherwise. If such responsibility is denied and the loss is otherwise insured by this Policy We will pay for the loss and in accordance with General Condition 7, b, will be entitled to indemnity subsequently obtained from the supplier, contractor or repairer
5. damage due to faults or defects known to You or any of his responsible employees at the time the contract was arranged and not disclosed to Us
6. damage to:
  - a. foundations and masonry unless specifically included in and described in the Schedule or Machinery
  - b. exchangeable and replaceable parts such as bits, drills, knives, saw blades
  - c. dies, moulds, patterns, blocks, stamps, punches, coatings or engravings on cylinders and rolls
  - d. parts which by their use and/or nature suffer a high rate of wear or depreciation such as crushing, hammering or grinding surfaces, wear plates, screens and sieves, flexible pipes, joining and packing materials, filter cloths, wheels, ropes, belts, straps, elevator and conveyor belts or bands, cables other than electrical conductors, brushes, batteries, tyres, refractory materials, fire bars, burner jets
  - e. operating materials such as fuels, chemicals, filter substances, heat transfer media, cleansing agents, lubricants, oils, catalysts
7. repair or replacement necessitated by wear, corrosion, erosion, deposits of scale, sludge or other sediment or any other direct consequences of progressive or continuous influence from working or atmospheric or chemical action, rust or scratching of painted or polished surfaces;
8. damage to materials in course of process unless specifically included
9. consequential loss or liability except as otherwise proved.

### Basis of Indemnity

- a. In cases where damage to an Insured item can be repaired – We will pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by You, We will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.
- b. No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage will be taken into account.

- c. If the cost of repairs as detailed herein above equals or exceeds the actual value of the Machinery Insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in d, below.
- d. In cases where an Insured Item is destroyed, We will pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection and customs duties, if any, provided such expenses have been included in the Sum Insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. We will also pay any normal charges for the dismounting of the machinery destroyed, but the salvage will be taken into account.
  - i. Any extra charges incurred for overtime, night-work on public holidays, express freight, are covered by this insurance only if specifically agreed in writing.
  - ii. **The cost of any alteration, additions, improvements or overhauls shall not be recoverable under this policy.**
  - iii. The costs of any provisional repairs will be borne by Us if such repairs constitute part of the final repairs, **and do not increase the total repair expenses.**
  - iv. We will make payments only after being satisfied by production of the necessary bills and documents that the repairs have been affected or replacement has taken place, as the case may be.
  - v. We may at its option repair, reinstate or replace any item lost or damage or pay the amount of the loss or damage in money.
  - vi. The amount of liability shall not exceed in respect of each or any of the items specified in the Schedule the sum set opposite thereto respectively.

## Special Conditions

### 1. Alterations to working conditions

Notice of any intended alteration to or departure from normal working conditions which would affect the risk of damage to the machinery specified in the schedule must be given to Us. **If We cannot approve the alteration or departure from normal working conditions, We may cancel the insurance in respect of the machinery concerned making an appropriate return of premium.**

### 2. Access

You shall allow Our authorised representatives to examine Your 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 Our request restore the risk to normal within a reasonable time. Failing which We 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 his power to salvage Your items and ensure their preservation
- b. may proceed with the repair of the machinery, provided that:
  - i. he complies with 3 a, above
  - ii. the carrying out of the repair is without prejudice to any question of liability
  - iii. any damaged part requiring replacement is kept for inspection by Us.

### 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 Our payment of any sum or sums in discharge of Our 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 Us 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 or lightning strikes**

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

- a. You will be responsible for 10% of claim min R2 000 if the main electrical distribution board of the Property is protected with a surge protector, lightning arrestor or other protection device installed by a qualified electrician and certified to be compliant with SANS 10142-1 regulations,
- b. You will be responsible for 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.



**ONE**

**INTERRUPTION FOLLOWING  
BREAKDOWN SECTION**

## INTERRUPTION FOLLOWING BREAKDOWN

### Defined events

If during the period of insurance covered by this section or any renewal thereof any machinery as described in the machinery breakdown schedule and used by You at the premises for the purpose of the business be affected by accident (as hereinafter defined) and the business carried on by You at the premises be in consequence thereof interrupted or interfered with.

**We will indemnify You** subject to the Terms, Exceptions and Conditions contained herein for the amount of loss resulting from such interruption or interference in accordance with the provisions contained in the specification hereto.

### Definitions

#### Accident

Unforeseen and sudden physical damage to the machinery described in the machinery breakdown schedule of this section from any cause as provided under the machinery breakdown section of this policy (covering the item against damage) liability under which section shall, except for the provision of the condition relating to the first amount payable, be a condition precedent to liability hereunder.

#### 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 accident 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 accident but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided; less any sum saved during the Indemnity period 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 accident,

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 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 accident fall short of the standard turnover;
- b. **in respect of increase of 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 accident but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided; less any sum saved during the Indemnity period in respect of such of Your standing charges as may cease or be reduced in consequence of the accident,

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.

### **Memoranda**

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 standing charges.

### **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.

### **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 stocks shall be arrived at in accordance with Your normal accountancy methods, due provision to 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

to which such adjustment 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 accident or which would have affected the business had the accident not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonable practicable the results which, but for the accident, would have been obtained during the relative period after the accident.

### **Standard turnover**

The turnover during the period in the 12 months immediately before the date of the accident which corresponds with the Indemnity period.

### **Annual turnover**

The turnover during the 12 months immediately before the date of the accident.

---

**Rate of gross profit.**

The rate of gross profit earned on the turnover during the financial year immediately before the date of the Accident

**Note** If the accident occurs before the completion of the first Year's trading of the business at the premises, the value of bracketed terms shall be calculated by using Values proportionate to the results obtained during the period between the Commencement of the business and the date of Accident.

**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 shown in the schedule after the occurrence of the accident and ending not later than the expiry of the period shown in the schedule after such occurrence.

**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 done and concur in doing and permit to be done all things which may be reasonable practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss and in the event of a claim being made under this section shall, not later than thirty days after the expiry of the Indemnity period, or within such further time as 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.**

**Memoranda****1. Sales and services**

If during the indemnity period goods shall be sold or serviced shall be rendered elsewhere than at the premises for the benefit of the business either by You or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the turnover during the indemnity period.

**2. Premium rebate**

In the event of the gross profit earned during the accounting period of 12 months most nearly concurrent with any period of Insurance as certified by Your professional accountants being less than the sum insured thereon a pro rata return of premium not exceeding fifty percent of the premium paid on such sum Insured for such period of insurance will be made in respect of the difference. Where the indemnity period exceeds 12 months the amount of gross profit shall for the purpose of this calculation be adjusted in the proportion which the indemnity period bears to 12 months.

**3. Additions, alterations and improvements**

**We shall not be liable in respect of any part of an interruption or interference due to additions, alterations or improvements being effected to the damaged item on the occasion of its repair. The indemnity period shall be exclusive of any time deducted by virtue of this clause.**

**4. Claims preparation costs**

The insurance under any specified item covering claims preparation costs is limited to the reasonable charges payable by Your professional accountants for producing any particulars or details contained in Your books of account or other business books or documents or such other proofs information or evidence as may be required by Us under the terms of General Condition 6 of this policy and reporting that such particulars or details are in accordance with Your books of account or other business books or documents.

5. **Professional accounts report**

Any particulars or details contained in Your books of account or other business books or documents which may be required by Us under Condition 6 of this policy for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for You and their report shall be prima facie evidence of the particulars and details to which such report relates.

6. **Payments on account**

In the event of loss as insured by this policy payments on account will be made to You with Our consent during the indemnity period if desired.

7. **Accumulation of stocks**

In adjusting any loss account shall be taken and an equitable allowance made if any shortage in turnover due to the accident is postponed by reason of turnover being temporarily maintained from accumulated stocks of finished goods in warehouses or depots during the period of indemnity.

Any additional expenditure incurred in replacing such stocks shall be deemed to be increase in cost of working as defined in the policy subject always to the limitations of such definition.

8. **Standby machinery**

Warranted by You that any item of plant or machinery insured by this policy against which the word "standby" appears in the schedule shall be maintained as standby available for immediate use in the event of the failure of the plant or machinery to which it is standby.

9. **Departments clause**

If the business be conducted in departments the independent trading results of which are ascertainable the provisions of clause a and b of item no. 1, shall apply separately to each department affected by the accident except that if the sum insured by the said item be less than the aggregate of the sums produced by applying the rate of gross profit for each department of the business (whether affected by the accident or not) to the relative annual turnover thereof the amount payable shall be proportionately reduced.

10. **Reinstatement of loss**

The Sum Insured will not be reduced by the amount of any loss but You will pay an additional premium on the amount of such loss pro rata from the date of the accident to the period of insurance

# ONE

DETERIORATION OF STOCK FOLLOWS  
MACHINERY BREAKDOWN SECTION

## DETERIORATION OF STOCK

### Defined events

The insurance is in respect of deterioration of the goods described in the schedule from any cause not hereinafter excepted within the refrigeration chamber(s) at Your premises resulting from:

- a. unforeseen and sudden physical damage to the machinery specified from any cause as provided under the machinery breakdown section of this policy (covering the item against damage) liability under which section shall except for the provision of the condition relating to the first amount payable be a condition precedent to liability hereunder
- b. contamination by refrigerant as a result of physical damage to the refrigeration installation
- c. accidental failure of the public supply of electricity as the result of a defined event (at the terminal ends of the supply authorities service feeders at the premises) **not occasioned by the deliberate act of any supply authority, by the exercise of any such authority of its power to withhold or restrict supply, nor by a scheme of rationing or drought.**

### Exceptions:

- a. **The amount specified in the Schedule as the first amount payable.**
- b. **Any loss arising as a result of shrinkage, inherent defects or diseases, natural deterioration or natural putrefaction of the stored goods.**
- c. **Any loss arising from improper storage, damage to packing material, insufficient circulation of air, non-uniformity of temperature.**
- d. **Any loss caused by temporary repair of the refrigeration machinery specified in the list of machinery which is carried out without Our consent.**
- e. **Penalties for delay consequential loss or damage or liability of any nature whatsoever.**

### Sum insured

- a. It is a requirement of this insurance that the sum insured shall be equal to the estimated maximum cost price obtainable for the stored goods during any period of insurance.
- b. If the sum insured is less than the amount required to be insured, We will pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

### Basis of loss settlement

We will indemnify You in respect of such deterioration as hereinafter provided up to an amount not exceeding in any one period of insurance in respect of each of the items specified in the schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the schedule as insured hereby. Provided always that said goods belong to You at the time of the loss and such goods are contained in the refrigeration chamber(s) connected to said machinery.

### Specified conditions

1. You shall obtain and produce the appropriate certificates from Public Health or similar authorities in support of any claim for deteriorated goods.
2. The sum insured shall be reduced by any indemnity paid under this section for the remaining policy period unless it has been reinstated by payment of an additional premium on a pro rata basis.
3. It is a requirement of this insurance that:
  - a. a firm arrangement is made for competent specialists to maintain and adjust the machinery at regular intervals or
  - b. maintained by Your own maintenance personnel, and written records of inspections and repairs to be kept.

## Extension

### Contamination and pollution of wine stocks extension (If stated in the schedule to be included)

This insurance is extended to cover sudden and accidental pollution of wine (including packaging) arising from an occurrence defined herein to any controlled environment system and ancillary machinery or cold store including occurrences where the refrigeration units or cold stores fail to operate at their normal efficiency.

#### Provided that:

- a. the liability of the insurers shall not exceed the limit stated in the schedule
- b. the Insurers shall not be liable for consequential loss or liability due to or arising from the deterioration or putrefaction of the goods.

#### Occurrence shall mean:

Sudden and accidental pollution of wine including destruction on the grounds of health hazard or any order of Government of local authority) as a result of:

- a. sudden and unforeseen electrical and/or mechanical damage to the Controlled environment System
- b. malfunction of the Controlled Environment System
- c. escape of refrigerant or contamination of the property Insured
- d. failure of the supply of electricity
- e. error and/or omission of any of Your employees.

For the purpose of this extension the basis of valuation in respect of wine is deemed to be the selling price.



**ONE**

**CANCELLATION OF TOUR** SECTION

## CANCELLATION OF TOURS

### Defined Events

The insurance provided by this section shall cover, a financial loss following the interruption of the business as a direct result of:

- A. The loss of the value of deposits received for the reservation:
  - 1. in consequence of returning or refunding such deposits following:
    - i. cancellation of bookings
    - ii. abandonment of bookingssubject to the causes in C. below

### Indemnity

- B. We shall indemnify you, as a consequence of returning or refunding such deposits, limited to the loss of the value of the deposits received for the reservation.

### Causes for Cancellation

- C. Our indemnification shall be limited to the amount stated in the schedule (sum insured) for the cancellation and or abandonment of bookings from the following causes:
  - 1. Accidental injury, illness or death of
    - i. the person for whom the travel was booked (the guest) or any person with whom they have arranged to travel
    - ii. close relative, or close business colleague of the guest
  - 2. Pregnancy of the guest or the guest's spouse
  - 3. Compulsory quarantine or witness in a court of law applying to the guest or any person with whom they have arranged to travel
  - 4. The property of the guest being burgled or damaged by fire, water or the elements, necessitating their return home
  - 5. Any official requirement for the guest to attend emergency duty in the military, medical or public service
  - 6. Cancellation (other than for reason of adverse weather or abnormal conditions) of an international sporting event, cultural event or convention within the area that You are Licensed to operate, that directly results in a cancellation of bookings in the event of a loss You are required to provide such proof as may be required by the company to substantiate the loss.

Provided that we do not cover:

- 1. deposits recovered or recoverable from any source by or on behalf of the person/s cancelling or curtailing the relevant bookings and on whose behalf, compensation is claimed
- 2. in respect of items C.1 to C.6 above, more than the limit reflected in the schedule for any one organised tour or transfer in the annual aggregate

### Specific Exclusions

The Company shall not be liable for claims where at the time that the booking was made:

- 1. the guest was aware of any medical condition or set of circumstances, which could reasonably be expected to give rise to the booking being cancelled or curtailed.

2. any person whose condition gives rise to a claim was receiving, on a waiting list for, or had knowledge of the need for, in patient treatment at a hospital or nursing home.
3. any person whose condition gives rise to a claim was travelling against the advice of a medical practitioner or for the purpose of obtaining medical treatment abroad.
4. any person whose condition gives rise to a claim was, during the prior 12 months, suffering from any chronic and/or recurring illness of a serious nature which had necessitated consultation or treatment unless declared to and accepted by the Company

## General Exclusions

The insurance shall not cover loss or damage caused directly or indirectly by

1. War, civil war, civil commotion, boycotts;
2. Nuclear energy;
3. Your financial difficulties, or that of the organisers You engage, or other parties involved, in the arranging of the tour;
4. Your grossly negligent or intentional acts or breach of contract, or by the organisers engaged by you;
5. Arbitrary breach of contract by the organisers and/or the violation of official or statutory regulations or other acts decreed by public authorities;
6. Assassination threats;
7. Losses due to currency fluctuations.
8. Active participation in hazardous pursuits entailing risk or injury or life unless Our express approval is given;
9. Participation in endurance and speed competitions in land vehicles, aircraft or watercraft of any kind as well as participation in the preparation of such competitions.

## Optional Extensions

### 1. Adverse Weather and Pluvius (if stated in the schedule to be included)

We will indemnify you up to the limited stated in the schedule, for the loss of the value of deposits received for the event / tour, as defined below, in consequence of returning or refunding such deposits following the cancellation or abandonment of the event / tour for fear of safety of the tourists resulting from adverse weather conditions as defined below:

#### 1.1. Adverse Weather Conditions defined as:

- i. precipitation volume equal to or exceeding fifty (50) percent of the daily average
- ii. for the same period in previous years, occurring on the day of the tour or during the 24 hours immediately preceding the starting day of the tour.
- iii. wind exceeding 50 kilometres per hour, for a minimum of 3 hours prior to the commencement of the tour, on the day of cancellation / abandonment.
- iv. lightning activity occurring within 8 Kilometres of the tour, for a duration of at least 3 hours from the commencement of the tour, on the day of cancellation / abandonment.

#### 1.2. Event is defined as:

- i. a pre organised booking, evidenced by a contract and for which a deposit has been received by You.

Provided that

- i. the maximum amount payable by Us under this extension will be R25 000 per event or series of events occurring in a 72-hour period and R50 000 any one year of Insurance
- ii. You will bear the first R2 500 of each and every loss under this extension.

### 1.3. Special Conditions:

- i. The rainfall reading for the Period of Insurance as ascertained and recorded by the SA Weather Office nearest to the event / tour will be final and binding upon You and Us.
- ii. You will maintain adequate records in connection with all tours / events covered in terms of this policy.

### 1.4 Specific exclusion

- i. Cover will be excluded should there be any artificial seeding of clouds within a radius of 100 Kilometres of the aforesaid SA Weather office within twenty-four hours of the event / tour.

## 2. Temporary Driver Hire (if stated in the schedule to be included)

The insurance under this section provides cover for the hiring of a driver in the event of You or Your Employee falling ill and being unable to conduct a tour.

Provided that:

- 2.1 Illness must be identified by a registered General Practitioner and supported by a Medical Note for absenteeism from work for more than 3 consecutive days.
- 2.2 The maximum amount payable by Us under this section will be R600 per day, with a 1-day time excess up to the maximum limit of R10 000.

## Claims Process

Obligations in the event of a loss.

1. You will advise Us within 48 Hours of every occurrence, which might result in a cancellation loss.
2. In the event of a loss You will inform Us not later than 48 hours, after it has occurred.
3. You will be obliged to take all measures possible in order to avoid or minimise a cancellation loss, e.g. by postponing the tour or by transferring the tour to another place/venue.
4. You will be obliged to give Us all desired information, including the books and records, provided it appears relevant to the assessment of the claims.
5. Immediately after a loss occurrence as a result of an illness or an accident sustained by Your participants, You will engage a doctor to examine the persons whose withdrawal caused the loss occurrence and request the doctor to send a certificate of his findings directly to Us without delay.
6. You will also ensure that the doctors appointed by Us are able to see the persons concerned at any time and to examine them as often as necessary.
7. Confirmation of the occurrence of an insured weather peril will be required in the form of the official data of the weather station nearest to the location of the event / tour.
8. You will be obliged to ensure rights of recourse against responsible third parties, not to relinquish such rights and to support Us in carrying out such rights of recourse.
9. We will be free of the obligation to indemnify You, if You violate the obligations in the claims process, intentionally or in a grossly negligent way.

**ONE**

**ACCOMMODATION CONTENTS** SECTION

## ACCOMMODATION 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 caused or aggravated by the Insured's 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, and subject to the limit as set out in the schedule.
8. **Malicious damage** (if stated in the schedule to be included)  
Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained herein, this 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 the Insured.
  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 the Insured
  3. immovable property owned or occupied by the Insured 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 the Insured.

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 the Insured, 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 the Insured 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**-(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 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 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 the Insured.

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

**The limit of indemnity**

The amount payable inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants and other costs and expenses incurred with 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 the Insured's 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 the Insured agrees 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 the insured 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 the Insured 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 the Insured in respect of the demolition of property insured and/or the removal of debris and in providing, erecting and maintaining hoardings required during demolition, site clearing and/or building operations following damage to the property insured by a defined event, provided that the total amount recoverable shall not exceed the sum insured on the property affected,

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 the insured 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. the insured 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. the Insured 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 the Insured is 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 the requirements of the Insured 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 the Insured 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 the Insured shall be considered as being their own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of this section (if more than one) to which these conditions apply shall be separately subject to this provision
4. these conditions shall be without force or effect if:
  - a. the Insured fails 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. the Insured is 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 Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, 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 the Insured's 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, the Company 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 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, 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, or other protection device installed by a qualified electrician and certified to be compliant with SANS 10142-1 regulations.

## Security Guard Cost to Temporarily Safeguard Premises

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.

## 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 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**

**ONE**

**MEDIVAC** SECTION

## MEDICAL PROGRAMME

### Medical Advice and Information Hotline

Medical personnel, including paramedics, nurses and doctors, are available 24 hours a day to provide general medical information and advice. This is an advisory service, **as a telephonic conversation does not permit an accurate diagnosis.**

### Emergency Medical Advice and Assistance Hotline

In addition to the general medical advice service, one call to the same number will trigger the medical operators who will guide you through a medical crisis situation, provide you with emergency advice and organise for you to receive the support you require.

### Referral to Crisis Line

Bereavement counselling, HIV counselling, Suicide counselling.

### Referrals to Medical Practitioners and Facilities

We will refer you to the nearest medical facility or practitioners.

### Emergency Medical Response to the Scene of a Medical Emergency – Limited to R5 000 per event in the annual aggregate

An appropriate response will be undertaken whereby a response vehicle will be dispatched immediately to the scene of a medical emergency where appropriate lifesaving support will be provided to the member/s and where relevant, the member/s will be stabilised before transfer is provided to the closest appropriate medical facility.

### Medical Transportation -limited to R100 000 any one event and in the annual aggregate

In the event of you experiencing a medical emergency, we will arrange for emergency medical transport to the nearest medical facility capable of providing adequate care. Medical considerations, the degree of urgency, your state and fitness to travel and other considerations, **including but not limited to**, airport availability, weather conditions and distance to be covered, as assessed by the doctor and support staff, will determine whether transport will be provided by private, medically equipped aircraft, helicopter, regular schedule flight, rail or road.

### Inter-hospital Transfer – Limited to R5 000 per event in the annual aggregate

If the doctor, in consultation with the attending doctor, determines that treatment should continue at an alternate medical facility (because the necessary treatment cannot be continued at the present facility) we will arrange for transportation to the closest facility where the treatment can be continued after you have been stabilised.

### Medical Repatriation - Limited to R5 000 per event in the annual aggregate

In the event of your hospitalisation outside of your hometown, we will assist in arranging for your repatriation to your hometown once you have been treated.

### Escorted Return of Minors – Limited to R5 000 per event in the annual aggregate

In the event of your children being stranded as a result of your hospitalisation, we will arrange for their transportation, under supervision where necessary, into the care of a person nominated by you.

### Compassionate Visits - Limited to R5 000 per event in the annual aggregate

Should you be hospitalised outside your hometown for a period exceeding five (5) consecutive days, we will arrange for the transportation of a close relative to visit you.

### Repatriation of Mortal Remains - Limited to R5 000 per event in the annual aggregate

In the event of your death outside of your hometown, we will assist with the necessary formalities involved in transporting your mortal remains to a location in your hometown.

**Please note:** This cover is only valid within the borders of South Africa.

**ONE**

**THEFT FROM BANK ACCOUNT** SECTION

## THEFT FROM BANK ACCOUNT

The ONE solution for Theft from Bank Account, SPBI Fraud (Stolen Personal Banking Information) and ATM Fraud.

### OPERATIVE CLAUSE

The ONE solution for Theft from Bank Account loss of funds policy provides for the reimbursement of money fraudulently withdrawn or transferred from Your banking account as a result of Cyber Fraud, Stolen Personal Banking Information Fraud or ATM Fraud.

We shall pay the monetary loss up to the limit in the Schedule, incurred by You arising from Theft from Your Bank Account, SPBI Fraud or ATM Fraud. **We do not cover interest or any fees.**

This insurance cover will apply to claims first made and notified to Us during the period of insurance or within thirty (30) days of the policy's cancellation (for whatever reason) of any Event occurring during the period of cover on condition that all premium due was received by Us.

All losses arising from the same Event shall be treated as one loss and subject to the limit of indemnity set out in the Schedule.

It is very important that You understand that cover is conditional upon You having a current security software system which is approved by Us, running on all Devices used. **There will be no cover if Your Device does not have a current version of one of Our approved Internet Security Systems installed and active.**

This policy gives rights to You only. You may not cede Your rights to anyone.

### WHAT'S COVERED

#### 1. Cyber Fraud

Where the loss arises from the fraudulent use of Malware to transfer Your funds from a banking account held in your name which is initiated by persons with no authority to effect such transfers or withdrawals, and for which You receive no reimbursement or benefit.

#### 2. SPBI Fraud

Where the loss arises when Your personal banking information is used to fraudulently withdraw or transfer funds from Your banking account. Includes the use of Your stolen identity information, stolen cards, stolen pin numbers or stolen passwords to fraudulently withdraw or transfer funds from Your Banking Account.

#### 3. ATM Fraud

Where the loss is initiated by a person using an ATM to fraudulently withdraw or transfer funds from your banking account which includes card theft, stolen pin numbers, stolen passwords, card skimming and card cloning.

ATM Fraud is also extended to provide cover should You divulge Your personal information under duress of life-threatening violence to You or Your family which results in a fraudulent withdrawal of funds from Your banking account.

### DEFINITIONS AND INTERPRETATIONS

Various words and phrases have a standard meaning within this policy and such meanings are defined in this section.

#### You/Your/Yourself

The person(s) listed as the insured on the policy schedule.

#### Us/We/Our

ONE Insurance Underwriting Managers (Pty) Limited with FSP 878, underwritten by Mutual & Federal Risk Financing Limited (Registration 1966/010741/07) a non-life insurance company.

---

## Event

An event, or series of events arising out of one originating cause, which results in a Claim under this Policy, shall be treated as one Event and subject to the limit of indemnity.

## Policy Schedule

This policy and the schedule constitute the contract between Us and You.

## Payment of Premium

Premiums are payable on the first of each month in advance. Should You fail to make payment on the first day then We shall afford You a grace period of 15 days within which to make payment. If payment is not received within this grace period, then Your policy shall be cancelled. The grace period of 15 days does not apply to the month of inception.

## Banking Account

Any banking account held in Your name by an authorised entity that is lawfully registered to provide banking services to You in the Republic of South Africa.

## Device

That device used to transact financially such as a laptop, smartphone, notebook or desktop computer. Insurance cover will be subject to approved internet security software protection installed on the affected devices.

## ATM

Automatic Bank Teller Machine

## Malware:

The word “malware” encompasses the following:

**a. Viruses**

A virus is a type of software that has the ability to copy itself and infect a computer system without the user’s knowledge or permission. A virus can do many different things — watch in the background and steal your passwords, display advertisements, or just crash Your computer — but the key thing that makes it a virus, is how it spreads.

**b. Worms**

A worm is a self-replicating computer program, which spreads by exploiting vulnerabilities in a computer’s operating system.

The main difference between a virus and a worm is that a virus needs user intervention (e.g. starting a software program or sending an email) to spread, while worms spread automatically by self-replication. In many cases, worm infections spread through email messages, making them easy to confuse with viruses.

**c. Trojans**

A Trojan horse, or Trojan, is a type of malware that disguises itself as a legitimate file. The key thing that makes this type of malware a Trojan is how it arrives. It pretends to be a useful program and, when run, it hides in the background and gives people access to Your computer.

**d. Spyware**

Spyware is malicious software that spies on You without Your knowledge. It collects a variety of different types of data depending on the piece of spyware. Different types of malware can function as spyware — there may be malicious spyware included in Trojans that spies on your keystrokes to steal financial data.

**e. Key Logger**

A key logger is a type of malware that runs in the background recording every key stroke You make. These keystrokes can include usernames, passwords, credit card numbers, and other sensitive data.

---

## Device Security Software

By Device Security Software, we mean the following software security packages that are approved by Us:

- Sentinel One
- Trend Micro
- Avast
- AVG
- Kaspersky
- Bitdefender
- Norton
- McAfee
- Webroot
- ESET

Free internet security software provided by Your bank is permitted provided it is active and current at the time of loss. Should We add to or remove security packages from the approved list, We will advise accordingly

## POLICY EXCLUSIONS

This Policy shall not apply to any Loss arising directly or indirectly from:

1. Any account not held in Your name.
2. Any fraudulent acts You participated in or had prior knowledge of.
3. Any fraudulent event which a member of Your immediate family, Your Employee or joint account holder participated in, directly or indirectly.
4. Any loss for which your financial services provider is liable.
5. Any events that occurred before the inception date or after the policy expiry date.
6. Any fraud arising from the use of cheques.
7. Any online or over the counter fraudulent purchases in any form whatsoever. By way of example only, the fraudster purchases a book from a legitimate website such as Amazon but fraudulently uses Your bank details to pay for the book. Amazon then approaches Your bank for settlement of the sale. This is not covered because the fraud is not in the withdrawal or transfer of the funds (requested by Amazon) but in the conclusion of the fraudulent sale agreement.
8. Any payments or withdrawals made voluntarily by the Insured (or anyone authorised by them) to a fraudulent party. By way of example only, should the Insured transfer funds to an account that they believe to be legitimate but in fact, the account is a fraudulent dummy one such as what occurs with Phishing, Smishing and Vishing. This is not covered because the payment is made voluntarily.
9. Consequential loss of any kind.

## TERMS AND CONDITIONS

### Reporting Requirement Time is of The Essence

1. You shall have no cover should you fail or neglect to report the Event timeously as required.
2. It is of utmost importance that you report a claim as soon as you become aware of it to:
  - a. Your bank immediately
  - b. Within 24 hours the police or relevant authority in the country where the loss occurred.
  - c. Us within 24 hours. You can notify Us via Our 24/7 call centre on 0861 000 286.

### Procedure

1. All claims must first be lodged against Your bank from which account You lost your money.
2. Should Your bank refund or settle Your claim at any time then You will need to reimburse Us the amount that We paid in settlement of Your claim.

## TRANSFERABILITY OF THE POLICY

This policy may not be transferred to another party or person.

---

## Disclosures After the Inception of The Policy

1. If You are found guilty by a recognised body or court for any crime involving dishonesty or fraud, then You must advise Us in writing within 14 days of such finding failing which any cover provided by this Policy shall be excluded
2. Inform Us of any potential risk that may influence the terms and conditions of this Policy.
3. Non-disclosure or any information which is misleading, incorrect or false will prejudice the validity of Your claim or may make this Policy null and void and any premiums paid will be forfeited.
4. Dual insurance will result in Us only paying You out for our portion.

## Right of Subrogation

In the event that we make any payment under this policy We shall be subrogated to the extent of such payment to all Your rights of recovery in respect of payment. You shall execute all papers required and shall do everything necessary to secure any rights including the execution of any documents necessary to enable Us to bring suit in Your name whether such acts shall be or become necessary before or after payment by Us.

## FRAUDULENT OR DISHONEST CLAIMS

If a claim made under this Policy:

1. is in any respect fraudulent or fraudulent means are used by You, or on Your behalf, to obtain any benefit under the Policy.
2. has been inflated or information has been provided in connection with the claim that is not true, the entire claim shall be forfeited, and We will not be liable in respect of the claim. You shall furthermore be liable to repay to Us all amounts that We have paid out to You previously in respect the claim.

## TERRITORIAL LIMITS

There is worldwide cover, but the banking account must be held in the insureds name by an authorised entity who is lawfully registered to provide banking services to You in the Republic of South Africa.

## DUTY TO PREVENT LOSS

You must take all reasonable precautions to prevent loss and further loss.

## CLAIMS PROCEDURE AND REQUIREMENTS

The following processes are required if an event gives rise to a claim

1. Proof that You reported the incident to Your bank to check and verify the incident.
2. Proof that You Informed the police / authorities of the Unauthorized Transfer of Funds Event or Stolen Identity event no later than 24 hours after becoming aware of the event.
3. Confirmation that You do not have insurance cover that covers the same event.
4. Inform us if You become aware of any possible prosecution, legal proceedings or claim that could be lodged against You as a result of the incident for which You have already claimed for.
5. Do not accept liability or agree payment or indemnity with a third party under any circumstances. If You do, We may refuse to indemnify You.

**The documentation you will need to provide includes, but is not limited to, the following:**

1. Written details of the incident
2. If available details of witnesses
3. Copy of Your ID
4. Details Of other insurance covering the same event
5. Proof of residence
6. Details of the device compromised
7. Proof of approved internet security
8. Details of account hacked
9. Bank details



- 
10. The police report
  11. The police case number
  12. A letter from Your bank stating that they will not reimburse the loss incurred.
  13. Place and address where theft occurred
  14. Consent which allows Us to talk to and verify the incident with your bank.
  15. You must give all information, documentation and assistance required by Us to obtain indemnity from other parties
  16. Such information and sworn declarations We may require; and/or any document or details of any communication received in connection with a claim.

If We deny liability or reject any claim made or void Your Policy or should You dispute the amount of any claim made, then You have 90 days from the day You are first informed of the outcome to make representations to Us.

Your representations must be submitted in writing to:

### **One Claims and Legal Division**

Postnet Suite 221,  
Private Bag 75, Bryanston, 2021  
Tel: 0861 266 562  
Email: [claimsappeal@one.za.com](mailto:claimsappeal@one.za.com)

### **Alternatively, you may contact:**

The Ombudsman for Short Term Insurance  
PO Box 32334, Braamfontein, 2017  
Tel: 011 726 8900  
Fax: 011 726 5501  
Email: [info@osti.co.za](mailto:info@osti.co.za)

If Your dispute is not resolved to Your satisfaction, then You may institute legal proceedings against Us by way of service of a summons. Summons must be served on Us within 270 days of Our original letter of rejection or avoidance **failing which Your claim against Us will be forfeited and will become time barred.**

**We shall not be liable for any claim after 360 days have expired from the date of loss** unless the claim is the subject of a pending court action between You and Us or is in respect of a claim for sums for which You may become legally liable to a third party.