

# GENERAL SECTION

**Subject to the terms, exclusions and conditions (precedent or otherwise) and in consideration of, and conditional upon, the prior payment of the premium** by or on behalf of the Insured and receipt thereof by or on behalf of the Company, the Company specified in the schedule agrees to indemnify or compensate the Insured by payment or, at the option of the Company, by replacement, reinstatement or repair in respect of the defined events occurring during the period of insurance and as otherwise provided under the sections of this policy **up to the insured amounts, 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.

## GENERAL DEFINITIONS

In this policy, unless a more specific definition exists or the surrounding context requires the ordinary meaning of the word to be used, the following shall mean:

**Company:** shall mean Santam Limited.

**Condition:** shall mean an obligation the Insured must fulfil to enjoy continued cover or receive the benefits of a claim. It may also, if the context so indicates, mean a more onerous term imposed by the Company.

**Defined event:** shall mean the basic insurance cover offered under each section as modified by extensions, conditions and exclusions.

**Disability Event:** shall mean any event resulting in –

- (a) The loss of a limb or sense organ, or the use thereof by a person; or
- (b) A person becoming so physically or mentally impaired, whether totally or partially, or temporarily or permanently, that the person is unable to –
  - (i) continue their employment or own occupation, profession or trade;
  - (ii) participate in any employment, occupation, profession or trade that is reasonably suitable for that person given, amongst other matters, their education, skills, experience or age; or
  - (iii) carry on the functions required for normal activities of life.

**Electricity grid failure or interruption:** shall mean a total or partial interruption, interference, suspension, blackout, failure, of any electricity supply affecting the whole of or any area larger than the Municipality (be it local, district or metropolitan) within which any premises of the Insured is located.

**Exclusion:** shall mean what is not covered by this policy, remains uninsured and what shall remain for the Insured's own account in the event of a loss.

**Extension:** shall mean an extension of cover to the basic cover provided by the defined events or that may otherwise be excluded by an Exclusion. Extensions can be identified under each section of this policy under the headings "Clauses and Extensions" or "Extensions".

**First amount payable:** shall mean the first portion of every loss, damage or liability which shall remain an uninsured amount payable by the Insured in respect of each and every claim.

**Health Event:** shall mean an event relating to the health of the mind or body of a person or an unborn, other than a disability event.

**Insured amount:** shall mean the amount selected by the Insured or any limitation imposed by the Company and reflected in the policy schedule as representing the maximum liability of the Company inclusive of Value Added Tax in the event of a claim for that particular insured event or item but reducible by any applicable first amounts payable, terms, conditions and exclusions. This maximum can be for any one loss, for any number of losses arising out of one event, for any number of losses during any one period of insurance or otherwise as indicated in the policy wordings or schedules. Some sections may refer to the "limit of indemnity" or "compensation" and use of such words shall have the same meaning as "insured amount" where the context so implies.

**Municipality:** shall mean the "metropolitan municipalities" and "district municipalities" and the "local municipalities", as defined by the Municipal Structures Act 117 of 1998.

**Power surge:** shall mean a sudden variation of voltage magnitude or a power spike in any electrical system, causing a variance in the supply of electricity.

## POLICY INTERPRETATION

This policy is to be interpreted as follows:

1. **Sections:** Unless one section specifically makes reference to another section in the wording, each section has been drafted as a separate standalone section and must be read and interpreted as such. One section must not be used in an attempt to interpret the intended cover under another section. The General section however applies to the entire policy and must be read in conjunction with each of the other sections when interpreting such sections. Any General Definition, Exclusion, Condition or Provision as contained in

this general section shall apply to all of the more specific sections unless specifically indicated as deleted, amended or replaced in such more specific section.

2. **Policy wording and policy schedule:** The Company will provide the Insured with a policy wording and a policy schedule as evidence of the insurance contract and the terms, conditions, exclusions and limitations of the insurance protection provided. The schedule (and any endorsements thereto), the policy wording and any communications from the Company are to be read together to determine the cover provided or excluded. If there is inconsistency between the policy schedule and the policy wording then the policy schedule is deemed to override the policy wording. The policy schedules will make reference to the version of the policy wording that is in force at any point in time.
3. **Meaning of words:** Any word or expression to which a specific meaning has been given in the policy schedules, any endorsement thereto or the policy wording shall bear such meaning wherever it may appear.
4. **Included / not included:** The schedule will indicate whether an insured peril or an Extension has been selected to be insured by the use of the word "included" or where no cover has been selected to be in force by the words "not included".
5. **Extensions:** Some extensions will have their own insured amounts or first amounts payable and these will be stated in the schedule. These amounts will apply irrespective whether the extension wording refers to such amounts or not. The cover provided under all extensions will be subject to the terms, conditions, exclusions and limitations otherwise contained in the policy unless such extension specifically indicates that such term, condition, exclusion or limitation has been cancelled, deleted or amended by the extension.
6. **Section, premises, building or item level cover:** The schedules of the various sections may reflect the cover provided (being cover, exclusions, conditions, clauses and extensions) separately at these different levels. Where so reflected, with the exception of first amounts payable, the following interpretation approach is to apply:
  - 6.1. **Section cover information:** Cover, exclusions, conditions, clauses and extensions reflected under this heading on the schedule as being included or applicable shall apply to the entire section.
  - 6.2. **Premises cover information under a section:** Cover, exclusions, conditions, clauses and extensions reflected under this heading on the schedule as being included or applicable shall apply to all cover provided for the specific named or reflected premises only. The absence of repeating section level cover, exclusions, conditions, clauses and extensions under the specific premises shall not be interpreted to mean that they have been deleted.
  - 6.3. **Building or item cover information under a premises or section:** Cover, exclusions, conditions, clauses and extensions reflected under this heading on the schedule as being included or applicable shall apply to all cover provided for the specific named or reflected building or item only. The absence of repeating section or premises level cover, exclusions, conditions, clauses and extensions under the specific building or item shall not be interpreted to mean that they have been deleted.
7. **First amounts payable:** To determine the applicable first amount payable, unless specifically indicated to the contrary, the following approach is to apply:
  - 7.1. **Section level first amount payable:** Any first amount payable if reflected in the schedule at a section level shall apply to all such claims payable under the section unless there is a more specific first amount payable reflected as set out in 7.2 to 7.4 below in which case such more specific first amount payable shall apply instead.
  - 7.2. **Premises first amount payable:** Any first amount payable if reflected in the schedule at a premises level shall apply to all such claims payable for the cover under the reflected premises:
    - and shall replace the first amount payable reflected at a section level but the absence of a first amount payable being reflected in the schedule for the premises shall not be interpreted to mean that any reflected section level first amount payable is deleted.
    - unless there is a more specific first amount payable reflected as set out in 7.3 and 7.4 below.
  - 7.3. **Building or item first amount payable:** Any first amount payable if reflected in the schedule for a specific building or item shall apply to all such claims payable for the cover under the reflected building or item:
    - and shall replace the first amount payable reflected at a premises or section level but the absence of a first amount payable being reflected in the schedule for the building or item shall not be interpreted to mean that any reflected premises or section level first amount payable is deleted.
    - unless there is a more specific first amount payable reflected as set out in 7.4 below.
  - 7.4. **Specific insured peril, clause or extension first amount payable:** Any first amount payable if reflected in the schedule for a specific insured peril, clause or extension shall apply to all such claims payable for the cover under the reflected insured peril, clause or extension and shall replace the first amount payable reflected at a building, item, premises or section level but the absence of a first amount payable reflected in the schedule for the insured peril, clause or extension shall not be interpreted to mean that any reflected building, item, premises or section level first amount payable is deleted.
8. **Text appearing in bold and blue:** In an effort to assist with the easy identification of policy Exclusions and limitations to cover, these have been highlighted in **bold and blue** in the policy wording. This action by the Company and any interpretation thereof is subject to the following:
  - 8.1. Where only the limitation or exclusion portion of a larger sentence or paragraph has been highlighted, such highlighted portion must not be interpreted in isolation but must be read in conjunction with, and in the context of the remainder of the sentence or paragraph.

- 8.2. Any such highlighted portion does not in any respect, assume any higher degree of importance than the balance of the policy wording when determining the extent of cover and all terms, conditions, Exclusions, warranties or compliance obligations placed on the Insured in the policy wording or schedules whether highlighted or not, remain of full and equal effect.

## GENERAL EXCLUSIONS

### 1. War, riot and terrorism

(A) This policy does not cover loss of or damage to property related to or caused by:

- (i) civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing;
- (ii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
- (iii) (a) mutiny, popular uprising, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;  
(b) insurrection, rebellion or revolution;
- (iv) any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;
- (v) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof;
- (vi) any attempt to perform any act referred to in clause (iv) or (v) above;
- (vii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause A (i), (ii), (iii), (iv), (v) or (vi) above.

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

(B) This policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this policy applies.

(C) Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exclusion, 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 exclusion 1(C) an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof.

If the Company alleges that, by reason of clause 1(C) of this exclusion, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the Insured.

### 2. Nuclear (not applicable to Fidelity and Group Personal Accident sections)

This policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:

- 2.1. ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
- 2.2. nuclear material, nuclear fission or fusion, nuclear radiation;
- 2.3. nuclear explosives or any nuclear weapon;
- 2.4. nuclear waste in whatever form;

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission.

### 3. Computer losses

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a General exclusion, this policy does not cover:

- 3.1. loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;

- 3.2. any legal liability of whatsoever nature;
- 3.3. any consequential loss;

directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all:

1. to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date, or
2. to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or to correctly process such data in regard to or in connection with any such date, or
3. to capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes, or
4. to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any trojan horse, time or logic bomb or worm or any other destructive or disruptive code, media or programme or interference.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether the property of the Insured or not.

This exclusion shall not apply to:

1. loss or destruction of or damage to the insured property by fire, explosion, lightning, earthquake, storm, wind, water, hail, snow, aircraft or other aerial devices dropped therefrom, impact by animals, trees, aerials, satellite dishes or vehicles;
2. the Glass, Employer's Liability, Group Personal Accident or Motor sections;
3. consequential loss as insured by any Business Interruption indemnity provided by this policy to the extent that such consequential loss results from damage to insured property by the perils referred to in 1 above;

provided that 1, 2 and 3 above:

1. will not insure any loss, destruction, damage or consequential loss if such loss is not indicated as an included peril, extension or section in this policy;
2. will not insure any loss, destruction, damage or consequential loss if such loss would not have been insured in the absence of this Computer Losses General exclusion or points 1, 2 or 3 above;
3. shall not apply to any Public Liability indemnity.

#### **4. Asbestos (Applicable to the Public Liability and Employers' Liability sections and Liability of the Buildings Combined section)**

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision which would otherwise override a General Exclusion, this policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.

#### **5. Sanctions**

The Company shall not be liable to provide any cover, pay any claim, provide any benefit or provide any indemnification under this policy if the Insured is listed, or is included by the respective authorities as a sanctioned, or prohibited entity or individual to do business with or indemnify, under the United Nations resolutions or any trade or economic sanctions, laws or regulations of the European Union, the United Kingdom, the United States of America or South Africa.

#### **6. Cyber exclusion**

Notwithstanding any provision to the contrary in this policy or any endorsement thereto, the insurance provided by this policy excludes any loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with

1. any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of paragraph 2;
2. 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.

or any action taken in controlling, preventing, suppressing or remediating points 1 or 2 above regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Any 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, shall not be recoverable under this policy, nor shall it be considered to be physical loss or damage for the purposes of this exclusion or any other section of this policy.**

Subject to the other terms, conditions and exclusions contained in this policy, this policy will cover physical damage to property insured and/or Business Interruption Loss directly resulting therefrom where such physical damage is caused by any of the following insured perils: fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

If the insurer alleges that by reason of this exclusion, any loss, damage, liability, claim, cost, expense is not covered by this policy, the burden of proving the contrary will fall to the insured.

#### **Definitions**

**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.

**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.

**Business Interruption Loss** means –

business interruption only **and excludes contingent business interruption or other consequential losses.**

### **7. Compensation for Occupational Injuries and Diseases Act or similar legislation exclusion (not applicable to the Employers Liability section)**

**Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision which would otherwise override a General Exclusion, this Policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by, arising out of, resulting from, in consequence of, any benefit that could be payable under the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 (as amended) or any similar legislation.**

This exclusion applies regardless of whether the applicable legislative Fund is unable or incapable of paying compensation, or whether or not such compensation has been claimed, paid or received in terms of the relevant Acts.

### **8. Sexual Assault and Molestation**

The company shall not be liable for liability arising out of or in connection with sexual molestation in any form, be that sexual harassment; sexual assault; rape; or any other form whatsoever; howsoever that molestation might occur and irrespective the identity or occupation of the perpetrator or perpetrators.

### **9. Electricity grid failure or interruption**

Notwithstanding any provision to the contrary in this policy or any endorsement thereto, the insurance provided by this policy **excludes any loss, damage, liability, cost or expense of whatsoever nature, including any consequential losses in terms of any section of this policy, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Electricity grid failure or interruption, or the resumption of power thereafter.**

#### **Power surge cover**

Notwithstanding the Electricity grid failure or interruption exclusion, this policy will cover loss or damage caused by power surge as provided for under any section of this policy, provided that this cover **will not apply where the power surge occurs upon the resumption of the supply of electricity following a scheduled interruption in supply which exceeds 12 consecutive hours.**

## **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 insurer(s) covering the Insured against the defined events, **the Company shall be liable to make good only a rateable proportion of the amount payable** by or to the Insured in respect of such event. **If any such other insurance is subject to any condition of average, this policy, if not already subject to any condition of average, shall be subject to average in like manner.**

### **3. Cancellation**

This policy or any section may be cancelled at any time by the Company giving 31 days' notice in writing (or such other period as may be mutually agreed) or by the Insured giving immediate notice. On cancellation by the Insured, the Company shall be entitled to retain the customary short period or minimum premium for the period the policy or section has been in force. On cancellation by the Company,

the Insured shall be entitled to claim a pro rata proportion of the premium for the remainder of the period of insurance from the date of cancellation, subject to General condition 4.

#### 4. Adjustment of premium

If the premium for any section of this policy has been calculated on any estimated figures, the Insured shall, after the expiry of each period of insurance (or after twelve consecutive months from the inception date or anniversary date if the premium is paid monthly), furnish the Company with such particulars and information as the Company may require for the purpose of recalculation of the premium for such period. Any difference shall be paid by or to the Insured as the case may be.

#### 5. Prevention of loss

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

#### 6. Claims

6.1 On the happening of any event which may result in a claim under this policy the Insured shall, at their own expense:

6.1.1 give notice thereof to the Company as soon as reasonably possible and provide particulars of any other insurance covering such events as are hereby insured;

6.1.2 as soon as practicable after the event inform the police of any claim involving theft or (if required by the Company) loss of property and take all practicable steps to discover the guilty party and to recover the stolen or lost property;

6.1.3 as soon as practicable after the event submit to the Company full details in writing of any claim;

6.1.4 forward to the Company immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the Insured in connection with the event giving rise to the claim;

6.1.5 give the Company such proof, information and sworn declarations as the Company may require.

6.2 **No claim** (other than a claim under the Business Interruption, Fidelity, or Group Personal Accident sections 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 the Company may allow from the happening of any event** unless the claim is the subject of pending legal action or is a claim in respect of the Insured's legal liability to a third party.

6.3 **No claim shall be payable unless the Insured claims payment by serving legal process on the Company within 6 months of the rejection of the claim in writing and pursues such proceedings to finality.**

6.4 If, after the payment of a claim in terms of this policy in respect of lost or stolen property, the property (the subject matter of the claim) or any part thereof is located, the Insured shall render all assistance in the identification and physical recovery of such property if called on to do so by the Company, provided that the Insured's reasonable expenses in rendering such assistance shall be reimbursed by the Company. **Should the Insured fail to render assistance in terms of this condition when called upon to do so, the Insured shall immediately become liable to repay to the Company all amounts paid in respect of the claim.**

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

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

7.1.1 take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and licence of the Insured to the Company to do so. **The Insured shall not be entitled to abandon any property to the Company whether taken possession of by the Company or not;**

7.1.2 take over and conduct in the name of the Insured the defence or settlement of any claim and prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. **No admission, statement, offer, promise, payment or indemnity shall be made by the Insured without the written consent of the Company.**

7.2 The Insured shall, at the expense of the Company, do and permit to be done all such things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights to which the Company shall be, or would become, subrogated upon indemnification of the Insured whether such things shall be required before or after such indemnification.

7.3 In respect of any section of this policy under which an indemnity is provided for liability to third parties, the Company may, upon the happening of any event, pay to the Insured the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled **and the Company shall thereafter not be under further liability in respect of such event.**

#### 8. Fraud

**If any claim under this policy is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on their behalf or with their knowledge or consent to obtain any benefit under this policy or if any event is occasioned by the wilful act or with the connivance of the Insured, the benefit afforded under this policy in respect of any such claim shall be forfeited.**

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

In consideration of insured amounts not being reduced where appropriate by the amount of any loss, the Insured 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 the Insured.** Any extension providing indemnity to any person other than the Insured shall not give any rights of claim to such person, the intention being that the Insured shall claim on behalf of such person. **The receipt of the Insured shall in every case be a full discharge to the Company.**

## 12. Collective insurances

If this insurance is a collective insurance then the following amendment is made to General condition 6.1.4 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 the Insured 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

7.1 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:

7.1.1 take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and licence of the Insured to the leading Insurer on behalf of all Insurers to do so. **The Insured shall not be entitled to abandon any property to the Insurers whether taken possession of by the leading Insurer or not;**

7.1.2 take over and conduct in the name of the Insured the defence or settlement of any claim and prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. **No admission, statement, offer, promise, payment or indemnity shall be made by the Insured without the written consent of the leading Insurer.**

7.2 The Insured 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 indemnification of the Insured whether such things shall be required before or after such indemnification.

7.3 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 the Insured the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled **and the Insurers shall thereafter not be under further liability in respect of such event."**

## 13. Amendment by the Company to the cover provided or terms charged

The Company may improve the cover or the terms charged under this policy without providing prior notice of such change provided such change is to the benefit of the Insured. Other amendments required by the Company will be implemented:

13.1 mainly at the annual renewal/anniversary date; or

13.2 by exception, at any other time by giving 31 days' notice in writing of the Company's intent to do so.

## 14. Continuation of cover (where premium is payable by bank debit order or by transmission account)

The premium is due in advance as stated in the Premium Payment General Provision but notwithstanding this, where premium is payable by a bank debit order:

14.1 If the premium is not paid to the Company upon request (on submission of the debit order against the payer's bank account) then the Insured will still have cover for the month for which no premium has been received, **unless the premium has been deliberately stopped by the Insured in which case the policy will be cancelled with immediate effect and no cover will be in place.** Where the premium has not deliberately been stopped, the premium is therefore still due to the Company and can be settled in cash at any office of the Company.

14.2 At the next request for payment two debit orders will be submitted (if the outstanding premium has not been settled in cash); the unpaid one, as well as the one for the new month. If any debit order is paid, this money will be used to settle the original outstanding premium.

14.3 **When an event occurs which results in a claim during the month for which the premium has not been paid, the Insured will be required to first settle the outstanding premium before the claim can be processed.**

- 14.4 **If the premium for two consecutive months (on submission of two debit orders) is not paid, then the policy will be cancelled with retrospective effect from midnight on the last day to where the Company had received premium.** No further request for premium payment will be made.
- 14.5 If the premium is paid annually in advance by means of one debit order and that debit order is returned unpaid, then the Insured will continue to have cover for one further month. The debit order for the outstanding premium will be requested again in the following month. If it is again unpaid, **the policy will be cancelled from the inception date if the policy is a new policy or from the renewal date to which the unpaid premium relates.**

## 15. Period of grace for the payment of premiums

Except as provided for in 14 above, cover under this policy is subject to the prior payment of the premium by or on behalf of the Insured and receipt thereof by or on behalf of the Company. If the Insured is a policyholder that falls under the protection offered by the Policyholder Protection Rules (as made under section 55 of the Short-term Insurance Act of 1998), the Insured is hereby provided with a 15 day period of grace in which to pay any premiums due provided that:

- 15.1 this 15 day premium payment grace period shall not apply over and above any extended period as provided for in 14 above (the Insured shall benefit either under 14 above or in terms of this condition – whichever is more beneficial to the Insured);
- 15.2 if a claim is submitted for an event that occurred after any premium due date but within this 15 day premium payment grace period, **the Insured will be required to first settle the outstanding premium before the claim can be processed;**
- 15.3 **if the agreed policy premium payment frequency is monthly and the policy is a new policy, the 15 day premium payment grace period shall only apply to premiums due from the second month of the currency of the policy.**

## 16. POPIA: Protection of Personal Information Act, No 4 of 2013 (as amended)

Disclosure and processing of Personal Information

In terms of the Protection of Personal Information Act, 4 of 2013, Personal Information provided and obtained is mandatory in order to issue this policy and is collected, held and processed to improve the service provided to the insured and to provide the insured with access to the company's services and products.

The company, our authorized agents, advisors, business partners and service providers/contractors may collect Personal Information from the insured directly, from the insured's usage of the company's products and services, from the insured's engagements and interactions with the company or from public sources, shared databases and third parties. Personal Information will not be shared with service providers that may be abroad unless where necessary or where required under certain conditions and where security measures are in place to protect the Personal Information.

The company may use the insured's information or obtain information about the insured for the following purposes:

- 16.1 Underwriting, assessing the risk, determining the premium and the policy terms
- 16.2 Assessment, investigation and processing of claims
- 16.3 Credit searches and/or verification of Personal Information
- 16.4 Claims checks
- 16.5 Fraud prevention and detection
- 16.6 Market research, statistical analysis and surveys
- 16.7 Audit & record keeping purposes
- 16.8 Verification of the insured's identity
- 16.9 To comply with an obligation imposed by any law on the company.

The Personal Information may also be shared with service providers engaged to process such information on the company's behalf or render services to the company. The company may collect, retain, process and verify the insured's Personal Information, insurance and/or claim information.

The insured acknowledges that any Personal Information collected may be stored in a shared database and used for any decision pertaining to the continuance of this policy or any claim submitted. The insured acknowledges and understands that any Personal Information may be given to any insurer or its agent and the company's authorized agents, advisors, business partners and service providers / contractors.

The Insured acknowledges that the information may be verified against legally recognized sources or databases.

The company will retain the Personal Information for so long as required or entitled by law, after the termination of this policy and as such, this consent clause will remain in force even after this policy has been terminated. The insured may request details of their Personal Information that is held by the company and the insured may also request that any errors be corrected.

To view the company's full privacy statement, please visit the company's website on [www.santam.co.za](http://www.santam.co.za)

## Definitions



Personal Information- means information relating to the insured as an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, such as, gender, date of birth, identity number, entity details, online identifier, social media profile, biometric information (such as signature, fingerprint or voice) e-mail and physical addresses, location information, medical and health information, occupation, employment information, financial information, credit risk, tax and VAT information, claims and insurance history, criminal history, assets and liabilities.

## GENERAL PROVISIONS

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

### 1. Payments on account

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

### 2. First amount payable

**Except where provided for specifically in any section, the amount payable under this policy/section for each and every loss, damage or liability shall be reduced by the first amount payable shown in the schedule for the applicable defined event.**

### 3. Members

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

### 4. Cover under more than one section

**The Company shall not be liable under more than one section of this policy in respect of liability, loss or damage arising from the same happening in respect of the same liability, loss or damage.**

### 5. Premium payment

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

The Company shall not be obliged to accept premium tendered to it after inception date or renewal date as the case may be but may do so upon such terms as it at its sole discretion may determine.

### 6. Holding covered

If the Company is holding covered on a risk they will not reject a claim on the basis that the premium has not been agreed.

### 7. Security firms

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

The Company shall not raise as a defence to any valid claim submitted under any section or sub-section of this policy that the Company's rights have been prejudiced by the terms of any contract entered into between the Insured and any security provider relating to the protection of the insured property.

### 8. Value Added Tax

Unless specifically stated to the contrary, all insured amounts, limits of cover and premiums reflected in this policy are inclusive of VAT at the current legislated VAT rate. First amounts payable are calculated based on the VAT inclusive claim but are not otherwise subject to VAT.

## GENERAL COVERS

### 1. Claims preparation costs (if stated as included in the schedule of each section)

The insurance by each section of this policy is extended to include costs reasonably incurred by the Insured in producing and certifying any particulars or details required by the Company in terms of General condition 6 or to substantiate the amount of any claim, **provided that the liability of the Company for such costs in respect of any one claim shall not exceed the insured amounts stated in the schedule of each section.**

### 2. Locks and keys (if stated as included in the schedule)

In addition to any payment in respect of a defined event under this policy, the Company will, **subject to the insured amounts and first amounts payable stated in the General section schedule**, indemnify the Insured in respect of the cost of replacing locks, keys, access cards or remote control units to any building at the insured premises following upon the disappearance of any key, access card or remote control unit to such building(s) or following upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key, card or remote control unit **provided that:**

**2.1 cover is restricted to buildings containing property of the Insured where such property is insured under any section of this policy for theft out of such buildings;**

**2.2 in respect of access cards or remote control units, cover is restricted to the reasonable costs of reprogramming of the access cards, remote control units or the system where it is not necessary to replace the access cards or remote control units.**

**3. Removal of fallen trees** (if stated as included in the schedule)

This policy is extended to include the costs of removing trees from the Insured's premises that have fallen due to a specific event involving fire, lightning, earthquake, weather, water, impact, malicious damage or subsidence and landslip whether such trees have caused damage to insured property or not, **provided that:**

- 3.1 **property belonging to the Insured is covered against such events under the Fire, Buildings Combined, Office Contents, Houseowners or Householders sections under this policy at the specific premises;**
- 3.2 **the cover provided hereunder shall not operate where such trees were dead prior to such event or were subject to prior rot, decay or disease affecting the strength and stability of the tree(s);**
- 3.3 where "per period of insurance" is reflected in the schedule and the policy is paid monthly by debit order, this shall mean for twelve consecutive months from the inception or anniversary date.

**4. Security costs** (if stated as included in the schedule)

The Company will pay **up to the insured amount stated in the General section schedule** for costs actually and necessarily incurred in employing security services to protect or attempt to protect the insured property following an insured event including the cost of boarding up or temporary repairs or repair of the burglar alarm system following such insured event **provided that such insured property is insured against theft under one or more sections under this policy.**

**5. Trauma** (if stated as included in the schedule)

The Company shall pay the amount stated in the schedule, not otherwise covered, for trauma treatment following a Disability Event by a registered professional counsellor if the Insured, a director, member or an employee of the Insured requires treatment due to hijacking or attempted hijacking, armed hold-up or as a result of violence or threat of violence during theft, or fire **provided that:**

- 5.1 **such counselling is restricted to counselling following hijacking or attempted hijacking, armed hold-up or as a result of violence or threat of violence during theft, or fire happening on the premises of the Insured or involving the property of the Insured and provided such property and premises are insured under one or more sections of this policy against these losses;**
- 5.2 **the liability of the Company shall not exceed per person or per event the insured amounts stated in the General section schedule.**

## GENERAL CLAUSE

**1. Financial interest clause** (applicable to the Fire, Buildings Combined, Office Contents, Theft, Money, Glass, Business All Risks, Accidental Damage, Motor Specified Vehicles, Houseowners, Machinery Breakdown, Electronic Equipment, Householders, Personal All Risks, Watercraft, Greens and Irrigation, Livestock and Game sections)

In the event that the financial interest of a third party has been noted on an item as reflected above in the schedule -

The Company will endeavour to:

- 1. notify such third party of relevant changes affecting the policy;
- 2. notify such third party of non-payment of premium during the duration of the finance agreement;
- 3. include such noted third party interest in any claims settlement process

**but the Company does not accept any liability for any error or omission in not complying with this undertaking and nothing herein shall increase the Company's maximum liability beyond the total amount otherwise payable under this section.**

Version 6	Product: Tourism	Country: South Africa
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