



JVC

INSURANCE BROKERS



HOSPITALITY POLICY WORDING

CONTENTS

INSURANCE CODE OF CONDUCT	2
ABOUT YOUR UNDERWRITING MANAGER	4
GENERAL EXCEPTIONS, CONDITIONS AND PROVISIONS	5
PROPERTY COMBINED	24
OFFICE CONTENTS	39
BUSINESS INTERRUPTION	45
ACCOUNTS RECEIVABLE	53
THEFT	56
MONEY	59
GLASS	64
FIDELITY GUARANTEE	66
GOODS IN TRANSIT	72
BUSINESS ALL RISKS	75
ACCIDENTAL DAMAGE	78
HOSPITALITY PUBLIC LIABILITY	82
EMPLOYER'S LIABILITY LIABILITY (CLAIMS-MADE BASIS)	92
GROUP PERSONAL ACCIDENT	95
MOTOR	110
MOTOR FLEET	125
ELECTRONIC EQUIPMENT	137
MACHINERY BREAKDOWN	146
BUSINESS INTERRUPTION (MACHINERY BREAKDOWN)	148
DETERIORATION OF STOCK (MACHINERY BREAKDOWN)	153
FARE-PAYING PASSENGER LIABILITY	155
HOUSEOWNERS	157
HOUSEHOLDERS	167
PERSONAL ALL RISK	176
IMPORTANT INFORMATION	180

INSURANCE CODE OF CONDUCT

Hollard proudly supports the South African Insurance Association (SAIA) Code of Conduct.

The purpose of the Code is to raise standards of practice and service in the general insurance industry.

The objectives of the Code are:

1. to promote better, more informed relations between insurers and their customers;
2. to improve consumer confidence in the general insurance industry;
3. to provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
4. to commit insurers and the professionals they rely upon to higher standards of customer service.

Information on the Code is available from the nearest Hollard office or from SAIA.

Hollard's commitment to service

Hollard has adopted and supports the Code and is committed to complying with it.

Contact Hollard for more information about the Code.

How to resolve a complaint or dispute

Talk to Hollard first

If the Insured has a complaint, the first thing the Insured or their insurance broker should do is speak to Hollard. The latest Hollard complaints contact information can be found on the disclosure notice attached at the end of the Policy Schedule.

If the complaint is related specifically to a claim, speak with the insurance intermediary or insurance broker to discuss the claim with the claims officer managing the claim.

If the staff member or claims officer is unable to resolve the matter, the Insured's insurance intermediary or insurance broker may speak to a manager at Hollard. The manager will usually provide the Insured with a response to the complaint within a reasonable period of time. If the timeframe is impractical for any reason, such as the need for more information or further investigation, Hollard will discuss alternative timeframes with the Insured. If the Insured is not satisfied with Hollard's response or Hollard cannot agree with the Insured on alternative timeframes, the Insured then moves on to step 2.

Seek a review

If the matter is still not resolved Hollard will refer the Insured, the insurance intermediary or insurance broker to the relevant dispute handling department or area who will conduct a review of the dispute and will usually provide the Insured with a response to the dispute within a reasonable period of time. If the timeframe is impractical, Hollard will discuss alternative timeframes with the Insured.

If the Insured is still not satisfied with Hollard's response to the dispute or Hollard cannot agree on alternative timeframes, the Insured then moves on to step 3.

Seek an independent review

The Insured is entitled to seek an external review of Hollard's decision. Hollard will provide the Insured with information about options available, including, if appropriate, referring the Insured to the external dispute resolution scheme administered by the Ombudsman for Short-term Insurance (OSTI).

The OSTI is an independent external dispute resolution office and its service is free to Hollard customers. The OSTI will advise the Insured if they can assist.



JVC

INSURANCE BROKERS

The OSTI can be contacted at:

The Ombudsman for Short-term Insurance

PO Box 32334

BRAAMFONTEIN

2017

Phone: 011 726 8900

Share Call: 0860 726 890

Fax: 011 726 5501

Email: info@osti.co.za

Website: www.osti.co.za

Hollard agrees to accept an OSTI decision; however, the Insured has the right to take legal action if the OSTI decision is unacceptable. The OSTI only accepts resolutions under their Terms of Reference.

Further information about Hollard's complaint and dispute resolution procedures are available by contacting us.

ABOUT YOUR UNDERWRITING MANAGER

ITOO Special Risks – Claims under the Fidelity Guarantee section of your policy.

ITOO Special Risks (Pty) Ltd (ITOO) acts as an Underwriting Manager for The Hollard Insurance Company Limited and has a signed binder agreement to this effect. In terms of this agreement, ITOO may settle all valid claims.

Hollard pays ITOO a binder fee for performing the abovementioned function as well as a share in the profits of the scheme. ITOO is an authorised Financial Services Provider, FSP number 47230, Registration number 2016/281463/07. ITOO has Professional Indemnity insurance and Fidelity Guarantee insurance in place.

ITOO will assist you with any queries on **Fidelity Guarantee** claims. Please call **086 100 4866** on weekdays between 8am and 5pm, and select the reason for your call. Your call will be routed directly to ITOO.

Postal address

ITOO Special Risks
PO Box 87419
Houghton, 2041

Physical address

ITOO Special Risks
Villa Arcadia
22 Oxford Road
Parktown, 2193

Tel:

011 351 5000

Fax:

011 351 8015

Web:

www.itoo.co.za

Compliance officer:

Associated Compliance, 011 678 2533, craig@associatedcompliance.co.za

Conflict of interests relating to ITOO

- ITOO receives more than 30% of their income from any insurer.
- ITOO does not have a relationship with any insurer that provides a financial interest other than ownership.
- ITOO does not have a relationship with any other broker or binder holder and/or administrator that provides an ownership or financial interest.
- ITOO does not have a relationship with any distribution channel that provides an ownership, financial interest or support service.
- The Hollard Group has an equity interest in ITOO and Hollard has appointed a non-executive director to the board of ITOO.

Any combination of these relationships and/or ownership or financial interests may present a potential conflict and as such we need to ensure you are aware of these. A full copy of ITOO's Conflict of Interest Management policy is available on their website at www.itoo.co.za or by written request to info@itoo.co.za.

GENERAL EXCEPTIONS, CONDITIONS AND PROVISIONS

Subject to the Terms, Exceptions and Conditions (precedent or otherwise) and in consideration of, and conditional upon, the prior payment of the premium by or on behalf of the Insured and receipt thereof by, or on behalf of, the Company, the Company specified in the Schedule agrees to indemnify or compensate the Insured by payment or, at the option of the Company, by replacement, reinstatement or repair in respect of the Defined Events occurring during the period of insurance and as otherwise provided under the 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 term '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 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.

GENERAL EXCEPTIONS

1. War, riot and terrorism

- 1.1 This Policy does not cover loss of or damage to property, death or bodily injury or liability directly or indirectly related to or caused by:
 - 1.1.1 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 aforementioned;
 - 1.1.2 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - 1.1.3
 - 1.1.3.1 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;
 - 1.1.3.2 insurrection, rebellion or revolution;
 - 1.1.4 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;
 - 1.1.5 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;
 - 1.1.6 any attempt to perform any act referred to in Clause 1.1.4 or 1.1.5 above;
 - 1.1.7 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in Clause 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 above.

If the Company can demonstrate that, by reason of Clause 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5, 1.1.6 or 1.1.7 of this Exception, loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on the Insured.

- 1.2 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.
- 1.3 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 1.3 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, ethnic 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 can demonstrate that, by reason of Clause 1.3 of this Exception, loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on the Insured.

2. Nuclear risks

Except as regards the Sections:

- A. Fidelity Guarantee;
- B. Group Personal Accident;

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 ionizing radiations or contamination by radioactivity 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 Exception only, combustion shall include any self-sustaining process of nuclear fission.

3. Asbestos exclusion (applicable to the Hospitality Public Liability and Employer's Liability Sections, Sub-Section D – Property Owners Liability of the Property Combined and Houseowners Sections, and Sub-Section C – Liability of the Householders 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:

- 3.1 legal liability;
- 3.2 loss;
- 3.3 damage;
- 3.4 cost or expense whatsoever; or
- 3.5 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.

4. Computer losses

General Exception applicable to all Sections of this Policy insuring damage to property or the consequences of damage to property or any liability.

Notwithstanding any Provision of this Policy including any Exclusion, Exception or Extension or other Provision not included herein which would otherwise override a General Exception, this Policy does not cover:

- 4.1 loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;
- 4.2 any legal liability of whatsoever nature;
- 4.3 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 correctly to 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 program errors, incorrect entry or the inadvertent cancellation or corruption of data and/or program; 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 program or interference.

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

Special Extension to General Exception 4

1. Loss or destruction of or damage to the insured property by fire, explosion, lightning and earthquake or by the special perils referred to below or indemnified by the Glass, Employer's Liability, Group Personal Accident or Motor Sections is not excluded by this General Exception.

The special perils that are not excluded for the purpose of this Special Extension are damage caused by:

- 1.1 storm, wind, water, hail or snow excluding damage to property:
 - 1.1.1 arising from its undergoing any process necessarily involving the use or application of water;
 - 1.1.2 caused by tidal wave originating from earthquake;
 - 1.1.3 in the underground workings of any mine;
 - 1.1.4 in the open (other than buildings, structures and plant designed to exist or operate in the open) unless specifically insured as a separate item in the Schedule;
 - 1.1.5 in any structure not completely roofed unless specifically insured as a separate item in the Schedule;
 - 1.1.6 being retaining walls unless specifically insured as a separate item in the Schedule;
- 1.2 aircraft and other aerial devices or articles dropped therefrom;
- 1.3 impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles. These special perils do not cover wear and tear or gradual deterioration.

2. General Exception 4 also does not apply to consequential loss as insured by any Business Interruption indemnity provided by this Policy to the extent that such consequential loss results from damage to insured property by the perils referred to in Special Extension 1. above.
3. This Special Extension will not insure any loss destruction, damage or consequential loss if it would not have been insured in the absence of this Computer Losses General Exception and this Special Extension.
4. This Special Extension shall not apply to any Public Liability indemnity.

5. Cyber exclusion

- 5.1 This Policy 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:
 - 5.1.1 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 point 5.2 below;
 - 5.1.2 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, unless subject to the provisions of point 5.2 below.

5.2 Subject to the other terms, conditions and exclusions contained in this Policy, this Policy will cover:

- 5.2.1 loss, damage, liability, cost or expense directly caused by, resulting from, or arising out of physical loss and/or physical damage to tangible property insured under this Policy and any Time Element Loss directly resulting from physical loss and/or physical damage;
- 5.2.2 physical loss and/or physical damage to Data Processing Media for which the basis of valuation shall be the cost of the blank Data Processing Media plus the costs of repairing, replacing or restoring the Data from back-up or from originals of a previous generation (these costs will not include research and engineering). If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media (however, this Policy does not cover any amount pertaining to the value of Data to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled);

where such physical loss and/or physical damage is directly occasioned by otherwise covered perils under this Policy and not otherwise excluded under this Policy.

Meaning of words:

- 1. **"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 or data storage device, networking equipment or back up facility.
- 2. **"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.
- 3. **"Time Element Loss"** means business interruption, contingent business interruption or any other consequential losses.
- 4. **"Data Processing Media"** means any property insured by this insurance agreement on which Data can be stored but not the Data itself.

6. Damage or loss caused directly or indirectly by infectious or contagious disease

Notwithstanding any specific provision of a specific section of this policy including any exclusion, exception, insured peril, extension or other provision not mentioned herein which specifically overrides a general exclusion, this policy does not cover death, injury, sickness, loss, damage/s (physical or financial), cost or expense of any type whatsoever, legal liability, or any consequential loss directly or indirectly caused by, arising out of, resulting from or in consequence of:

- 1. any infectious or contagious disease (of whatsoever nature or cause);
- 2. any indication, fears or threat of a possible infectious or contagious disease (of whatsoever nature or cause);

irrespective:

- i) of where in the world such disease may exist or be feared to exist;
- ii) of whether or not a declaration by a local, regional, international or governmental authority including but not limited to the President of South Africa that an infectious or contagious disease exists locally or in any area or nationally or constitutes or has given rise to a national state of disaster or emergency.

7. Non-physical damage Business Interruption and Contingent Business Interruption exclusion

Notwithstanding any specific provision of a specific section of this policy including any exclusion, condition, exception, insured peril, extension or other provision not mentioned herein which specifically overrides a general exclusion, this policy does not cover any loss, damage/s (physical or financial), cost or expense of any type whatsoever, legal liability, or any consequential loss directly or indirectly caused by, arising out of, resulting from or in consequence of any Business Interruption or Contingent Business Interruption cover unless as a result of physical damage as per the Defined Events stated under the Business Interruption Section of this policy.

All sections and extensions that provide for such loss, damage/s, costs or expenses are hereby deleted in their entirety.

8. Electricity Grid Failure 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/s (physical or financial), cost or expense of any type whatsoever, legal liability, or any consequential loss directly or indirectly caused by, attributable to, arising out of, resulting from, following or in any way in consequence of or in connection with any Electricity Grid Failure (as defined below).

Electricity Grid Failure is an interruption to or suspension of electricity supply, in any manner, from whatsoever source, and for any reason (including damage and any inability and/or failure 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 Failure 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.

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 do 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.

The theft covers of the policy have security requirements, such as alarm systems. It must be noted that there is no cover in place if these requirements are not met in any way, whether directly or indirectly due to Electricity Grid Failure. The Provision in the alarm warranty that states "cover will continue to be applicable whilst the alarm system is not operative due to a failure of the public supply of electricity at the terminal ends of the supply authority's service feeders and that such failure is not due to any act or omission of the Insured." is deleted should such unavailability of electricity be as a result of Electricity Grid Failure.

GENERAL CONDITIONS

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

1. Other insurance

If, at the time of any event giving rise to a claim under this Policy, an insurance exists with any other insurers covering the Insured against the defined events, the Company shall be liable to make good only a rateable proportion of the amount payable by or to the Insured in respect of such event. If any such other insurance is subject to any condition of average, this Policy, if not already subject to any condition of average, shall be subject to average in like manner.

2. Cancellation

2.1 Notice

This Policy, Policy Section or item may be cancelled at any time by:

- 2.1.1 the Company giving 31 (thirty one) days' notice in writing (or such other period as may be mutually agreed); or
- 2.1.2 the Insured giving immediate notice.

2.2 Pro-rata premiums

On cancellation by the Insured, the Company shall be entitled to retain the customary short period or minimum premium for the period the Policy, Policy Section or item 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 3.

2.3 Premium refund

The Company will not refund the Insured upon cancellation of the Policy, Policy Section or item for the remainder of the period of insurance up to renewal if the maximum amount stated in the Schedule for such property or Section is settled in terms of a claim.

This General Condition shall apply whether the Insured gave instruction for cancellation or the Company, for whatever reason.

3. Premium payment

3.1 Where the premium is paid quarterly, bi-annually or annually

The premium is due and payable on or before the inception date or renewal date, as the case may be, but must be paid within 30 (thirty) days from this date. The Company shall not be obliged to accept premium tendered to it more than 30 (thirty) days after the 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.

3.2 Where the premium is paid monthly

The premium is due and payable on or before the inception date or the first day of each month thereafter, as the case may be. If the premium has not been paid for any reason other than the Insured having stopped payment, the Company will re-debit in the following month for two months' premium. If the full double premium has not been paid, the policy will be cancelled from the date of the first unpaid premium.

Any valid claims incurred by the Insured during the unpaid period as defined above, will only be considered if the total outstanding premium has been settled in full.

4. Adjustment of premium

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

5. Prevention of loss

The Insured shall take all reasonable steps and precautions to prevent accidents or losses, including but not limited to, compliance and adherence to laws and regulations which are material to the risk. The Insured warrants that all laws, regulations, by-laws and rules that apply to the business or any other matter for which cover is provided in terms of this Policy (irrespective of whether the laws, regulations, by-laws and rules are in force at the date this Policy is issued, or are enacted after that date) shall be adhered to at all times. The failure to adhere to any applicable law, regulation, by-law or rule shall entitle the insurer to reject any claim where such failure is material to the claim.

6. Claims

6.1 Notice

The Insured shall on the happening of any event which may result in a claim under this Policy, 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 shall as soon as practicable after the event or such further time as the Company may in writing allow, submit to the Company a claim in writing and give the Company such proof, information and sworn declarations as the Company may reasonably require;
- 6.1.3 shall immediately after the event inform the Police of any claim involving criminal behaviour or (if required by the Company) loss of property and take all practical steps to discover the guilty party and to recover the stolen or lost property;
- 6.1.4 shall preserve all property following a loss.

6.2 Unlawful use, theft, loss or malicious damage to property

In the event of any claim involving unlawful use of a motor vehicle or any theft or loss or malicious damage to property, the Insured or the person in whose control or under whose custody such articles are, shall immediately report the occurrence to the Police in the area where the loss has occurred and take all possible steps to trace the guilty party and to recover the stolen or lost property.

6.3 Injuries

In respect of any claim for personal injury under this Policy where such cover is granted all certifications, information and evidence required by the Company shall be furnished at the expense of the Insured and an injured person shall as often as required by the Company submit to medical examination at the Company's expense. The Company shall in the case of death be entitled to have a post mortem examination carried out.

6.4 Legal processes

The Insured shall immediately advise the Company of any impending prosecution or inquest and forward any notice of claim or any communication, writ, criminal and/or civil summons and/or other legal process issued or commenced against the Insured in connection with the event giving rise to the claim.

6.5 No admission of liability

The Insured shall not incur any expense (except as specifically provided for in this Policy) in making good any damage without the written consent of the Company, and shall not negotiate, pay, settle, admit or repudiate any claim or accept liability without such consent and may under no circumstances whatsoever consent to the jurisdiction of any court without prior written permission from the Company.

6.6 Limitation of liability

The Company shall not be liable under more than one Section or Extension (optional or otherwise) of this Policy in respect of liability, loss or damage arising from the same happening in respect of the same liability, loss or damage except where cover is granted for Personal Accident, Stated Benefits or Group Personal Accident Benefits.

6.7 Prescription period**6.7.1 Expiry of claim**

No claim shall be payable after expiry of 24 (twenty four) months or such further time as the Company may allow from the happening of any event unless the claim is the subject of pending legal action or is a claim in respect of the Insured's legal liability to a third party;

PROVIDED THAT:

this Condition shall not apply to claims under Sections (if applicable):

1. Business Interruption;
2. Fidelity Guarantee;
3. Group Personal Accident including Personal Accident (assault) under Money.

6.7.2 Rejections

No claim shall be payable unless the Insured claims payment by serving written notice to the Company within 90 (ninety) days of the rejection. Should the rejection still not be resolved, the Insured will have an additional 180 (one hundred and eighty) days to pursue such legal proceedings to finality.

6.8 Recovery

6.8.1 If, after payment of the claim in respect of lost or stolen property, such property is located or recovered, the Insured shall render all assistance in the identification and in the physical recovery of such property.

6.8.2 The Company shall pay for the reasonable cost in identifying such property.

- 6.8.3 Failure to assist the Company in the recovery of the said property, the Insured shall become legally liable to repay the Company all payments and expenses in respect of the claim.
- 6.8.4 If the property was successfully recovered the Company will be the rightful owner of the property.
- 6.8.5 If the Company replaces or reinstates such vehicle the Company shall have the option to take ownership of the vehicle.

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. Deliberate or fraudulent acts in making a claim

All benefits afforded in terms of this Policy in respect of any claim shall be forfeited and this Policy may be voided or cancelled at the Company's discretion from the date of any fraudulent conduct:

- 8.1 if any claim or part thereof under this Policy is in any way fraudulent or if fraudulent means or devices are used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this Policy, or if any Insured event under this Policy is occasioned by the Insured's intentional conduct or that of any person acting on the Insured's behalf or with the Insured's connivance; or
- 8.2 if any fraudulent information and/or document, whether created by the Insured or any other party is provided to the Company by the Insured or anyone acting on the Insured's behalf or with the Insured's connivance in substantiation or support of any claim under this Policy and whether or not the claim in itself is fraudulent; or
- 8.3 if the quantum of any claim is deliberately exaggerated by the Insured or anyone acting on the Insured's behalf or with the Insured's connivance, for any reason whatsoever, and whether or not the claim in itself is fraudulent.

Where any benefit under this Policy is forfeited in circumstances set out in this General Condition, the Insured shall repay to the Company all amounts which the Company may have previously settled in respect of all claims forfeited without prejudice to the Company's right to recover any other damages which the Company may have suffered as a result of the fraudulent conduct.

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, the Insured shall pay an 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 to claim to such person, the intention being that the Insured shall claim on behalf of such person. Receipt by the Insured shall in every case be a full discharge to the Company.

12. Collective insurance

If this insurance is a collective insurance then the following amendment is made to General Condition 6.1 above:

"give the leading insurer on behalf of the insurers such proofs, 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:

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 such 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 lead 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. Value Added Tax (VAT)**13.1 Definition**

VAT shall mean the amount of Value Added Tax payable by the Insured or the Company to the revenue authorities in the Republic of South Africa.

13.2 Value Added Tax (VAT) inclusive condition

It is understood and agreed that the monetary amounts as reflected in the sums insured and/or limits of indemnity shall be applied to the indemnity or amounts payable in terms of this Policy and to which sums the Terms, Conditions, Provisions and Limitations of this Policy shall apply, and VAT at the current rate as promulgated in legislation relating thereto.

Subject to such sums/limits of indemnity being adequate to embrace the amounts described under 13.1 and 13.2 above, the Company will, to the extent that the Insured is accountable to the tax authorities for value-added tax in respect of any payment in terms of this Policy, include the amount of such tax in the final settlement of any claim in terms of this Policy;

PROVIDED THAT:

the total amount payable for any Defined Event and the VAT related thereto shall not exceed the sum insured/limit of indemnity set against such Defined Event.

In circumstances referred to herein under which the Insured is required to bear the first amount of any loss (excess), such amount shall also be inclusive of VAT in like manner to the sum insured/limit of indemnity referred to above.

Furthermore, in the event of a change in the rate of VAT during the period of insurance, sums insured, limits of indemnity and, if appropriate, premiums shall be adjusted automatically.

14. Consent to disclosure of private information

- 14.1 The Insured acknowledges that the sharing of information for underwriting and claims purposes is in the public interest, as it will enable insurers to underwrite policies, assess risks fairly, to reduce the incidence of fraudulent claims with a view to limiting premiums and to conduct surveys.
- 14.2 On behalf of the Insured and on behalf of anyone the Insured represents herein, the Insured hereby waives any right to privacy with regard to any underwriting and claims information in respect of any insurance policy or claims made or lodged by the Insured, or on behalf of the Insured.
- 14.3 The Insured consents to such information being processed and stored in a shared database.
- 14.4 The Insured also consents to such information being disclosed to any insurer or third parties.
- 14.5 The Insured further consents to any underwriting information being verified against legally recognised sources or databases.
- 14.6 The Insured agrees that this consent clause will survive the termination for whatever reason of the Policy, including its cancellation or lapsing.

15. Interest on payments

No interest will be payable on any amount due by the Company in terms of this Policy unless a Court of Law orders otherwise.

16. Law and jurisdiction

Any dispute between the Insured and the insurers in connection with or arising out of the Policy shall be decided exclusively in accordance with the law of the Republic of South Africa and exclusively by a competent court of South Africa.

The Insured undertakes that they will not institute any action against the insurers nor bring joinder proceedings against the insurers in the court of any country other than the Republic of South Africa.

17. Change of interest/disclosure/non-disclosure/misrepresentation/misdescription

- 17.1 Before the Insured enters into a contract of insurance with an insurer, the Insured has a duty to disclose to the insurer every matter known, or that the reasonable person in a similar position could reasonably be expected to know, that is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.
- 17.2 The Insured has the same duty to disclose those matters to the Company before the Policy is renewed, extended, amended or reinstated.
- 17.3 Failure to comply with the duty of disclosure, the Company may be entitled to reduce its liability under the Policy in respect of a claim or may void the Policy from the date of the material change of risk or non-disclosure.
- 17.4 Further, the cover provided by this Policy shall be void with respect to any item insured:
 - 17.4.1 to which any alteration after the commencement of this insurance takes place;
 - 17.4.2 whereby the Insured's interest ceases except by will or operation of law;

unless notice has been given to the Company in writing as soon as practicable after such alteration and an additional premium paid if required.

- 17.5 Misrepresentation or misdescription 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 or misdescription.

18. Alterations to the business

- 18.1 The Insured must immediately advise the Company in writing of any changes to the business that may increase the risk or result in an increased chance of destruction, loss or damage to property insured or liability to third parties.
- 18.2 The definition of change referred to in 18.1 shall include but not be limited to:
- 18.2.1 changes in the name of the Insured or directors or partners;
 - 18.2.2 changes to the address or location of the business;
 - 18.2.3 changes in the nature of the business activities, trade or occupation;
 - 18.2.4 alterations in construction of the premises;
 - 18.2.5 new business products not previously disclosed to the Company;
 - 18.2.6 change of tenants if the insured property is leased out;
 - 18.2.7 additional premises occupied.
- 18.3 The Company may at its own discretion:
- 18.3.1 adjust the premium or terms of the Policy;
 - 18.3.2 require additional Terms, Conditions or Provisions;
 - 18.3.3 cancel the Policy in accordance with the General Condition 2 of the Policy.

19. Insurable Interest

- 19.1 The Insured must have an insurable interest in any item insured under this Policy at the date of the event giving rise to a claim.
- 19.2 If the Insured's insurable interest in an insured item is an interest other than as an owner or a good faith possessor of the goods (in terms of a credit agreement or else) who bears the risk of loss, the Insured must advise the Company of the nature and extent of the insurable interest before the cover commences.
- 19.3 The cover for any such item will start only when the Company has given written confirmation and agreed to insure the property.
- 19.4 Should the nature or extent of the insurable interest in any item insured under this Policy change, the Insured must notify the Company immediately in writing of such change. Failure to do so may entitle the Company to reject the claim if the Insured's insurable interest was not agreed to by the Company.

20. Detention, confiscation and forfeiture

This Policy does not cover any loss, damage, cost or expense directly or indirectly arising from detention, confiscation, forfeiture, impounding or requisition legally carried out by Customs, Police Services, Crime Prevention units or other officials or authorities.

21. Theft by false pretences and fraud

This Policy does not cover loss or damage resulting directly or indirectly from or in connection with theft by false pretences and/or fraud.

22. Sanction limitation and exclusion

The Company shall not be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company 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 or United States of America.

23. Policy Wording and Schedule

The Policy Wording and the Schedule together confirm the contract between the Insured and the Company and should be read as one document. Should there be any conflict in interpretation between the contents of the printed Policy Wording and the contents of the Schedule, the Policy Schedule shall be given precedence.

24. Defective design, lack of maintenance and cost of maintenance

The insurance provided by this Policy does not cover loss of or damage to property stated in the Schedule related to or caused by or attributable or relating to defective design, workmanship, construction or material or lack of maintenance or the cost thereof.

25. Gradual deterioration, wear and tear

The Company shall not be responsible to pay for gradual deterioration and/or wear and tear to property stated in the Schedule which occurs over a period of time.

26. Delay of cover

26.1 No Section of this Policy will provide cover against loss or damage during the first 48 (forty eight) hours from commencement of the Policy caused by:

26.1.1 bush- or grass fire;

26.1.2 a named cyclone or cautionary in which warning was given of a potential tsunami.

26.2 This General Condition does not apply if this Policy cover directly follows a previous Policy Section that covers the same event without a break in cover.

27. Obsolescence in the event of loss of or damage to:

27.1 electronic motors;

27.2 telephonic communication equipment;

27.3 security control equipment (inclusive of cameras);

27.4 alarm and detection systems;

27.5 TV aerials including television transmission or reception equipment;

27.6 closed circuit cameras and monitors;

27.7 or any accessory or attachment relating thereto;

being the subject of a claim as insured for which there is no immediate replacement, or for which the agency or supplier in South Africa has discontinued the importation of such equipment, and provided that such equipment is not repairable, then such equipment will be considered obsolete.

In the event of the equipment being considered or declared obsolete, then at the option of the Company the basis of the indemnity will be cash-in-lieu and will be the original purchase or replacement costs thereof less a rate of depreciation based on an accumulative rate of 15% (fifteen percent) per annum, as from the date of purchase or installation, excluding labour and installation costs.

28. Dye-lots, patterns and textures

Loss of or damage to any property (or portion of such property) being supplied or manufactured in specific dye-lots, colours, patterns or textures which is not available (in whole or in part) in such dye-lots, colours, patterns or textures, the Company will indemnify the Insured for the loss of the same as such is available to the nearest dye-lot, colour or texture as may be available in the required quantity.

29. Changes in Premiums and Conditions

The Company reserves the right to change or increase premiums from time to time or to amend the Terms, Conditions and Exclusions of cover in respect of the Policy subject to 31 (thirty one) days' notice in writing.

30. Average

This Condition shall apply to the following Sections of this Policy:

- A. Property Combined but not applicable to accidental damage to sanitary-ware;
- B. Business Interruption;

- C. Office Contents but not applicable to accidental damage to sanitary-ware;
- D. Glass;
- E. Electronic Equipment;
- F. Houseowners but not applicable to accidental damage to sanitary-ware;
- G. Householders but not applicable to accidental damage to mirrors and glass.

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.

31. Medical expenses benefit

The medical expenses benefit included in any Section of this Policy does not provide the benefits of a medical scheme and is not a substitute for a medical scheme membership.

32. The Insured

The term Insured shall mean:

- 1. the named party(ies) stated in the Schedule, hereinafter referred to as the Named Insured;
- 2. any subsidiary company of the Named Insured declared to the Company;
- 3. any employee of the Named Insured, while acting on behalf of or in the course and scope of their employment or engagement by the Named Insured;
- 4. in their private capacity, the owner, director, shareholder or permanent manager of the Named Insured as described in the Schedule, including their spouse and members of their immediate family who normally reside with them and who are financially dependent on them, but only in respect of the following sections:
 - A. Houseowners;
 - B. Householders;
 - C. Personal All Risk.

33. Cooling-off period

The Insured has the right to cancel the Policy entered into with the Company by providing written notice to the Company and all premiums paid by the Insured to the Company up to the date of receipt of the cancellation notice, shall be refunded to the Insured:

PROVIDED THAT:

- 1. the Insured is a natural person as described in point 5. of the definition of the Insured;
- 2. the policy term is longer than 31 (thirty one) days and no benefit has been paid or claimed for and an event insured under the Policy has not yet occurred;
- 3. written notice is provided to the Company within 14 (fourteen) days after the date of receipt of the Policy Schedule by the Policyholder; or
- 4. from a reasonable date on which it can be deemed that the Policyholder received the Policy Schedule, but not more than sixty (60) days after commencement of cover.

GENERAL PROVISIONS

1. Claims preparation costs

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 Claims or to substantiate the amount of any claim;

PROVIDED THAT:

the liability of the Company for such costs shall not exceed R250 000 (two hundred and fifty thousand rand) for each and every occurrence and in the annual aggregate applicable to all Sections cumulatively claimed under.

Additional cover may be purchased per Section in which case the limit stated in the Schedule will be over and above the automatic cover provided under this Provision.

2. Payments on account

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

3. 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.

4. Members, directors, partners or employees

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

5. Meaning of words

The Schedule, 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.

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. Schedule sums insured blank

If, in a Schedule of this Policy the sums insured, limit of indemnity or compensation is:

- 7.1 left blank or has no monetary amount stipulated against it;
- 7.2 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.

8. Security firms

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

9. Security guard

This Provision shall apply individually to the following Sections of this Policy:

- A. Property Combined;
- B. Office Contents;
- C. Theft;
- D. Glass;
- E. Goods in Transit;
- F. Business All Risks;
- G. Electronic Equipment;
- H. Houseowners;
- I. Householders.

The Company will compensate the Insured for the employment of guards necessary to protect the insured property following the occurrence of a Defined Event, but not exceeding R25 000 (twenty five thousand rand) per event unless stated otherwise in the Schedule.

10. Malicious damage

This Provision shall apply to the following Sections of this Policy:

- A. Property Combined;
- B. Office Contents;
- C. Houseowners;
- D. Householders.

The Company shall pay for loss or 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 to the property insured and stated in the Schedule;

PROVIDED THAT:

this Provision does not cover:

- 1. damage related to or caused by fire or explosion;
- 2. loss of or damage to property for which indemnity is available in terms of the Theft Section of the Policy;
- 3. consequential loss or damage or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- 4. damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
- 5. damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 6. damage related to or caused by any occurrence referred to in General Exception 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 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 the Company can demonstrate that, by reason of Provisions 1, 2, 3, 4, 5 or 6 noted above, loss or damage is not covered by this General Provision, the burden of proving the contrary shall rest on the Insured.

If any building insured or containing the insured property becomes unoccupied for 30 (thirty) consecutive days, the insurance in respect of this Provision is suspended as regards the property affected unless the Insured, before the occurrence of any damage, obtains the written agreement of the Company to continue this Provision.

During the period of the initial unoccupancy of 30 (thirty) consecutive days, the Insured shall become a co-insurer with the Company and shall bear a proportion of any damage equal to 20% (twenty percent) of the claim before deduction of any first amount payable.

11. Fire-extinguishing charges

This Provision shall apply to the following Sections of this Policy:

Section	Limit of Indemnity	First Amount Payable
Property Combined	Reasonable cost not exceeding 20% of the sum insured	R1 000
Office Contents	Reasonable cost not exceeding 20% of the sum insured	R1 000
Goods in Transit	R10 000	R500
Motor	R10 000	R500
Electronic Equipment	R10 000	R500
Houseowners	Reasonable cost not exceeding 20% of the sum insured	R1 000
Householders	Reasonable cost not exceeding 20% of the sum insured	R1 000

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 the Company may be liable in terms of these Sections;

PROVIDED THAT:

the Insured is legally liable for such costs and the insured property was in danger from the fire.

Additional cover may be purchased under the Goods in Transit Section only, in which case the limit stated in the Schedule will be over and above the automatic cover provided.

12. Subsidence and landslip (limited cover)

This Provision shall apply to the following Sections of this Policy:

- A. Property Combined;
- B. Office Contents;
- C. Houseowners;
- D. Householders.

These Sections are extended to include loss of or damage to the insured property caused by subsidence or landslip of the land supporting the said insured property or heave thereof;

PROVIDED THAT:

such loss or damage is not caused by or does not arise from:

- 1. normal settlement, shrinkage or expansion of the land supporting the insured property;
- 2. alterations, additions or repairs to the building(s);
- 3. compaction or infill;
- 4. defective or faulty design, materials or workmanship;
- 5. excavations other than mining operations;
- 6. contraction and/or expansion of soil, clay or similar types or moist or damp;
- 7. removal or weakening of support to the insured property.

The Company will not be liable for:

- 1. loss of or damage to swimming pools and surrounds, tennis courts, terraces, patios, paths, driveways, septic or conservancy tanks, drains, water courses, walls, gates, posts and fences, retaining and screening walls unless the insured building(s) are damaged at the same time by the same event;
- 2. loss of or damage to solid floor slabs or any part of the insured property resulting from the movement of such slabs unless the foundation supporting the external walls of the insured building(s) are damaged by the same cause at the same time;
- 3. consequential loss whatsoever;
- 4. damage existing at commencement of cover.

The Company will not be liable for work necessary to prevent further loss or damage due to subsidence, landslip or heave except where appropriate design precautions were implemented during the original construction of the insured property and any subsequent additions thereto.

The Insured will be responsible for the first R2 500 (two thousand five hundred rand) of each and every occurrence giving rise to a claim.

If required the Insured must give proof that the loss or damage being claimed for was caused by subsidence, landslip or heave.

13. Power surge

This Provision is applicable to each of the following Sections:

- A. Property Combined;
- B. Office Contents;
- C. Accidental Damage;
- D. Business Interruption;

- E. Houseowners;
- F. Householders.

In the event of loss of or damage to the insured property due to an unexpected, temporary increase in the current or voltage of an electrical circuit, the Company shall indemnify the Insured up to R100 000 (one hundred thousand rand), in the aggregate, for each and every occurrence or series of losses from one event;

PROVIDED THAT:

1. the Insured shall be responsible for the first 10% (ten percent) with a minimum of R2 500 (two thousand five hundred rand) for each and every claim; or
2. if, at the time of loss, the property was protected by a SANS (South African National Standard) approved surge protector, installed in accordance with SANS requirements, then the deductible mentioned in 1. above shall be waived;
3. loss or damage following a direct lightning strike to the insured property is excluded.

Subject to the Definitions, Provisions, Specific Exceptions, Terms and Conditions in these Sections.

14. Period of insurance

If the period of insurance (other than a first period of insurance) is for a period of less than 12 (twelve) months then the following amendments are made to the policy:

Section	Reference	Amendment
General Business Interruption Accounts Receivable	Adjustment of Premium Deposit Premium Clause Adjustment Clause	The words "each period of insurance" are amended to read "each period of twelve consecutive months from the inception date or anniversary date"
Property Combined Office Contents Houseowners	Capital Additions Clause Capital Additions Clause Capital Additional Clause	If the period of insurance is more often than quarterly then the words "each quarter" are amended to read "each month"
Fidelity Guarantee	Defined Event	In addition to the defined events the following is added: The amount payable during any one period of 12 (twelve) consecutive months from inception or anniversary date will 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 insured if the "Reduction/Reinstatement of sum insured" Extension applies). If the sum insured is increased the 12 (twelve) consecutive months applies from the anniversary date. Any reinstatement between the date of increase and the anniversary date will not exceed twice the sum insured.
Fidelity Guarantee	Reduction/Reinstatement of sum insured Extension	The words "annual premium" are amended to read "12 (twelve) times the monthly premium" for policies with monthly periods of insurance and "4 (four) times the quarterly premium" or "2 (two) times the bi-annual premium" for policies with quarterly or half-yearly periods of insurance respectively.

15. Locks and keys

This Provision shall apply to the following Sections of this Policy:

- A. Property Combined;
- B. Office Contents;
- C. Theft;
- D. Money.

In addition to any payment in respect of a Defined Event, the Company will indemnify the Insured in respect of the cost of replacing locks and keys following upon the disappearance of any key or following upon the Insured having reason to believe that any unauthorised person may be in possession of such key or a duplicate of such key of:

- 15.1 any receptacle; or
- 15.2 the office premises;
- 15.3 after theft has taken place and the Company accepted liability for such claim;

PROVIDED THAT:

- 1. the premises is stated in the Schedule;
- 2. the liability of the Company shall not exceed R5 000 (five thousand rand) in terms of 15.1, 15.2 or 15.3 or R10 000 (ten thousand rand) in the aggregate any one event.

Additional cover may be purchased under the Money Section only, in which case the limit stated in the Schedule will be over and above the automatic cover provided.

16. Property under construction or alteration

Damage to property insured by this Policy in the course of erection and/or completion and/or alteration, and including any loss following interruption or interference with the business in consequence of such damage, until final completion of the contract, shall not exceed R2 500 000 (two million five hundred thousand rand);

PROVIDED THAT:

this Provision shall not apply in respect of damage to:

- 1. any section of incomplete property which has been handed over for use by the Insured and that has been satisfactorily tested and commissioned;
- 2. existing insured property caused by a Defined Event not otherwise excluded by this Policy.

17. Warranties and endorsements

If cover is subject to a specific warranty(ies) or requirement(s) or the premium was reduced as a result of receiving a discount for precautionary measures taken on any Section of this Policy and these measures are not in place, maintained and/or operational at the time of the loss or damage for which a claim is submitted, the Company may reject the claim.

18. Wildlife rangers

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

The Company shall not rise 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 wildlife ranger relating to the services rendered at the insured property.

19. Post-trauma counselling benefit

If an insured event, for which the Company has admitted liability under this Policy, causes trauma to the Insured or to an employee, visitor or guest of the Insured, the Company shall pay a benefit in respect of the costs necessarily incurred for post-trauma counselling;

PROVIDED THAT:

the Company's liability shall not exceed R5 000 (five thousand rand) per person or R50 000 (fifty thousand rand) any one event.

20. Medical evacuation and hospital guarantee benefit

The Company shall, at their discretion, pay for any guest, employee or visitor of the Insured who is seriously injured or ill to be evacuated and admitted to hospital;

PROVIDED THAT:

1. this benefit is limited to R50 000 (fifty thousand rand) per person, per event;
2. the amount paid by the Company shall be refunded by the guest, employee or visitor or recovered if any other insurance policy and or medical benefit is applicable;
3. the Insured shall be responsible for the first R1 000 (one thousand rand) per person.

21. Search and rescue costs

The Company will, at their discretion, pay for the reasonable and necessary search and rescue costs in respect of any employee, guest or visitor;

PROVIDED THAT:

1. the Company's liability is limited to R50 000 (fifty thousand rand) per event;
2. this amount will be recovered if any other insurance policy is applicable.

22. Emergency rescue damage to property

The Company shall pay for the reasonable costs and expenses necessarily incurred to break down a door, security door, any window or glass and/or burglar bars in order to gain access to a room where it is reasonably assumed that a guest, visitor or employee of the Insured is in an emergency related situation, caused either by a medical problem or any other incident;

PROVIDED THAT:

1. the keys were not available to open the door to such room;
2. the Company's liability shall not exceed R10 000 (ten thousand rand) per event.

23. Property protection costs

The Company shall pay up to R25 000 (twenty five thousand rand) per event for all reasonable costs and expenses incurred by the Insured in effecting such temporary repairs and by taking such temporary measures as may be reasonably necessary after loss of or damage to the insured property by an insured event, including but not limited to:

- 23.1 repairs to the burglar alarm system;
- 23.2 boarding up;
- 23.3 hiring of a watchman, guard and/or wildlife ranger.

24. Management cost

(incident/accident support)

The Company shall pay for the costs to appoint an independent individual to assist the Insured following an insured event for which the Company has admitted liability under this Policy:

PROVIDED THAT:

1. the Company must approve the appointment in writing;
2. the Company's liability shall not exceed R10 000 (ten thousand rand) in respect of any one event.

PROPERTY COMBINED

SUB-SECTION A – PROPERTY

DEFINED EVENTS

Damage to the whole or part of the property described in the Schedule, owned by the Insured or for which they are legally responsible, including alterations by the Insured as tenants to the building and structures, by:

1. fire, lightning, thunderbolt, subterranean fire or explosion, but excluding damage to property occasioned by its undergoing any heating or drying process;
2. storm, wind, water, hail or snow, but excluding loss or damage to property:
 - 2.1 arising from its undergoing any process necessarily involving the use or application of water;
 - 2.2 wear and tear or gradual deterioration;
 - 2.3 caused by subsidence or landslip unless so described and specifically insured as a separate item;
 - 2.4 being retaining walls and gabions unless specifically insured as a separate item in the Schedule;
 - 2.5 to property in the open (other than to buildings, structures, or plant designed to exist or operate in the open) unless specifically insured as a separate item in the Schedule;
 - 2.6 to any structure not completely roofed unless specifically insured as a separate item in the Schedule;
3. earthquake or earth tremor but excluding damage to property in the underground workings of any mine;
4. aircraft and other aerial devices or articles dropped therefrom;
5. impact by animals, rocks or boulders, trees, aerials, satellite dishes or vehicles, but excluding damage to such animals, rocks or boulders, trees, aerials, satellite dishes or vehicles or property in or on such vehicles;
6. theft (or any attempt thereat), including theft of contents owned by the Insured or for which they are legally responsible and which is normally used in the course and scope of the Insured's business (as defined) at the address stated in the Schedule, accompanied by forcible and violent entry into or exit from such building. If the building is left vacant for more than 60 (sixty) days in any one calendar year, theft or attempted theft will not apply unless the Company has given its prior written consent to extend cover;

PROVIDED THAT:

the Company's liability in respect of Contents shall not exceed R5 000 (five thousand rand) per event and R10 000 (ten thousand rand) in the annual aggregate;

7. accidental damage to internal and external glass, internal blinds and canopies, fanlights, skylights, greenhouses, conservatories, stoves, ovens, verandas, signwriting, shop fronts, frames, window displays, burglar alarm strips, wires and vibrators, and sanitaryware, including all bathroom fixtures and fittings, up to R100 000 (one hundred thousand rand) any one event;
8. accidental breakage or collapse of radio or television aerials, aerial fittings or masts and satellite dishes (including damage to such television aerials, aerial fittings or masts and satellite dishes), household electrical and gas appliances (including air conditioning units, burglar alarms and built in stoves) up to an amount of R10 000 (ten thousand rand) per event, but excluding loss or damage caused by or resulting from:
 - 8.1 wear and tear;
 - 8.2 depreciation;
 - 8.3 electrical or mechanical breakdown;
 - 8.4 rust, mildew, moth, vermin, insects;
 - 8.5 scratching, denting or chipping;
 - 8.6 the Insured's own domestic pets;
 - 8.7 any gradually operating cause;
 - 8.8 any process of dyeing, cleaning or renovating;
 - 8.9 the action of light or atmospheric conditions;
 - 8.10 confiscation or detention by any process of law;

9. loss of or damage to geysers, water tanks, water apparatus, water pipes, drip trays, pans and water heating systems following sudden and unforeseen bursting and leaking, the property of the Insured installed in the buildings described in the Schedule;

PROVIDED THAT:

1. the Company shall not be liable to pay for loss or damage:
 - 1.1 caused by, or aggravated by, wear and tear, rust, decay or gradual deterioration;
 - 1.2 caused by cracking or splitting of the unit due to wear and tear;
 - 1.3 as a result of faulty material or workmanship, inherent device and latent defects or faulty or defective design;
 - 1.4 recoverable in terms of manufacturer's warranty;
 - 1.5 loss or damage as a result of failure or deliberate withholding of supply of water or electricity or fuel;
2. the Company's liability shall not exceed R12 500 (twelve thousand five hundred rand) per event;
3. the Insured shall be responsible for the first 10% (ten percent) of the claim with a minimum of R1 000 (one thousand rand) for each and every claim.

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

Specific condition

The geyser(s) must be installed in accordance with SANS specification 10254 where applicable and in accordance with the manufacturer's specifications or any other SANS specification applicable. If the Company can demonstrate the geyser was not installed in accordance to specification the Insured shall be liable for the first R1 500 (one thousand five hundred rand) of each claim in addition to any other first amount payable as stated in provision 3 above;

10. damage caused by discharge or leakage from any sprinkler or drencher system or fire extinguishing equipment, but excluding damage caused or aggravated by freezing of the installation or appliances, up to a limit of R50 000 (fifty thousand rand) any one event;
11. plant and machinery forming part of swimming pools, boreholes, jacuzzis and saunas, electrical doors, gates and gate motors;

PROVIDED THAT:

1. the Company's liability shall not exceed R5 000 (five thousand rand) per event;
2. damage caused by or arising from wear and tear or gradual deterioration is excluded.

DEFINITION OF PROPERTY

1. Building(s) insured and described in the Schedule, owned by the Insured or for which the Insured is legally responsible, including all outbuildings thereto, constructed of brick, stone, concrete or metal on metal framework and roofed with slate, tiles, metal, concrete or asbestos, and sporting and recreational structures and plant and machinery pertaining to and associated therewith, landlord's fixtures and fittings therein and thereon, walls (excluding dam walls), gates, posts, fences and concrete, tarred, paved or stone (excluding gravel) covered areas, roads, driveways, paths or parking areas.
2. Contents insured and described in the Schedule, owned by the Insured, including property held in trust or on commission and for which the Insured is legally responsible;

PROVIDED THAT:

1. money and stamps are limited to R10 000 (ten thousand rand) per event;
2. documents, manuscripts and business books, plans and designs, computer system records, patterns, models and moulds are limited to the value of the materials and the cost of labour for recreating it but excludes any expenses in connection with the production of any information contained therein and the value of such information to the Insured;

3. personal effects not otherwise insured (including pedal cycles and tools) of principals, members, directors, partners or employees of the Insured are limited to R10 000 (ten thousand rand) per individual, per event, whilst in the insured building.

SUB-SECTION B – PUBLIC SUPPLY CONNECTIONS

DEFINED EVENTS

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 AND LEVIES

DEFINED EVENTS

1. Rent

Loss of rent as a result of the property insured being so damaged by any of the perils specified as to be totally untenable (including partially untenable) but only for the period necessary for reinstatement and for an amount not exceeding 25% (twenty five percent) 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.

2. Levies

Loss of use to the registered owner of time share units during the indemnity period in consequence of damage by any of the perils specified as to be rendered untenable (including partially untenable);

PROVIDED THAT:

the unit claimed for in terms of this Sub-Section must have suffered damage; and

PROVIDED FURTHER THAT:

1. the amount payable is limited to the actual value of the levy for 1 (one) week that the unit is not available;
2. the Company shall not be liable for payment if a similar unit is available to the registered owner at the insured resort.

SUB-SECTION D – PROPERTY OWNERS LIABILITY

DEFINED EVENTS

Damage 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.

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 the Company's consent for any one event or series of events with one original cause or source shall not exceed R5 000 000 (five million rand).

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

SPECIFIC EXCEPTIONS

The Company will not indemnify the Insured under this Sub-Section in respect of:

1. injury or damage sustained by:
 - 1.1 any member of the same household or family as the Insured;

- 1.2 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;
 - 1.3 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:
 - 2.1 2.1.1 belonging to the Insured;
 - 2.1.2 in the custody or control of the Insured or any employee of the Insured;
 - 2.2 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. 4.1 liability in respect of injury, damage or loss of use of property directly or indirectly caused by seepage, pollution or contamination provided that this Exception shall not apply where such seepage, pollution or contamination is caused by a sudden, unforeseen and unintended occurrence;
 - 4.2 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. 6.1 damages in respect of judgements delivered or obtained in the first instance otherwise than a court of competent jurisdiction within the Republic of South Africa, Botswana, Lesotho, Namibia and Eswatini (formerly Swaziland);
 - 6.2 costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the area described in 6.1 above;
 7. liability consequent upon injury or damage caused by or through or in connection with the trade, profession or occupation of the Insured (other than as the property owner of the insured building);
 8. liability consequent upon injury or damage caused by or through or in connection with the ownership, possession or use by or on behalf of the Insured of any locomotive, rolling stock, airborne craft, watercraft or mechanically propelled vehicle of any kind (other than lawnmowers and pedestrian controlled garden equipment).

MEMORANDA

1. Where more than one Insured is named in the Schedule, the Company will indemnify each Insured separately and not jointly and any liability arising between such Insured shall be treated as though individual policies had been issued to each;

PROVIDED THAT:

the aggregate liability of the Company shall not exceed the limit of indemnity stated in the Schedule.
2. Provided that the aggregate liability of the Company is not increased beyond the limit of indemnity stated, the Company will also indemnify as though an individual policy had been issued to each:
 - 2.1 in the event of the death of the Insured, any personal representative of the Insured in respect of liability incurred by the Insured;
 - 2.2 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.
5. Notwithstanding Specific Exception 3, the Company will indemnify the Insured if a garden services firm is engaged under contract in the maintenance of the garden at the premises stated in the Schedule and is legally liable for the acts or omissions of the employees of the garden services in the course of their employment at these premises.

SPECIFIC EXCEPTIONS

The Company shall not be liable for damage to:

1. land, lakes, earthworks, soil, lawns, outdoor shrubs, outdoor trees, outdoor plants and outdoor gardens. This Exclusion shall not apply to landscaping or landscaped gardens which form an integral part of the insured property;
2. dam walls and dam contents unless specifically insured. This Exclusion shall not apply to reservoir type tanks used for the purpose of the business;
3. outdoor grassed sports playing or recreational surfaces;
4. outdoor parking surfaces unless any such property forms part of the insured property;
5. roads, driveways and pavements which are not tarred or paved;
6. road bridges;
7. aircraft runways and aprons;
8. overhead transmission lines or overhead distribution lines and their supporting structures beyond 150m (one hundred and fifty metres) of the boundaries of the insured premises;
9. property in the course of construction (but not excluding General Provision 17. Property under construction or alteration);
10. locomotives, railway rolling stock, railway lines and railway platforms;
11. employees' own land, improvements thereon and contents thereof;
12. explosives (other than small arms ammunition);
13. growing timber or growing crops;
14. animals, birds or fish other than cover provided in terms of the Extensions relating to Koi fish, Trout stock, Guard dogs and Horses;
15. bullion;
16. precious stones (other than in respect of property of the Insured's employees whilst on the Insured's business premises or forming part of any curio shop stock);
17. aircraft or watercraft;
18. motor vehicles other than the Insured's vehicles under the Motor vehicles whilst parked Extension provided that this Policy will not be called into contribution with any specific motor vehicle insurance;
19. property more specifically insured except for the excess beyond the amount payable under such specific insurance;
20. 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;
21. property due to mildew, damp, rising damp, rust, corrosion or rot.

CLAUSES AND EXTENSIONS

Alterations and misdescription

The insurance under this Section shall not be prejudiced by any alteration or misdescription of occupancy whether due to the transfer of process 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 the Company as soon as practicable after such event and the Insured agrees to pay additional premium if required.

Alterations, renovations and maintenance to existing structures

This Section is extended to include damage to the property stated in the Schedule whilst undergoing any renovations, alterations, extensions, additions, refurbishing, installations, upgrading or maintenance as a result of a Defined Event;

PROVIDED THAT:

1. the liability of the Company shall be limited to an amount of R20 000 (twenty thousand rand) per event;
2. the Insured shall bear the first amount payable stated in the Schedule.

Alternative replacement conditions (design capacity)

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 the Company 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. Provisions 1, 2, 3 and 4 of the reinstatement value conditions apply equally to this Clause;
2. in applying the provisions of Provision 3 of the reinstatement value conditions, the cost (as provided for in Provision 3) "which would have been incurred in replacement or reinstatement if the whole of the insured 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.

Architects' and other professional fees

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;

PROVIDED THAT:

1. the Company's liability shall not exceed the amount stated in the Schedule for this item, or if no amount is stated separately for this item, then the Company's liability shall not exceed 15% (fifteen percent) of the amount payable in respect of such damage, provided that the total amount recoverable shall not exceed the sum insured on the property affected;
2. the amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the Insured's claim.

Beverage leakage

The Company will pay up to R25 000 (twenty five thousand rand) per event for damage to the insured property caused by the leakage of beverages from fixed installations including the resultant loss of beverages. The Insured shall be responsible for the first R1 000 (one thousand rand) in respect of each and every claim.

Capital additions

The insurance under this Section covers alterations, additions and improvements (but not appreciation in value in excess of the sum(s) insured) to the property, other than stock and materials in trade, for an amount not exceeding 15% (fifteen percent) of the sum insured thereon, it being understood that the Insured undertakes to advise the Company each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

Clearance, demolition and erection of hoardings

Following loss or damage by a Defined Event and notwithstanding that physical loss or damage to property may or may not have occurred, the Company shall indemnify the Insured for costs and expenses incurred in respect of the provision, maintenance, erection and dismantling of hoardings; propping, covering and protection of property; demolition, storage, removal and disposal of property; removal, storage and disposal of wreckage, debris, silt and water; clearing and restoring any site; regaining access to any site or works and restoring normal working conditions;

PROVIDED THAT:

1. the Company's liability shall not exceed the amount stated in the Schedule for this item, or if no amount is stated separately for this item, then the Company's liability shall not exceed 25% (twenty five percent) of the amount payable in respect of such damage, provided that the total amount recoverable shall not exceed the sum insured on the property affected;
2. the amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the Insured's claim.

Damage by wild animals

The Company will pay up to R250 000 (two hundred and fifty thousand rand) in any one period of insurance for loss of or damage to the insured property caused by the acts of wild animals. The Insured shall be responsible for the first 10% (ten percent) of the claim with a minimum of R500 (five hundred rand).

Death of guard and tracking dogs

The Company will pay up to R20 000 (twenty thousand rand) per event following the death of or bodily injury to guard/tracking dogs whilst on duty at the insured premises. The Company agrees to the animal's destruction if a qualified veterinarian surgeon certified in writing that the injury is untreatable and that the immediate destruction of the animal is imperative for humane reasons. The cost payable for an attending veterinarian regarding the injured dog will be included but subject to the limit stated for the event. The insured shall be responsible for the first R1 000 (one thousand rand) of each and every claim.

Deterioration of stock

This Section is extended to include loss of or damage to stock in refrigeration, cold storage or cooling units by deterioration, spoilage, decomposition or putrefaction caused by a change in temperature resulting from failure of the public supply of electricity and/or gas, as a Defined Event in terms of this Section;

PROVIDED THAT:

the Company's liability shall not exceed R25 000 (twenty five thousand rand) per event.

Disposal of salvage

Without diminishing the rights of the Company to rely on the provisions of the General Conditions in the event of a loss, the Company agrees that it will not sell or otherwise dispose of any property which is the subject of a claim hereunder without the Insured's consent;

PROVIDED THAT:

the Insured can establish to the satisfaction of the Company that to do so will prejudice their interests, in which event the Company agrees to give the Insured first option to repurchase such property at its fair intrinsic value or market value, whichever is the greater.

The Insured shall not be entitled under the provisions of this Clause to abandon any property to the Company whether taken possession of by the Company or not.

External signs, blinds, canopies and umbrellas

The insurance under this Section is extended to include damage by a Defined Event to external signs, blinds, canopies and umbrellas situated at the premises stated in the Schedule;

PROVIDED THAT:

1. the Insured is legally responsible for the property;
2. the Company's liability is limited to R50 000 (fifty thousand rand) per event;
3. the Insured will be responsible for the first R1 000 (one thousand rand) of each and every claim.

Fatal injury benefit

Following fatal injury to any employee, guest or visitor occasioned by fire, lightning, explosion or the act of wild animal(s) which occurred at the insured premises, the Company will pay a benefit of R10 000 (ten thousand rand), per person, to the estate of the deceased;

PROVIDED THAT:

1. cover is limited to a maximum of five persons per incident;
2. death ensues within 3 (three) months of such injury.

Fire extinguisher refill costs

The Company will pay for the reasonable and necessary cost incurred by the Insured in respect of the refilling of fire extinguisher appliances used following a fire or threat of fire at the insured property.

Flood and safeguard costs

Following an insured event, the Company will pay up to R20 000 (twenty thousand rand) per event for the reasonable and necessary cost to:

1. pump water out from the insured premises;
2. relocate movable property to alternative storage whilst the premises is being reinstated.

Goods in the open

The Company will pay up to R30 000 (thirty thousand rand) per event for damage caused by an insured peril to goods in the open (designed to be in the open) situated at the insured premises. The Insured shall be responsible for the first R1 000 (one thousand rand) of each and every claim.

Guests personal effects

The Company will pay up to R20 000 (twenty thousand rand) per event for damage to guest's personal effects caused by an insured peril (excluding theft) whilst on the insured property and which is not more specifically insured. The Insured shall be responsible for the first R1 000 (one thousand rand) of each and every claim.

Landscaped gardens

The insurance under this Section is extended to cover the cost of restoring landscaped gardens damaged due to a Defined Event or damaged by any emergency service operating at the insured premises as a result of a Defined Event;

PROVIDED THAT:

1. the Company's liability shall not exceed R50 000 (fifty thousand rand) per event;
2. the Insured shall be responsible for the first R1 000 (one thousand rand) of each and every claim.

Loss of water

The Company will pay up to R10 000 (ten thousand rand) per event for charges raised by a local authority for water lost through leakage from pipes on the Insured's property;

PROVIDED THAT:

1. the consumption reading must be at least 50% (fifty percent) more than the average of the previous four readings;
2. the Insured must take immediate steps to repair the pipe(s) affected on the discovery of a leak;
3. this Extension does not cover the cost of the remedial action including repairs to the pipe(s) affected.

In addition, there is no cover for loss of water as a result of leaking taps, heating apparatus or toilet systems, from swimming pool structures or inlet and/or outlet pipes and whilst the property is unoccupied for 60 (sixty) consecutive days.

Mortgagee

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 the Company 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 the Company.

Motor vehicles whilst parked

This insurance under this Section is extended to include the difference between the new replacement value and the retail value of motor vehicles being:

1. the property of the Insured;
2. in trust or on commission to the Insured;
3. in the custody or control of the Insured;

but excluding vehicles belonging to guests, to a maximum value of R500 000 (five hundred thousand rand) damaged as a result of a Defined Event (but excluding impact damage) whilst parked at any premises occupied by the Insured;

PROVIDED THAT:

1. the Company's liability in connection with any one source or original cause shall not exceed the limit stated above;
2. this Extension will only apply in respect of vehicles not older than 12 (twelve) months from date of manufacture when new.

Municipal plans scrutiny fee

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.

Property at exhibitions and/or trade shows

This Section is extended to include damage (as defined) to the Insured's property (excluding laptops, cellular phones and all similar items but including property for which the Insured is legally responsible whilst situated at exhibitions or trade shows), up to R50 000 (fifty thousand rand) per event.

Public authorities' requirements

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:
 - 1.1 the cost incurred in complying with any of the aforesaid regulations:
 - 1.1.1 in respect of damage occurring prior to granting of this Clause;
 - 1.1.2 in respect of damage not insured under this Section;
 - 1.1.3 under which notice has been served upon the Insured prior to the happening of the damage;
 - 1.1.4 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;
 - 1.2 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;
 - 1.3 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 the liability of the Company under this Clause not being thereby increased;
3. if the liability of the Company 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 the liability of the Company 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

The Insured shall not be prejudiced by signing the 'Transnet Cartage (Hazardous Premises) Indemnity' 1952 or other special agreements with Transnet Administration regarding private sidings or similar agreements with other government bodies or standard forms of contract issued by Professional or Industry Associations.

Reinstatement value conditions

In the event of property (other than stock or motor vehicles) being damaged, the basis upon which the amount payable is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to nor more extensive than the insured property when new;

PROVIDED THAT:

1. the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company 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, the Company 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 sums 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:
 - 4.1 the Insured fails to intimate to the Company within 6 (six) months of the date of damage, or such further time as the Company may in writing allow, their intention to replace or reinstate the property;
 - 4.2 the Insured is unable or unwilling to replace or reinstate the property on the same or another site.

Removal of trees

This Section is extended to include costs incurred by the Insured in the:

1. removal of trees or branches, which have fallen as a direct result of a Defined Event, whether causing damage or not;
2. felling and removal of trees or branches which, as a direct result of a Defined Event, pose a threat to damage insured property;

PROVIDED THAT:

the Company's liability shall not exceed R10 000 (ten thousand rand) per event.

Seasonal increases (wet and dry stock)

During the months of December and January and for a period of 15 (fifteen) days immediately before and during the Easter Weekend, the stock sum insured will be deemed to have been increased by 10% (ten percent) at no additional premium.

Temporary removal

Except in so far as it is otherwise insured the property 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 Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini (formerly Swaziland), Zambia, Zimbabwe, Mozambique and Malawi;

PROVIDED THAT:

1. unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, the liability of the Company shall not exceed 15% (fifteen percent) 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 that part of the premises from which the property is temporarily removed.

Tenants

The Company's liability to the Insured shall not be affected by any act or omission on the part of any owner of a building or any tenant (other than the Insured) without the Insured's knowledge. The Insured shall, however, inform the Company 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 the Insured's knowledge and will be responsible for any additional premium payable from the date any increased hazard shall be assumed by the Company.

Valuation of library items

The basis of valuation and loss settlement in respect of loss or damage to library items shall be the aggregate price paid for all items purchased in the year prior to the period of insurance divided by the number of items purchased in such year multiplied by the total number of items in the library at the time of loss or damage plus 30% (thirty percent);

PROVIDED THAT:

should a sum insured greater than the average value be required in respect of a specific item then its existence and replacement or intrinsic value must be substantiated by verifiable documentary evidence from a recognised or professional source.

Valuation of works of art

The basis for the application of average and for the settlement of any loss or damage in respect of works of art and antiques shall be the value as certified by a professional valuer.

OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

Average extension: Day One Basis (non-adjustable) – applicable to buildings and machinery only

The items to which this Extension applies and their declared values are shown in the Schedule.

1. The Insured having stated in writing the declared value incorporated in each item to which this Extension applies and the premium has been calculated accordingly.

'Declared Value' shall mean the Insured's assessment of the cost of reinstatement of the property insured arrived at in accordance with the first paragraph of the Reinstatement Value Conditions at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently to the fixing of the Declared Value) together with, in so far as the insurance by the item provides, due allowance for:

- 1.1 the additional costs of reinstatement to comply with Public Authority Requirements (as stated herein);
 - 1.2 architects' and other professional fees (as stated herein);
 - 1.3 costs of demolition and clearing and erection of hoardings (as stated herein).
2. At the inception of each period of insurance, the Insured shall notify the Company of the declared value of the property by each of the said item(s). In the absence of such declaration, the last amount declared by the Insured shall be taken as the declared value for the ensuing period of insurance.

3. Notwithstanding any General Condition or endorsement to the contrary, the following wording applies to Provision 3 of the Reinstatement Value Conditions:

"Each item insured under these conditions is declared to be separately subject to the following condition of average, namely:

if, at the time of damage, the declared value of the property covered by such item be less than the cost of reinstatement (as defined in paragraph 1.1 above) at the inception of the period of insurance, then the Company's liability for any loss hereby insured shall be limited to that proportion thereof which the declared value bears to such cost of reinstatement."

The following special memorandum is added to the Reinstatement Value Conditions:

Where, by reason of any of these conditions, no payment is to be made beyond the amount which would have been payable under the Policy if this Extension had not been incorporated therein, the rights and liabilities of the Company and the Insured in respect of the destruction or damage shall be subject to the terms and conditions of the Policy including any condition of average therein, as if this Extension had not been incorporated therein, except that the total amount payable shall be limited to a maximum of the percentage of the declared value shown in the Schedule.

4. In the event of loss, the liability of the Company in respect of property to which this Extension applies shall not exceed the sums insured stated in the Schedule.
5. If this Section of the Policy is subject to a capital additions clause, then such clause is deleted and replaced by the following:

"The insurance hereby extends to cover alterations, additions and improvements (but not appreciation in value in excess of the sums insured) to property specified herein (other than stocks) for an amount not exceeding 10% (ten percent) of such sums insured, it being understood that the Insured undertakes to advise the Company each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon".

Death of horses

Notwithstanding Specific Exception 14, this Section is extended to include the death of horses, belonging to the Insured, as a result of a Defined Event or as a result of any emergency service operating at the insured premises due to such Defined Event;

PROVIDED THAT:

1. the Company's liability shall not exceed R25 000 (twenty-five thousand rand) per event;
2. the Insured shall bear the first amount payable of R1 000 (one thousand rand) for each and every claim.

Escalation/Inflation (Year 1 and Year 2)

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, the Insured shall notify the Company 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.

Game fencing and gates

This Section is extended to include the cost of replacing property boundary fencing, game fencing and gates following a Defined Event (excluding theft) up to the amount stated in the Schedule. Any inner fences, grids or holding facilities or items are excluded and must be specifically insured and stated in the Schedule.

Geyser maintenance (All Risks)

This Section is extended to include loss of or damage to the geyser(s) and attachments (as defined), directly or indirectly caused by or attributed to or arising from rupturing, rust, decay, gradual deterioration, wear and tear, cracking, splitting, inherent vice or latent defect;

PROVIDED THAT:

1. the Company's liability will not exceed the amount stated in the Schedule;
2. the Insured shall be responsible for the first amount payable as stated in the Schedule in respect of each and every claim;

PROVIDED FURTHER THAT:

the Company will not be liable for:

1. loss of or damage directly or indirectly caused by or contributed to or arising from faulty or defective design;
2. consequential loss of any kind whatsoever;
3. loss of or damage directly or indirectly caused by or contributed to or arising from the failure of and/or the deliberate withholding and/or lack of supply of water, gas, electricity or fuel;
4. any item forming part of the geyser and attachments covered by any guarantee;
5. the call out cost to attend to isolated incidents relating to the following without actual geyser related damage:
 - 5.1 ripple relays;
 - 5.2 faulty circuit breakers.

Definition of geyser – applicable to Geyser maintenance (All Risks)

The geyser unit itself including the cylinder, cover, thermostat, element, vacuum breaker(s), safety valve, pressure control valve, expansion relief valve, sacrificial anode, drain cock, drip trays and pans, wiring from the element to the isolator switch including the isolator switch.

Specific condition – applicable to Geyser maintenance (All Risks)

The geyser(s) must be installed in accordance with SANS specification 10254 where applicable and in accordance with the manufacturers specifications or any other SANS specification applicable.

Koi fish

Notwithstanding Specific Exception 14, this Section is extended to include the death of Koi fish, belonging to the Insured, as a result of a Defined Event or as a result of any emergency service operating at the insured premises due to such Defined Event;

PROVIDED THAT:

1. the Company's liability shall not exceed the amount stated in the Schedule;
2. the Insured shall bear the first amount payable stated in the Schedule.

Prevention of access (extension to Sub-Section C)

If property within a 10 km (ten kilometre) 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, the Company will pay any loss of rent the Insured may incur as a result thereof up to an amount not exceeding 25% (twenty five percent) of the sum insured on the affected property any one event and not exceeding R20 000 000 (twenty million rand) any one period of insurance. The loss of rent calculation will be based on the rent payable immediately preceding the loss or damage or its equivalent rental value.

Riot and strike

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:

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:

1. loss or damage occurring in the Republic of South Africa and Namibia;
2. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
5. loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 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 the Company can demonstrate that, by reason of Provision 1, 2, 3, 4 or 5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

Subsidence and landslip (extended cover)

1. This Section is extended to include loss of or damage to the insured property caused by subsidence or landslip of the land supporting the said insured property or heave thereof;

PROVIDED THAT:

such loss or damage is not caused by or does not arise from:

1. normal settlement, shrinkage or expansion of the land supporting the insured property;
 2. alterations, additions or repairs to the insured property;
 3. compaction or infill;
 4. defective or faulty design, materials or workmanship;
 5. excavations other than mining operations;
 6. contraction and or expansion of soil, clay or similar types or moist or damp;
 7. removal or weakening of support to the insured property.
2. The Company will not be liable for:
 - 2.1 loss of or damage to septic or conservancy tanks, drains, water courses unless the building(s) is damaged at the same time by the same event;
 - 2.2 consequential loss whatsoever;
 - 2.3 damage existing at commencement of cover.
3. The Insured will be responsible for the first 5% (five percent) of the claim minimum R5 000 (five thousand rand) of each and every occurrence giving rise to a claim.
4. If required the Insured must give proof that the loss or damage being claimed for was caused by subsidence, landslip or heave.

Theft of external fixtures and fittings

1. Defined Event 6 under Sub-section A is extended to include theft of external fixtures and fittings of any insured building(s) at the premises described in the Schedule, accompanied by visible signs of forcible and violent means or visible signs of forcible and violent entry into or exit from such premises or any attempt thereat or as a result of theft, or any attempt thereat, following violence or threat of violence.
2. The insured shall be responsible for the first 10% (ten percent) of the claim with a minimum of R750 (seven hundred and fifty rand) of each and every claim.

Trout stock

Notwithstanding Specific Exception 14, this Section is extended to include the death of Trout stock, the property of the Insured, as a result of contamination or pollution of the Trout dams from chemicals or waste;

PROVIDED THAT:

1. the Company's liability shall not exceed R25 000 (twenty five thousand rand) per event;
2. the Insured shall bear the first amount payable as stated in the Schedule.

OFFICE CONTENTS

SUB-SECTION A – CONTENTS

DEFINED EVENTS

Loss of or damage to the whole or part of the contents (as defined in Definition of contents) described in the Schedule, owned by the Insured or for which they are legally responsible, including alterations by the Insured as tenants to the building and structures, by:

1. fire;
2. lightning and thunderbolt;
3. subterranean fire;
4. explosion;
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. special perils:
 - 6.1 storm, wind, water, hail or snow but excluding damage to property:
 - 6.1.1 arising from its undergoing any process necessarily involving the use or application of water;
 - 6.1.2 caused by tidal wave originating from earthquake;
 - 6.1.3 in the underground workings of any mine;
 - 6.1.4 in the open (other than buildings, structures and plant designed to exist or operate in the open) unless specifically insured as a separate item in the Schedule;
 - 6.1.5 in any structure not completely roofed unless specifically insured as a separate item in the Schedule;
 - 6.2 aircraft and other aerial devices or articles dropped therefrom;
 - 6.3 impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles;

PROVIDED THAT:

this Defined Event (special perils) does not cover:

1. wear and tear or gradual deterioration;
2. damage caused or aggravated by:
 - 2.1 leakage or discharge from any sprinkler or drencher system in the buildings insured hereby exceeding R50 000 (fifty thousand rand) unless otherwise stated in the Schedule.
 - 2.2 subsidence or landslip;
 - 2.3 the Insured's failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimization of any damage;
 - 2.4 mildew, damp, rising damp, rust, corrosion or rot;
7. accidental damage to sanitary-ware and fixed glass up to R50 000 (fifty thousand rand) for each and every incident of such damage and the Insured shall be responsible to pay the first R1 000 (one thousand rand);
8. theft;

PROVIDED THAT:

- 8.1 theft was accompanied by visible signs of forcible and violent entry to or exit from the premises or any attempt thereat or as a result of theft (or any attempt thereat) following violence or threat of violence;
- 8.2 the Company shall not be liable to pay more than 25% (twenty five percent) of the sum insured per event. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

DEFINITION OF CONTENTS

1. Contents shall mean:
 - 1.1 all contents contained in the office and/or consulting room situated as described in the Schedule but excluding documents as defined in Sub-Section C;
 - 1.2 landlord's fixtures and fittings, the property of the Insured or for which they are legally responsible;
 - 1.3 property owned by any partner or director or employee of the Insured up to R10 000 (ten thousand rand) in the case of any one person or R20 000 (twenty thousand rand) in the aggregate any one event;
 - 1.4 the Company shall not be liable to pay for:
 - 1.4.1 electronic data and processing equipment of any description;
 - 1.4.2 computers and all related hardware and peripherals;
 - 1.4.3 information or data stored in or on any of the equipment defined in 1.4.1 and 1.4.2 or more specifically insurable under the Electronic Equipment Section of the Policy;
 - 1.4.4 fax machines;
 - 1.4.5 telephone systems of any description;
 - 1.4.6 copier machines and scanners forming part of a data system or network.
2. Loss of or damage to the whole or part of the property insured under Sub-Section C and the consequences thereof insured under Sub-Section D.
3. Loss and/or expenditure described in Sub-Sections B and E.

LIMITATIONS

The Company's 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 up to R10 000 (ten thousand rand) per event.

SPECIFIC EXCEPTION

This Sub-Section does not cover:

1. property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi and Mozambique;
2. designs, patterns, models or moulds (except to the extent that the said articles are insured in terms of Sub-Section A), stock in trade, samples, motor vehicles and motor vehicle accessories, money, securities, stamps, jewellery or precious stones;
3. consequential loss.

SUB-SECTION B – RENT

DEFINED EVENTS

Loss of rent actually incurred by the Insured 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% (twenty five percent) of the sum insured or value (whichever is the lesser) 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

DEFINED EVENTS

Loss of or damage to documents normally kept at the office premises by any peril not specifically excluded up to R50 000 (fifty thousand rand) per event, towards labour and reinstatement cost. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

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 the Insured in the business and owned by them or for which they are responsible, excluding money, current postage or revenue stamps, cancelled and uncanceled coupons, securities, bearer bonds, cheques, drafts and any written order to pay a sum certain in money and any written evidence of indebtedness or obligation and all property carried or held as samples or for sale or for delivery after sale. The term 'documents' shall include computer software and computer data carrying media unless otherwise stated in the Schedule. The term 'documents' shall also include all of the types of document described above that are in electronic format;

PROVIDED THAT:

duplicate records of such documents are maintained away from the insured premises described in the Schedule.

LIMITATIONS

The Company's liability under this Sub-Section is limited to all costs, charges and expenses incurred by the Insured in replacing or restoring such documents.

SPECIFIC EXCEPTION

This Sub-Section does not cover:

1. loss or damage caused by:
 - 1.1 electric or electronic or magnetic injury, disturbance or erasure of electronic or magnetic recordings except by lightning;
 - 1.2 vermin or inherent defect or by processing, copying or other work upon the documents;
 - 1.3 the dishonesty of any principal, partner or director of the Insured whether acting alone or in collusion with others. This Exception shall not apply to any director who is also an employee of the Insured and whom the Insured have the right at all times to govern, control and direct in the performance of his work in the service of the Insured and in the course of the business;
2. wear and tear or gradual deterioration;
3. costs involved in re-shooting films and audio-visual material and re-recording audio tapes.

SUB-SECTION D – LIABILITY DOCUMENTS

DEFINED EVENTS

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 the Company under Sub-Section C unless such payment, reinstatement, repair or liability has not been made or admitted solely because the Insured is required to bear the first portion of the loss. The Company will not pay more than R10 000 (ten thousand rand) per event. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

SPECIFIC EXCEPTION

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

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".

SUB-SECTION E – INCREASE IN COST OF WORKING

DEFINED EVENTS

Any additional expenditure not otherwise provided for in this Section reasonably incurred by the Insured 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 the Company under Sub-Section A or C.

The Company will not be liable to pay more than 25% (twenty five percent) of the sum insured in terms of Sub-Section A – Contents.

SPECIFIC CONDITION

Burglar alarm warranty

It is a condition precedent to the liability of the Company that a burglar alarm system will be installed in all premises stated in the Schedule and warranted that:

1. the burglar alarm installed in the premises shall be fully activated whenever the premises is/are not open for normal business unless any principal, partner, director or employee is in the premises;
2. the insurance shall not cover loss of or damage to property following the use of keys, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to the Insured unless such keys, keypad code or remote control were obtained by theft.

Unless specifically stated to the contrary, all premises shall be protected by such alarm and it is further warranted that:

1. the contract for any burglar alarm services shall include services of a 24-hour armed response unit;
2. the control panel shall have an event log and the arming and disarming of the alarm shall be logged and after the occurrence of a claim the Company will be entitled to request full information of the relevant log;
3. such alarm will be maintained in proper working order but the Insured 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;

PROVIDED THAT:

cover will continue to be applicable whilst the alarm system is not operative due to a failure of the public supply of electricity at the terminal ends of the supply authority's service feeders and that such failure is not due to any act or omission of the Insured.

CLAUSES AND EXTENSIONS

Alterations and misdescription

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 the Company as soon as practicable after such event and the Insured agrees to pay an additional premium if required.

Capital additions

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% (twenty percent) of the sum insured thereon, it being understood that the Insured undertakes to advise the Company at the end of each period of insurance of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

New and additional premises

If the Insured occupies offices or consulting rooms other than those situated as stated in the Schedule in the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi and Mozambique, 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:

1. the Insured shall, within a reasonable time of taking occupation, advise the Company thereof and pay additional premium calculated pro-rata from the time of taking occupation until the end of the then current period of insurance;
2. this Clause shall not apply to any loss if and so far as the same is otherwise insured.

Removal of debris

The insurance under this Section is extended to include such reasonable costs and expenses as may be necessarily incurred by the Insured in respect of the removal of debris following loss of or damage to the insured property by any peril hereby insured against;

PROVIDED THAT:

the liability of the Company 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.

The Company 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.

Replacement value condition

The basis upon which the amount payable for a claim in respect of contents is calculated shall be either:

1. 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
2. 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 the Insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

Temporary removal

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 Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini (formerly Swaziland), Zambia, Zimbabwe, Mozambique and Malawi;

PROVIDED THAT:

1. unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, the liability of the Company shall not exceed 20% (twenty percent) 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.

Temporary repairs and measures after loss

The insurance under this Section is extended to include all costs and expenses incurred by the Insured in effecting such temporary repairs and by taking such temporary measures as may be reasonably necessary after loss of or damage to the insured property by any peril hereby insured against;

PROVIDED THAT:

the liability of the Company for such loss or damage and costs and expenses shall not exceed in the aggregate R50 000 (fifty thousand rand) per insurance period.

Tenants

The Company's liability to the Insured shall not be affected by any act or omission on the part of any owner of a building or any tenant (other than the Insured) without the Insured's knowledge. The Insured shall, however, inform the Company as soon as any such act or omission which is a contravention of any of the Terms, Exceptions and Conditions of this Section comes to their knowledge and will be responsible for any additional premium payable from the date any increased hazard shall be assumed by the Company.

OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule be included)

Additional Leakage — first loss

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

Where a limit is shown against this additional peril in the Schedule, the amount of such limit shall be the maximum liability of the Company in respect of any one event and, for the purposes of this Extension only, the following shall be substituted for the average condition hereinbefore expressed:

"If the property insured is, at the commencement of any damage to such property by discharge or leakage, collectively of greater value than the sum insured thereon against fire damage, then the Company 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 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, to which this Extension applies shall be separately subject to this Clause."

In respect of this Extension only, Provision 2.1 of Defined Event 6 under Sub-Section A is deleted.

Riot and strike

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:

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:

1. loss or damage occurring in the Republic of South Africa and Namibia;
2. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
5. loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 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 the Company can demonstrate that, by reason of Provision 1, 2, 3, 4 or 5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

Theft (non-forcible)

Defined Event 8 under Sub-Section A is deleted and replaced by:

Theft or any attempt thereat other than by any principal, partner, director or employee of the Insured:

PROVIDED THAT:

1. the Company shall not be liable to pay more than 25% (twenty five percent) of the sum insured per event;
2. the provision for Average shall not apply to this Optional Extension.

BUSINESS INTERRUPTION

DEFINED EVENTS

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

1. the Property Combined section of this Policy;
2. the Office Contents section of this Policy
3. the Goods in Transit section of this Policy;
4. any other material damage insurance covering the interest of the Insured;

but only in respect of perils insured under the Property Combined Section (excluding theft and accidental damage perils) hereof and the additional perils stated in the Schedule to be included (hereinafter termed Damage).

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 minimize 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 (thirty) days after the expiry of the indemnity period, or within such further time as the Company may in writing allow, at their own expense deliver to the Company in writing a statement setting forth particulars of their claim together with details of all other insurance covering the loss or any part of it or consequential loss of any kind resulting therefrom. No claim under this Section shall be payable unless the terms of this Specific Condition have been complied with and, in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

Item 1. Gross profit (difference basis)

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

1. reduction in turnover; and
2. increase in cost of working;

and the amount payable as indemnity hereunder shall be:

1. 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;

2. 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 (twelve) months or less, or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 (twelve) months.

Item 1. Gross profit (additional basis)

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

1. reduction in turnover; and
2. increase in cost of working;

and the amount payable as indemnity hereunder shall be:

1. 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;

2. 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 (twelve) months or less, or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 (twelve) months.

Memorandum

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:

1. loss of gross rentals; and
2. increase in cost of working;

and the amount payable as indemnity hereunder shall be:

1. 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;

2. 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 (twelve) months or less, or the appropriate multiple of the annual gross rentals where the maximum indemnity period exceeds 12 (twelve) months.

Item 3. Revenue

The insurance under this item is limited to:

1. loss of revenue; and
2. increase in cost of working;

and the amount payable as indemnity hereunder shall be:

1. 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;

2. 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 (twelve) months or less, or the appropriate multiple of the annual revenue where the maximum indemnity period exceeds 12 (twelve) 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 utilized 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 utilized 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. Levies – Loss of use

The insurance provided under this item is limited to loss of use to the registered owner of timeshare or share block units during the indemnity period in consequence of the Damage (as defined) but only for the period necessary for reinstatement;

PROVIDED THAT:

1. the timeshare or share block units claimed for in terms of this Extension must have suffered Damage;
2. the amount payable is limited to the actual value of the levy for one week that the unit is not available;
3. the Company shall not be liable for payment if a similar unit is available to the registered owner at the insured resort.

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: - the sum of the turnover and the amount of the closing stock shall exceed; - 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.
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.
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).
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).

Memorandum applicable to all definitions:

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.

<i>Standard turnover, standard revenue and/or standard gross rentals</i> The turnover (revenue) (gross rentals) during that period in the twelve months immediately before the date of the Damage which corresponds with the indemnity period	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 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 Damage.
<i>Annual turnover, annual revenue and/or annual gross rentals</i> The turnover (revenue) (gross rentals) during the twelve months immediately before the date of the Damage	
<i>Rate of gross profit</i> The rate of gross profit earned on the turnover during the financial year immediately before the date of the Damage	

CLAUSES AND EXTENSIONS

Accountants

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

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.

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 Policy, such newly added premises shall be deemed to be included subject to notification to the Company within 30 (thirty) days from the date of first occupancy of the additional premises, subject to a maximum limit of indemnity as specified in the Schedule under either Gross Profit/Gross Rentals/Revenue.

Departmental

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 (twelve)), the amount payable shall be proportionately reduced.

Deposit premium

In consideration of the premium by items 1 (gross profit), 2 (gross rentals) or 3 (revenue) being provisional in that it is calculated on 75% (seventy five percent) of the sum insured, the premium is subject to adjustment on expiry of each period of insurance as follows:

1. In the event of the gross profit/gross rentals/revenue earned (proportionately increased if the number of months referred to in the definition of indemnity period exceeds 12 (twelve)) during the financial year most nearly concurrent with any period of insurance being less or greater than 75% (seventy five percent) of the sum insured thereon, a pro-rata return or additional premium not exceeding 33.3% (thirty three and one third percent) of the provisional premium paid for such period of insurance will be made in respect of the difference.
2. In the event of a claim being made under this Section, the amount paid or payable thereon shall be regarded as actually earned.

Extensions to other premises – confined to the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini (formerly Swaziland), Zimbabwe, Zambia, Malawi and Mozambique.

Loss as insured by this Section resulting from interruption of or interference with the business in consequence of physical Damage (as per the Business Interruption Defined Events) at the following situations or to the following property shall be deemed to be loss resulting from damage to property used by the Insured at the premises:

1. Contract sites

Any situation not in the occupation of the Insured where the Insured is carrying out a contract.

2. Prevention of access

Property within a 10 km (ten kilometre) radius of the Insured's premises stated in the Schedule, physical destruction of or physical damage to which shall prevent or hinder the use of the Insured's premises or access thereto, whether the premises or property of the Insured therein shall be damaged or not;

PROVIDED THAT:

the Company will not be liable to pay more than 75% (seventy five percent) of the gross profit, gross rentals or revenue sum insured for each and every event or R20 000 000 (twenty million rand), whichever is the lesser.

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 in the occupation of the Insured.

Output (alternative basis)

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:

1. only the meaning of output or the meaning of turnover shall be operative in connection with any one event resulting in interruption;
2. if the meaning of output be used:
 - 2.1 the accumulated stocks clause shall be inoperative;
 - 2.2 the memo at the end of the definitions shall read as follows:

"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

If the Insured shall hold a salvage sale during the indemnity period clause 1 of item 1 (gross profit) shall, for the purposes of such claim, read as follows:

- "1. 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."

Undamaged Stock

The Company will indemnify the Insured up to a maximum of R100 000 (one hundred thousand rand) per event for loss of stock or materials in trade not directly affected by the Damage, which would have been utilised by the business during the indemnity period had the Damage not occurred and which cannot be utilised during or after the indemnity period due to such stock or materials in trade:

1. having an expiry, sell by or best before date;
2. having a limited shelf life;
3. perishing, deteriorating, spoiling, decomposing or putrefying due to it not being consumed, utilised or processed;
4. being intended for a specific event.

OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

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 1. of the Accidental Damage Section of this Policy (hereinafter termed 'damage');

PROVIDED THAT:

1. 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;
2. 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.

Extensions to other premises – confined to the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi and Mozambique.

Loss as insured by this Section resulting from interruption of or interference with the business in consequence of physical Damage (as per the Business Interruption Defined Events) at the following situations shall be deemed to be loss resulting from Damage to property used by the Insured at the premises:

1. Prevention of access – extended cover

Property within a 10 km (ten kilometre) radius of the insured premises, physical destruction of or physical Damage to which shall prevent or hinder the use of the insured premises or access thereto, whether the premises or property of the Insured therein shall be damaged or not;

PROVIDED THAT:

the Company will not be liable to pay more than 75% (seventy five percent) of the gross profit, gross rentals or revenue sum insured for each and every event or R20 000 000 (twenty million rand), whichever is the lesser.

For the purpose of this Extension only, "insured premises" shall mean:

- 1.1 the Insured's premises stated in the Policy Schedule;
- 1.2 Additional premises and Extensions to other premises as stated under Clauses and Extensions of this Business Interruption Section;
- 1.3 Extensions to other premises as stated under the Optional Clauses and Extensions of the Business Interruption section being:
 1. Specified suppliers/sub-contractors;
 2. Specified customers;
 3. Unspecified suppliers;
 4. Public utilities – insured perils only;
 5. Public telecommunications – insured perils only;

but only if the applicable optional extension has been selected and is stated in the Policy Schedule to be included.

2. Public telecommunications – insured perils only

- 2.1 property at the premises of any public authority which is empowered by law to supply a telecommunications facility to the Insured;
- 2.2 the transmission facilities network for the public authority mentioned in 2.1;

PROVIDED THAT:

the Company will not be liable to pay more than 75% (seventy five percent) of the gross profit, gross rental or revenue sum insured for each and every event or R20 000 000 (twenty million rand), whichever is the lesser.

3. Public utilities – insured perils only

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;

PROVIDED THAT:

the Company will not be liable to pay more than 75% (seventy five percent) of the gross profit, gross rentals or revenue sum insured for each and every event or R20 000 000 (twenty million rand), whichever is the lesser.

4. Specified suppliers/sub-contractors

The premises of the direct suppliers and sub-contractors specified in the Schedule subject to stated limits;

PROVIDED THAT:

the Company shall not be liable to pay more than 25% (twenty five percent) of the gross profit amount towards any specified supplier/sub-contractor unless stated otherwise in the Schedule for each and every claim.

5. Specified customers

The premises of the direct customers specified in the Schedule subject to stated limits;

PROVIDED THAT:

the Company shall not be liable to pay more than 25% (twenty five percent) of the gross profit amount towards any specified customer unless stated otherwise in the Schedule for each and every claim.

6. Unspecified suppliers

The premises of any other of the Insured's direct 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;

PROVIDED THAT:

the Company shall not be liable to pay more than 10% (ten percent) of the gross profit amount towards any unspecified supplier unless stated otherwise in the Schedule for each and every claim.

Loss of game

Loss as insured by this Section resulting in interruption or interference with the business due to the death of game by bush fire or flood;

PROVIDED THAT:

1. costs incurred to minimise the loss will only be included with the written consent of the Company;
2. the Company's Liability will not exceed R1 000 000 (one million rand) per event.

Theft by forcible entry

The following Defined Event is added:

Theft accompanied by forcible and violent entry into or exit from the premises in respect of which payment has been made or liability admitted under the Theft Section of this Policy or any attempt thereat or as a result of theft (or any attempt thereat) following violence or threat of violence;

PROVIDED THAT:

1. the Company will not be liable under this Extension for theft or attempted theft by any principal, partner, director or employee of the Insured;
2. the Company shall not pay more than the sum insured stated in the Schedule for the Theft Section for both this Section and the Theft Section combined.

ACCOUNTS RECEIVABLE

DEFINED EVENTS

Loss or damage as a result of accident or misfortune (hereinafter termed Damage) to the Insured's 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 the Insured, in consequence whereof the Insured is unable to trace or establish the outstanding debit balances in whole or part due to the Insured;

PROVIDED THAT:

the liability of the Company shall not exceed the sum 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 the Insured shall notify the Company in writing of such removal within 30 (thirty) days thereafter.

The Company will also pay all reasonable collection costs and expenses incurred by the Insured in excess of normal collection costs and expenses made necessary because of such Damage.

SPECIFIC EXCEPTIONS

The Company will not pay for:

1. loss resulting from loss or Damage to the books of account or other business books or records caused by:
 - 1.1 wear and tear or gradual deterioration or moths or vermin;
 - 1.2 detention, seizure or confiscation by any lawfully constituted authority;
 - 1.3 electrical or electronic or magnetic injury, disturbances or erasure unless the Insured maintains the duplicate records referred to in the Duplicate Records Clause of this Section, in which case the Insured will be responsible for the first R500 (five hundred rand) of each and every loss;
2. loss caused by fraud or dishonesty of any principal, director, partner or employee of the Insured.

SPECIFICATION

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

1. the difference between:
 - 1.1 the outstanding debit balances; and
 - 1.2 the total of the amounts received or traced in respect thereof; plus
2. 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: 1. bad debts; 2. 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 3. any abnormal conditions 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 EXTENSIONS

Accountants

Any particulars or details contained in the Insured's books of account or other business books or records 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.

Adjustment

In consideration of the premium under this Section being provisional in that it is calculated on 75% (seventy five percent) of the sum insured, the premium will be adjusted as follows:

On the expiry of each period of insurance, the actual premium shall be calculated at the rate percent 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, the Insured shall pay the difference. If it is less, the difference shall be repaid to the Insured, but such repayment shall not exceed 33.3% (thirty three and one third percent) 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, the Insured shall be deemed to have declared such sum insured.

Declarations

The Insured shall, within 60 (sixty) days of the end of each month or other agreed period, provide the Company with a signed statement showing the total amount outstanding in customers' accounts as set out in the Insured's accounts as at the end of the said month.

Duplicate records

Whether in electronic format or otherwise, the Insured shall maintain duplicate records 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 original documents.

OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

Protections

Whether in electronic format or otherwise, the Insured's books of account, or other business books or records containing details of outstanding balance, 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.

Riot and strike

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:

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:

1. loss or damage occurring in the Republic of South Africa and Namibia;
2. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
5. loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 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 the Company can demonstrate that, by reason of Provision 1, 2, 3, 4 or 5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

Transit

The insurance under this Section includes loss as defined to the Insured's books of account or other business books or records, including all such records that are in electronic format, whilst in transit to or from the premises or residence of any director, partner, employee or accountant of the Insured.

THEFT

DEFINED EVENTS

Loss of or damage to all contents (the property of the Insured or for which they are legally responsible) of any insured building(s) at the insured premises described in the Schedule as a result of theft accompanied by visible signs of 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.

The Company will also pay for loss or damage to property as a result of:

1. Losses caused or accompanied by:

- 1.1 a thief or thieves being concealed upon the insured premises before close of business;
- 1.2 entry to and/or exit from the premises being effected by use of a skeleton key or other similar device (excluding a duplicate key);

PROVIDED THAT:

the Insured shall establish to the satisfaction of the Company that such a key or device was used.

2. Losses whilst in a building at any additional premises:

PROVIDED THAT:

1. such additional premises are advised to the Company within 30 (thirty) days from the time the risk attaches to the Company;
2. an additional premium, if any, is paid;
3. the Company's liability in respect of this Extension shall not exceed 50% (fifty percent) or the amount stated in the Schedule.

3. Damage to buildings

Damage to the buildings including landlord's fixtures and fittings whether inside the buildings or attached to the outside of the buildings at the insured premises in the course of theft or any attempt thereat;

PROVIDED THAT:

the Company will not be liable to pay more than R10 000 (ten thousand rand).

4. Additional costs

The Company will also pay for costs incurred but excluding any amount recoverable under any other Provision or Section in respect of:

- 4.1 loss of buildings, landlord's fixtures and fittings at the insured premises as a result of theft accompanied by forcible and violent entry into or exit from such building or any attempt thereat or as a result of theft;
- 4.2 temporary repairs in respect of 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;

PROVIDED THAT:

1. the Company shall not be liable to pay more than R10 000 (ten thousand rand) in the aggregate each and every event;
2. the Insured shall be responsible for the first R750 (seven hundred and fifty rand) of each and every claim.

MEMORANDUM – ALL CONTENTS

The term 'all contents' includes personal effects, tools and pedal cycles the property of the Insured or any principal, partner, director or employee of the Insured in so far as such property is not otherwise insured up to R5 000 (five thousand rand) in the case of any one person or R20 000 (twenty thousand rand) in the aggregate any event.

LIMITATIONS

The Company's liability under this 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 subject to a maximum of R5 000 (five thousand rand) any event.

SPECIFIC CONDITION

Burglar alarm warranty

It is a condition precedent to the liability of the Company that a burglar alarm system will be installed in all premises stated in the Schedule and warranted that:

1. the burglar alarm installed in the premises shall be fully activated whenever the premises is not open for normal business unless any principal, partner, director or employee is in the premises;
2. the insurance shall not cover loss of or damage to property following the use of keys, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to the Insured unless such keys, keypad code or remote control were obtained by theft.

Unless specifically stated to the contrary, all premises shall be protected by such alarm and it is further warranted that:

1. the contract for any burglar alarm services shall include services of a 24-hour armed response unit;
2. the control panel shall have an event log and the arming and disarming of the alarm shall be logged and after the occurrence of a claim the Company will be entitled to request full information of the relevant log;
3. such alarm will be maintained in proper working order but the Insured 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;

PROVIDED THAT:

cover will continue to be applicable whilst the alarm system is not operative due to a failure of the public supply of electricity at the terminal ends of the supply authority's service feeders and that such failure is not due to any act or omission of the Insured.

SPECIFIC EXCEPTIONS

The Company 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, credit card vouchers, postal orders, money orders, current negotiable stamps and documents or certificates of a negotiable nature;
4. loss or damage in which any principal, partner, director or any member of the Insured's household or family or any of the Insured's employees is concerned as principal or accessory.

CLAUSES AND EXTENSIONS

Fatal injury benefit

Following fatal injury to any employee, guest or visitor occasioned by visible violence caused by armed robbers, burglars and housebreakers which occurred at the insured premises, the Company will pay a benefit of R10 000 (ten thousand rand) per person, limited to R50 000 (fifty thousand rand) per insurance period, to the directors, executors or administrators of the deceased;

PROVIDED THAT:

1. cover is limited to a maximum of five persons per incident;
2. death ensues within 3 (three) months of such injury.

Property at exhibitions and or trade shows

The Company will pay up to R5 000 (five thousand rand) per event for loss of or damage to all property of the Insured or for which they are legally responsible at exhibitions and or trade shows as a result of theft accompanied by forcible and violent entry or exit outside business hours. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided under this Extension.

OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

Additional damage to buildings

Damage to the buildings including landlord's fixtures and fittings whether inside the buildings or attached to the outside of the buildings at the insured premises in the course of theft or any attempt thereat;

PROVIDED THAT:

the Company will not be liable to pay more than the amount stated in the Schedule.

Losses in the open at the insured premises

Loss of or damage to property (the property of the Insured or for which they are responsible) as specified in the Schedule whilst in the open at the insured premises described in the Schedule as a result of theft:

PROVIDED THAT:

1. the premises are surrounded by a security fence that is at least 1.8 metres high;
2. the entrance gate(s) is kept securely locked at all times;
3. the conditions in respect of visible forcible and violent entry to or exit from the premises as described in the Defined Events of this Section shall still apply;
4. the Company's liability in respect of this Extension shall be limited to the amount stated in the Schedule;
5. the Insured shall be responsible for the first 10% (ten percent) with a minimum of R750 (seven hundred and fifty rand) in respect of each and every claim.

Malicious damage cover only

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 to the Insured's property, but only following theft or attempt thereat (as defined) and limited to the amount stated in the Schedule.

MONEY

SUB-SECTION A

DEFINED EVENTS

Loss of or damage to money (as defined) occurring in the Republic of South Africa, Namibia, Lesotho, Botswana, Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi and Mozambique except if otherwise specified;

PROVIDED THAT:

the liability of the Company 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 limits stated in the Schedule.

DEFINITIONS

Money	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, prepaid vouchers, the property of the Insured or for which they are legally responsible.
Receptacle	Any safe, strong-room, strongbox, till, cash register, cash box or other receptacle for money or any franking machine.
Clothing	Clothing and personal effects not otherwise insured belonging to the Insured or to any principal, partner, director or employee of the Insured.

CLAUSES AND EXTENSIONS

Credit/debit cards

The Company will indemnify the Insured against loss as a result of illegal use of any credit, charge, debit or cash card issued in the Insured's name;

PROVIDED THAT:

1. the card is used by an unauthorised person;
2. the loss is reported immediately to the Police and the registered issuing administrator of the card after the loss of the card is discovered;
3. the Insured complied with all terms and conditions of issue by the registered issuing administrator related to lost or stolen cards;
4. the liability of the Company shall not exceed R5 000 (five thousand rand) per event or R15 000 (fifteen thousand rand) per insurance period.

Receptacles and clothing

In addition to any payment in respect of a Defined Event, the Company will indemnify the Insured in respect of receptacles and clothing (as defined) lost or damaged as a result of theft of money or attempted theft of money;

PROVIDED THAT:

the Company's liability under this Extension shall not exceed R5 000 (five thousand rand) any one claim. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

Seasonal increase

The major limit as stated in the Schedule is increased by 15% (fifteen percent) during the period of 15 December to 15 January or any other period as stated in the Schedule;

PROVIDED THAT:

1. the Company shall not be liable to pay more than 15% (fifteen percent) of the major limit or R25 000 (twenty five thousand rand), whichever is the lesser. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided;
2. the Insured shall be responsible for the first amount payable as stated in the Schedule.

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:

the Insured shall establish to the satisfaction of the Company that a skeleton key or device was used.

SUB-SECTION B – PERSONAL ACCIDENT (assault)

The term 'defined events' in Sub-Section A shall be deemed to include bodily injury, caused by accidental, violent, external and visible means as a result of theft, or any attempt thereof, to the Insured or to any principal, partner, director or employee of the Insured (hereinafter referred to as such person) while such person is acting in the course of his duties in the Insured's employ.

The Company will pay to the Insured, on behalf of such person or his estate, the sum(s) stated in the below table in the event of bodily injury to such person resulting within 24 (twenty four) calendar months in respect of:

• death	R10 000 (ten thousand rand)
• permanent disability	R10 000 (ten thousand rand)
• medical expenses	R10 000 (ten thousand rand)
• reasonable expenses incurred, up to the sum specified, shall be payable in respect of surgical, dental, nursing home or hospital treatment (including the cost of artificial aid and prostheses and the cost and expenses incurred in emergency transportation or freeing such person if trapped or bringing such person to a place of safety) incurred within 24 (twenty four) months of the defined event	The Company shall not be liable to pay more than R15 000 (fifteen thousand rand)

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

MEMORANDA (applicable to permanent disablement benefits)

1. The Company shall not be liable to pay in respect of any one such person more than the capital sum.
2. This benefit shall not apply to any such person under 15 (fifteen) or over 70 (seventy) years of age.
3. After suffering bodily injury for which benefit may be payable under this Sub-Section, such person shall submit to medical examination and undergo any treatment specified. The Company shall not be liable to make any payment unless this Provision is complied with to its satisfaction.
4. General Exception 2 and General Conditions 1 and 9 do not apply to this benefit.
5. 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."

OPTIONAL CLAUSES AND EXTENSIONS

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 the Company that he has sustained injury and that such injury has resulted in the death of such person, the Company will, for the purpose of the insurance afforded by this Sub-Section, presume his death;

PROVIDED THAT:

if, after the Company 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 the Insured to the Company.

SPECIFIC EXCEPTIONS (applicable to Sub-Section A)

The Company 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 the employ of the Insured not discovered within 14 (fourteen) working days of the occurrence thereof;
2. arising from losses or shortages due to error or omission;
3. arising from the use of keys to any safe or strong-room unless the keys:
 - 3.1 are obtained by violence or threats of violence to any person;
 - 3.2 are used by the key-holder or some other person with the collusion of the key-holder and the Insured can prove to the satisfaction of the Company 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 the satisfaction of the Company 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 the satisfaction of the Company 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 the Insured unless a principal, partner, director or employee of the Insured is actually in such a vehicle or, if not in such vehicle, is within 5 m (five metres) of it in a position from which the vehicle is clearly visible. This Exception shall not apply following an accident involving such vehicle rendering the said person incapacitated;
7. caused by incorrect electronic fund transfers by or to the Insured;
8. caused by cyber crime;
9. in the form of cryptocurrency (a digital currency in which encryption techniques are used to regulate the generation of units of currency and verify the transfer of funds, operating independently of a central bank).

Specific Exceptions 3, 4, 5 and 6 will be covered up to R3 000 (three thousand rand) and such losses shall not be reduced by any first amount payable.

MEMORANDA (applicable to Sub-Section A)

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 the Insured shall be subject to a compulsory First Amount Payable of R5 000 (five thousand rand) or any other amount stated in the Schedule, whichever is the greater.
2. The Company shall not be liable under this Section of the policy in respect of loss or damage arising from any event in respect of which a claim is payable, or would be payable but for any first amount payable or co-insured clause under the Fidelity Section of the Policy or any other fidelity insurance.

OPTIONAL CLAUSES AND EXTENSIONS (applicable to Sub-Section A – if stated in the Schedule to be included)

Fraudulent misuse of credit cards and bilking

The Company will indemnify the Insured for loss of money (as defined) due to the fraudulent misuse of any credit card by a customer evading payment of his account (bilking);

PROVIDED THAT:

1. the customer committing such fraud has completed a guest register notwithstanding that the information supplied may be false or incorrect;
2. the Insured shall make every reasonable endeavour to trace the customer;
3. the Insured reports any fraudulent misuse of a credit card to the financial institution concerned within 24 (twenty four) hours of discovery by the Insured;
4. the financial institution whose credit card has been fraudulently misused refuses to reimburse the Insured;
5. the Company's liability under this Extension shall not exceed R25 000 (twenty five thousand rand) per event or the amount stated in the Schedule, whichever is the lesser;
6. the Insured shall be responsible for the first 10% (ten percent) of each claim with a minimum of R2 500 (two thousand five hundred rand).

This Extension shall not apply to any person whilst employed under a contract of service with or apprenticeship to the Insured nor any person whilst hired or seconded from any other party into the service of the Insured or to any partner, principal, director or member of the Insured.

Riot and strike

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:

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:

1. loss or damage occurring in the Republic of South Africa and Namibia;
2. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
5. loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 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 the Company can demonstrate that, by reason of Provision 1, 2, 3, 4 or 5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

SPECIFIC CONDITION (applicable to Sub-Section A)

Money in transit

Unless otherwise stated in the Schedule, the Company shall compensate the Insured for loss of or damage to money as defined whilst in transit:

PROVIDED THAT:

1. the transit route is by direct journey and uninterrupted to and from the bank;
2. the money is not left in an unattended vehicle;
3. money up to R20 000 (twenty thousand rand) is carried and under control of at least one permanent employee of the Insured;
4. money valued between, and including, R20 001 (twenty thousand rand) and R30 000 (thirty thousand rand) is carried and under control of at least two permanent employees of the Insured and split equally between them;



JVC

INSURANCE BROKERS

5. money in excess of R30 000 (thirty thousand rand):

- 5.1 is carried by an approved and professional money handler;
- 5.2 is carried in a vehicle specifically converted for the purpose of carrying cash;
- 5.3 the vehicle is equipped with armed guards and linked to a control room; and
- 5.4 Provision 1, 2, 3 and 4 shall not apply to Provision 5.

The Insured shall be responsible for the first 15% (fifteen percent) of each claim with a minimum of R1 000 (one thousand rand) or the amount stated in the Schedule.

GLASS

DEFINED EVENTS

Loss of or damage to internal and external glass (including fixed mirrors), sign-writing and treatment thereon at the insured premises as stated in the Schedule, the property of the Insured or for which they are legally responsible.

Following loss of or damage to glass (including fixed mirrors), sign-writing and treatments, the Company will also indemnify the Insured for:

boarding up	the cost of such boarding up not exceeding R5 000 (five thousand rand) each event.
damage to shop fronts and the like	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 not exceeding R5 000 (five thousand rand) each event.
removal and reinstallation	the cost of removal and reinstallation of fixtures and fittings necessary for the replacement of the glass not exceeding R5 000 (five thousand rand) each event.
watchman	the cost of employment of a watchman service prior to the placement of glass or boarding up or the repair of the burglar alarm system, unless payable under any other insurance arranged by the Insured not exceeding R5 000 (five thousand rand) each event.

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 (six millimetres) in thickness, whether coated with a film or not, or laminated safety glass not exceeding 8 mm (eight millimetres) in thickness.

Internal glass:

1. all internal glass, sinks, wash basins and sanitary ware and mirrors (other than hand mirrors) whilst in the premises;
2. showcase frames, display cabinets and counter frames whilst in the premises.

External glass:

1. external fixed glass forming part of the premises and any shatter-resistant or reflective film affixed to the glass;
2. ceramic tiled shop fronts.

SPECIFIC EXCEPTIONS

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

OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

Riot and strike

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:

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:

1. loss or damage occurring in the Republic of South Africa and Namibia;
2. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
5. loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 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 the Company can demonstrate that, by reason of Provision 1, 2, 3, 4 or 5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

Special replacement

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

FIDELITY GUARANTEE

DEFINED EVENTS

The Company shall indemnify the Insured for losses occurring subsequent to the Retroactive Date stated in the Schedule and during the period of insurance for:

1. loss of money and/or other property belonging to the Insured or for which they are legally responsible stolen by an insured employee;
2. direct financial loss sustained by the Insured as a result of fraud or dishonesty of an insured employee which results in dishonest personal financial gain for the employee concerned;
3. loss sustained by the Insured directly caused by Theft by Computer Fraud;

PROVIDED THAT:

1.
 - 1.1 The Company is not liable for all losses which occurred more than 24 (twenty four) months prior to discovery;
 - 1.2 all losses are discovered not later than 12 (twelve) months after the termination of:
 - 1.2.1 this section; or
 - 1.2.2 this section in respect of any insured employee concerned in a loss; or
 - 1.2.3 the employment of the insured employee of the last of the insured employee concerned in a loss;
whichever occurs first;
2. the 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 the liability of the Company beyond the sum insured stated in the Schedule. If the period of insurance is less than 12 (twelve) months, the Company's liability is limited to the sum stated in the Schedule during any 12 (twelve) month period of insurance calculated from inception or renewal;
3. this insurance shall operate on an each and every occurrence basis and the liability of the Company for all losses arising from one occurrence shall not exceed the sum insured stated in the Schedule, whether involving any one Employee or Third Party or any number of Third Parties acting in collusion or independently of each other;
4. where indemnity is provided to the Insured in terms of any insurance superseded by the Policy, the liability of the Company shall be limited to only that proportion of the loss which is not payable in terms of the superseded policy;
5. all acts committed by any one person or in which such person is involved or implicated will be considered one event;
6. 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.

DEFINITIONS

Employee	1. any person while employed under a contract of service with or apprenticeship to the Insured; 2. any person while hired or seconded from any other party into the service of the Insured whom the Insured has the right at all times to govern, control and direct in the performance of his work in the course of the business of the Insured; 3. students, volunteers or persons employed on youth training or work experience schemes; 4. any member of the board of trustees of any pension fund, provident fund or benefit fund as defined in the Income Tax Act 1962 established by the Insured for the benefit of employees referred to in 1.
-----------------	---

Defined Event 3 – Loss	actual loss of money or monetary funds or negotiable instruments or corporeal tangible property belonging to the Insured or for which the Insured is legally responsible; PROVIDED THAT: loss does not include a loss arising from the avoidance, breach, cancellation or other termination of a contract, the non-payment or other non-performance by a debtor, the adverse consequence of a business or trade risk or venture or other speculative enterprise or investment or the provision or receipt or any suretyship or other security.
Theft	dishonest appropriation of money, monetary funds or property with the intention to steal.
Computer Fraud	the unlawful making with intent to defraud of a misrepresentation by means of access to or use, disclosure, processing, deletion, insertion, amendment, interception or manipulation of the information, data, software or systems of the Insured or of any banking institution holding controlling or otherwise dealing with money or property of the Insured or for which the Insured is legally responsible which is initiated, implemented or completed electronically by use of a computer.

SPECIFIC EXCEPTIONS

1. The Company shall not be liable for:
 - 1.1 loss resulting from or contributed to by any Defined Event by:
 - 1.1.1 any partner in or of the Insured to the extent that such partner would benefit by indemnity granted under this Policy;
 - 1.1.2 any principal, director or member of the Insured unless such principal director or member is also an employee;
 - 1.1.3 any employee from the time the Insured shall become aware that such employee has committed any fraud or dishonesty;
 - 1.2 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. The Company 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 the Insured is or has been directly involved.

This Specific Exception only applies to:

- 3.1 partnerships;
- 3.2 private companies;
- 3.3 close corporations; or
- 3.4 trusts.

SPECIFIC CONDITIONS

1. The Insured 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 the Company, but the Insured may:
 - 1.1 change the remuneration and conditions of service of any employee;
 - 1.2 in respect of any employee who is described in the Schedule by name, change his duties and position;

- 1.3 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;
 - 1.4 make such other changes as are approved beforehand in writing by the Insured's auditors.
2. If the Insured shall sustain any loss to which this Section applies which exceeds the amount payable hereunder in respect of such loss, the Insured shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken or effected by the Company 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 the reimbursement of the Company and the Insured to the extent of his co-insurance in terms of the Compulsory First Amount Payable clause and/or Schedule.

CLAUSES AND EXTENSIONS

Accountants

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.

Extended cover for past employees

Any person who ceases to be an employee shall, for the purpose of this Section, be considered as being an employee for a period of 30 (thirty) days after he in fact ceased to be an employee.

Other insurances

It is a condition of this Section that other than:

1. a money policy;
2. that declared to the Company at inception or renewal or time a claim is submitted;
3. a fidelity pension fund policy which is not in excess of this Section;
4. this Policy;

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

OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

Computer losses

The Insured having completed a satisfactory questionnaire, the Computer Losses First Amount Payable Clause is deleted.

Costs of recovery

If the Insured shall sustain any loss to which this Section applies which exceeds the sum insured hereunder, the Company will, in addition to the sum insured, pay to the Insured costs and expenses not exceeding the amount stated in the Schedule necessarily incurred with the consent of the Company (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 the Insured in excess of the said part of the loss shall be for the benefit of the Company and the Insured to the extent of this co-insurance in terms of the Compulsory First Amount Payable Clause and/or Schedule.

Extortion

the Defined Events shall include loss due to the taking by extortion from the Insured of money and/or other property by intentionally and unlawfully subjecting the Insured or any director, member, partner, trustee or employee of the Insured or a relative or any such person to any threat of physical harm which includes such person to submit to the taking;

PROVIDED THAT:

the person threatened has made every reasonable attempt to report the threat to an associate and to the law enforcement authorities at the earliest reasonable opportunity;

PROVIDED FURTHER THAT:

this Extension shall not entitle the Insured to indemnity in respect of any loss which is insured or which would be insurable in terms of a Theft, Money, Motor, Cyber or Marine/Transit insurance Policy or any other more specific insurance covering money or goods.

Losses discovered more than 24 (twenty four) months after being committed but not more than 36 months thereafter

1. In consideration of the payment of an additional premium, Provision 1.1 of the Defined Events is restated to read:
 - 1.1 1.1.1 "the Company is not liable for all losses which occurred more than 36 (thirty six) months prior to discovery."
2. If this Policy Section includes the Superseded Insurance Extension, the period referred to in Provision 6 thereof is increased from 24 (twenty four) months to 36 (thirty six) months.

Losses discovered more than 24 (twenty four) months after being committed, subject to satisfactory systems audit

1. In consideration of the accounting firm named in the Schedule having conducted a satisfactory audit of the Insured's systems of:
 - 1.1 control;
 - 1.2 fraud, dishonesty and theft detection;
 and subject to the Insured implementing and maintaining all the recommendations contained in such audit;

PROVIDED THAT:

- Provision 1.1 of the Defined Events (which limits cover to that part of losses discovered within 24 (twenty four) months) and Provision 6 of the Superseded Insurance Extension Clause (if applicable) are deleted;
2. The First Amount Payable Clause (or first amount payable as reflected in the Schedule) for losses discovered more than 12 (twelve) months after they were committed is deleted.

Reduction/reinstatement of sum insured

The payment by the Company of any loss involving one employee or any number of employees shall not reduce the Company's liability in respect of the remaining insured employees;

PROVIDED THAT:

1. the maximum amount payable by the Company for all insured employees shall not exceed double the sum insured shown in the Schedule;
2. the Insured pays additional premium calculated in terms of the following formula:

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

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

Retroactive cover – no previous insurance in force

This Section will also apply to Defined Events as insured herein which occurred up to 12 (twelve) months prior to inception of this Section but not more than 24 (twenty four) months prior to discovery, provided the events are discovered within the sooner of 12 (twelve) months of the termination of employment of the employee concerned or within 12 (twelve) months of the expiry of this Section.

Superseded insurance

This Section will apply to Defined Events insured herein which occurred during the currency of any insurance superseded by this Section and specified in the Schedule;

PROVIDED THAT:

1. this Extension is restricted to losses which would have been payable by the superseded insurance but which are not claimable because of the expiry of the period of time allowed by the superseded insurance for the discovery of the Defined Events;
2. the Defined Events are discovered within the sooner of 12 (twelve) months of the termination of the employment of the employee concerned or within 12 (twelve) 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. the Company shall not be liable for any loss which occurred more than 24 (twenty four) months prior to discovery.

Voluntary first amount payable

In addition to the compulsory first amount payable as stated in this Section of the Policy, the Insured shall be responsible for the voluntary first amount payable as stated in the Schedule.

MEMORANDA

1. In the event of the discovery of any loss resulting from a Defined Event, the Insured may, notwithstanding anything to the contrary contained in General Condition 6.2, refrain from reporting the matter to the Police but shall do so immediately should the Company 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.

COMPULSORY FIRST AMOUNTS PAYABLE

1. 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 the:

- 1.1 2% (two percent) of the aggregate of the sum insured under this Section and the declared insurance or R60 000 (sixty thousand rand) whichever is the lesser; plus
- 1.2 a further amount of 10% (ten percent) of the net amount payable after deduction of the amount specified in 1.1 above.

The Insured shall be responsible for both amounts and remain uninsured.

2. Computer losses first amount payable

The first amount payable specified in either of the first amount payable clauses in this Section is automatically increased by 100% (one hundred percent) if the Defined Event results from the dishonest:

- 2.1 manipulation of;
- 2.2 input into;
- 2.3 suppression of input into;
- 2.4 destruction of;
- 2.5 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 program.

3. First amount payable for losses discovered more than 12 (twelve) months after they were committed

If any Defined Event is discovered more than 12 (twelve) months after:

- 3.1 it was committed;
- 3.2 the first event in a series of events is committed by one person or a number of persons acting in collusion the amounts contained in the first amount payable clause are increased as follows:
 - 3.2.1 if losses are discovered more than 12 (twelve) months after being committed but not more than 24 (twenty four) months thereafter, the first amount payable is increased by 100% (one hundred percent);
 - 3.2.2 if the policy has been extended to cover that part of losses discovered more than 24 (twenty four) months after being committed but not more than 36 (thirty six) months thereafter, the first amount payable is increased by 150% (one hundred and fifty percent).

Notwithstanding the above, the Insured 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.

GOODS IN TRANSIT

DEFINED EVENTS

Loss of or damage to whole or part of the property described in the Schedule including tarpaulins and packing material not otherwise insured, owned by the Insured or for which they are legally responsible, in the course of transit by the means of conveyance or other means incidental thereto and caused by any accident or misfortune (excluding as a result of hi-jacking of the load-carrying vehicle) not otherwise excluded;

PROVIDED THAT:

1. First amount payable

the Insured 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;

2. Limit of liability

the liability of the Company for all loss or damage arising from any one Defined Event shall not exceed the limit of indemnity stated in the Schedule;

3. Clearing up and removal of debris costs

the insurance under this Section includes costs necessarily incurred by the Insured 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 maximum amount of R10 000 (ten thousand rand) in respect of any one Defined Event. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided;

4. Conveyance

the Company shall not be liable for loss or damage if such loss or damage occurs whilst in the custody or control of any carrier which is not appropriately licensed and registered to provide this service in accordance with all laws and regulations of the country and/or local municipality.

MEMORANDA

Period of transit

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 (ninety six) 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.

Refusal

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:

the Insured shall take all reasonable steps to ensure that the property is returned as soon as is reasonably possible.

Other means of transport

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 the property of the Insured or leased or hired by them under a lease or suspensive sale agreement.

Breakdown

In the event of breakdown of the means of conveyance during transit or if, for any reason beyond the Insured's control, the property is endangered, nothing contained herein shall debar the utilization of any other form of transport to assist completion of the transit and the insurance afforded shall not be affected thereby.

Property

Property shall be deemed property usual to the Insured's business including ropes, tarpaulins and packaging materials in connection with the transit.

Conveyance

Means of conveyance shall be deemed to be by road, rail or air.

Basis of valuation

The amount claimed shall be calculated as follows:

1. in respect of new goods:
the replacement value of the property by similar property in a condition equal to, but not better nor more extensive than its condition when new;
2. in respect of goods that are not new:
 - 2.1 the market value of the goods immediately before the insured event; or
 - 2.2 the repair of the property to a condition substantially the same as, but not better than, its condition immediately before the insured event.

RESTRICTED COVER (if stated in the Schedule to be applicable)**Fire, lightning, explosion, collision, derailment and overturning and theft following the event limitation**

The insurance under this Section is limited to loss or damage resulting from fire, lightning, explosion, collision, derailment and overturning, and theft following the event, of the means of conveyance described in the Schedule;

PROVIDED THAT:

1. collision shall not constitute impact with inequalities in the road or other surfaces or shifting of the load while in motion;
2. theft is not subject to violent and forcible entry and or exit.

SPECIFIC EXCEPTIONS

The Company shall not be liable for:

1. loss or damage resulting from or caused by:
 - 1.1 theft from any unattended vehicle in the custody or control of the Insured or any principal, partner, director or employee of the Insured unless the property is contained in a completely closed and securely locked vehicle or the vehicle itself is housed in a securely locked building and entry to or exit from such locked vehicle or building is accompanied by forcible and violent entry or exit;
 - 1.2 theft of goods from any temporary storage facility (stored during the period of transit) unless accompanied by visible signs of forcible and violent entry into or exit from such temporary storage facility or any attempt thereat as a result of theft or any attempt thereat following violence or threat of violence;
 - 1.3 inherent vice or defect, vermin, insects, damp, mildew or rust;
 - 1.4 the dishonesty of any principal, partner, director or employee of the Insured whether acting alone or in collusion with others;
 - 1.5 or arising whilst in transit by sea or inland transit incidental thereto;
 - 1.6 breakdown of refrigeration equipment;
 - 1.7 detention, confiscation or requisition by Customs or other officials or authorities;

- 1.8 loss or damage attributable to or as a result of overloading of the goods carrying vehicle;
- 1.9 seizure of the conveying vehicle and insured property as stated in the Schedule by unlawful and forcible means;
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 the insured property unless following an accident or misfortune not otherwise excluded;
4. loss of or damage to:
 - 4.1 cash, bank and currency notes, coins, credit card vouchers, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts for securities of any kind;
 - 4.2 property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi and Mozambique;
 - 4.3 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;
 - 4.4 livestock, pedigreed animals and game;
5. consequential loss of any kind, delay, loss of market, depreciation or changes brought about by natural causes.

OPTIONAL EXTENSIONS (if stated in the Schedule to be included)

Hijacking of conveying vehicle

Seizure of the insured property contained in or on the conveying vehicle, where such seizure is accompanied by unlawful and forcible removal of the conveying vehicle to a destination other than originally intended, or accomplished by means of violence or threat of violence against the person or persons who, at the time of such seizure, are in actual lawful control of such conveying vehicle carrying property;

PROVIDED THAT:

the Insured shall be liable to pay for the first 25% (twenty five percent) of the claim or the amount stated in the Schedule.

Riot and strike

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:

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:

1. loss or damage occurring in the Republic of South Africa and Namibia;
2. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
5. loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 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 the Company can demonstrate that, by reason of Provision 1, 2, 3, 4, or 5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

BUSINESS ALL RISKS

DEFINED EVENTS

1. Loss of or damage:

- 1.1 to the whole or part of the property described in the Schedule whilst anywhere in the world by any accident or misfortune not otherwise excluded;
- 1.2 the Insured 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.

2. Losses as a result of remote blocking

- 2.1 If the Insured can demonstrate through video surveillance footage (or any other conclusive proof) that an attempt was made to lock the vehicle using the vehicle remote but that the locking mechanism was blocked by thieves using an electronic device, such evidence will be deemed to satisfy the forcible and violent entry or exit requirement for any loss out of the cab or boot of the vehicle:

PROVIDED THAT:

1. over shall only apply to property that is separately and individually specified in the Schedule;
2. the Insured shall be responsible to pay the first amount payable as stated in the Schedule.
- 2.2 Where the Insured maintains that the vehicle was locked but no evidence of forcible and violent entry or exit from the vehicle exists cover may be considered;

PROVIDED THAT:

1. the police case number is supplied to the Company;
2. cover shall only apply to property that is separately and individually specified in the Schedule;
3. after deduction of the first amounts payable in the Schedule, the liability of the Company is further restricted to the lesser of the sum insured shown on the Schedule or R25 000 (twenty five thousand rand) in respect of any one event;
4. the Insured shall be responsible for an additional first amount payable of 10% (ten percent) of the claim minimum R1 000 (one thousand rand).

SPECIFIC EXCEPTIONS

The Company shall not be liable for:

1. loss of or damage to property resulting from or caused by:
 - 1.1 theft from any unattended vehicle unless;
 - 1.1.1 the property is concealed in a completely closed and securely locked vehicle; or
 - 1.1.2 the vehicle itself is housed in a securely locked building; and
 - 1.1.3 entry to or exit from such locked vehicle or building is accompanied by visible signs of forcible and violent entry or exit;
 - 1.2 its undergoing a process of cleaning, repair, dyeing, bleaching, alteration or restoration;
 - 1.3 inherent vice or defect, vermin, insects, damp, mildew or rust;
 - 1.4 the dishonesty of any principal, partner, director or employee of the Insured whether acting alone or in collusion with others;
 - 1.5 detention, confiscation or requisition by Customs or other officials or authorities;
 - 1.6 theft or any attempt thereat or damage 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;
 - 1.7 theft or disappearance which is not identifiable with a specific incident;

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.

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, the insured 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

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

1. 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
2. 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 the Insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

Increase in cost of working

The insurance under this Extension 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, not exceeding R50 000 (fifty thousand rand) or the amount stated in the Schedule, whichever is the lesser.

Riot and strike

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:

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:

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



JVC

INSURANCE BROKERS

5. loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 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 the Company can demonstrate that, by reason of Provision 1, 2, 3, 4 or 5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

ACCIDENTAL DAMAGE

DEFINED EVENT 1 – PROPERTY

Accidental physical loss of or damage to the insured property at or about the premises not otherwise insured or for which insurance is available and described (whether incorporated in this Policy or not) in terms of any Section (other than Business All Risks) 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 1, this Section shall not be called into contribution for any Defined Event for which more specific insurance has been arranged.

SPECIFIC EXCEPTIONS

The Company shall not be liable for:

1. any peril excluded or circumstance precluded from any other insurance available from the Company at inception hereof or for any excess payable by the Insured under such insurance, or for any reduction of the 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. 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;
4. loss of or damage to insured property caused by:
 - 4.1 any fraudulent scheme, trick, device or false pretence practiced on the Insured (or any person having custody of the insured property) or fraud or the dishonesty of any principal or agent of the Insured;
 - 4.2 overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure. This Exception applies only to vessels, pipes, tubes or similar apparatus;
 - 4.3 breakdown, electrical, electronic and/or mechanical derangement;
 - 4.4 altering, bleaching, cleaning, dyeing, manufacture, repair, restoring, servicing, renovating, testing or any other work thereon;
 - 4.5 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;
 - 4.6 denting, chipping, scratching or cracking not affecting the operation of the item;
 - 4.7 termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions, the action of light;
5. settlement or bedding down, ground heave or cracking of structures or the removal or weakening of support to any insured property;
6. loss of or damage:
 - 6.1 to chemicals, oils, liquids, fluids, gases or fumes due to leakage or discharge from its container;
 - 6.2 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);
9. detention, confiscation, forfeiture, impounding, attachment or requisition by any lawfully instituted authority or other judicial process.

DEFINITION

Insured property

Any tangible property belonging to the Insured or held in trust or on commission for which they are legally responsible other than:

1. current coin (including Krugerrands and similar coins), bank and currency notes, travellers and other cheques, money and postal orders, credit card vouchers, and other certificates, documents or instruments of a negotiable nature;
2. furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art;
3. property in transit by air, inland waterway or sea;
4. railway locomotives, rolling stock and other railway property, aircraft, watercraft, mechanically or electrically propelled vehicles, motorcycles, mobile plant, caravans and trailers;
5. 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;
6. electronic data-processing equipment and external data media (punch cards, tape discs and the like) and the information they contain;
7. property in the course of construction, erection or dismantling including materials or supplies related thereto;
8. property in the possession of customers under lease, rental, credit or suspensive sale agreements;
9. glass, china, earthenware, marble and other fragile or brittle objects.

DEFINED EVENT 2 – LEAKAGE (if stated in the Schedule to be included)

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

CLAUSES AND EXTENSIONS

Additional costs

In respect of buildings, plant and machinery insured, the sum insured includes:

1. 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:

- 1.1 anything for which notice had been served on the Insured prior to the insured event;
- 1.2 anything connected with undamaged property or undamaged portions of property;
- 1.3 rates, taxes, duties, development and other charges payable under the said regulations due to capital appreciation of the insured property;
2. fees for the examination of municipal or other plans;
3. costs incurred in the necessary demolition, removal of debris (including undamaged contents) and the erection and maintenance of hoardings during demolition and rebuilding;
4. the professional fees of architects, quantity surveyors and other consultants;
5. but the Company shall not be liable under 1, 2, 3 or 4 unless the lost or damaged property is replaced or reinstated without undue delay nor under 4. for any expenses in connection with the preparation of the Insured's claim.

Furthermore, the Company shall not be liable under 3. 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.

The sum insured on all property insured also includes all charges levied by any unauthorised fire brigade for their services.

Mortgagees

From the date of notification, the Company accepts the interest of a mortgagee or others with an insurable interest in the insured property and will not prejudice such interest due to the act or omission of the mortgagor without the mortgagee's knowledge;

PROVIDED THAT:

the mortgagee advises the Company as soon as such act or omission comes to his knowledge and agrees to be responsible for any additional premium resulting from the Company assuming any increased hazard.

Railway and other subrogation

The Insured 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.

Restricted cover

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 the Insured.

Tenants

The Insured shall not be prejudiced by the act of any tenant in premises they own or in which they are a co-tenant or of the owner of any premises of which they are a tenant;

PROVIDED THAT:

the Company is notified as soon as they become aware of such act and they pay any additional premium resulting from the Company assuming any additional hazard.

MEMORANDA

Average

If, on the occurrence of an insured event, the value of the insured property is greater than the sum insured thereon the insured shall be considered their 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 Condition.

Excluded property

The property listed in the Schedule is added to the excluded property in the definition of insured property.

First loss average

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, the Insured shall be considered as being their own insurer for the difference and the Company 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.

Reinstatement value

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:

1. the work of replacement or reinstatement (which may be carried out on another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch otherwise no payment beyond the amount that would have been payable if this clause had not been incorporated in this Section shall be made;
2. the Company shall not be liable for any payment beyond the amount that would have been payable if this clause had not been incorporated in this Section, until expenditure has been incurred by the Insured in replacing or reinstating the lost or damaged insured property;
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 lost or damaged exceeds the sum insured thereon on the occurrence of an insured event, the Insured 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 Clause applies shall be separately subject to this Provision;
4. this Clause shall not apply if:
 - 4.1 the Insured fails to intimate to the Company within 6 (six) months of the insured event or such further time as the Company may allow in writing their intention to replace or reinstate the loss or damaged insured property;
 - 4.2 the Insured is unable or unwilling to replace or reinstate the lost or damaged insured property on the same or another site.

HOSPITALITY PUBLIC LIABILITY

(CLAIMS-MADE BASIS)

DEFINED EVENTS

Damages 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) which occurred in the course of or in connection with the business within the territorial limits on or after the retroactive date shown in the Schedule, and which results in a claim or claims first being made against the Insured in writing during the period of insurance.

THE LIMITS OF INDEMNITY

The amount payable, inclusive of any legal costs recoverable from the Insured by any claimant or any number of claimants and all other costs and expenses incurred with the Company's consent for any one event or series of events with one original cause or source, shall not exceed the limit of indemnity stated in the Schedule.

TERRITORIAL LIMITS

Anywhere in the world, but not in connection with:

1. any business carried on by the Insured at or from the premises outside; or
2. any contract for the performance of work outside;

the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini (formerly Swaziland), Zimbabwe and Malawi.

SPECIFIC EXCEPTIONS

The Company will not indemnify the Insured in respect of:

1. liability consequent upon injury to any person employed by the Insured under a contract of service or apprenticeship and arising from and in the course of such employment by the Insured;
2. damage to:
 - 2.1 property belonging to the Insured;
 - 2.2 property in the custody or control of the Insured or any employee of the Insured's;
 - 2.3 that part of any property on which the Insured is or has been working if such damage results directly from such work;
3. liability consequent upon injury or damage:
 - 3.1 caused by or through or in connection with any advice or treatment of a professional nature (other than first aid treatment) given or administered by or at the Insured's direction;
 - 3.2 caused by or through or in connection with the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle (other than a pedal cycle or lawnmower or any pedestrian controlled garden equipment) or trailer or of any watercraft larger than 15 m (fifteen metres) in length, locomotive or rolling stock;

PROVIDED THAT:

this Exception shall not relieve the Company of liability to indemnify the Insured in respect of liability consequent upon injury or damage caused or arising beyond the limits of any carriage-way or thoroughfare in connection with the loading or unloading of any vehicle, insofar as such injury or damage is not insured by any other insurance policy;

- 3.3 caused by or through or in connection with:
 - 3.3.1 the refuelling of aircraft;
 - 3.3.2 the ownership, possession, maintenance, operation or use of aircraft or an airline;
 - 3.3.3 the ownership, hire or leasing of any airport, airstrip or helicopter pad, other than a sock landing airstrip;
 - 3.4 caused by or through or in connection with goods or products (including containers and labels) sold or supplied and happening elsewhere than on premises occupied by the Insured other than food or drink supplied incidentally for consumption on the premises;
 - 3.5 occurring after the completion and handing over of any work and caused by or through or in connection with any defect or error in or omission from such work;
 4. damage caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure;
 5. liability assumed by agreement (other than the Insured's own standard conditions of contract) unless such liability would have attached to the Insured notwithstanding such agreement;
 6. 6.1 liability in respect of injury, damage or loss of use of property directly or indirectly caused by seepage, pollution or contamination;

PROVIDED THAT:

this Exception shall not apply where such seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence;
 - 6.2 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;
7. fines, penalties, punitive, exemplary or vindictive damages;
 8. 8.1 damages 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 and Eswatini (formerly Swaziland);
 - 8.2 costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the area described in 8.1 above;
 9. any claim arising from an event known to the Insured:
 - 9.1 which was not reported to the Company in terms of General condition 6;
 - 9.2 prior to inception of this Section;
 10. any claim (in the event of cancellation or non-renewal of this Section) not first made in writing against the Insured within the 48 (forty eight) month period (or extended period in respect of minors) as specified in Specific Condition 2;
 11. the first amount payable:

the Insured shall be responsible for the first amount payable as stated in the Schedule in respect of any one claim or number of claims arising from all events of a series consequent upon or attributable to any one source or original cause. The provisions of this Clause shall apply to claims arising from damage and shall apply to costs and expenses incurred by the Insured;
 12. liability arising out of activities where ropes were used in a mountaineering activity, or any mountaineering activity, white water rafting, competition rafting, bungee or bridge and allied jumping activities, and activities performed in the air with the assistance of any craft of any kind or any parachuting/floating device or any sea faring or related activities.

MEMORANDUM

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

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

SPECIFIC CONDITIONS

1. Any claim first made in writing against the Insured as a result of a Defined Event reported in terms of General Condition 6 (hereinafter termed 'reporting event') shall be treated as if it had first been made against the Insured on the same day that the Insured reported the event to the Company.
2. In the event of cancellation or non-renewal of the Policy:
 - 2.1 any claim resulting from a reported event, first made in writing against the Insured during the 48 (forty eight) months immediately following cancellation or non-renewal shall be treated as having been made against the Insured on the same day that the Insured reported the event. If the claimant is a minor, the period of 48 (forty eight) months will be extended until the expiry of 12 (twelve) months after the attainment of majority by the claimant;
 - 2.2 the Insured may report an event in terms of General Condition 6 to the Company for up to 15 (fifteen) days after cancellation or non-renewal;

PROVIDED THAT:

1. such event occurred during the period of insurance;
 2. any subsequent claim first made in writing against the Insured 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 subjected to the 48 (forty eight) month period specified in 2.1 above.
3. Any series of claims first made against the Insured 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 the Insured:
 - 3.1 on the date that the event was reported by the Insured in terms of General Condition 6; or
 - 3.2 if the Insured was 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 the Insured.

OPTIONAL CLAUSES AND EXTENSIONS

Additional Insured

The Company will also, as though a separate policy has been issued to each, indemnify:

1. in the event of the Insured's death, any personal representative of the Insured's in respect of liability incurred by the Insured;
2. any partner or director 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. 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 the Insured for the purposes of the business;
4. in respect of the activities of any social club, welfare organisation, first aid, fire or ambulance service, canteen or the like, belonging to or formed by the Insured for the benefit of the Insured's employees:
 - 4.1 any officer or member thereof;
 - 4.2 any visiting sports team or member thereof;

PROVIDED THAT:

1. the aggregate liability of the Company 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 1, 2 and 3 above applies only in respect of liability for which the Insured would have been entitled if the claim had been made against the Insured.

For the purposes of this Extension, the Company waives 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.

Breakout of wild animals

This Section is extended to cover all sums which the Insured shall become legally liable to pay arising from wild animals breaking out of the perimeter fencing surrounding the Insured premises or property, including recovery and relocation costs of the animals;

PROVIDED THAT:

1. the Company's liability shall not exceed R250 000 (two hundred and fifty thousand rand) per event and in the annual aggregate;
2. the structure of the said fencing complies with standards and requirements of the National Parks Board and is regularly inspected and maintained by the insured.

Car parks

Notwithstanding the provisions of Specific Exception 2.2, the Company will indemnify the Insured 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 the Insured using parking facilities provided by the Insured.

Cross liabilities

Where more than one Insured is named in the Schedule, the Company will indemnify each Insured separately and not jointly, and any liability arising between such Insureds shall be treated as though separate policies had been granted to each;

PROVIDED THAT:

the aggregate limit of the Company shall not exceed the limit of indemnity stated in the Schedule.

Defence costs

The Company will pay for all costs, fees and expenses incurred with our prior consent in the investigation, defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured;

PROVIDED THAT:

1. such claim or claims are the subject to indemnity by this Policy;
2. the Company's total liability will not exceed the Liability limit of indemnity stated in the Schedule.

It is understood and agreed that the defence costs, as set out above and for which the Company may agree to pay from time to time, will not be in addition to the Liability limit of indemnity stated in the Schedule.

Emergency medical expenses

The Company shall indemnify the Insured up to R100 000 (one hundred thousand rand) per insurance period for all reasonable expenses incurred by the Insured 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.

Employees' and visitors' property

Specific Exception 2.2 shall not apply to property belonging to any partner, director or employee of the Insured or any visitor to the Insured's premises.

Errors and Omissions

The Company shall indemnify the Insured for all sums which the Insured become legally liable to pay arising from any claims made against the Insured during the period of insurance as a direct result of any negligent act, error or omission in the conduct of the Insured's professional activities;

PROVIDED THAT:

The Company's liability shall not exceed R100 000 (one hundred thousand rand) per event or R200 000 (two hundred thousand rand) in any one period of insurance.

This Extension does not cover liability for and/or arising out of:

1. services rendered in exchange for a fee payable by the guest;
2. claims which are indemnified by any other Section or Extension of this Policy;
3. the ownership, possession, leasing or use of any property (mobile or immobile) which term shall include any vehicle, aircraft or watercraft;
4. pollution;
5. injury, sickness, illness or death sustained by any person;
6. any product or the recall of any product or part thereof;
7. insurance activities and/or failure to arrange insurance, financial advice or cost estimates of financing of any project and contract guarantees and/or suppliers guarantees of whatsoever nature;
8. liquidated damage clauses, penalty clauses or performance warranties or as imposed in terms of Section 99 of the Customs Act;
9. any negligent act, error or omission which occurred before the retroactive date applicable to this Extension;
10. any claims where the Insured was aware of the circumstances which gave rise to the claim before the inception of this Policy;
11. claims arising out of the dishonesty of directors, principals or employees of the Insured or the activities of operations formed or acquired by the Insured subsequent to the inception of this Section;
12. errors and omissions in the provision of professional services provided by a qualified medical practitioner or nursing sister.

Exhibitors liability

The Company shall indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay in connection with any claim or claims arising from injury or damage arising out of or in connection with the erection or dismantling and operation of a stand at exhibition venue;

PROVIDED THAT:

the Company's liability will not exceed R1 000 000 (one million rand) per event. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

Extended reporting option

At the Insured's option and subject to payment of an additional premium to be determined and subject to all the Terms, Exceptions and Conditions of this Section, the Company agrees to extend the period during which the Insured may report an event in terms of General Condition 6 for a period to be agreed, but in no circumstances exceeding 36 (thirty six) months (hereinafter referred to as extended reporting period);

PROVIDED THAT:

1. this option may only be exercised in the event of the Company cancelling or refusing to renew this Section;
2. this option must be exercised by the Insured in writing within 30 (thirty) days of cancellation or non-renewal;
3. once exercised, the option cannot be cancelled by either the Insured or the Company;
4. the Insured has not obtained insurance equal in scope and cover to this Section as expiring;
5. the Company shall only be liable for a Defined Event which occurred after the retroactive date but prior to date of cancellation or non-renewal;
6. claims first made against the Insured or any reported event by the Insured 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;
7. the total amount payable by the Company 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;
8. any claim made, following a reported event during the extended reporting period, which is first made against the Insured in writing more than 48 (forty eight) months after the last day preceding cancellation or non-renewal, shall not be subject to indemnification by this Extension. If the claimant is a minor, the period of 48 (forty eight) months is extended until the expiry of 12 (twelve) months after the attainment of majority by the claimant.

Food and drink

The indemnity provided under this Section is extended to include the legal liability of the Insured in respect of bodily injury or illness directly caused by food or drink poisoning or the presence of deleterious matter in such food or drink or the defective container of such food or drink and happening at the Insured's premises as specified in the Schedule;

PROVIDED THAT:

1. the Insured shall at all times take every possible precaution to prevent the sale or supply of articles of food or drink which are not in good condition and to ensure that the same are free from contamination or for human consumption;
2. the Company's liability will not exceed the Public Liability limit of indemnity stated in the Schedule for any one period of insurance.

Incidental Medical Malpractice

The Company shall indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay in connection with any claim or claims arising from injury caused by medical malpractice which shall mean any negligent act, error or omission in the professional services rendered, or which should have been rendered, by any medical practitioner, nurse or other medical official in the Insured's full or part time service;

PROVIDED THAT:

the Company's liability will not exceed R50 000 (fifty thousand rand) per event or R100 000 (one hundred thousand rand) in any one period of insurance.

This Extension does not cover liability arising out of:

1. any criminal act wilfully committed;
2. services rendered by any person who to the Insured's knowledge is under the influence of intoxicants or narcotics;
3. the use of drugs for weight reduction;
4. services rendered in exchange for a fee payable by the patient;
5. clinical trials or tests of drugs.

Liability by agreement

Notwithstanding the provisions of Specific Exceptions 2.2, 3.2 and 5, this Section extends to indemnify the Insured:

1. against liability assumed by the Insured under any contract entered into with or indemnity given to Transnet, government of quasi-government departments, provincial administrators, municipalities and/or similar bodies covering the use of railway sidings or in respect of cartage (hazardous premises) agreements and/or agreements of a similar nature;

2. against liability arising from loss of or damage to property belonging to Transnet while in the Insured's custody or control;
3. in respect of liability caused by or through or in connection with any vehicle, trailer, locomotive or rolling stock belonging to Transnet while being used by or on behalf of the Insured at any railway siding.

Security firms

Notwithstanding Specific Exception 5, if in terms of a contract with a security firm engaged to protect the Insured's property in the course of the Insured's business 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, then this Section includes such legal liability to the extent that indemnity would have been granted under this Section had the said employees been under a contract of service to the Insured and not to the security firm, but not exceeding the limit of indemnity stated in the Schedule.

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

Spread of fire

The Insured will be indemnified against loss of or damage to third party property caused by spread of fire from the insured property;

PROVIDED THAT:

the limit of indemnity shall not exceed R1 000 000 (one million rand) per event. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided;

PROVIDED FURTHER THAT:

if the insured property is situated in a rural area the following conditions apply:

1. the Insured must comply with all requirements contained in the National Veld and Forest Fire Act No. 101 of 1998 (as amended);
2. the Insured is a member of a Fire Protection Association as defined in the above Act but only if one has been registered for the area in which the Insured's premises is situated;
3. non-compliance with the duty as set out under Section 12(1) of the National Veld and Forest Fire Act No. 101 of 1998 (preparation and maintenance of firebreaks) shall not prevent cover under this Extension from operating but only if the Insured can prove, to the satisfaction of the Company, that such non-compliance did not contribute to the origin and/or spread of any fire.

It is understood and agreed that injury and/or damage occurring during a of 72 (seventy two) hour period shall be deemed a single occurrence for the purposes of this Extension.

Tenant's liability

Specific Exceptions 2.2 and 3.2 of this Section shall not apply to premises occupied by the Insured as tenant (but not as the owner) thereof.

Tool of trade

Specific Exception 3.2 shall not apply to the operation as a tool of any vehicle or plant forming part of such vehicle or attached thereto;

PROVIDED THAT:

the Company 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 the Company be liable where any other form of motor insurance has been effected by the Insured covering the same liability.

Unattached trailers

Specific Exception 3.2 shall, as far as it relates to trailers, not apply in respect of any trailer not attached to and not having become unintentionally detached from any mechanically propelled vehicle;

PROVIDED THAT:

the Company shall not be liable hereunder in respect of so much of any liability:

1. which is insured by or would, but for the existence of this Section, be insured by any other policy or policies effected by the Insured;
2. as falls within the scope of any compulsory third party insurance legislation, notwithstanding that no such insurance is in force or has been effected.

OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)**Defective workmanship liability**

Specific Exceptions 2.2 and 3.3.5 are deleted.

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

Additional specific exceptions (applicable to Defective workmanship liability)

This extension does not cover liability:

1. for the cost of rectifying or recalling defective work;
2. arising from inefficacy of such work or because the work did not produce the result anticipated or claimed;
3. arising prior to the handing over of such work;
4. arising from defective design;
5. arising from any work on any aircraft or part thereof.

EU liability

Subject otherwise to the Terms and Conditions and Limitations, the following changes are made to this Section of the Policy in respect of injury or damage (as insured by the Products liability Extension) which results from goods or products exported to any European Union (EU) country, or any European Free Trade Association (EFTA) country:

1. Specific Exceptions 8.1 and 8.2 shall not apply to damages or costs and expenses of litigation recovered by any claimant in respect of judgements delivered in the first instance in courts of the EU or EFTA country.
2. In respect of these goods or products (other than raw materials), the Insured shall:
 - 2.1 implement and maintain a system in terms of which these goods or products can be clearly identified by batch number or serial number or date stamp or other similar manner;
 - 2.2 note and maintain a record of the date on which the actual goods or products were first put into circulation.

This record shall be maintained to provide the required detail for a minimum period of 10 (ten) years after the goods or products were first put into circulation.

3. The information mentioned in 2 above, together with all supporting documentation, shall be made available to the Company or their nominee at any time on request.
4. In respect of this indemnity, the Insured shall be responsible for the first amount payable shown in the Schedule for this Extension.

The amount payable under this Extension, inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants and all other costs and expenses incurred with the Company's 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 the aggregate the limit of indemnity for this Extension stated in the Schedule.

Hunters liability

The Company shall indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as a result of hunting activities arranged by the Insured on the insured property;

PROVIDED THAT:

1. each hunter or group of hunters shall be under the guidance and control of a Professional hunter (PH) employed by the Insured;
2. all visiting hunters have personally and individually signed a disclaimer (such disclaimer to be explained in detail to such individual) absolving the Insured from any liability as a result of such hunting activities;
3. the Company's liability shall not exceed the amount stated in the Schedule for any one event;
4. the Insured shall be responsible for the first amount payable in the Schedule.

Member to member liability

The Company shall indemnify the Insured in respect of loss of or damages to a member's personal property as a result of one member's negligence against another member, subject to the member's action being neither malicious, nor intentional or deliberate;

PROVIDED THAT:

The Company's liability will not exceed R1 000 000 (one million rand) any one event.

Products liability

Notwithstanding anything to the contrary contained in Specific Exception 3.3.4, the Company shall indemnify the Insured in respect of Defined Events happening anywhere in the territories stated in the Schedule elsewhere than at premises occupied by the Insured, and caused by goods or products (including containers and labels) sold or supplied (including wrongful delivery and delivery of incorrect goods) by the Insured in connection with the business.

The amount payable under this Extension, inclusive of any legal costs recoverable from the Insured by any claimant or number of claimants, and all other costs and expenses incurred with the Company's 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 the aggregate the limit of indemnity for this Extension stated in the Schedule.

Additional specific exceptions (applicable to the Products liability Extension)

This Extension does not cover liability:

1. for the cost of repair, alteration, recall or replacement of the goods or products (including containers and labels) causing injury or damage;
2. for the cost of demolition, breaking out, dismantling, delivery, rebuilding, supply and installation of the goods or products (including containers and labels) and any other property essential to such repair, alteration or replacement unless physically damaged by the goods or products;
3.
 - 3.1 arising from defective or faulty design, formula, plan or specification, but if the Insured is a retailer this Specific Exception does not apply if the Insured's activities are wholly restricted to sales, distribution and/or marketing (including any marketing advisory service accompanying the products) of the product, and the Insured's activities do not include final preparation which means repackaging, packing, labelling, cleaning or provision of operating instructions prior to sale to the Insured's original customers, nor include any enhancement, amendment or alteration to the product;
 - 3.2 arising from inefficacy or failure to conform to specification, unless such inefficacy or failure is due to negligence in the following of such specification;
4. arising from goods or 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 goods or products sold or supplied by or to the Insured's, if such goods or products have, to the Insured's knowledge, been exported to the United States of America or Canada by or on behalf of the Insured.

Statutory legal defence costs

The Company will indemnify any employee, partner, or director of the Insured against costs and expenses not exceeding the amount stated in the Schedule incurred by or on behalf of such person with the consent of the Company in the defence of any criminal action brought against such person in the course of his occupation with the Insured arising from an alleged contravention of the statutes, or amending legislation with similar intent enacted within South Africa, during the period of insurance;

PROVIDED THAT:

1. in the case of an appeal, the Company will not indemnify such person unless a senior counsel approved by the Company will advise that such appeal should, in his opinion, succeed;
2. the Company will not indemnify such person in respect of any fine or penalty by any magistrate or judge or any loss consequent thereon;
3. such person shall, as though he were the Insured, observe, fulfill and be subject to the Terms, Exceptions and Conditions of this Policy and this Section thereof in so far as they can apply;
4. the Company's liability for any one event or series of events with one original cause or source shall not exceed the limit of indemnity stated in the Schedule;
5. the limit of indemnity as stated shall not exceed R250 000 (two hundred and fifty thousand rand) in any one (annual) period of insurance. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

Trustees liability

The Defined Events are extended to include damages which the Body Corporate and/or any Trustee(s) shall become legally liable to pay arising out of any wrongful act of a Trustee(s);

PROVIDED THAT:

the Company's limit of liability, including all costs and expenses, shall not exceed the amount stated in the Schedule for any one event and in all any one (annual) period of insurance.

For the purpose of this cover, a wrongful act shall be any actual or alleged breach of trust, breach of duty, neglect, error, misstatement, misleading statement, omission or other act wrongfully committed or attempted by a trustee which arises solely by reason of acting in a capacity as trustee of a body corporate.

The Company will not indemnify the Insured in respect of:

1. any liability for the payment of VAT;
2. any remuneration or other monies to which the Body Corporate or Trustee(s) is/are legally entitled;
3. any indemnity claimed or claimable in terms of any other insurance;
4. any Trustee committing any wrongful act knowing such actions to be illegal, fraudulent or of malicious intent;
5. the first amount payable stated in the Schedule.

Wrongful arrest and defamation

The Defined Events are extended to include damages:

1. resulting from wrongful arrest (including assault in connection with such wrongful arrest);
2. in respect of defamation;

PROVIDED THAT:

1. the Company's liability for any one event or series of events with one original cause or source shall not exceed the limit of indemnity stated in the Schedule;
2. the limits of indemnity as stated shall not exceed R250 000 (two hundred and fifty thousand rand) under each of 1 and 2 in any one (annual) period of insurance. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

EMPLOYER'S LIABILITY

(CLAIMS-MADE BASIS)

DEFINED EVENTS

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

LIMIT OF INDEMNITY

The amount payable, inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants, and all other costs and expenses incurred with the Company's consent for any one event or series of events with one original cause or source, shall not exceed the limit of indemnity stated in the Schedule.

TERRITORIAL LIMITS

Worldwide (excluding the USA and Canada operations), but not in connection with:

1. any business carried on by the Insured at or from premises outside;
2. any contract for the performance of work outside;

the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi and Mozambique.

SPECIFIC EXCEPTIONS

This Section does not cover:

1. liability assumed by the Insured under any contract, undertaking or agreement where such liability would not have attached to the Insured in the absence of such contract, undertaking or agreement;
2. liability for disease or impairment attributable to a gradually operating cause which does not arise from a sudden and identifiable accident or event;
3. fines, penalties, punitive, exemplary or vindictive damages;
4.
 - 4.1 damages 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 and Eswatini (formerly Swaziland);
 - 4.2 costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the area described in 4.1 above;
5. any claim arising from an event known to the Insured:
 - 5.1 which is not reported to the Company in terms of General Condition 6;
 - 5.2 prior to inception of this Section;
6. any claim (in the event of cancellation or non-renewal of this Section) not first made in writing against the Insured within the 48 (forty eight) month period (or extended period in respect of minors) as specified in Specific Condition 2.

SPECIFIC CONDITIONS

1. Any claim first made in writing against the Insured 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 the Insured on the same day that the Insured reported the event to the Company.

2. In the event of cancellation or non-renewal of the Policy:

- 2.1 any claim resulting from a reported event, first made in writing against the Insured during the 48 (forty eight) months immediately following cancellation or non-renewal shall be treated as having been made against the Insured on the same day that the Insured reported the event. If the claimant is a minor, the period of 48 (forty eight) months will be extended until the expiry of 12 (twelve) months after the attainment of majority by the claimant;
- 2.2 the Insured may report an event in terms of General Condition 6 to the Company for up to 15 (fifteen) days after cancellation or non-renewal;

PROVIDED THAT:

1. such event occurred during the period of insurance;
 2. any subsequent claim first made in writing against the Insured 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 (forty eight) month period specified in 2.1 above.
3. Any series of claims made against the Insured 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 the Insured:
- 3.1 on the date that the event was reported by the Insured in terms of General Condition 6; or
 - 3.2 if the Insured was 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 the Insured.

EXTENSION

Principals

Where a principal and the Insured are liable for the same damages and where any contract or agreement between a principal and the Insured so requires, the Company will, notwithstanding the aforementioned Specific Exception 1. above, indemnify the principal in like manner to the Insured 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 the negligence of the Insured or the Insured's employees;

PROVIDED THAT:

1. in the event of a claim in terms of this Extension, the Insured shall endeavor to arrange with the principal for the conduct and control of all claims to be vested in the Company;
2. the principal shall, as though he were the Insured, fulfill and be subject to the Terms, Exceptions and Conditions (both General and Specific) of this Policy in so far as they can apply;
3. the liability of the Company is not hereby increased.

OPTIONAL EXTENSION (if stated in the Schedule to be included)

Extended reporting

At the option of the Insured and subject to payment of an additional premium to be determined and subject to all the Terms, Exceptions and Conditions of this Section, the Company agrees to extend the period during which the Insured may report an event in terms of General Condition 6 for a period to be agreed, but in no circumstances exceeding 36 (thirty six) months (hereinafter referred to as extended reporting period);

PROVIDED THAT:

1. this option may only be exercised in the event of the Company cancelling or refusing to renew this Section;
2. this option must be exercised by the Insured in writing within 30 (thirty) days of cancellation or non-renewal;
3. once exercised, the option cannot be cancelled by either the Insured or the Company;
4. the Insured has not obtained insurance equal in scope and cover to this Section as expiring;

5. the Company shall only be liable for a Defined Event which occurred after the retroactive date but prior to date of cancellation or non-renewal;
6. claims first made against the Insured or any reported events by the Insured 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;
7. the total amount payable by the Company 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;
8. any claim made, following a reported event during the extended reporting period, which is first made against the Insured in writing more than 48 (forty eight) months after the last day preceding cancellation or non-renewal, shall not be subject to indemnification by this Extension. If the claimant is a minor, the period of 48 (forty eight) months is extended until the expiry of 12 (twelve) months after the attainment of majority by the claimant.

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".

GROUP PERSONAL ACCIDENT

DEFINED EVENTS

If during the period of insurance an Insured Person sustains bodily injury as the result of an accident which directly and independently of any other cause results, within 24 (twenty four) calendar months, in Death, Disability or the incurring of Medical Expenses the Company will pay to the Insured or his legal personal representatives the Compensation stated in the Schedule up to the maximum limits of liability therein.

DEFINITIONS

The following words or phrases shall bear the meaning stated below:

Annual earnings	shall mean the annual rate of salary or wages and any other allowance of a regular and constant nature paid to the Insured Person at the time of the accident.
Average weekly earnings	shall mean one fifty second part of the annual earnings of the Insured Person. In respect of casual workers with less than twelve consecutive months' service with the Insured, prior to the date of loss, the one fifty second part shall be calculated by applying the total of all earnings received from the Insured divided by the total number of consecutive week's service.
Accident	means a fortuitous unexpected event occurring at an identifiable place and time.
Bodily injury	means traumatic bodily injury caused by an Accident and shall be deemed to include bodily injury caused by starvation, thirst and exposure to the elements as a result of an accidental occurrence.
Loss	used in reference to limb, hand, thumb, fingers, foot or toes means the loss by physical severance or total and permanent loss of use of such member.
Permanent total disability	means Bodily Injury resulting in total and absolute disablement preventing the Insured Person from following the usual occupation, or any other occupation for which he or she is suited by education or training, for 24 (twenty four) consecutive months and which, at the expiry of that period, is beyond hope of improvement.
Permanent partial disability	means Bodily Injury which causes a Permanent Disability but not causing inability to work.
Temporary total disability	means Bodily Injury temporarily and totally preventing the Insured Person from engaging in or giving attention to his or her usual occupation.
Temporary partial disability	means Bodily Injury temporarily preventing an Insured Person from engaging in or giving attention to a substantial part of his or her usual occupation.
Medical expenses	means expenses necessarily incurred within 24 (twenty four) months of the date of the Accident for medical, surgical, dental, ophthalmic and hospital treatment and emergency travel costs reasonably and necessarily incurred.

PROVISOS (applicable to the entire section including Extensions)

1. Compensation shall only be payable under one of the items 1 and 2 of the Table of Benefits.
2. Compensation for Temporary Total Disability, Temporary Partial Disability and/or Medical Expenses shall be paid in addition to any Compensation paid or payable under Items 1 or 2 of the Table of Benefits.
3. The Compensation specified for Temporary Total Disability and/or Temporary Partial Disability shall cease as soon as the Bodily Injury causing the incapacity has healed insofar as it is reasonably possible notwithstanding that Permanent Disability may remain but shall in any event not be payable for more than the number of weeks stated in the Schedule to this Policy for the Temporary Total Disability.
4. The Compensation specified for Temporary Total Disability and/or Temporary Partial Disability shall cease as soon as the Insured Person is prevented from following the usual occupation as described under the "Permanent Total Disability" definition.

5. Any Compensation payable by the Company for any period of Temporary Total Disability and/or Temporary Partial Disability or for the reimbursement of Medical Expenses shall be reduced by an amount equal to the Compensation received or receivable by or on behalf of the Insured Person under the terms of the Compensation for Occupational Injuries and Diseases Act, 1993 for Temporary Disablement (partial or total) for the same or a lesser period and/or in respect of Medical Expenses.
6. Any compensation payable by the Company for any period of Temporary Disability (partial or total) shall not exceed the average weekly earnings earned by the Insured Person at the time of the accident.
7. Where amounts recoverable from the Company are delayed pending finalisation of any claim, payments on account can be made to the Insured, at the Company's discretion, on receipt by the Company of certification by a medical doctor appointed by the Company.
8. Upon payment of a claim under Items 1 to 2.4 (other than loss of hearing in one ear) or of 100% (one hundred percent) under Item 3 of the Schedule of Permanent Disability this Policy shall be terminated in respect of the Insured Person for whom such payment is made.

SCHEDULE OF PERMANENT DISABILITY TABLE

The following percentages (benefits) shall be payable in the event of Bodily Injury resulting in:

Disability		Percentage of compensation
1.	Permanent total disability	100%
2.	Permanent and total loss of:	
	2.1 wrist, ankle or limb: separation at or above the wrist or ankle of one or more limbs	100%
	2.2 eye(s): whole eye sight of eye sight of eye except perception of light	100% 100% 100%
	2.3 hearing: both ears one ear	100% 35%
	2.4 speech	100%
	2.5 finger(s) and phalange(s): phalanges, per phalanx thumb, per phalanx four complete finger either hand	5% 15% 75%
	2.6 toes: any one toe (other than great) all toes any foot great, per phalanx	5% 35% 5%
3.	Permanent disability not specified herein	a percentage which in the opinion of the Company is consistent with the above insofar as possible

In the event of Compensation being due under more than one of the benefits referred to above as a consequence of any one accident to any one Insured Person the maximum amount payable hereunder shall not exceed 100% (one hundred percent) in total of the Sum Insured stated in the Policy Schedule.

CLAUSES AND EXTENSIONS

Additional Death benefit

The Company will in addition to the Accidental Death benefit and on production of a valid death certificate of an Insured Person pay the Insured an amount of R15 000 (fifteen thousand rand) per Insured Person.

Body transportation costs

In the event that there is a valid claim for Accidental Death, the Company will pay the reasonable and necessary expenses incurred in the repatriation of the Insured Person's mortal remains to his normal place of residence;

PROVIDED THAT:

the liability of the Company shall not exceed R75 000 (seventy five thousand rand) for any one Insured Person.

Childcare

In the event of Accidental Bodily Injury to:

1. an Insured Person's child resulting in disability which requires regular care and attendance;
2. an Insured Person or his spouse resulting in disability which prevents care being given to a child;

the Company will pay to the Insured Person R300 (three hundred rand) per day during the period of such disability;

PROVIDED THAT:

the Company will:

1. not be liable for the first 7 (seven) days of each and every claim;
2. only be liable for a period not longer than 28 (twenty eight) days in respect of each and every claim;
3. only be liable for a maximum of R15 000 (fifteen thousand rand) in respect of any Insured Person in any one 12 (twelve) month period of insurance, irrespective of the number of children the Insured Person has;
4. only be liable for a maximum of R100 000 (one hundred thousand rand) per Policy in any 12 (twelve) month period of insurance;
5. not be liable for any claim in respect of a child who is more than 16 (sixteen) years of age;
6. only be liable if continuous treatment and attendance by a qualified, registered medical practitioner is necessary for the condition rendering the child or parent(s) disabled;
7. only be liable if the child is permanently resident with the Insured Person.

Crime benefit

In the event that the Insured Person's Death or Permanent Disability is as a direct consequence of a crime, the Company will pay an additional 10% (ten percent) of the Insured Person's Death or Permanent Disability benefit up to a maximum amount of R100 000 (one hundred thousand rand).

Detention

In the event of the detention under duress of any Insured Person, other than by reasons of:

1. engagement (or alleged engagement) in any political activity against the de jure or de facto Government of the country where the detention occurs;
2. failure to be in possession of the requisite visas, work permits or associated documents required by such country;
3. involvement (or any allegation thereof) in any criminal activity;
4. debt, insolvency, commercial failure, failure to provide any bond or security or other financial loss;

the cover in terms of this Section shall continue in force for the duration of such an occurrence, or 12 (twelve) months from the date of such occurrence, whichever is the lesser period.

If Temporary Total Disability is insured, the Company will regard Detention of the Insured Person as a claim for Temporary Total Disability.

Disappearance

If after a suitable period of time of the disappearance of an Insured Person it is reasonable to believe that such person has died as a result of Accidental Bodily Injury the Death benefit shall be payable;

PROVIDED THAT:

if such belief is incorrect such benefit shall be repaid to the Company by the Insured.

Disfigurement

The Schedule of Permanent Disability is hereby extended to include bodily injury resulting in permanent disfigurement of:

1. the head, neck and hands - provided the total area affected exceeds 20% (twenty percent) of the total area;
2. all other areas of the body - provided the compensation total area affected exceeds 5% (five percent) of the total area of the body.

Compensation payable hereunder is a percentage of the compensation in direct proportion to the area affected. The benefits payable in terms of 1. and 2. above shall apply independently and be cumulative, but the overall liability of the Company for permanent disfigurement resulting from an Accident or series of Accidents arising from one cause for any one Insured person shall be limited to 50% (fifty percent) of the amount payable for Permanent Total Disability in respect of 2. above.

Compensation shall not be payable under this Extension in addition to compensation payable for the same Bodily Injury under the Schedule of Permanent Disability and shall be limited to 100% (one hundred percent) of the compensation provided for Permanent Total Disability.

Disfigurement requiring corrective medical procedure

In the event of a claim where the Insured Person suffers permanent disfigurement following Accidental Bodily Injury of an extent that it may have a significant psychological effect on the Insured Person and it be required on recommendation by a qualified psychologist for the Insured Person to undergo corrective medical procedure or procedures such as plastic surgery, in order to improve the Insured Person's self-confidence, wellbeing and/or quality of life, the Company will pay the following benefit:

1. the head, neck and hands – an additional 25% (twenty five percent) of the Permanent Disability benefit for the reasonable and necessary medical procedure costs incurred up to a maximum of R300 000 (three hundred thousand rand) per Insured Person;
2. all other areas of the body – an additional 10% (ten percent) of the Permanent Disability benefit for the reasonable and necessary medical procedure costs incurred up to a maximum of R100 000 (one hundred thousand rand) per Insured Person.

In the absence of a psychological evaluation the Company may at their discretion and on presentation of medical reports and/or photographs as to the extent of the disfigurement agree to pay this benefit.

Compensation under this Extension shall be payable in addition to compensation payable for the same Bodily Injury under the Schedule of Permanent Disability or the Disfigurement Extension, but shall exclude any procedure of a pure cosmetic nature.

Emergency transportation costs

The Company will pay reasonable and necessary emergency transportation costs to the nearest adequate medical facility incurred by the Insured as a direct result of Accidental Bodily Injury to an Insured Person if a qualified medical doctor certifies that:

1. local medical facilities are inadequate for the treatment of the injuries;
2. the recovery of the injured person will be substantially expedited by the emergency transportation to the nearest adequate medical facility.

Where no qualified medical doctor is available the highest qualified and experienced medical practitioner may certify as to the necessity of the emergency transportation.

The maximum amount payable by the Company will be R200 000 (two hundred thousand rand) any one Insured Person and R1 000 000 (one million rand) any one occurrence.

Family/domestic employee medical expenses

In the event of Accidental Bodily Injury to any spouse, dependent child or domestic employee of an Insured Person (referred to in this Extension as such person) as a result of a motor vehicle accident while such person is travelling with the Insured Person in any private motor vehicle owned, leased or hired by the Insured Person, the Company will pay any consequent Medical Expenses incurred by such person;

PROVIDED THAT:

1. the maximum amount payable by the Company will be R50 000 (fifty thousand rand) any one such person each and every claim, and subject to a maximum of R200 000 (two hundred thousand rand) in any one 12 (twelve) month period of insurance;
2. the Company will not be liable for the first R250 (two hundred and fifty rand) of each and every claim;
3. the Company will only be liable for the amounts in excess of amounts paid or payable under any other policy or under any Medical Aid Scheme, or Road Accident Fund or otherwise known, or as may be amended by legislation;
4. if the Business Hours Limitation is applicable, this Extension does not apply.

Hijacking/abduction/kidnapping

In the event of the unlawful seizure or wrongful exercise of control of any aircraft or conveyance (including the crew thereof) in which the Insured Person is travelling, or the abduction or kidnapping of the Insured Person, the cover in terms of the Temporary Total Disability section of this Policy shall continue in force for the duration of such an event, or 12 (twelve) months from the date of such event, whichever is the lesser period.

If Temporary Total Disability is insured, the Company will regard the hijacking, abduction or kidnapping of an Insured Person as a claim for Temporary Total Disability;

PROVIDED THAT:

1. the Company's liability is limited to the period of hijacking, abduction or kidnapping or 12 (twelve) weeks, whichever is the lesser;
2. no compensation shall be payable if any member of the Insured Person's immediate family is involved in the hijacking, abduction or kidnapping as a principal or accessory.

Life support

Notwithstanding anything contained in the Defined Events, the 24 (twenty four) month period stated therein shall not include any period or periods where the death of the Insured Person is delayed solely by the use, for a period or periods of not less than 3 (three) consecutive days, of life support machinery, equipment or apparatus.

Life support equipment

The Company will pay reasonable costs and expenses incurred by an Insured Person as a result of Accidental Bodily Injury in respect of hire costs for life support machinery, equipment or apparatus;

PROVIDED THAT:

the liability of the Company under this Extension shall be limited to R100 000 (one hundred thousand rand) in respect of any one Insured Person in each and every occurrence.

Mobility costs

When the Company has admitted a claim for Permanent Disability, if as a direct result of that disability the Insured Person is permanently dependent on a wheelchair for mobility, the Company will, in addition to any amount payable for Permanent Disability, pay for:

1. a self-propelled wheelchair;
2. the fitting of wheelchair loading equipment and alterations to the Insured Person's residence to facilitate the use of such wheelchair;
3. the modification of the controls of the Insured Person's motor vehicle including wheelchair loading equipment if necessary;

PROVIDED THAT:

the liability of the Company for such costs in respect of any one claim shall not exceed R250 000 (two hundred and fifty thousand rand) per Insured Person.

Operating time

Coverage applies 24 (twenty four) hours a day, 7 (seven) days a week unless otherwise restricted by endorsement and/or memorandum to this Section.

Paraplegia

When the Company has admitted a claim for Permanent Total Disability, and as a direct result the Accidental Bodily Injury results in complete paralysis of the lower half of the body, including both legs, of the Insured Person, the Company will, in addition to any amount payable for Permanent Total Disability, pay 10% (ten percent) of the benefit paid for Permanent Total Disability subject to a minimum of R50 000 (fifty thousand rand) and up to a maximum of R500 000 (five hundred thousand rand).

Quadraplegia

When the Company has admitted a claim for Permanent Total Disability, and as a direct result the Accidental Bodily Injury results in complete paralysis of all four limbs of the Insured Person, the Company will, in addition to any amount payable for Permanent Total Disability, pay 25% (twenty five percent) of the benefit paid for Permanent Total Disability subject to a minimum of R100 000 (one hundred thousand rand) and up to a maximum of R1 000 000 (one million rand).

Rehabilitation costs

In the event that the Insured demonstrates, to the reasonable satisfaction of the Company, that an Insured Person has suffered Permanent Disability such that he/she cannot continue to be employed in the occupation in which he or she was employed at the time of the accident but may be retrained by the Insured, or by any registered training centre, the Company will contribute 80% (eighty percent) of such retraining costs up to a maximum liability of R150 000 (one hundred and fifty thousand rand) per Insured Person.

Relocation costs

In the event that it is necessary to replace as employee a deceased or permanently disabled Insured Person the Company will indemnify the Insured for the following costs not exceeding R150 000 (one hundred and fifty thousand rand) incurred by the Insured in relation to any one Person per occurrence who is required to move more than 100 km (one hundred kilometres):

1. relocation costs for such person, his family, furniture and pets; and
2. 75% (seventy five percent) of the actual loss caused following the forcible sale of such person's private dwelling subject to such loss being determined by an impartial valuer appointed and paid by the Company.

Repatriation costs

In the event that there is a valid claim for serious Accidental Bodily Injury, the Company will pay the reasonable and necessary expenses incurred in the repatriation of the Insured Person to his normal place of residence;

PROVIDED THAT:

1. the liability of the Company in respect of any one claim shall not exceed R200 000 (two hundred thousand rand) for any one Insured Person;
2. the prior consent of the Company to repatriate the Insured Person is obtained and such consent will not be unreasonably withheld.

Search and rescue

The Company will pay the reasonable and necessary costs and expenses incurred for search and rescue, including freeing and bringing an Insured Person to a place of safety as a result of, or in order to prevent, Accidental Bodily Injury to an Insured Person;

PROVIDED THAT:

1. the Company will not be liable if an Insured Person is found in circumstances which are unlikely to result in Accidental Bodily Injury;
2. the maximum amount payable by the Company will be R100 000 (one hundred thousand rand) any one Insured Person any one occurrence;
3. the maximum amount payable by the Company in any 12 (twelve) month period of insurance will be R500 000 (five hundred thousand rand).

Seat belt benefit

The Company will pay an additional 10% (ten percent) of the Insured Person's Death or Permanent Disability benefit, up to a maximum amount of R100 000 (one hundred thousand rand);

PROVIDED THAT:

the Insured Person was wearing a properly factory installed seat belt while operating or travelling as a passenger in a private motor vehicle when the accident causing the Death or Total Disability occurs.

Verification of the actual use of the seat belt at the time of the accident must be a part of an official report of the accident or must be certified in writing by the investigating officer(s).

Temporary drivers

If, as a result of Accidental Bodily Injury, the Insured Person is unable to drive to and from his or her normal place of employment but is otherwise able to continue his or her usual business or occupation, the Company will pay the costs of employing a temporary driver;

PROVIDED THAT:

1. such costs will not be payable in addition to any amount payable for Temporary Total Disability;
2. such costs will be limited to R2 000 (two thousand rand) per week or the Temporary Total Disability benefit applicable to such Insured Person, whichever is the lesser;
3. this Extension will only apply if the Insured Person, prior to the accident, regularly drove a vehicle to and from work;
4. the weekly benefit shall not be paid for a period longer than the number of weeks insured in respect of the Temporary Total Disability benefit.

Territorial limits

Coverage applies anywhere in the world unless otherwise restricted by an endorsement and/or memorandum to this Section.

Terrorism

This Policy is extended to cover Accidental Death or Disability of an Insured Person arising from acts of "terrorism" as defined in the Defence Act 1957 or as amended;

PROVIDED THAT:

the Company shall not be liable to pay compensation for death or disablement arising from:

1. the performance by such person of obligations in terms of the Defence Act or the Police Services Act of any country or at a place from which military or police actions are carried out; or
2. consequent upon such person's engagement in any military or police actions against an enemy of any country, combating "terrorism" as defined in the Defence Act or "operations in defence of any country".

Trauma counselling

In the event of an Insured Person being subjected to an act of violence or a traumatic accident, the Company will pay for counselling fees actually incurred by such person as a result of the act of violence or traumatic accident;

PROVIDED THAT:

1. the maximum amount payable by the Company will be R1 000 (one thousand rand) per consultation and R10 000 (ten thousand rand) per annum for each Insured Person, and R100 000 (one hundred thousand rand) in any one 12 (twelve) month period of insurance;
2. act of violence shall mean an assault, robbery, rape or armed car hijack;
3. for the purpose of this Extension only, Insured Person shall include immediate family members of such Insured Person, who are subjected to the same incident or occurrence of violence or traumatic accident as the Insured Person;
4. the act of violence has been reported to the Police and a case number obtained.

Value Added Tax (VAT)

Notwithstanding that sums insured, first loss amounts, indemnity limits or insured values, by whatever name such are referred to in this Policy (henceforth "policy limits") are expressed on a VAT exclusive basis, the Company agree that they will indemnify the Insured over and above such policy limits for any VAT obligation the Insured may incur arising out of any claims settlement made hereunder.

SPECIFIC EXCEPTIONS (applicable to the entire Section including Extensions)

The Company shall not be liable to pay compensation for Bodily Injury in respect of any Insured Person:

1. caused by such person's suicide, attempted suicide or intentional self-injury or deliberate exposure to obvious risk or injury (unless in an attempt to save human life);
2. whose death or disability is directly or indirectly caused by, arising or resulting from or traceable to any physical defect or infirmity which existed prior to the accident;

PROVIDED THAT:

if the disability of the Insured Person is merely aggravated by such pre-existing conditions, the Company may in their discretion pay an amount which they consider would have been payable but for such aggravation;

3. under 15 (fifteen) or over 75 (seventy five) years of age;
4. whilst the Insured Person:
 - 4.1 is travelling by air other than as a passenger (a "passenger" does not include a member of the crew or any person being conveyed for the purpose of any trade or technical operation relating to the aircraft);
 - 4.2 is hang gliding or microlighting;
5. as a direct result of the Insured Person:
 - 5.1 being under the influence of alcohol, drugs or narcotics unless such drugs or narcotics were administered lawfully by a medical practitioner (other than the Insured Person) or unless prescribed by and taken in accordance with the directions of a medical practitioner (other than the Insured Person);
 - 5.2 driving a motor vehicle and having more than the legal limit of alcohol in his/her blood. The legal limit applicable shall be as per legislation applicable to the territory where the accident occurred;
6. whilst participating in any riot, strike, civil commotion, public disorder, or as a result of deliberately committing a criminal offence;
7.
 - 7.1 arising from war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power, or any events or causes which determine the proclamation or maintenance of martial law;
 - 7.2 whilst such Insured Person is on active service with the military, naval, air or police services of any nation;

PROVIDED THAT:

this Section shall continue to apply in respect of Accidental Bodily Injury sustained independently of such contingencies;

8. whose death or disability is directly or indirectly attributable to Human Immunodeficiency Virus (HIV and/or any HIV related illness) or Acquired Immune Deficiency Syndrome (AIDS) including derivatives or variations thereof howsoever caused. The onus of proof shall always be upon the Insured to show that death or disability of an Insured Person did not arise through or was not caused by AIDS or HIV;
9. whilst participating in sport as a professional player. For the purpose of this exclusion professional player is a person who derives 50% (fifty percent) or more of their income from participating in sports;
10. whose occupation involves the manufacturing, storage, use of or the handling of explosives or explosive devices. This Exclusion does not apply to surface or underground mining occupations.

SPECIFIC CONDITIONS

1. This Section is not assignable. Compensation shall be payable only to the Insured whose receipt shall effectually discharge the Company. No Insured Person shall have any right against the Company.
2. No sum under this Policy shall carry interest.
3. This Section shall be voidable at the Company's instance in the event of misrepresentation, or misdescription or non-disclosure by or on behalf of the Insured or an Insured Person in any particular material to this insurance.
4. Notice must be given to the Company in writing on the prescribed claim form as soon as practicable but in any event within 12 (twelve) months of any occurrence which may give rise to a claim under this Section but notice of death must be given forthwith and the Company shall have the right to have a post mortem examination of the body.

All certificates, information and evidence required by the Company shall be furnished without expense to the Company within 30 (thirty) days of the Company notifying the Insured of their requirements.

After incurring Bodily Injury for which Compensation may be payable under this Section, the Insured Person shall, when reasonably required by the Company to do so, submit to medical examination on behalf of and at the expense of the Company and undergo any treatment specified. The Company shall not be liable to make payment unless this Condition is complied with to their satisfaction.

Qualified medical advice shall be sought and followed promptly on the occurrence of any Bodily Injury and the Company shall not be liable for any part of any claim which in the opinion of their medical adviser arises from the unreasonable or willful neglect or failure of an Insured Person to seek and remain under the care of a qualified member of the medical profession.

5. If any difference shall arise as to the amount to be paid under this Section (liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the statutory provisions for the time being in force and the making of an award shall be a condition precedent to any liability for the Company to make any payment under this Section.
6. In the event of the Company disclaiming liability in respect of any claim and an action or suit not being commenced within 12 (twelve) months after such disclaimer or, in the case of an arbitration taking place, within 12 (twelve) months after the Arbitrator shall have made his award, all benefits under this Section in respect of such claim shall be forfeited.
7. If the Premium is calculated on estimates supplied by the Insured an accurate record containing all relevant particulars must be maintained by the Insured to which the Company shall have the right of access. The Insured shall furnish such information within one month of the expiry of each Period of Insurance and the Premium shall be adjusted accordingly.
 - 7.1 The estimates and declaration of total wages, earnings or salaries on which the premium hereunder is based shall include all items of remuneration which fall under the definition of "Annual Earnings" within this Section.
 - 7.2 In the event that such allowances are not included in the estimated or declared earnings these amounts will not be included in the computation of any claim.
8. This Section will be governed by the laws of the Republic of South Africa, whose courts shall have jurisdiction in any dispute arising hereunder.

OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

Accident Expert assistance

The Company will provide the Insured with the Accident Expert assistance provided by Roadcover in respect of assistance with claims under the Compensation for Occupational Injuries and Diseases Act (COIDA) or claims under the Road Accident Fund (RAF), as set out in the Annexure '1' to the Policy Schedule.

Provision of these services will be subject to the assistance services standard terms conditions provisions and procedures as described in the Annexure '1' attached to the Policy Schedule.

The following additional provisos are applicable in respect of the above mentioned Accident Expert assistance:

1. The injured person has to be an Insured Person in terms of this Section and be employed by the Insured.
2. Any costs incurred by an injured Insured Person, being approached by an outside party without the written consent of Roadcover will not be covered.
3. The injured employee is at all times free to get outside second opinions but the cost of these will not be covered unless approved in writing by Roadcover.
4. The injured employee is not obliged to use these assistance services and may seek alternative assistance in the event of which the Company will not be liable for any incurred costs.
5. The Accident Expert Assistance services are only available for Accident, injury or incident that occurs in the Republic of South Africa.
6. At the time of the Accident, injury or incident the Insured and the Insured Person must comply with the legal and regulatory matters required by the Acts governing the Compensation Commissioner in terms of COIDA and/or the RAF.
7. The Accident Expert Services provided by Roadcover does not guarantee performance from or by the Compensation Commissioner (COIDA) and/or the RAF.

HIV accidental exposure

If an Insured Person becomes infected with Human Immunodeficiency Virus "HIV" as a result of an accidental bodily exposure arising from and in the course of his employment, the Company will pay to the Insured, on behalf of the Insured Person or his estate, the amount stated in the Schedule.

For the purposes of this Optional Extension an Insured Person does not become infected with "HIV" within the meaning of this Insurance unless;

1. within a period of 24 (twenty four) hours, following the accidental exposure, the Insured Person makes an official report of such exposure to the nominated responsible person within the Insured's organisation, who in turn within 72 (seventy two) hours must provide written notice to the Company of such accidental exposure; and
2. within 72 (seventy two) hours of such exposure, the Insured Person undertakes a test performed by a registered medical practitioner in accordance with laboratory and clinical criteria representing good clinical practice at that date which demonstrates that the Insured Person does not have Human Immunodeficiency Virus; and
3. within a period of 3 (three) calendar months from the date of the accidental exposure and during his lifetime the Insured Person is first diagnosed by a registered medical practitioner as being "HIV" positive, the diagnosis being made in accordance with laboratory and clinical criteria representing good clinical practice at that date.

Specific Conditions

1. The Company is entitled to require any test to be duplicated by a registered medical practitioner of their choice.
2. If the result of any test carried out by the Insured Person's registered medical practitioner is different from the test carried out by the Company's registered medical practitioner, then a final test shall be carried out by another registered medical practitioner who is acceptable to both parties or failing agreement, a registered medical practitioner will be appointed by the President of the Medical Association of South Africa and his determination shall be binding.
3. If the Insured Person so becomes infected with "HIV", the date of his infection shall be deemed the date of the accidental exposure unless the contrary is shown.

4. Following a notification of an Occurrence which could give rise to a claim in terms of this insurance, the Company shall at all times during and after the insurance period have access to the Insured Person's medical records as held by the Insured.

Specific Exceptions

No claim shall be payable if:

1. the Insured Person takes or has taken drugs intravenously or subcutaneously unless in the course of medical treatment as prescribed by a registered medical practitioner;
2. it is directly or indirectly caused or contributed to by any medical condition which was known or reasonably ought to have been known to the Insured Person and which has not been declared to and noted by the Company prior to the inception of this insurance;
3. the Insured Person fails or refuses to promptly make himself available for examination or the associated tests required;
4. the Insured Person is no longer in the employment of the Insured when the "HIV" positive diagnosis is made.

HIV/Aids Assistance

The Company will provide the Insured Person with HIV/Aids Assistance services in respect of all claims arising from Accidental exposure to HIV/Aids subject to the standard Terms, Conditions, Provisions and Exclusions as stated in Annexure "2" attached to the Policy Schedule. Such claims for Accidental exposure to HIV/Aids have to be reported to the emergency number provided within 24 (twenty four) hours of the Accidental exposure.

The emergency contact number is 0861 555 114

The following benefits provided and processes are more fully described in the Annexure '2' to the Schedule:

1. 24 (twenty four) hour access to the call centre for information, procedural instructions, advice and support;
2. appointment of a case manager, physician, or trained nurse;
3. counselling regarding the HIV exposure (if not previously done) and;
4. necessary medical protocol that needs to be followed.

Should the Insured Person be HIV positive at initial testing no further assistance will be provided.

Hospitalisation

If, during the period of insurance, an Insured Person is admitted to hospital as an in-patient as a result of Accidental Bodily Injury, the Company will pay the amount reflected in the Schedule per day for a period of hospitalisation up to 90 (ninety) days or the number of days reflected in the Schedule, whichever is the highest;

PROVIDED THAT:

1. the Company will not be liable for the first 24 (twenty four) hours of each and every period of hospitalisation;
2. successive periods of hospitalisation, due to the same or related causes, will be regarded as one accident.

Temporary total disablement – sickness

This Section is extended to cover Temporary Total Disability of the Insured Person caused by sickness or disease of the body contracted and commencing after the inception of this Section subject to all the Terms, Conditions, Provisions and Exclusions of the Policy;

PROVIDED THAT:

no compensation shall be payable under this Extension:

1. in respect of sickness or disease for which the Insured Person had received treatment, or medical advice, prior to the inception of this Section;
2. for sickness manifesting itself within the first 30 (thirty) days after the inception of this cover;
3. for the first 30 (thirty) days of any period of disablement following sickness;
4. in respect of any Insured Person who has attained the age of 65 (sixty five) years;

5. in respect of:

- 5.1 venereal or other socially transmitted diseases;
- 5.2 congenital abnormalities and conditions arising out of or resulting there from;
- 5.3 any mental and/or nervous disorders, or any like condition arising from or attributable to stress or stress-related situations.

War risks

It is declared and agreed that Specific Exception 7 is deleted in its entirety;

PROVIDED THAT:

- 1. the Company shall not be liable to pay compensation in terms of this Extension for claims arising while the Insured Person is on service or duty or undergoing training with any military or police force;
- 2. this Extension may be cancelled at any time by the Company giving 30 (thirty) days' notice in writing.

SERIOUS ILLNESS

Should an Insured Person be diagnosed during the period of insurance as suffering from a Serious Illness, symptoms of which were not present in such Insured Person up to 12 (twelve) months before inception of this Extension, the Company will pay the compensation as stated in the Schedule.

DEFINITIONS

Serious illness means any of the following:	1. Alzheimer's The deterioration or loss of intellectual capacity or abnormal behaviour arising from Alzheimer's disease or irreversible organic disorders (excluding neurosis and any psychiatric illness) resulting in significant reduction in mental and social functioning and requiring the eventual supervision of the Insured Person. The diagnosis must be clinically confirmed by an appropriate consultant and confirmed by the Company's medical consultants. 2. Blindness The total and irreversible loss of vision in both eyes but excluding blindness caused by accidental, violent, external and visible means. 3. Cancer A disease manifested by the presence of a malignant tumour characterised by the uncontrolled growth and spread of malignant cells, and the invasion of normal surrounding tissue. All cancers diagnosed and treated by primary biopsy only, that is, not requiring any further surgical, medical (chemotherapy, and the like) or radio therapy, or other modalities are excluded. The term "Cancer" also includes Leukaemia and Hodgkin's Disease but excludes: 3.1 all skin cancers; 3.2 cancer-in-situ, including melanoma-in-situ. 4. Chronic Coronary Heart Disease Open bypass surgery or open surgical treatment of coronary disease but excluding angioplasty and any other intra-arterial procedures. 5. Chronic Liver Disease End stage liver failure as evidenced by all of the following: 5.1 permanent jaundice; 5.2 ascites; and 5.3 hepatics encephalopathy.
--	---

Serious illness means any of the following: (cont.)	6. Coma A state of unconsciousness with no reaction or response to external stimuli or internal needs, and where permanent neurological deficit is present, persisting continuously with the use of life support system which must include the use of a respirator for an indefinite period. 7. Heart Attack The death of a significant portion of the heart muscle due to inadequate blood supply to the relevant area. The diagnosis will include the following criteria: 7.1 a history of typical chest pain; 7.2 new ECG changes; and 7.3 elevation of cardiac enzymes. 8. Heart Valve Surgery The first occurrence of open or endoscopic heart valve surgery, performed to replace or repair one or more heart valves, as a consequence of defects that cannot be repaired by intra-arterial catheter procedures alone. The surgery must be performed after a recommendation by a consultant cardiologist. 9. Kidney Failure End stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis must be instituted. 10. Loss of Hearing Total and irreversible loss of hearing in both ears of all sounds as a result of chronic illness as evidenced and confirmed by medical audiometric and sound-threshold tests. 11. Loss of Speech Total and irrecoverable loss of the ability to speak for a continuous period of 12 (twelve) months due to disease to the vocal cords which is evidenced and confirmed by medical reports including confirmation of no prognosis of recovery. Loss of speech shall mean the inability to make a comprehensible word or understandable verbal language. 12. Major Organ Transplant The human to human organ transplant from a donor to the Insured Person of one or more of the following organs: 12.1 kidney; 12.2 heart; 12.3 lung; 12.4 pancreas; or 12.5 bone marrow; but excluding the transplantation of all other organs, parts of organs, or any other tissue.
--	--

Serious illness means any of the following: (cont.)	13. Motor Neurone Disease The unequivocal diagnosis of Motor Neurone disease, certified by a consultant neurologist, with significant persistent progressive neurological deficit resulting in a permanent inability to perform at least 3 (three) of 6 (six) of the Activities of Daily Living: 13.1 Bathing: the ability to shower or bath; 13.2 Continence: the ability to control bowel and bladder function; 13.3 Dressing: the ability to put on or take off clothing; 13.4 Feeding: the ability to get food from a plate into the mouth; 13.5 Mobility: the ability to get in and out of bed and a chair; 13.6 Toileting: the ability to use the toilet to maintain personal hygiene. 14. Multiple Sclerosis Which is a disease characterised by demyelination in the brain and spinal cord. The diagnosis must be unequivocal and made by a consulting neurologist. There must be more than one episode of well-defined neurological deficit with persisting neurological abnormalities and with at least 25% (twenty five percent) impairment of function. Diagnosis should be supported by confirmatory neurological investigations, e.g. lumbar puncture, evoked visual responses, MRI (Magnetic Resonance Imaging) evidence of lesions in the central nervous system. 15. Muscular Dystrophy A degenerative chronic and progressive disorder with significant persistent progressive muscular deficit certified by a consultant neurologist, and which will be subject to a combination of 3 (three) out of 4 (four) of the following: 15.1 family history; 15.2 clinical presentation including absence of sensory disturbance, normal cerebro- spinal fluid and mild tendon reflex reduction; 15.3 characteristic electromyogram; 15.4 clinical suspicion confirmed by muscle biopsy which confirms the diagnosis of muscular dystrophy. 16. Paraplegia The total and irreversible loss of the use of both legs or both arms. 17. Parkinsons Disease A degenerative chronic and progressive disorder of the central nervous system caused by the insufficient formation and action of dopamine, impairing motor skills and speech resulting in muscle rigidity, tremor, a slowing of physical movement (bradykinesia) and, in extreme cases, a loss of physical movement (akinesia). 18. Stroke Any cerebrovascular occurrence or accident which produces significant neurological sequelae lasting more than 24 (twenty four) successive hours and including infarction of brain tissue, haemorrhage, and embolism from an extra cranial source. Evidence of disabling permanent neurological deficit must be produced.
Diagnosed means	Diagnosis by a registered medical practitioner, supported by clinical, Radiological, histological and laboratory evidence, acceptable to the Company.
Insured Person means	The person or persons specified in the Schedule.

SPECIAL PROVISIONS

1. The Company shall be obliged to compensate an Insured Person only once under this Extension. Should an Insured Person be paid Compensation for a Serious Illness, that Insured Person's cover under this Extension lapses and cannot be reinstated.
2. An Insured Person who has been paid Compensation under the Schedule of Permanent Disability Benefits for bodily injury shall not be entitled to Compensation under this Extension for the same bodily injury or disability.
3. All the Terms, Conditions, Provisions and Exclusions of the Policy shall apply to this Extension.

SPECIFIC EXCEPTIONS

The Company shall not be liable to pay Compensation for a Serious Illness diagnosed in respect of any Insured Person;

1. under 18 (eighteen) or over 65 (sixty five) years of age;
2. where the illness is as a result of the influence of alcohol, drugs or narcotics upon an Insured Person unless such drugs or narcotics were administered by a member of the medical profession (other than the Insured Person) or unless prescribed by and taken in accordance with the directions of a member of the medical profession (other than the Insured Person);
3. where the illness is directly or indirectly attributable to Human Immunodeficiency Virus (HIV and/or any HIV related illness) or Acquired Immune Deficiency Syndrome (AIDS) including derivatives or variations thereof howsoever caused. The onus of proof shall always be upon the Insured to show that a Serious Illness did not arise through or was not caused by AIDS or HIV;
4. where the illness is attributable to venereal or other socially transmitted diseases;
5. where the illness is directly caused by childbirth or pregnancy;
6. where the illness is as a result of surgery and/or any other medical procedure or treatment;
7. where the illness is developed as a result of Accidental Bodily Injury or due to any psychiatric related cause;
8. where the Insured Person does not survive for more than 30 (thirty) days after the diagnosis.

MOTOR

SUB-SECTION A – LOSS OR DAMAGE

DEFINED EVENTS

1. Loss of or damage:

to any vehicle described in the Schedule, including its accessories and spare parts whilst therein or thereon.

2. Additional costs

In addition, the Company will pay for:

2.1 protection and removal:

the cost of protection and removal to the nearest repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;

2.2 storage:

the cost of storage at the nearest yard, place of safety or repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;

2.3 delivery after repair:

the cost of delivery to the Insured, after repair of such loss or damage, to the permanent address of the Insured per the following territorial scope:

Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi or Mozambique;

2.4 emergency repairs:

the Insured may give instructions for emergency repairs to be executed without the previous consent of the Company;

PROVIDED THAT:

a detailed estimate is first obtained and forwarded to the Company;

PROVIDED THAT:

the Company shall not be responsible to pay more than R40 000 (forty thousand rand) in the aggregate any one event per vehicle in respect of 2.1, 2.2, 2.3 and 2.4 above.

3. Limit of indemnity

The limit of indemnity for each type of vehicle is as stated in the Schedule shall be the maximum amount payable by the Company.

4. Repair, reinstate or replace

4.1 The Company may, at its own option and discretion, repair, reinstate or replace the vehicle or any part thereof and/or its accessories and spare parts therein or thereon or may pay in cash the amount of the loss or damage not exceeding the amount stated in the Schedule and/or the reasonable retail value, including any specified accessories, whichever is the lesser.

4.2 If the Company replaces or reinstates such vehicle the Company shall have the option to take ownership of the vehicle.

5. Reasonable retail value

The reasonable retail value of the vehicle and its factory fitted accessories and spare parts at the time of such loss or damage shall be determined by the current Auto Dealers Guide or Commercial Vehicle Guide or the agreed value of game viewing vehicles and its accessories and spare parts at the time.

PROVISIONS

1. Suspensive sale

If, to the knowledge of the Company, 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 the Company in respect of such loss or damage.

2. First amount payable

In respect of each and every occurrence giving rise to a claim under Sub-Section A, the Insured 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 Sub-Section A (including any payment in respect of costs, expenses and fees), and of any expenditure by the Company in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the Company shall include any first amount payable for which the Insured is responsible, such amount shall be paid by the Insured to the Company.

3. Fire, lightning and explosion

The first amount payable shall not be applicable to loss or damage as a result of fire, lightning or explosion.

4. Sound equipment

In respect of each and every occurrence giving rise to a claim following upon theft or attempted theft of motor radios, cassette players and any other equipment of a similar nature or telephones:

4.1 if supplied by the manufacturer when new

the replacement value of the item subject to the standard Compulsory First Amount Payable stated in the Schedule;

4.2 not supplied by the manufacturer when new (after-market installation)

not specified as a separate item in the Schedule, limited to R3 500 (three thousand five hundred rand) subject to a first amount payable of R500 (five hundred rand);

4.3 specified in the Schedule

the amount stated in the Schedule and reduced by the first amount payable stated in the Schedule.

SPECIFIC EXCEPTIONS (applicable to Sub-Section A)

The Company shall not be liable to pay for any:

1. consequential loss as a result of any cause whatsoever;
2. money paid towards the upgrade of or extension of a maintenance plan or similar expense;
3. depreciation in value whether arising from repairs following a Defined Event or otherwise;
4. wear and tear;
5. mechanical, electronic or electrical breakdown, failure or breakage;
6. damage to tyres:
 - 6.1 by application of brakes; or
 - 6.2 by road punctures, cuts or bursts; or
 - 6.3 as a result of inequalities of the road or other surface or to impact with such inequalities;

UNLESS:

damage to tyres is accompanied by damage to other parts of the vehicle;

7. damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities;
8. damage to the insured vehicle caused by or attributable to the un-roadworthy condition of the vehicle;
9. loss, damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by Customs, Police Services, Crime Prevention Units or any lawfully constituted 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 the Insured and/or any passenger becomes legally liable to pay all sums including claimant's costs and expenses in respect of, and not exceeding the amount stated in the Schedule:

1. death of or bodily injury to any person, excluding death of or bodily injury to any person in the employ of the Insured arising from and in the course of such employment or being a member of the same household or family as the Insured;
2. damage to property other than property belonging to the Insured or held in trust by or in the custody or control of the Insured or being conveyed by, loaded onto or unloaded from such vehicle.

The Company 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 the Company's liability under both this Extension and Sub-Section B shall not exceed the limit of indemnity stated in the Schedule;

2. indemnify any person who is driving or using such vehicle on the Insured's order or with the Insured's permission;

PROVIDED THAT:

1. such person shall, as though he were the Insured, observe, fulfil and be subject to the Terms, Exceptions and Conditions of this insurance in so far as they can apply;
 2. such person driving such vehicle has not to the Insured's knowledge been refused any motor insurance or continuance thereof by any insurer;
 3. indemnity shall not apply in respect of claims made by any member of the same household or family as such person;
 4. such person is not entitled to indemnity under any other policy except in respect of any amount not recoverable thereunder;
3. indemnify the Insured while personally driving or using any private type motor car not belonging to him and not leased or hired to him under a lease or suspensive sale agreement, provided the Insured is an individual and has insured hereunder a vehicle described under Vehicle Definition 1 or 2;

PROVIDED THAT:

the Company shall not be liable for damage to the vehicle being driven or used;

4. indemnify the Insured 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 THAT:

the Company shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon.

LIMITS OF INDEMNITY

The liability of the Company under this Sub-Section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the Schedule.

SPECIFIC EXCEPTIONS (applicable to Sub-Section B)

The Company shall not be liable under this Sub-Section in respect of:

1. any compensation or claim which falls within the scope of any Compulsory Motor Vehicle insurance enactment. This Exception shall apply notwithstanding that no other insurance under such enactment is in force or has been effected and regardless of whether the applicable legislative fund is unable to or incapable of providing compensation;
2. death of or injury to any person being carried in or upon or entering or getting into or alighting from a vehicle described in Vehicle Definition 2, 3, 4 or 5 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 1 500 kg (one thousand five hundred kilograms));
3. 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 Exception shall not apply to forklift trucks;
4. if it is required that the driver of the insured vehicle effects a separate third party liability insurance specific to any other country concerned, then the Company will not indemnify the Insured for any legal liability incurred through the use or possession of the insured vehicle whilst in the country concerned outside the borders of South Africa.

SUB-SECTION C – MEDICAL EXPENSES

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, the Company will pay to the Insured the medical expenses incurred as a result of such injury up to R10 000 (ten thousand rand) per injured occupant any one occurrence, but not exceeding R20 000 (twenty thousand rand) in total for all occupants injured as a result of any event arising from a single occurrence or a series of occurrences.

The amount payable under this Sub-Section shall be reduced by any amount recoverable under any workmen's compensation enactment or similar legislation or under any medical expenses scheme or medical insurance.

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

Defined vehicle but only if it is insured in terms of Sub-Section A of this Section	Specified part of vehicle in which the injury must occur
Any private-type motor car or motorised caravan	Anywhere inside the vehicle
Any other type of insured vehicle other than a bus or taxi	The permanently enclosed passenger-carrying compartment

This benefit applies regardless of whether the applicable legislative fund is unable to or incapable of providing compensation.

DEFINITIONS

Accessories and spare parts (non-standard)	Any accessory or part not supplied by the manufacturer as a standard fitment and fitted as an aftermarket fitment (optional extras).
Occurrence	The term 'occurrence' shall mean an occurrence or series of occurrences arising from one cause in connection with any one vehicle in respect of which indemnity is provided by this insurance.

Vehicle	Definition 1 Private type motor cars (including any station wagon, 4x4 or 4x2 station wagon), safari van, estate car or similar vehicle designed to seat not more than 12 (twelve) persons (including the driver) but excluding taxi's.
	Definition 2 Commercial vehicles and special type vehicles as described in the Schedule but excluding taxi's.
	Definition 3 Motorcycles (including motor scooters, three-wheeled vehicles and quad bikes) and golf carts.
	Definition 4 Buses (including any vehicle used for business purposes and designed to seat more than 12 (twelve) persons, including the driver) but excluding taxi's.
	Definition 5 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.
	Definition 6 6.1 any such vehicle being owned by or hired or leased to the Insured; 6.2 including any such vehicle temporarily operated by the Insured as replacement for any vehicle specified which is out of use for the purpose of overhaul, upkeep and/or repair; PROVIDED THAT: - the maximum period a rental or temporary vehicle shall be used shall not exceed 30 (thirty) consecutive days; - the maximum liability of the Company shall not exceed the reasonable retail value of the replacement vehicle or the limit of indemnity of the replaced vehicle as stated in the Schedule, whichever is the lesser.
Description of use	Use for social, domestic and pleasure purposes and use for the business or occupation of the Insured; but excluding: - hiring; - carriage of passengers for hire or carriage of fare paying passengers; - racing, speed or other contests, rallies, trials; - carriage of explosives; - carriage of any load or passengers exceeding the capacity for which the vehicle is constructed or licensed to carry; - use for any purpose in connection with the motor trade; - used for other than what the vehicle was constructed or licenced to be used for. The indemnity to the Insured 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 but excluding if the vehicle is in possession or on commission or else for the purpose of retail or similar.

CLAUSES AND EXTENSIONS

Automatic additions

The Company will insure any additional vehicle purchased, leased or hired for up to:

1. R300 000 (three hundred thousand rand); or
2. the vehicle's retail value; or
3. the purchase price of the vehicle;

whichever is the lesser;

PROVIDED THAT:

the Insured:

1. notifies the Company in writing within 14 (fourteen) working days of the date of the purchase, lease, hire or sale of the vehicle;
2. pays any additional premium as requested by the Company; and
3. shall be responsible for the standard first amounts payable applicable to vehicles of the same type.

Cross liabilities

Where more than one Insured is named in the Schedule, the Company 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:

the aggregate liability of the Company shall not exceed the limit of indemnity stated in the Schedule.

Emergency Accommodation

Accommodation for the Insured and/or spouse as well as any passenger travelling with the Insured in respect of an emergency as a result of:

1. loss or damage to the vehicle; or
2. mechanical, electronic or electrical breakdown of the vehicle;

PROVIDED THAT:

the Company's liability shall not exceed:

1. R500 (five hundred rand) per person; or
2. R2 500 (two thousand five hundred rand) in the aggregate any one occurrence; or
3. R5 000 (five thousand rand) in the aggregate any period of insurance. This Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).

Loss of fuel

The Company will pay for loss of fuel from the fuel tank of the vehicle stated in the Schedule as a result of:

1. a collision involving the vehicle; or
2. theft/hijacking of the vehicle or any attempt thereat accompanied by violence or threat of violence;

PROVIDED THAT:

1. the Insured shall provide proof of the quantity of fuel contained in the vehicle's fuel tank at the time of the loss;
2. the Company's liability shall not exceed R1 000 (one thousand rand) any one occurrence; and
3. the Insured shall be responsible for the first R250 (two hundred and fifty rand).

The Insured shall pay in addition all other first amounts payable in terms of the original claim.

Loss of locks, keys, central locking devices and remotes

The Company will indemnify the Insured in respect of the cost of replacing locks, keys, central locking devices and remotes 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 the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller;

PROVIDED THAT:

1. the Company's liability shall not exceed R15 000 (fifteen thousand rand) per event; and
2. the Insured shall be responsible for the first 10% (ten percent) of the claim with a minimum of R1 250 (one thousand two hundred and fifty rand) each and every claim.

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

New for old

If the insured vehicle is:

1. lost or stolen and not recovered within a reasonable time; or
2. damaged so that repair costs will be more than 60% (sixty percent) of its list price, including VAT, at the date the damage occurred;

the Company will pay the Insured the current purchase price or the cost price of such vehicle, whichever is the lesser, but not exceeding the limit of indemnity stated in the Schedule;

PROVIDED THAT:

1. this Extension only applies to private type motor cars, 4x4 and 4x2 vehicles, light commercial vehicles up to a GVM of 3 500kg (three thousand five hundred kilograms) and game viewing vehicles (as defined);
2. points 1 or 2 above occur within 12 (twelve) months after the first registration of the vehicle;
3. the vehicle has not been driven for more than 40 000 km (forty thousand kilometres);
4. the Insured will be responsible for the standard first amount payable as stated in the Schedule.

Parking facilities and movement of third-party vehicles

This Section extends to indemnify the Insured 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 the Insured) by any person in the employment of the Insured or acting on the Insured's behalf;

PROVIDED THAT:

1. this Extension shall not apply in respect of damage to vehicles which are parked for reward;
2. the Company's liability shall not exceed R2 500 000 (two million five hundred thousand rand) per event.

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

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

Passenger liability

Specific Exception 2 to Sub-Section B shall not apply to vehicles described in definitions 2, 3 or 4;

PROVIDED THAT:

1. this Extension does not apply to special type vehicle, quad bikes or golf carts;
2. the limit of indemnity for any one occurrence shall not exceed R2 500 000 (two and a half million rand).

Principals

Notwithstanding Specific Exception 2 of this Section, the indemnity under Sub-Section B extends to indemnify to the extent required by the general conditions of contract published by the Joint Building Contracts Committee, the South African Association of Consulting Engineers, the South African Institution of Civil Engineers and in connection with any liability arising from the performance of such contract, any principal named in such contract entered into by the Insured for the purposes of the business;

PROVIDED THAT:

the liability of the Company shall not exceed the limit of indemnity stated in the Schedule.

Removal and protection costs following mechanical breakdown

In the event of mechanical, electronic or electrical breakdown of a comprehensively insured vehicle stated in the Schedule, the Company will pay for the cost of removal and protection of the vehicle;

PROVIDED THAT:

this Extension is limited to:

1. R3 500 (three thousand five hundred rand) per event for private type motor cars and light commercial vehicles up to a GVM of 3 500kg (as defined);
2. R5 000 (five thousand rand) per event for commercial vehicles (as defined), any 4x4 or 4x2 vehicles and game viewing vehicles;
3. only one occurrence in any 12 (twelve) consecutive months of insurance.

Repatriation of vehicles used outside the territorial scope

If an insured vehicle is lost or damaged within the territorial scope of this Policy but outside the Republic of South Africa, the following conditions shall apply without exception:

1. if the insured vehicle is lost or damaged the Company will pay for costs incurred:
 - 1.1 occupants:**
in repatriating up to 4 (four) occupants back to the place of residence within the Republic of South Africa subject to a maximum amount of R10 000 (ten thousand rand) per event;
 - 1.2 vehicle transport cost:**
for the costs and expenses of transporting the vehicle to the nearest border post in the Republic of South Africa or as agreed with the Company subject to a maximum of R5 000 (five thousand rand) per event;
 - 1.3 temporary repairs:**
or the costs of any temporary repairs undertaken by a repairer situated outside the Republic of South Africa subject to a maximum of R5 000 (five thousand rand);

PROVIDED THAT:

the Insured shall provide the Company with all relevant and supporting documentation relevant to the costs incurred on request. This Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).

Roadworthiness/compliance

The Insured must maintain the insured vehicle in an efficient and roadworthy condition in compliance with the National Road Traffic Act 93 of 1996 (as amended or substituted) and the Regulations promulgated thereunder, or any similar legislation which applies to the Territorial Limits.

Spare parts

In the event of any part being unprocurable as a standard (ready-manufactured) article within the Republic of South Africa, the liability of the Company shall be discharged by the payment of an amount equal to the value of such part at the time of loss but not exceeding the manufacturer's latest price list operative in the Republic of South Africa and the reasonable cost of freight, other than by air, and current labour charge applicable thereto.

Tracking device

If the tracking device fitted to the vehicle is unrecoverable or damaged beyond repair, the Company will pay the reasonable replacement value of such device up to R1 500 (one thousand five hundred rand) per event.

Vehicle replacement

The Company shall instead of a monetary payment and subject to the consent of the Insured and/or of any other interested party known to the Company replace the said motor vehicle with a new motor vehicle of the same type and model (subject to the availability thereof) if within 12 (twelve) months after the first registration of the vehicle and subject to it not having been driven for more than 30 000 km (thirty thousand kilometres);

PROVIDED THAT:

1. the loss of the vehicle is as a result of theft and if the said vehicle cannot be traced within a reasonable period after the theft thereof has been reported to the Company; or
2. the vehicle is damaged to the extent that the cost of repairs exceeds 70% (seventy percent) of its list price plus taxes when new;

PROVIDED FURTHER THAT:

1. the basis of indemnity will be the current cost of a new motor vehicle of the same or similar model subject to a limit of 120% (one hundred and twenty percent) of the maximum indemnity as stated in the Schedule, less any first amounts payable;
2. in the event of a vehicle being replaced under the circumstances as described in Provisions 1 and 2 above, the Company shall be entitled to the possession and ownership of the lost or damaged vehicle. This Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).

Vehicle sharing

The acceptance of payment for giving lifts to passengers in private-type motorcars (as defined) and in the passenger-carrying compartment of light delivery vehicles (LDV's) with a gross vehicle mass not exceeding 3 500 kg (three thousand five hundred kilograms) 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:

1. the passengers are not being carried in the course of a passenger-carrying business;
2. the total payments received for such journeys do not involve any element of profit.

War

In respect of Sub-Section 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."

Waiver of subrogation rights

For the purposes of this Section, the Company waives 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, fulfill and be subject to the Terms, Exceptions and Conditions (both General and Specific) of this insurance in so far as they can apply.

Windscreen/Glass

The Company will pay for the cost to repair or replace for damage to windscreen glass, side or rear glass, head or tail lamps, or fitted spotlights forming part of any vehicle as stated in the Schedule;

PROVIDED THAT:

1. no other damage has been caused to the vehicle giving rise to a claim under the Policy;
2. the Insured shall be responsible for the first amount payable (applicable to glass) stated in the Schedule for each and every loss.

Wreckage removal

The cover provided under Sub-Section A of this Section is extended to include costs and expenses incurred by the Insured 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, the Company's liability under this Extension shall not exceed R10 000 (ten thousand rand) in respect of any one occurrence.

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)**Contingent liability**

The indemnity under Sub-Section B includes claims made against:

1. the Insured 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 the Insured, while being used by any partner or director or employee of the Insured (hereinafter in this Extension referred to as 'such person');
2. 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 the Insured or leased or hired by either of them, but only in so far as such person has not been refused any motor insurance or continuance thereof by any Insurer;

PROVIDED THAT:

1. Exception 2 under Sub-section B is deleted;
2. the Company shall not be liable for loss of or damage to any motor vehicle being used for the purposes and in the manner described in 1. and 2. above;
3. the payment by the Insured of subsidies or travelling allowances to such person for the use of his own vehicle for official purposes of the Insured, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this Extension;
4. if, at the time of the occurrence of any accident giving rise to a claim under this Extension, the Insured or such person is entitled to indemnity under any other policy in respect of the same occurrence, the Company shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy;
5. the Terms, Exceptions and Conditions of the Policy shall otherwise apply;
6. the Company's liability shall not exceed the limit stated in the Schedule for each and every occurrence.

Credit shortfall

If any total loss settlement under Sub-Section A is less than the amount owing to the financier under a current installment sale or lease agreement, the Company will pay to the Insured an additional amount equal to the shortfall less:

1. any arrears installments or rentals including interest payable on such arrears;
2. all refunds of premium for cancellation of any insurance cover relating to the motor vehicle;
3. the increased installments 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;
4. the first amount payable under Sub-Section A;

PROVIDED THAT:

1. the amounts payable shall not exceed the maximum indemnity less the first amount payable under Sub-Section A;
2. this endorsement shall not apply to an agreement whereby the amount of any single installment other than the final residual amount after the initial payment differs by more than 10% (ten percent) from any other installment;
3. if such shortfall is as a result of a re-advance under an installment sale or refinancing in terms of a lease the insurance by this Extension shall be void;
4. the amount payable under this Extension shall not exceed the amount stated in the Schedule subject to the Terms, Provisions and Conditions of this Extension.

Deposit protector

The Company will pay an amount of 10% (ten percent) of the vehicle value stated in the Schedule if they regard the insured vehicle as being:

1. uneconomical to repair and declare the vehicle to be a write-off or a total loss; or
2. if the insured vehicle is stolen or hijacked and not recovered by the claim settlement date;

PROVIDED THAT:

1. the amount payable shall not exceed R100 000 (one hundred thousand rand) per event;
2. compensation under this Extension will only become payable once the underlying claim has been settled in full.

Motor accident benefit to employees

Following fatal injury to an occupant in any insured vehicle, in direct connection with such vehicle, the Company will pay a benefit of R75 000 (seventy five thousand rand), per occupant, to the estate of the deceased;

PROVIDED THAT:

1. such occupant is also a full time employee of the Insured or on contract as a tour guide and/or driver;
2. such occupant is not entitled to any other compensation in terms of this Policy or the Compensation for Occupational Injuries and Diseases Act;
3. death ensues within 3 (three) months of such injury;
4. medical expenses shall be limited to R10 000 (ten thousand rand) per incident;
5. cover is limited to a maximum of 3 (three) persons per incident.

Retail value plus

If the vehicle described in the Policy Schedule, covered under Sub-Section A, is stolen, hijacked or damaged beyond economical repair and for which the Company accepted liability to compensate for, the Company will pay the Reasonable retail value (as per the Defined Events) at the time of loss, plus the additional percentage selected plus any specified accessories as stated in the Policy Schedule;

PROVIDED THAT:

1. The Company's liability shall not exceed:
 - 1.1 the maximum indemnity stated in the Policy Schedule against such vehicle; or
 - 1.2 the Reasonable retail value (as per the Defined Events) as at the time of loss PLUS the additional percentage selected PLUS any specified accessories, as stated in the Policy Schedule;less the first amount payable under Sub-Section A, whichever is the lesser;
2. the Insured shall provide the Company with written proof, obtained from a motor dealer, accredited professional valuator or registered motor club, confirming the value of the vehicle as at the time of loss;
3. this Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand kilograms).

Riot and strike

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:

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:

1. loss or damage occurring in the Republic of South Africa and Namibia;
2. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
5. loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 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 the Company can demonstrate that, by reason of Provision 1, 2, 3, 4 or 5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

Unauthorised passenger's personal injury liability

The indemnity under Sub-Section B, notwithstanding Exception 2. thereto, extends to cover the Insured's 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 the Insured's instructions to their driver not to carry passengers. The limit of indemnity for any one occurrence shall not exceed the amount stated in the Schedule.

Vehicle hire

If a comprehensively insured vehicle is stolen, hijacked or damaged and for which the Company accepted liability to compensate for, the Company will at their discretion pay to the Insured the equivalent rental cost of a replacement vehicle or arrange for a replacement vehicle;

PROVIDED THAT:

1. Cost and capacity of vehicle rented:
 - 1.1 the daily rental cost shall not exceed the amount stated in the Schedule;
 - 1.2 the engine capacity of the hired vehicle shall not exceed 2 000 cc (two thousand cubic centimetres);
 - 1.3 the carrying capacity of the hired vehicle shall not exceed 3 500 kg (three thousand five hundred kilograms);
 - 1.4 all delivery and/or collection costs;
 - 1.5 administration costs chargeable by the vehicle hire Company;subject to a maximum of R1 500 (one thousand five hundred rand) for each and every event in terms of 1.4 and 1.5 above.
2. Excluded costs (costs the Company shall not be liable to pay):
 - 2.1 any deposits payable;
 - 2.2 fuel used during the rental period;
 - 2.3 parking fees, speeding fines or fines, toll or e-toll costs;
 - 2.4 excesses payable to the rental company.

3. The rental period:

3.1 starts on the day the Company admits liability in terms of the original claim and agrees to the rental;

3.2 the rental period shall cease at the time when:

3.2.1 the vehicle is recovered upon theft (and repaired if necessary) and returned to the owner;

3.2.2 the vehicle is repaired after being damaged and returned to the owner;

3.2.3 the Company has discharged liability in respect of the loss suffered;

3.2.4 after 30 (thirty); 45 (forty five) or 60 (sixty) consecutive days (as stated in the policy schedule),

whichever occurs first.

4. this Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).

Waiver of basic compulsory first amount payable

The Basic Compulsory First Amount Payable as stated in the Schedule is hereby cancelled;

PROVIDED THAT:

1. this Extension applies to the Insured and their designated driver who is older than 25 (twenty five) years of age and has held a valid driver's licence for more than 5 (five) years and which is unendorsed;
2. this Extension shall not apply to windscreen claims and if the loss or damage is as a result of theft or hi-jacking of the vehicle.
3. this Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).

OPTIONAL LIMITATION OF COVER (if stated in the Schedule to be applicable)

Third party only limitation

The following are cancelled:

1. Sub-Section A;
2. Sub-Section C.

Third party, fire and theft only limitation

The liability of the Company under Sub-Section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion or theft/hi-jack. Furthermore, Sub-Section C is cancelled.

SPECIFIC EXCEPTIONS (applicable to all Sub-Sections)

1. The Company shall not be liable for any accident, injury, loss, damage or liability:

1.1 whilst the vehicle is being used with the general knowledge and consent of the Insured otherwise than in accordance with the description of use clause;

1.2 incurred:

1.2.1 outside the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi and Mozambique;

PROVIDED THAT:

the Company will not be liable for any accident, injury, loss, damage or liability if the country entered into provides cover on entry;

1.2.2 but the Company will indemnify the Insured 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;

- 1.3 arising from the ownership, possession or use of vehicles:
 - 1.3.1 used principally for the transportation of explosives such as nitroglycerine, dynamite or any other substance generally classified as a highly explosive substance or for the transport of hazardous chemicals;
 - 1.3.2 in the underground workings of any mine or on the apron or runway at any airport;
- 1.4 incurred while any vehicle is being driven by:
 - 1.4.1 the Insured:
 - 1.4.1.1 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/herself); or
 - 1.4.1.2 while the blood alcohol percentage of the Insured exceeds the statutory limit at the time of the occurrence; or
 - 1.4.1.3 while not holding a valid driver's licence to drive such vehicle;
 - 1.4.2 any other person with the general consent of the Insured who, to the Insured's knowledge;
 - 1.4.2.1 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/herself); or
 - 1.4.2.2 while the blood alcohol percentage of such person exceeds the statutory limit at the time of the occurrence; or
 - 1.4.2.3 who does not hold a valid driver's licence to drive such vehicle, but this shall not apply if the Insured was unaware that the driver was unlicensed and the Insured can prove to the satisfaction of the Company that, in the normal course of his business, procedures are in operation to ensure that only drivers with valid licences are permitted to drive insured vehicles;
 - 1.4.3 or is under control for the purpose of being driven by a person who does not hold a current valid Professional Driving Permit (PDP) to drive such a vehicle as required in terms of the National Road Traffic Amendment Act of 1998 as amended. This Exception applies if the said person has held a PDP but has not renewed it and is applicable to all drivers of:
 - 1.4.3.1 goods vehicles with a gross vehicle mass (GVM) exceeding 3 500 kg (three thousand five hundred kilograms);
 - 1.4.3.2 breakdown vehicles;
 - 1.4.3.3 buses;
 - 1.4.3.4 mini-buses with a GMV exceeding 3 500 kg (three thousand five hundred kilograms) or with 12 (twelve) or more seats (including the driver);
 - 1.4.3.5 motor vehicles conveying persons for reward;
 - 1.4.3.6 motor vehicles conveying more than 12 (twelve) persons;

but this shall not apply if the Insured was unaware that the driver was unlicensed and the Insured can prove to the satisfaction of the Company that, in the normal course of 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 1.2.1 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.

It is understood that for the purpose of Specific Exception 1, if the Insured is a company or close corporation, the term Insured shall include any director or senior manager of such company or close corporation.

2. The Company shall not be liable for any claim arising from contractual liability, unless such liability would have attached to the Insured notwithstanding such contractual agreement.

SPECIFIC CONDITION

Driver's licence

A valid driver's licence is a licence that has not been cancelled, suspended or revoked.

If, during the currency of this Section, any driver's licence in favour of the Insured or their authorised driver is endorsed, suspended, cancelled or revoked, or if the Insured or their authorised driver is charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the Company immediately upon the Insured having knowledge of such fact.

Vehicle security/immobiliser

1. If the Company specifies that a particular type of security system must be installed in any insured vehicle stated in the Schedule of this Section, for the Insured to qualify for theft cover in terms of this Policy or if the Insured receives a security discount on any Insured vehicle stated in the Schedule of this Section, the onus rests upon the Insured, in the event of theft of any such insured vehicle, to prove that the security system was installed, engaged and fully operational.
2. The Insured shall ensure that the service agreement with and/or recommendations made by the manufacturers and/or installers of any such security system are adhered to at all times. This includes regular self-testing or testing otherwise.
3. The Company shall not be liable in respect of any loss or damage arising from theft of such vehicle if the Insured:
 - 3.1 fails to install any required security device or to engage and/or activate it prior to the theft of the vehicle;
 - 3.2 cancels the service agreement;
 - 3.3 fails to pay any subscription due in terms of such agreement.

In the event that the Company specifies that any tracking device must be installed in an insured vehicle, the Insured must make sure that the insured vehicle is linked up to the tracking services at all times and that the insured vehicle's tracking unit is operational and armed at all times.

MOTOR FLEET

SUB-SECTION A – LOSS OR DAMAGE

DEFINED EVENTS

1. Loss of or damage:

to any vehicle as disclosed to the Company, including its accessories and spare parts whilst therein or thereon.

2. Additional costs

In addition, event the Company will pay for:

2.1 protection and removal:

the cost of protection and removal to the nearest repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;

2.2 storage:

the cost of storage at the nearest yard, place of safety or repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;

2.3 delivery after repair:

the cost of delivery to the Insured, after repair of such loss or damage, to the permanent address of the Insured in the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi or Mozambique;

2.4 emergency repairs:

the Insured may give instructions for emergency repairs to be executed without the previous consent of the Company;

PROVIDED THAT:

a detailed estimate is first obtained and forwarded to the Company;

PROVIDED THAT:

the Company shall not be responsible to pay more than R40 000 (forty thousand rand) in the aggregate any event per vehicle in respect of 2.1, 2.2, 2.3 and 2.4 above.

3. Limit of indemnity

The limit of indemnity for each type of vehicle is as stated in the Schedule and shall be the maximum amount payable by the Company.

4. Repair, reinstate or replace

4.1 The Company may, at its own option and discretion, repair, reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts therein or thereon or may pay in cash the amount of the loss or damage not exceeding the amount stated in the Schedule and/or the reasonable retail value, whichever is the lesser.

4.2 If the Company replaces or reinstates such vehicle the Company shall have the option to take ownership of the vehicle.

5. Reasonable retail value

The reasonable retail value of the vehicle and its accessories and spare parts therein or thereon at the time of such loss or damage shall be determined by the current Auto Dealers Guide or Commercial Vehicle Guide.

PROVISIONS

1. Suspensive sale

If, to the knowledge of the Company, the vehicle is subject to a suspensive sale or similar agreement, such payment shall be made to the owner described therein whose receipt shall be in full and final discharge to the Company in respect of such loss or damage.

2. First amount payable

In respect of each and every occurrence giving rise to a claim under Sub-Section A, the Insured 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 Sub-Section A (including any payment in respect of costs, expenses and fees), and of any expenditure by the Company in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the Company shall include any first amount payable for which the Insured is responsible, such amount shall be paid by the Insured to the Company.

3. Fire, lightning and explosion

The first amount payable shall not be applicable to loss or damage as a result of fire, lightning or explosion.

4. Sound equipment

In respect of each and every occurrence giving rise to a claim following upon theft or attempted theft of motor radios, cassette players and any other equipment of a similar nature or telephones:

4.1 if supplied by the manufacturer when new

the replacement value of the item subject to the standard Compulsory First Amount Payable stated in the Schedule;

4.2 not supplied by the manufacturer when new (after-market installation)

not specified as a separate item in the Schedule, limited to R3 500 (three thousand five hundred rand) subject to a first amount payable of R500 (five hundred rand) each and every claim;

4.3 specified in the Schedule

the amount stated in the Schedule and reduced by the first amount payable stated in the Schedule.

SPECIFIC EXCEPTIONS (applicable to Sub-Section A)

The Company shall not be liable to pay for any:

1. consequential loss as a result of any other cause whatsoever;
2. money paid towards the upgrade of or extension of a maintenance plan or similar expense;
3. depreciation in value whether arising from repairs following a Defined Event or otherwise;
4. wear and tear;
5. mechanical, electronic or electrical breakdown, failure or breakage;
6. damage to tyres:
 - 6.1 by application of brakes; or
 - 6.2 by road punctures, cuts or bursts; or
 - 6.3 as a result of inequalities of the road or other surface or to impact with such inequalities;

UNLESS:

damage to tyres is accompanied by damage to other parts of the vehicle;

7. damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities;

8. damage to the insured vehicle caused by or attributable to the un-roadworthy condition of the vehicle;
9. loss, damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by Customs, Police Services, Crime Prevention Units or any lawfully constituted 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 the Insured and/or any passenger becomes legally liable to pay all sums including claimant's costs and expenses in respect of:

1. death of or bodily injury to any person, excluding death of or bodily injury to any person in the employ of the Insured, arising from and in the course of such employment, or being a member of the same household or family as the Insured;
2. damage to property, other than property belonging to the Insured or held in trust by or in the custody or control of the Insured or being conveyed by, loaded onto or unloaded from such vehicle.

The Company 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 the Company's liability under both this Extension and Sub-Section B shall not exceed the limit of liability stated in the Schedule;

2. indemnify any person who is driving or using such vehicle on the Insured's order or with the Insured's permission;

PROVIDED THAT:

1. such person shall, as though he/she were the Insured, observe, fulfil and be subject to the Terms, Exceptions and Conditions of this insurance in so far as they can apply;
 2. such person driving such vehicle has not to the Insured's knowledge been refused any motor insurance or continuance thereof by any insurer;
 3. indemnity shall not apply in respect of claims made by any member of the same household or family as such person;
 4. such person is not entitled to indemnity under any other Policy except in respect of any amount not recoverable thereunder;
3. indemnify the Insured while personally driving or using any private type motor car not belonging to the Insured and not leased or hired to the Insured under a lease or suspensive sale agreement, provided the Insured is an individual and has insured hereunder a vehicle described under Vehicle Definition 1 or 2;

PROVIDED THAT:

the Company shall not be liable for damage to the vehicle being driven or used;

4. indemnify the Insured 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 THAT:

the Company shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon.

LIMITS OF INDEMNITY

The liability of the Company under this Sub-Section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the Schedule.

SPECIFIC EXCEPTIONS (applicable to Sub-Section B)

The Company shall not be liable under this Sub-Section in respect of:

1. any compensation or claim which falls within the scope of any Compulsory Motor Vehicle Insurance enactment. This Exception shall apply notwithstanding that no other insurance under such enactment is in force or has been effected and regardless of whether the applicable legislative fund is unable to or incapable of providing compensation;
2. death of or injury to any person being carried in or upon or entering or getting into or alighting from a vehicle described in Vehicle Definition 2, 3, 4 or 5 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 1 500 kg (one thousand five hundred kilograms));
3. 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 Exception shall not apply to forklift trucks;
4. if it is recommended or required that the driver of the insured vehicle effects separate third party liability insurance specific to the country concerned, then the Company will not indemnify the Insured for any legal liability incurred through the use or possession of the insured vehicle whilst in the country concerned outside the borders of South Africa.

SUB-SECTION C – MEDICAL EXPENSES

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, the Company will pay to the Insured the medical expenses incurred as a result of such injury up to R10 000 (ten thousand rand) per injured occupant and 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 or under any medical expenses scheme or medical insurance.

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

Defined vehicle but only if it is insured in terms of Sub-Section A of this Section	Specified part of vehicle in which the injury must occur
Any private-type motor car or motorised caravan	Anywhere inside the vehicle
Any other type of insured vehicle other than a bus or taxi	The permanently enclosed passenger-carrying compartment

This benefit applies regardless of whether the applicable legislative fund is unable to or incapable of providing compensation.

DEFINITIONS

Accessories and spare parts (non-standard)	Any accessory or part not supplied by the manufacturer as a standard fitment and fitted as an aftermarket fitment (optional extras)
Occurrence	The term 'occurrence' shall mean an occurrence or series of occurrences arising from one cause in connection with any one vehicle in respect of which indemnity is provided by this insurance

Vehicle	Definition 1 Private type motor cars (including any station wagon, 4x4 or 4x2 station wagon), safari van, estate car or similar vehicle designed to seat not more than 12 (twelve) persons (including the driver) but excluding taxi's
	Definition 2 Commercial vehicles and special type vehicles as described in the Schedule but excluding taxi's
	Definition 3 Motorcycles (including motor scooters, three-wheeled vehicles and quad bikes) and golf carts
	Definition 4 Buses (including any vehicle used for business purposes and designed to seat more than 12 (twelve) persons, including the driver) but excluding taxi's
	Definition 5 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
	Definition 6 6.1 any such vehicle being owned by or hired or leased to the Insured; 6.2 including any such vehicle temporarily operated by the Insured as replacement for any vehicle specified which is out of use for the purpose of overhaul, upkeep and/or repair; PROVIDED THAT: 1. the maximum period a rental or temporary vehicle shall be used shall not exceed 30 (thirty), 45 (forty five) or 60 (sixty) consecutive days (as stated in the Policy Schedule); 2. the maximum liability of the Company shall not exceed the reasonable retail value of the replacement vehicle or the limit of indemnity of the replaced vehicle as stated in the Schedule, whichever is the lesser.
Description of use	Use for social, domestic and pleasure purposes and use for the business or occupation of the Insured; but excluding: 1. hiring; 2. carriage of passengers for hire or carriage of fare paying passengers; 3. racing, speed or other contests, rallies, trials; 4. carriage of explosives; 5. carriage of any load or passengers exceeding the capacity for which the vehicle is constructed or licensed to carry; 6. use for any purpose in connection with the motor trade; 7. used for other than what the vehicle was constructed or licenced to be used for. The indemnity to the Insured 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 but excluding if the vehicle is in possession or on commission or else for the purpose of retail or similar.

CLAUSES AND EXTENSIONS

Cross liabilities

Where more than one Insured is named in the Schedule, the Company 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;

PROVIDED THAT:

the aggregate liability of the Company shall not exceed the limit of indemnity stated in the Schedule.

Emergency Accommodation

Accommodation for the Insured and/or spouse as well as any passenger whom is travelling with the Insured in respect of an emergency as a result of:

1. loss or damage to the vehicle; or
2. mechanical, electronic or electrical breakdown of the vehicle;

the Company will pay up to R500 (five hundred rand) per person or R2 500 (two thousand five hundred rand) in the aggregate any one occurrence or R5 000 (five thousand rand) in the aggregate and any period of insurance. This Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).

Loss of fuel

The Company will pay for loss of fuel from the fuel tank of the vehicle stated in the Schedule as a result of:

1. a collision involving the vehicle; or
2. theft/hijacking of the vehicle or any attempt thereat accompanied by violence or threat of violence;

PROVIDED THAT:

1. the Insured shall provide proof of the quantity of fuel contained in the vehicle's fuel tank at the time of loss;
2. the Company's liability shall not exceed R1 000 (one thousand rand) any one occurrence; and
3. the Insured shall be responsible for the first R250 (two hundred and fifty rand).

The Insured shall pay in addition all other first amounts payable in terms of the original claim.

Loss of locks, keys, central locking devices and remotes

The Company will indemnify the Insured in respect of the cost of replacing locks, keys, central locking devices and remotes 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 the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller;

PROVIDED THAT:

1. the Company's liability shall not exceed R15 000 (fifteen thousand rand) in respect of any one event; and
2. the Insured shall be responsible for the first 10% (ten percent) of the claim with a minimum of R1 250 (one thousand two hundred and fifty rand) each and every claim. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

Parking facilities and movement of third-party vehicles

This Section extends to indemnify the Insured 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 the Insured) by any person in the employment of the Insured or acting on the Insured's behalf;

PROVIDED THAT:

1. this Extension shall not apply in respect of damage to vehicles which are parked for reward;
2. this Company's liability shall not exceed R2 500 000 (two million five hundred thousand rand) any one event. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

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

Premium adjustment

The Insured shall submit to the Company at the end of each period of insurance a declaration of the total number of vehicles owned, hired or leased at such expiry date. The Company shall, upon receipt of this declaration, make a premium adjustment of 50% (fifty percent) of the annual rate per vehicle applied to the difference in the number of vehicles at inception or renewal and the number declared.

Principals

Notwithstanding Specific Exception 2 of this Section, the indemnity under Sub-Section B extends to indemnify to the extent required by the general conditions of contract published by the Joint Building Contracts Committee, the South African Association of Consulting Engineers, the South African Institution of Civil Engineers and in connection with any liability arising from the performance of such contract, any principal named in such contract entered into by the Insured for the purposes of the business;

PROVIDED THAT:

the liability of the Company shall not exceed the limit of indemnity stated in the Schedule.

Repatriation of vehicles used outside the territorial scope

If an insured vehicle is lost or damaged within the territorial scope of this Policy but outside the territorial scope of the Republic of South Africa, the following conditions shall apply without exception:

1. if the insured vehicle is lost or damaged the Company will pay for costs incurred:

- 1.1 **occupants:**

in repatriating up to 4 (four) occupants back to the place of residence within the Republic of South Africa subject to a maximum amount of R10 000 (ten thousand rand) per event;

- 1.2 **vehicle transport cost:**

for the costs and expenses of transporting the vehicle to the nearest border post in the Republic of South Africa, or as agreed with the Company, subject to a maximum of R5 000 (five thousand rand) per event;

- 1.3 **temporary repairs:**

or the costs of any temporary repairs undertaken by a repairer situated outside the Republic of South Africa subject to a maximum of R5 000 (five thousand rand) per event;

PROVIDED THAT:

the Insured shall provide the Company with all relevant and supporting documentation relevant to the costs incurred on request. This Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).

Roadworthiness/compliance

The Insured must maintain the insured vehicle in an efficient and roadworthy condition in compliance with the National Road Traffic Act 93 of 1996 (as amended or substituted) and the Regulations promulgated thereunder, or any similar legislation which applies to the Territorial Limits.

Tracking device

If the tracking device fitted to the vehicle is unrecoverable or damaged beyond repair, the Company will pay the reasonable replacement value of such device up to R1 500 (one thousand five hundred rand).

Unauthorised use by employees

The Company will indemnify the Insured in the terms of and subject to the limitations of this Sub-Section A and Sub-Section B in the event of any accident occurring while the vehicle is being used or driven by any person without the knowledge or consent of the Insured for any purpose not permitted under this Policy;

PROVIDED THAT:

the Insured shall take all reasonable precautions to ensure that all persons who may use or drive a vehicle are made aware of the permitted purposes of use as defined in the Policy.

Vehicle replacement

The Company shall, instead of a monetary payment and subject to the consent of the Insured and/or of any other interested party known to the Company, replace the said motor vehicle with a new motor vehicle of the same type and model (subject to the availability thereof) if within 12 (twelve) months after the first registration of the vehicle and subject to it not having been driven for more than 30 000 km (thirty thousand kilometres);

PROVIDED THAT:

1. the loss of the vehicle is as a result of theft and if the said vehicle cannot be traced within a reasonable period after the theft thereof has been reported to the Company; or
2. the vehicle is damaged to the extent that the cost of repairs exceeds 70% (seventy percent) of its list price plus taxes when new;

PROVIDED FURTHER THAT:

1. the basis of indemnity will be the current cost of a new motor vehicle of the same or similar model subject to a limit of 120% (one hundred and twenty percent) of the maximum indemnity as stated in the Schedule, less any first amounts payable;
2. in the event of a vehicle being replaced under the circumstances as described in Provisions 1. and 2. above, then the Company shall be entitled to the possession and ownership of the lost or damaged vehicle;
3. this Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500kg (three thousand five hundred kilograms).

Waiver of subrogation rights

For the purposes of this Section, the Company waives 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, fulfill and be subject to the Terms, Exceptions and Conditions (both general and specific) of this insurance in so far as they can apply.

War

In respect of Sub-Section 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."

Windscreen/Glass

The Company will pay for the cost to repair or replace for damage to windscreen glass, side or rear glass, head-, tail- or fitted spotlights forming part of any vehicle as disclosed to the Company;

PROVIDED THAT:

1. no other damage has been caused to the vehicle giving rise to a claim under the Policy;
2. the Insured shall be responsible for the first amount payable (applicable to glass) stated in the Schedule of each and every loss.

Wreckage removal

The cover provided under Sub-Section A of this Section is extended to include costs and expenses incurred by the Insured 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, the limit of the Company's liability under this Extension shall not exceed R10 000 (ten thousand rand), in respect of any one occurrence. Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

Contingent liability

The indemnity under Sub-Section B includes claims made against:

1. the Insured 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 the Insured, while being used by any partner or director or employee of the Insured (hereinafter in this Extension referred to as 'such person');
2. 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 such person or to the Insured or leased or hired by either of them, but only in so far as such person has not been refused any motor insurance or continuance thereof by any insurer;

PROVIDED THAT:

1. Exception 2 under Sub-section B is deleted;
2. the Company shall not be liable for loss of or damage to any motor vehicle being used for the purposes and in the manner described in 1. and 2. above;
3. the payment by the Insured of subsidies or travelling allowances to such person for the use of his/her own vehicle for official purposes of the Insured, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this Extension;
4. if, at the time of the occurrence of any accident giving rise to a claim under this Extension, the Insured or such person is entitled to indemnity under any other policy in respect of the same occurrence, the Company shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy;
5. the Terms, Exceptions and Conditions of the Policy shall otherwise apply;
6. the Company's liability shall not exceed the limit in the Schedule for each and every occurrence.

Credit shortfall

If any total loss settlement under Sub-Section A is less than the amount owing to the financier under a current installment sale or lease agreement, the Company will pay to the Insured an additional amount equal to the shortfall less:

1. any arrears installments or rentals including interest payable on such arrears;
2. all refunds of premium for cancellation of any insurance cover relating to the motor vehicle;
3. the increased installments 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;
4. the first amount payable under Sub-Section A;

PROVIDED THAT:

1. the amounts payable shall not exceed the maximum indemnity less the first amount payable under Sub-Section A;
2. this endorsement shall not apply to an agreement whereby the amount of any single installment other than the final residual amount after the initial payment differs by more than 10% (ten percent) from any other installment;
3. if such shortfall is as a result of a re-advance under an installment sale or refinancing in terms of a lease the insurance by this Extension shall be void;
4. the amount payable under this Extension shall not exceed the amount stated in the Schedule subject to the Terms, Provisions and Conditions of this Extension.

Loss of use

If a comprehensively insured vehicle is stolen, hijacked or damaged and for which the Company accepted liability to compensate for, the Company will pay to the Insured the equivalent rental cost of a replacement vehicle;

PROVIDED THAT:**1. Cost of the vehicle rented:**

- 1.1 the daily rental cost shall not exceed the amount stated in the Schedule;
- 1.2 all delivery and/or collection costs;
- 1.3 administration costs chargeable by the vehicle hire Company;

subject to a maximum of R1 500 (one thousand five hundred rand) for each and every event in terms of 1.2 and 1.3 above.

2. Excluded costs (costs the Company shall not be liable to pay):

- 2.1 any deposits payable;
- 2.2 fuel used during the rental period;
- 2.3 parking fees, speeding fines or fines, toll or e-toll costs;
- 2.4 excesses payable to the rental company.

3. The rental period:

- 3.1 starts on the day the Company admits liability in terms of the original claim and agrees to the rental;
 - 3.2 the rental period shall cease at the time when:
 - 3.2.1 the vehicle is recovered upon theft (and repaired if necessary) and returned to the owner;
 - 3.2.2 the vehicle is repaired after being damaged and returned to the owner;
 - 3.2.3 the Company has discharged liability in respect of the loss suffered;
 - 3.2.4 after 30 (thirty), 45 (forty five) or 60 (sixty) consecutive days (as stated in the Policy Schedule);
- whichever occurs first.

PROVIDED FURTHER THAT:

the rental costs will be borne by the Insured and the rental invoice submitted to the Company for reimbursement following the conclusion of the rental period as stated. This Extension is only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg (three thousand five hundred kilograms).

Riot and strike

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:

- 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:

- 1. loss or damage occurring in the Republic of South Africa and Namibia;
- 2. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- 3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- 4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 5. loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 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 the Company can demonstrate that, by reason of Provision 1, 2, 3, 4 or 5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

Unauthorised passenger's personal injury liability

The indemnity under Sub-Section B, notwithstanding Exception 2 thereto, extends to cover the Insured's 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 the Insured's instructions to their driver not to carry passengers. The limit of indemnity for any one occurrence shall not exceed the amount stated in the Schedule.

OPTIONAL LIMITATION OF COVER (if stated in the Schedule to be applicable)

Third party only limitation

The following are cancelled:

- 1. Sub-Section A;
- 2. Sub-Section C.

Third party, fire and theft only limitation

The liability of the Company under Sub-Section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion or theft/hi-jack. Furthermore, Sub-Section C is cancelled.

SPECIFIC EXCEPTIONS (applicable to all Sub-Sections)

1. The Company shall not be liable for any accident, injury, loss, damage or liability:
 - 1.1 whilst the vehicle is being used with the general knowledge and consent of the Insured otherwise than in accordance with the Description of Use Clause;
 - 1.2 incurred:
 - 1.2.1 outside the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini (formerly Swaziland), Zambia, Zimbabwe, Malawi and Mozambique;

PROVIDED THAT:

the Company will not be liable for any accident, injury, loss, damage or liability if the country entered into provides cover on entry;

 - 1.2.2 but the Company will indemnify the Insured 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;
- 1.3 arising from the ownership, possession or use of vehicles:
 - 1.3.1 used principally for the transportation of explosives such as nitroglycerine, dynamite or any other substance generally classified as a highly explosive substance or for the transport of hazardous chemicals;
 - 1.3.2 in the underground workings of any mine or on the apron or runway at any airport;
- 1.4 incurred while any vehicle is being driven by:
 - 1.4.1 the Insured:
 - 1.4.1.1 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/herself); or
 - 1.4.1.2 while the blood alcohol percentage of the Insured exceeds the statutory limit at the time of the occurrence; or
 - 1.4.1.3 while not holding a valid driver's licence to drive such vehicle;
 - 1.4.2 any other person with the general consent of the Insured who, to the Insured's knowledge:
 - 1.4.2.1 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/herself); or
 - 1.4.2.2 while the blood alcohol percentage of such person exceeds the statutory limit at the time of the occurrence; or
 - 1.4.2.3 who does not hold a valid driver's licence to drive such vehicle, but this shall not apply if the Insured was unaware that the driver did not hold a valid driver's licence and the Insured can prove to the satisfaction of the Company that, in the normal course of his business, procedures are in operation to ensure that only drivers with valid licences are permitted to drive insured vehicles;
 - 1.4.3 or is under control for the purpose of being driven by a person who does not hold a current valid Professional Driving Permit (PDP) to drive such a vehicle as required in terms of the National Road Traffic Amendment Act of 1998 as amended. This Exception applies if the said person has held a PDP but has not renewed it and is applicable to all drivers of:
 - 1.4.3.1 goods vehicles with a gross vehicle mass (GVM) exceeding 3 500kg (three thousand five hundred kilograms);

- 1.4.3.2 breakdown vehicles;
- 1.4.3.3 buses;
- 1.4.3.4 mini-buses with a GMV exceeding 3 500kg (three thousand five hundred kilograms) or with 12 (twelve) or more seats (including the driver);
- 1.4.3.5 motor vehicles conveying persons for reward;
- 1.4.3.6 motor vehicles conveying more than 12 (twelve) persons;

but this shall not apply if the Insured was unaware that the driver did not hold a valid driver's licence and the Insured can prove to the satisfaction of the Company that, in the normal course of business, procedures are in operation to ensure that only drivers with valid licences 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 1.2.1 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.

It is understood that for the purpose of Specific Exception 1, if the Insured is a company or close corporation, the term Insured shall include any director or senior manager of such company or close corporation.

2. The Company shall not be liable for any claim arising from contractual liability, unless such liability would have attached to the Insured notwithstanding such contractual agreement.

SPECIFIC CONDITION

Driver's licence

A valid driver's licence is a licence that has not been cancelled, suspended or revoked.

If, during the currency of this Section, any driver's licence in favour of the Insured or their authorised driver is endorsed, suspended, cancelled or revoked, or if the Insured or their authorised driver be charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the Company immediately upon the Insured having knowledge of such fact.

Vehicle security/immobiliser

1. If the Company specifies that a particular type of security system must be installed in any insured vehicle stated in the Schedule of this Section, for the Insured to qualify for theft cover in terms of this Policy or if the Insured receives a security discount on any insured vehicle stated in the Schedule of this Section, the onus rests upon the Insured, in the event of theft of any such insured vehicle, to prove that the security system was installed, engaged and fully operational.
2. The Insured shall ensure that the service agreement with and/or recommendations made by the manufacturers and/or installers of any such security system are adhered to at all times. This includes regular self-testing or testing otherwise.
3. The Company shall not be liable in respect of any loss or damage arising from such theft of such vehicle if the Insured:
 - 3.1 fails to install any required security device or to engage and/or activate it prior to the theft of the vehicle;
 - 3.2 cancels the service agreement;
 - 3.3 fails to pay any subscription due in terms of such agreement.

In the event that the Company specifies that any tracking device must be installed in an insured vehicle, the Insured must make sure that the insured vehicle is linked up to the tracking services at all times and that the insured vehicle's tracking unit is operational and armed at all times.

ELECTRONIC EQUIPMENT

SUB-SECTION A – MATERIAL DAMAGE

DEFINED EVENTS

1. Physical loss or damage:

to the property insured, described in the Schedule, from any cause not hereinafter excluded whilst:

- 1.1 at work or at rest anywhere within the insured premises as specified;
- 1.2 in transit including loading and unloading or whilst temporarily stored at any premises en route;
- 1.3 temporarily removed from the insured premises to any other location.

2. Losses as a result of lightning and power surge:

- 2.1 to property described in the Schedule:

PROVIDED THAT:

the property must be protected by any SANS (South African National Standard) approved surge arrestors installed on all data lines, power supplies, electronic distribution boards or individual equipment on the insured premises and installation must comply with all SANS requirements;

- 2.2 the Insured shall be responsible to pay an additional 10% (ten percent) of claim with a minimum of R500 (five hundred rand) if not complied with 2.1 above.

3. Losses as a result of remote blocking:

- 3.1 If the Insured can demonstrate through video surveillance footage (or any other conclusive proof) that an attempt was made to lock the vehicle using the vehicle remote but that the locking mechanism was blocked by thieves using an electronic device, such evidence will be deemed to satisfy the forcible and violent entry or exit requirement for any loss out of the cab or boot of the vehicle;

PROVIDED THAT:

- 1. cover shall only apply to property that is separately and individually specified in the Schedule;
- 2. the Insured shall be responsible to pay the first amount payable as stated in the Schedule.

- 3.2 Where the Insured maintains that the vehicle was locked but no evidence of forcible and violent entry or exit from the vehicle exists cover may be considered;

PROVIDED THAT:

- 1. the police case number is supplied to the Company;
- 2. cover shall only apply to property that is separately and individually specified in the Schedule;
- 3. after deduction of the first amounts payable in the Schedule, the liability of the Company is further restricted to the lesser of the sum insured shown on the Schedule or R25 000 (twenty five thousand rand) in respect of any one event;
- 4. the Insured shall be responsible for an additional first amount payable of 10% (ten percent) of the claim minimum R1 000 (one thousand rand).

SPECIFIC EXCEPTIONS (applicable to Sub-Section A)

The Company will not be liable to indemnify the Insured, 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. maintenance and/or leasing agreement:

loss or damage recoverable in terms of any maintenance and/or leasing agreement effected by, or on behalf of the Insured, covering the insured equipment;

4. faults or defects:

known to the Insured (or their responsible employees) at the time this insurance was arranged or during the currency of the insurance and not disclosed to the Company 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) batteries, contacts, X-ray tubes, bulbs, 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, the Company shall indemnify the Insured for the residual value prior to the loss of such exchangeable parts;

7. 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;

8. cleaning process:

its undergoing a process of cleaning, repair, alteration or restoration;

9. cost of reproducing:

the cost of reproducing data and/or programs whether recorded on computer hard-drives, discs, tapes, cards, or otherwise unless specifically provided for in Sub-Section B hereof;

10. loss of use:

of the property or other consequential loss, damage or liability of whatsoever nature other than losses specifically provided for herein or as a result of its inherent vice or defect, vermin, insects, damp, mildew or rust;

11. detention and judicial process:

detention, confiscation, forfeiture, impounding, attachment or requisition by any lawfully instituted authority or other judicial process or requisition by Customs or other officials;

12. loss, theft or disappearance:

12.1 from the premises:

of the property insured unless accompanied by visible signs of forcible and violent entry to or exit from the insured premises/situation;

PROVIDED THAT:

this Exception shall not apply to portable laptops, notebooks/palm-tops as well as all other hand-held electronic equipment individually specified in the Schedule;

12.2 while in transit:

of the property insured by theft accompanied by visible signs of forcible and violent entry to the transporting vehicle during transit or whilst temporarily removed from the insured premises unless identifiable by the Insured with a specific incident which has been immediately reported to the Police and the Company;

PROVIDED THAT:

if the transporting vehicle has been hijacked or involved in a road accident or sustains a breakdown and, due to circumstances beyond the control of the vehicle crew/driver and the property insured is of necessity left unprotected, Specific Exception 12.2 above shall not apply.

12.3 unattended vehicle:

if such loss took place from an unattended vehicle;

PROVIDED THAT:

1. the property is concealed in a completely closed and securely locked vehicle; or
2. the vehicle itself was housed in a securely locked building; and
3. entry to or exit from such locked vehicle or building is accompanied by visible signs of forcible and violent entry or exit.

BASIS OF INDEMNITY

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 VAT.

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:

1. the value of damaged parts which can be used will be deducted;
2. the costs of any alteration, addition, improvement or overhaul carried out at the time of repair are not recoverable under this Sub-Section;
3. if, without the consent of the Company, temporary repairs are carried out by the Insured 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 the Company. In the event that the temporary repairs aggravate the loss or cause additional loss or damage to the property insured, any additional costs so incurred or consequence arising therefrom will be for the account of the Insured;
4. where the damage is restricted to a part or parts of an insured item, the Company shall not be liable for an amount greater than the value for such part or parts which are lost or damaged allowed for within the sum insured.

2. Total loss

- 2.1 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 this is not possible, its replacement by new property having the nearest equivalent performance and/or capacity to the property lost or damaged;

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 the liability of the Company 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;
2. until expenditure has been incurred by the Insured in replacing or reinstating the property insured, the Company 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. these Conditions shall be without force or effect if:
 - 3.1 the Insured fails to intimate to the Company within 6 (six) months of the date upon which the damage occurred (or such further time as the Company may in writing allow) their intention to replace or reinstate the property insured;
 - 3.2 the Insured is unable or unwilling to replace or reinstate the property insured on the same or another site;
4. at the sole option of the Company, following commercial and technical appraisal by a representative of the Company, 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 7 (seven) years (or such extended period as may be approved by the Company in writing) prior to the Defined Event, it being expressly agreed that in applying this definition upgrades and enhancements will be taken into account in arriving at an indemnifiable amount and the age of the property insured.

In respect of property insured not provided for in 2.1 above, the basis of indemnification shall be the market value of the property insured immediately before the loss or damage. At the option of the Company, the property insured shall be regarded as totally destroyed if the repair costs as defined in 1. (Partial Loss) 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:

1. 20% (twenty percent) for the first year after the date of purchase;
2. 10% (ten percent) per year for each succeeding year;

and subject always to a minimum indemnity of 40% (forty percent) of the current new replacement value of the nearest equivalent property.

AVERAGE

In respect of 1. (Partial loss) and 2. (Total loss) 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, the Insured 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.

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 against such items and, in addition thereto, the following:

1. 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 20% (twenty percent) of the total amount of the claim, but shall not include expenses incurred in connection with the preparation of the Insured's claim.

2. Clearance costs

Costs necessarily and reasonably incurred by the Insured 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 20% (twenty percent) of the total amount of the claim.

3. 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 the Insured for effecting repairs or replacement approved by the Company, limited to 50% (fifty percent) of the amount which the repair or replacement would have cost had these additional costs not been incurred.

CLAUSES AND EXTENSIONS (applicable to Sub-Section A)**Tenants**

This insurance will not be invalidated by any act or neglect on the part of a tenant of the Insured (where the Insured owns the building) or another tenant or the owner of the building (where the Insured is a tenant);

PROVIDED THAT:

the Insured notifies the Company as soon as such act or neglect comes to their knowledge and pay on demand the appropriate additional premium.

Hire purchase/finance agreements

Where the Company has 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 the Company in respect of loss or damage indemnifiable by this Sub-Section of the Policy.

Software upgrade

If the Company has accepted liability in terms of a claim, the Company will pay in addition to any other amount the reasonable cost to reinstate or upgrade the software installed on the system which is lost or damaged;

PROVIDED THAT:

1. the cost towards the replacement or upgrade of the software shall not exceed 20% (twenty percent) of the value of the insured equipment or R5 000 (five thousand rand), whichever is the lesser;
2. the Insured shall be responsible for the first R750 (seven hundred and fifty rand) for each and every upgrade or replacement;
3. this Extension shall apply to each item separately and individually.

SUB-SECTION B – CONSEQUENTIAL LOSS**DEFINED EVENTS**

The insurance provided by this Sub-Section 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 the Insured during the indemnity period, being 3 (three) months, in consequence of the accident for the sole purpose of avoiding or diminishing the interruption of or interference with the normal business of the Insured, not exceeding R10 000 (ten thousand rand), 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. A time delay (time excess) of 24 (twenty four) hours is applicable from the time of loss;

PROVIDED THAT:

the indemnity for this item shall not apply directly or indirectly to:

1. the cover provided for in item 2. of this Sub-Section;
2. the intrinsic value (including reinstatement value) of the property insured by Sub-Section A of this Section.

2. Reinstatement of data/programs

The insurance under this Section is extended to include costs and expenses necessarily and reasonably incurred by the Insured for the reconstitution or recompilation of data and/or programs recorded on or stored in data-carrying media which is lost as a result of accidental erasure or by theft or by the deliberate willful or wanton intention of causing the cancellation or corruption of data or programs, subject to General Exceptions 1, 3 and 4 and Specific Exceptions 2, 3, 4 and 5 to Sub-Section A of this Section up to a maximum amount of R10 000 (ten thousand rand);

PROVIDED THAT:

1. the indemnity shall not extend to nor include such costs incurred due to program errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programs;
2. in respect of each and every event or series of events arising out of or in connection with any one event or cause indemnifiable by this item, the Insured shall bear the first R750 (seven hundred and fifty rand) as the first amount payable;
3. where the Insured elects to insure programs (software), a Schedule of such programs shall be lodged with the Company at the commencement of each period of insurance.

DEFINITIONS (applicable to Sub-Section B)

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:
 - 2.1 the deliberate act of the Insured or any supply authority;
 - 2.2 drought or shortage of fuel at any electricity utility;

PROVIDED THAT:

the liability of the Company shall not exceed the sum insured by this Sub-Section;

the indemnity period shall commence 12 (twelve) hours after the failure and end not later than 30 (thirty) days after such failure.

LIMIT OF LIABILITY

The liability of the Company shall not exceed the amounts specified in the Schedule (relating to Sub-Section B) in respect of any one accident or series of accidents arising out of or in connection with any one event.

In the event of the payment by the Company of any sum(s) in discharge of the Company's liability in terms of this Sub-Section, the sum(s) insured shall automatically be reinstated for the remainder of the current period of insurance.

The Insured shall pay to the Company the additional premium required by the Company calculated pro-rata from the day of the accident to the end of the period of insurance.

SPECIFIC EXCEPTIONS (applicable to Sub-Section B)

Unless specifically provided for:

1. Fines and penalties

the Company shall not be liable to indemnify the Insured 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

the Company shall not be liable to indemnify the Insured in respect of loss of profit or consequential loss of whatsoever nature unless specifically provided for herein.

SPECIFIC CONDITIONS**Burglar Alarm Warranty**

It is a condition precedent to the liability of the Company that a burglar alarm system will be installed in all premises stated in the Schedule and warranted that:

1. the burglar alarm installed in the premises shall be fully activated whenever the premises is not open for normal business unless any principal, partner, director or employee is in the premises;
2. the insurance shall not cover loss of or damage to property following the use of keys, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to the Insured unless such keys, keypad code or remote control were obtained by theft.

Unless specifically stated to the contrary, all premises shall be protected by such alarm and it is further warranted that:

1. the contract for any burglar alarm services shall include services of a 24-hour armed response unit;
2. the control panel shall have an event log and the arming and disarming of the alarm shall be logged and after the occurrence of a claim the Company will be entitled to request full information of the relevant log;
3. such alarm will be maintained in proper working order but the Insured 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;

PROVIDED THAT:

cover will continue to be applicable whilst the alarm system is not operative due to a failure of the public supply of electricity at the terminal ends of the supply authority's service feeders and that such failure is not due to any act or omission of the Insured.

Reinstatement

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

1. the Insured 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
2. addition, alteration or improvements being effected to the property insured on the occasion of its repair;

PROVIDED THAT:

the Company's liability under this Section shall be related solely to the business interruption which would have arisen in the absence of 1. and 2 above.

MEMORANDA**Capital additions and currency fluctuations**

The indemnity by this Section shall include:

1. additional equipment or programs purchased by the Insured of a similar nature to that specified in the 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 the Insured's premises;

2. 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% (twenty-five percent), the total sum insured for Sub-Section A specified in the Schedule, it being agreed that the Insured will advise the Company of such alterations after the expiry of each period of insurance and pay the appropriate premium thereon but not exceeding 50% (fifty percent) of the difference.

Prevention of access

If, during the indemnity period, the business at the premises be interrupted or interfered with in consequence of the Insured being prevented from having access to the property insured, situated at the premises, caused by damage to property within a 10 km (ten kilometre) radius of the insured premises as described in the Schedule by fire, lightning, explosion, storm, tempest, flood, water inundation, earthquake or impact by vehicles, the Company shall indemnify the Insured for loss resulting from such interruption or interference in accordance with the provisions contained herein;

PROVIDED THAT:

1. the Insured is not entitled to indemnity as provided for in this Extension under any other policy or Section of this Policy;
2. this Section shall not be brought into contribution with any other policy or Section of this Policy bearing a like extension.

Territorial limits

The territorial limits in respect of laptops, notebooks/palm-top computers as well as all other hand-held electronic equipment temporarily located outside the premises specified in the Schedule, shall be deemed to be worldwide.

SPECIAL EXCEPTION (applicable to Sub-Sections A and B)

Viruses, Trojans and worms

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

OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)

Incompatibility cover

Notwithstanding anything contained to the contrary in the Policy, the indemnity by Sub-Sections A and B of this Section shall indemnify the Insured for costs incurred in respect of:

1. modifications or alterations to the property insured directly consequent upon indemnifiable loss or damage to ensure the operating integrity of the electronic system;
2. replacement or upgrading of legal programs to achieve compatibility with the modified or altered electronic system;
3. 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 THAT:

1. the costs provided for in 1, 2 and 3 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 (Defined Event 2) of this Section;

3. the cover afforded hereunder shall be restricted to:
 - 3.1 parts or components of the electronic system which are not indemnifiable under Sub-Section A hereof;
 - 3.2 programs or data reinstated not indemnifiable under (Defined Event 2) of Sub-Section B hereof;
4. the indemnity by this Extension shall, in respect of any one event, be limited in the aggregate to 20% (twenty percent) of the applicable total sum insured under Sub-Section A (the limit of indemnity) and Sub-Section B (Defined Event 2) or R25 000 (twenty five thousand rand), whichever is the lesser.

Telecommunication access lines

Subject to the limits specified in the Schedule, consequential loss as provided for under Defined Events 1 and 2 of Sub-Section B arising from accidental failure of the telecommunication access lines is included;

PROVIDED THAT:

1. the liability of the Company shall not exceed the sum insured by this Sub-Section;
2. the indemnity period shall commence 12 (twelve) hours after the failure and end not later than 30 (thirty) days after such failure;
3. 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.

Additional increased cost of working

The amount stated under Sub-Section B – Consequential Loss Defined Event 1 is increased to the amount stated in the Schedule for which an agreed premium is paid by the Insured.

Additional reinstatement of data/programs

The amount stated under Sub-Section B – Consequential Loss Defined Event 2 is increased to the amount stated in the Schedule for which an agreed premium is paid by the Insured.

Riot and strike

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:

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:

1. loss or damage occurring in the Republic of South Africa and Namibia;
2. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
5. loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 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 the Company can demonstrate that, by reason of Provision 1, 2, 3, 4 or 5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

MACHINERY BREAKDOWN

DEFINED EVENTS

Any unforeseen and sudden physical damage to the machinery described in the Schedule from any cause not excluded whilst it is:

1. at work or at rest;
2. being dismantled for the purpose of cleaning, inspection and overhaul or removal to another position or in the course of these operations themselves or subsequent re-erection within the Insured's premises.

BASIS OF INDEMNITY

Irrespective of the original cause the amount payable by the Company shall be determined by:

1. Sum insured

It is expressly agreed between the Insured and the Company that at all times the sum insured for each item of machinery shall be the new replacement value including freight dues, customs duties and erection costs.

2. Underinsurance

If the sum insured on any item of machinery at the time of the loss is less than the new replacement value including freight dues, customs duties and erection costs, the Insured shall be considered to be his own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

3. Partial damage

Where the machinery can be repaired the Company will pay the reasonable costs of restoring it to working order based on the customary rates of wages in the district and normal freight and erection costs and customs duties.

4. Total loss

If the cost of repairs as described in 1 above equals or exceeds the actual value of the machinery immediately before the occurrence such machinery shall be regarded as a total loss and the Company will pay the actual value of the machinery immediately before the occurrence which shall be calculated as the new replacement value.

5. Repair, reinstate or replace

The Company may at its option repair, reinstate or replace any damaged machinery or pay the amount of the damage in cash.

SPECIFIC EXCEPTIONS

The Company will not be liable to pay for:

1. the amount specified in the Schedule as the First Amount Payable by the Insured for each and every occurrence;
2. damage due to:
 - 2.1 fire, lightning and explosion: fire, extinguishing of a fire, direct lightning strikes, explosion;
 - 2.2 theft, collapse, impact and sonic waves:

theft, collapse of buildings, impact by animals, vehicles, aircraft, other aerial devices or objects dropped therefrom, sonic shock waves;
 - 2.3 water that escapes from water containing apparatus including leakage or discharge from any sprinkler or drencher system;
 - 2.4 subsidence, landslide, storm, flood inundation, hail, snow, earthquake, volcanic eruption or other convulsions of nature or any subsequent dismantling;

3. wastage of material or wearing away or wearing out of any part of the machinery caused by or naturally resulting from ordinary usage or working or other gradual deterioration;
4. temporary repairs and any consequences arising therefrom unless the Company has authorised the temporary repairs;
5. expendable parts and tools such as (but not limited to) bits, cutters, knives, saw, blades, dies, patterns, rollers, sieves, chains, belts, ropes, conveyor bands, jointing and packing material. If these parts or tools are damaged as a result of an accident to other parts of the machinery insured, as provided for by this insurance, the Company shall indemnify the Insured for the residual value of such parts or tools;
6. extra charges for express delivery, overtime, Sunday and holiday rates of wages unless specially provided for herein;
7. costs of any alterations, additions improvements and overhauls carried out on the occasion of a repair;
8. damage resulting from experiments, overloads or tests requiring the imposition of abnormal conditions or from misapplication of tools;
9. the value of damaged parts that can be used in any way whatsoever;
10. the cost of repairing or replacing any foundations, masonry or refractories unless specifically mentioned in the Schedule;
11. damage due to defects or errors already existing at commencement of this insurance and which were known or should have been known to the Insured.

SPECIFIC CONDITIONS

Access

The Insured shall allow the authorised representatives of the Company to examine the Insured machinery at any reasonable time. If during the inspection any new facts of a nature likely to render the risk more than usually hazardous are observed the Insured must at the request of the Company restore the risk to normal within a reasonable time failing which the Company may suspend cover in whole or in part until the risk is restored to normal.

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 the Company. If the Company cannot approve the alteration or departure from normal working conditions the Company may cancel the insurance in respect of the machinery concerned, making an appropriate return of premium.

Claims

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

1. shall exercise all means in his power to salvage the insured items and ensure their preservation;
2. may proceed with the repair of the machinery;

PROVIDED THAT:

1. he/she complies with 1 above;
2. the carrying out of the repair is without prejudice to any question of liability;
3. any damaged part requiring replacement is kept for inspection by the Company.

SPECIAL MEMORANDA

Maintenance

The machinery described in the Schedule of this Section shall be subject to regular and adequate maintenance processes undertaken by suitably qualified members of the Insured's own staff or in terms of a maintenance contract with specialist maintenance engineers.

Switchgear of refrigeration machinery

The controlling switchgear of the refrigeration machinery described in the Schedule of this Section shall incorporate apparatus for automatic restarting following a failure of the public supply of electricity.

BUSINESS INTERRUPTION

(MACHINERY BREAKDOWN)

DEFINED EVENTS

Accident to machinery specified in the Schedule for this Section and used by the Insured, at the premises, for the purpose of the business resulting in interruption or interference with the business;

PROVIDED THAT:

payment shall have been made or liability admitted for accident under the Machinery Breakdown Section except in so far as a Provision may operate to exclude losses below a specified amount.

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 7 and 8, 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 (thirty) days after the expiry of the indemnity period, or within such further time as the Company may in writing allow, at their own expense deliver to the Company in writing a statement setting forth particulars of the 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.
3. Any item of machinery insured by this Section against which the word 'Standby' appears in Schedule II shall be maintained as standby available for immediate use in the event of the failure of the machinery to which it is standby. Should the standby position change the Insured shall give notice as soon as possible to the Company and pay the applicable additional premium, calculated from the date that the item of machinery ceased to be standby.

SPECIFIC EXCEPTIONS

This Section does not cover any loss or claim resulting from interruption of or interference with the business directly or indirectly attributable to any of the following causes:

1. shortage, destruction, deterioration of or damage to raw materials, semi-finished or finished products or other materials required for proper operation, even if the consequence of material damage to an item described in the Schedule of this Section;
2. any restrictions on reconstruction or operation imposed by any public authority;
3. the Insured not having at their disposal, in good time, sufficient capital for repairing or replacing destroyed or damaged machinery;
4. loss of business due to causes such as suspension, lapse or cancellation of a lease, licence, order, etc., that occurs after the date when the machinery and plant affected by an accident is again in operating condition and the business could have been resumed if the aforesaid lease, licence, order, etc., had not been suspended, lapsed or cancelled;
5. the Company will not be liable for loss resulting from interruption or interference with the business due to additions, alterations or improvements being effected to the damaged item(s) on the occasion of its repair.

MEMORANDUM

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 or revenue, during the indemnity period.

**DEFINITIONS**

Indemnity period	The period during which the results of the business are affected in consequence of the accident beginning with the number of hours/days stated in the Schedule after the occurrence of the accident and ending not later than the expiry of the period (time excess) shown in the Schedule after the occurrence.	
Time excess	The period stated in the Schedule.	
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 profit (difference basis)	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.	
Gross profit (specified standing charges 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 a 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 property 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.	
Standing charges	As specified in the Schedule.	
Accident	Unforeseen and sudden physical damage to the machinery described in the Schedule for this Section from any cause provided for by the Machinery Breakdown Section.	
Shortage in turnover	The amount by which the turnover during the specified portion of the indemnity period shall in consequence of the accident fall short of that part of the standard turnover to which it relates.	
The premises	All premises owned, used or occupied by the Insured for the purposes of the business.	
Rate of gross profit	The rate of gross profit to turnover during the financial year immediately before the date of the damage	To which such adjustments will be made as may be necessary to provide for the trend of the business and for variations in or other circumstances affecting the business either before or after the accident or that would have affected the business so that the figure thus adjusted will represent as nearly as may be reasonably practicable the results that but for the accident would have been after the accident.
Annual turnover	As may be necessary to provide for the trend of the business and for variations the turnover during the 12 (twelve) months immediately before the date of the damage	
Standard turnover	The turnover during the period corresponding with the indemnity period in the 12 (twelve) months immediately before the date of the accident	

BASIS OF LOSS SETTLEMENT

1. Gross profit (difference basis)

The insurance under this item is limited to loss of gross profit due to reduction in turnover and increase in cost of working and the amount payable will be:

1.1 For 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;

1.2 For increase in cost of working:

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing a 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 for such charges and expenses of the business payable out of gross profit as may cease or be reduced in consequence of the accident;

PROVIDED THAT:

if the sum insured by this item is less than the sum produced by applying the rate of gross profit to the annual turnover (proportionately increased where the indemnity period exceeds 12 (twelve) months) the amount payable will be proportionately reduced.

2. Revenue

The insurance under this item is limited to loss due to reduction in revenue and increase in cost of working and the amount payable as indemnity hereunder will be;

2.1 For reduction in revenue:

the amount by which the revenue during the indemnity period shall in consequence of the accident fall short of the standard revenue;

2.2 For increase in cost of working:

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in revenue which but for that expenditure would have taken place during the indemnity period in consequence of the accident but not exceeding the amount of the reduction thereby avoided;

less any sum saved during the indemnity period for such charges and expenses of the business payable out of revenue as may cease or be reduced in consequence of the accident;

PROVIDED THAT:

if the sum insured by this item is less than the annual revenue (proportionately increased where the indemnity period exceeds 12 (twelve) months) the amount payable will be proportionately reduced.

CLAUSES AND EXTENSIONS

Accountant/Auditor

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 claims under this insurance may be produced and certified by the Insured's own accountants and/or auditors and their certificate will be prima facie evidence of the particulars and details to which such certificate relates.

**Accumulation of stocks**

In adjusting any loss, account will be taken and an equitable allowance made, if any shortage in turnover due to the accident is postponed by reason of the turnover being temporarily maintained from accumulated stocks.

Departments/Branches

If the business is conducted in departments/branches the independent trading results of which are ascertainable the Provisions of items 1 and 2 above will apply separately to each department/branch whose results are affected by the accident;

PROVIDED THAT:

if the respective sums insured are less than the aggregate of the sums produced by applying the rate of Gross profit or Revenue for each department/branch of the business (whether its results are affected by the accident or not) to the relative annual turnover thereof (proportionately increased where the indemnity period exceeds 12 (twelve) months) the amount payable will be proportionately reduced.

Deposit premium

In consideration of the premium for items 1 and/or 2 being provisional because they are calculated on 75% (seventy five percent) of the sum(s) insured thereby, the premium is subject to adjustment on expiry of each period of insurance as follows:

If the Gross profit or Revenue earned (proportionately increased if the indemnity period exceeds 12 (twelve) months) during the financial year most nearly concurrent with any period of insurance is less or greater than 75% (seventy five percent) of the sum insured thereon, a pro-rata return or additional premium not exceeding 33.3% (thirty three and one third percent) of the provisional premium paid for such period of insurance will be made for the difference.

New business

For the purpose of assessing any loss sustained as the result of an accident occurring before the completion of the first year's trading the terms 'rate of gross profit', 'annual turnover', 'standard turnover', 'annual revenue' and 'standard revenue' shall bear the following meanings:

1. Rate of gross profit

The rate of gross profit earned on the turnover during the 3 (three) months immediately before the date of the accident.

2. Annual turnover

12 (twelve) times the average monthly turnover for the 3 (three) months immediately before the date of the accident.

3. Standard turnover

The turnover which would have been achieved during the indemnity period if the average turnover during the 3 (three) months immediately before the date of the accident had been maintained.

4. Annual revenue

The average revenue earned during the 3 (three) months immediately before the date of the accident.

5. Standard revenue

The revenue which would have been earned during the indemnity period if the average revenue during the 3 (three) months immediately before the date of the accident had been maintained.

Overhauls

If during a period of 6 (six) months immediately following the recommissioning of the machinery and plant after the damage the Insured derives benefit from deferred sales or from increased production and/or profits as a consequence of an interruption of or interference with the business, such benefits shall be taken into account in determining the amount payable as indemnity under this Section.

Premium rebate

If the Gross Profit and/or Revenue earned (all proportionately increased if the indemnity period exceeds 12 (twelve) months) during the financial year concurrent with any period of insurance is less than the respective sums insured thereon a pro-rata return of premium not exceeding 50% (fifty percent) of the premium paid on such sums insured for such period of insurance will be made for the difference;

PROVIDED THAT:

if any claim shall have arisen under these items such return will be made in respect only of so much of the difference as is not due to such claim.

Salvage sale clause

If the Insured shall hold a salvage sale during the indemnity period, item 1.1 under 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."

DETERIORATION OF STOCK

(MACHINERY BREAKDOWN)

DEFINED EVENTS

This insurance is in respect of:

1. fortuitous damage to the products and/or cold room(s) insured being the value of the insured products and/or cold room(s) affected as a direct consequence of the accident but not exceeding the limit of indemnity stated in the Schedule;
2. increase in the cost of working being the additional expenditure necessarily and reasonably incurred as a direct consequence of the accident (including costs incurred in obtaining alternative storage facilities for the insured products) wholly and exclusively incurred for the purpose of preventing or minimizing damage to the insured products but not exceeding the amount that would otherwise have been indemnifiable under 1 above and the Company will not be responsible to pay more than R50 000 (fifty thousand rand) per event;

PROVIDED THAT:

1. other than in the case of the accidental escape of refrigerant, accident shall cause a fluctuation in temperature in the cold room(s);
2. the Company shall have the benefit of any saving in expenditure as a result of the accident.

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

DEFINITIONS

Accident	1. Unforeseen and sudden physical damage to the machinery described in the Schedule for this Section from any cause provided for by the Machinery Breakdown Section. 2. Failure of the public supply of electricity at the terminal ends of the supply authority's service feeders in the Insured's premises from any accidental cause other than: 2.1 the deliberate act of the Insured or any supply authority; 2.2 drought or shortage of fuel at any power station. 3. Damage to the insured products contained in the insured cold room(s) caused as a direct result of the accidental escape of refrigerant following unforeseen and sudden physical damage to the refrigeration machinery described in the Schedule of this Section.
Cold room	Is extended to include refrigeration chamber.
Damage	1. Insured products: destruction or impairment in value of the insured products by deterioration or contamination or putrefaction or spoilage; 2. insured cold room(s): contamination by refrigerant necessitating the evacuation of the cold room(s).
Value	1. The actual purchase price paid by the Insured to their supplier for the insured products or that part thereof affected by accident; or 2. the actual purchase price paid by the Insured to their supplier for the insured products or that part thereof affected by accident including the processing costs of such insured products prior to being placed in the cold room(s); or 3. the selling price of the insured products or that part thereof affected by accident in respect of insured cold room(s).

SPECIFIC EXCEPTIONS

The Company shall not indemnify the Insured in respect of:

1. the first amount payable stated in the Schedule;
2. damage to the insured products and/or cold room(s) caused by bruising, rodents, pests or natural deterioration, disease or vice;
3. damage to insured products not contained in insured cold room(s) at the time of such damage;
4. consequential loss, damage or liability arising out of the damage to the insured products and/or cold room(s).

MEMORANDA

In the event of damage to the insured products:

1. where such damage necessitates destruction of the insured products a certificate of condemnation must be obtained by the Insured from the appropriate local authority for such goods to be destroyed;
2. in cases where damage is alleged to have impaired the value of the insured products reasonable proof of impairment of value must be submitted by the Insured in respect of such insured products;
3. where the Insured has incurred an increase in the cost of working so as to prevent or minimise damage to the insured products reasonable proof of the necessity for incurring such costs must be furnished by the Insured.

FARE-PAYING PASSENGER LIABILITY

DEFINED EVENTS

The Company will indemnify the Insured in the event of an accident occurring during the period of insurance caused by or through or in connection with any vehicle against the Insured's legal liability to pay damages and claimants' costs in connection therewith in respect of injury to any persons carried in or upon or entering or getting onto or alighting from any vehicle, excluding:

1. injury to any person in the employ of the Insured arising from and in the course of such employment or being a member of the same household or family as the Insured;
2. any claim arising out of any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada, or any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part.

For the purpose of determining the indemnity granted:

Injury	means death or bodily injury.
Vehicle	means any motor vehicle owned, hired, leased or used by the Insured.

Indemnity to others

The indemnity granted shall extend at the Insured's option and subject to Company's consent which consent shall not be unreasonably withheld to any person who is driving or using a vehicle on the Insured's order or with the Insured's permission;

PROVIDED THAT:

1. such person shall as though he were the Insured observe, fulfil and be subject to the Terms, Exceptions and Conditions of this Policy in so far as they can apply;
2. such person driving such vehicle has not been refused any motor insurance or continuance thereof by any insurer;
3. indemnity shall not apply in respect of claims made by any member of the same household or family as such person;
4. such person is not entitled to indemnity under any other policy except of any amount not recoverable thereunder.

DEFINITIONS

Costs and expenses	Shall mean those costs and expenses incurred: 1. by the Insured with the consent of the Company which consent shall not be unreasonably withheld: 1.1 in the defence or settlement of any claim under this Policy; 1.2 in the representation at any inquest, accident inquiry in respect of injury which may form the subject of indemnity by this Policy and/or defending any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Policy; 2. for such emergency medical treatment as may appear necessary in respect of injury which may form the subject of indemnity by this Policy.
Limits of indemnity	The Company's total liability to pay damages and claimants' costs in connection therewith and costs and expenses shall not exceed the limit of indemnity stated in the Schedule in respect of any one occurrence or series of occurrences arising from one cause in connection with any one vehicle.

SPECIFIC EXCLUSIONS

The Company shall not be liable under this Section:

1. in respect of any compensation or claim which falls within the scope of any Compulsory Motor Vehicle insurance enactment. This Exception shall apply notwithstanding that no other insurance under such enactment is in force or has been effected and regardless of whether the applicable legislative fund is unable to or incapable of providing compensation;
2. arising out of any circumstances compulsorily insurable by legislation governing the use of any vehicle;
3. whilst the vehicle is being used for racing speed or other contests, rallies or trials;
4. for claims if the persons carried exceed the carrying capacity of the vehicle for which it is constructed or licensed to carry;
5. whilst the vehicle is being used other than in Africa South of the Equator;
6. incurred while any vehicle is being driven by:
 - 6.1 the Insured 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
 - 6.2 while not licensed to drive such vehicle;
 - 6.3 any other person with the general consent of the Insured who to the Insured's 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
 - 6.4 who does not hold a valid driver's licence to drive such vehicle;

PROVIDED THAT:

1. 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 exclusion "whilst the vehicle is being used other than in Africa South of the Equator " above; or
2. if non-compliance with any licensing law is solely because of failure to renew any licence subject to periodic renewal or if a licence is not required by law; or
3. while such driver is learning to drive and is complying with the laws relating to learners;
4. whilst the vehicle is being used in a condition which does not comply with the provisions and regulations of the:
 - 4.1 National Road Traffic Act 93 of 1996;
 - 4.2 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
 - 4.3 any similar legislation which applies to the countries specified as the territorial limits in the Schedule;
5. for any claim arising from contractual liability, unless such liability would have attached to the Insured notwithstanding such contractual agreement;
6. for loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.

HOUSEOWNERS

SUB-SECTION A – PROPERTY

DEFINED EVENTS

Loss of or damage to the whole or part of the building(s) described in the Schedule, the property of the Insured or for which they are legally responsible, caused by:

1. fire, lightning, explosion;
2. earthquake;
3. special perils:
 - 3.1 storm, wind, flood, water, hail or snow, but excluding damage to property:
 - 3.1.1 arising from it undergoing any process necessarily involving the use or application of water;
 - 3.1.2 being retaining walls, gabions, gateposts, gates, fences and game fences;
 - 3.1.3 in the open (other than to buildings, structures, or plant designed to exist or operate in the open);
 - 3.1.4 to any structure not completely roofed;
 - 3.2 aircraft and other aerial devices or articles dropped therefrom;
 - 3.3 impact by animals, trees (except falling trees whilst contractors are engaged in the felling thereof), aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles;

PROVIDED THAT:

this Defined Event (special perils) does not cover:

1. wear and tear or gradual deterioration;
2. any loss or damage caused or aggravated by:
 - 2.1.1. leakage or discharge from any sprinkler or drencher system in the insured buildings;
 - 2.1.2. the Insured's failure to take all reasonable precautions for the maintenance and safety of the insured property and to prevent or minimise any loss or damage;
4. accidental breakage or collapse of radio or television aerials, aerial fittings or masts and satellite dishes (including damage to such television aerials, aerial fittings or masts and satellite dishes, household electrical and gas appliances), air conditioning units, burglar alarms and built in stoves up to an amount of R10 000 (ten thousand rand) per event, but excluding loss or damage caused by or resulting from:
 - 4.1 depreciation;
 - 4.2 electrical or mechanical breakdown;
 - 4.3 scratching, denting or chipping;
 - 4.4 any process of dyeing, cleaning or renovating;
 - 4.5 the action of light or atmospheric conditions;
 - 4.6 confiscation or detention by any process of law;
5. loss of or damage to geysers, water tanks, water apparatus, water pipes, drip trays, pans and water heating systems following sudden and unforeseen bursting and leaking, the property of the Insured installed in the buildings described in the Schedule;

PROVIDED THAT:

1. the Company shall not be liable to pay for loss or damage:
 - 1.1 caused by, or aggravated by, wear and tear, rust, decay or gradual deterioration;
 - 1.2 caused by cracking or splitting of the unit due to wear and tear;

- 1.3 as a result of faulty material or workmanship, inherent device and latent defects or faulty or defective design;
- 1.4 recoverable in terms of manufacturer's warranty;
- 1.5 loss or damage as a result of failure or deliberate withholding of supply of water or electricity or fuel;
2. the Company's liability shall not exceed R12 500 (twelve thousand five hundred rand) per event;
3. the Insured shall be responsible for the first 10% (ten percent) of the claim with a minimum of R1 000 (one thousand rand) for each and every claim.

Additional cover may be purchased in which case the limit stated in the Schedule will be over and above the automatic cover provided.

Specific condition

The geyser(s) must be installed in accordance with SANS specification 10254 where applicable and in accordance with the manufacturer's specifications or any other SANS specification applicable. If the Company can demonstrate the geyser was not installed in accordance to specification the Insured shall be liable for the first R1 500 (one thousand five hundred rand) of each claim in addition to any other first amount payable as stated in provision 3 above;

6. theft (or any attempt thereat) accompanied by forcible and violent entry into or exit from such building:
 - 6.1 including landlord's fixtures and fittings in or on the building(s) at the insured premises;
 - 6.2 if any building insured or containing the insured property becomes unoccupied for 60 (sixty) 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 unoccupancy of 60 (sixty) consecutive days the Insured shall become a co-insurer with the Company and shall bear a rateable proportion of any damage equal to 20% (twenty percent) of the claim before deduction of any first amount payable;
 - 6.3 if any building insured or containing the insured property is lent, let or sub-let in whole or in part theft cover is excluded;

PROVIDED THAT

for the purpose thereof the accommodation of paying guests, boarders or lodgers not exceeding 3 (three) in number shall not be deemed to be lending, letting or sub-letting of the building);

7. such additional perils as are stated in the Schedule to be included.

DEFINITION OF INSURED PROPERTY

The building(s) of the private dwelling(s) insured and described in the Schedule, owned by the Insured or for which they are legally responsible and including all domestic outbuildings, private garages and domestic apartments thereto, constructed of brick, stone or concrete and roofed with slate, tiles, metal, concrete or asbestos, unless stated otherwise in the Schedule, including walls (other than dam walls), gates and machinery thereof, fences (other than hedges), spa baths, sauna rooms, jacuzzis, sunken swimming pools including the filtration equipment and spa, sauna, jacuzzi and swimming pool machinery (other than automatic pool cleaning equipment), pool safety nets and covers, tennis courts, squash courts, domestic water tanks and structures thereof, septic sewerage tanks, domestic borehole pumps and electrical motors and other domestic water supplying equipment (excluding windmills and its equipment), brick, tar or concrete driveways and patios on the same premises and used solely in connection therewith including landlord's fixtures and fittings therein or thereon.

SPECIFIC EXCEPTIONS

The Company will not be liable for:

1. loss or damage caused directly and solely by:
 - 1.1 fair wear and tear, gradual deterioration or rusting;
 - 1.2 cracking of the structure of the premises (unless such cracking results from external causes not otherwise excluded);

- 1.3 frost, roots or weeds affecting tennis courts, driveways and underground pipes;
- 1.4 vermin, moths, insects or termites;
- 1.5 scratching, tearing, chewing or soiling by the insured's own domestic pets;
- 1.6 any process of cleaning, restoring, altering or renovation of the property;
- 1.7 any gradually operating causes;
- 1.8 mildew, damp, rising damp, corrosion or rot;
- 1.9 structural defects, faulty design, defective workmanship, lack of maintenance, vice and latent defect;
2. consequential loss or damage of whatsoever nature other than Loss of Rent as described in Sub- Section C of this Section;
3. the first amount payable as stated in the Policy or shown in the Schedule.

SUB-SECTION B – PUBLIC SUPPLY CONNECTIONS

DEFINED EVENTS

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

SUB-SECTION C – RENT

DEFINED EVENTS

Loss of rent as a result of the private dwelling insured being so damaged by any of the perils specified as to be rendered totally uninhabitable (or partially uninhabitable) but only for the period necessary for reinstatement and for an amount not exceeding 25% (twenty five percent) of the sum insured on the affected property. The basis of calculation shall be the rent of the private dwelling (unfurnished) payable immediately preceding the damage or its equivalent in rental value.

SUB-SECTION D – PROPERTY OWNERS LIABILITY

DEFINED EVENTS

Damage for which the Insured or any member of his immediate family normally resident with him 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.

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 the Company's consent for any one event or series of events with one original cause or source shall not exceed R3 000 000 (three million rand).

SPECIFIC EXCEPTIONS

The Company will not indemnify the Insured under this Sub-Section in respect of:

1. injury or damage sustained by:
 - 1.1 any member of the same household or family as the Insured;
 - 1.2 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;
 - 1.3 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:
 - 2.1 2.1.1 belonging to the Insured;

- 2.1.2 in the custody or control of the Insured or any employee of the Insured or any member of the Insured's family or household;
- 2.2 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.
 - 4.1 liability in respect of injury, damage or loss of use of property directly or indirectly caused by seepage, pollution or contamination provided always that this exception shall not apply where such seepage, pollution or contamination is caused by a sudden unforeseen and unintended occurrence;
 - 4.2 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.
 - 6.1 damages in respect of judgements delivered or obtained in the first instance otherwise than a court of competent jurisdiction within the Republic of South Africa, Botswana, Lesotho, Namibia and Eswatini (formerly Swaziland);
 - 6.2 costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the area described in 6.1 above;
7. liability consequent upon injury or damage caused by or through or in connection with:
 - 7.1 the trade, profession or occupation of the Insured (other than as the property owner of the insured building);
 - 7.2 deliberate or malicious acts by the Insured.

CLAUSES AND EXTENSIONS

Accidental breakage of glass and sanitary-ware

This Section is extended to cover accidental breakage of fixed glass, mirrors and sanitary-ware forming part of the insured buildings as (defined);

PROVIDED THAT:

1. the Company's liability shall not exceed R100 000 (one hundred thousand rand) per event;
2. the private dwelling is furnished and occupied;
3. chipping, scratching and other disfiguration is excluded.

Accidental damage to fixed machinery

This Section is extended to cover sudden and unexpected accidental loss of or damage to fixed machinery installed at the insured premises and which are used for domestic purposes only;

PROVIDED THAT:

the Company will not be liable:

1. for loss or damage caused:
 - 1.1 by gradual deterioration such as wear and tear, rust, mildew, corrosion, decay;
 - 1.2 by termites, moths, insects, vermin, domestic pets, wild animals or reptiles;
 - 1.3 by cleaning, repairing or restoring by any manner or method;
 - 1.4 to any data or telecommunication equipment or apparatus;
 - 1.5 to wind pumps; or
 - 1.6 any loss claimable under another Clause or Section of the Policy;

2. for loss or damage while the machinery is covered by a manufacturer's guarantee, purchase agreement or service contract;
3. to pay more than R10 000 (ten thousand rand) per event;
4. for the first R350 (three hundred and fifty rand) of each and every claim.

Accidental damage to the buildings

The Company will pay up to R50 000 (fifty thousand rand) for accidental loss or damage to the insured buildings (as defined) and the Insured shall be responsible for the first R2 500 (two thousand five hundred rand) each and every claim;

PROVIDED THAT:

this Extension does not cover loss or damage:

1. to irrigation equipment, driveways, pavements, roads, cables, cableways, excavations or property below ground;
2. arising from:
 - 2.1 collapse of the premises and structures;
 - 2.2 any work done on the premises, or normal maintenance;
 - 2.3 domestic pets, termites, moths, insects, wild animals or vermin;
 - 2.4 flaws or defects (whether latent or visible) in any aspect of the design, construction or maintenance of the premises;
 - 2.5 subsidence and landslip;
 - 2.6 chemicals, oils, liquids, gases or fumes;
 - 2.7 denting, chipping, scratching or cracking, unless the functionality of the item has been affected and it can no longer be used;
 - 2.8 frost, change in temperature, expansion or humidity;
 - 2.9 dampness, dryness, wet- or dry-rot;
 - 2.10 contamination or pollution;
 - 2.11 change in colour, texture or finish;
 - 2.12 corrosion, rust, oxidation or any other chemical action or reaction;
 - 2.13 any loss resulting from an excluded event under any other section;
 - 2.14 depreciation;
 - 2.15 any loss claimable under another Clause or Section of the Policy.

Architects' and other professional fees

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;

PROVIDED THAT:

1. the Company's liability shall not exceed the amount stated in the Schedule for this item, or if no amount is stated separately for this item, then the Company's liability shall not exceed 25% (twenty five percent) of the amount payable in respect of such damage, provided that the total amount recoverable shall not exceed the sum insured on the property affected;
2. the amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the Insured's claim.

Capital additions

The insurance under this Section covers alterations, additions and improvements (but not appreciation in value in excess of the sum(s) insured) to the property, other than stock and materials in trade, for an amount not exceeding 15% (fifteen percent) of the sum insured thereon, it being understood that the Insured undertakes to advise the Company each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

Clearance, demolition and erection of hoardings

Following loss or damage by a Defined Event and notwithstanding that physical loss or damage to property may or may not have occurred, the Company shall indemnify the Insured for costs and expenses incurred in respect of the provision, maintenance, erection and dismantling of hoardings; propping, covering and protection of property; demolition, storage, removal and disposal of property; removal, storage and disposal of wreckage, debris, silt and water; clearing and restoring any site; regaining access to any site or works and restoring normal working conditions;

PROVIDED THAT:

1. the Company's liability shall not exceed the amount stated in the Schedule for this item, or if no amount is stated separately for this item, then the Company's liability shall not exceed 25% (twenty five percent) of the amount payable in respect of such damage, provided that the total amount recoverable shall not exceed the sum insured on the property affected;
2. the amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the Insured's claim.

Damage by wild animals

The Company will pay up to R50 000 (fifty thousand rand) in any one period of insurance for loss of or damage to the insured property caused by the acts of wild animals. The Insured shall be responsible for the first R2 500 (two thousand five hundred rand) of each and every claim.

Damage to landscaped gardens and water features

The insurance under this Section is extended to cover the cost of restoring landscaped gardens, water features and statues damaged due to a Defined Event or damaged by any emergency service operating at the insured premises as a result of a Defined Event;

PROVIDED THAT:

1. the Company's liability shall not exceed R20 000 (fifty thousand rand) per event;
2. the Insured shall be responsible for the first R500 (five hundred rand) of each and every claim.

Emergency accommodation

The insurance under this Section is extended to include the actual and necessary cost for emergency accommodation following total or partial loss of the insured property by a Defined Event;

PROVIDED THAT:

the Company will not be liability for more than:

1. R500 (five hundred rand) per person;
2. R10 000 (ten thousand rand) in the aggregate per event.

Fire extinguisher refill costs

The Company will pay for the reasonable and necessary cost incurred by the Insured in respect of the refilling of fire extinguisher appliances used following a fire or threat of fire at the insured property.

Flood and safeguard costs

Following an insured event, the Company will pay up to R20 000 (twenty thousand rand) per event for the reasonable and necessary cost to:

1. pump water out from the insured premises;
2. relocate movable property to alternative storage whilst the premises are being reinstated.

Inflation

The sum insured in respect of buildings insured hereby will be increased automatically each month by a percentage commensurate with price indices.

No premium adjustment will be made until anniversary date when the premium will be calculated on the adjusted sum insured. This does not relieve the insured of his responsibility to ensure that the sums insured represent the full replacement value of the property at all times.

Keys, locks and remote controls

The Company will pay for the cost of replacing lost, stolen or damaged keys, locks and remote control units of the insured buildings, including call-out costs of a technician and the reprogramming of any coded alarm system;

PROVIDED THAT:

1. the Company's liability will not exceed R5 000 (five thousand rand) per event;
2. the Insured shall be responsible for the first R300 (three hundred rand) of each and every claim.

Loss of water

The Company will pay up to R10 000 (ten thousand rand) per event for charges raised by a local authority for water lost through leakage from pipes on the Insured's property provided that the consumption reading must be at least 50% (fifty percent) more than the average of the previous four readings. The Insured must take immediate steps to repair the pipe(s) affected on the discovery of a leak. This Extension does not cover the cost of the remedial action including repairs to the pipe(s) affected. In addition, there is no cover for loss of water as a result of leaking taps, heating apparatus or toilet systems, from swimming pool structures or inlet and/or outlet pipes and whilst the property is unoccupied for 60 (sixty) consecutive days.

Mortgagee

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 the Company 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 the Company.

Municipal plans scrutiny fee

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

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:
 - 1.1 the cost incurred in complying with any of the aforesaid regulations:
 - 1.1.1 in respect of damage occurring prior to granting of this Clause;
 - 1.1.2 in respect of damage not insured under this Section;
 - 1.1.3 under which notice has been served upon the Insured prior to the happening of the damage;
 - 1.1.4 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;

- 1.2 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;
 - 1.3 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 dispatch and may be carried out wholly or partially upon another site (if the aforesaid regulations so necessitate) subject to the liability of the Company under this Clause not being thereby increased;
3. if the liability of the Company 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 the liability of the Company under this Clause in respect of any such item shall be reduced in like proportion;
4. the total amount recoverable under any item of this Section shall not exceed the sum insured thereby.

Reinstatement value conditions

In the event of property other than stock or motor vehicles being damaged, the basis upon which the amount payable is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to nor more extensive than the insured property when new;

PROVIDED THAT:

1. the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch, 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, the Company 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 sums 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:
 - 4.1 the Insured fails to intimate to the Company within 6 (six) months of the date of damage or such further time as the Company may in writing allow their intention to replace or reinstate the property;
 - 4.2 the Insured is unable or unwilling to replace or reinstate the property on the same or another site.

Removal of trees

This Section is extended to include costs incurred by the Insured in the:

1. removal of trees or branches, which have fallen as a direct result of a Defined Event, whether causing damage or not;
2. felling and removal of trees or branches, which as a direct result of a Defined Event now pose a threat to damage insured property;

PROVIDED THAT:

the Company's liability shall not exceed R10 000 (ten thousand rand) per event.

Temporary removal

Except in so far as it is otherwise insured the property 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 Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini (formerly Swaziland), Zambia, Zimbabwe, Mozambique and Malawi;

PROVIDED THAT:

1. unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, the liability of the Company shall not exceed 15% (fifteen percent) 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 that part of the premises from which the property is temporarily removed.

Tenants

The Company's liability to the Insured shall not be affected by any act or omission on the part of any owner of a building or any tenant (other than the Insured) without the Insured's knowledge. The Insured shall, however, inform the Company 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 the Insured's knowledge and will be responsible for any additional premium payable from the date any increased hazard shall be assumed by the Company.

OPTIONAL CLAUSES AND EXTENSIONS (if stated in the Schedule to be included)**Geyser maintenance (extended cover)**

This Section is extended to include loss of or damage to the geysers and attachments as defined, directly or indirectly caused by or attributed to or arising from rupturing, rust, decay, gradual deterioration, wear and tear, cracking, splitting, inherent vice or latent defect;

PROVIDED THAT:

1. the Company's liability will not exceed the amount stated in the Schedule;
2. the Insured shall be responsible for the first R1 000 (one thousand rand) of each and every claim or the amount stated in the Schedule;

PROVIDED FURTHER THAT:

the Company will not be liable for:

1. loss of or damage directly or indirectly caused by or contributed to or arising from faulty or defective design;
2. consequential loss of any kind whatsoever;
3. loss of or damage directly or indirectly caused by or contributed to or arising from the failure of and/or the deliberate withholding and/or lack of supply of water, gas, electricity or fuel;
4. any item forming part of the geyser and attachments covered by any guarantee;
5. the call out cost to attend to isolated incidents relating to the following without actual geyser related damage:
 - 5.1 ripple relays;
 - 5.2 faulty circuit breakers.

Definition of geyser – applicable to Geyser maintenance (extended cover)

The geyser unit itself (including solar geysers), pipe(s) and fittings, including drip trays and pans, within one metre of the geyser unit, the control valves, and the stop cock installed more than one and a half metres from the geyser unit for the purpose of controlling the water flow to the geyser unit only, the draw cock, safety valve and vacuum breaker(s) or any part of solar geysers not mentioned.

Specific condition – applicable to Geyser maintenance (extended cover)

The geyser(s) must be installed in accordance with SANS specification 10254 where applicable and in accordance with the manufacturers specifications or any other SANS specification applicable. Should the Insured not be able to prove that the geyser was installed in accordance therewith, then the first amount payable shall increase to R1 500 (one thousand five hundred rand) per claim.

Subsidence and landslip (extended cover)

1. This Section is extended to include loss of or damage to the insured property caused by subsidence or landslip of the land supporting the said insured property or heave thereof;

PROVIDED THAT:

such loss or damage is not caused by or does not arise from:

1. normal settlement, shrinkage or expansion of the land supporting the insured property;
 2. alterations, additions or repairs to the insured property;
 3. compaction or infill;
 4. defective or faulty design, materials or workmanship;
 5. excavations other than mining operations;
 6. contraction and or expansion of soil, clay or similar types or moist or damp;
 7. removal or weakening of support to the insured property.
2. The Company will not be liable for:
- 2.1 loss of or damage to septic or conservancy tanks, drains, water courses unless the building(s) is damaged at the same time by the same event;
 - 2.2 consequential loss whatsoever;
 - 2.3 damage existing at commencement of cover.
3. The Insured will be responsible for the first 5% (five percent) of the claim minimum R5 000 (five thousand rand) of each and every occurrence giving rise to a claim.
4. If required the Insured must give proof that the loss or damage being claimed for was caused by subsidence, landslip or heave.

HOUSEHOLDERS

SUB-SECTION A – PROPERTY

DEFINED EVENTS

Loss of or damage to the whole or part of property described in the Schedule, belonging to the Insured or for which they are legally responsible, caused by:

1. fire, lightning or thunderbolt, explosion;
2. earthquake, but excluding damage to property in the underground working of any mine;
3. special perils:
 - 3.1 storm, wind, flood, water, hail or snow, but excluding damage to property:
 - 3.1.1 arising from it undergoing any process necessarily involving the use or application of water;
 - 3.1.2 in any structure not completely roofed;
 - 3.1.3 in the open unless the property is designed to exist or operate in the open;
 - 3.2 aircraft and other aerial devices or articles dropped therefrom;
 - 3.3 impact by fallen trees or impact with any of the buildings by vehicles, animals or wild animals, rocks or boulders, collapse or breakage of aerials, masts and satellite dishes but excluding damage to such animals or wild animals, rocks or boulders, aerials, masts, satellite dishes or vehicles or property in or on such vehicles;

PROVIDED THAT:

this Defined Event (special perils) does not cover:

1. wear and tear or gradual deterioration, depreciation;
2. caused by tidal wave originating from earthquake or volcanic eruption;
3. any loss or damage caused or aggravated by:
 - 3.1 subsidence or landslip unless so described and specifically insured as a separate item;
 - 3.2 the Insured's failure to take all reasonable precautions for the maintenance and safety of the insured property and to prevent or minimise any loss or damage;
4. theft or any attempt thereat, but excluding theft (or any attempt thereat) whilst the building(s) or any part thereof be lent, let or sub-let unless such theft (or attempt thereat) is accompanied by breaking into or out of the building(s) by actual visible and forcible means. The accommodation of paying guests, boarders or lodgers not exceeding 3 (three) in number shall not be deemed to be lending, letting or sub-letting of the building(s);
5. theft (or any attempt thereat) from any domestic outbuilding(s). If theft (or any attempt thereat) is not accompanied by breaking into or out of such domestic outbuilding(s) by actual visible and forcible means, cover is limited to R2 000 (two thousand rand) or 2% (two percent) of the sum insured stated in the Schedule, whichever is the greater;
6. leakage of oil from oil heaters, discharge or leakage from any fire extinguishing equipment, sprinkler or drenching system and/or installation;
7. acts of wild animal but limited to R10 000 (ten thousand rand) per event.

SUB-SECTION B – RENT

DEFINED EVENTS

Loss of rent actually incurred by the Insured as a result of the Insured's private dwelling being so damaged by any of the perils specified as to be rendered totally uninhabitable (or partially uninhabitable) but only for the period necessary for reinstatement and for an amount not exceeding 25% (twenty five percent) of the sum insured on the affected property.

DEFINITIONS

Insured property

1. contents whilst contained in the Insured's private residence and domestic outbuildings. If the contents of two or more of the Insured's private residences and their respective outbuildings are insured under this Section, the Terms, Limitations, Exceptions and Conditions contained in this Section shall apply separately to the contents of each of such private residences and their respective domestic outbuildings as if the contents of each of such private residences and their respective domestic outbuildings had been insured under a separate policy;
2. personal effects belonging to visitors of the Insured whilst such personal effects are contained in the Insured's private residence;

PROVIDED THAT:

1. such personal effects are not otherwise insured;
2. the Company's liability in respect of loss of or damage to personal effects of visitors shall not exceed R2 000 (two thousand rand) or 2% (two percent) of the sum insured stated in the Schedule, whichever is the greater;
3. personal effects belonging to any domestic employee in the full-time employment of the Insured whilst such personal effects are contained in the building;

PROVIDED THAT:

1. loss or damage by theft (or any attempt thereat) shall be excluded unless such theft (or any attempt thereat) is accompanied by breaking into or out of the buildings by actual, visible and forcible means;
2. the Company's liability in respect of loss of or damage to the personal effects of all employees shall not exceed R2 000 (two thousand rand) or 2% (two percent) of the sum insured stated in the Schedule, whichever is the greater.

Insured's private residence

The building of the Insured's private dwelling which is constructed and situated as stated in the Schedule.

Domestic outbuildings

The building(s) of all domestic rooms, private garages and private outbuildings being on the same premises as and used solely in connection with but not directly communicating with the Insured's private residence.

Buildings

The Insured's private residence and domestic outbuildings.

Stated premises

The premises on which the Insured's private residence is situated.

Contents

Household goods and personal effects of every description, including fixtures and fittings not belonging to the owner of the buildings, the property of the Insured or for which they are legally responsible.

SPECIFIC EXCEPTIONS

The Company will not be liable for loss of or damage to:

1. property more specifically insured;
2. any property, irrespective of whether it will be processed or not, which was obtained or is being obtained with the sole purpose of such property later being disposed of in a business transaction;
3. any property consigned under a bill of lading;
4. any property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini (formerly Swaziland), Zimbabwe and Malawi;

5. money, securities for money, deeds, bonds, bills of exchange, promissory notes, cheque, postal and money orders, negotiable and other documents of any kind, stamps of any kind (including inter alias stamp collections), manuscripts, rare books, medals and coins of any kind (including inter alias coin collections);
6. vehicles of any kind (including self-propelled gardening implements normally being controlled by a driver, quad bikes and motorcycles but excluding pedal cycles which are not mechanically or electrically driven/assisted) and any part (including any spare wheel, tool, spare part and accessory) of such vehicles whilst in or on or attached to such vehicles;
7. vessels or watercraft of any kind (including canoes) and any part (including any tool, spare part, accessory and outboard motor) thereof;
8. aircraft and other aerial devices of any kind and any part (including any tool, spare part and accessory) thereof;
9. animals and/or wild animals.

This section also does not cover:

1. any consequential or indirect loss or damage of any kind or description whatsoever, except loss of rent as expressly provided for;
2. any loss or damage or liability or claim directly or indirectly occasioned by or through or in consequence of subsidence or landslip unless specifically insured under this Section;
3. any loss, damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, police services, crime prevention units or any lawfully constituted officials or authorities;
4. any loss or damage resulting from any exchange, cash or credit sale agreement, including theft under false pretence and/or fraud.

The Company shall not be liable under this Section in respect of loss or damage for which provision is made in any guarantee or service contract or in any purchase or hire or lease or hire-purchase or financing agreement or any other agreement of whatever nature regarding the insured property or any part thereof.

CLAUSES AND EXTENSIONS

Subject otherwise to all the Terms, Exceptions and Conditions of this Section and all the Terms, Exceptions and Conditions (in so far as they can apply) of this Policy, this Section also covers the following:

Accidental breakage of mirrors and certain glass

The insurance under this Section is extended to include accidental breakage of mirrors or plate glass tops of furniture, not otherwise insured, glass forming part of a stove, oven or other article of furniture belonging to the Insured and which is inside the Insured's private residence;

PROVIDED THAT:

1. glass of television sets is excluded;
2. the condition of average does not apply to this Extension.

Accidental damage

The Company will pay up to R10 000 (ten thousand rand) per event for loss of or damage to contents whilst in the Insured's private residence or on the premises on which the aforesaid private residence is situated;

PROVIDED THAT:

the Company shall not be liable under this Extension for:

1. loss of or damage:
 - 1.1 which is payable under Sub-Section A - Property;
 - 1.2 due to depreciation or gradual causes such as wear and tear, rust, mildew, corrosion and decay;
 - 1.3 caused by household pests such as rodents, ants and moths or a cleaning, repairing or restoration process;
 - 1.4 of or to tools, gardening implements, garden furniture or automatic swimming pool apparatus;
 - 1.5 of or to portable computer equipment or cellular telephones;

2. damage to glass, glassware or other brittle articles due to cracking or scratching, unless caused by theft (or any attempt thereat) or fire (jewellery, cameras or fixed glass of television sets are not excluded);
3. the cost of reproduction or repair of data;
4. the first R350 (three hundred and fifty rand) in respect of each and every claim.

Cover whilst the contents are removed from the building(s)

If and in so far as the contents insured under this Section are not otherwise insured, this Section extends to cover such contents whilst removed from the Insured's private residence and domestic outbuildings but remaining within the territorial limits of the Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini (formerly Swaziland), Zimbabwe and Malawi, against loss or damage caused by:

1. any of the perils specified in Sub-Section A – Property whilst:
 - 1.1 in any private dwelling house or flat, hotel, inn, boarding house, club, nursing home, hospital, school or college or university or other similar educational institution, all the aforementioned in which the Insured may be temporarily residing at the time of the loss or damage;
 - 1.2 deposited for safe custody in any hotel, inn, boarding house, club (other than lock-up premises), bank, safe deposit, or furniture depository which is registered for the storage of goods;
 - 1.3 temporarily in the residential section of any occupied private dwelling;
 - 1.4 in the building of any:
 - 1.4.1 laundry or other trade for the purpose of making up, alteration, renovation, repair, cleaning or dyeing;
 - 1.4.2 office, business or trade where the Insured is employed;

PROVIDED THAT:

theft (or any attempt thereat) from any building mentioned in this Extension, must be accompanied by breaking into or out of such building by actual, visible and forcible means;

- 1.5 outside the Insured's private residence and domestic outbuildings but on the premises on which the Insured's private residence is situated. This Extension covers laundry, garden furniture, gardening implements (except gardening implements normally being controlled by a driver), gardening tools and automatic swimming pool cleaning apparatus;

PROVIDED THAT:

the liability of the Company under this Extension shall not exceed R1 000 (one thousand rand) or 2% (two per cent) of the sum insured stated in the Schedule, whichever is the greater. If the Insured is the tenant of the residence, the Insured's satellite dish which is installed on the premises is covered for the full replacement value;

2. any of the perils of fire, lightning, and explosion whilst in transit or temporarily elsewhere than the places mentioned in 1 above;
3. the peril of theft during the process of removal consequent upon permanent change of residence or whilst in transit to or from any bank, safe deposit, or furniture depository which is registered for the storage of goods;
4. the peril of theft from a vehicle;

PROVIDED THAT:

1. the vehicle was not left unattended and unlocked;
2. property which is insurable under "clothing and personal effects" the Personal All Risks section is excluded;
3. the Company's liability under shall not exceed R2 000 (two thousand rand) per event.

Fatal injury benefit

Following fatal injury to the Insured, the Insured's spouse, or any other member of the family or domestic employees of the Insured, sustained in the Insured's building(s) or on the Insured's premises by fire, lighting, explosion, animal and/or wild animal attack or attack by thieves, the Company will pay a benefit of R10 000 (ten thousand rand) per person;

PROVIDED THAT:

1. death ensues within 90 (ninety) days of such injury;
2. cover is limited to a maximum of 5 (five) persons per incident.

Fire extinguisher refill costs

The Company will pay for the reasonable and necessary cost incurred by the Insured in respect of the refilling of fire extinguisher appliances used following a fire or threat of fire at the insured property.

Flood and safeguard costs

Following an insured event, the Company will pay up to R20 000 (twenty thousand rand) per event for the reasonable and necessary cost to:

1. pump water out from the insured premises;
2. relocate movable property to alternative storage whilst the premises are being reinstated.

Loss of money

The Company will pay up to R1 500 (one thousand five hundred rand) per event for loss of or damage to the Insured's money whilst inside the Insured's private residence and caused by any of the perils specified under Sub-section A – Property. Theft of money must be accompanied by breaking into or out of the aforesaid private residence by actual, visible and forcible means.

Loss of or damage to the contents of refrigerators and deep freezers

The Company will pay up to R1 000 (one thousand rand) or 2% (two percent) of the sum insured stated in the Schedule, whichever is the greater, following the accidental spoiling of the contents of refrigerators or freezers (including freezing-rooms and cold stores) inside the Insured's buildings caused by a change in temperature, but excluding:

1. spoiling due to the intentional power-cut by any authority;
2. damage to the refrigerators or freezers (including freezing-rooms and cold stores).

Loss of water

The Company will pay up to R1 000 (one thousand rand) for any one incident, limited to an aggregate of R2 000 (two thousand rand) any one period of insurance, for:

1. charges for water loss through leakage from pipes on the Insured's property;
2. costs incurred to replace water from water tanks or reservoirs due to a Defined Event;

PROVIDED THAT:

the Insured takes immediate steps to repair the pipe(s) and/or tanks affected on discovery of leak and/or damage (by physical evidence or on receipt of an abnormally high water account).

This Extension does not cover:

1. the cost of repairs to leaking pipes;
2. loss of water as a result of leaking taps, water heating apparatus or toilet systems, from swimming pool structures or inlet or outlet pipes;
3. while the property is unoccupied for a period in excess of 60 (sixty) consecutive days;
4. more than two separate incidents in any 12 (twelve) month period;
5. the first R100 (one hundred rand) of each event.

Medical expenses benefit

The Company will pay up to R5 000 (five thousand rand) per person for medical expenses incurred, which are not otherwise covered or which can be covered under any medical insurance, for accidental bodily injury sustained by:

1. any person, excluding the Insured or a person in the Insured's service, caused directly by the Insured's domestic animal kept on the Insured's premises;
2. the Insured's guest or visitor, caused directly by a defect in the buildings or premises;
3. the Insured's domestic employee which results from and in the course of their service.

Temporary increase of the insured amount

The sum(s) insured for contents under this Section will be temporarily increased by 10% (ten percent) from 1 December to the 31 January.

SUB-SECTION C – LIABILITY

Subject otherwise to all the Terms, Exceptions and Conditions of this Section and all the Terms, Exceptions and Conditions (in so far as they can apply) of this Policy, this Section also covers the following arising during the period of insurance:

Tenant's Liability

In which case, the Company will indemnify the Insured against all sums for which the Insured, as tenant or occupant of the buildings and not as owner, shall become legally liable to pay as compensation in respect of:

1. loss of or damage to the rented or occupied buildings and/or fixtures and fittings therein, directly caused by:
 - 1.1 storm or tempest (but excluding loss or damage caused by flood) or bursting or overflowing of water tanks, water apparatus or water pipes;
 - 1.2 theft or any attempt thereat;
 - 1.3 fire or explosion;
 - 1.4 impact by animals and/or wild animals or vehicles;
 - 1.5 loss of or damage to keys, locks and remote control units;

PROVIDED THAT:

in respect of any one occurrence or series of occurrences arising out of or attributable to any one source or original cause the Company's liability shall not exceed R3 000 000 (three million rand) in all but only R1 000 (one thousand rand) in respect of keys and locks and remote controls;

2. accidental breakage, but only whilst the private residence forming part of the rented building(s) is furnished and occupied by the Insured in their capacity as tenant, of:
 - 2.1 glass in windows, skylights, doors, fanlights, greenhouses, conservatories and verandas;
 - 2.2 baths, wash basins, sinks, lavatory pans, cisterns, pedestals and splash backs (but excluding chipping, scratching and other disfiguration), all the aforesaid forming fixed parts of the buildings;
3. accidental damage to underground water, gas and sewerage pipes and underground electricity and telephone cables, all the aforesaid extending from the public mains to the buildings.

Legal liability to the public

In which case the:

1. Insured in their capacity as householder occupying the buildings; or
2. the Insured's personal legal representatives (in the event of the death of the Insured) in respect of liability incurred by the Insured, on condition, however, that such legal representatives shall as though they were the Insured observe, fulfil and be subject to the Terms, Exceptions and Conditions of this Section and of this Policy in so far as they can apply; and/or

will be indemnified by the Company against:

1. all sums which the Insured shall become legally liable to pay as compensation;

2. all costs and expenses of litigation:
 - 2.1 recoverable by any claimant from the Insured but on condition that such costs and expenses are in respect of a claim for compensation to which the indemnity afforded under this Extension applies and on condition further that such costs and expenses were incurred before the date on which the Company shall have paid or offered to pay either the full amount of the aforesaid claim or any lesser amount for which the aforesaid claim can be settled or the maximum amount for which the Company is liable under this Extension in respect of the aforesaid claim; or
 - 2.2 incurred by the Insured with the written consent of the Company;

in respect of:

1. accidental death of or bodily injury to or illness of any person other than a person:
 - 1.1 who is the Insured or who is a boarder, lodger and/or a paying guest of the Insured; or
 - 1.2 who is in the employment of the Insured if such death, bodily injury or illness arises out of and/or in the course of the employment of such person by the Insured; and/or
2. accidental physical loss of or damage to tangible property other than property belonging to or leased, let, rented, hired or lent to or held in trust by or in the charge or custody of or under the control of the Insured or a boarder, lodger and/or a paying guest of the Insured, or a person in the Insured's service occurring or arising on the stated premises;

PROVIDED THAT:

1. the liability of the Company under this "legal liability to the public" for all costs and expenses of litigation and all compensation payable (irrespective of the number of claimants claiming compensation) in respect of or arising out of any one occurrence or series of occurrences arising out of or attributable to any one source or original cause shall not exceed R3 000 000 (three million rand) per any one event;
2. the indemnity afforded under this "legal liability to the public" shall not apply to or include claims for compensation and costs and expenses of litigation in respect of:
 - 2.1 liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement;
 - 2.2 death of or bodily injury to or illness of any person or loss of or damage to property caused by or through or in consequence of or arising out of or incidental to or attributable to:
 - 2.2.1 the business, trade, occupation or profession of the Insured;
 - 2.2.2 the ownership or possession or use of lifts, elevators, escalators, cranes, vehicles of any kind (including inter alia trailers and caravan trailers but excluding pedestrian-controlled gardening implements), vessels or watercraft of any kind or aircraft and other aerial devices of any kind;
 - 2.2.3 the ownership or possession or use or handling of any firearms or air guns or any animals (other than dogs and cats);
 - 2.2.4 vibration or the removal or weakening of or interference with support to land, buildings or any other property;
3. the indemnity afforded under this "legal liability to the public" shall not apply to or include any fines or penalties or punitive, exemplary or vindictive damages, but on condition, however, that nothing contained in this proviso shall extend this section to cover any liability which would not have been covered under this section in the absence of this proviso;
4. the indemnity afforded under this "legal liability to the public" shall not apply to or include:
 - 4.1 claims for compensation and costs and expenses of litigation in respect of death or any injury, illness, loss or damage directly or indirectly caused by or through or in consequence of or arising out of or attributable to seepage, pollution or contamination. This proviso shall, however, not apply to claims for compensation and costs and expenses of litigation in respect of accidental death of or bodily injury to or illness of any person or accidental physical loss of or damage to tangible property where the aforesaid seepage, pollution or contamination is directly caused by a sudden unintended and unexpected happening;

- 4.2 any cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is directly caused by a sudden, unintended and unexpected happening.

On condition, however, that nothing contained in this proviso shall extend this section to cover any liability which would not have been covered under this section in the absence of this proviso;

5. the indemnity afforded under this “legal liability to the public” shall not apply to or include claims for compensation and costs and expenses of litigation in respect of death or any injury or illness attributable to a gradually operating cause which does not arise from a sudden and identifiable accident or event.

Legal liability to domestic employees

In which case the Insured, in their capacity as householder and on condition that the Insured is not entitled to indemnity under any other insurance, will be indemnified by the Company against:

1. all sums which the Insured shall become legally liable to pay as compensation;
2. all costs and expenses of litigation:
 - 2.1 recoverable by any claimant from the Insured but on condition that such costs and expenses are in respect of a claim for compensation to which the indemnity afforded under this Extension applies and that such costs and expenses were incurred before the date on which the Company shall have paid or offered to pay either the full amount of the aforesaid claim or any lesser amount for which the aforesaid claim can be settled or the maximum amount for which the Company is liable under this Extension in respect of the aforesaid claim; or
 - 2.2 incurred by the Insured with the written consent of the Company in respect of accidental death of or bodily injury to any domestic employee employed by the Insured on condition, however, that such death or bodily injury results solely and directly from an accident arising out of and in the course of the employment of such employee by the Insured;

PROVIDED THAT:

that the liability of the Company under this Extension for all costs and expenses of litigation and all compensation payable (irrespective of the number of claimants claiming compensation) in respect of or arising any one occurrence or series of occurrences arising out of or attributable to any one source or original cause shall not exceed R3 000 000 (three million rand).

SPECIFIC CONDITION

Replacement value and average

In the event of loss of or damage to the insured property by any of the perils insured against under this Section the basis upon which indemnity is to be calculated shall be the cost of replacing the lost or damaged property or part of it with similar new property, limited to the sum insured as stated in the Schedule.

If at the time of the commencement of any loss of or damage to the insured property by any of the perils insured against under this Section, the sum representing the cost which would have been incurred for reinstatement if the whole of the insured property had been damaged beyond repair exceeds the sum insured which is stated in the schedule, then the Insured shall be considered as being their own insured for the difference and shall be rateable share of the loss or damage accordingly. Every item, if more than one, shall be separately subject to this Provision.

The Company will afford indemnity under this Section by, at the Company's own option:

1. paying the value of the lost or damaged insured property to the Insured in cash; or
2. replacing the lost or damaged insured property; or
3. repairing the damaged insured property; or
4. applying any combination of the above.

For the purposes of this specific condition only, the personal effects of any domestic employee in the full-time employment of the Insured shall not be deemed to be insured property.

OPTIONAL CLAUSE AND EXTENSION (if stated in the Schedule to be included)**Subsidence and landslip (extended cover)**

1. This Section is extended to include loss of or damage to the insured property caused by subsidence or landslip of the land supporting the said insured property or heave thereof;

PROVIDED THAT:

such loss or damage is not caused by or does not arise from:

1. normal settlement, shrinkage or expansion of the land supporting the insured property;
 2. alterations, additions or repairs to the insured property;
 3. compaction or infill;
 4. defective or faulty design, materials or workmanship;
 5. excavations other than mining operations;
 6. contraction and or expansion of soil, clay or similar types or moist or damp;
 7. removal or weakening of support to the insured property.
2. The Company will not be liable for:
 - 2.1 loss of or damage to septic or conservancy tanks, drains, water courses unless the building(s) is damaged at the same time by the same event;
 - 2.2 consequential loss whatsoever;
 - 2.3 damage existing at commencement of cover.
3. The Insured will be responsible for the first 5% (five percent) of the claim minimum R5 000 (five thousand rand) of each and every occurrence giving rise to a claim.
4. If required the Insured must give proof that the loss or damage being claimed for was caused by subsidence, landslip or heave.

PERSONAL ALL RISK

DEFINED EVENTS

1. Loss of or damage:

- 1.1 to the whole or part of the property described in the Schedule belonging to the Insured whilst anywhere in the world by any accident or misfortune not otherwise excluded;
- 1.2 the Insured 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.

2. Losses as a result of remote blocking:

- 2.1 if the Insured can demonstrate through video surveillance footage (or any other conclusive proof) that an attempt was made to lock the vehicle using the vehicle remote but that the locking mechanism was blocked by thieves using an electronic device, such evidence will be deemed to satisfy the forcible and violent entry or exit requirement for any loss out of the cab or boot of the vehicle;

PROVIDED THAT:

1. cover shall only apply to property that is separately and individually specified in the Schedule;
 2. the Insured shall be responsible to pay the first amount payable as stated in the Schedule.
- 2.2 Where the Insured maintains that the vehicle was locked but no evidence of forcible and violent entry or exit from the vehicle exists, cover may be considered;

PROVIDED THAT:

1. the police case number is supplied to the Company;
2. cover shall only apply to property that is separately and individually specified in the Schedule;
3. after deduction of the first amounts payable in the Schedule, the liability of the Company is further restricted to the lesser of the sum insured shown in the Schedule or R25 000 (twenty five thousand rand) in respect of any one event;
4. the Insured shall be responsible for an additional first amount payable of 10% (ten percent) of the claim, minimum R1 000 (one thousand rand).

DEFINITIONS

Insured property

1. Unspecified property:

clothing and personal effects normally worn by or carried on one's person, or which often leaves the Insured's private residence, including sports equipment (whilst not in use) and groceries while being transported by the Insured from a place of purchase;

PROVIDED THAT:

1. The Company's liability will not exceed:
 - 1.1 in respect of any one item, 25% (twenty five percent) of the total limited stated in the Schedule;
or
 - 1.2 the limit stated in the Schedule any one event;
2. the Insured shall be responsible for the first amount payable stated in the Schedule for each and every claim.

The following items are not classified as unspecified property:

1. vehicle sound equipment;
2. laptops, palmtops, notebooks, iPads, Kindles and tablets and their accessories;
3. any telecommunication devices such as cell phones;
4. rare books, metals, unset precious stones, individual stamps or coins (including Kruger coins);
5. pedal-cycles;
6. sports equipment whilst in use;
7. property that is more specifically insured.

2. Specified property:

any item of property that is specifically listed in the Schedule.

Collectables

Collectables mean any item that is regarded as being of value or interest to a collector, for example firearms, stamps, coins and medal collections. The Company will pay up to the value set out in a recognised catalogue or pricelist as at the date of the loss or damage, or as determined by an independent specialist subject to these items being specified in the Schedule.

SPECIFIC EXCEPTIONS

The Company shall not be liable for:

1. loss of or damage to:
 - 1.1 vehicles, motorcycles, scooters, three-wheeled vehicles, quadbikes, motorised lawnmowers, golf carts, trailers, caravans, hang-gliders, aircraft (other than remote control aeroplanes/drones if specified) or pleasure craft or any equipment and accessories fitted thereto;
 - 1.2 remote-controlled aeroplanes/drones while in use or in flight;
 - 1.3 money, credit cards, debit cards, phone cards, deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, manuscripts or documents of any kind;
 - 1.4 cameras and photographic equipment used for business purposes or financial gain;
2. loss or damage that is caused by:
 - 2.1 flaws or defects, whether present when the item was new or discovered afterwards;
 - 2.2 fluctuations in atmospheric or climatic conditions, or the effects of light;
 - 2.3 any process of cleaning, dyeing or renovating;
 - 2.4 bursting, rusting, corrosion or deterioration;
 - 2.5 defective - design, specification, construction, workmanship or material of the insured property;
 - 2.6 lack of maintenance or upgrading;
 - 2.7 wear and tear or any other gradual deterioration;
 - 2.8 any type of virus or malware (harmful software such as viruses or Trojans);
 - 2.9 chipping, scratching, denting or breakage of porcelain or similar articles of a fragile nature;
 - 2.10 loss or damage while items are mailed or couriered unless specifically agreed by us in writing;
 - 2.11 theft from an unattended vehicle, except in the following instances:
 - 2.11.1 the vehicle itself is securely parked (for instance inside a locked building or behind locked gates); and
 - 2.11.2 there are clear signs of forcible and violent entry into the building or the premises; or
 - 2.11.3 the vehicle is locked, there are clear signs of forced entry and the item is out of view, for instance inside a locked boot, inside the glove compartment or under a seat;
 - 2.12 electrical, electronic or mechanical breakdown, unless accompanied or caused by other insured damage.

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, the Insured 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

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

1. 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
2. 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 the Insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

Items kept in a safety deposit box

If items are kept in a safety deposit box in a bank or private vault and stated in the Schedule as such, cover will only be valid if these items were actually in the safety deposit box in a bank or private vault at the time of loss, theft or damage. If these items were removed without notifying the Company, the Unspecified Property limit as stated in the Schedule will apply.

Pedal cycles

Theft of specified pedal-cycles is subject to the following conditions being met:

1. when left in an unattended vehicle:
 - 1.1 the vehicle must be locked; and
 - 1.2 there must be clear signs of forced entry;
2. when left unattended the pedal-cycle or any part thereof must be:
 - 2.1 locked away in a building; or
 - 2.2 securely locked to an immovable object, vehicle or trailer by a lock and cable, or chain; or
 - 2.3 locked inside a vehicle or trailer, and there must be clear signs of forced entry;
3. during an event, the pedal-cycle must be left in a designated secure area provided by an official organiser such as a club or accredited cycling body;
4. while the pedal-cycle, wheels or parts are in transit:
 - 4.1 these must be attached to a vehicle or trailer with a cable that is at least 12mm (twelve millimetres) in thickness with an integrated lock or a chain that is at least 12mm (twelve millimetres) in thickness with a closed-shackle padlock; or
 - 4.2 these must be locked inside a vehicle or trailer; or
 - 4.3 the Insured must have the pedal-cycle carrier securely bolted or locked to the vehicle or trailer and ensure that the frame and wheels of the pedal-cycle are secured to the pedal-cycle carrier with a cable that is at least 12mm (twelve millimetres) thick with an integrated lock or a chain that is at least 12mm (twelve millimetres) thick with a closed-shackle padlock;
 - 4.4 there must be clear signs of forced entry.

Safeguarding of jewellery and watches

All jewellery and watches valued over R25 000 (twenty five thousand rand), per item or per set, must be kept in a securely locked wall- or floor-mounted safe when not in use.

Valuation certificates

The Insured must provide the Company with a valuation certificate, not older than 5 (five) years from date of issue, obtained from a registered jeweller or valuator for all items of jewellery, watches and collectables in excess of R25 000 (twenty five thousand rand) per item or per set.

CLAUSES AND EXTENSIONS**Car radios**

If sound reproduction equipment (including 1 (one) tape, compact disc or other storage device for sound such as but not limited to a USB memory stick) fitted in a motor vehicle is described in the Schedule to be included Specific Exception 1.1 does not apply to that item.

Collections**1. Stamps (if specified in the Schedule to be included)**

- 1.1 the Company will only be liable if one or more completed pages of the collection are lost or damaged;
- 1.2 the company's liability for any one stamp will not exceed two-thirds of the value stated in any current recognised catalogue up to R7 500 (seven thousand five hundred rand) any one stamp.

2. Coins (if specified in the Schedule to be included)

the company will not be liable for:

- 2.1 current coins;
- 2.2 more than R7 500 (seven thousand five hundred rand) for any one coin.

Contents of caravan and/or luggage trailer (if specified in the Schedule to be included)

- 1. property insured means household goods belonging to the Insured or for which they are responsible while in the caravan or attached side tent and/or luggage trailer;
- 2. the Company will not be liable for:
 - 2.1 theft of property insured while the caravan or side tent is unoccupied unless there is forcible and violent entry;
 - 2.2 theft of property insured out of luggage trailers unless there is forcible and violent entry;
 - 2.3 more than R1 000 (one thousand rand) or 25% (twenty five percent) of the sum insured, whichever is the greater, for any one article;
 - 2.4 the permanent fixtures and fittings of the caravan;
 - 2.5 stamp and/or coin collections, money, documents, jewellery, furs or any article more specifically insured;
 - 2.6 loss or damage caused by fraud or dishonesty by any person to whom the caravan and/or luggage trailer is on loan or hire.

Household goods in transit

Cover in terms of Unspecified Property (as defined) is extended to include theft of household goods, belonging to the Insured and in their custody or control, whilst in transit.

Pairs and sets

Following loss or damage, the Company will not pay more than the proportionate value of any article that is part of a pair or set. Therefore, for example, if one earring is lost the Company will only pay to replace that earring and not the set.

IMPORTANT INFORMATION

For information purposes only – the following does not form part of your insurance contract.

1. You must be informed of any material changes to the details of the Intermediary and us.
2. We may not cancel your policy merely by informing your Intermediary. There is an obligation to make sure the notice has been given to you as required by law.

WARNING

3. Do not sign any blank or partially completed application forms.
4. Complete all forms in ink.
5. Keep all documents handed to you.
6. Make notes as to what is said to you.
7. Don't be pressurised to buy this Policy.
8. Incorrect information or non-disclosure by you may impact on any claims arising from your contract of insurance.

COMPLAINTS PROCEDURE

9. If you have a complaint about the service or the advice you received from your Intermediary, please contact:

Please see disclosure notice attached to the Policy Schedule.

10. If you have a complaint about this Policy or the service you received from us, please contact:

Please see disclosure notice attached to the Policy Schedule.



JVC

INSURANCE BROKERS

JVC Insurance Brokers (Pty) Ltd is an authorised Financial Services Provider
Company Reg. No. 2018/433216/07
FSP. No. 17238

Tel: (011) 475 9250 | Email: jvc@jvcinsurance.co.za
Unit C21, Blueberry Office Park, Apple Street, Randpark Ridge, 2156

www.jvcinsurance.co.za

Holland.

Underwritten by The Holland Insurance Company Limited (Reg. No. 1952/003004/06),
a Licensed Non-Life Insurer and an authorised Financial Services Provider