OLDMUTUAL

MULTISURE POLICY WORDING

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Reference is made in the Schedule only to those sections shown in this Index that are included and Policy wordings are attached in respect of those Sections only.

The number of pages in each included Section is shown at the foot of each page of such Section. In addition, each Section Schedule makes reference to the relevant Section and General Section wording that applies to that Section. Please check to ensure that all correct pages of all included Sections are contained in this document.

At Renewal or revision, Policy wordings will not be reissued. This Schedule will be updated and reissued as necessary together with any Section Schedule which may have changes.

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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, Old Mutual Insure Limited ("the Company") agrees to indemnify or compensate the Insured by payment or, at the option of the Company, by replacement, reinstatement or repair in respect of the Defined Events occurring during the Period of Insurance and as otherwise provided under the within Sections up to the Sums Insured, Limits of Indemnity, Compensation and other amounts specified.

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

These General Exceptions, Conditions and Provisions shall apply in all respects to the insurance granted by this Policy except as they may be varied by any Specific Exception, Condition or Provision in any Section, Specification or Annexure to any Section or endorsement thereto.

The colours, headings and titles in this Policy are for ease of reference only and the entire Exception, Condition, Provision, Extension, Limitation or Clause must be read to get its full meaning.

Unless the context clearly indicates otherwise, each pronoun herein shall be deemed to include the masculine, feminine, neuter, singular and plural forms thereof

Sometimes policy wording is quite technical and may be difficult to understand. Please use the following URL address to access a handy guide that explains the more complex concepts.

https://www.oldmutual.co.za/business/goals/run/multisure

General Exceptions

1 Asbestos

[Applicable to the Broadform Public Liability Section the Directors' and Officers' Liability Section, the Employers Liability Section, the Employment Practices Liability Section, the Extended Personal Legal Liability Section, the Personal Liability Section, the Public Liability Section, the Umbrella Liability Section, Sub-Section D (Liability) of the Buildings Combined Section, Sub-Section D: (Property Owner's Liability) of the Houseowners Section and Extensions 17 (Liability to the Public) and 32 (Tenants Liability) of the Householders Section]

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

2 Communicable Disease

2.1 Notwithstanding any Provision of this Policy including any Exclusion, Exception or Extension or insuring Provision, or any Provision which would otherwise override a General Exception, this Policy does not cover loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2.2 Subject to the other Terms, Conditions and Exclusions contained in this Policy, this Policy will cover loss, damage, liability, cost or expense directly caused by, resulting from, or arising out of physical loss and/or physical damage to Property Insured under this Policy and any Time Element Loss directly resulting therefrom where such physical loss and/or physical damage is

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directly occasioned by otherwise covered perils under this Policy and not otherwise excluded under this Policy

2.3 If the Company alleges that, by reason of this Exception, loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on the Insured

2.4 Definitions

2.4.1 Communicable Disease

Communicable Disease shall mean

any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

2.4.1.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

2.4.1.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

2.4.1.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

2.4.2 Time Element Loss

Time Element Loss shall mean

business interruption, contingent business interruption or any other consequential losses.

3 Cyber losses

3.1 Notwithstanding any Provision of this Policy including any Exclusion, Exception or Extension or insuring Provision, or any Provision which would otherwise override a General Exception, this Policy does not cover loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

3.1.1 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 paragraph 3.2;

3.1.2 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 paragraph 3.2.

3.2 Subject to the other Terms, Conditions and Exclusions contained in this Policy, this Policy will cover:

3.2.1 loss, damage, liability, cost or expense directly caused by, resulting from, or arising out of physical loss and/or physical damage to Property Insured under this Policy and any Time Element loss directly resulting therefrom;

3.2.2 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. 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.

3.3 Definitions

3.3.1 Computer System

Computer System shall mean

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any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

3.3.2 Data

Data shall mean

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.

3.3.3 Time Element Loss

Time Element Loss shall mean

business interruption, contingent business interruption or any other consequential losses.

3.3.4 Data Processing Media

Data Processing Media shall mean any Property Insured by this Policy on which data can be stored but not the data itself.

4 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, law enforcement, crime prevention units or other officials or authorities.

5 National Electricity Grid Interruption

Notwithstanding any Provision of this Policy, including any Exclusion, Exception, Extension, insuring Provision, or any Provision which would otherwise override this General Exception, this policy does not cover any loss, damage, claim, cost, expense or other sum of any nature, including any consequential losses in terms of any section of this policy, that is directly or indirectly caused by, attributable to, in consequence of, resulting from, arising out of, following, or in any way in connection with a National Electricity Grid Interruption.

National Electricity Grid Interruption means an interruption or suspension of the electricity supply from the national electricity grid of South Africa concurrently for whatsoever reason, whether due to damage, an inability and/or failure (whether partial or total) of the utility supplier to generate, transmit or distribute electricity, or otherwise.

6 Nuclear

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:

6.1 ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;

6.2 nuclear material, nuclear fission or fusion, nuclear radiation;

6.3 nuclear explosives or any nuclear weapon;

6.4 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.

7 Sanctions

The Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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8 Theft by false pretences and fraud

(Not applicable to the Fidelity Guarantee Section)

This Policy does not cover loss or damage resulting directly or indirectly from or in connection with any actual or purported exchange, cash or credit sale agreement including theft by trickery, false pretences and/or fraud.

9 War, riot and terrorism

9.1 This Policy does not cover loss of or damage to property related to or caused by:

9.1.1 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 aforegoing;

9.1.2 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;

9.1.3 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;

9.1.4 insurrection, rebellion or revolution;

9.1.5 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;

9.1.6 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;

9.1.7 any attempt to perform any act referred to in clause 9.1.5 or 9.1.6 above;

9.1.8 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause 9.1.1, 9.1.2, 9.1.3, 9.1.4, 9.1.5, 9.1.6, or 9.1.7 above.

If the Company alleges that, by reason of clause 9.1.1, 9.1.2, 9.1.3, 9.1.4, 9.1.5, 9.1.6, 9.1.7 or 9.1.8 of this Exception, loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on the Insured.

9.2 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.

9.3 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 9.3 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 or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof.

If the Company alleges that, by reason of clause 9.3 of this Exception, loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on the Insured.

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General Conditions

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

1 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 (annual) Period of Insurance (being the period of twelve consecutive months from the Inception date or Anniversary date), 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.

2 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.

3 Cancellation or changing the Terms of the Policy

3.1 This Policy or any Section or Item may be cancelled at any time by

3.1.1 the Insured giving the Company immediate notice

3.1.2 the Company giving 31 days' notice in writing (or such other period as may be mutually agreed).

3.2 On cancellation by the Insured, the Company shall be entitled to retain the customary short period or minimum Premium for the period the Policy or Section has been in force. On cancellation by the Company, the Company shall refund to the Insured a pro rata proportion of the Premium for the remainder of the Period of Insurance from the date of cancellation, subject to General Condition 1 (Adjustment of Premium)

3.3 The Insured may ask the Company to change the Policy at any time. Any change that the Company agrees to in writing will apply from the time and date of such agreement.

3.4 The Company may change the Terms, Conditions and Exclusions of this Policy by giving the Insured 31 days' notice in writing by fax, post or email to the last known address or contact details of the Insured that the Company has.

4 Claims

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

4.1.1 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

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

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

4.1.4 give the Company such proof, information and sworn declarations as the Company may require and forward to the Company immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the Insured in connection with the event giving rise to the claim.

4.2 No claim (other than a claim under the Business Interruption, Fidelity Guarantee, Stated Benefits or Group Personal Accident Sections or the Personal Accident (Assault) Extension under the Money Section, if applicable) shall be payable after the expiry of 24 months or such further time as the Company may allow from the happening of any event unless the claim is the subject of pending legal action or is a claim in respect of the Insured's legal liability to a third party.

4.3 No claim shall be payable unless the Insured claims payment by serving legal process on the Company within 12 months of the rejection of the claim in writing and pursues such proceedings to finality.

4.4 If, after the payment of a claim in terms of this Policy in respect of lost or stolen property, the property (the subject matter of the claim) or any part thereof is located, the Insured shall render all assistance in the identification and physical recovery of such property if called on to do so by the Company, provided that the Insured's reasonable expenses in rendering such assistance

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shall be reimbursed by the Company. Should the Insured fail to render assistance in terms of this Condition when called upon to do so, the Insured shall immediately become liable to repay to the Company all amounts paid in respect of the claim.

5 Collective insurances

If this insurance is a collective insurance, then-General Condition 4.1.4 is substituted by the following:

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

and General Condition 6 (Company's rights after an event) is substituted by the following:

6 Insurer's rights after an event

6.1 On the happening of any event in respect of which a claim is or may be made under this Policy the leading Insurer and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the Insurers to rely upon any Conditions of this Policy,

6.1.1 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

6.1.2 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.

6.2 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.

6.3 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.

6 Company's rights after an event

6.1 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,

6.1.1 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

6.1.2 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.

6.2 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.

6.3 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

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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

7 Continuation of cover (where Premium is payable by bank debit order or by transmission account)

The Premium is due in advance and, if it is not received by the Company by due date, this Policy shall be deemed to have been cancelled at midnight on the last day of the preceding Period of Insurance unless the Insured can show that failure to make payment was an error on the part of his bank or other paying agent.

Due date will be the first day of every calendar month where Premium is payable monthly, and the first day of each

7.1 third

7.2 sixth or

7.3 twelfth

calendar month following inception where Premium is payable quarterly, half-yearly or annually.

If the Company does not receive the Premium by the payment due date, the Company will debit the unpaid Premium again at the next payment due date. If the Company is able to collect both Premiums, the Policy will remain in force. If the Company is unable to collect both Premiums, the Policy will be cancelled automatically from the due date of the first unpaid Premium.

If the Insured puts a stop payment on the Premium payment, the Policy will be cancelled automatically from the due date of the stopped Premium.

8 Due observance

The due observance and fulfilment of any of the Provisions of this Policy that require anything to be done or complied with by the Insured and the truth of the answers and statements in the information supplied by the Insured or on his behalf are precedent to any liability of the Company in respect of any claim made by the Insured under this Policy.

9 Fraud

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

10 Jurisdiction

This Policy will be governed by the laws of the Republic of South Africa, whose courts shall have jurisdiction in any dispute arising hereunder.

11 Misrepresentation, misdescription and non-disclosure

Misrepresentation, misdescription or non-disclosure in any material particular shall render voidable the particular Item, Section or Sub-Section of the Policy, as the case may be, affected by such misrepresentation, misdescription or non-disclosure.

12 No rights to other persons

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

13 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.

14 Prevention of loss, maintenance compliance and access to Insured Property

14.1 The Insured shall take all reasonable steps to prevent loss by

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14.1.1 safeguarding and protecting the Insured Property

14.1.2 preventing accidents or losses and minimise loss, Damage or liability;

14.2 The Insured shall take all reasonable steps to maintain all Property in a condition that will prevent damage from occurring or will reduce the amount of damage in the event of the operation of a peril;

14.3 The insured shall endeavour to comply with all of those laws, regulations, by-laws or rules applicable to the business.

Where such failure to comply is material to a claim the Company may, at its discretion, reject the claim;

14.4 From time to time, the Company may, at its discretion, wish to inspect or examine the Property Insured.

14.4.1 The Insured shall allow a duly authorised representative of the Company to inspect and examine all Property Insured by this Policy at any reasonable time and the Insured shall provide all relevant details and information relating of the Property insured at the request of the authorized representative of the Company.

14.4.2 Following any inspection or examination of the Property Insured by the Company the Insured shall at all times ensure that all risk improvement requirements identified and stipulated by the Company are adhered to within the required timeframes.

14.4.3 Notwithstanding the inspection or examination carried out by the Company, the requirements of 14.1, 14.2 and 14.3 still apply.

15 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 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.

General Provisions

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

1 Claims preparation costs

The insurance provided 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 4 (Claims) or to substantiate the amount of any claim, provided that the liability of the Company for such costs in respect of any one claim shall not exceed, in respect of a particular Section, 10% of the Sum Insured or Limit of Indemnity on the item affected subject to a maximum of R5 000, plus any amount stated in the Schedule to each Section against an item for additional claim preparation costs.

This Provision specifically does not cover expenses incurred for the services of any public adjuster.

2 Consent to disclose

The Insured

2.1 acknowledges that the sharing of insurance information for underwriting and claims purposes (including credit information) between insurers is in the public interest as it enables insurers to underwrite policies and assess risks fairly and to reduce the incidence of fraudulent claims with a view to limiting premium.

2.2 on behalf of the Insured and of any person represented by the Insured herein, hereby waives their right to privacy with regard to underwriting or claims information (including credit information) provided by the Insured or provided by another person on the Insured's behalf in respect of any insurance policy or claim made or lodged by the Insured.

2.3 acknowledges that the insurance information provided by them may be stored in the shared database and used as set out above.

2.4 consents to such information being disclosed to any other insurance company or its agent.

2.5 acknowledges and agrees that the information may be verified against legally recognised sources or databases.

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3 Excess

Except where provided for specifically in any Section, the amount payable under this Policy for each and every loss, damage or liability shall be reduced by the Excess shown in the Schedule for the applicable Defined Event, Clause, Extension or Limitation. Unless otherwise stated, Excesses are not cumulative and apply in respect of every occurrence (or series of occurrences arising out of one event) giving rise to a claim.

Where more than one item is the subject of a claim arising out of any one event (or series of events arising out of one original cause or source) and where such items have separate Excesses, only one Excess will be borne by the Insured. This Excess shall be calculated as follows:

3.1 where the Excesses are stated as fixed currency amounts per item, only the amount of the item with the highest Excess will be used once for the entire claim.

or

3.2 where the Excesses are based on a percentage of the claim or Sum Insured, the Excess will be calculated individually for each affected item. Where however such Excesses of each item stipulate that the result is subject to a minimum amount, only one minimum amount will be used and it will be the amount of the item with the highest minimum.

If the total amount of any loss exceeds the Sum Insured / Limit of Indemnity / Compensation for the relevant Item or Section, the applicable Excess will be deducted from the loss and then the relevant Sum Insured / Limit of Indemnity / Compensation stated in the Schedule will be applied.

4 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.

5 Liability under more than one Section

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

6 Meaning of words

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

7 Members

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

8 Payments on account

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

9 Premium payment

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

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

10 Refund of Premium (applicable where Premium is payable quarterly, half-yearly or annually)

Notwithstanding General Condition 15 (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)), if there is a total loss of an insured item during the Period of Insurance, no refund of Premium shall be allowed for the unexpired Period of Insurance from the date of the loss or damage. Should any such item be replaced by the Company, a full pro rata Premium for the unexpired period shall become payable by the Insured.

11 Schedule Sums Insured blank

If, in a Schedule of this Policy, the Sum Insured, Limit of Indemnity or Compensation is:

11.1 left blank or has no monetary amount stipulated against it

11.2 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.

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12 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.

13 Suppliers and manufacturers guarantees and warranties

In the event of loss or damage by a defined event to Insured Property which is still the subject of a supplier's or manufacturer's guarantee or warranty, the repair, replacement or reinstatement of such property shall, subject to the basis of indemnification of each Section, include everything reasonably necessary to preserve all benefit under such residual guarantee or warranty, provided that the total amount recoverable shall not exceed the Sum Insured or Limit of Indemnity of the particular Section or Item as the case may be.

14 Value Added Tax

All monetary amounts stated in this Policy such as Sums Insured, Limits of Indemnity and Premiums are deemed to be Value Added Tax (VAT) inclusive amounts. Excesses are not subject to VAT.

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ACCIDENTAL DAMAGE

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this Section unless specifically otherwise indicated:

1 Insured Property

shall mean any tangible property belonging to the Insured or held in trust or on commission for which they are responsible other than

1.1 current coin (including Krugerrands and similar coins), bank and currency notes, travellers and other cheques, money and postal orders, current unused postage, revenue and holiday pay stamps, credit card vouchers, and other certificates, documents or instruments of a negotiable nature

1.2 furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art

1.3 property in transit by air, inland waterway or sea

1.4 railway locomotives, rolling stock and other railway property, aircraft, watercraft, mechanically or electrically propelled vehicles, motor cycles, mobile plant, caravans and trailers

1.5 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

1.6 electronic data-processing equipment and external data media (punch cards, tape disks and the like) and the information they contain

1.7 property in the course of construction, erection or dismantling including materials or supplies related thereto

1.8 property in the possession of customers under lease, rental, credit or suspensive sale agreements

1.9 glass, china, earthenware, marble and other fragile or brittle objects

unless stated in the Schedule to be insured.

Defined Events 1

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 and Machinery Breakdown) listed in the Index of this Policy.

The amount payable for all loss or damage arising out of one original cause or source shall not exceed the sum stated

and

notwithstanding General Condition 13 (Other Insurance), 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 Altering or cleaning

loss of or damage to Insured Property caused by altering, bleaching, cleaning, dyeing, manufacture, repair, restoring, servicing, renovating, testing or any other work thereon;

2 Breakdown, derangement or power surge

loss of or damage to Insured Property caused by breakdown, electrical, electronic and/or mechanical derangement or power surge;

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3 Chemicals or liquids

3.1 loss of or damage to chemicals, oils, liquids, fluids, gases or fumes due to leakage or discharge from its container;

3.2 loss or damage resulting from leakage or discharge of chemicals, oils, fluids, gases or fumes;

4 Collapse

collapse of plant and machinery, buildings and structures (other than shelving or storage platforms);

5 Denting or chipping

loss of or damage to Insured Property caused by denting, chipping, scratching or cracking not affecting the operation of the item;

6 Failure of supplies of water etc.

failure of and/or the deliberate withholding and/or lack of supplies of water, steam, gas, electricity, fuel or refrigerant;

7 Fault or defect

loss of or damage to Insured Property caused by 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;

8 Fraud

loss of or damage to Insured Property resulting from or caused by or in connection with the dishonesty of any principal, partner, director or employee of the Insured whether acting alone or in collusion with others;

9 Overheating

loss of or damage to Insured Property caused by overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure. This exception applies only to vessels, pipes, tubes or similar apparatus;

10 Pair or set

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;

11 Perils and circumstances otherwise excluded

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 amount payable under any claim due to the application of Average;

12 Settlement or bedding down

settlement or bedding down, landslip, ground heave or cracking of structures or the removal or weakening of support to any Insured Property;

13 Termites, insects or vermin

loss of or damage to Insured Property caused by termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions or the action of light;

14 Unexplained disappearance

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.

Defined Events 2 (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 or apparatus of chemicals, oils, liquids, fluids, gases or fumes (including loss of such chemicals, oils, liquids, fluids, gases or fumes) other than loss or damage resulting from wear and tear or other gradually operating causes of the tanks, pipes or apparatus.

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Clauses, Extensions and Limitations

1 Additional costs clause

In respect of buildings, plant and machinery insured, the Sum Insured includes

1.1 any costs incurred, due to the necessity to comply with building or other regulations of any public authority, in repair or reinstatement following a Defined Event, provided that such costs do not include

1.1.1 costs for which notice had been served on the Insured prior to the Defined Event

1.1.2 costs connected with undamaged property or undamaged portions of property

1.1.3 rates, taxes, duties, development and other charges payable under the said regulations due to capital appreciation of the Insured Property

1.2 fees for the examination of municipal or other plans

1.3 costs incurred in the necessary demolition, removal of debris (including undamaged contents) and the erection and maintenance of hoardings during demolition and rebuilding

1.4 the professional fees of architects, quantity surveyors and other consultants

and the Sum Insured on all Insured Property includes

1.5 charges levied by any authorised fire brigade for their services

but the Company shall not be liable under 1.1, 1.2 or 1.4 unless the lost or damaged property is replaced or reinstated without undue delay nor under 1.4 for any expenses in connection with the preparation of the Insured's claim.

Further, the Company shall not be liable under 1.3 for any costs or expenses

1.6 incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site

1.7 arising from pollution or contamination of property not insured by this policy/Section.

2 Average clause (if stated in the Schedule to be included)

If, on the occurrence of a Defined Event, the total 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 clause.

3 Excluded property (if stated in the Schedule to be included)

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

4 First loss Average (if stated in the Schedule to be included)

If, on the occurrence of a Defined Event, the Total Value of the Insured Property does not exceed the sum stated in the Schedule then this insurance shall be declared free of Average, but if the Total Value of such property is greater than the aforementioned sum, the Insured shall be considered 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 sum shall bear to the total value not exceeding in all the Sum Insured

5 Mortgagee / financier clause

The interest of any mortgagee / financier in the insurance under this Section shall not be prejudiced by any act or omission on the part of the Insured whereby the risk of loss or damage is materially increased without the mortgagee's / financier's knowledge. The mortgagee / financier 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.

6 Railway and other subrogation clause

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.

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7 Reinstatement (if stated in the Schedule to be included)

The basis upon which the amount payable is to be calculated following a Defined 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

7.1 the work of replacement or reinstatement (which may be carried out on another site and in any manner suitable to 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 that would have been payable if this clause had not been incorporated in this Section shall be made

7.2 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

7.3 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 a Defined 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

7.4 this clause shall not apply if

7.4.1 the Insured fail to intimate to the Company within six months of the Defined Event or such further time as the Company may allow in writing their intention to replace or reinstate the lost or damaged Insured Property

7.4.2 the Insured are unable or unwilling to replace or reinstate the lost or damaged Insured Property on the same or another site.

8 Restricted cover clause

The insurance in respect of documents, manuscripts, business books, plans, designs, patterns, models, moulds and computer system records is limited to the value of the materials and the cost of labour for recreating and excludes any expenses in connection with the production of any information contained therein or the value of such information to the Insured.

9 Tenants clause

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

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ACCOUNTS RECEIVABLE

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this Section unless specifically otherwise indicated:

1 Outstanding Debit Balances

shall mean the total declared in the statement last given under the provisions of clause 3 (Declarations Clause) adjusted for

1.1 bad debts

1.2 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

1.3 any abnormal condition of trade which had or could have had a material effect on the business

so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the Damage had the Damage not occurred.

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 it.

Provided that the liability of the Company shall not exceed the Sums Insured stated in the Schedule and that the basis of indemnity will be as set out in the Specification which forms part of this Section.

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

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.

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Specific exceptions

The Company will not pay for:

1 Wear and tear etc.

loss resulting from Damage to the books of account or other business books or records caused by wear and tear or gradual deterioration or moths or vermin

2 Electrical, electronic or magnetic Injury

loss resulting from Damage to the books of account or other business books or records caused by 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.

3 Fraud or dishonesty

loss caused by fraud or dishonesty of any principal, director, partner or employee of the Insured.

Clauses, Extensions and Limitations

1 Accountants Clause

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.

2 Adjustment Clause

In consideration of the Premium under this Section being provisional in that it is calculated on 75 per cent of the Sum Insured, the Premium will be adjusted as follows:

On the expiry of each (annual) period of insurance (being the period of twelve consecutive months from the inception date or anniversary date), the actual Premium shall be calculated at the rate per cent per annum on the average amount insured, i.e. the total of the sums declared divided by the number of declarations. If the actual Premium is greater than the provisional Premium, the Insured shall pay the difference. If it is less, the difference shall be repaid to the Insured, but such repayment shall not exceed 33⅓ per cent of the provisional Premium paid.

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

3 Declarations Clause

The Insured shall, within 60 days of the end of each month or other agreed period, deposit with the Company 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.

4 Duplicate Records Clause (if stated in the Schedule to be included)

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

5 Protections Clause (if stated in the Schedule to be included)

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

6 Riot and Strike (excluding Damage occurring in the Republics of South Africa and Namibia) Extension (if stated in the Schedule to be included)

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein, this Section is extended to cover Damage directly occasioned by or through or in consequence of:

6.1 civil commotion, labour disturbances, riot, strike or lockout;

6.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 6.1 above;

provided that this Extension does not cover:

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6.1 Damage occurring in the Republics of South Africa and Namibia;

6.2 consequential or indirect Damage of any kind or description whatsoever, other than loss of rent if specifically insured;

6.3 Damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;

6.4 Damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

6.5 Damage related to or caused by any occurrence referred to in general exception 9.1.2, 9.1.3, 9.1.4, 9.1.5, 9.1.6 or 9.1.7 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 alleges that, by reason of provisos 6.1, 6.2, 6.3, 6.4 or 6.5, Damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

7 Transit Extension (if stated in the Schedule to be included)

The insurance under this Section includes Damage to the Insured's books of account or other business books or records whilst in transit to or from the premises or residence of any director, partner, employee or accountant of the Insured.

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BROADFORM PUBLIC LIABILITY

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this Section unless specifically otherwise indicated:

1 Damage

shall mean loss of possession or control of or actual damage to tangible property or interference with servitude or right of access or other infringement of real or personal rights to the use of property

2 Injury

shall mean death, bodily injury, illness or disease, mental injury of or to any person

3 Negligent Advice

shall mean incorrect or inadequate advice or information of a technical nature given in the promotion of the Insured's Products or services but not where such advice or information:

3.1 is given in exchange for a fee or similar consideration, or

3.2 is an essential part of a revenue earning activity of the Insured.

4 Product

shall mean any tangible property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured, but shall not mean food and drink supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit.

5 Pollution

shall mean the emission, discharge, dispersal, disposal, seepage, release or escape of any liquid, solid, gaseous or thermal irritant, contaminant or pollutant into or upon land, the atmosphere or any water-course or body of water or the generation of smells, noises, vibrations, light, electricity, radiation, changes in temperature or any other sensory phenomena, but not fire or explosion

6 Vehicle

shall mean any land vehicle or trailer (including any machinery or apparatus attached thereto) whether or not subject to vehicle registration or whether or not self-propelled including locomotives and rolling stock.

Defined Events

Injury, Damage or loss as hereinafter provided for in the elected insuring Sub-Sections and Extensions for which the Insured shall become legally liable in accordance with the law of any country but not in respect of any judgement, award, payment or settlement made within countries which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part.

The indemnity provided herein applies only to claims first made against the Insured during the Period of Insurance and arising out of the business specified in the Schedule.

Indemnity Limits

The Company's total liability to pay compensation, claimants' costs, fees and expenses and defence costs shall not exceed the Limits of Indemnity stated in the Schedule. The Limit of Indemnity shall be the maximum amount of the Company's liability in respect of all claims arising out of one original cause.

In the event of any one originating cause giving rise to a claim or series of claims which form the subject of indemnity by more than one Sub-Section of this Section, each Sub-Section shall apply separately and be subject to its own separate Limit of Indemnity provided always that the total amount of the Company's liability shall be limited to the greatest Limit of Indemnity under any one of the Sub-Sections affording indemnity for

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the claim or series of claims. All limits stated are payable in excess of the Excess applicable to the relevant claim.

Sub-Section A - Public liability

1 Sub-Section A - Indemnity

The Insured is indemnified by this Sub-Section in respect of Injury or Damage but not against claims for and/or arising out of:

1.1 Pollution

1.2 any Product

1.3 Negligent Advice.

2 Sub-Section A - Exceptions

This Sub-Section does not cover liability for claims arising out of:

2.1 Aircraft, watercraft or hovercraft

the ownership possession or use by or on behalf of the Insured of any aircraft watercraft or hovercraft (other than watercraft not exceeding five metres in length and then only whilst on inland waterways)

2.2 Airports, airstrips or helicopter pads

the ownership, hire, leasing or operation of any airport, airstrip or helicopter pad by or on behalf of the Insured other than airstrips and helicopter pads which are not equipped with control tower operation.

2.3 Legislation controlling the possession or use of Motor Vehicles

liability which is the subject of statutory or similar legislation controlling the possession or use of Motor Vehicles or trailers and in respect of which liability: -

2.3.1 the Insured is compelled to effect insurance or otherwise furnish security, or

2.3.2 the state or other governmental authority has accepted responsibility

2.4 Property owned by the Insured or in their custody or control

Damage to property owned leased or hired by or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control other than:

2.4.1 premises (or the contents thereof) temporarily occupied by the Insured for work therein or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for Damage to the part of the property on which the Insured is working and which arises out of such work)

2.4.2 employees' and visitors' clothing and personal effects

2.4.3 premises tenanted by the Insured to the extent that the Insured would be held liable in the absence of any specific agreement

2.4.4 property belonging to any rail service provider or any government or quasi government department, provincial administration, municipality or similar body whilst on any premises permanently occupied by the Insured

2.5 Vehicles

the ownership possession or use by or on behalf of the Insured of any Vehicle, other than claims:

2.5.1 caused by the use of:

2.5.1.1 any tool or plant forming part of or attached to or used in connection with any Vehicle

2.5.1.2 any Vehicle as a tool of trade

2.5.1.3 a trailer which is not attached to nor has accidentally become detached from a motor Vehicle

2.5.2 arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any Vehicle

2.5.3 for Damage to any bridge, weighbridge, road or anything beneath caused by the weight of any Vehicle or of the load carried thereon

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2.5.4 arising out of any Vehicle temporarily in the Insured's custody or control for the purpose of parking

2.5.5 arising out of the possession or use by the Insured of any Vehicle belonging to any rail service provider or any government or quasi government department, provincial administration, municipality or similar body whilst on any premises permanently occupied by the Insured

2.5.6 which form the subject of Extensions covering employers liability

2.5.7 arising out of Damage to premises occupied (but not owned) by the Insured

Sub-Section B - Pollution liability

1 Sub-Section B - Indemnity

The Insured is indemnified by this Sub-Section against claims for Injury or Damage arising out of Pollution but only to the extent that it can be proved that such Pollution

1.1 was the direct result of a sudden specific and indemnifiable event occurring during the Period of Insurance

1.2 was not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution.

The amount payable under this Sub-Section, 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 (being the period of twelve consecutive months from the Inception Date or Anniversary Date), shall not exceed in the aggregate the limit of indemnity for this Sub-Section stated in the Schedule.

2 Sub-Section B - Exceptions

This Sub-Section is subject to the Exceptions to Sub-Section A insofar as they can apply, and also does not cover liability for claims arising out of or in connection with any Product.

Sub-Section C - Products Liability / Defective Workmanship

1 Sub-Section C - Indemnity

The Insured is indemnified by this Sub-Section against claims for Injury or Damage arising out of or in connection with any Product or Pollution resulting therefrom subject always to the provisions of Sub-Section B - Indemnity.

The amount payable under this Sub-Section, 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 (being the period of twelve consecutive months from the Inception Date or Anniversary Date), shall not exceed in the aggregate the Limit of Indemnity for this Sub-Section stated in the Schedule.

2 Sub-Section C - Exceptions

This Sub-Section does not cover liability for claims:

2.1 Aircraft

arising

2.1.1 out of any Product which with the Insured's knowledge is intended for incorporation into the structure, machinery or controls of any aircraft

2.1.2 from any work on any aircraft or part thereof.

2.2 Failure to fulfil intended function

arising out of the failure of any Product or part thereof to fulfil its intended function or to perform as specified, warranted or guaranteed unless such failure shall result in Injury and/or Damage

2.3 Handing over

arising prior to the handing over of such work

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2.4 Inefficacy

arising from inefficacy of such work or because the work did not produce the result anticipated or claimed

2.5 Negligent Advice

arising out of Negligent Advice in respect of defective workmanship

2.6 Product Recall

for costs arising out of the recall of any Product of any part thereof

2.7 Rectifying Defective work

for the cost of rectifying or recalling defective work

2.8 Repair

for costs incurred in the repair, reconditioning, modification or replacement of any Product or part thereof which is or is alleged to be defective

Sub-Section D - Negligent Advice

1 Sub-Section D - Indemnity

The Insured is indemnified by this Sub-Section in respect of claims arising out of Negligent Advice.

The amount payable under this Sub-Section, 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 (being the period of twelve consecutive months from the Inception Date or Anniversary Date), shall not exceed in the aggregate the Limit of Indemnity for this Sub-Section stated in the Schedule.

2 Sub-Section D - Exceptions

This Sub-Section does not cover liability for claims arising out of:

2.1 Defamation

defamation or injuria.

2.2 Financial services

financial services and/or cost estimates given by or on behalf of the Insured

2.3 Insolvency

the insolvency of the Insured

2.4 Products Liability not insured

Negligent Advice given in respect of any Product unless the Insured shall have effected cover under Sub-Section C of this section

Specific Conditions

(Specific Conditions 1 (Admission, offer, promise or payment), 2 (Claims reporting), 3 (Extended claims reporting), 5 (Material change) and 6 (Payment of limit) are precedent to the Company's liability to provide indemnity under this Section)

1 Admission, offer, promise or payment

No admission offer promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its 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 and the Insured shall give all such information and assistance as the Company may reasonably require.

2 Claims reporting

The Insured shall give written notice to the Company as set out in General Condition 5 (Claims), but in any event no later than the last day of the Period of Insurance, of any claim made against the Insured (or any specific event or circumstance that may give rise to a claim being made against the Insured) and which forms the subject of indemnity under this Section and shall give all such additional information as the Company may require. Every claim, writ, summons or process and all documents relating to the

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claim event or circumstance shall be forwarded to the Company immediately they are received by the Insured.

3 Extended claims reporting

Notwithstanding Specific Condition 2 (Claims reporting), in the event of cancellation or non-renewal of the Section, the Insured may report an event in terms of General Condition 5 (Claims) to the Company for up to 15 days after cancellation or non-renewal, provided

3.1 such event occurred subsequent to the retroactive date and prior to the termination of the Period of Insurance

3.2 any subsequent claim first made in writing against the Insured as a result of such event shall be treated as if it has first been made on the last day preceding cancellation or non-renewal

3.3 no insurance in substitution hereof has been purchased by or on behalf of the Insured.

4 Interpretation

The interpretation of the Terms and Exceptions of this Section (and any phrase or word contained therein) shall be interpreted in accordance with the law of the Republic of South Africa.

5 Material change

The Insured shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to the Company at the time when this Section was effected, and the Company may amend the terms of this Section according to the materiality of such change.

6 Payment of limit

The Company may at any time pay to the Insured in connection with any claim or series of claims under this Section to which a Limit of Indemnity applies the amount of such limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims.

7 Provisional premium

Where the premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and after expiry of the Period of Insurance declare as soon as possible such details as the Company require. The premium shall then be adjusted, and any difference paid by or allowed to the Insured as the case may be subject to any minimum premium that may apply.

Specific Exceptions (applicable to all Sub-Sections and Extensions of this Section)

This Section does not cover liability:

1 Contract of employment

arising out of Injury to any persons under a contract of employment or apprenticeship with the Insured where such Injury arises out of the execution of such contract except to the extent and where the Insured has elected to purchase employers liability

2 Deliberate disregard

arising out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims

3 Design, formula etc.

for any claims arising out of any design, formula (other than design or formula of a Product), specification or advice of a professional nature given by or on behalf of the Insured in exchange for a fee.

4 Excess

for the applicable excess in respect of each claim or series of claims arising out of one originating cause. The provisions of this Exception shall apply to claims arising from Damage only and shall also apply to defence costs incurred by the Insured.

5 Liquidated damages

arising out of liquidated damages clauses, penalty clauses or performance warranties except to the extent that it can be proved that liability would have attached in the absence of such clauses or warranties

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6 Magnetic or electrical fields

for claims arising out of or which may arise out of or in connection with magnetic and/or electrical fields.

7 Other insurances

which forms the subject of insurance by any other policy or policies and this Section shall not be drawn into contribution with such other insurance

8 Prior to inception

for any claims where the Insured was aware, before inception of this Section, of the circumstances or event which gave rise to the claim

9 Retroactive Date

occurring prior to the applicable Retroactive Date stated in the Schedule

10 Sexual abuse assault harassment or molestation

for any claims arising out of sexual abuse assault harassment or molestation including unwelcome sexual advances, requests for sexual favours and any unwelcome verbal, visual or physical contact of a sexual nature

11 Specific insurances

for claims arising out of dishonesty of the directors, principals or employees of the Insured or theft or fraud by any other person, nor does this Section provide indemnity for any liability arising out of the activities of operations domiciled in the United States of America or Canada.

12 War and terrorism

In respect of this Section only, General Exception 8 (War, Riot and Terrorism) is deleted and replaced by the following:

Notwithstanding any provision to the contrary within this Section or any endorsement thereto it is agreed that this Section excludes loss, Damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

12.1 war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

12.2 any act of terrorism,

For the purpose of this Exception an act of terrorism means - an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization (or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Specific Exception also excludes loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 12.1 and/or 12.2 above.

If the Company alleges that by reason of this Exception, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

13 Wrongful Act

arising out of any Wrongful Act committed by any director and/or officer of the Insured

For the purposes of this insurance "Wrongful Act" shall mean any actual or alleged breach of duty, breach of trust, neglect, error, omission, misstatement, misleading statement, mistreatment, breach of fiduciary obligation, libel, slander, wrongful trading, breach of warranty of authority or other legal liability on the part of any director or officer, jointly or severally, which arises solely by reason of the conduct of their duties or their capacity as directors and officers.

Clauses, Extensions and Limitations

It is understood and agreed that this Section extends to include the following, subject to the Limits and Excesses specified in the Schedule and subject to the Terms, Conditions and Exceptions of the Section insofar

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as they can apply and provided that the total liability of the Company is not increased beyond that which would have applied in the absence of such Extensions.

1 Acquisitions and new business

The indemnity granted by this Section extends to any company formed and/or acquired by the Insured during the Period of Insurance for a period of 30 days of such information or acquisition

Provided always that: -

1.1 the Retroactive Date in respect of such new company shall be deemed to be the date of formation or the date when a newly acquired company first purchased liability insurance of the type hereby insured on a "claims made" basis subject to a declaration from the newly acquired company's previous management of no known or reported claims or circumstances likely to give rise to a claim at date of acquisition. In the event of no such declaration the Retroactive Date shall be the date of acquisition

1.2 the Insured's Business activity remains unchanged to that declared

1.3 the annual turnover of all newly formed and/or acquired companies does not exceed 5% (five percent) of the estimated annual turnover of the Insured as advised to the Company at Inception hereof

1.4 the Insured shall advise the Company of such formations and/or acquisitions before the expiry of 30 days thereof and the Company reserve the right to amend the terms of this insurance accordingly.

2 African Territories extension

In respect the Insured's operations in Africa outside of the Republic of South Africa, the indemnity provided by this Section is limited to the difference between the scope of cover or the difference between the Limit of Indemnity provided by any insurer in the territory in which the operation is situated and the indemnity available in terms of this Section.

Where this Section responds in excess of indemnity provided in terms of such locally purchased liability insurance: -

2.1 the indemnity payable hereunder shall be only up to but not exceeding such further amount as would provide the maximum indemnity in terms of this Section;

2.2 any decision of the underlying insurer to accept a claim "ex gratia" or "without prejudice" shall not be binding on the Company;

2.3 no action or decision of the underlying insurer which prejudices the Company in the conduct or settlement of any claim under this Section shall be binding on the Company.

If no insurance of the class insured in terms of this Section is purchased locally, this Section shall act as primary insurance subject to the excess stipulated in the Schedule provided that such cover will only apply:

2.1 to claims made against the Insured during the Period of Insurance; and

2.2 in respect of liability arising from any Injury, Damage or event giving rise to pure financial loss (as provided for in coverage's providing for loss not related to physical Damage to property) occurring or alleged to have occurred on or after the applicable retroactive date stated in the Schedule.

3 Continuous exposure clause

In the event of any Injury or Damage arising from continuous or continual inhalation, ingestion or application of any substance where the Insured and the Company cannot agree when the Injury or Damage occurred then:

3.1 Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such Injury

3.2 Damage shall be deemed to have occurred when it first became evident to the claimant, even if the cause was unknown.

4 Cross liabilities clause

Each person or party indemnified is separately indemnified in respect of claims made against any of them by any other, subject to the Company's total liability not exceeding the stated Limits of Indemnity.

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5 Defamation extension (if stated in the Schedule to be included)

The Company will indemnify the Insured in respect of claims arising out of defamatory statements, whether written or verbal, made by the Insured

Provided always that: -

5.1 no indemnity shall be granted in respect of claims:

5.1.1 which form the subject of the Wrongful Arrest extension

5.1.2 arising out of any publication in any journal, magazine or newspaper or on radio or television

5.2 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 (being the period of twelve consecutive months from the Inception Date or Anniversary Date), shall not exceed in the aggregate the Limit of Indemnity for this extension stated in the Schedule.

6 Defence costs clause

The Company will pay all costs, fees and expenses incurred with its 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 such claim or claims are the subject to indemnity by this Section. Such costs, fees and expenses are called defence costs.

The Company will also pay for such emergency medical treatment as may appear necessary in respect of Injury which may form the subject of indemnity by this Section.

7 Employer's liability extension (if stated in the Schedule to be included)

Notwithstanding anything to the contrary contained in Specific Exception 1 (Contract of employment), this Section extends to include the Insured's legal liability for claims arising out of Injury to any person employed under a contract of service or apprenticeship with the Insured where such Injury arises out of and in the course of the execution of such contract

Provided always that there is no cover provided in respect of: -

7.1 liability for claims arising from Injury or contributed to by prolonged exposure to substances, factors or circumstances peculiar to any particular employment or occupation;

7.2 any amounts as may fall within the scope of any Act in terms of which any employee may claim compensation for work related injuries. This proviso shall apply regardless of whether or not the applicable legislative fund is incapable of providing or unable to provide compensation;

7.3 liability assumed by the Insured by agreement unless such liability would have attached to the Insured in the absence of such agreement.

The Company will also at the request of the Insured indemnify any employee of the Insured subject to the agreement of the Company (which agreement shall not be unreasonably withheld) in respect of claims made by one employee against another provided always that:

7.1 such Injury arises solely during and in the course of his/her employment

7.2 no indemnity shall be provided hereunder where such Injury is caused whilst the employee is under the influence of intoxicating drugs or alcohol

7.3 no indemnity shall be provided hereunder for Injury resulting from use of firearms

7.4 no indemnity shall be provided for liability arising out of any condition directly or indirectly caused by or associated with Human Immune Virus (HIV) or the mutant derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any Syndrome or condition of a similar kind howsoever it shall be named

Provided always that 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 (being the period of twelve consecutive months from the Inception Date or Anniversary Date), shall not exceed in the aggregate the Limit of Indemnity for this extension stated in the Schedule.

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8 Extended reporting option extension (may be exercised by the Insured in the event of non-renewal)

In the event of non-renewal of this Section, at the option of the Insured, any claim first made against the Insured arising from any claim or circumstance of which notice is required to be given in terms of Specific Condition 2 (Claims reporting), the Company agrees that notice given within 36 months (hereinafter referred to as the Extended Reporting Period) immediately following the expiry of this insurance shall be deemed to have been made on the last day preceding the expiry.

Provided that:

8.1 this option may only be exercised in the event of the Company cancelling or refusing to renew this Section;

8.2 the Insured has not obtained insurance equal in scope and cover to this Section as expiring providing indemnity in respect of such claim;

8.3 the Company shall only be liable for an Insured event which occurred after the Retroactive Date but prior to the expiry of the Period of Insurance;

8.4 if the claimant is a minor this Extended Reporting Period will continue until the expiry of 12 months after the attainment of majority by the claimant;

8.5 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 on the last day preceding the non-renewal;

8.6 this option must be exercised by the Insured in writing within 112 days of cancellation or non-renewal and the required premium paid within 30 days of demand;

8.7 once exercised, the option cannot be cancelled by either the Insured or the Company.

9 Indemnity to others extension

The indemnity granted extends to:

9.1 any party who enters into an agreement with the Insured for any purpose of the business, but only to the extent required by such agreement to grant such indemnity and subject to Sub-Section A - Exception 2.4.3 (premises tenanted by the Insured) and Specific Exception 5 (Liquidated damages)

9.2 officials of the Insured in their business capacity arising out of the performance of the business or in their private capacity arising out of their temporary engagement of the Insured's employees

9.3 the officers, committee and members of the Insured's canteen, social, sports, medical, firefighting and welfare organisation in their respective capacities as such

9.4 any visiting sports team or member thereof in respect of the activities of any sports club formed by the Insured for the benefit of their employees

9.5 the personal representatives of the estate of any person who would otherwise be indemnified by this Section, but only in respect of liability incurred by such person

provided always that all such persons or parties shall observe, fulfil and be subject to the terms, Conditions and Exceptions of this Section as though they were the Insured.

10 Notification extension clause

Should the Insured notify the Company during the Period of Insurance in accordance with Specific Condition 2 (Claims reporting) of any specific event or circumstances which the Company accepts may give rise to a claim or claims which form the subject of indemnity by this Section, then acceptance of such notification means that the Company will deal with such claim or claims which may later arise as if they had first been made against the Insured during the Period of Insurance.

11 Statutory defence costs extension (if stated in the Schedule to be included)

The Company will indemnify the Insured against legal costs, fees and expenses incurred with the consent of the Company in the defence of any criminal action brought against the Insured as a result of the alleged contravention of any statute governing the conduct of the business [other than any statutes governing the ownership, possession, use or licensing of Motor Vehicles, aircraft or watercraft, the relevant Labour Laws as promulgated in the Republic of South Africa from time to time, or the Companies Act No. 71 of 2008 (as amended from time to time)] and as read in conjunction with the Criminal Procedure Act No. 56 of 1955 (as amended from time to time)

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Provided always that: -

11.1 no indemnity shall be granted for fines or penalties

11.2 in the case of an appeal, the Company shall not indemnify the Insured unless a senior counsel (to be agreed to by the Company) shall advise that such appeal should be likely to succeed.

11.3 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 (being the period of twelve consecutive months from the Inception Date or Anniversary Date), shall not exceed in the aggregate the Limit of Indemnity for this extension stated in the Schedule.

12 Wrongful arrest extension (if stated in the Schedule to be included)

The Company will indemnify the Insured in respect of claims arising out of Wrongful Arrest (as hereinafter defined) committed or alleged (other than by the Insured) to have been committed by the Insured in the course of the business

Provided always that: -

12.1 for the purposes of this extension, the term Wrongful Arrest shall mean:

12.1.1 assault and battery committed or alleged to have been committed at the time of making or attempting to make an arrest or in resisting an overt attempt to escape by a person under arrest before such person has been or could be placed in the custody of the police or a law enforcement officer

12.1.2 defamation, injuria, false imprisonment or malicious prosecution either committed or alleged to have been committed directly in connection with an arrest or arising out of the investigation of acts of shoplifting or theft

12.2 no indemnity shall be granted in respect of claims:

12.2.1 made against the Insured by any person or persons other than those being or having been or alleged to have been arrested or under arrest, or their personal representatives

12.2.2 arising out of unfair labour practice as contemplated within the meaning of the relevant Labour Laws as promulgated in the Republic of South Africa from time to time.

12.3 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 (being the period of twelve consecutive months from the Inception Date or Anniversary Date), shall not exceed in the aggregate the Limit of Indemnity for this extension stated in the Schedule.

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BUILDINGS COMBINED

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this Section unless specifically otherwise indicated:

1 Buildings

shall mean

1.1 buildings (constructed of brick, stone, concrete or metal on metal framework and roofed with slate, tiles, metal, concrete or asbestos unless otherwise stated in the Schedule) including landlord's fixtures and fittings therein and thereon plant and equipment forming part of such building and permanent fixtures and fittings therein or thereon including but not limited to, television and radio aerials, satellite dishes and masts, close circuit TVs and cameras, burglar alarms, fire extinguishing equipment, lightning conductors, air conditioning units, ventilator fans and geysers (including solar geysers and solar geyser heating panels);

1.2 all outbuildings (constructed of brick, stone, concrete or metal on metal framework and roofed with slate, tiles, metal, concrete or asbestos unless otherwise stated in the Schedule) thereto;

1.3 railway sidings;

1.4 carports;

1.5 hail and shade netting and their structures (subject to Extension 9 (Hail, shade netting and awnings Extension to Sub-Section A));

1.6 awnings, blinds and canopies (subject to Extension 9 (Hail, shade netting and awnings Extension to Sub-Section A));

1.7 rain water tanks;

1.8 sporting and recreational structures;

1.9 walls (except dam walls);

1.10 gates and gate motors, fences (including palisades and electric fences) gate and fence posts;

1.11 tarred, concrete or paved roads, driveways, paths, parking areas or patios;

1.12 swimming pools (except pools built above ground level and vinyl lined pools) saunas and jacuzzis (including pumps and motors);

1.13 fixed water features, statues and ponds;

1.14 boreholes and well point equipment (including pumps and motors);

1.15 external sign boards, signage affixed to Buildings;

the property of the Insured or for which they are responsible.

2 Premises

shall mean the Premises as stated in the Schedule owned or used by the Insured in connection with the Business.

3 Unoccupied

a Building shall be deemed to be unoccupied if more than 80% of its total floor area is not occupied. The presence of security personnel in the Building or on the Premises does not in itself constitute occupancy of the Building.

Defined Events

1 Loss or damage by the Insured perils described

1.1 in Sub-Section A to the Buildings;

1.2 in Sub-Section B to public supply connections;

situated at the Premises.

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2 Loss of Rent as provided for in Sub-Section C

3 Legal liability as provided for in Sub-Section D

Sub-Section A - Property

Insured perils

1 Fire

fire including subterranean fire

2 Aircraft

aircraft and other aerial devices or articles dropped therefrom including damage caused by sonic shockwaves.

3 Earthquake

earthquake, seaquake or volcanic eruption (including tidal wave and/or tsunami originating from earthquake, seaquake or volcanic eruption).

4 Explosion

explosion

5 Impact

impact by rocks and boulders (other than meteorites, asteroids or similar bodies entering the earth's atmosphere), animals, trees, aerials, satellite dishes or vehicles including railway locomotives and rolling stock excluding damage to such animals, trees, aerials, satellite dishes or vehicles, railway locomotives or rolling stock or property in or on such vehicles, railway locomotives or rolling stock.

6 Lightning

lightning or thunderbolt including damage caused by power surges arising directly from such lightning strikes

7 Sanitaryware

accidental damage to sanitaryware.

Provided that

7.1 the Insured shall be responsible for an Excess of R300 in respect of each and every claim in terms of this peril;

7.2 Specific Condition Average shall not apply to this peril.

8 Storm and water

storm, wind, water, hail or snow excluding loss of or damage to property

8.1 arising from its undergoing any process necessarily involving the use or application of water;

8.2 caused by wear and tear or gradual deterioration;

8.3 being retaining walls;

8.4 caused or aggravated by

8.4.1 subsidence, landslip or heave;

8.4.2 the Insured's failure to take all reasonable precautions for the maintenance and safety of the Property Insured and for the minimisation of any destruction or damage;

8.5 caused by tidal wave and/or tsunami originating from earthquake, seaquake or volcanic eruption.

9 Theft by forcible and violent entry or exit

theft (or any attempt thereat) accompanied by forcible and violent entry into or exit from such Building.

Provided that:

9.1 this peril specifically excludes loss of or damage to

9.1.1 Insured Property not contained within a fully enclosed structure (constructed of brick, stone, concrete or metal on metal framework and roofed with slate, tiles, metal, concrete or asbestos unless otherwise stated in the Schedule);

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9.1.2 landlord's fixtures and fittings attached to the exterior of any Building or outbuilding or to any wall, gate, or fence (including palisade) or to any post;

9.2 this peril specifically includes damage to

9.2.1 such Buildings following such forcible and violent entry into or exit from such Building;

9.2.2 gates and gate motors, fences (including palisades and electric fences), gate and fence posts caused whilst

9.2.2.1 first gaining entry to the Premises before breaking into or out of the insured Buildings or

9.2.2.2 exiting the Premises thereafter

9.3 if any Building insured or containing the Insured Property becomes Unoccupied for 45 consecutive days, the insurance in respect of this peril 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 peril;

9.4 during the initial period of Unoccupancy of 45 consecutive days, the Insured shall become a co-insurer with the Company and shall bear a rateable proportion of any damage equal to 20% of the claim with a maximum of R5 000 000 before deduction of any Excess;

Specific Condition to Sub-Section A (Property)

Average

If the Property Insured is, at the commencement of any damage to such property by any Insured Peril, 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. Unless specifically stated in the Schedule to the contrary, it is deemed that the Sum Insured represents the value of all property described by the item at the Premises.

Sub-Section B - Public supply connections

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

Sub-Section C - Rent

Loss of Rent as a result of the Property Insured being so damaged by any of the Insured Perils as to be rendered untenantable (including partially untenantable) but only for the period necessary for reinstatement plus a further maximum period of 6 months during which the Premises are untenanted and for an amount not exceeding the 25% of the Sum Insured under Sub-Section A applicable to the affected Buildings.

The basis of calculation shall be:

1 Hotels, boarding houses, bed and breakfast or similar occupations

where the Business is that of an hotel, boarding house, bed and breakfast or similar occupation:

the Rent payable by the Insured as lessee of the Buildings immediately preceding the damage or if the Insured is not the lessee of the Buildings, the Rental equivalent they would have received as lessor for leasing all the Buildings to a single legal entity.

2 Occupations other than those stated under 1 above

where the Business is other than that stated in 1 above:

the Rent payable immediately preceding the damage or its equivalent in Rental value.

Sub-Section D - Liability

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

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The limit of indemnity

The maximum 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

Specific Exceptions to Sub-Section D (Liability)

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

1 Custody or control

Damage to property in the custody or control of the Insured or any employee of the Insured;

2 Fines

fines, penalties, punitive, exemplary or vindictive damages;

3 Jurisdiction

3.1 damages in respect of judgments delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republics of South Africa and Botswana, the Kingdoms of Eswatini and Lesotho and the Republic of Namibia;

3.2 costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the area described in 3.1 above;

4 Liability assumed by agreement

liability assumed by agreement unless liability would have attached to the Insured notwithstanding such agreement;

5 Mechanically propelled vehicles

Injury or Damage sustained by any person resulting from the ownership of or use by or on behalf of the Insured of mechanically propelled vehicles (except pedal cycles and lawnmowers);

6 Member of the same household as the Insured

Injury or Damage sustained by any member of the same household as the Insured;

7 Persons employed by the Insured

Injury or Damage sustained by 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;

8 Pollution

8.1 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, unintended and unforeseen occurrence;

8.2 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 this Sub-Section to cover any liability which would not have been insured under this Sub-Section in the absence of this exception.

9 Property belonging to the Insured

Damage to property belonging to the Insured;

10 Vibration or weakening of support

Damage to property caused by vibration or by the removal or weakening of or interference with support to any land, Building or other structure.

11 War and terrorism Exclusion

in respect of this Sub-Section only, general exception 8 (War, riot and terrorism) 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.

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Clauses, Extensions and limitations

1 Alterations and misdescription Clause to Sub-Section A (Property)

The insurance under Sub-Section A shall not be prejudiced by any alteration or misdescription of occupancy whether due to the transfer of processes or machinery or by virtue of acquisition of additional premises, structural alterations or repairs to Buildings, machinery or plant, provided that notice is given to the Company as soon as practicable after such event and the Insured agrees to pay additional premium if required.

2 Architects' and other professional fees Clause to Sub-Section A (Property)

The insurance under Sub-Section A includes professional fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of the Property Insured following damage by a Defined Event, but in no case exceeding 20% of the amount payable in respect of such damage and provided that the total amount recoverable shall not exceed the Sum Insured on the property affected.

The amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the Insured's claim.

3 Capital additions Clause to Sub-Section A (Property)

The insurance under Sub-Section A covers alterations, additions and improvements (but not appreciation in value in excess of the sum(s) insured) to the property for an amount not exceeding 20% of the Sum Insured thereon, it being understood that the Insured undertakes to advise the Company each quarter (or if the period of insurance is more often than quarterly, each month) of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

4 Cost of demolition and clearing and erection of hoardings Clause to Sub-Section A (Property)

The insurance under Sub-Section A includes costs necessarily incurred by the Insured in respect of the demolition of Property Insured and/or the removal of debris of Property Insured and in providing, erecting and maintaining hoardings required during demolition, site clearing and/or building operations following damage to the Property Insured by a Defined Event, provided that the total amount recoverable shall not exceed the Sum Insured on the property affected.

The Company will not pay for any costs or expenses

4.1 incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site;

4.2 arising from pollution or contamination of property not insured by this policy/Section.

5 Cross liabilities Clause to Sub-Section D (Liability)

Where more than one Insured is named in the Schedule, the Company will in terms of Sub-Section D indemnify each Insured separately and not jointly and any liability arising between such Insureds shall be treated as though separate policies had been issued to each.

Provided that the aggregate liability of the Company shall not exceed the limit of indemnity for Sub-Section D stated in the Schedule.

6 Damage by wild baboons or wild monkeys or wild animals Extension to Sub-Section A (Property)

The insurance under Sub-Section A is extended to include loss of or damage to Insured Property caused by wild baboons or wild monkeys or wild animals

Provided that:

6.1 wild baboons or wild monkeys or wild animals shall mean those that live freely in the natural surroundings and are not kept as pets or farm animals and does not include rodents, moths and vermin

6.2 the Company's liability for any claim or number of claims for any one event or series of events with one originating cause or source, shall not exceed R10 000

6.3 the Insured shall be responsible for the first R1 000 in respect of each and every claim in terms of this Extension.

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7 Escalator Clause Extension to Sub-Section A (Property) (if stated in the Schedule to be included)

During each period of insurance, the sum(s) insured under Sub-Section A of this Section shall be increased by that portion of the percentage specified in the Schedule which the number of days since the commencement of such period bears to the whole of such period. Unless agreed otherwise, these provisions shall only apply to the sum(s) insured in force at the commencement of the period of insurance.

At each renewal date, the Insured shall notify 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.

The additional premium for this Extension shall be 50% of the premium produced by applying the percentage specified to the annual premium for the Sum Insured to which this Extension applies.

8 Fire extinguishing charges Clause to Sub-Section A (Property)

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 this Section provided the Insured is legally liable for such costs and the Property Insured was in danger from the fire.

9 Hail, shade netting and awnings Extension to Sub-Section A (Property)

9.1 The amount payable in respect of damage to hail and shade netting and textile and fabric awnings, blinds and canopies insured under Sub-Section A shall be limited to the following percentages of the reinstatement costs of such netting, awnings, blinds and canopies immediately prior to such damage:

9.1.1 Hail and shade nets

Age of hail and shade nets	Percentage of reinstatement costs payable
0 to 12 months	100%
more than 12 months but not exceeding 24 months	85%
more than 24 months but not exceeding 36 months	70%
more than 36 months but not exceeding 48 months	55%
more than 48 months	0%

9.1.2 Awnings, blinds and canopies

Age of awnings, blinds and canopies	Percentage of reinstatement costs payable
0 to 119 months	100%
more than 119 months	50%

9.2 The words "wear and tear or gradual deterioration" as contained in 8.2 of peril 8 (Storm and water) to Sub-Section A are not applicable to hail and shade netting and their structures and textile and fabric awnings, blinds and canopies insured under Sub-Section A.

9.3 The amount payable will be reduced by an amount equal to 10% of claim with a minimum of R1 000 and a maximum of R25 000. Such Excess will apply notwithstanding any reduction of reinstatement costs provided for in 9.1 above.

10 Indemnity to others Extension to Sub-Section D (Liability)

Provided that the aggregate liability of the Company is not increased beyond the limit of indemnity stated in respect of Sub-Section D, the Company will also indemnify as though a separate policy had been issued to each

10.1 in the event of the death of the Insured, any personal representative of the Insured in respect of liability incurred by the Insured;

10.2 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.

11 Malicious damage Extension to Sub-Section A (Property)

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and warranties contained herein, Sub-Section A is extended to cover loss or damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such loss or damage other than loss of or damage to

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11.1 movable property which is

11.1.1 stolen;

11.1.2 damaged in an attempt to remove it or part of it from any Building or Premises owned or occupied by the Insured;

11.2 movable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any Building or Premises owned or occupied by the Insured;

11.3 immovable property owned or occupied by the Insured occasioned by or through or in consequence of

11.3.1 the removal or partial removal or any attempt thereat of;

11.3.2 the demolition or partial demolition or any attempt thereat of

the said immovable property or any part thereof with the intention of stealing any part thereof.

Provided that this peril does not cover

11.1 loss or damage related to or caused by fire or explosion;

11.2 consequential or indirect loss or damage of any kind or description whatsoever other than loss of Rent if specifically insured;

11.3 loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;

11.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

11.5 loss or damage related to or caused by any occurrence referred to in general exception 9.1.1, 9.1.2, 9.1.3, 9.1.4, 9.1.5, 9.1.6 or 9.1.7 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 alleges that, by reason of proviso 11.1, 11.2, 11.3, 11.4 or 11.5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

If any Building insured or containing the Insured Property becomes Unoccupied for 45 consecutive days, the insurance in respect of this peril 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 peril.

During the initial period of Unoccupancy of 45 days, the Insured shall become a co-insurer with the Company and shall bear a rateable proportion of any damage equal to the 20% of the claim with a maximum of R5 000 000 before deduction of any Excess.

12 Mortgagee / financier Clause to Sub-Section A (Property)

The interest of any mortgagee / financier in the insurance under this section shall not be prejudiced by any act or omission on the part of the Insured whereby the risk of loss or damage is materially increased without the mortgagee's / financier's knowledge. The mortgagee / financier 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.

13 Municipal plans scrutiny fee Clause to Sub-Section A (Property)

The insurance under Sub-Section A 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.

14 Other insurances Clause to Sub-Section D (Liability)

If, at the time of any event giving rise to a claim under Sub-Section D, 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.

15 Prevention of access Extension to Sub-Section C (Rent) (if stated in the Schedule to be included)

If property within a 15km radius of the Premises as 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 as provided for in Sub-Section C as the Insured may incur as a result thereof.

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16 Public authorities' requirements Clause to Sub-Section A (Property)

The insurance under Sub-Section A 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

16.1 the amount recoverable under this Clause shall not include

16.1.1 the cost incurred in complying with any of the aforesaid regulations

16.1.1.1 in respect of damage occurring prior to granting of this Clause

16.1.1.2 in respect of damage not insured by this Section

16.1.1.3 under which notice has been served upon the Insured prior to the happening of the damage

16.1.1.4 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

16.1.2 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

16.1.3 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

16.2 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

16.3 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

16.4 the total amount recoverable under any item of this Section shall not exceed the Sum Insured thereby.

17 Railway and other subrogation Clause to Sub-Section A (Property)

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

18 Reinstatement Value Conditions to Sub-Section A (Property)

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

Provided that

18.1 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;

18.2 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;

18.3 if, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the Insured Property had been damaged exceeds the Sum Insured thereon at the commencement of any damage to such property by a Defined Event, then the Insured shall be considered as being their own insurer for

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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;

18.4 these Conditions shall be without force or effect if

18.4.1 the Insured fails to intimate to the Company within 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

18.4.2 the Insured is unable or unwilling to replace or reinstate the property on the same or another site.

19 Riot and strike (excluding loss or damage occurring in the Republics of South Africa and Namibia) Extension to Sub-Sections A (Property), B (Public supply connections) and C (Rent) (if stated in the Schedule to be included)

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein Sub-Sections A, B and C of this Section are extended to cover loss or damage directly occasioned by or through or in consequence of:

19.1 civil commotion, labour disturbances, riot, strike or lockout;

19.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 19.1 above.

Provided that this peril does not cover:

19.1 loss or damage occurring in the Republics of South Africa and Namibia;

19.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of Rent if specifically insured;

19.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;

19.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

19.5 loss or damage related to or caused by any occurrence referred to in general exception 9.1.2, 9.1.3, 9.1.4, 9.1.5, 9.1.6 or 9.1.7 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 alleges that, by reason of proviso 19.1, 19.2, 19.3, 19.4 or 19.5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

20 Security firms Extension to Sub-Section D (Liability)

Notwithstanding specific exception 4 (Liability assumed by agreement)to Sub-Section D, if, in terms of a contract with a security firm engaged in the course of the Insured's Business (as owner of the Premises specified in the Schedule) to protect the Insured's property at the Premises stated in the Schedule, the Insured becomes legally liable for the acts or omissions of the employees of the security firm in the course of their employment at these Premises, then this Sub-Section includes such legal liability to the extent that indemnity would have been granted under this Sub-Section had the said employees been under a contract of service to the Insured and not the security firm, but not exceeding the limit of liability stated in the Schedule for this Sub-Section.

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

21 Subsidence, landslip and heave Extension to Sub-Section A (Property) (if stated in the Schedule to be included)

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and warranties contained herein, Sub-Section A is extended to cover loss or damage directly occasioned by or through or in consequence of subsidence, landslip or heave other than

21.1 loss or damage to drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured;

21.2 loss or damage caused by or attributable to

21.2.1 faulty design or construction of, or the removal or weakening of support to, any Building situated at the insured Premises;

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21.2.2 workmen engaged in making any structural alterations, additions or repairs to any Building situated at the insured Premises;

21.2.3 excavation on or under land other than excavations in the course of mining operations;

21.2.4 normal settlement, shrinkage or expansion;

21.2.5 contraction or expansion of clay and similar soil types due to its moisture or water content;

21.2.6 existing damage at inception of this peril;

21.3 consequential loss of any kind whatsoever except loss of Rent when specifically insured under this Section.

Provided that

21.1 the Insured will be responsible for an Excess calculated at 1% of the Sum Insured on the property at the affected location with a maximum of R50 000 in respect of each and every claim;

21.2 the Company shall not be liable for the cost of underpinning, piling or any similar work necessary to prevent loss or damage due to subsidence, landslip or heave from occurring again, except where such appropriate design precautions were already incorporated in the original construction prior to the damage.

Should the Company allege cover under this peril does not apply the Insured shall have the burden of proving the contrary.

If a First Loss Limit is shown against this 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 Peril only, the following shall be substituted for the Average Condition:

If the Property Insured is, at the commencement of any damage to such property by subsidence landslip or heave, collectively of greater value than the Sum Insured thereon against fire damage, then the Company shall be liable under this peril 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 peril applies shall be separately subject to this Clause.

22 Temporary removal Clause to Sub-Section A (Property)

Except in so far as otherwise insured, landlord's fixtures and fittings are covered while temporarily removed to any other Premises including transit by road, rail or inland waterway anywhere within the Republics of South Africa and Botswana, the Kingdoms of Eswatini and Lesotho and the Republics of Malawi, Namibia and Zimbabwe.

Provided that the amount payable under this Clause shall not exceed that which would have been payable had the loss occurred on the Premises from which the property is temporarily removed.

23 Tenants Clause to Sub-Section A (Property)

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

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BUSINESS ALL RISKS

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this Section unless specifically otherwise indicated:

1 Unattended Vehicle

shall mean any vehicle being used by the Insured or any principal, partner, director or employee of the Insured where such person is not in a position to keep the vehicle under constant observation and at the same time have a reasonable prospect of preventing any unauthorised interference with the vehicle

Defined Events

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

provided that the Insured shall be responsible for the Excess stated in the Schedule in respect of each and every event except a claim resulting from fire, lightning or explosion.

Specific Condition

1 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 their 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.

Specific Exceptions

The company shall not be liable for

1 Bill of lading

loss of or damage to goods consigned under a bill of lading;

2 Breakdown or derangement

mechanical, electronic or electrical breakdown, failure, breakage or derangement unless caused by an accident or misfortune not otherwise excluded;

3 Cash

loss of or damage to cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind;

4 Cleaning or repair

loss of or damage to property resulting from or caused by its undergoing a process of cleaning, repair, dyeing, bleaching, alteration or restoration;

5 Fraud

loss of or damage to property resulting from or caused by the dishonesty of any principal, partner, director or employee of the Insured whether acting alone or in collusion with others;

6 Inherent vice

loss of or damage to property resulting from or caused by inherent vice or defect, vermin, insects, damp, mildew or rust;

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7 Theft from Unattended Vehicles

loss or damage resulting from or caused by theft from any Unattended Vehicle 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.

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 shall be deemed to satisfy the requirement for a completely closed and securely locked vehicle;

This Exception will not apply to loss or damage which may occur as a result of an accident involving a road vehicle rendering any principal or employee or entrusted person incapable of retaining possession or control of the property on account of bodily injury sustained;

8 Wear and tear

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.

Clauses Extensions and Limitations

1 Increase in cost of working Extension (if stated in the Schedule to be included)

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

2 Non forcible and violent entry into vehicle Extension (if stated in the Schedule to be included)

Specific Exception 7 (Theft from Unattended Vehicles) shall not apply to goods contained in a completely closed and securely locked vehicle where the Insured maintains that the vehicle was locked but no evidence of forcible and violent entry or exit from the vehicle exists, provided that:

2.1 the police case number is supplied to the company;

2.2 after the deduction of the Excess specified in the Schedule, the liability of the company is further restricted to 75% of the claim with a maximum of R20 000 in respect of any one event.

3 Replacement Value Condition

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

3.1 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

3.2 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

4 Riot and strike (excluding loss or damage occurring in the Republics of South Africa and Namibia) Extension (if stated in the Schedule to be included)

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein, this Section is extended to cover loss or damage directly occasioned by or through or in consequence of

4.1 civil commotion, labour disturbances, riot, strike or lockout;

4.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 4.1 above;

provided that this Extension does not cover

4.1 loss or damage occurring in the Republics of South Africa or Namibia;

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4.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;

4.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;

4.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

4.5 loss or damage related to or caused by any occurrence referred to in general Exception 9.1.2, 9.1.3, 9.1.4, 9.1.5, 9.1.6 or 9.1.7 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 alleges that, by reason of provisos 4.1, 4.2, 4.3, 4.4 or 4.5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

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BUSINESS INTERRUPTION

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this Section unless specifically otherwise indicated:

1 Annual Gross Rentals / Annual Revenue / Annual Turnover

shall mean the Gross Rentals (Revenue) (Turnover) during the 12 months immediately before the date of the Damage adjusted in terms of Clause 4 (Adjustment Clause)

2 Gross Profit (Additions Basis)

shall mean 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.

3 Gross Profit (Difference Basis)

shall mean the amount by which

3.1 the sum of the Turnover and the amount of the closing stock

shall exceed

3.2 the sum of the amount of the opening stock and the amount of the Uninsured Costs.

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

4 Gross Rentals

shall mean the money paid or payable to the Insured by tenants in respect of rental of the Premises and for services rendered.

5 Indemnity Period

shall mean the period beginning with the commencement of the Damage and ending not later than the Maximum Indemnity Period stated in the Schedule thereafter during which the results of the Business shall be affected in consequence of the Damage.

6 Insured Peril

shall mean

6.1 Fire
6.2 Aircraft
6.3 Earthquake
6.4 Explosion
6.5 Impact
6.6 Leakage
6.7 Lightning
6.8 Malicious Damage
6.9 Riot and Strike (excluding loss or damage occurring in the Republics of South Africa and Namibia)
6.10 Storm and Water / Special perils
6.11 Subsidence, Landslip and Heave / Subsidence, Landslip and Heave (Limited)

as defined in the Fire, Buildings Combined or Office Contents Sections of this Policy

7 Insured Standing Charges

shall mean 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).

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8 Net Profit

shall mean 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.

9 Rate of Gross Profit

shall mean the rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Damage adjusted in terms of Clause 4 (Adjustment Clause)

10 Revenue

shall mean the money paid or payable to the Insured for goods sold and for services rendered in the course of the Business at the Premises.

11 Standard Gross Rentals / Standard Revenue / Standard Turnover

shall mean the Gross Rentals (Revenue) (Turnover) during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period adjusted in terms of Clause 4 (Adjustment Clause)

12 Turnover

shall mean 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.

13 Uninsured Costs

shall mean 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).

Defined Events

Loss following interruption of or interference with the Business in consequence of damage by an Insured Peril occurring during the Period of Insurance to insured property or any part thereof used by the Insured for the purpose of the Business at the Premises (hereinafter termed Damage) in respect of which payment has been made or liability admitted under:

1 the Fire Section of this Policy

2 the Buildings Combined Section of this Policy

3 the Office Contents Section of this Policy

4 any other material damage insurance covering the interest of the Insured

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 Claims

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 4 (Claims) and 6 (Company's rights after an event), with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss, and in the event of a claim being made under this Section shall, not later than 30 days after the expiry of the Indemnity Period, or within such further time as the Company may in writing allow, at their own expense deliver to the Company in writing a statement setting forth particulars of their claim together with details of all other insurance covering the loss or any part of it or consequential loss of any kind resulting therefrom. No claim under this Section shall be payable unless the terms of this Specific Condition have been complied with and, in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

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2 Indemnity Period increased and additional expenditure

If, due to the repair or replacement of damaged property being delayed by the Insured as a result of funds not being available for such repair or replacement, the Indemnity Period is increased beyond that which it would have been had funds been available for such repair or replacement, the Company shall not be liable for any loss incurred as a result of such increased portion of the Indemnity Period. Any additional expenditure likewise incurred shall also not be payable by the Company.

3 Judicial management

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.

Specification

1 Item 1 Gross Profit

1.1 Difference Basis

The insurance under this item is limited to loss of Gross Profit due to

1.1.1 reduction in Turnover and

1.1.2 Increase in Cost of Working

and the amount payable as indemnity hereunder shall be

1.1.1 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

1.1.2 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 months or less, or the appropriate multiple of the Annual Turnover where the Maximum Indemnity Period exceeds 12 months.

1.2 Additions Basis

The insurance under this item is limited to loss of Gross Profit due to

1.2.1 reduction in Turnover and

1.2.2 Increase in Cost of Working

and the amount payable as indemnity hereunder shall be

1.2.1 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

1.2.2 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

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Indemnity Period is 12 months or less, or the appropriate multiple of the Annual Turnover where the Maximum Indemnity Period exceeds 12 months.

Memo

If any Standing Charges of the Business are not insured under this Section, then in computing the amount recoverable hereunder as Increase in Cost of Working, that proportion only of the additional expenditure shall be brought into account which the sum of the Net Profit and the Insured Standing Charges bears to the sum of the Net Profit and all the Standing Charges.

2 Item 2 Gross Rentals

The insurance under this item is limited to

2.1 loss of Gross Rentals and

2.2 Increase in Cost of Working

and the amount payable as indemnity hereunder shall be

2.1 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

2.2 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 months or less, or the appropriate multiple of the Annual Gross Rentals where the Maximum Indemnity Period exceeds 12 months.

3 Item 3 Revenue

The insurance under this item is limited to

3.1 loss of Revenue and

3.2 Increase in Cost of Working

and the amount payable as indemnity hereunder shall be

3.1 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

3.2 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 months or less, or the appropriate multiple of the Annual Revenue where the Maximum Indemnity Period exceeds 12 months.

4 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.

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5 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 stated in the Schedule.

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

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

6 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.

Clauses, Extensions and limitations

1 Accidental Damage Extension (if stated in the Schedule to be included)

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:

1.1 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;

1.2 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.

2 Accountants Clause

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

3 Accumulated stocks Clause

In adjusting any loss, account shall be taken and an equitable allowance made if any shortage in Turnover or Revenue due to the Damage is postponed by reason of the Turnover or Revenue being temporarily maintained from accumulated stocks.

4 Adjustment Clause

Annual Gross Rentals, Annual Revenue, Annual Turnover, rate of Gross Profit, standard Gross Rentals, Standard Revenue and Standard Turnover as defined shall be adjusted as 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.

If the Damage occurs before the completion of the first year's trading of the Business at the Premises, the value of Annual Gross Rentals, Annual Revenue, Annual Turnover, Rate of Gross Profit, Rate of Wages, Standard Gross Rentals, Standard Revenue and Standard Turnover 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.

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 Gross Rentals, Revenue, or Turnover during the Indemnity Period.

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5 Departmental Clause

If the Business is conducted in departments or branches, the independent trading results of which are ascertainable, the provisions under items 1 (Gross Profit), 2 (Gross Rentals) or 3 (Revenue), relating to reduction in Turnover / Gross Rentals / Revenue / and Increase in Cost of Working, shall apply separately to each department or branch affected by the Damage, except that if the Sum Insured by the relative item is less than the aggregate of the (Annual Gross Rentals) (Annual Revenue) (sums produced by applying the rate of Gross Profit) for each department or branch, whether or not affected by the Damage, (to the relative Annual Turnover thereof) (proportionately increased where the Maximum Indemnity Period exceeds 12 months), the amount payable shall be proportionately reduced.

6 Deposit Premium Clause

In consideration of the Premium by items 1, 2, or 3 being provisional in that it is calculated on 75% of the Sum Insured, the Premium is subject to adjustment on expiry of each (annual) Period of Insurance (being the period of twelve consecutive months from the Inception Date or Anniversary Date) as follows:

In the event of the Gross Profit / Gross Rentals / Revenue earned (proportionately increased where the Maximum Indemnity Period exceeds 12 months) during the financial year most nearly concurrent with any Period of Insurance (or any period of twelve consecutive months from the Inception Date or Anniversary Date if the Period of Insurance (other than a first Period of Insurance) is for a period of less than twelve months) being less or greater than 75% of the Sum Insured thereon, a pro rata return or additional Premium as the case may be not exceeding 33⅓% of the provisional Premium paid for such Period of Insurance will be made in respect of the difference.

In the event of a claim being made under this Section, the amount paid or payable thereon shall be regarded as actually earned.

7 Extensions to other premises

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of Damage at the undernoted situations or to property as undernoted shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises:

7.1 Additional Premises

In the event of the Insured occupying or having property at any newly added Premises for the purpose of the Business during the currency of this Section, such newly added Premises shall be deemed to be included in those specified here subject to notification to the Company as soon as reasonably practicable and to adjustment of the Premium if necessary.

7.2 Contract sites

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

7.3 Customers (if stated in the Schedule to be included)

The premises of the customers specified in the Schedule. The amount payable under this Extension in respect of each item (other than Claims Preparation Costs) is limited to 90% of the stated limits for the particular item.

7.4 Prevention of access

Property within a 15km radius of the Insured's Premises, destruction of or damage to which shall prevent or hinder the use of the Premises or access thereto, whether the Premises or property of the Insured therein shall be damaged or not.

The amount payable under this Extension in respect of each item (other than Claims Preparation Costs) is limited to 90% of the Sum Insured for the particular item and in total R300 000 000 for any one event or series of events with one original cause or source.

7.5 Prevention of access - extended cover (if stated in the Schedule to be included)

Property within a 15km radius of the Insured Premises, destruction of or damage to which shall prevent or hinder the use of the Premises or access thereto, whether the Premises or property of the Insured therein shall be damaged or not.

The amount payable under this Extension in respect of each item (other than Claims Preparation Costs) is limited to 90% the Sum Insured for the particular item and in total R300 000 000 for any one event or series of events with one original cause or source.

For the purpose of this Extension "Insured Premises" shall mean:

7.5.1 the Insured's Premises;

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7.5.2 **Additional Premises** as insured by Extension 7.1;

7.5.3 **Contract sites** as insured by Extension 7.2;

7.5.4 **Customers premises** stated in the Schedule as being insured by Extension 7.3;

7.5.5 **Public telecommunications premises** as stated in Extension 7.6 but only if Extension 7.6 is stated as being included in the Schedule;

7.5.6 **Public utilities premises** as stated in Extension 7.7 but only if Extension 7.7 is stated as being included in the Schedule;

7.5.7 **Specified Suppliers / Sub-contractors premises** stated in the Schedule as being insured by Extension 7.8;

7.5.8 **Property of the Insured in storage** as insured by Extension 7.9;

7.5.9 **Unspecified Suppliers premises** but only if Extension 7.10 is stated as being included in the Schedule.

7.6 Public telecommunications - Insured Perils only (if stated in the Schedule to be included)

7.6.1 property at the premises of any public authority or provider of telecommunications services or electronic communications and transactions services as defined by the Electronic Communications and Transactions Act 25 of 2002 as amended which is empowered by law to supply a telecommunications facility to the Insured;

7.6.2 the transmission facilities network of the public authority or provider mentioned in 7.6.1.

The amount payable under this Extension in respect of each item (other than Claims Preparation Costs) is limited to 90% of the Sum Insured for the particular item and in total R25 000 000 for any one event or series of events with one original cause or source.

7.7 Public utilities - Insured Perils only (if stated in the Schedule to be included)

Property at electricity generating stations, sub-stations or transmission networks, gasworks including the related gas distribution network, water purification plants, pumping stations, aqueducts and pipelines of an authority (which term shall include utility companies under sole or partial private ownership) 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.

The amount payable under this Extension in respect of each item (other than Claims Preparation Costs) is limited to 90% of the Sum Insured for the particular item and in total R25 000 000 for any one event or series of events with one original cause or source.

7.8 Specified Suppliers / Sub-contractors (if stated in the Schedule to be included)

The premises of the Suppliers and Sub-contractors specified in the Schedule. The amount payable under this Extension in respect of each item (other than Claims Preparation Costs) is limited to 90% of the stated limits for the particular item.

7.9 Storage, transit and vehicle

Property of the Insured whilst stored or whilst in transit by air, road, rail or inland waterway or being motor vehicles of the Insured elsewhere than at Premises occupied by the Insured.

7.10 Unspecified Suppliers (if stated in the Schedule to be included)

The premises of any other of the Insured's suppliers, manufacturers or processors of components, goods or materials, but excluding the premises of any public supply undertaking from which the Insured obtains electricity, gas or water.

The amount payable under this Extension in respect of each item (other than Claims Preparation Costs) is limited to 90% of the stated limit for the particular item and in total R150 000 000 for any one event or series of events with one original cause or source.

The geographical limits of

7.2 (Contract sites), 7.3 (Customers), 7.4 (Prevention of access), 7.5 (Prevention of access - extended), 7.9 (Storage, transit and vehicle) and 7.10 (Unspecified Suppliers) of the Extensions to other premises are confined to the Republics of South Africa and Botswana, the Kingdoms of Eswatini and Lesotho and the Republics of Malawi, Namibia and Zimbabwe;

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7.1 (Additional Premises), 7.6 (Public telecommunications - Insured Perils only) and 7.7 (Public utilities - Insured Perils only) of the Extensions to other premises are confined to the Republics of South Africa and Namibia.

8 Output (alternative basis) Clause

At the option of the Insured, the term Output may be substituted for the term Turnover and, for the purposes of this Section, Output shall mean the sale or transfer value, as shown in the Insured's books, of goods manufactured or processed by the Insured at the Premises

provided that

8.1 only the meaning of Output or the meaning of Turnover shall be operative in connection with any one event resulting in interruption

8.2 if the meaning of Output be used

8.2.1 Clause 3 (Accumulated stocks Clause) shall be inoperative

8.2.2 the final paragraph of Clause 4 (Adjustment Clause) shall read

if, during the Indemnity Period, goods shall be manufactured or processed other than at the Premises for the benefit of the Business either by the Insured or by others on behalf of the Insured, the sale or transfer of such goods shall be brought into account in arriving at the Output during the Indemnity Period.

9 Salvage Sale Clause

If the Insured holds a Salvage Sale during the Indemnity Period Clause 1.1.1 (1.2.1) of item 1 (Gross Profit) shall, for the purposes of such claim, read as follows

1.1.1 in respect of reduction in Turnover

1.2.1

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.

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DETERIORATION OF STOCK (MACHINERY BREAKDOWN)

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this Section unless specifically otherwise indicated:

1 Accident

shall mean unforeseen and sudden physical damage to the Machinery described in the Schedule of this Section from any cause provided for under the Machinery Breakdown Section of this Policy liability under which Section shall except for the provision of the Specific Exception relating to the excess be a Condition precedent to liability hereunder.

2 Coldroom

shall include refrigeration chamber.

3 Damage

shall mean

3.1 in respect of the Insured Products

destruction or impairment in value of the Insured Products by deterioration or contamination or putrefaction or spoilage

3.2 in respect of the Insured Coldrooms

damage

as a result of an Accident.

4 Value

shall mean

4.1 in respect of the Insured Products

4.1.1 the actual purchase price paid by the Insured to his supplier for the Insured Products or that part thereof affected by Damage

or

4.1.2 the actual purchase price paid by the Insured to his supplier for the Insured Products or that part thereof affected by Damage to which is added the processing costs of such Insured Products prior to being placed in the Coldroom(s)

or

4.1.3 the selling price of the Insured Products or that part thereof affected by Damage

whichever is stated in the Schedule to be applicable.

4.2 in respect of the Insured Coldroom(s)

the current day replacement cost of the Coldroom(s)

Defined Events

This insurance is in respect of:

1 Fortuitous Damage to the Products and/or Coldroom(s) insured

2 increase in the cost of working

and the amount payable as indemnity there under shall be:

1 in respect of Fortuitous Damage to the Products and/or Coldroom(s) insured:

the value of the Insured Products and/or Coldroom(s) affected as a direct consequence of the Damage but not exceeding the Limit of Indemnity stated in the Schedule

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2 in respect of increase in the cost of working:

the additional expenditure necessarily and reasonably incurred as a direct consequence of the Damage (including costs incurred in obtaining alternative storage facilities for the Insured Products) wholly and exclusively incurred for the purpose of preventing or minimising Damage to the Insured Products but not exceeding the amount that would otherwise have been indemnifiable under Clause 1 above

provided always that:

1 other than in the case of the accidental escape of refrigerant Damage shall cause a fluctuation in temperature in the Coldroom(s)

2 the Company shall have the benefit of any saving in expenditure as a result of the Damage.

Specific Exceptions

The Company shall not indemnify the Insured in respect of:

1 Bruising etc.

Damage to the Insured Products and/or Coldroom(s) caused by bruising rodents pests or natural deterioration disease or vice.

2 Consequential loss

consequential loss damage or liability arising out of the Damage to the Insured Products and/or Coldroom(s)

3 Excess

the Excess stated in the Schedule

4 Insured Products

Damage to Insured Products not contained in Insured Coldroom(s) at the time of such Damage

Clauses, Extensions and Limitations

1 Accidental escape of refrigerant Extension (if stated in the Schedule to be included)

The definition of Accident is extended to include Damage to the Insured Products (contained in the Coldrooms) and/or the Insured Coldroom(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.

2 Automatic restart Clause

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.

3 Contamination by refrigerant necessitating evacuation of Coldroom(s) Extension (if stated in the Schedule to be included)

The definition of Damage In respect of Insured Coldroom(s) is extended to include contamination by refrigerant necessitating the evacuation of the Coldroom(s)

4 Declaration Clause

On the expiry of each (annual) Period of Insurance (being the period of twelve consecutive months from the Inception Date or Anniversary Date) the Insured shall make the following declaration to the Company:

4.1 the average monthly value of the Insured Products contained in Coldroom(s). The provisional Premium shall be adjusted at the rates agreed between the Insured and the Company and an additional or refund Premium charged or allowed to the Insured

or

4.2 the maximum value of the Insured Products contained in Coldroom(s) at any one time during the Period of Insurance. The provisional Premium charged shall be adjusted at the rates agreed between the Insured and the Company and an additional or refund Premium charged or allowed to the Insured

4.3 the estimated value at risk for the forthcoming Period of Insurance in accordance with the provisions of 4.1 above

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4.4 the replacement cost of the Coldroom(s).

5 Failure of the public supply of electricity Extension (if stated in the Schedule to be included)

The definition of Accident is extended to include 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:

5.1 the deliberate act of the Insured or any supply authority

5.2 drought or shortage of fuel at any power station

6 Maintenance processes Clause

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.

7 Provisional Premium Clause

The Premium charged under this Section shall be provisional and adjusted on the expiry of each Period of Insurance in accordance with the provisions of memorandum 4 (Declaration Clause) above.

8 Required certificate and proofs Clause

In the event of Damage to the Insured Products:

8.1 where such Damage necessitates destroyal 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

8.2 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

8.3 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.

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DIRECTORS' AND OFFICERS' LIABILITY

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this Section unless specifically otherwise indicated:

1 Claim

shall mean

1.1 a written demand, or

1.2 a civil proceeding including third party proceeding, counterclaim, or arbitration proceeding, commenced by the service of a writ, summons, or similar proceeding, or

1.3 a criminal proceeding commenced by the lodging of an indictment or similar process, or

1.4 a formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document, or

1.5 an arbitration proceeding for a Wrongful Act including any appeal therefrom.

2 Defence Costs

shall mean that part of any Loss consisting of reasonable costs, charges, fees (including but not limited to attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of the directors, Officers or employees of the Insured Company) incurred in defending or investigating Claims.

Defence Costs shall also include Premium paid for insurance policies or bonds which may be required in order to institute an appeal or incurred in appealing any adverse judgment provided that a senior counsel selected by the Company shall be of the opinion that such an appeal should be likely to succeed.

3 Employment Related Wrongful Act

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

4 Executive Officer

shall mean the chairperson, chief Executive Officer, managing director, chief financial officer or in-house general counsel of the Insured Company.

5 Insured

either in the singular or plural shall mean the Insured Persons and solely in respect of Insuring Agreement B (Insured Company reimbursement cover) (if insured), the Insured Company.

6 Insured Company

shall mean the company or organisation named in the Schedule including its subsidiaries named in the Schedule.

7 Insured Person(s)

shall mean

7.1 any natural person who has been, is or shall become duly elected or appointed director or Officer of the Insured; and

7.2 an employee of the Insured but only to the extent that such employee is

7.2.1 acting in a managerial or supervisory capacity

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7.2.2 acting as the Insured Company's company secretary; or

7.2.3 named as co-defendant with a director or Officer with respect to any Claim.

Insured Person does not include external auditors appointed by the insured.

8 Insolvency

shall mean the status of the Insured Company resulting from the appointment by any government official, agency, bank pursuant to a fixed or floating charge, or court of any receiver, conservator, liquidator, administrator, trustee, rehabilitator or equivalent to take control of, supervise, manage, liquidate or administer such Insured.

9 Interrelated Wrongful Acts

shall mean all Wrongful Acts that have as a common nexus any fact, circumstances, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.

10 Loss

shall mean the amount which the Insured becomes legally obligated to pay on account of each Claim and for all Claims in the Period of Insurance and the Discovery Period, if exercised, made against them for Wrongful Acts for which cover applies, including, but not limited to, damages, judgments, settlements and Defence Costs including adverse court cost orders or Company sanctioned agreement to pay legal costs.

Loss does not include:

10.1 any amount for which the Insured is absolved from payment;

10.2 taxes, fines or penalties imposed by law;

10.3 the multiple portion of any multiplied damage award or punitive or exemplary damages incurred by the Insured; or

10.4 matters deemed uninsurable under law;

provided this definition does not exclude punitive or exemplary damages incurred by the Insured Person to the extent such damages are insurable under applicable law.

11 Non-profit Entity

shall mean any non-profit corporation, community chest, fund or foundation that is

11.1 not included in the definition of Insured;

11.2 envisaged in Schedule 1 of the Companies Act No. 71 of 2008 as amended.

12 Officer

is extended to include any natural person who is employed by the Insured in a managerial or supervisory position.

13 Outside Entity

shall mean an entity which is not within the definition of the Insured Company and

13.1 in which the Insured Company holds any issued share; or

13.2 which is a tax-exempt Non-profit Entity, trade association or registered charity.

14 Period of Insurance

shall mean the period stated in the Schedule, subject to prior termination in accordance with specific Condition 18 (Termination of cover)

15 Pollutants

shall mean any substance exhibiting any hazardous characteristics as defined by or identified by the Hazardous Substances Act 1973. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste materials.

Pollutants shall also mean any other air emission, odour, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, electric or magnetic or electromagnetic field and noise.

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16 Proposal

shall mean all signed proposals, including attachments and materials submitted therewith, for this Section or for any Policy of which this Section is a renewal or replacement. All such proposals, attachments and materials are deemed attached to and incorporated into this Section.

17 Section

shall mean the Proposal form, this Section form, the Schedule and any endorsements hereto.

18 Security(ies)

shall mean any shares in the capital of a company and includes stock and debentures convertible into shares and any rights or interests in a company or in respect of any such shares, stock or debentures.

19 Subsidiary

shall mean any organisation in which the Insured Company either directly or indirectly through one or more of its subsidiaries

19.1 holds a majority of the voting rights; or

19.2 has the right to appoint or remove a majority of its board of directors; or

19.3 controls alone, pursuant to a written agreement with other shareholders, a majority of the voting rights therein.

20 Wrongful Act

shall mean

20.1 any error, misstatement, misleading statement, act, omission, negligence, or breach of duty actually or allegedly committed or attempted by any of the Insured Persons, individually or otherwise, in their capacity as such, or

20.2 any matter claimed against an Insured Person solely by reason of his serving in such capacity.

Except as may be otherwise specifically provided in this Section, Wrongful Act does not include any conduct actually or allegedly committed or attempted by Insured Persons in their capacity as a director, Officer, trustee or employee of any organisation other than the Insured Company, even if service in such capacity is with the knowledge and consent of, at the direction or request of, or part of the duties regularly assigned to the Insured Person by the Insured Company.

Defined Events

Wrongful Acts as hereinafter provided for in the elected Insuring Agreements and Extensions which occur on or after the Retroactive Date stated in the Schedule and which result in Claims first made during the Period of Insurance.

The Company agrees to indemnify:

1 Insuring Agreement A – Directors' and Officers' individual cover

the Insured Persons against Loss arising out of any Claim made against them jointly or severally on account of any Wrongful Act committed or alleged to have been committed by them.

2 Insuring Agreement B – Insured reimbursement cover

the Insured Company for amounts paid by the Insured Company to indemnify Insured Persons for any Claim but only to the extent that the Insured is contractually or legally permitted to do so.

Specific Conditions

1 Acquisitions

If during the Period of Insurance the Insured Company

1.1 acquires Securities in another organisation or creates another organisation, which as a result of such acquisition or creation becomes a Subsidiary, or

1.2 acquires any organisation by merger into or consolidation with the Insured Company

such organisation and its Insured Persons shall be covered under this Section as follows:

1.3 if the fair value of all cash, Securities, assumed indebtedness and other consideration paid by the Insured Company for any such acquisition or creation is less than 20% of the total assets of all of the companies as reflected in the Insured Company's most recent financial statements as

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at the inception of the Period of Insurance, such organisation and its Insured Persons shall automatically be covered under this Section, but only with respect to Wrongful Acts taking place after such acquisition or creation.

1.4 In respect of all other acquisitions or creations described in 1.1 or 1.2 above, such organisation and its Insured Persons shall automatically be covered under this Section but only for ninety (90) days or the remainder of the Period of Insurance, whichever is less, following the effective date of such acquisition or creation ("automatic cover period") and only in respect of Wrongful Acts taking place after such acquisition or creation.

2 Allocation of amounts

If in any Claim the Insured Company and/or Insured Person(s) incur Loss jointly with others, or incur Loss partly covered by this Section and partly not covered, then the Insured and the Company shall allocate such amount between Loss covered and not covered based upon the relative legal exposures of the parties to matters covered and not covered.

If there can be an agreement on an allocation of Defence Costs, the Company shall advance on a current basis Defence Costs allocated to the covered Loss. If there can be no agreement on an allocation of Defence Costs, the Company shall advance on a current basis Defence Costs which the Company believes to be covered under this Section until a different allocation is negotiated, arbitrated or judicially determined. Any advancement of Defence Costs shall be subject to, and Conditional upon receipt by the Company of a written undertaking by the Insured Company and each Insured Person(s) that such advanced amounts shall be repaid to the Company by the Insured severally according to their respective interests if and to the extent they shall not be entitled under the terms and Conditions of this Section to cover for such Defence Costs.

Any negotiated, arbitrated or judicially determined allocation of Defence Costs on account of a Claim shall be applied retroactively to all Defence Costs on account of such Claim, notwithstanding any prior advancement to the contrary. Any allocation or advancement of Defence Costs on account of a Claim shall not apply to or create any presumption in respect of the allocation of other Loss on account of such Claim or any other Claim.

3 Change in interest

No change in, modification of, or assignment of interest under this Section shall be effective except when made by a written endorsement to this Section which is signed by an authorised representative of the Company.

4 Claims

4.1 It shall be the duty of the Insured Person(s) and not the duty of the Company to defend any Claim.

4.2 The Insured and the Insured Person(s) agree not to settle or offer to settle any Claim, incur any Defence Costs or otherwise assume any contractual obligation or admit any liability with respect to any Claim without the Company's written consent. The Company shall not be liable for any settlement, Defence Costs, assumed obligation or admission to which it has not consented.

4.3 In respect of any Claim submitted under this Section, the Company shall have the right and shall be given the opportunity to effectively associate with, and shall be consulted in advance by the Insured regarding:

4.3.1 the selection of appropriate defence attorneys and counsel;

4.3.2 substantive defence strategies, including, without limitation, decisions regarding the filing and content of substantive motions;

4.3.3 settlement negotiations.

4.4 The Insured shall provide the Company with all information, assistance and co-operation which the Company reasonably requests and agree that in the event of a Claim they will do nothing that shall prejudice the Company's position or their potential or actual rights of recovery. The Company may make any investigation it deems necessary.

4.5 The Company may, with the written consent of the Insured Company, settle any Claim for solely a monetary amount which the Company deems reasonable. If the Insured withholds consent of such settlement, the Company's liability for all Loss on account of such Claim shall not exceed the amount for which the Company could have settled such Claim plus Defence Costs accrued as of the date such settlement was proposed in writing by the Company to the Insured.

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5 Compliance, rights and obligations

5.1 No action shall lie against the Company unless, as a Condition precedent thereto, there shall have been full compliance with all the terms of this Section.

5.2 No person or organisation shall have any right under this Section to join the Company as a party to any action against Insured Persons nor shall the Company be impeded by the Insured or Insured Persons or their legal representatives.

5.3 Liquidation or Insolvency of the Insured or of the estate of any Insured Person shall not relieve the Company of its obligations nor deprive the Company of its rights or defences under this Section.

6 Defence Costs

The Company may at its sole discretion advance on behalf of the Insured Person(s) Defence Costs which the Insured Person(s) have incurred in connection with Claims made against them, prior to the final disposition of such Claims. In such event the Insured agree:

6.1 that in the event it is finally established that any such Defence Costs are not covered under this Section, they will be repaid to the Company;

6.2 any such advancement of Defence Costs shall reduce the Limit of Indemnity for such Claim;

6.3 any such advancement of Defence Costs shall not create any presumption in respect of the allocation of other Loss on account of any Claim;

6.4 any such advancement of Defence Costs are subject to specific Condition 2 (Allocation of amounts).

7 Imputed facts

No fact pertaining to, or knowledge possessed by, any Insured Person shall be imputed to any other Insured Person for purposes of applying the Exceptions set forth in this Section. Only facts pertaining to or knowledge possessed by an Executive Officer shall be imputed to the Insured Company for purposes of applying the Exceptions set forth in this Section.

8 Jurisdiction

This Section shall be governed by the law of the Republic of South Africa and shall be subject to the exclusive jurisdiction of the competent courts thereof.

9 Limit of Indemnity

9.1 For the purposes of this Section, all Claims arising out of the same Wrongful Act and all Interrelated Wrongful Acts of the Insured Persons shall be deemed one Claim, and such Claim shall be deemed to be first made on the date the earliest of such Claims is first made against them, regardless of whether such date is before or during the Period of Insurance.

9.2 General Condition 15 (Reinstatement of cover after loss) does not apply to this Section.

The Company's maximum liability for Loss on account of all Claims first made during the same Period of Insurance, whether covered under one or more Insuring Agreements, shall be the Limit of Indemnity for each Period of Insurance set forth in the Schedule

9.3 Except as otherwise provided in this clause, the Company's liability in respect of Loss arising from each Claim shall apply only to that part of Loss which is excess of the applicable excess stated in the Schedule and such excess shall be borne by the Insured uninsured and at its own risk.

9.4 Defence Costs shall be part of and not in addition to the Limit of Indemnity stated in the Schedule and said Limit of Indemnity shall be reduced by the amount of such Defence Costs.

9.5 The exercise of the Discovery Period option shall not increase or reinstate the Limit of Indemnity stated in the Schedule, which shall be the maximum liability of the Company for all Loss on account of all Claims first made during the Period of Insurance and Discovery Period, combined.

10 Mandate of the Insured by Insured Persons

The Insured Company agrees to act on behalf of the Insured in respect of the giving and receiving of notice of Claim or termination, the payment of Premiums and the receiving of any return Premiums that may become due under this Section, the agreement to and acceptance of endorsements, and the giving or receiving of any notice provided for in this Section (except as regards the Insured Person(s) ability to apply for the Discovery Period). The Insured Persons agree that the Insured Company may so act on their behalf.

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11 Mergers

If during the Period of Insurance

11.1 the Insured Company merges into or consolidates with another organisation, or

11.2 another organisation, or person or group of organisations and/or persons acting in concert, acquires Securities or voting rights which result in ownership or voting control by the other organisation(s) or person(s) of more than fifty percent (50%) of the outstanding Securities representing the present right to vote for the election of directors of the Insured Company,

cover under this Section shall continue until termination of this Section but only in respect of claims for Wrongful Acts taking place prior to such merger, consolidation or acquisition. As of the effective date of such merger, consolidation or acquisition, all Premiums paid or due at any time under this Section shall be deemed fully earned and non-refundable.

The Insured Company shall give written notice of such merger, consolidation or acquisition to the Company as soon as reasonably possible together with such information as the Company may request.

12 Other insurances

Notwithstanding general Condition 13 (Other insurance), if any Loss arising from any Claim made under this Section is insured under any other valid and collectable insurance policy(ies), prior or current, then this Section shall cover such Loss, subject to its terms, Conditions and Exceptions only to the extent that the amount of such Loss is in excess of the amount of such other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limit of Indemnity provided by this Section.

13 Proposal

In granting cover under this Section, the Company has relied upon the statements and representations in the Proposal form. The Insured represents that all such statements and representations are true and shall be deemed material to the acceptance of the risk or the hazard assumed by the Company under this Section which is issued in reliance upon the truth thereof.

The Insured agree that in the event that any such statements and representations are untrue, this Section shall not afford any cover in respect of any of the following Insured Persons:

13.1 any Insured Person who knew the facts relating to him/herself were not truthfully disclosed in the Proposal form;

13.2 the Insured Company, under Insuring Agreement B (Insured reimbursement cover), to the extent it indemnifies any Insured Person referred to in 13.1 above.

14 Republic of South Africa

This Section only covers Wrongful Acts occurring and Claims made in the Republic of South Africa.

15 Requirements of the Insured

The Insured shall, as a Condition precedent to their rights under this Section:

15.1 advise the Company as soon as reasonably possible of any Claim but not later than 30 days after such Claim is first made against an Insured Person;

15.2 advise the Company as soon as reasonably possible after they become aware of any circumstances which could give rise to a Claim; any Claim subsequently arising from such circumstances shall be deemed to have been made at the time that the circumstances were first reported;

15.3 give to the Company such information and cooperation as it may reasonably require, including but not necessarily limited to a description of the Claim or circumstances, the nature of the alleged Wrongful Act, the nature of the alleged or potential damage, the names of actual or potential claimants and the manner in which the Insured or the Insured Persons first became aware of the Claim or circumstances

16 Subrogation

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.

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17 Subsidiaries

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

18 Termination of cover

This Section shall terminate at the earliest of the following times:

18.1 the effective date of termination specified in a prior written notice by the Insured Company to the Company, provided this Section may not be terminated by the Insured after the effective date of a company merger, consolidation or acquisition as described in specific Condition 11 (Mergers); or

18.2 upon expiration of the Period of Insurance as stated in the Schedule; or

18.3 ten (10) days after receipt by the Insured of a written notice of termination from the Company for failure to pay a Premium when due, unless the Premium is paid within such ten (10) day period; or

18.4 at such other time as may be agreed upon by the Company and the Insured.

The Company may not terminate this Section prior to expiration of the Period of Insurance, except as provided above for non-payment of a Premium. The Company shall refund the unearned Premium computed at customary short period rates if this Section is terminated by the Insured.

Under any other circumstances the refund shall be computed pro rata. Payment or tender of any unearned Premium by the Company shall not be a Condition precedent to the effectiveness of such termination, but such payment shall be made as soon as reasonably possible.

Specific Exceptions

The Company shall not be liable for Loss arising from any Claim

1 Breach of acts

based upon or arising out of, attributable to, or as a consequence of any breach of either the Public Finance Management Act (No 1 of 1999 as amended) or the Municipal Finance Management Act (No 56 of 2003 as amended);

2 By or on behalf of the Insured or any Insured Person

brought or maintained by or on behalf of the Insured or any Insured Person in any capacity except:

2.1 a Claim that is a derivative action brought or maintained on behalf of the Insured by one or more persons who are not Insured Persons and who bring and maintain the Claim without the solicitation or instigation of any Insured; or

2.2 a Claim brought or maintained by any Insured Person for contribution or indemnity, if the Claim directly results from another Claim covered under this Section; or

2.3 a Claim brought or maintained by any employee of the Insured Company other than as described in the definition of Insured Person; or

2.4 a Claim brought or maintained by any Insured Person for any actual or alleged Employment Related Wrongful Act;

3 Claims and circumstance arising prior to inception

based upon, arising out of, or attributable to

3.1 any Wrongful Act of which the Insured was aware at the inception of this Section;

3.2 any fact, circumstance or situation which has been the subject of any written notice given under any Section of which this Section is a renewal or replacement;

3.3 any prior or pending litigation against the Insured as at the inception of this Section or the same or substantially the same fact, circumstance or situation underlying or alleged therein;

4 Employee benefits

based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any pension, profit sharing or employee benefit or welfare programme or any share option, share incentive scheme or trust established in whole or in part for the benefit of any of the directors, Officers or employees of the Insured;

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5 Fraudulent acts

for any deliberately fraudulent act or omission or any wilful violation of any statute or regulation if a judgment or other final adjudication adverse to such Insured Person establishes that such Insured Person committed in fact such an act, omission or wilful violation;

6 Injury and damage to property

for bodily injury, mental anguish, emotional distress, sickness, disease or death of any person, or for damage to or destruction of any tangible property including loss of use thereof, or for defamation of character or violation of a person's right of privacy;

Provided this Exception shall not apply in respect of any actual or alleged mental anguish, emotional distress, libel, slander, defamation of character or violation of a person's right of privacy in any Claim by a past, present or prospective employee of the Insured Company for any employment-related Wrongful Act.

7 Insolvency

arising out of the Insolvency of the Insured Company if at the time of inception of this Section

7.1 the Insured Company's liabilities exceeded its assets;

7.2 the Insured Company had justifiable cause to contemplate business rescue proceedings

8 Insurance

based upon, arising from or in consequence of or the failure to arrange, maintain or buy insurance;

9 Major Shareholder

brought against the Insured Persons for any actual or alleged Wrongful Act by a Major Shareholder. For the purpose of this Exception a Major Shareholder is a shareholder of the Insured:

9.1 who owns or controls more than 50 percent of the ordinary shares; or

9.2 who has the right to appoint or remove directors holding more than 50 percent of the voting rights at meetings of the board; or

9.3 who has the sole control of more than 50 percent of the voting rights in the Insured whether pursuant to an agreement with other members or otherwise;

10 Money Laundering

The Company shall not be liable to make any payment in connection with any Loss arising out of, based upon or attributable to, or in any way involving any actual or alleged act of, Money Laundering. The burden of proving that any Loss does not fall within the Money Laundering Exception shall be upon the Insured.

Money Laundering means the actual or attempted conspiracy to commit or commission, aiding, abetting, counselling, procuring, or inciting of any act which is in breach of and/or constitutes an offence or offences under:

10.1 any Money Laundering legislation (or any provision and/or rule or regulations made by any Regulatory Body or Authority thereunder), including any act which, if it occurred in a part of the United Kingdom, would be unlawful under Part 7 of the Proceeds of Crime Act 2002 (c.29) *et seq*. and/or any act which, if it occurred in a part of the United States, would be unlawful under Racketeer Influenced and Corrupt, Organisation Act 18 United States Code 1961 *et seq*.; or

10.2 any legislation which implements or is designed to implement the European Council Directive, 91/308/EEC on prevention of the use of the financial system for the purpose of Money Laundering as amended (including Part 3 of the United Kingdom Terrorism Act 2000 (c.11) *et seq*.); and/or,

10.3 any offence under the International Convention for the Suppression of Financing of Terrorism.

11 Outside Entity

for a Wrongful Act by an Insured Person in an Outside Entity;

12 Payments, commissions, gratuities

arising from or in consequence of alleged or actual

12.1 payments, commissions, gratuities, benefits or any other favours to or for the benefit of any full or part time domestic or foreign government or armed services officials, agents, representatives, employees or any members of their family or any entity with which they are affiliated; or

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12.2 payments, commissions, gratuities, benefits or any other favours to or for the benefit of any full or part-time officials, directors, agents, partners, representatives, principal shareholders, owners, employees or affiliates (including any Officers, directors, agents, owners, partners, representatives, principal shareholders or employees of such affiliates) of any customers of the Insured or any member of their family or any entity with which they are affiliated; or

12.3 political contributions, whether domestic or foreign.

13 Personal profit

based upon, arising out of, or attributable to such Insured Person gaining in fact any personal profit; remuneration or financial advantage to which such Insured Person was not legally entitled;

14 Pollution

based upon, arising out of, or attributable to

14.1 the actual, alleged or threatened discharge, release, escape, seepage, migration or disposal of Pollutants into or on real or personal property, water or the atmosphere; or

14.2 any direction or request that the Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants, or any voluntary decision to do so; including without limitation any Securities Claim or any other Claim by or on behalf of the Insured, its Securities holders or creditors based upon, arising out of, or attributable to the matters described in this Exception;

15 Professional services

based upon, arising from or in consequence of the rendering of or failure to render professional services;

16 Securities

based upon or arising out of, or attributable to any actual or intended private placement or public offering of any Securities of the Insured;

17 Wrongful Acts which occurred prior to the Retroactive Date

arising from any Wrongful Act which occurred prior to the Retroactive Date stated in the Schedule provided that nothing contained within this Exception shall be interpreted as releasing the Insured from their obligation to disclose as a material fact all details of Claims made or outstanding or events likely to give rise to a Claim.

Clauses, Extensions and Limitations

1 Corporate manslaughter costs Extension

Notwithstanding anything to the contrary in Specific Exception 6 (Injury and damage to property), the Company will indemnify the Insured Persons in respect of reasonable costs, charges, fees (including but not limited to attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of the directors, Officers or employees of the Insured Company) necessarily incurred in connection with a formal hearing into the affairs of the Insured Company arising out of any action brought against the Insured Company alleging corporate manslaughter even though the Insured Persons have not been named in the investigation provided that the Company's liability in respect of this Extension shall not exceed the Limit of Indemnity stated in the Schedule.

2 Deprivation of assets Extension

The Company will pay directly to service providers expenses incurred by an Insured Person relating to schooling, housing, utilities and personal insurances for a period not exceeding 12 months commencing 30 days after the execution of an interim or interlocutory order confiscating, controlling, suspending or freezing rights of ownership of, or creating a charge over, real or personal assets of such Insured Person, provided that:

2.1 a personal allowance has been directed by a court to meet such payments; and

2.2 such personal allowance has been exhausted; and

2.3 the liability of the Company in terms of this Extension shall be sub-limited to 1% of the Limit of Indemnity for each Insured Person and sub-limited in the annual aggregate to 10% of the Limit of Indemnity which limit shall be in excess of the general Limit of Indemnity.

3 Discovery Period Extension

If the Company or the Insured Company do not renew this Section or terminates this Section, the Insured Company and Insured Persons shall have the right, upon payment of an additional Premium equal

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to 100% of the annual Premium for this Section, to an extension of the cover for a period of 12 months (the Discovery Period) following the effective date of such non-renewal or termination, but only in respect of a Wrongful Act otherwise covered under this Section taking place prior to the effective date of such non-renewal or termination.

This right of extension shall lapse unless written notice of such election, together with payment of the additional Premium due, is given by the Insured Company to the Company within 30 days following the effective date of termination or of non-renewal.

Any Claim made during the Discovery Period shall be deemed to have been made during the Period of Insurance.

The Premium due for the Discovery Period shall be deemed fully earned and non-refundable upon payment. The Insured Company shall not be entitled to elect the Discovery Period under this Extension if an extension of cover is granted pursuant to specific Condition 11 (Mergers).

4 Emergency costs Extension

If the Company's written consent cannot be obtained before Defence Costs are incurred with respect to Loss indemnifiable in terms of this Section, the Company will give retrospective approval for such Defence Costs provided that the Company's liability shall not exceed 10% of the Limit of Indemnity and provided further that such approval is sought as soon as reasonably practicable.

5 Estates and legal representatives Extension

This Section shall cover Claims for Wrongful Acts made against the estates, heirs, legal representatives or assigns of Insured Persons who are deceased or against the legal representatives or assigns of Insured Person(s) who are incompetent, insolvent or liquidated to the extent that in the absence of such death, incompetence, Insolvency or liquidation, such Claims would have been covered under this Section.

6 Extradition Costs Extension

6.1 Costs of defending extradition proceedings

The Company will pay the reasonable fees, costs and expenses of each Insured Person (other than remuneration of the Insured Person, cost of their time or costs or overheads of the Insured Company) incurred with the Company's prior written consent, by or on behalf of such Insured Person acting in their capacity as such, in connection with challenging, resisting and/or defending Extradition Proceedings brought against such Insured Person, following:

6.1.1 receipt by such Insured Person of an official notice in writing from the responsible governmental authority advising of a request for extradition being made against them; or

6.1.2 the execution of a warrant for the arrest of such Insured Person,

whichever is the earlier.

Extradition Proceedings includes any appeal relating thereto as well as judicial review applications challenging the designation of any territory for the purposes of the Extradition Act 1962 and the Amendment Act, No 79 of 1996 of the Republic of South Africa (or the equivalent legislation in any other territory), (including for the avoidance of doubt, the selection of the USA as a designated category 2 territory), any extradition decision by the Secretary of State or applications to the European Court of Human Rights or similar court with respect to extradition proceedings.

The Company's liability in respect of this Extension shall not exceed 20% of the Limit of Indemnity stated in the Schedule.

6.2 Extradition Crisis Costs and Extradition Media Expenses

The Company will pay, as part of the Limit of Indemnity, at the election of the Insured Person:

6.2.1 up to 10% of the sub-limit for extradition costs for Extradition Crisis Costs; and

6.2.2 up to 10% of the sub-limit for extradition costs for Extradition Media Expenses

For the purposes of this Extension

6.2.3 Extradition Crisis Costs shall mean the reasonable fees, costs and expenses of any accredited counsellor and/or tax adviser retained by the Insured or Insured Person, with the Company's prior written consent, directly in connection with Extradition Proceedings brought against such Insured Person;

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6.2.4 Extradition Media Expenses shall mean the reasonable fees, costs and expenses of public relations consultants retained by the Insured or Insured Person, with the Company's prior written consent, directly in connection with Extradition Proceedings brought against such Insured Person.

7 Fines and penalties Extension

Notwithstanding anything contained in the Section to the contrary, the Company will pay on behalf of the Insured Persons any civil fines and penalties imposed on such Insured Persons by law following an official investigation, examination, inquiry or like proceeding ordered or commissioned by any official or regulatory authority that is granted a recognition order by the Financial Services Board or equivalent official or regulatory authority in any other jurisdiction to which this insurance applies to investigate the affairs of the Insured Company, other than the following:

7.1 fines or penalties imposed in connection with intentional or fraudulent acts;

7.2 any form of criminal fines or penalties;

7.3 fines or penalties considered uninsurable under the law applicable to the Section or by any other applicable law;

7.4 fines or penalties imposed in connection with any breach of any form of tax regulation or tax infringement;

The Company's liability in terms of this Extension is sub-limited to 2.5% of the Limit of Indemnity stated in the Schedule.

8 General counsel liability Extension

The provision of professional advice or services of any internal general counsel in the full time employment of the Insured Company given exclusively to the Insured Company with regard to the direction or management of the Insured shall not be regarded as falling within the scope of professional services as envisaged by Specific Exception 15 (Professional services).

9 Injury and damage Defence Costs Extension

Notwithstanding anything to the contrary in Specific Exception 6 (Injury and damage to property), the Company will pay the Non-indemnifiable Loss related to Defence Costs only of an Insured Person in any instance where the general liability insurance effected by the Insured Company fails to respond. For the purposes of this Extension Non-indemnifiable Loss means that Loss of an Insured Person for which the Insured Company is unable to indemnify due to legislative prohibition or due to its Insolvency. The Company's liability in respect hereof shall be sub-limited to 20% of the Limit of Indemnity.

10 Non-executive directors protection Extension

In the event of the Company avoiding this Section from inception or from the time of any variation in cover due to fraudulent conduct, non-disclosure, misrepresentation or intent to deceive by the Insured Company or one or more of the Insured Persons, the Company shall maintain cover for each non-executive director who is insured under this Section until the expiry date of the Section unless the Company is able to establish that such non-executive director was involved in or aware of any such fraudulent conduct, non-disclosure, misrepresentation or intent to deceive.

11 Outside Entity cover Extension

The Company will pay Loss that arises from a Claim made against of an Insured Person who did or will serve or act, or is serving or acting during the Period of Insurance in the capacity as a director or Officer (or equivalent executive or management position) of an Outside Entity at the Insured's specific direction and request, but only in excess of any indemnification provided by an Outside Entity and in excess of any directors and Officers liability or management liability insurance coverage afforded to an Outside Entity or its directors or Officers (or equivalent executive or management position).

12 Pollution Defence Costs Extension

Notwithstanding anything stated in Specific Exception 14 (Pollution) cover is granted in respect Defence Costs up to R250 000 incurred in connection with the actual, alleged or threatened discharge, release, escape, seepage, migration or disposal of Pollutants.

13 Public relations expenses Extension

Subject to their prior written agreement, the Company will pay fees, costs and expenses of public relations consultants crisis management firm or law firm retained by an Insured Person reasonably incurred by such Insured Person in order to prevent or limit adverse effects or negative publicity which it is anticipated may arise from a Claim or investigation directly in connection with a Wrongful Act for

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which a Claim has been admitted in terms of this Section provided that the liability of the Company in terms hereof shall be sub-limited to 5% of the Limit of Indemnity stated in the Schedule.

14 Reinstatement of Limit of Indemnity Extension

In the event of the reduction of the Limit of Indemnity specified in the Schedule, in whole or in part, by reason of payment of any Loss including costs and expenses then such Limit of Indemnity shall be automatically reinstated to the extent of such reduction provided that:

14.1 such reinstated Limit of Indemnity shall only apply in respect of those Claims that are not causally or logically connected by reason of inter alia any common facts, circumstances, situations, transactions, events or decisions or related series thereof, as the Claim(s) which triggered this provision, and;

14.2 the total liability of the Company under this Section shall not exceed a total aggregate amount of twice that sum stated in the Schedule.

In the event of the existence of excess insurance which provides a Limit of Indemnity specifically to apply excess over the Limit of Indemnity of this Section, this provision is amended so as to apply only in the event of the exhaustion of the Limit of Indemnity of this Section and the limit(s) of indemnity provided under any applicable excess insurance policies.

15 Reputational protection expenses Extension

Subject to their prior written agreement, the Company will pay the reasonable fees and related expenses of a public relations firm or consultant retained by an Insured Person in order to disseminate the findings of a final adjudication in favour of Insured Person arising out of a Claim that has been admitted in terms of this Section provided that the liability of the Company shall not exceed the Limit of Indemnity stated in the Schedule.

16 Retired directors' and Officers' cover Extension

In the event that this Section is not renewed and not replaced with another policy affording Directors' and Officers' Liability cover and a Discovery Period is not invoked, the cover provided by this Section shall, subject to the Limit of Indemnity, extend to indemnify any retired director or Officer in respect of Claims brought against such person during the period of 6 years immediately following the date of such non-renewal. For the purposes of this Extension a retired director or Officer shall mean one who has ceased to hold office prior to the expiry of the Period of Insurance for any reason other than disqualification from holding office as a company director.

17 Special excess protection for directors Extension

The Company will pay the Non-indemnifiable Loss of each and every director and non-executive director, up to the directors and non-executive directors special excess limit, due to any Wrongful Act when:

17.1 the Limit of Indemnity; and

17.2 all other applicable management liability insurance whether specifically written as excess over the Limit of Indemnity of this Section or otherwise; and

17.3 all other indemnification for Loss available to any director and non-executive director

have been exhausted.

For the purposes of this Extension Non-indemnifiable Loss means that Loss in respect of Defence Costs only of an Insured Person for which the Insured Company is unable to indemnify such Insured Person due to legislative prohibition or due to its Insolvency.

The Company's liability in respect hereof shall not exceed the sub-limit of 1% of the Limit of Indemnity for each director and non-executive director and sub-limited to an annual aggregate amount of 10% of the Limit of Indemnity in all.

18 Spousal liability Extension

If a Claim against an Insured Person includes a Claim against the Insured Person's lawful spouse solely by reason of

18.1 such spouse's legal status as a spouse of the Insured Person, or

18.2 such spouse's ownership interest in property which the claimant seeks as recovery for alleged Wrongful Acts of the Insured Person,

all Loss which such spouse becomes legally obligated to pay by reason of such Claim shall be treated for purposes of this Section as Loss which the Insured Person becomes legally obligated to pay on

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account of the Claim made against the Insured Person. All terms and Conditions of this Section, including without limitation the first amount payable, applicable to Loss incurred by such Insured Person in the Claim shall also apply to such spousal Loss.

The cover provided by this Extension does not apply to the extent that the Claim alleges any Wrongful Act by the Insured Person's spouse.

19 Tax, COID and UIF Extension

This Section is extended to include the Loss of any Insured Person arising from their personal liability for unpaid taxes, compensation for Occupational Injuries & Disease and Unemployment Insurance Fund contributions where the Insured Company has become insolvent except to the extent that such liability arises out of wilful intent on the part of the Insured Persons to breach any statutory duty governing the payment of such taxes and contributions, provided that:

19.1 the Company's liability in terms hereof shall be sub-limited to 10% of the Limit of Indemnity; and

19.2 the Company have not invoked Specific Exception 7 (Insolvency).

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ELECTRONIC EQUIPMENT

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this Section unless specifically otherwise indicated:

1 Accident

1.1 (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 Excess or the maintenance/lease agreements, be a condition precedent to liability hereunder.

1.2 Failure of the public supply of electricity at the terminal ends of the service feeders in the Premises from any accidental cause other than

1.2.1 the deliberate act of the Insured or any supply authority

1.2.2 drought or shortage of fuel at any electricity utility

provided that

1.2.1 the liability of the Company shall not exceed the Sum Insured by Sub-Section B.

1.2.2 the Indemnity Period shall commence 12 hours after the failure and end not later than 30 days after such failure.

2 Indemnity Period

shall mean 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.

3 Territorial Limits

shall mean

3.1 in respect of property other than that described in 3.2 below, the Republics of South Africa and Botswana, the Kingdoms of Eswatini and Lesotho and the Republics of Malawi, Mozambique, Namibia and Zimbabwe

3.2 in respect of laptops, notebooks, palmtop computers, smartphones and other portable computer equipment temporarily outside the territories referred to in 3.1 above, anywhere in the world

4 Unattended Vehicle

shall mean any vehicle being used by the Insured or any principal, partner, director or employee of the Insured where such person is not in a position to keep the vehicle under constant observation and at the same time have a reasonable prospect of preventing any unauthorised interference with the vehicle

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Defined Events

1 Loss of or damage as provided for in Sub-Section A

2 Loss and/or expenditure as provided for in Sub-Section B

Sub-Section A - Material damage

Physical loss of or damage to the Property Insured described in the Schedule from any cause not hereinafter excluded whilst

1 situated at the Insured's Premises, whether working or at rest, or whilst being dismantled for the purpose of cleaning, inspection or overhaul or in the course of these operations or subsequent reassembly

2 in transit including loading and unloading or whilst temporarily stored at any Premises en route

3 temporarily removed from the Insured's Premises to any other location within the Territorial Limits.

1 Sub-Section A - 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 and, where applicable, importation duties and Value Added Tax.

1.1 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

1.1.1 the costs of any alteration, addition, improvement or overhaul carried out at the time of repair are not recoverable under this Sub-Section

1.1.2 if, without the consent of the Company, temporary repairs are carried out by the Insured in the interests of safety or to minimise 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

1.1.3 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 of such part or parts which are lost or damaged allowed for within the Sum Insured.

1.2 Total loss

In cases where the Property Insured is totally lost or destroyed, the basis of indemnification shall be the cost of replacing or reinstating on the same site new property of equal performance and/or capacity or, if such be impossible, its replacement by new property having the nearest equivalent performance and/or capacity to the property lost or damaged provided always that

1.2.1 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

1.2.2 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

1.2.3 these Conditions shall be without force or effect if

1.2.3.1 the Insured fails to intimate to the Company within six (6) months of the date upon which the damage occurred (or such further time as the Company may in writing allow) his intention to replace or reinstate the Property Insured

1.2.3.2 the Insured is unable or unwilling to replace or reinstate the Property Insured on the same or another site

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2 Sub-Section A -Specific Condition

Average

In respect of 1.1 (Partial loss) and 1.2 (Total loss) of Sub-Section A - Indemnity above, if at the time of repair, replacement or reinstatement, the sum representing the cost which would have been incurred in repair, replacement or reinstatement if the whole of the Property Insured had been lost or damaged exceeds the Sum Insured thereon at the time of any loss of or damage to such property, then 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 Sub-Section (if more than one) to which these Conditions apply shall be separately subject to this provision.

3 Sub-Section A - Exceptions

The Company will not be liable to indemnify the Insured irrespective of the original cause in respect of

3.1 Cost of reproducing data

the cost of reproducing data and/or programs whether recorded on cards, tapes, disks or otherwise unless specifically provided for in Sub-Section B hereof

3.2 Derangement

derangement unless accompanied by physical damage otherwise covered by this Sub-Section

3.3 Excess

the Excess 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 Excess shall be the highest single amount applicable to such Property Insured

3.4 Faults or defects

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

3.5 Loss of use

loss of use of the Property Insured or other consequential loss, damage or liability of whatsoever nature other than losses specifically provided for herein

3.6 Maintenance 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

3.7 Parts having a short life

parts having a short life such as (but not limited to) bulbs, valves, contacts, X-ray tubes, cathode ray tubes, thermionic emission tubes, fuses and sacrificial buffer circuits. If such parts are damaged as a result of physical loss or damage as provided for by this Sub-Section to other parts of the Property Insured, the Company shall indemnify the Insured for the residual value prior to the loss of such exchangeable parts

3.8 Power spike or surge

loss of or damage to the Property Insured described in the Schedule due to a power spike and/or power surge and/or an under-voltage condition arising out of the energising of any standby power generating plant to which the insured property/machinery has been connected.

This Exception shall not apply if the standby power generating plant has been fitted with appropriate voltage and frequency regulation equipment.

3.9 Theft

3.9.1 loss by theft or by disappearance of the Property Insured unless accompanied by forcible and violent entry into or exit (or any attempt thereat) from that part of the building occupied by the Insured at the Insured Premises described in the Schedule or as a result of theft or any attempt thereat, following violence or threat of violence other than in respect of laptops, notebooks, palmtop computers, smartphones and other portable computer equipment where forcible and violent entry to or exit from the building or that part of the building occupied by the Insured will not apply. It is a Condition that laptops, notebooks, palmtop computers, smartphones and other

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portable computer equipment will be individually specified in the Schedule of this Section.

3.9.2 loss of the Property Insured by theft 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.

3.10 Unattended Vehicle

loss or damage resulting from or caused by theft from any Unattended Vehicle 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.

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 shall be deemed to satisfy the requirement for a completely closed and securely locked vehicle;

This Exception will not apply to loss or damage which may occur as a result of an accident involving a road vehicle rendering any principal or employee or entrusted person incapable of retaining possession or control of the property on account of bodily injury sustained;

3.11 Wastage of material

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

Sub-Section B: Consequential loss

1 Sub-Section B – Indemnity

The indemnity provided by this Sub-Section subject always to the Limits of Indemnity contained in the Schedule, shall be as hereinafter provided.

The liability of the Company shall not exceed the amounts specified in the Schedule in respect of any one Accident or series of Accidents arising out of or in connection with any one event.

1.1 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 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

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business as may cease or be reduced in consequence of the Accident.

The indemnity by this item shall not apply directly or indirectly to

1.1.1 the cover provided for in item 1.2 (Reinstatement of data/programs) of this Sub-Section

1.1.2 the intrinsic value (including reinstatement value) of the Property Insured by Sub-Section A of this Section.

1.2 Reinstatement of data/programs

The insurance under this item is limited to 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 are lost as a result of accidental erasure (which shall include the events defined in the indemnity clause to Sub-Section A of this Section) or by theft or by the deliberate, wilful or wanton intention of causing the cancellation or corruption of data or programs as provided for in Sub-Section A of this Section

provided that

1.2.1 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

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1.2.2 in respect of each and every event or series of events arising out of or in connection with one original cause or source indemnifiable by this item, the Insured shall bear the amount stated in the Schedule as the excess

1.2.3 where the Insured elects to insure programs (software), a Schedule of such programs shall be lodged with the Company at the commencement of each (annual) period of insurance (being the period of twelve consecutive months from the inception date or anniversary date).

2 Sub-Section B - Exceptions

Unless specifically provided for, the Company shall not be liable to indemnify the Insured in respect of

2.1 Fines and penalties

fines or penalties for breach of contract for late or non-completion of orders or any penalties of whatsoever nature

2.2 Loss of profit

loss of profit or consequential loss of whatsoever nature unless specifically provided for herein.

Special Exception (applicable to Sub-Sections A (Material damage) and B (Consequential loss))

Viruses, trojans and worms

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

Clauses, Extensions and Limitations

1 Architects' and other professional fees Extension to Sub-Section A (Material damage)

The Company will in addition to the Sums Insured stated in the Schedule pay for professional fees necessarily and reasonably incurred in the repair or reinstatement of property following indemnifiable loss or damage, provided that the amount payable in respect of such fees does not exceed 15% of the total amount of the claim, but shall not include expenses incurred in connection with the preparation of the Insured's claim.

2 Capital additions and currency fluctuations Extension

The indemnity by this Section shall include

2.1 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

2.2 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%, 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% of the difference.

3 Clearance costs Extension to Sub-Section A (Material damage)

The Company will in addition to the Sums Insured stated in the Schedule pay for 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 15% of the total amount of the claim.

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4 Express delivery and overtime Extension to Sub-Section A (Material damage)

The Company will in addition to the Sums Insured stated in the Schedule pay for 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% of the amount which the repair or replacement would have cost had these additional costs not been incurred.

5 Fire brigade charges Extension to Sub-Section A (Material damage)

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

6 Hire purchase / finance agreements Clause

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 Section.

7 Incompatibility cover Extension to Sub-Sections A (Material damage) and B (Consequential loss) (if stated in the Schedule to be included)

Notwithstanding anything to the contrary contained in this Section, the indemnity by Sub-Sections A (Material damage) and B (Consequential loss) of this Section shall indemnify the Insured for costs incurred in respect of

7.1 modifications or alterations to the Property Insured directly consequent upon indemnifiable loss or damage to ensure the operating integrity of the electronic system

7.2 replacement or upgrading of legal programs to achieve compatibility with the modified or altered electronic system

7.3 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 always that

7.1 the costs provided for in 7.1, 7.2 and 7.3 above shall be necessarily and reasonably incurred to maintain normal working conditions

7.2 such additional costs shall be incurred as a direct consequence of indemnifiable loss or damage in terms of Sub-Sections A (Material damage) or B (Consequential loss) (item 1.2 (Reinstatement of data/programs)) of this Section

7.3 the cover afforded hereunder shall be restricted to

7.3.1 parts or components of the electronic system which are not indemnifiable under Sub-Section A (Material damage) hereof

7.3.2 programs or data reinstated not indemnifiable under item 1.2 (Reinstatement of data/programs) of Sub-Section B (Consequential loss) hereof;

7.4 the indemnity by this Extension shall, in respect of any one event, be limited in the aggregate to 20% of the applicable total Sum Insured under Sub-Section A (Material damage) and sub Section B (Consequential loss) (item 1.2 (Reinstatement of data/programs)) with a maximum amount of R35 000.

8 Non-forcible and violent entry into vehicle Extension to Sub-Section A (Material damage) (if stated in the Schedule to be included)

Exception 3.10 (Unattended Vehicle) shall not apply to goods contained in a completely closed and securely locked vehicle where the Insured maintains that the vehicle was locked but no evidence of forcible and violent entry or exit from the vehicle exists, provided that:

8.1 the police case number is supplied to the Company;

8.2 after the deduction of the Excesses specified in the Schedule, the liability of the Company is further restricted to 75% of the claim with a maximum of R20 000.

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9 Plans scrutiny fees Extension to Sub-Section A (Material damage)

The indemnity by Sub-Section A (Material damage) shall include plans scrutiny fees as may be levied by the responsible public authority incurred directly in the repair replacement or reinstatement of the Property Insured all necessarily and reasonably incurred

10 Power surge or lightning strikes limitation to Sub-Section A (Material damage)

All loss or damage to the Property Insured by power surges or lightning strikes will be subject to an additional Excess of 10% of the net amount payable for the items so damaged subject to a minimum of R1 000, but not exceeding R2 000 per occurrence. However, should the Property Insured be appropriately and adequately protected by suitable safeguards against electrical supply fluctuations, then this additional Excess will be waived.

11 Prevention of access Extension to Sub-Section B (Consequential loss)

If, during the Indemnity Period, the Business at the Premises is 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 15km 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

11.1 the Insured is not entitled to indemnity as provided for in this Extension under any other policy or Section of this policy

11.2 this Section shall not be brought into contribution with any other policy or Section of this policy bearing a like Extension.

12 Reinstatement limitation to Sub-Section B (Consequential loss)

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

12.1 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

12.2 additions, alterations or improvements being effected to the Property Insured on the occasion of its repair,

the Company's liability under this Section shall be related solely to the business interruption which would have arisen in the absence of 12.1 and 12.2.

13 Telkom access lines Extension to Sub-Section B (Consequential loss) (if stated in the Schedule to be included)

Subject to the limits specified in the Schedule, consequential loss as provided for under 1.1 (Increased cost of working) and 1.2 (Reinstatement of data/programs) of Sub-Section B arising from accidental failure of the Telkom access lines is included, provided always that the insurance under this Extension shall be subject to the Special Conditions below.

Special Conditions applicable to Telkom access lines

13.1 The liability of the Company shall not exceed the Sum Insured by this Sub-Section.

13.2 The Indemnity Period shall commence 12 hours after the failure and end not later than the 30 days stated after such failure.

13.3 The insurance provided does not cover loss occasioned by the deliberate act of any Telkom authority or by the exercise of such Telkom authority of its power to withhold or restrict access to its lines.

14 Tenants Extension

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 pays on demand the appropriate additional premium.

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EMPLOYERS' LIABILITY

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this Section unless specifically otherwise indicated:

1 Territorial Limits

shall mean anywhere in the world but not in connection with

1.1 any business carried on by the Insured at or from premises outside

or

1.2 any contract for the performance of work outside

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

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.

The Limit of Indemnity

The amount payable, inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants, and 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.

Memorandum

In respect of this Section only, General Exception 9 (War, riot and terrorism) 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.

Specific Conditions

1 Cancellation or non-renewal

In the event of cancellation or non-renewal of the policy

1.1 any claim resulting from a Reported Event, first made in writing against the Insured during the 36 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 36 months will be extended until the expiry of 12 months after the attainment of majority by the claimant.

1.2 the Insured may report an event in terms of General Condition 4 (Claims) to the Company for up to 15 days after cancellation or non-renewal, provided that

1.2.1 such event occurred during the Period of Insurance

1.2.2 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 36 month period specified in 1.1 above.

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2 Reported Event

Any claim first made in writing against the Insured as a result of a Defined Event reported in terms of General Condition 4 (Claims) (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.

3 Claims consequent upon one occurrence

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 4 (Claims)

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.

Specific Exceptions

This Section does not cover

1 Events not reported

1.1 any claim arising from an event known to the Insured

1.1.1 which is not reported to the Company in terms of General Condition 4 (Claims);

1.1.2 prior to inception of this Section;

1.2 any claim (in the event of cancellation or non-renewal of this Section) not first made in writing against the Insured within the 36-month period (or extended period in respect of minors) as specified in Specific Condition 1 (Cancellation or non-renewal);

2 Fines and penalties

fines, penalties, punitive, exemplary or vindictive damages;

3 Gradually operating cause

liability for disease or impairment attributable to a gradually operating cause which does not arise from a sudden and identifiable accident or event;

4 Jurisdiction

4.1 damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republics of South Africa and Botswana, the Kingdoms of Eswatini and Lesotho and the Republic of Namibia;

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 Liability assumed by agreement

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.

6 Sexual abuse assault harassment or molestation

any claims arising out of sexual abuse assault harassment or molestation including unwelcome sexual advances, requests for sexual favours and any unwelcome verbal, visual or physical contact of a sexual nature.

7 Workers compensation

any amounts as may fall within the scope of any Act in terms of which any employee may claim compensation for work related injuries. This Exception shall apply regardless of whether or not the applicable legislative fund is incapable of providing or unable to provide compensation.

Clauses, Extensions and limitations

1 Extended reporting option

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 4 (Claims) for a

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period to be agreed, but in no circumstances exceeding 36 months (hereinafter referred to as Extended Reporting Period)

provided that

1.1 this option may only be exercised in the event of the Company cancelling or refusing to renew this Section

1.2 this option must be exercised by the Insured in writing within 30 days of cancellation or non-renewal

1.3 once exercised, the option cannot be cancelled by either the Insured or the Company

1.4 the Insured has not obtained insurance equal in scope and cover to this Section as expiring

1.5 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

1.6 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

1.7 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

1.8 any claim made, following a Reported Event during the Extended Reporting Period, which is first made against the Insured in writing more than 36 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 36 months is extended until the expiry of 12 months after the attainment of majority by the claimant.

2 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 5 (Liability assumed by agreement) 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

2.1 in the event of a claim in terms of this Extension, the Insured shall endeavour to arrange with the principal for the conduct and control of all claims to be vested in the Company

2.2 the principal shall, as though he were the Insured fulfil and be subject to the terms, Exceptions and Conditions (both general and specific) of this policy in so far as they can apply

2.3 the liability of the Company is not hereby increased.

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EMPLOYMENT PRACTICES LIABILITY

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this Section unless specifically otherwise indicated:

1 CCMA

shall mean the Commission for Conciliation Mediation and Arbitration, bargaining council, the Labour Court or the Labour Appeal Court.

2 Claim

shall mean:

2.1 any legal, administrative or regulatory proceeding, including the issue of a writ or summons or cross-claim or counter-claim issued or initiated against or served upon the Insured or any Employee of the Insured for any Unfair Labour Practice; or

2.2 any written allegation of an Unfair Labour Practice communicated to the Insured or any Employee of the Insured and evidencing an intention to hold the Insured responsible for an Unfair Labour Practice.

More than one Claim arising out of the same Unfair Labour Practice shall be deemed to constitute a single Claim first made at the time that the earliest such Claim was first reported.

The term Claim shall not include any labour or grievance proceeding pursuant to a collective bargaining agreement.

3 Costs and Expenses

shall mean costs and expenses that are reasonably and necessarily incurred with the prior written consent of the Company in the investigation, negotiation, defence or appeal of any Claim.

If no Service Provider is named in the Schedule, or if the Service Provider named in the Schedule is not utilised by the Insured, then the Company shall not be liable for costs and expenses exceeding the amounts reflected in the costs and expenses table shown on the Schedule.

Costs and expenses shall not include

3.1 the regular or overtime wages, salaries, commissions, expenses or other benefits paid to any Employee of the Insured involved in the preparation of any Claim;

3.2 the cost of conducting disciplinary hearings;

3.3 the cost of conducting pre-dismissal arbitrations unless the Company gives its prior written consent to such arbitration taking place.

4 Employee

shall mean

4.1 any person where an employment relationship with the Insured has been established by a competent court or the CCMA;

4.2 any person who works for, or renders services to the Insured where the nature of their relationship with the Insured materially resembles that of an employment relationship. This includes but is not limited to a part-time, seasonal, volunteer, temporary and leased employee as well as any individual employed in a supervisory, managerial or non-executive director position;

4.3 any other person claiming rights against the Insured in terms of the applicable labour legislation, but only to the extent of disproving that their Claim falls within the ambit of labour legislation.

4.4 any other person who is an Independent Contractor to the Company, but only to the extent that the Company agrees in writing in advance of any Unfair Labour Practice to indemnify such person. Any such indemnity shall be in addition to any indemnity otherwise available to the Independent Contractor or any affiliate of the Independent Contractor.

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5 Independent Contractor

shall mean any natural person who renders service to the Insured who is not an Employee of the Insured but is included as a defendant in a Claim brought against the Insured.

6 Insured

Insured shall mean

the insured organisation named in the Schedule and its subsidiaries named in the Schedule.

7 Loss

shall mean

7.1 damages, judgments and costs awarded against the Insured by the CCMA;

7.2 settlements entered into with the Company's prior written consent, which will not be withheld unreasonably; and

7.3 Costs and Expenses as defined above.

Loss shall not include

7.4 taxes, levies, fines or penalties;

7.5 punitive, exemplary, aggravated or multiplied damages other than if awarded by the CCMA in connection with a Claim for unfair dismissal or arising from a Claim for defamation;

7.6 any obligation arising from any law or regulation in any jurisdiction in respect of workers' compensation, disability benefits, termination for operational reasons, unemployment benefits or compensation, unemployment insurance, retirement benefits, social security benefits or compensation, or any similar law or regulation;

7.7 any employment related benefits, allowances, stock options, deferred compensation, changing of company policy, affirmative action, education/sensitivity training or any other type of compensation other than salaries, bonuses and wages;

7.8 any liability or costs incurred by the Insured to modify any building or property in order to make such building or property more accessible or accommodating to any disabled persons.

8 Period of Insurance

shall mean the period stated in the Schedule

9 Service provider

shall mean an employers' organisation or suitably skilled labour professional who is authorised to represent the Insured at the CCMA.

10 Subsidiary

shall mean

10.1 any branch, division or other internal structure of the Insured except any pension fund or scheme established for the Insured's own directors, officers or Employees;

10.2 any company in respect of which the Insured (either directly or indirectly through one or more of its subsidiaries);

10.2.1 controls the composition of the board of directors; or

10.2.2 controls more than 50% of the voting power; or

10.2.3 holds more than 50% of the issued share capital;

10.3 any company in respect of which the Company has given prior written consent to its coverage as a subsidiary company under this Section.

11 Takeover or Merger

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

12 Unfair Labour Practice

shall mean

12.1 unfair discrimination against any Employee in any employment policy or practice on any one or more grounds of race, gender, sex, pregnancy, ethnic or social origin, colour, sexual

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orientation, age, disability, religion, HIV status, conscience, belief, political opinion, culture, language, marital status or family responsibility;

12.2 sexual harassment including unwelcome sexual advances, requests for sexual favours and any unwelcome verbal, visual or physical contact of a sexual nature which:

12.2.1 is explicitly or implicitly made a condition or term of employment; or

12.2.2 when rejected or opposed by a person becomes a basis for decisions regarding the person's employment;

12.3 defamation which relates to a person's job skills, job performance, qualifications for employment, professional reputation, disciplinary history or termination of employment;

12.4 unfair dismissal, discharge or termination of employment or refusal to hire any prospective Employee;

12.5 adverse change in the terms and conditions of a person's employment in retaliation for that person's exercise of his or her rights under law, or support of the rights of another.

Related, continuous, repeated or causally connected Unfair Labour Practices shall for the purpose of this Section constitute a single Unfair Labour Practice.

Defined Events

Loss arising from any Claim first made during the Period of Insurance for any actual or alleged Unfair Labour Practice occurring on or after the Retroactive Date stated in the Schedule and which is reported to the Company in accordance with the terms, Conditions, Provisions and Exceptions of this Section.

Special Memorandum

1 Acquisitions and new business

In the event of the creation or acquisition of a Subsidiary after the Inception Date of this Section:

1.1 if, on the date created or acquired the total number of Employees of the Subsidiary do not exceed 10% of the number of Employees of the Insured, the Subsidiary is automatically covered by the Section and the Company waives any reporting requirements;

1.2 if, on the date created or acquired, the total number of Employees of the Subsidiary exceeds 10% of the number of Employees of the Insured, the Subsidiary shall only be covered by the Section if

1.2.1 written notice thereof is given to the Company within 90 days its creation or acquisition; and

1.2.2 the Company agrees to extend coverage; and

1.2.3 the Company receives any further information as they may request; and

1.2.4 the Company receives payment of any additional Premium required.

Cover in terms of 1.1 and 1.2 above shall apply only in respect of any Unfair Labour Practice committed or alleged to have been committed subsequent to the date of such acquisition or creation.

Specific Conditions

1 Admission of liability by the Insured

The Insured shall not admit liability for or attempt to settle any Claim or incur any Costs and Expenses without the written consent of the Company who shall be entitled at any time to take over and conduct in the name of the Insured the defence or settlement of any Claim or to prosecute in the name of the Insured for its own benefit any Claim for payment, indemnity or damages or otherwise against any third party. In any event no action shall be taken which might prejudice the Company

2 Change in interest

No change in, modification of, or assignment of interest under this Section shall be effective except when made by written endorsement signed by an authorised representative of the Company.

3 Consent of the Insured

3.1 The Company shall not settle any Claim without the consent of the Insured. If, however, the Insured shall refuse to consent to any settlement recommended by the company and shall elect to contest or continue any legal proceedings in connection with such Claim, then the

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Company's liability for the Claim shall not exceed the amount by which the Claim could have been so settled inclusive of Costs and Expenses incurred with their consent up to the date of such refusal, and then only up to the Limit of Indemnity stated in the Schedule.

3.2 The Insured shall not be required to contest any legal proceedings unless Counsel (to be mutually agreed upon) shall advise that such proceedings ought to be contested having regard to the prospect of success and other relevant circumstances.

3.3 The Company shall be entitled to nominate an attorney and, if appropriate Counsel of their choice, to represent the Insured.

4 Information and cooperation

The Insured shall give the Company all such information and cooperation, including access to documentation and witnesses, as the Company may reasonably require and shall make every reasonable effort to keep secret the existence of this Section.

5 Interpretation

This Section (and any phrase or word contained therein) shall be interpreted in accordance with the laws of the Republic of South Africa.

6 Limit of Indemnity

The Company's total aggregate liability for Loss arising out of Claims made against the Insured during the (Annual) Period of Insurance (being the period of twelve consecutive months from the Inception Date or Anniversary Date) shall not exceed the Limit of Indemnity stated in the Schedule. Costs and Expenses are included in the Limit of Indemnity and are not additional thereto.

7 Notification of circumstances

The Insured shall notify the Company as soon as reasonably possible, but in any event within 30 days of becoming aware of any circumstances which may reasonably be expected to give rise to a Claim. If such notice is given during the Period of Insurance, then any subsequent Claim arising out of, based upon or attributable to the notified circumstances, shall be deemed to have been made at the time of such notice to the Company.

8 Service Provider

The Insured shall, prior to dismissing or taking any other disciplinary action against an Employee, consult a Service Provider. The Insured shall follow any advice or instruction offered by the Service Provider in respect of such proposed dismissal or disciplinary action, and failure to do so shall entitle the Company to reject the subsequent Claim, if any.

9 Takeover or Merger

In the event of a Takeover or Merger of the Insured, cover is limited to Unfair Labour Practice committed by the Insured unrelated to such Takeover or Merger.

10 Territorial limits

This Section covers Unfair Labour Practices taking place or Claims made anywhere in the world excluding the United States of America and Canada.

Specific Exceptions

The Company shall not pay any Loss

1 Breach of any professional services

for any actual or alleged breach of any professional services or duty by an Employee in the course of the Insured's activities;

2 Breach of minimum wage regulations

for breach of minimum wage regulations or non-payment of statutory maternity or sick pay or similar provision;

3 Claims prior to inception

brought about by, or contributed to by, or consequent upon, any circumstances which may reasonably give rise to a Claim that the Insured was aware of prior to the inception of the Section;

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4 Costs to meet statutory health and safety standards

which constitutes the cost of compliance with any obligation to adapt premises or working methods to the needs of a person with a disability or to meet statutory health and safety standards or similar provisions of any statutory, civil or common law, other than Costs and Expenses

5 Entitlement to insurance or other benefits

for any actual or alleged entitlement to insurance or other benefits under any workers compensation, unemployment compensation, disability, retirement or social security laws, rules and regulations;

6 Fraudulent or criminal act

arising from or in any way involving any actual dishonest, wilful, fraudulent or malicious act of the Insured;

7 Industrial disputes or negotiations

arising out of industrial disputes or negotiations, trade union activities or trade union membership except for Costs and Expenses incurred in obtaining an interdict in the case of an unprotected strike action;

8 Injury and damage to property

for actual or alleged bodily injury, sickness, disease or death of any person or actual or alleged damage to or destruction of tangible property, including loss of use thereof;

9 Notice period

which constitutes compensation in respect of a notice period, or is determined to be owing under an express written contract of employment or pursuant to an express written obligation to make payments in the event of termination of employment;

10 Retrenchment

relating to a retrenchment or termination for operational reasons or a breach of the terms of Section 189 of the Labour Relations Act 1995;

11 Takeover or Merger

arising out of an Unfair Labour Practice committed by the Insured during or subsequent to a Takeover or Merger;

12 Transfer of contract of employment

arising out of the transfer of contract of employment from the Insured to another entity.

For the purpose of determining the applicability of the above Exceptions the conduct of the Insured or any Employee shall not be imputed to any other Employee

Clauses, Extensions and Limitations

1 Extended Reporting Period (if stated in the Schedule to be included)

At the option of the Insured and subject to payment of an additional Premium as specified below the Company agrees to extend the period during which the Insured may report a Claim for a period to be agreed but in no circumstances exceeding 12 months (hereinafter referred to as the Extended Reporting Period).

Provided that

1.1. this option may only be exercised in the event of the Company cancelling or refusing to renew this Section;

1.2. this option must be exercised by the Insured in writing within 30 days of cancellation or non-renewal;

1.3. once exercised the option cannot be cancelled by either the Insured or the Company;

1.4. the Insured has not obtained insurance equal in scope and cover to this Section as expiring;

1.5. the Company shall only be liable for an Unfair Labour Practice which occurred after the Retroactive Date but prior to the date of cancellation or non-renewal;

1.6. Claims first made against the Insured or any circumstances which may reasonably be expected to give rise to a Claim reported by the Insured shall be treated as if they were first made or reported on the last day preceding the cancellation or non-renewal;

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1.7. the total amount payable by the Company for Claims made or reported circumstances 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;

Extended Reporting Period	Additional Premium
90 days	25% of the Annual Premium
180 days	50% of the Annual Premium
1 year	100% of the Annual Premium

2 In-house labour advice Extension (if stated in the Schedule to be included)

Subject to suitably qualified and experienced labour practitioners being maintained in the Insured's employ, Specific Condition 9 (Service provider) is deleted.

3 Outsourcing Extension (if stated in the Schedule to be included)

Specific Exception 12 (Transfer of contract of employment) is deleted

4 Retrenchments Extension (if stated in the Schedule to be included)

Specific Exception 10 (Retrenchment) is deleted.

5 Takeover and mergers and Extension (if stated in the Schedule to be included)

Specific Exception 11 (Takeover or Merger) is deleted. In the event of a Takeover or Merger of the Insured, the Period of Insurance shall mean the period stated in the Schedule plus 180 days thereafter.

6 Unprotected strike dismissal Extension (if stated in the Schedule to be included)

The Provisions of Specific Exception 7 (Industrial disputes or negotiations) are deleted in as much as they apply to an unfair dismissal arising out of an unprotected strike. For the purposes of this Extension only, a strike will be deemed to be unprotected if the Insured can show that at the time of the dismissal it was reasonable to assume that the strike was unprotected.

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EXTENDED PERSONAL LEGAL LIABILITY

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this Section unless specifically otherwise indicated:

1 Underlying Insurance

shall mean an existing insurance policy in force with"

1.1 A registered South African, Botswanan or Namibian insurer which covers one or more of the following

1.1.1 Personal liability

1.1.2 Property owner's liability

1.1.3 Tenant's liability

1.1.4 Motor liability

1.1.5 Watercraft liability

1.2 Any insurer in the world that covers one or more of the following:

1.2.1 Motor liability

1.2.2 Watercraft liability

1.2.3 Property owner's liability

in respect of any motor vehicle hired, leased or owned by the insured or any watercraft or property owned by the Insured, outside the Republic of South Africa, Botswana or Namibia.

Defined Events

The Company will indemnify the Insured up to the Limit of Indemnity stated in the Schedule for all sums which the Insured becomes legally liable to pay as damages arising from an occurrence anywhere in the world, but not in respect of any judgement, award, payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award, payment or settlement either in whole or in part) during the period of insurance to the extent that:

1 such liability is not indemnifiable in terms of the insuring clause and/or insurable events clause and/or operative clause of any Underlying Insurance

or

2 such liability is not indemnifiable by reason of exclusion in any Underlying Insurance

or

3 the amount of such liability exceeds the limit of the Underlying Insurance and the underlying insurer has paid or has admitted liability or has been held liable to pay the full amount of such limit, which for purposes of this policy is deemed to be a minimum of R500 000 but R1 000 000 in respect of motor liability and/or watercraft liability.

Limits 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.

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Specific Conditions

1 Admission, offer, promise or payment

No admission, offer, promise or payment in relation to a claim under this Section may be made or given by or on behalf of the Insured without the written consent of the Company. The Insured will take all reasonable steps to ensure that the underlying insurers will comply with this condition and cooperate with the Company in the defence and settlement of any claim which is indemnifiable both by an Underlying Insurance and this Section, and in the exercise of any subrogation rights. The costs incurred in exercising such rights and any amounts recovered shall be apportioned to each party according to the sums paid or payable under the respective policies.

2 Claims reporting

Written notice must be given to the Company as soon as possible of any event that may give rise to a claim under this Section and the Insured shall furnish such further information as the Company may reasonably require. Every claim, writ, summons or process and all related documents must be forwarded to the Company as soon as possible.

Inadvertent failure to give notice as aforesaid because the Insured could not reasonably have anticipated that the event would give rise to a claim under this Section will not be construed as a breach of this condition.

3 Currency

Payments under this Section will be made in the same currency as the premium payments.

4 Defence or prosecution

In respect of any claim not covered at least in part by an Underlying Insurance, the Company may take over and conduct in the name of the Insured the defence or settlement of any claim or prosecute in the name of the Insured for their own benefit and will have full discretion in the conduct of any proceedings and in the settlement of any claim. The Insured will give all necessary information and assistance as may be required by the Company.

5 Jurisdiction

The laws of the Republic of South Africa, Botswana and Namibia whose courts shall have exclusive jurisdiction in any dispute between the Company and the Insured will govern this Section.

6 Payment of limit

The Company may in the case of any occurrence pay to the Insured the maximum Indemnity Limit (but deducting any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and the Company shall thereafter be under no further liability in respect of such occurrence

7 Pollution

The indemnity granted by this Section in respect of seepage, pollution or contamination not caused by sudden, unforeseen, unintended and unexpected occurrences is limited to R250 000 in the aggregate in any one (annual) period of insurance (being the period of twelve consecutive months from the inception date or anniversary date).

8 Underlying Insurance

The indemnity granted by this Section is conditional upon there being in force at the time of the occurrence an Underlying Insurance policy that substantially provides cover for the type of liability for which indemnity is sought hereunder and upon the Insured not being in breach of the conditions of such an Underlying Insurance.

Specific Exceptions

The Company will not indemnify the Insured in respect of liability:

1 Acts of the Insured

arising out of any dishonest, fraudulent or malicious act of the Insured or acts of physical assault, seduction, sexual abuse assault harassment or molestation including unwelcome sexual advances, requests for sexual favours and any unwelcome verbal, visual or physical contact of a sexual nature committed by the Insured;

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2 Aircraft

arising out of the ownership or use of any aircraft other than model aircraft and hang gliders;

3 Debt

for any debt;

4 Employment, business or profession

arising out of or in the course of the Insured's employment, business or profession including but not limited to the sale of any goods or the rendering of any services for a fee, reward or any other consideration;

5 Fines and penalties

for payment of any fine, penalty, multiple, punitive or exemplary damages or arising out of liquidated damages clauses, penalty clauses, or performance warranties except to the extent that it can be proved that liability would have attached in the absence of such clauses or warranties;

6 HIV and AIDS

arising out of any condition directly or indirectly caused by or associated with Human Immuno-deficiency Virus (HIV) or the mutants, derivatives or variations thereof or in any way related to Acquired Immuno Deficiency Syndrome or any syndrome or condition of a similar kind howsoever it shall be named;

7 Letting and/or hiring out

arising out of the letting and/or hiring out of any movable or immovable property or part thereof for a fee, reward or any other consideration;

8 Liability to the Insured

8.1 of one Insured to another;

8.2 to any former Insured in respect of an occurrence during any period when such former Insured was an Insured;

9 Motor liability

for any claim in respect of motor liability unless such liability is indemnifiable by any of the Underlying Insurances, other than any claim excluded solely by reason of any territorial restrictions;

10 Nuclear

directly or indirectly caused by or contributed to by or arising from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

11 Other insurance

arising out of loss of or damage to property to the extent that such liability is indemnifiable under any other insurance policy;

12 Payment of maintenance or alimony

for the failure to pay maintenance or alimony or any amounts following a breach of promise;

13 Property hired, leased or borrowed

for the first R5 000 of any claim in relation to property hired, leased or borrowed by the Insured;

14 Property in the Insured's custody or control

for loss of or damage to any self-propelled land vehicle, trailer, caravan, watercraft or aircraft in the Insured's care, custody or control;

15 Purchase of property

arising out of the purchase, sale, barter or exchange of any property, movable or immovable or the failure of the Insured to comply with any obligations in relation thereto;

16 Reckless disregard

arising out of the reckless disregard by the Insured of the possible consequences of his acts or omissions;

17 Statutory or similar legislation controlling the use of motor vehicles

which is the subject of statutory or similar legislation controlling the use of motor vehicles or trailers and in respect of which liability:

17.1 the Insured is compelled to effect insurance or to furnish security or

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17.2 the state or other government body or authority has accepted responsibility;

18 Termination of employment

for the first R2 000 of any claim arising from the suspension or termination of employment of any domestic servant;

19 Watercraft liability

for any claim in respect of watercraft liability:

19.1 unless such liability is indemnifiable by any of the Underlying Insurances, other than any claim excluded solely by reason of any territorial restrictions;

19.2 where the overall length of the watercraft exceeds 10,5 metres.

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FIDELITY GUARANTEE

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this Section unless specifically otherwise indicated:

1 **Insured Employee**

shall mean

1.1 any person while employed under a contract of service with or apprenticeship to the Insured;

1.2 any person while hired or seconded from any other party into the service of the Insured;

1.3 students, volunteers or persons employed by the Insured on youth training or work experience schemes

who 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 and who, if this Section is on a Named or Position Basis, is described in the Schedule by name and / or by the position held by him in the Business.

Defined Events

1 Loss of money and / or other property belonging to the Insured or for which they are responsible, stolen by an Insured Employee during the currency of this Section

2 Direct financial loss sustained by the Insured as a result of fraud or dishonesty of an Insured Employee all of which occurs during the currency of this Section which results in Dishonest Personal Financial Gain for the Employee concerned

provided that

1 the Company is not liable for all losses which occurred more than 24 months prior to discovery;

2 all losses are discovered not later than 12 months after the termination of:

2.1 this Section, or

2.2 this Section in respect of any Insured Employee concerned in a loss, or

2.3 the employment of the Insured Employee or the last of the Insured Employees concerned in a loss

whichever occurs first;

3 **Blanket Basis** - the liability of the Company for all losses shall not exceed the Sum Insured stated in the Schedule whether involving any one Insured Employee or any number of Insured Employees acting in collusion or independently of each other;

4 **Named or Position Basis** - the liability of the Company for all losses involving any Insured Employee shall not exceed the Sum Insured stated opposite his name in the Schedule or, if he is unnamed, the Sum Insured stated opposite the position held by him in the Business as stated in the Schedule;

5 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 months the Company's liability is limited to the sum stated in the Schedule during any 12-month Period of Insurance calculated from Inception or Renewal;

6 the term Dishonest Personal Financial Gain shall not include gain by an Insured Employee in the form of salary, salary increases, fees, commissions, bonuses, promotions or other emoluments;

7 the amount payable during any one period of 12 consecutive months from Inception or Anniversary Date shall not exceed the Sum Insured stated in the Schedule at the said Inception or Anniversary Date as the case may be (or double the Sum Insured if the "Reduction/Reinstatement of the insured amount Clause" applies). If the Sum Insured is increased the 12 consecutive months applies from the Anniversary Date. Any reinstatement between the date of increase and the Anniversary Date shall not exceed twice the Sum Insured

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Specific Conditions

1 General Exceptions and Conditions

General Exceptions 4 (Nuclear), 6 (Theft by false pretences and fraud) and 9 (War, riot and terrorism) and General Condition 15 (Reinstatement of cover after loss) do not apply to this Section.

2 Non-disclosure

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 Recoveries by the Insured

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 excess) 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.

4 Reporting to police

In the event of the discovery of any loss resulting from a Defined Event, the Insured may, notwithstanding anything to the contrary contained in paragraph 4.1.2 of General Condition 4 (Claims), refrain from reporting the matter to the police but shall do so immediately should the Company or legislation of the relevant country require such action to be taken.

5 Sum Insured increase

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.

6 Systems of check and control

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:

6.1 change the remuneration and Conditions of service of any Insured Employee;

6.2 in respect of any Insured Employee who is described in the Schedule by name, change his duties and position;

6.3 in respect of any Insured Employee who is described in the Schedule only by the position held by him, remove such Insured Employee and place in his position any other person who falls within the definition of Insured Employee;

6.4 make such other changes as are approved beforehand in writing by the Insured's auditors.

Specific Exceptions

1 Acquisitions

This Section does not cover any company or other legal entity acquired during the Period of Insurance.

2 Consequential loss

The Company shall not be liable for any consequential losses of any kind following losses referred to under Defined Events.

3 Losses after Insured becomes aware of fraud

The Company shall not be liable for loss resulting from or contributed to by any Defined Event by any Employee from the time the Insured shall become aware that such Employee has committed any fraud or dishonesty.

4 Manipulation of data

The Company shall not be liable for any Defined Event if it results from the dishonest

4.1 manipulation of

4.2 input into

4.3 suppression of input into

4.4 destruction of

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4.5 alteration of

any computer program, system, data or software by any Insured Employee who is employed in the Insured's electronic data-processing department or area.

This exception does not apply to Insured Employees who are employed in the electronic data-processing department / area of any non-networked micro / personal computer.

5 Participation of uninvolved partners / principals / directors or members

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 partnerships, proprietary companies or close corporations.

6 Partner

The Company shall not be liable for loss resulting from or contributed to by any Defined Event by any partner in or of the Insured to the extent that such partner would benefit by indemnity granted under this policy.

7 Principal, director or member

The Company shall not be liable for loss resulting from or contributed to by any Defined Event by any principal, director or member of the Insured unless such director or member is also an Insured Employee.

Clauses, Extensions and Limitations

1 Accountants Clause

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

2 Compulsory Excess Clause

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 an amount equal to 10% of the claim subject to a minimum of R2 500. This amount shall be borne in full by the Insured and remain uninsured.

3 Computer losses Excess Clause

The percentage shown in Clause 2 (Compulsory excess clause) is increased from 10% to 20% if the Defined Event results from the dishonest

3.1 manipulation of

3.2 input into

3.3 suppression of input into

3.4 destruction of

3.5 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 programs.

4 Computer losses Extension (if stated in the Schedule to be included)

The Insured having completed a satisfactory questionnaire, specific exception 4 (Manipulation of data) and Clause 3 (Computer losses excess clause) are deleted.

5 Costs of Recovery Extension (if stated in the Schedule to be included)

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.

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6 Excess for losses discovered more than 12 months after they were committed

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

6.1 it was committed

6.2 the first event in a series of events committed by one person or a number of persons acting in collusion

the percentages contained in Clauses 2 (Compulsory excess clause) and 3 (Computer losses excess clause) are increased as follows:

Excess Clause	Excess increased to percentage shown below	
	If losses are discovered more than 12 months after being committed but not more than 24 months thereafter	If policy has been extended to cover that part of losses discovered more than 24 months after being committed but not more than 36 months thereafter
Compulsory **Computer Losses**	From 10% to 15% From 20% to 30%	From 10% to 20% From 20% to 35%

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.

7 Extended cover for past Insured Employees Extension

Any person who ceases to be an Employee shall, for the purposes of this Section, be considered as being an Insured Employee for a period of 30 days after he in fact ceased to be an Insured Employee.

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

8.1 Proviso 1 of the Defined Events is restated to read:

1 the Company is not liable for all losses which occurred more than 36 months prior to discovery.

8.2 If this Section includes Extension 13 Superseded insurances extension (if stated in the Schedule to be included), the period referred to in proviso 13.6 thereof is increased from 24 months to 36 months.

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

In consideration of the accounting firm named in the Schedule having conducted a satisfactory audit of the Insured's systems of

9.1 control

9.2 fraud dishonesty and theft detection

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

9.3 proviso 1 of the Defined Events (which limits cover to that part of losses discovered within 24 months) and proviso 13.6 of Extension 13 (Superseded insurances extension (if stated in the Schedule to be included)), (if applicable) are deleted

9.4 if any Defined Event is discovered more than 12 months after it was committed, the percentages contained in the undernoted Excess Clauses are increased as follows:

Excess Clause	Excess increased to percentage shown below if losses discovered more than 12 months after being committed
Compulsory **Computer Losses**	From 10% to 12.5% From 20% to 25%

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

9.5 Clause 6 (Excess for losses discovered more than 12 months after they were committed) is deleted.

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10 Other insurances Clause

It is a Condition of this Section that other than

10.1 a money policy;

10.2 a policy declared to the Company at Inception or Renewal or at the time a claim is submitted;

10.3 a fidelity pension fund policy which is not in excess of this Section;

10.4 this Policy;

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

11 Reduction / Reinstatement of insured amount Clause (if stated in the Schedule to be included)

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:

11.1 the maximum amount payable by the Company for all Insured Employees shall not exceed double the Sum Insured shown in the Schedule;

11.2 the Insured pays additional Premium calculated in terms of the following formula:

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

Where the Period of Insurance is:

11.2.1 monthly, the words "Annual Premium" are amended to read "Twelve times the monthly Premium"

11.2.2 quarterly, the words "Annual Premium" are amended to read "Four times the quarterly Premium"

11.2.3 half-yearly, the words "Annual Premium" are amended to read "Twice the bi-annual Premium"

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

12 Retroactive cover Extension - no previous insurance in force (if stated in the Schedule to be included)

This Section will also apply to Defined Events as insured herein which occurred up to 12 months prior to Inception of this Section but not more than 24 months prior to discovery, provided the events are discovered within the shorter period of 12 months of the termination of the employment of the Employee concerned or within 12 months of the expiry of this Section.

13 Superseded insurances Extension (if stated in the Schedule to be included)

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

13.1 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;

13.2 the Defined Events are discovered within the shorter period of 12 months of the termination of the employment of the Employee concerned or within 12 months of the expiry of this Section;

13.3 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;

13.4 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;

13.5 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;

13.6 the Company is not liable for any loss which occurred more than 24 months prior to discovery.

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14 Voluntary Excess Clause (if stated in the Schedule to be included)

In addition to the amount payable by the Insured under Clause 2 (Compulsory excess clause), the Insured shall be responsible for the difference between such amount and the amount stated in the Schedule as the Voluntary Excess provided such voluntary amount exceeds the compulsory amount.

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FIRE

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this Section unless specifically otherwise indicated:

1 Unoccupied

a building shall be deemed to be unoccupied if more than 80% of its total floor area is not occupied. The presence of security personnel in the building or on the Premises does not in itself constitute occupancy of the building.

Defined Events

Damage to the whole or part of the property described in the Schedule, owned by the Insured or for which they are responsible including alterations by the Insured as tenants to buildings and structures, whilst (unless otherwise stated) in or on buildings constructed with walls of brick, stone, concrete, or metal on metal framework and roofs of slate, tiles, metal, concrete or asbestos (including loss of rent (if insured) relating to such buildings) at the Premises, by the Insured Perils.

Insured Perils

1 Fire

fire including subterranean fire

2 Explosion

explosion

3 Lightning or thunderbolt

lightning or thunderbolt including damage caused by power surges arising directly from such lightning strikes

4 Additional Perils

such Additional Perils as are stated in the Schedule to be included.

Additional Perils (if stated in the Schedule to be included)

1 Earthquake

earthquake, seaquake or volcanic eruption (including tidal wave and/or tsunami originating from earthquake, seaquake or volcanic eruption) but excluding damage to property in the underground workings of any mine.

2 Leakage

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

2.1 If a First Loss Limit is shown against this Additional Peril in the Schedule,

2.1.1 the Company's liability for any claim or number of claims for any one event or series of events with one originating cause or source, shall not exceed the amount stated in the Schedule;

2.1.2 for the purposes of this Peril only, the following shall be substituted for the Average Condition:

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 Peril 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

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item, if more than one, to which this Peril applies shall be separately subject to this Clause.

2.2 In respect of this Peril only, Specific Exception 1 (Convulsion of nature) to this Section is deleted.

3 Malicious damage

the deliberate or wilful or wanton act of any person committed with the intention of causing such damage other than damage to

3.1 movable property which is

3.1.1 stolen

3.1.2 damaged in an attempt to remove it or part of it from any building or premises owned or occupied by the Insured;

3.2 movable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any building or premises owned or occupied by the Insured;

3.3 immovable property owned or occupied by the Insured occasioned by or through or in consequence of

3.3.1 the removal or partial removal or any attempt thereat of

3.3.2 the demolition or partial demolition or any attempt thereat of

the said immovable property or any part thereof with the intention of stealing any part thereof.

Provided that this Peril does not cover

3.1 damage related to or caused by fire or explosion;

3.2 consequential or indirect damage of any kind or description whatsoever, other than loss of rent if specifically insured;

3.3 damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;

3.4 damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

3.5 damage related to or caused by any occurrence referred to in general exception 9.1.1, 9.1.2, 9.1.3, 9.1.4, 9.1.5, 9.1.6 or 9.1.7 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 alleges that, by reason of proviso 3.1, 3.2, 3.3, 3.4 or 3.5, damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

If any building insured or containing the Insured Property becomes Unoccupied for 45 consecutive days, the insurance in respect of this Peril 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 Peril.

During the initial period of unoccupancy of 45 days, the Insured shall become a co-insurer with the Company and shall bear a rateable proportion of any damage equal to 20% of the claim with a maximum of R5 000 000 before deduction of any Excess.

4 Riot and Strike (excluding loss or damage occurring in the Republics of South Africa and Namibia)

damage directly occasioned by or through or in consequence of:

4.1 civil commotion, labour disturbances, riot, strike or lockout;

4.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 4.1 above;

provided that this Peril does not cover:

4.1 loss or damage occurring in the Republics of South Africa and Namibia;

4.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;

4.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;

4.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

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4.5 loss or damage related to or caused by any occurrence referred to in general exception 9.1.2, 9.1.3, 9.1.4, 9.1.5, 9.1.6 or 9.1.7 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 alleges that, by reason of proviso 4.1, 4.2, 4.3, 4.4 or 4.5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

5 Special Perils

damage caused by

5.1 storm, wind, water, hail or snow excluding damage to property

- 5.1.1 arising from its undergoing any process necessarily involving the use or application of water;
- 5.1.2 caused by tidal wave originating from earthquake or volcanic eruption;
- 5.1.3 in the underground workings of any mine;
- 5.1.4 in the open (other than buildings, structures and plant [which term shall not include vehicles] designed to exist or operate in the open);
- 5.1.5 in any structure not completely roofed;
- 5.1.6 being retaining walls;

} unless so described and specifically insured as a separate item

5.2 aircraft and other aerial devices or articles dropped therefrom including damage caused by sonic shockwaves;

5.3 impact by rocks and boulders (other than meteorites, asteroids or similar bodies entering the earth's atmosphere), animals, trees, aerials, satellite dishes or vehicles including railway locomotives and rolling stock excluding damage to such animals, trees, aerials, satellite dishes or vehicles, railway locomotives or rolling stock or property in or on such vehicles, railway locomotives or rolling stock.

This Peril does not cover

5.1 wear and tear or gradual deterioration;

5.2 damage caused or aggravated by

- 5.2.1 leakage or discharge from any sprinkler or drencher system in buildings containing Property Insured hereby. This exception shall not apply to damage caused or aggravated by such leakage or discharge occurring in areas of the buildings not occupied by the Insured;
- 5.2.2 subsidence, landslip or heave;
- 5.2.3 the Insured's failure to take all reasonable precautions for the maintenance and safety of the Property Insured and for the minimisation of any damage.

6 Subsidence, Landslip and Heave

Subsidence, Landslip and Heave other than

6.1 damage caused to or by drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured;

6.2 damage caused by or attributable to

- 6.2.1 faulty design or construction of, or the removal or weakening of support to, any building situated at the Premises;
- 6.2.2 workmen engaged in making any structural alterations, additions or repairs to any building situated at the Premises;
- 6.2.3 excavation on or under land other than excavations in the course of mining operations;
- 6.2.4 normal settlement, shrinkage or expansion;
- 6.2.5 contraction or expansion of clay and similar soil types due to its moisture or water content;
- 6.2.6 existing damage at inception of this Peril;

6.3 consequential loss of any kind whatsoever except loss of rent when specifically insured under this Section.

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Provided that

6.1 the Insured shall bear the first portion of each and every claim up to an amount calculated at 1 per cent of the Sum Insured on the property at the affected location with a maximum of R50 000;

6.2 the Company shall not be liable for the cost of underpinning, piling or any similar work necessary to prevent loss or damage due to Subsidence, Landslip or Heave from occurring again, except where such appropriate design precautions were already incorporated in the original construction prior to the damage.

Should the Company allege cover under this Peril does not apply the Insured shall have the burden of proving the contrary.

If a First Loss 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 Peril only, the following shall be substituted for the Average Condition:

If the Property Insured is, at the commencement of any damage to such property by Subsidence, Landslip or Heave, collectively of greater value than the Sum Insured thereon against fire damage, then the Company shall be liable under this Peril 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 Peril applies shall be separately subject to this Clause.

Specific Condition

Average

If the Property Insured is, at the commencement of any damage to such property by any Peril insured against, collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this Condition. Unless specifically stated in the Schedule to the contrary, it is deemed that the Sum Insured represents the value of all property described by the item at the Premises.

Specific Exceptions

This Section does not cover:

1 Convulsion of Nature

earthquake (whether arising from mining operations or otherwise), seaquake, volcanic eruption or other convulsion of nature (other than subterranean fire) unless added as an Additional Peril.

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

2 Heating or drying

damage to property occasioned by its undergoing any heating or drying process.

3 Marine insurance

damage to property which at the time thereof is insured by or would, but for the existence of this insurance, be insured by any marine policy(ies), except in respect of any excess beyond the amount which would have been payable under the marine policy(ies) had this insurance not been effected.

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Clauses, Extensions and Limitations

1 All Other Contents Clause

The term All Other Contents referred to in the definition of Plant and Machinery includes, but is not restricted to personal effects, tools and pedal cycles, the property of the Insured or directors or employees of the Insured in so far as such property is not otherwise insured.

The benefit under this Extension is limited to R15 000 for any one individual in respect of property lost or damaged whilst on the Premises.

2 Alterations and misdescription Clause

The insurance under this Section shall not be prejudiced by any alteration or misdescription of occupancy whether due to the transfer of processes or machinery or by virtue of acquisition of additional premises, structural alterations or repairs to buildings, machinery or plant, provided that notice is given to the Company as soon as practicable after such event and the Insured agrees to pay additional Premium if required.

3 Alternative replacement conditions Clause

In the event of Property Insured which has a measurable function, capacity or output being damaged by a Defined Event and it not being possible to replace or reinstate such property in terms of the Reinstatement Value Conditions Clause, 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

3.1 provisos 20.1, 20.2, 20.3 and 20.4 of clause 20 (Reinstatement Value Conditions clause - applicable to property other than Stock in Trade, Motor Vehicles or Customers' Goods) apply equally to this Clause;

3.2 in applying the provisions of proviso 20.3 of the Reinstatement Value Conditions Clause, the cost (as provided for in proviso 20.3) "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 Conditions 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.

4 Architects' and other professional fees Clause

The insurance in respect of columns 1 and 3 of the Schedule includes professional fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of the Property Insured following damage by a Defined Event, but in no case exceeding 20% of the amount payable in respect of such damage and provided that the total amount recoverable shall not exceed the Sum Insured on the property affected.

The amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the Insured's claim.

5 Breach of warranties Clause

The warranties and special memoranda attached hereto shall apply to the items concerned individually as if each were insured by a separate policy. The breach of any warranty or special memorandum shall void the Policy only in respect of the items to which the breach applies and not in respect of the remaining items.

6 Capital additions Clause

The insurance under this Section covers alterations, additions and improvements (but not appreciation in value in excess of the sum(s) insured) to the property other than Stock in Trade for an amount not exceeding 20% of the Sum Insured thereon, it being understood that the Insured undertakes to advise the Company each quarter (or if the Period of Insurance is more often than quarterly, each month) of such alterations, additions and improvements and to pay the appropriate additional Premium thereon.

7 Cost of demolition and clearing and erection of hoardings Clause

The insurance under this Section includes costs necessarily incurred by the Insured in respect of the demolition of buildings and machinery and/or the removal of debris (including Stock debris) of Property Insured and in providing, erecting and maintaining hoardings required during demolition, site clearing

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and/or building operations following damage to the Property Insured by a Defined Event, provided that the total amount recoverable shall not exceed the Sum Insured on the property affected.

The Company will not pay for any costs or expenses

7.1 incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site;

7.2 arising from pollution or contamination of property not insured by this Policy/Section.

8 Damage by wild baboons or wild monkeys or wild animals Extension

The insurance under this Section is extended to include loss of or damage to Insured Property caused by wild baboons or wild monkeys or wild animals

Provided that:

8.1 wild baboons or wild monkeys or wild animals shall mean those that live freely in the natural surroundings and are not kept as pets or farm animals and does not include rodents, moths and vermin

8.2 the Company's liability for any claim or number of claims for any one event or series of events with one originating cause or source, shall not exceed R10 000

8.3 the Insured shall be responsible for the first R1 000 in respect of each and every claim in terms of this Extension.

9 Designation of property Clause

For the purpose of determining where necessary the column under which any property is insured, the Company agrees to accept the designation under which such property has been entered in the Insured's books.

10 Deterioration of undamaged Stocks Extension

The insurance in respect of Stock in Trade includes the deterioration of undamaged Stocks due to the Insured's inability to process such Stocks following a Defined Event under this Section

Provided that:

10.1 such Stocks would have been utilised by the business had the Defined Event not occurred;

10.2 such Stocks cannot be utilised before or, so far as can reasonably be foreseen, after the expiry of two years from the date of the occurrence;

10.3 the amount payable as indemnity hereunder shall be limited to the actual purchase costs incurred by the Insured for such Stocks or, the manufacturing costs actually incurred by the Insured in producing such Stocks up until the occurrence of the Defined Event, less, if the goods are sold, the net amount realised from such sale.

11 Disposal of salvage Clause (if stated in the Schedule to be included)

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 consent of the Insured 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.

12 Escalator Clause Extension (if stated in the Schedule to be included)

During each Period of Insurance, the sum(s) insured under columns 1 and/or 3 of this Section shall be increased by that portion of the percentage specified in the Schedule which the number of days since the commencement of such period bears to the whole of such period. Unless agreed otherwise, these provisions shall only apply to the sum(s) insured in force at the commencement of the Period of Insurance.

At each Renewal Date, 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.

The additional Premium for this Extension shall be 50 per cent of the Premium produced by applying the percentage specified to the Annual Premium for the Sum Insured to which this Extension applies.

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13 Fire extinguishing charges Clause

Any costs relating to the extinguishing or fighting of fire, shall be deemed to be damage to the Insured Property and shall be payable in addition to any other payment for which the Company may be liable in terms of this Section provided the Insured is legally liable for such costs and the Property Insured was in danger from the fire.

14 Limitations Clause

The Company's liability in respect of under column 3 of the Schedule is restricted in respect of

14.1 money and stamps to a limit of R15 000;

14.2 documents, manuscripts, business books, plans, computer systems records and media, designs, patterns, models and moulds to the value of materials and sums expended in labour.

15 Mortgagee / financier Clause

The interest of any mortgagee / financier in the insurance under this Section shall not be prejudiced by any act or omission on the part of the Insured whereby the risk of loss or damage is materially increased without the mortgagee's / financier's knowledge. The mortgagee / financier 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.

16 Municipal plans scrutiny fee Clause

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

17 Public authorities' requirements Clause

The insurance under this Section includes such additional cost of repairing or rebuilding the damaged property incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any act of parliament or ordinance of any provincial, municipal or other local authority provided that

17.1 the amount recoverable under this Clause shall not include

- 17.1.1 the cost incurred in complying with any of the aforesaid regulations
  - 17.1.1.1 in respect of damage occurring prior to granting of this Clause
  - 17.1.1.2 in respect of damage not insured under this Section
  - 17.1.1.3 under which notice has been served upon the Insured prior to the happening of the damage
  - 17.1.1.4 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
- 17.1.2 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
- 17.1.3 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

17.2 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

17.3 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

17.4 the total amount recoverable under any item of this Section shall not exceed the Sum Insured thereby.

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18 Public supply connections Clause

The insurance under this Section is extended to include 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.

19 Railway and other subrogation Clause

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.

20 Reinstatement Value Conditions Clause - applicable to property other than Stock in Trade, Motor Vehicles or Customers' Goods

In the event of property other than Stock in Trade, Motor Vehicles or Customers' Goods 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

20.1 the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to 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;

20.2 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;

20.3 if, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the Insured Property had been damaged, exceeds the Sum Insured thereon at the commencement of any damage to such property by a Defined Event, then the Insured shall be considered as being their own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of this Section (if more than one) to which these Conditions apply shall be separately subject to this provision;

20.4 these Conditions shall be without force or effect if

20.4.1 the Insured fails to intimate to the Company within six months of the date of damage or such further time as the Company may in writing allow, his intention to replace or reinstate the property;

20.4.2 the Insured is unable or unwilling to replace or reinstate the property on the same or another site.

21 Reinstatement Value Conditions Clause – applicable to Motor Vehicles (including Customers' Vehicles) if insured as a specific item

21.1 In the event of partial damage to Motor Vehicles the basis of indemnity shall be the restoration costs to restore the vehicle to its pre-damage condition.

21.2 In cases where a New Vehicle is damaged as a result of a Defined Event to the extent that it is in the opinion of the Company beyond economical repair the basis of indemnity shall be the current purchase price of a New Vehicle of the same model to that stolen or damaged or the Limit of Indemnity stated in the Schedule whichever is the lesser, provided that if the Insured is able to procure a replacement vehicle for less than the current purchase price, the benefit of such saving will be passed onto the Company.

If the Insured is unable or unwilling to replace the vehicle the basis of settlement will revert to that provided by 21.3.

21.3 In cases where a motor vehicle which is not new is damaged as a result of a Defined Event to the extent that it is in the opinion of the Company beyond economical repair the basis of indemnity shall be the reasonable market value of the vehicle at the time of loss or damage or the Sum Insured stated in the Schedule whichever is the lesser.

21.4 For the purposes of this Extension

21.4.1 Private Type Motor Vehicle shall mean private type motor cars (including station wagons, safari vans, estate cars and the like or similar vehicles designed to seat not

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more than 12 persons including the driver) belonging to the Insured or customers of the Insured (but only if specifically insured as specific items);

21.4.2 New Vehicle shall mean a Private Type Motor Vehicle that has, at the time of the loss or damage, been registered as new in the last twelve months and has travelled on average less than 3 500 kilometres a month since registration. The onus of proving the kilometres travelled by the vehicle shall rest upon the Insured.

22 Reinstatement Value Conditions Clause - applicable to Stock in Trade and Customers' Goods

The basis upon which the amount payable as a result of a Defined Event in respect of

22.1 Customers' Goods (other than Customers' Vehicles) if insured as a specific item is to be calculated shall be either:

22.1.1 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

22.1.2 the repair of the property to a condition substantially the same as, but not better than, its condition when new;

22.2 Stock in Trade is to be calculated shall be the cost price to the Insured at the time of the loss.

Provided that where the property is not replaced, the terms of this Condition will not apply.

23 Rent Clause

The Company will pay the amount of Rent Receivable, Rent Payable or Rental Value (as the case may be) defined hereunder in the event of the Premises stated in the Schedule being rendered untenantable during the term specified therein in consequence of damage by a Defined Event:

23.1 Rent Receivable - the actual rent receivable by the Insured at the time of the event in respect of the aforesaid Premises or on such part of the same as may then be let;

23.2 Rent Payable - the actual rent payable by the Insured to the owner or landlord of the said Premises;

23.3 Rental Value - the actual rental value of the said Premises.

The amount payable in terms of this Clause shall be in the proportion which the amount insured bears to the actual Rent Receivable/Rent Payable or Rental Value of the Premises as the case may be and if the Premises are not untenantable during the whole of the aforesaid term, the Company shall only be liable to pay such proportion of the amount payable as the period of time during which the Premises may remain untenantable bears to the whole term specified above, but the period shall not exceed the time which would be required to place the Premises in a tenantable condition.

24 Stock Declaration Conditions Clause

In respect of Stock in Trade insured under this Section being subject to the Stock Declaration Conditions, the Premium is calculated on 75% of the sum or sums insured thereon, subject to the following Specific Conditions:

24.1 the Insured shall declare to the Company in writing the market value of their Stock in Trade on the last day of each month/quarter (as stated in the Schedule) and shall make such declaration within 30 days thereof, otherwise they shall be deemed to have declared the Sum Insured on such property as the market value thereof;

24.2 after each (Annual) Period of Insurance (being the period of twelve consecutive months from the Inception Date or Anniversary Date), the Premium shall be calculated on the average Sum Insured, namely the total of the values declared or deemed to have been declared, divided by the number of declarations due to have been made. If the resultant Premium differs from the provisional Premium, the difference shall be payable by or to the Insured as the case may be, but the amount payable by the Company shall not exceed 50 per cent of the provisional Premium;

24.3 any claim hereunder shall be settled in terms of point 22.2 of Clause 22 (Reinstatement Value Conditions clause - applicable to Stock in Trade and Customers' Goods) above;

24.4 if, after the occurrence of damage, it is found that the amount of the last declaration is less than the amount that ought to have been declared, then the amount which would have been

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recoverable by the Insured shall be reduced in such proportion as the amount of the said declaration bears to the amount that ought to have been declared or to the Sum Insured, whichever is the lesser amount. The provisions of this Condition shall, if applicable, operate cumulatively with the provisions of the Specific Condition relating to Average;

24.5 in consideration of the insurance not being reduced by the amount of any loss, the Insured shall pay additional Premium on the amount of the loss from the date thereof to expiry of the Period of Insurance and such extra Premium shall not be taken into account in, and shall be distinct from, the final adjustment Premium;

24.6 the liability of the Company shall not exceed the Sum Insured and Premium shall not be receivable on values in excess thereof;

24.7 the above specific Conditions shall apply separately to each item in the Schedule to which it is stated that these Stock Declaration Conditions apply.

25 Temporary removal Clause

Except in so far as it is otherwise insured the Property Insured is covered whilst temporarily removed elsewhere on the Premises stated in the Schedule or to any other premises including transit by road, rail or inland waterway anywhere within the Republics of South Africa and Botswana, the Kingdoms of Eswatini and Lesotho and the Republics of Malawi, Namibia and Zimbabwe.

Provided that

25.1 unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, the liability of the Company shall not exceed 20% of the Sum Insured applicable to any item;

25.2 any Conditions, Warranties, Requirements or Exceptions that are applicable to the property whilst at its original location shall apply without reservation to the property whilst being temporarily removed;

25.3 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.

26 Tenants Clause

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 such act or omission which is a contravention of any of the Terms, Exceptions or Conditions of this Section comes to their knowledge and will be responsible for any additional Premium payable from the date any increased hazard shall be assumed by the Company.

27 Vehicle loads Clause

If any property hereby insured is left loaded on a vehicle on the Premises, the Company will indemnify the Insured in respect of loss or damage to such property caused by any of the Insured Perils.

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GLASS

Defined Events

Loss of or damage to internal and external glass (including mirrors), signwriting and treatment thereon at the Insured Premises as stated in the Schedule, the property of the Insured or for which they are responsible.

Following loss of or damage to glass the Company will also indemnify the Insured for

1 Boarding up

the cost of such boarding up as may be reasonably necessary;

2 Fixtures and fittings

the cost of removal and reinstallation of fixtures and fittings (including motion detectors, cameras, electric motors and other automatic opening or locking devices not otherwise insured and which are fixed to or operate with insured glass doors) necessary for the replacement of the glass;

3 Shop fronts etc.

damage to shop fronts, frames, window displays (including fixtures and fittings), burglar alarm strips, wires and vibrators as a direct result of such loss or damage;

4 Watchman

the cost of employment of a watchman service prior to replacement of glass or boarding up or the repair of the burglar alarm system, unless payable under any other insurance arranged by the Insured;

provided that the liability of the Company shall not exceed

1 for the replacement of glass, signwriting and treatment - the Sum Insured as stated in the Schedule applicable to the Premises at which loss or damage occurs;

2 for all other costs and expenses provided for by this section and resulting from one occurrence or series of occurrences attributable to one source or original cause - in the aggregate the sum of R20 000.

Specific Condition

Average

If the property insured is, at the commencement of any damage to such property by any peril insured against, collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss or damage accordingly. Every item if more than one shall be separately subject to this condition.

Specific Exceptions

The Company shall not be liable for

1 Cracked or broken

glass which, at inception of this insurance, is cracked or broken unless cover has been agreed by the Company

2 Defacement

defacement or damage other than fracture through the entire thickness of the glass or any laminate thereof.

3 Fire etc.

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 responsible as tenant and not as owner

4 Stock in trade

glass forming part of stock in trade

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Clauses, Extensions and Limitations

1 Riot and Strike (excluding loss or damage occurring in the Republics of South Africa and Namibia) (if stated in the Schedule to be included)

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein, this Section is extended to cover loss or damage directly occasioned by or through or in consequence of:

1.1 civil commotion, labour disturbances, riot, strike or lockout;

1.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 1.1 above;

provided that this Extension does not cover:

1.1 loss or damage occurring in the Republics of South Africa or Namibia;

1.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically Insured;

1.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;

1.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

1.5 loss or damage related to or caused by any occurrence referred to in General Exception 9.1.2, 9.1.3, 9.1.4, 9.1.5, 9.1.6 or 9.1.7 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 alleges that by reason of provisos 1.1, 1.2, 1.3, 1.4 or 1.5 loss or damage is not covered by this section, the burden of proving the contrary shall rest on the Insured.

This extension shall only apply to loss or damage for which the Insured is responsible as tenant and not as owner.

2 Special replacement extension (if stated in the Schedule to be included)

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 therefor, 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.

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GOODS IN TRANSIT

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this Section unless specifically otherwise indicated:

1 Insured Property

shall mean all property usual to the Insured's Business including

1.1 tools, plant, machinery, equipment, personal protective equipment, consumables, spare parts and/or similar items used by the Insured and/or any employee for the purposes of the Business excluding cell phones, laptops and similar items

1.2 ropes, tarpaulins and packing materials in connection with the Transit

owned by the Insured or for which they are responsible

2 Transit

shall, in respect of

2.1 Consigned Goods

be deemed to commence from the time of moving the Insured Property at the consignor's premises (including carrying to any Conveyance and loading thereon), continue with transportation to the consignee (including temporary storage not exceeding 96 hours in the course of the journey) and end when off-loaded and delivered at any building or place of storage at the consignee's premises.

If any consignee shall refuse or is unable 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.

2.2 Goods other than Consigned Goods

be deemed to commence with the loading of the Insured Property onto any Conveyance, continue with transportation and end when off-loaded from the Conveyance.

3 Unattended Vehicle

shall mean any vehicle being used by the Insured or any principal, partner, director or employee of the Insured where such person is not in a position to keep the vehicle under constant observation and at the same time have a reasonable prospect of preventing any unauthorised interference with the vehicle.

Defined Events

Loss of or damage to the Insured Property in the course of Transit by the Means of Conveyance stated in the Schedule or other means incidental thereto and caused by any accident or misfortune not otherwise excluded

provided that:

1 the Insured shall be responsible for the excess stated in the Schedule in respect of each and every Defined Event except a claim resulting from fire, lightning or explosion

2 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 where the Means of Conveyance is by Specified Vehicle, the Limit of Indemnity in respect of each vehicle specified in the Schedule is the amount stated next to its details and the maximum amount payable by the Company for all loss or damage arising from any one Defined Event involving more than one such vehicle shall not exceed the Accumulation Limit stated in the Schedule

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Specific Conditions

1 Roadworthiness

It is a condition precedent to the liability of the Company and warranted that all vehicles owned, leased, hired by or under the custody or control of the Insured whether on their own or forming part of a combination of vehicles and being used for the Transit of the Insured Property shall at all times be kept in a roadworthy state or condition.

Specific Exceptions

The Company shall not be liable for

1 Cash

loss of or damage to cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind;

2 Consequential loss

consequential loss of any kind, delay, loss of market, depreciation or changes brought about by natural causes.

3 Dishonesty

loss or damage resulting from or caused by the dishonesty of any principal, partner, director or employee of the Insured whether acting alone or in collusion with others;

4 Inherent vice

loss or damage resulting from or caused by inherent vice or defect, vermin, insects, damp, mildew or rust;

5 Mechanical, electronic or electrical breakdown

mechanical, electronic or electrical breakdown, failure, breakage or derangement of the Insured Property unless following an accident or misfortune not otherwise excluded;

6 Other insurance

loss of or damage to 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;

7 Refrigeration equipment

loss or damage resulting from or caused by breakdown of refrigeration equipment;

8 Territorial limits

loss of or damage to property outside the Republics of South Africa and Botswana, the Kingdoms of Eswatini and Lesotho and the Republics of Malawi, Namibia and Zimbabwe;

9 Theft from Unattended Vehicles

loss of or damage resulting from or caused by theft from any Unattended Vehicle 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.

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 shall be deemed to satisfy the requirement for a completely closed and securely locked vehicle;

This Exception will not apply to loss or damage which may occur as a result of an accident involving a road vehicle rendering any principal or employee or entrusted person incapable of retaining possession or control of the property on account of bodily injury sustained;

10 Transit by sea

loss or damage resulting from or caused by or arising whilst in Transit by sea or inland Transit incidental thereto;

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11 Wear and tear

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.

Clauses, Extensions and Limitations

1 Breakdown of the Means of Conveyance

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 utilisation of any other form of transport to assist completion of the Transit and the insurance afforded shall not be affected thereby.

2 Debris removal, reloading and trans-shipment costs Extension (if stated in the Schedule to be included)

The insurance under this Section includes costs necessarily incurred by the Insured in respect of

2.1 the clearing up and removal of debris following damage to the Means of Conveyance or to the Property Insured thereon;

2.2 reloading on to the Means of Conveyance any Property Insured if fallen from such Means of Conveyance

2.3 transhipping Insured Property to another Means of Conveyance, delivering it to the original destination, or returning it to the place of despatch following physical loss of or damage to the Insured Property or an accident to the Means of Conveyance

provided that the liability of the Company shall not exceed R15 000 or the Limit of Indemnity stated in the Schedule, whichever is the greater, in respect of any one Defined Event.

3 Fire, explosion, collision, derailment and overturning Limitation (if stated in the Schedule to be included)

The insurance under this Section is limited to loss or damage resulting from fire or explosion or collision or the overturning or derailment of the Means of Conveyance described in the Schedule.

4 Fire extinguishing charges Extension

If the property described in the Schedule is lost or damaged by fire in the course of a Transit insured by this Section, the Company will in addition to indemnifying the Insured for such loss or damage pay for the cost of extinguishing or attempting to extinguish such fire provided that the maximum amount payable under this Extension shall not exceed the Limit of Indemnity shown in the Schedule opposite this Clause plus (if applicable) the increased fire extinguishing charges Extension limit.

5 Irreplaceable goods (applicable to 2.1 Consigned Goods)

The Company agrees to settle any claim for irreplaceable goods lost or damaged on the basis of the selling price of such goods at the date of the loss or damage

6 Replacement value Condition (applicable to 2.2 Goods other than Consigned Goods)

The basis upon which the amount payable, in respect of goods other than Consigned Goods, is to be calculated shall be either

6.1 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

6.2 the repair of the property to a condition substantially the same as, but not better than, its condition when new

provided that

6.1 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

6.2 where the property is not replaced, the terms of this Condition will not apply

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7 Riot and strike (excluding loss or damage occurring in the Republics of South Africa and Namibia) Extension (if stated in the Schedule to be included)

Subject otherwise to the terms, Conditions, Exclusions, Exceptions and Warranties contained therein, this Section is extended to cover loss or damage directly occasioned by or through or in consequence of:

7.1 civil commotion, labour disturbances, riot, strike or lockout;

7.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 7.1 above;

provided that this Extension does not cover:

7.1 loss or damage occurring in the Republics of South Africa and Namibia;

7.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;

7.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;

7.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

7.5 loss or damage related to or caused by any occurrence referred to in General Exception 9.1.2, 9.1.3, 9.1.4, 9.1.5, 9.1.6 or 9.1.7 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 alleges that, by reason of provisos 7.1, 7.2, 7.3, 7.4 or 7.5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

8 Specified Vehicle undergoing repair or servicing

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.

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GROUP PERSONAL ACCIDENT

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this Section unless specifically otherwise indicated:

1 Emergency Expenses Shortfall

shall mean all costs and expenses necessarily incurred including costs and expenses incurred in emergency transportation or freeing the Insured Person if trapped or bringing him to a place of safety as a result of Bodily Injury and incurred within 24 months of the Defined Event excluding any amounts as may

1.1 fall within the scope of any Act in terms of which any employee may claim compensation for work related injuries. This exclusion shall apply regardless of whether or not the applicable legislative fund is incapable of providing or unable to provide compensation;

1.2 be payable by a registered Medical scheme including any amounts payable from a member's Medical scheme Savings account.

2 Insured Person

shall mean any principal, partner, director or employee of the Insured specified in the Schedule.

3 Permanent Disability

shall mean

		Percentage of Compensation
3.1	loss by physical separation at or above the wrist or ankle of one or more limbs	100
3.2	permanent and total loss of	
3.2.1	whole eye	100
3.2.2	sight of eye	100
3.2.3	sight of eye except perception of light	100
3.3	permanent and total loss of hearing	
3.3.1	both ears	100
3.3.2	one ear	25
3.4	permanent and total loss of speech	100
3.5	injuries resulting in permanent total disability from following usual occupation or any other equivalent occupation for which the Insured Person is fitted by education, knowledge or training	100
3.6	loss of four fingers	70
3.7	loss of thumb	
3.7.1	both phalanges	30
3.7.2	one phalanx	15
3.8	loss of index finger	
3.8.1	three phalanges	15
3.8.2	two phalanges	10
3.8.3	one phalanx	5
3.9	loss of any other finger – each finger	
3.9.1	three phalanges	10
3.9.2	two phalanges	8
3.9.3	one phalanx	4

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3.10	loss of metacarpals		
3.10.1	first or second (each metacarpal)		3
3.10.2	third, fourth or fifth (each metacarpal)		2
3.11	loss of toes		
3.11.1	all on one foot		30
3.11.2	great		
3.11.2.1	both phalanges		10
3.11.2.2	one phalanx		5
3.11.3	other than great, if more than one toe lost, each		5

Memoranda

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

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

3 100 per cent shall be the maximum percentage of Compensation payable for Permanent Disability resulting from an accident or series of accidents arising from one cause in respect of any one Insured Person.

4 Temporary Total Disability

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

Defined Events

Bodily Injury caused by accidental, violent, external and visible means to any Insured Person.

The Company will pay to the Insured, on behalf of the Insured Person or his estate, the Compensation stated in the Schedule in the event of accidental Bodily Injury to any Insured Person directly and independently of all other causes resulting within 24 calendar months in Death or disability as specified in the Schedule under the heading Circumstances.

Provisos

It is declared and agreed that

1 Accumulation Limit

the maximum Compensation payable by the Company in respect of all persons insured under the Group Personal Accident, Personal Accident and Stated Benefits Sections resulting from an accident or series of accidents arising from one cause shall not exceed the amount stated in the Schedule as the Accumulation Limit

2 Age limits

unless otherwise provided herein, this Section shall not apply to any Insured Person

2.1 before he attains 15 years of age, or

2.2 after the expiry of the period of insurance in which he attains 75 years of age

3 Emergency Expenses Shortfall

any payment for Emergency Expenses Shortfall for any one Insured Person in respect of each and every claim shall be in excess of and not be reduced by the amount of the Excess as stated in the Schedule

4 Maximum Compensation

the Company shall not be liable to pay, for Death or disability resulting from an accident or series of accidents arising from one cause in respect of any one Insured Person, more than the Compensation payable for Death or Permanent Disability (whichever is the higher) plus any Compensation payable for Temporary Total Disability, Emergency Expenses Shortfall and any Extensions which are applicable;

5 Maximum period for Temporary Total Disability

the Compensation specified for Temporary Total Disability shall be payable for not more than the Number of Weeks stated in the Schedule and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible, notwithstanding that Permanent Disability may remain;

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6 Medical examination

after suffering accidental Bodily Injury for which Compensation may be payable under this Section, the Insured Person shall, when reasonably required by the Company so to do, submit to medical examination and undergo any treatment specified. The Company shall not be liable to make any payment unless this Proviso is complied with to its satisfaction;

7 Other insurance and reinstatement of cover after Loss

General Conditions 13 (Other insurance) and 15 (Reinstatement of cover after loss) do not apply to this Section;

8 War

in respect of this Section only, General Exception 9 (War, riot and terrorism) is deleted and replaced by the following:

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

Specific Exceptions

The Company shall not be liable to pay Compensation in respect of any Insured Person

1 Air travel

while he is travelling by air other than as a passenger and not as a member of the crew or for the purpose of any trade or technical operation therein or thereon;

2 Alcohol

as a result of the influence of alcohol, drugs or narcotics upon the Insured Person unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself);

3 Existing defect

caused solely by an existing physical defect or other infirmity of the Insured Person;

4 Motorcycling

while he is, or as a result of his, engaging in motor cycling, motor quadricycling or motor tricycling (whether as a driver or passenger) other than on the business of the Insured

5 Mountaineering etc.

while he is, or as a result of his, engaging in mountaineering necessitating the use of ropes, winter sports involving snow or ice, polo on horseback, steeplechasing, professional football or hang-gliding.

6 Racing

while he is, or as a result of his, engaging in racing of any kind involving the use of any power-driven

6.1 vehicle

6.2 vessel

6.3 craft

7 Riot

as a result of his participation in any riot, civil commotion or act of terrorism;

8 Suicide

caused by his suicide or intentional self-injury;

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Clauses, Extensions and Limitations

1 Burns disfigurement (if stated in the Schedule to be included)

Subject to the exclusion shown below, the following item is added to the definition of Permanent Disability:

		Percentage of Compensation
3.12	permanent disfigurement resulting from accidental external burns to the combined surface area of the	
3.12.1	face and neck	
	100% surface area disfigurement	60
	less than 100% surface area disfigurement	the proportion of 60 which the actual surface area disfigurement bears to 100% surface area disfigurement
3.12.2	remaining parts of the body other than the face and neck	
	100% surface area disfigurement	30
	less than 100% surface area disfigurement	the proportion of 30 which the actual surface area disfigurement bears to 100% surface area disfigurement

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

2 Business Limitation (if stated in the Schedule to be included)

This Section applies only in respect of Defined Events arising from and in the course of the Insured Person's employment in the business.

3 Disappearance Extension

In the event of the disappearance of any Insured Person in circumstances which satisfy the Company that he has sustained injury to which this Section applies, and that such injury has resulted in his Death, the Company will, for the purposes of the insurance afforded by this Section, presume his Death provided that if, after the Company shall have made payment hereunder in respect of his presumed Death, he is found to be alive, such payment shall forthwith be refunded by the Insured to the Company subject to the Insured being able to recover such payment from the person(s) to whom it was paid.

4 Exposure Extension

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

5 Life support machinery Extension

Notwithstanding anything contained in the Defined Events, the 24-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 periods of not less than three consecutive days, of life support machinery, equipment or apparatus.

The Company will, in addition to any Compensation payable, pay for the reasonable costs and expenses incurred as a result of a Defined Event in respect of hire costs for life support machinery, equipment or apparatus

provided that

5.1 the liability of the Company for such costs and expenses resulting from an accident or series of accidents arising from one cause shall not exceed R20 000 for any one Insured Person;

5.2 the Company shall not pay for any amounts as may

5.2.1 fall within the scope of any Act in terms of which any employee may claim Compensation for work related injuries. This Proviso shall apply regardless of whether or not the applicable legislative fund is incapable of providing or unable to provide Compensation;

5.2.2 be payable by a registered Medical scheme including any amounts payable from a member's Medical scheme Savings account.

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5.3 this Extension shall not increase the maximum Compensation payable by the Company in terms of Proviso 1 (Accumulation Limit).

6 Substitute persons

Any person employed by the Insured during the period of insurance as a direct replacement for an Insured Person named in the Schedule will automatically be covered by this Section provided that

6.1 such changes are declared to the Company at the end of the period of insurance;

6.2 there is no difference in occupation between the substitute person and the person being substituted.

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HOUSEHOLDERS

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this Section unless specifically otherwise indicated:

1 Insured Property

shall mean

1.1 household goods and personal effects (including money and negotiable instruments up to R2 500)

1.2 business goods and equipment up to R50 000 or 10% of the Sum Insured stated in the Schedule whichever is the lesser but excluding

1.2.1 electronic data processing equipment

1.2.2 stock-in-trade and equipment relating to a home industry

and fixtures and fittings (not being landlord's fixtures and fittings) the property of the Insured or for which the Insured is responsible or property of any member of the Insured's family normally residing with the Insured in:

1.3 the buildings of the Insured's Private Residence and its domestic outbuildings or on the premises (excluding business goods and equipment) situated at the Risk Address stated in the Schedule

1.4 any other occupied Private Residence

1.5 any building in which the Insured is temporarily residing

1.6 any building in which the Insured is employed

1.7 any furniture storage depot, bank or safe deposit box

1.8 any other building used for the purpose while studying at an educational institution and restricted to boarding houses, campus accommodation or any accommodation arranged or supplied by the educational institution.

Defined Events

1 Loss or damage by the Insured Perils described in Sub-Section A to the Insured Property

2 Loss of rent as provided for in Sub-Section B

3 Legal liability as provided for in Sub-Section C

Sub-Section A – Property

Insured Perils

1 Fire

fire including subterranean fire

2 Aircraft

aircraft and other aerial devices or articles dropped therefrom including damage caused by sonic shockwaves.

3 Bursting

bursting, leaking or overflowing of water apparatus, pipes or fixed oil-fired heating apparatus (excluding damage caused thereto).

4 Earthquake

earthquake, seaquake or volcanic eruption (including tidal wave and/or tsunami originating from earthquake, seaquake or volcanic eruption).

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5 Explosion

explosion.

6 Impact

impact.

7 Lightning

lightning or thunderbolt including damage caused by power surges arising directly from such lightning strikes.

8 Malicious damage

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

8.1 movable property which is:

8.1.1 stolen

8.1.2 damaged in an attempt to remove it or part of it from any premises owned or occupied by the Insured

8.2 movable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by the Insured

8.3 immovable property owned or occupied by the Insured occasioned by or through or in consequence of:

8.3.1 the removal or partial removal or any attempt thereat of

8.3.2 the demolition or partial demolition or any attempt thereat of

the said immovable property or any part thereof with the intention of stealing any part thereof

Provided that this Peril does not cover:

8.1 consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured

8.2 loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation

8.3 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority

8.4 loss or damage related to or caused by any occurrence referred to in General Exception 9.1.1, 9.1.2, 9.1.3, 9.1.4, 9.1.5, 9.1.6 or 9.1.7 of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any way dealing with any such occurrence.

If the Company alleges that by reason of provisos 8.1, 8.2, 8.3 or 8.4 loss or damage is not covered, the burden of proving the contrary shall rest on the Insured.

If any building containing the Insured Property becomes unoccupied for 45 consecutive days, the insurance in respect of this Extension is suspended as regards the property affected unless the Insured, before the occurrence of any damage, obtains the written agreement of the Company to continue this Extension.

During the period of the initial unoccupancy of 45 consecutive days, the Insured shall become a co-insurer with the Company and shall bear a portion of any damage equal to 20% of the claim with a maximum of R5 000 000 before deduction of any Excess.

9 Storm and water

storm, flood, wind, water, hail or snow excluding loss or damage to property:

9.1 in the open unless the property is designed to exist or operate in the open

9.2 that arises from its undergoing any process necessarily involving the use or the application of water

9.3 as a result of wear and tear or gradual deterioration.

10 Theft

10.1 theft or attempted theft from:

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10.1.1 the Private Residence excluding theft whilst the building or any part thereof is left vacant or is lent, let or sub-let (provided that for the purpose hereof the accommodation of paying guests, boarders and lodgers not exceeding 3 in number shall not be deemed to be lending, letting or sub-letting of the building) by the insured unless such theft is accompanied by visible, forcible and violent entry or exit

10.1.2 any domestic outbuildings not directly communicating with the Private Residence limited to R10 000 or the amount stated in the Schedule whichever is the greater unless there is visible, forcible and violent entry or exit

10.1.3 any furniture, storage depot, bank or safe deposit box provided that such theft is accompanied by visible, forcible and violent entry or exit

10.1.4 any other occupied Private Residence

10.1.5 any building in which the Insured is temporarily residing

10.1.6 any building in which the Insured is employed

10.1.7 any other building used for the purpose while studying at an educational institution and restricted to boarding houses, campus accommodation or any accommodation arranged or supplied by the educational institution provided there is visible, forcible and violent entry or exit.

10.2 theft

10.2.1 of laundry, garden and swimming pool furniture, garden maintenance equipment, automatic pool cleaning equipment, pool safety nets and pool coverings of a similar nature from the grounds of the dwelling up to R10 000

10.2.2 in transit while being moved during a permanent change in the Risk Address

10.2.3 while in transit to or from a furniture storage depot or a bank safe deposit

10.2.4 or attempted theft while in transit in the Insured's or authorised representative's custody to or from any place of purchase, repair or renovation following an accident to the conveying motor vehicle or theft following forcible and violent entry into the vehicle up to an amount of R10 000 any one event.

Specific Conditions applicable to Sub-Section A

1 Average

If the Property Insured is at the commencement of any damage to such property by any Peril insured against collectively of greater value than the Sum Insured thereon then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, of this Section shall be separately subject to this Condition.

2 Compulsory Excess

The Insured shall be liable for

2.1 Occupied premises

the first R1 000 of each and every claim in respect of an Insured Peril under Sub-Section A (Property) in respect of premises that are occupied and

2.2 Unoccupied premises

the first R2 500 of each and every claim in respect of an Insured Peril under Sub-Section A (Property) in respect of premises that are unoccupied.

For the purpose of this Condition unoccupied means without people staying in or using the Insured Property with the Insured's permission for at least 30 (thirty) consecutive days.

3 Lightning conductors

It is a Condition precedent to liability in terms of this Section that all buildings with grass, straw or thatched roofs be supplied with and properly fitted with an SABS-approved lightning conductor or lightning conductor of a similar or superior standard which is installed with the exclusive purpose of conducting lightning away from the said building unless stated otherwise in the Schedule.

4 More than 60 days unoccupied

If the Private Residence is left unoccupied for more than 60 (sixty) days (consecutively or not) during any 12 (twelve) calendar months, the insurance in respect of Sub-Section A (Property) Peril 10 (Theft) will be suspended unless otherwise agreed by endorsement.

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5 Platinum, gold and silver articles, jewellery, furs, photographic equipment and oriental carpets and rugs

The total value of platinum, gold and silver articles, jewellery, furs, photographic equipment and oriental carpets and rugs shall be deemed not to exceed one third of the Sum Insured in respect of contents stated in the Schedule, unless specifically agreed herein.

6 Replacement value

In the event of the Property Insured under this Section being lost, destroyed or damaged, the basis upon which the amount payable under this Section is to be calculated shall be the cost of replacing or reinstating property of the same kind or type but not superior to or more extensive than the Insured Property when new, subject to all the other terms and Conditions of the policy except in so far as they may be varied hereby.

7 Security gates and burglar bars

It is a Condition precedent to acceptance of liability in terms of Sub-Section A (Property), paragraphs 10.1.1 and 10.1.2 of Peril 10(Theft) that all external doors are fitted with security gates, and the opening portion of any external window must be protected by means of burglar bars unless stated otherwise in the Schedule.

If not otherwise agreed by the Company and stated in the Schedule to each item separately insured under this Section access is obtained through an external door or opening window that is not secured, the Insured will be responsible for an Excess of R5 000 of each claim, in addition to any other first amount payable.

Sub-Section B – Rent

If the Private Residence becomes uninhabitable because of loss or damage caused by a Peril as defined in Sub-Section A (Property) the Company will, for the period necessary for reinstatement, indemnify the Insured for:

1 the actual rent for which the Insured is liable as occupier of the Private Residence

2 any reasonable additional costs incurred in providing alternative board and lodging for the Insured, his family and domestic staff normally residing with the Insured

3 necessary transit and storage expenses in respect of furniture

up to 25% of the Sum Insured of the affected Insured Property.

Sub-Section C – Legal liability

1 all sums for which the Insured is legally liable as a householder occupying the premises or any member of the Insured's family normally residing with the Insured for compensation in respect of:

1.1 death of or bodily injury to or illness of any person (hereinafter in this Sub-Section referred to as Injury)

1.2 physical loss of or damage to tangible property (hereinafter in this Sub-Section referred to as Damage)

occurring during the Period of Insurance as a result of an accident

2 all legal costs and expenses:

2.1 recovered by any claimant against the Insured

2.2 incurred with the written consent of the Company

in respect of a claim against the Insured for compensation to which the indemnity expressed in this Sub-Section applies

Provided that the amount payable in respect of any one event or series of events with one original cause or source will not exceed R5 000 000 inclusive of all compensation and all legal costs and all other costs and expenses.

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Specific Exceptions applicable to Sub-Section C

The indemnity provided by this Sub-Section does not apply to nor include:

1 Business or profession

liability in respect of Injury or Damage caused by or in connection with or arising from any business or profession of the Insured;

2 Contract of service

liability in respect of Injury to any person under a contract of service or apprenticeship with the Insured if the liability is in respect of Injury arising out of and in the course of the employment of the person by the Insured;

3 Deliberate acts

liability in respect of Injury or Damage caused by or in connection with or arising from deliberate or malicious acts;

4 Expenses incurred after full payment of claim

costs and expenses incurred subsequent to the date on which the Company has paid or offered to pay either the full amount of the claim or the total amount recoverable in respect of any occurrence;

5 Explosives

liability in respect of Injury or Damage caused by or in connection with or arising from explosives;

6 Fines or penalties

liability for fines or penalties or punitive, exemplary or vindictive damages awarded in any court;

7 Gradually operating cause

claims for compensation and legal costs and expenses in respect of Injury attributable to a gradually operating cause which did not occur from a sudden and identifiable accident or occurrence;

8 Liability assumed by agreement

liability assumed by the Insured by agreement and which would not have attached in the absence of the agreement;

9 Mechanically propelled vehicles

liability in respect of Injury or Damage caused by or in connection with or arising from the ownership or possession or use by or on behalf of the Insured of lifts or mechanically propelled vehicles or trailers other than pedestrian controlled gardening implements;

10 Member of the same household

liability in respect of Injury to any person who is a member of the Insured's household or family whether residing with the Insured or not;

11 Pollution

11.1 any liability directly or indirectly caused by seepage, pollution or contamination, provided always that this Exception shall not apply where such seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence happening during the Period of Insurance

11.2 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 this Sub-Section to cover any liability which would not have been insured under this Sub-Section in the absence of this Exception;

12 Property belonging to the Insured

liability in respect of Damage to property belonging to or in the charge of or under the control of the Insured or of any member of the Insured's family or household or of any domestic worker or agent of the Insured.

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Specific Conditions applicable to all Sub-Sections

1 Builder's risk

The following Conditions are applicable whilst the buildings described in the Schedule are under construction or subject to additions or alterations and until they are finally completed:

1.1 the following Perils under Sub-Section A (Property) are cancelled:

1.1.1 3 (Bursting)

1.1.2 8 (Malicious damage)

1.1.3 10 (Theft)

1.2 Peril 6 (Impact) under Sub-Section A (Property) is cancelled and replaced by the following:

6 Impact

impact with any of the buildings by any vehicle or animal except vehicles or animals belonging to, in the custody of, and/or under the control of any contractor or sub-contractor or any of their employees whilst engaged with:

6.1 the construction of or completion of the Insured Property

6.2 architectural alterations and/or additions to and/or restoration to the Insured Property or the completion of such alterations, additions or restoration

1.3 Peril 9 (Storm and water) under Sub-Section A (Property) is cancelled and replaced by the following:

9 Storm

storm but excluding loss or damage:

9.1 caused by subsidence or landslip

9.2 as a result of wear and tear or gradual deterioration

9.3 to property in the open unless the property is designed to exist or operate in the open

1.4 the following Extensions are cancelled:

1.4.1 3 (Audio visual equipment Extension to Sub-Section A (Property))

1.4.2 9 (Documents Extension to Sub-Section A (Property))

1.4.3 10 (Domestic refrigerator, deep-freeze, cold store and freezing-room contents Extension to Sub-Section A (Property))

1.4.4 17 (Keys and locks Extension to Sub-Section A (Property))

1.4.5 20 (Medical and veterinary expenses Extension to Sub-Section A (Property))

1.4.6 21 (Mirrors and glass Extension to Sub-Section A (Property))

1.4.7 32 (Tenants liability Extension to Sub-Section C (Legal liability))

1.5 Sub-Section B (Rent) is cancelled.

1.6 Sub-Section C (Legal liability) is cancelled

2 Claim Free Groups

In the event of no claim arising under this Section during any one (Annual) Period of Insurance (being the period of twelve consecutive months from the Inception Date or Anniversary Date) specified below immediately preceding the renewal of the policy, the renewal Premium for this Section will be based on the relevant Claim Free Groups as follows:

Period of Insurance	Claim Free Group
less than one year	0
the preceding year	1
the preceding two consecutive years	2
the preceding three consecutive years	3
the preceding four consecutive years	4
the preceding five consecutive years	5
the preceding six consecutive years	6

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the preceding seven consecutive years 7

the preceding eight consecutive years.....8

the preceding nine or more consecutive years.....9

However, should a claim arise during any Period of Insurance when Claim Free Group 4, 5, 6, 7, 8 or 9 applies, the renewal Premium for the subsequent Period of Insurance will be calculated on Claim Free Group 2, 3, 4, 5, 6 or 7, respectively.

If more than one Private Residence is described in the Schedule, the Claim Free Group will apply as if a separate policy has been issued in respect of each Private Residence.

The Claim Free Group will not be affected by any claim in respect of the following Extensions

2.1 2 (Accidental death Extension to Sub-Section A (Property))

2.2 8 Discomfort Extension to Sub-Section A (Property)

2.3 20 (Medical and veterinary expenses Extension to Sub-Section A (Property))

2.4 33 (Transit Extension to Sub-Section A (Property))

Unless the Company consents to a transfer of interest in this policy the Claim Free Group is not transferable.

3 More than one dwelling

If the contents of more than one Private Residence are insured under separate items, the terms, Conditions, Limitations and Exceptions contained herein shall apply separately to each item as if each had been insured under a separate policy.

Specific Exceptions applicable to all Sub-Sections

This Section does not cover

1 Consequential loss

consequential loss or consequential damage of any kind whatsoever except as provided for by Sub-Section B (Rent);

2 Electronic data processing equipment

any electronic data processing equipment not being used for domestic purposes only

Provided that

2.1 such electronic data processing equipment used for domestic only will be subject to an Excess of R1 000 for each and every claim.

2.2 the liability of the Company with regard to any crypto or virtual currency machines and equipment will be limited to 5% of the Sum Insured stated in the Schedule or R25 000 whichever is the lesser any one occurrence.

3 Property more specifically insured

property more specifically insured or unless specifically mentioned, deeds, bonds, bills of exchange, promissory notes, money, cheques, securities for money, stamps, documents of any kind, manuscripts, medals, coins (other than money and negotiable instruments as per definition **Error! Reference source not found.** (**Error! Reference source not found.**) up to R2 500), motor vehicles and accessories in or upon such vehicles, aerial devices and any part thereof, waterborne vessels and any part thereof (except model aeroplanes and model waterborne vessels), canoes and animals.

Clauses, Extensions and Limitations

1 Accidental damage Extension to Sub-Section A (Property) (if stated in the Schedule to be included)

Sub-Section A (Property) is extended to cover accidental damage to the contents other than audio visual equipment (as defined in Extension 3 (Audio visual equipment Extension to Sub-Section A), aerials and satellite dishes by accidental external means whilst in the buildings at the premises

Provided that:

1.1 the Company will not be liable in respect of:

1.1.1 breakage of glass or china including crockery

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1.1.2 damage arising from wear and tear, depreciation, mildew, rust, moth, vermin, insects, larvae, any process of cleaning, repairing, restoring or dyeing, gradual deterioration which includes the action of light, atmospheric or climatic conditions

1.1.3 scratching, abrading, denting or chipping

1.1.4 mechanical or electrical breakdown

1.1.5 damage to electronic data-processing equipment

1.2 the liability of the Company is limited to the amount stated in the Schedule in respect of any one occurrence

1.3 the Insured shall be responsible for the first 10% with a minimum of R500 in respect of each and every claim

1.4 Specific Condition 1 (Average) shall not apply to this Extension.

2 Accidental death Extension to Sub-Section A (Property)

In the event of the death of the Insured or a member of his family normally residing with the Insured as a direct result of accidental bodily injury to such person sustained whilst in the Insured's Private Residence or its grounds situated at the Risk Address stated in the Schedule, the Company will pay:

2.1 R7 500 for a person 18 years of age and under

2.2 R10 000 for a person over 18 and under 76 years of age

provided death occurs within 12 months of the injury.

3 Audio visual equipment Extension to Sub-Section A (Property)

Sub-Section A (Property) is extended to cover accidental loss or damage to any television set, video recorder, decoder, DVD and Blue-ray players, proximas and multi-media projectors, sound reproduction equipment, excluding computer equipment, satellite dish or aerial whilst in or on the dwelling by accidental means other than mechanical, electronic or electrical breakdown.

4 Clearance costs Extension to Sub-Section A (Property)

The Company will indemnify the Insured up to R10 000 any one claim for costs necessarily incurred in respect of the removal of debris from the premises following loss of or damage hereby insured.

5 Common law liability to domestic workers Extension to Sub-Section C (Liability)

Notwithstanding Specific Exception 2 (Contract of service) to Sub-Section C (Liability), Sub-Section C is extended to cover:

5.1 all sums for which the Insured is legally liable to pay for compensation in respect of Injury to any domestic worker arising out of and in the course of the period of such domestic worker's employment with the Insured in his/her capacity as a householder at the premises and occurring during the Period of Insurance as a result of an accident

5.2 all legal costs and expenses:

5.2.1 recovered by any claimant against the Insured

5.2.2 incurred with the written consent of the Company

in respect of a claim against the Insured for compensation to which the indemnity expressed in this Extension applies

Provided that the amount payable in respect of any one event or series of events with one original cause or source will not exceed R5 000 000 inclusive of all compensation and all legal costs and all other costs and expenses.

In addition and in connection with the employment of such domestic workers by the Insured, the Company will indemnify the Insured against costs and expenses not exceeding R2 000 incurred by the Insured with the consent of the Company in the defence of any criminal action brought against the Insured arising out of an alleged contravention of the Occupational Health and Safety Act no. 85 of 1993.

6 Damage by wild baboons or wild monkeys or wild animals Extension to Sub-Section A (Property)

Sub-Section A (Property) is extended to include loss of or damage to Insured Property inside the buildings of the private dwelling house(s), private garage(s), domestic outbuilding(s) or domestic apartment(s) situated at the Risk Address stated in the Schedule, caused by wild baboons or wild monkeys or wild animals

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Provided that:

6.1 wild baboons or wild monkeys or wild animals shall mean those that live freely in the natural surroundings and are not kept as pets or farm animals and does not include rodent, moth and vermin

6.2 the Company's liability will not exceed R10 000 in respect of any one occurrence

6.3 the Insured will be responsible for the first R1 000 in respect of each and every claim.

7 Damage to garden Extension to Sub-Section A (Property)

Sub-Section A (Property) is extended to include costs reasonably and necessarily incurred by the Insured in his/her capacity as owner of the buildings for the replacement of trees, shrubs, plants, water features and fixed irrigation installations situated at the premises following damage caused by fire, explosion, any emergency services operations, collision by vehicles or aircraft and other aerial devices or articles dropped therefrom or deliberate or intentional acts, excluding loss or damage caused by or arising from theft or attempted theft

Provided that:

7.1 the Company's liability will not exceed R10 000 in respect of any one occurrence

7.2 the Insured will be responsible for the first R500 in respect of any one occurrence

7.3 the liability of the Company in respect of any one loss shall not exceed R10 000 where this Extension is available under any other Sections of the policy.

8 Discomfort Extension to Sub-Section A (Property)

In the event of a total loss of the Insured Property caused by any Insured Peril for which the Company has indemnified the Insured, an additional amount of R10 000 will be paid to the Insured for any discomfort suffered

Provided that the liability of the Company is limited to a maximum amount of R10 000 as a result of a total loss where both the building and contents has been insured.

9 Documents Extension to Sub-Section A (Property)

Sub-Section A (Property) is extended to include loss of or damage caused by an Insured Peril to documents and manuscripts the property of the Insured whilst in the private dwelling described in the Schedule up to R10 000 any one claim. The Company shall only be liable for the value of materials and the cost in labour in reinstating the documents or obtaining duplicates and not for the value of the information contained therein.

10 Domestic refrigerator, deep-freeze, cold store and freezing-room contents Extension to Sub-Section A (Property)

Sub-Section A (Property) is extended to include deterioration of the contents only due to change of temperature resulting from accidental failure of electricity (excluding load shedding) as well as accidental or mechanical breakdown of any refrigerator, deep freezer, cold store or freezing-room in the dwelling of the Insured

Provided that:

10.1 this Extension does not include

10.1.1 deterioration of the contents resulting from the deliberate cessation of the power supply (gas and paraffin included) by any authority

10.1.2 damage to the refrigerator, deep-freezer, cold store or freezing-room as such

10.2 the liability of the Company in terms of this Extension shall not exceed the amount of R7 500 in respect of any one occurrence

10.3 the Company shall not be liable for the first R500 in respect of each and every event.

For the purpose of this Extension the content(s) will include medication used for personal use where it is required that these medications or be stored under refrigerated conditions.

11 Domestic telephone instruments Extension to Sub-Section A (Property)

If in the residence any domestic telephone instrument (excluding cellular telephones) is accidentally damaged the Company will indemnify the Insured up to R1 000 per instrument any one claim.

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12 Domestic worker's property Extension to Sub-Section A (Property)

Sub-Section A (Property) is extended to include loss of or damage to the household goods and personal effects excluding money and negotiable instruments belonging to domestic workers in the full-time service of the Insured by any of the Insured Perils whilst such property is contained in the dwelling

Provided that:

12.1 loss or damage by theft is excluded unless such theft is accompanied by forcible and violent entry or exit into or out of the dwelling

12.2 the liability of the Company shall not exceed R10 000 in respect of any one occurrence.

13 Fire extinguishing charges Extension to Sub-Section A (Property)

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 Sub-Section A (Property) provided the Insured is legally liable for such costs and the Insured Property was in danger from the fire.

14 Guesthouses (Accommodation and lodging) Extension to Sub-Section A (Property) (if stated in the Schedule to be included)

Paragraph 10.1.1 of Insured Peril 10 (Theft) of Sub-Section A (Property) is amended to read as follows:

10.1.1 the Private Residence but excluding theft (or any attempt thereat) whilst the building(s) or any part thereof be lent, let or sublet by the Insured unless such theft (or any attempt thereat) is accompanied by breaking into or out of the building(s) by visible, forcible and violent means. For the purpose of this Peril 10.1.1, the accommodation of paying guests, visitors, boarders and lodgers who occupy a maximum of 4 rooms, or the amount of rooms stated in the Schedule whichever is the greater, in the building(s) shall not be deemed to be lending, letting or sub-letting of the building(s).

Provided that the Insured shall be liable for an additional Excess of R250 in addition to the basic Excess (other than that applicable to unoccupied premises) in respect of each and every claim as a result of theft (or any attempt thereat) which is not accompanied by breaking into or out of the building(s) by visible, forcible and violent means.

15 Guests property Extension to Sub-Section A (Property)

If household goods and personal effects excluding money and negotiable instruments not otherwise insured belonging to a guest temporarily residing with the Insured are lost or damaged by any of the Perils specified in 1 to 9 of Sub-Section A (Property) or by theft from the Private Residence the Company will indemnify the guest up to R10 000 any one claim.

16 Inflation Extension to Sub-Section A (Property)

The Sum Insured in respect of Insured Property 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 at all times.

17 Keys and locks Extension to Sub-Section A (Property)

Sub-Section A (Property) is extended to cover the cost of replacing locks and keys including the remote and/or alarm controller and, if necessary, the reprogramming of such coded alarm system of the Insured Property following upon loss of or damage to the lock or key, remote or alarm controller, or upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key, remote and/or alarm controller.

This Sub-Section also covers the reasonable expenses incurred in any emergency to call in a locksmith as a result of the loss of such key, remote and/or alarm controller

Provided that:

17.1 the liability of the Company in respect of any one loss shall not exceed R10 000

17.2 the Company shall not be liable for the first R250 in respect of each and every event.

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18 Loss of water by leakage Extension to Sub-Section A (Property)

The Company will indemnify the Insured for the costs of water lost through leakage from pipes on the Insured Property where the Insured is responsible to pay the charge for such water subject to the following:

18.1 in the event of the quarterly reading of water consumption exceeding the average of the last previous four quarterly readings by 50% or more the Company will indemnify the Insured for the cost of such additional water consumed up to a limit of R7 500

18.2 up to R7 500 shall be payable for not more than two separate incidents in any one (Annual) Period of Insurance (being the period of twelve consecutive months from the Inception Date or Anniversary Date)

18.3 it shall be a Condition precedent to liability under this Extension that the Insured shall upon discovery of a leak (by physical evidence or on receipt of an abnormally high water account) take immediate steps to repair the pipe(s) affected

18.4 this Extension does not cover the cost of remedial action including repairs to the pipe(s) affected

18.5 the Company shall not be liable for claims:

18.5.1 as a result of leaking taps, geysers, toilet systems and swimming pools

18.5.2 whilst the property is unoccupied for a period in excess of 30 days

18.5.3 where the water level of a swimming pool has to be topped up as a result of a leaking inlet or outlet pipe.

19 Mechanical breakdown Extension to Sub-Section A (Property) (if stated in the Schedule to be included)

Sub-Section A (Property) is extended to cover accidental mechanical or electrical breakdown of any electrical equipment whilst in the buildings on the premises as described in the Schedule

Provided that

19.1 the Company will not be liable in respect of

19.1.1 damage arising from wear and tear, depreciation, mildew, rust, moth, vermin, insects, larvae, any process of cleaning, dyeing, repairing or restoring, gradual deterioration which includes the action of light atmospheric or climatic conditions

19.1.2 scratching, abrading, denting or chipping

19.1.3 damage arising from faulty or defective design materials or workmanship

19.1.4 damage arising from inherent vice or latent defect

19.1.5 damage arising from lack of maintenance

19.1.6 damage to computers, laptops and/or data processing equipment

19.1.7 damage to tools of any description including garden equipment and implements and automatic pool cleaning equipment

19.1.8 damage arising through any disregard of the manufacturer's instructions relating to the operation of any electrical equipment

19.1.9 damage for which provision is made in terms of the guarantee or warranty issued by the manufacturers of any electrical equipment

19.2 Specific Condition 1 (Average) shall not apply to this Extension.

19.3 the liability of the Company in respect of any one occurrence shall not exceed the amount per item as stated in the Schedule

19.4 the Company shall not be liable for the first R500 in respect of each and every occurrence.

20 Medical and veterinary expenses Extension to Sub-Section A (Property)

Sub-Section A (Property) is extended to cover medical and veterinary expenses incurred as a result of accidental bodily Injury sustained by

20.1 any person other than the Insured caused by a domestic animal owned by the Insured

20.2 any guest or visitor arising from any defect in the dwelling

20.3 domestic staff in the course of their employment by the Insured

20.4 domestic animal owned by the Insured arising from a road accident

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up to R10 000 per person or R1 000 per animal any one occurrence.

21 Mirrors and glass Extension to Sub-Section A (Property)

Sub-Section A (Property) is extended to cover accidental breakage of mirror glass, plate glass tops of stoves and furniture or fixed glass forming part of any article of furniture (other than radio and television apparatus) whilst in the Private Residence.

22 Power surge

The insurance under Sub-Section A (Property) is extended to include loss or damage caused by power surge provided that:

22.1 the Company's liability for any claim or number of claims for any one event or series of events with one originating cause or source, shall not exceed R25 000 or in the Annual aggregate (being the period of twelve consecutive months from the Inception Date or Anniversary Date) a total amount of R50 000

22.2 for the purposes of this Extension cover is only extended to include the property specifically insured under this Section

22.3 this Extension specifically excludes any consequential losses which may arise following an insured loss

22.4 the Insured shall be responsible for an Excess of 10% of claim minimum R1 000.

22.5 Specific Condition 1 (Average) to Sub-Section A (Property) shall not be applicable

23 Refrigerator, deep-freeze, cold store and freezing-room Extension to Sub-Section A (Property) (if stated in the Schedule to be included)

Extension 10 (Domestic refrigerator, deep-freeze, cold store and freezing-room contents Extension to Sub-Section A (Property)) is deleted and replaced by the following:

10 Sub-Section A (Property) is extended to include deterioration of the contents only due to the change in temperature resulting from accidental or mechanical breakdown of any refrigerator, deep-freeze, cold store or freezing-room in the dwellings and also accidental physical damage to the refrigerator, deep-freeze, cold store or freezing-room and the ensuing physical damage to the buildings and landlord's fixtures

Provided that

10.1 this Extension does not cover loss or damage

10.1.1 resulting from the deliberate cessation of the power supply (gas and paraffin included) by any authority

10.1.2 other than deterioration of the contents, resulting from any mechanical breakdown of the said refrigerator, deep-freezer, cold store or freezing-room

10.2 the liability of the Company in terms of this Extension shall not exceed the amount stated in the Schedule

10.3 the Insured shall be responsible for the first R500 or the amount stated in the Schedule whichever is the greater in respect of each and every claim

For the purpose of this Extension the content(s) will include medication used for personal use where it is required that these medications or be stored under refrigerated conditions.

24 Riot and strike (excluding loss or damage occurring in the Republics of South Africa and Namibia) Extension to Sub-Sections A (Property) and B (Rent) (if stated in the Schedule to be included)

Subject otherwise to the terms, Conditions, Exclusions, Exceptions and Warranties contained therein, Sub-Sections A and B are extended to cover damage directly occasioned by or through or in consequence of:

24.1 civil commotion, labour disturbances, riot, strike or lockout

24.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 24.1 above

Provided that this Extension does not cover:

24.1 loss or damage occurring in the Republics of South Africa and Namibia

24.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured

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24.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation

24.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority

24.5 loss or damage related to or caused by any occurrence referred to in General Exception 9.1.1, 9.1.2, 9.1.3, 9.1.4, 9.1.5, 9.1.6 or 9.1.7 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 alleges that, by reason of proviso 24.1, 24.2, 24.3, 24.4 or 24.5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

25 Security guard Extension to Sub-Section A (Property)

The Company will indemnify the Insured for costs reasonably and necessarily incurred in employing a security guard following loss or damage caused by a specified Peril up to R10 000 any one claim.

26 Stock-in-trade and equipment Extension to Sub-Section A (Property) (if stated in the Schedule to be included)

Sub-Section A (Property) is extended to cover loss of or damage to stock in trade and equipment whilst inside the buildings as described in the Schedule caused by an Insured Peril.

Provided that:

26.1 the stock-in-trade must relate to the Home Industry described in the Schedule and which the Insured runs from the Premises stated in the Schedule

26.2 any participant in the Home Industry described in the Schedule and which the Insured runs from the said premises must be stated in the Schedule.

27 Storage cost for contents after loss Extension to Sub-Section A (Property)

Sub-Section A (Property) is extended to cover necessary storage costs incurred by the Insured to safeguard the contents after the occurrence of any Peril specified in Sub-Section A (Property)

Provided that the liability of the Company in respect of this Extension is limited to R10 000 in respect of any one occurrence.

28 Subsidence heave and landslip (limited cover) Extension to Sub-Section A (Property)

Sub-Section A (Property) is extended to include loss of or damage to the contents of the Private Residence caused by subsidence or heave of the land supporting the Private Residence or landslip

Provided that

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

- 28.1.1 excavations other than mining excavations
- 28.1.2 alterations, additions or repairs to the Private Residence
- 28.1.3 the compaction of infill
- 28.1.4 defective design, materials or workmanship
- 28.1.5 normal settlement, shrinkage or expansion of the Private Residence.

28.2 the Insured will be responsible for the first R5 000 of each and every claim.

29 Subsidence heave and landslip Extension to Sub-Section A (Property) (if stated in the Schedule to be included)

Sub-Section A (Property) is extended to cover damage caused by subsidence heave and landslip.

Provided that:

29.1 this Extension does not cover:

- 29.1.1 damage to drains, watercourses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured
- 29.1.2 damage caused by or attributable to:
  - 29.1.2.1 faulty design or construction of, or the removal or weakening of support to, any building situated at the insured premises
  - 29.1.2.2 workmen engaged in making any structural alterations, additions, or repairs to any building situated at the insured premises
  - 29.1.2.3 excavation on or under land other than excavations in the course of

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mining operations

29.1.3 consequential loss of any kind whatsoever except loss of rent.

29.2 the Insured shall be responsible for the first R5 000 of each and every claim. This amount is payable in addition to any other Excess that may be applicable.

In any action suit or other proceeding where the Company alleges that, by reason of the provisions of this Extension any damage is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

30 Swimming pool machinery Extension to Sub-Section A (Property)

Sub-Section A (Property) is extended to cover sudden accidental loss of or damage to the swimming pool machinery and filtration equipment installed at the private dwelling house stated in the Schedule the property of the Insured as tenant and/or the Insured as owner and occupier if the dwelling is insured elsewhere due to an obligation to a financial institution

Provided that:

30.1 the Company shall not be liable in respect of:

30.1.1 loss or damage directly or indirectly caused by rust, subsidence, landslip or the collapse of any building

30.1.2 misapplication of tools or equipment, experiments, wilful overloading or the introduction of abnormal conditions

30.1.3 damage arising out of hydraulic testing or which is discovered during routine examination

30.1.4 damage as a result of faults or defects which were known to the Insured or his responsible employees at the time of the acceptance of this insurance and not revealed to the Company

30.1.5 repair or replacement:

30.1.5.1 due to wearing away or wasting of the material of the plant, slowly developing deformation or distortion or other gradual deterioration of any part of the plant, failure of connections or joints, faulty design, workmanship or material

30.1.5.2 of fuses or electrical contacts at which sparking or arcing occurs, heating elements, collecting brushes, trailing wires, valves, dies, springs, clutch plates, piston rings, gaskets, seals, exchangeable or expendable parts such as bits, drills, cutters, knives, blades, chains, belts, jointing or packing materials or fittings such as fusible plugs, shear pins, safety links and parts not made of metal (except insulation of electrical conductors) transformer oil or switch oil or refrigerant

30.1.6 consequential loss or damage of any nature

30.1.7 any claim provided for in terms of the guarantee or warranty issued by the manufacturer of the swimming pool machinery or provided for in terms of a service contract in respect of such swimming pool machinery

30.1.8 the first R500 whichever is the greater of each and every claim.

30.2 the liability of the Company is limited to the sum of R3 000 in respect of any one occurrence.

31 Temporary increase of Sum Insured Extension to Sub-Section A (Property)

The sum(s) insured in respect of Sub-Section A (Property) as stated in the Schedule are increased by 10% from 15 December to 31 January annually.

32 Tenants liability Extension to Sub-Section C (Legal liability)

The Company will pay all sums for which the Insured is legally liable as tenant and occupier of any Private Residence for compensation in respect of:

32.1 physical loss of or damage to the buildings of the Private Residence (but only whilst the Private Residence is furnished and occupied) directly caused by any Insured Peril

32.2 physical breakage (but only whilst the Private Residence is furnished and occupied by the Insured in his capacity as tenant) of:

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32.2.1 fixed glass in windows and mirrors against walls, doors, fan lights, roof windows, solar heating systems, greenhouses, conservatories and verandas, stove glass tops, fixed wash basins, baths, pedestals, sinks, lavatory pans, splash-backs and cisterns (but excluding chipping, scratching and other disfiguration) forming part of the Private Residence

32.2.2 physical damage to underground pipes and cables extending from the buildings of the Private Residence to the public mains or to underground fuel oil pipes

occurring during the Period of Insurance as a result of an accident.

Provided that the amount payable in respect of any one event or series of events with one original cause or source will not exceed R5 000 000 inclusive of all compensation and all legal costs and all other costs and expenses.

33 Transit Extension to Sub-Section A (Property)

The Company will indemnify the Insured up to R10 000 for damage to household goods in the Insured's or his/her authorised representative's custody whilst in transit to or from any place of purchase, repair or renovation provided the damage is caused by fire, collision or overturning of the conveying motor vehicle including theft following the stated occurrences excluding theft cover as described under Peril 10.2.4 of Sub-Section A (Property).

34 Unoccupied in excess of 60 (sixty) days Extension to Sub-Section A (Property) (if stated in the Schedule to be included)

The insured dwelling described herein may be left unoccupied for the period stated in the Schedule during any 12 calendar months, without the cover in respect of Peril 10 (Theft) of Sub-Section A (Property) being suspended as provided for in Specific Condition 4 (More than 60 days unoccupied) of this Section.

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HOUSEOWNERS

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this Section unless specifically otherwise indicated:

1 Buildings

shall mean

1.1 the building(s) of the private dwelling house(s) and all private garages, domestic outbuildings and domestic apartments constructed of brick, stone or concrete and roofed with slate, tiles, metal, concrete or asbestos unless otherwise stated in the Schedule including landlord's fixtures and fittings therein or thereon;

1.2 domestic carports;

1.3 domestic water tanks and structures thereof, septic sewerage tanks,

1.4 domestic tennis courts, squash courts;

1.5 domestic walls;

1.6 domestic gates and gate motors, fences (other than hedges) including palisades and electric fences, gate and fence posts;

1.7 domestic brick, tar or concrete driveways and patios

1.8 domestic 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;

1.9 domestic fixed water features, statues and ponds

1.10 domestic borehole and well point pumps and electrical motors and other domestic water supplying equipment (excluding windmills and its equipment)

1.11 domestic solar panel or photovoltaic systems, wind turbines (excluding batteries) and structures thereof

the property of the Insured or for which the Insured is responsible at the Premises described in the Schedule.

Defined Events

1 Loss or damage by the Insured Perils described

1.1 in Sub-Section A to the Buildings;

1.2 in Sub-Section B to public supply connections;

situated at the Premises.

2 Loss of rent as provided for in Sub-Section C

3 Legal liability as provided for in Sub-Section D

Sub-Section A – Property

Insured Perils

1 Fire

fire including subterranean fire

2 Aircraft

aircraft and other aerial devices or articles dropped therefrom including damage caused by sonic shockwaves

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3 Bursting

the escape of water from washing machines or dishwashers and the bursting or overflowing of water tanks, water apparatus or water pipes including damage to the apparatus or pipes and the accidental leakage of oil from fixed oil heating installations

4 Earthquake

earthquake, seaquake or volcanic eruption (including tidal wave and/or tsunami originating from earthquake, seaquake or volcanic eruption)

5 Explosion

explosion

6 Impact

impact

7 Lightning

lightning or thunderbolt including damage caused by power surges arising directly from such lightning strikes

8 Malicious damage

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

8.1 movable property which is:

8.1.1 stolen

8.1.2 damaged in an attempt to remove it or part of it from any premises owned or occupied by the Insured

8.2 movable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by the Insured

8.3 immovable property owned or occupied by the Insured occasioned by or through or in consequence of:

8.3.1 the removal or partial removal or any attempt thereat of

8.3.2 the demolition or partial demolition or any attempt thereat of

the said immovable property or any part thereof with the intention of stealing any part thereof

Provided that this Peril does not cover:

8.1 consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured

8.2 loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation

8.3 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority

8.4 loss or damage related to or caused by any occurrence referred to in General Exception 9.1.1, 9.1.2, 9.1.3, 9.1.4, 9.1.5, 9.1.6 or 9.1.7 of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any way dealing with any such occurrence.

If the Company alleges that by reason of provisos 8.1, 8.2, 8.3 or 8.4 loss or damage is not covered, the burden of proving the contrary shall rest on the Insured.

If any Building insured becomes unoccupied for 45 consecutive days, the insurance in respect of this Extension is suspended as regards the property affected unless the Insured, before the occurrence of any damage, obtains the written agreement of the Company to continue this Extension.

During the period of the initial unoccupancy of 45 consecutive days, the Insured shall become a co-insurer with the Company and shall bear a portion of any damage equal to 20% of the claim before deduction of any Excess.

9 Storm and water

storm, flood, wind, water, hail or snow, but excluding loss or damage:

9.1 that arises from property undergoing any process necessarily involving the use or application of water

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9.2 as a result of wear and tear or gradual deterioration

9.3 caused by subsidence or landslip

9.4 to retaining walls

9.5 to gates and fences not constructed of stone, concrete, steel or brick.

10 Theft

theft/house breaking or any attempt thereat of landlord's fixtures and fittings in or on the Buildings as defined, but excluding theft whilst the private dwelling and all private garages, domestic outbuildings and domestic apartments are left vacant or are lent, let or sub-let in whole or in part (provided that for the purpose hereof 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) unless such theft is accompanied by visible, forcible and violent entry into or out of the Buildings.

Specific Conditions applicable to Sub-Section A

1 Average

If the Property Insured is, at the commencement of any damage to such property by any Peril insured against collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this Condition.

2 Compulsory Excess

The Insured shall be liable for

2.1 Occupied Premises

the first R1 000 of each and every claim in respect of an Insured Peril under Sub-Section A (Property) in respect of Premises that are occupied and

2.2 Unoccupied Premises

the first R2 500 of each and every claim in respect of an Insured Peril under Sub-Section A (Property) in respect of Premises that are not being used as a permanent residence and are unoccupied as such at the time of the happening of a Defined Event.

For the purposes of this Condition unoccupied means without people staying in or using the Insured Property with the Insured's permission for at least 30 (thirty) consecutive days.

3 Lightning conductors

It is a Condition precedent to liability in terms of this Section that all Buildings with grass, straw or thatched roofs be supplied with and property fitted with an SABS-approved lightning conductor or lightning conductors of a similar or superior standard which is installed with the exclusive purpose of conducting lightning away from the said Building unless stated otherwise in the Schedule.

4 Reinstatement Value

In the event of the Building 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:

4.1 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 (and in any case must be completed within 12 months after the destruction or damage or within such further time as the Company may (during the said 12 months) in writing allow), otherwise no payment, beyond the amount which would have been payable if these Reinstatement Value Conditions had not been incorporated herein, shall be made

4.2 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

4.3 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 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

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and shall bear a rateable share 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

4.4 these Conditions shall be without force or effect if:

4.4.1 the Insured fails to intimate to the Company within 6 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

4.4.2 the Insured is unable or unwilling to replace or reinstate the property on the same or another site.

Sub-Section B – Public supply connections

Accidental loss of or damage to water, sewerage, gas, electricity and telecommunication connections and other underground pipes the property of the Insured or for which the Insured is legally responsible between the described Buildings and the public supply or mains.

Sub-Section C – Rent

Loss of rent as a result of the private dwelling insured being so damaged by any of the Perils specified as to be rendered untenantable but only for the period necessary for reinstatement and for an amount not exceeding 25% of the Sum Insured for which the aforementioned private dwelling is insured in terms of this Section. The basis of calculation shall be the Annual rent of the aforementioned private dwelling unfurnished or its equivalent in rental value.

Sub-Section D – Property owner's liability

1 all sums for which the Insured is legally liable as owner (and not as a private householder occupying the Building) of the Premises for compensation in respect of:

1.1 death of or bodily injury to or illness of any person (hereinafter in this Sub-Section referred to as injury)

1.2 physical loss of or physical damage to tangible property (hereinafter in this Sub-Section referred to as damage)

occurring during the Period of Insurance as a result of an accident.

2 all legal costs and expenses:

2.1 recovered by any claimant against the Insured

2.2 incurred with the written consent of the Company

in respect of a claim against the Insured for compensation to which the indemnity expressed in this Sub-Section applies

Provided that the amount payable in respect of any one event or series of events with one original cause or source will not exceed R5 000 000 inclusive of all compensation and all legal costs and all other costs and expenses.

Specific Exceptions applicable to Sub-Section D

The indemnity provided by this Sub-Section does not apply to nor include:

1 Business or profession

liability in respect of injury or damage caused by or in connection with or arising from any profession or business of the Insured;

2 Contract of service

liability in respect of injury to any person under a contract of service or apprenticeship with the Insured if the liability is in respect of injury arising out of and in the course of the employment of the person by the Insured

3 Deliberate acts

liability in respect of injury or damage caused by or in connection with or arising from deliberate or malicious acts

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4 Expenses incurred after full payment of claim

costs and expenses incurred subsequent to the date on which the Company has paid or offered to pay either the full amount of the claim or the total amount recoverable in respect of any occurrence

5 Explosives

liability in respect of injury or damage caused by or in connection with or arising from explosives

6 Fines or penalties

liability for fines or penalties or punitive, exemplary or vindictive damages.

7 Gradually operating cause

claims for compensation and legal costs and expenses in respect of injury attributable to a gradually operating cause which did not occur from a sudden and identifiable accident or occurrence

8 Liability assumed by agreement

liability assumed by the insured by agreement and which would not have attached in the absence of the agreement.

9 Mechanically propelled vehicles

liability in respect of injury or damage caused by or in connection with or arising from the ownership or possession or use by or on behalf of the Insured of lifts or mechanically propelled vehicles or trailers other than pedestrian controlled gardening implements

10 Member of the same household

liability in respect of injury to any person who is a member of the Insured's household or family whether residing with the Insured or not

11 Pollution

11.1 any liability directly or indirectly caused by seepage, pollution or contamination, provided always that this Exception shall not apply where such seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence happening during the Period of Insurance

11.2 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 this Sub-Section to cover any liability which would not have been insured under this Sub-Section in the absence of this Exception;

12 Property belonging to the Insured

liability in respect of damage to property belonging to or in the charge or under the control of the Insured or of any domestic worker or agent of the Insured or of a member of his family or household

13 Sexual abuse assault harassment or molestation

liability for any claims arising out of sexual abuse assault harassment or molestation including unwelcome sexual advances, requests for sexual favours and any unwelcome verbal, visual or physical contact of a sexual nature

Specific Conditions applicable to all Sub-Sections

1 Builder's risk

1.1 Under construction

The following Conditions are applicable whilst the property described in the Schedule is under construction and until it is finally completed:

1.1.1 the following Insured Perils of Sub-Section A (Property) are cancelled:

1.1.1.1 3 (Bursting)

1.1.1.2 8 (Malicious damage)

1.1.1.3 10 (Theft)

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1.1.2 Insured Peril 6 (Impact) is cancelled and replaced by the following:

6. Impact

impact with any of the Buildings by any vehicle or animal except vehicles or animals belonging to, in the custody of, and/or under the control of any contractor or sub-contractor or any of their employees whilst engaged with

6.1 the construction of or completion of the Insured Property

6.2 architectural alterations and/or additions to and/or restoration to the Insured Property or the completion of such alterations, additions or restoration

1.1.3 Insured Peril 9 (Storm and water) of Sub-Section A (Property) is cancelled and replaced by the following:

9 Storm

storm but excluding loss or damage:

9.1 caused by subsidence or landslip

9.2 as a result of wear and tear or gradual deterioration

9.3 to all fences and gates

9.4 to retaining walls

1.1.4 Sub-Section B (Public supply connections is cancelled)

1.1.5 Sub-Section C (Rent) is cancelled

1.1.6 Sub-Section D (Property owner's liability) is cancelled

1.1.7 The following Extensions are cancelled:

1.1.7.1 1 (Accidental breakage of glass and sanitaryware Extension to Sub-Section A (Property)

1.1.7.2 2 (Accidental damage to machinery for domestic use Extension to Sub-Section A (Property))

1.1.7.3 3 (Aerials and satellite dishes Extension to Sub-Section A (Property))

1.2 Additions and / or alterations

The following Conditions are applicable whilst the property described in the Schedule is subject to additions and / or alterations until it is finally completed, but only in respect of a claim arising out of or caused by or attributable solely to such additions and/or alterations:

1.2.1 The following sub Sections are cancelled:

1.2.1.1 Sub-Section C (Rent)

1.2.1.2 Sub-Section D (Property owner's liability)

1.2.2 Extension 1 (Accidental breakage of glass and sanitaryware Extension to Sub-Section A (Property) is cancelled

Specific Exceptions

This Section does not cover:

1 Borehole pumps

loss of or damage to domestic borehole pumps and electrical motors as described in 1.10 of definition 1 (Buildings) caused by Insured Peril 9 (Storm and water) of Sub-Section A (Property) which are situated below the normal flood levels

2 Consequential loss

consequential loss or consequential damage of any kind whatsoever except in the case of loss of rent as provided for in this Section

3 Structural defects

any loss or damage as a result of structural defects, faulty design, defective workmanship, lack of maintenance, normal wear and tear, corrosion, inherent vice and latent defect.

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Clauses, Extensions and Limitations

1 Accidental breakage of glass and sanitaryware Extension to Sub-Section A (Property)

The insurance under Sub-Section A (Property) covers accidental breakage (but only whilst the private dwelling is furnished and occupied) of fixed glass and mirrors against walls and in windows, doors, fan lights, roof windows, solar heating systems, greenhouses, conservatories and verandas, stove glass tops, fixed wash basins, baths, pedestals, sinks, lavatory pans, splash backs and cisterns (but excluding chipping, scratching and other disfiguration) forming part of the Building.

2 Accidental damage to machinery for domestic use Extension to Sub-Section A (Property)

The insurance under Sub-Section A (Property) covers sudden accidental loss of or damage (excluding wear and tear) to fixed machinery, for domestic use only, of swimming pools (excluding automatic pool cleaners), jacuzzis, boreholes (excluding windmills), spray irrigation systems, filtration equipment, air conditioners, alarm systems and gate and garage door motors installed at the private dwelling of the Insured

Provided that:

2.1 the Company shall not be liable in respect of:

- 2.1.1 loss or damage directly or indirectly caused by rust, subsidence, landslip or the collapse of any Building
- 2.1.2 misapplication of tools or equipment, experiments, wilful overloading or the introduction of abnormal conditions
- 2.1.3 damage arising out of hydraulic testing or which is discovered during routine examination
- 2.1.4 damage as a result of faults or defects which were known to the Insured or his responsible employees at the time of the acceptance of this insurance and not revealed to the Company
- 2.1.5 repair or replacement:
  - 2.1.5.1 due to wearing away or wasting of the material of the plant, slowly developing deformation or distortion or other gradual deterioration of any part of the plant, failure of connections or joints, faulty design, workmanship or material
  - 2.1.5.2 of fuses or electrical contacts at which sparking or arcing occurs, heating elements, collecting brushes, trailing wires, valves, dies, springs, clutch plates, piston rings, gaskets, seals, exchangeable or expendable parts such as bits, drills, cutters, knives, blades, chains, belts, jointing or packing materials or fittings such as fusible plugs, shear pins, safety links and parts not made of metal (except insulation of electrical conductors) transformer oil or switch oil or refrigerant
- 2.1.6 consequential loss or damage of any nature
- 2.1.7 any claim provided for in terms of the guarantee or warranty issued by the manufacturer of the afore-mentioned machinery or provided for in terms of a service contract in respect of such machinery
- 2.1.8 the first R1 000 of each and every claim.

2.2 the liability of the Company is limited to R10 000 or the amount stated in the Schedule whichever is the greater in respect of any one occurrence.

3 Aerials and satellite dishes Extension to Sub-Section A (Property)

The insurance under Sub-Section A (Property) covers damage to aerials and satellite dishes caused by breakage or collapse thereof.

4 Capital additions Extension to Sub-Section A (Property)

The insurance under Sub-Section A (Property) covers alterations, additions and improvements (but not appreciation in value in excess of the Sum(s) Insured) to the property for an amount not exceeding 15% of the Sum Insured thereon, it being understood that the Insured undertake to advise the Company as soon as possible of such alterations, additions and improvements and to pay the appropriate additional Premiums thereon.

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5 Compulsory Excess (domestic solar panel or photovoltaic systems or wind turbines)

The Insured shall be liable for the first 10% with a minimum of R1 000 of each and every claim in respect of loss of or damage to domestic solar panel or photovoltaic systems or wind turbines by any of the Insured Perils described in Sub-Section A (Property).

6 Costs of removal of fallen trees Extension to Sub-Section A (Property)

The insurance under Sub-Section A (Property) covers costs reasonably and necessarily incurred in removing trees or parts of trees from the dwelling(s) or Premises as described in the Schedule that have fallen following a Defined Event under Sub-Section A or leaning trees (except falling trees while contractors are engaged in the felling thereof) that are in danger of causing damage to Insured Property

Provided that:

6.1 the Company's liability will not exceed R10 000 in respect of any one occurrence

6.2 such costs will be subject to the Company's prior written consent

6.3 the Insured will be responsible for the first R500 in respect of any one occurrence.

7 Damage by wild baboons or wild monkeys or wild animals Extension to Sub-Section A (Property)

Sub-Section A (Property) is extended to include loss of or damage to the private dwelling house(s), private garage(s), domestic outbuilding(s) or domestic apartment(s) situated on the Premises at the risk address stated in the Schedule, caused by wild baboons or wild monkeys or wild animals

Provided that:

7.1 wild baboons or wild monkeys or wild animals shall mean those that live freely in the natural surroundings and are not kept as pets or farm animals and does not include rodent, moth and vermin

7.2 the Company's liability will not exceed R10 000 in respect of any one occurrence

7.3 the Insured will be responsible for the first R1 000 in respect of any one occurrence.

8 Damage to garden Extension to Sub-Section A (Property)

Sub-Section A (Property) is extended to include costs reasonably and necessarily incurred by the Insured in his/her capacity as owner of the Buildings for the replacement of trees, shrubs, plants, water features and fixed irrigation installations situated at the Premises following damage caused by fire, explosion, any emergency services operations, collision by vehicles or aircraft and other aerial devices or articles dropped therefrom or deliberate or intentional acts, excluding loss or damage caused by or arising from theft or attempted theft

Provided that:

8.1 the Company's liability will not exceed R10 000 in respect of any one occurrence

8.2 the Insured will be responsible for the first R500 in respect of any one occurrence

8.3 the liability of the Company in respect of any one loss shall not exceed R10 000 where this Extension is available under any other Sections of the policy.

9 Discomfort Extension to Sub-Section A (Property)

In the event of a total loss of the Premises caused by any Insured Peril for which the Company has indemnified the Insured, an additional amount of R10 000 will be paid to the Insured for any discomfort suffered

Provided that the liability of the Company is limited to a maximum amount of R10 000 as a result of a total loss where both Buildings and contents has been insured.

10 Domestic borehole pumps and electrical motors Limitation to Sub-Section A (Property)

The Insured is liable for an Excess of R500 in respect of each and every claim in respect of loss of or damage to any domestic borehole pump and/or electrical motor and electrical switchgear thereof (excluding windmills and its equipment) caused by an Insured Peril. This amount is payable in addition to any other Excess that may be applicable.

11 Fire extinguishing charges Extension to Sub-Section A (Property)

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

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in terms of this Section provided the Insured is legally liable for such costs and the Property Insured was in danger from the fire.

12 Inflation Extension to Sub-Section A (Property)

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/her responsibility to ensure that the Sums Insured represent the full replacement value of the property at all times.

13 Keys and locks Extension to Sub-Section A (Property)

The insurance under Sub-Section A (Property) covers the cost of replacing locks and keys including the remote and/or alarm controller and, if necessary, the reprogramming of such coded alarm system of the Insured Property following upon loss of or damage to the lock or key, remote or alarm controller, or upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key, remote and/or alarm controller.

The insurance under Sub-Section A (Property) also covers the reasonable expenses incurred in any emergency to call in a locksmith as a result of the loss of such key, remote and/or alarm controller

Provided that:

13.1 the Company's liability will not exceed R10 000 in respect of any one occurrence

13.2 the Company shall not be liable for the first R250 in respect of any one occurrence.

14 Loss of water by leakage Extension to Sub-Section A (Property)

The Company will indemnify the Insured for costs of water lost through leakage from pipes on the Insured's property where the Insured is responsible to pay the charge for such water subject to the following:

14.1 in the event of the quarterly reading of water consumption exceeding the average of the last previous four quarterly readings by 50% or more the Company will indemnify the Insured for the cost of such additional water consumed up to a limit of R7 500

14.2 up to R7 500 shall be payable for not more than two separate incidents in any one (Annual) Period of Insurance (being the period of twelve consecutive months from the Inception Date or Anniversary Date)

14.3 it shall be a Condition precedent to liability under this Extension that the Insured shall upon discovery of a leak (by physical evidence or on receipt of an abnormally high water account) take immediate steps to repair the pipe(s) affected

14.4 this Extension does not cover the cost of remedial action including repairs to pipe(s) affected

14.5 the Company shall not be liable for claims:

14.5.1 as a result of leaking taps, geysers, toilet systems and swimming pools

14.5.2 whilst the property is unoccupied for a period in excess of 30 days

14.5.3 where the water level of a swimming pool has to be topped up as a result of a leaking inlet or outlet pipe.

15 Mechanical breakdown (electric and gas stoves only) Extension to Sub-Section A (Property) (if stated in the Schedule to be included)

Sub-Section A (Property) is extended to include accidental mechanical or electrical breakdown of any electric or gas stove whilst in the Buildings on the Premises as described in the Schedule

Provided that:

15.1 the Company will not be liable in respect of:

15.1.1 damage arising from wear and tear, depreciation, mildew, rust, moth, vermin, insects, larvae, any process of cleaning, dyeing, repairing or restoring gradual deterioration which includes the action of light, atmospheric or climatic conditions

15.1.2 scratching, abrading, denting or chipping

15.1.3 damage arising from faulty or defective design materials or workmanship

15.1.4 damage arising from inherent vice or latent defect

15.1.5 damage arising from lack of maintenance

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15.1.6 damage arising through any disregard of the manufacturer's instructions relating to the operation of the electric stove

15.1.7 damage for which provision is made in terms of the guarantee or warranty issued by the manufacturers of the electric stove

15.2 Specific Condition 1 (Average) to Sub-Section A (Property) shall not be applicable

15.3 the liability of the Company in respect of any one occurrence shall not exceed the amount per item as stated in the Schedule

15.4 the Company shall not be liable for the first R500 (five hundred rand) in respect of each and every occurrence.

16 Mobility Extension to Sub-Section A (Property)

In the event of bodily injury, caused by a violent act of theft, attempted theft, hold up, hijacking or fire, to the Insured or member of his family normally residing with the Insured, while in the dwelling or its grounds and as a direct result of the incident such person becomes permanently dependent on a wheelchair for mobility, the Company will pay the Insured for costs reasonably and necessarily incurred for:

16.1 a self-propelled wheelchair and/or

16.2 alterations to the insured private residence at the risk address stated in the Schedule, to facilitate the use of such wheelchair

Provided that:

16.1 the Company's liability will not exceed R15 000 in respect of any one occurrence

16.2 the liability of the Company in respect of any one loss shall not exceed R15 000 where this Extension is available under any other Sections of the policy.

17 Mortgagee / financier Clause to Sub-Section A (Property)

The interest of any mortgagee / financier in the insurance under this Section shall not be prejudiced by any act or omission on the part of the Insured whereby the risk of loss or damage is materially increased without the mortgagee's / financier's knowledge. The mortgagee / financier 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.

18 Power surge

The insurance under Sub-Section A (Property) is extended to include loss or damage caused by power surge provided that:

18.1 the Company's liability for any claim or number of claims for any one event or series of events with one originating cause or source, shall not exceed R25 000 or in the Annual aggregate (being the period of twelve consecutive months from the Inception Date or Anniversary Date) a total amount of R50 000

18.2 for the purposes of this Extension; cover is only extended to include the property specifically insured under this Section

18.3 this Extension specifically excludes any consequential losses which may arise following an insured loss

18.4 the Insured shall be responsible for an Excess of 10% of claim minimum R1 000.

18.5 Specific Condition 1 (Average) to Sub-Section A (Property) shall not be applicable

19 Public authority's requirements Clause to Sub-Section A (Property)

The insurance under Sub-Section A (Property) 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:

19.1 the amount recoverable under this Clause shall not include:

19.1.1 the cost incurred in complying with any of the aforesaid regulations:

19.1.1.1 in respect of damage occurring prior to granting of this Clause

19.1.1.2 in respect of damage not insured by this Section

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19.1.1.3 under which notice has been served upon the Insured prior to the happening of the damage

19.1.1.4 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

19.1.2 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

19.1.3 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

19.2 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

19.3 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

19.4 the total amount recoverable under any item of this Section shall not exceed the Sum Insured thereby.

20 Rebuilding costs Extension to Sub-Section A (Property)

The insurance under Sub-Section A (Property) covers costs necessarily incurred by the Insured in respect of the following as a result of loss or damage caused by any of the insured events:

20.1 architects', surveyors', consulting engineers' and other fees approved by the Company

20.2 demolition, debris removal or the erection of pavement hoardings during rebuilding operations

20.3 costs to comply with building regulations framed in accordance with any act of parliament or by ordinance of any municipal or other local authority

Provided that the liability of the Company in respect of these costs payable in addition to any other payment for which the Company may be liable in terms of this Section will not exceed 20% of the Sum Insured of the property affected.

21 Riot and strike (excluding loss or damage occurring in the Republics of South Africa and Namibia) Extension to Sub-Sections A (Property), B (Public supply connections) and C (Rent) (if stated in the Schedule to be included)

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein, Sub-Sections A and B are extended to cover damage directly occasioned by or through or in consequence of:

21.1 civil commotion, labour disturbances, riot, strike or lockout

21.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 21.1 above

Provided that this Extension does not cover:

21.1 loss or damage occurring in the Republics of South Africa and Namibia

21.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured

21.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation

21.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority

21.5 loss or damage related to or caused by any occurrence referred to in General Exception 9.1.2, 9.1.3, 9.1.4, 9.1.5, 9.1.6 or 9.1.7 of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

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If the Company alleges that, by reason of proviso 21.1, 21.2, 21.3, 21.4 or 21.5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

22 Security guards Extension to Sub-Section A (Property)

The Company will indemnify the Insured for costs reasonably and necessarily incurred in employing security guards following loss of or damage to any Insured Building(s) caused by an insured event

Provided that the Company's liability will not exceed R10 000 in respect of any one occurrence.

23 Special replacement of geysers Extension to Sub-Section A (Property) (if stated in the Schedule to be included)

The Company agrees that in event of a total loss of a geyser caused by an Insured Peril, a conventional geyser may be replaced by a heat pump, solar or gas geyser

Provided that:

23.1 the liability of the Company in terms of this Extension shall not exceed the amount stated in the Schedule

23.2 the Company shall not be liable for the first R1 000 in respect of each and every claim.

If the cost of replacing the geyser is of greater value than 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 share of the loss accordingly.

Every item, if more than one, shall be separately subject to this Condition.

24 Subsidence heave and landslip (Limited cover)

Sub-Section A (Property) is extended to include loss of or damage to the private residence caused by subsidence or heave of the land supporting the private residence or landslip

Provided that

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

- 24.1.1 excavations other than mining excavations
- 24.1.2 alterations, additions or repairs to the private residence
- 24.1.3 the compaction of infill
- 24.1.4 defective design, materials or workmanship
- 24.1.5 normal settlement, shrinkage or expansion of the private residence.

24.2 the Company will not be liable for loss or damage to:

- 24.2.1 solid floor slabs or any other part of the private residence resulting from the movement of such slabs, unless the foundations supporting the external walls of the private residence or outbuildings are damaged by the same cause at the same time
- 24.2.2 swimming pools, tennis courts, patios, terraces, driveways, paths, septic or conservancy tanks, drains, water courses, walls, gates, posts and fences unless the private residence or outbuildings are damaged by the same cause at the same time

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

24.4 the Insured will be responsible for the first R5 000 of each and every claim.

25 Subsidence heave and landslip Extension to Sub-Section A (Property) (if stated in the Schedule to be included)

Sub-Section A (Property) is extended to cover damage caused by subsidence heave and landslip

Provided that:

25.1 this Extension does not cover:

- 25.1.1 damage to drains, watercourses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured
- 25.1.2 damage caused by or attributable to:

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25.1.2.1 faulty design or construction of, or the removal or weakening of support to, any Building situated at the insured Premises

25.1.2.2 workmen engaged in making any structural alterations, additions, or repairs to any Building situated at the insured Premises

25.1.2.3 excavation on or under land other than excavations in the course of mining operations

25.1.3 consequential loss of any kind whatsoever except loss of rent

25.2 the Insured shall be responsible for the first R5 000 (five thousand rand) of each and every claim. This amount is payable in addition to any other excess that may be applicable.

In any action suit or other proceeding where the Company alleges that, by reason of the provisions of this endorsement any damage is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

26 Temporary repairs and measures after a loss Extension to Sub-Section A (Property)

Sub-Section A (Property) is extended to include all reasonable costs and/or expenses incurred by the Insured in effecting such temporary repairs and by taking such temporary measures as may be reasonably necessary after a Defined Event

Provided that the liability of the Company for such costs and/or expenses shall not exceed R15 000 in respect of any one event.

27 Tenants Extension to Sub-Section A (Property)

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 their knowledge and will be responsible for any additional Premium payable from the date any increased hazard shall be assumed by the Company.

28 Workmen Extension to Sub-Section A (Property)

Contractors may be working in or on any of the within described Buildings without prejudice to this insurance.

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LOSS OF PROFITS (MACHINERY)

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this Section unless specifically otherwise indicated:

1 Accident

shall mean unforeseen and sudden physical damage to the Machinery described in Schedule II from any cause provided for by the Machinery Breakdown insurance.

2 Annual Revenue

shall mean the Revenue during the twelve months immediately before the date of the Accident adjusted in terms of Clause 3 (Adjustment Clause)

3 Annual Turnover

shall mean the Turnover during the twelve months immediately before the date of the Accident adjusted in terms of Clause 3 (Adjustment Clause)

4 Gross Profit (Difference Basis)

shall mean the amount by which

4.1 the sum of the Turnover and closing stock

exceeds

4.2 the sum of the opening stock and the Uninsured Working Expenses specified in Schedule I.

5 Gross Profit (Specified Standing Charges Basis)

shall mean 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.

6 Gross Profit (All Standing Charges Basis)

shall mean the sum produced by adding to the Net Profit the amount of all the Standing Charges of the Business or if there is no Net Profit the amount of all the Standing Charges less the amount of any net trading loss. For the purpose of this insurance depreciation of buildings plant Machinery (other than Machinery damaged in the Accident) fixtures and fittings shall inter alia be deemed to be Standing Charges.

7 Indemnity Period

shall mean the period during which the results of the Business are affected in consequence of the Accident beginning the number of hours/days stated under the time excess of Schedule II after the occurrence of the Accident and ending not later than the expiry of the number of days/weeks/ months shown under the Indemnity Period in Schedule II after the occurrence.

8 Net Profit

shall mean 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.

9 Rate of Gross Profit

shall mean the rate of Gross Profit to Turnover during the financial year immediately before the date of the Accident adjusted in terms of Clause 3 (Adjustment Clause).

10 Rate of Wages

shall mean the Rate of Wages to Turnover during the financial year immediately before the date of the Accident adjusted in terms of Clause 3 (Adjustment Clause)

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11 Revenue

shall mean the money paid or payable to the Insured for goods sold and for services rendered in the course of the Business at the Premises.

12 Shortage in Turnover

shall mean 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 which relates thereto.

13 Standard Revenue

shall mean the Revenue during the period corresponding with the Indemnity Period in the twelve months immediately before the date of the Accident adjusted in terms of Clause 3 (Adjustment Clause)

14 Standard Turnover

Standard Turnover shall mean

the Turnover during the period corresponding with the Indemnity Period in the twelve months immediately before the date of the Accident adjusted in terms of Clause 3 (Adjustment Clause)

15 The Premises

shall mean

all Premises owned used or occupied by the Insured for the purposes of the Business

16 Turnover

Turnover shall mean

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.

Defined Events

Accident to Machinery specified in Schedule II 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 insurance except in so far as a Proviso may operate to exclude losses below a specified amount.

Specific Exclusion

1 Additions alterations improvements

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 on the occasion of its repair.

Specific Conditions

1 Action in event of an Accident

When an Accident occurs in consequence of which a claim may be made under this insurance the Insured – in addition to complying with the General Conditions shall 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 if a claim is made under this insurance will not later than thirty days after the expiry of the Indemnity Period or within such further time as the Company will 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 insurance will be payable unless this Specific Condition has been complied with and in the event of non-compliance therewith in any respect any payment an account of the claim already made will be repaid to the Company forthwith.

2 Standby Machinery

Any item of Machinery insured by this policy 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.

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Basis of Loss Settlement

1 Gross Profit (Difference Basis)

The insurance under item 1 of Schedule I is limited to loss of Gross Profit due to reduction in Turnover and increase in cost of working and the amount payable thereunder 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 the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Accident but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

less any sum saved during the Indemnity Period 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 months) the amount payable will be proportionately reduced.

2 Gross Profit (Specified Standing Charges Basis)

The insurance under item 2 of Schedule I is limited to loss of Gross Profit due to reduction in Turnover and increase in cost of working and the amount payable as indemnity thereunder will be

2.1 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

2.2 for increase in cost of working

the additional expenditure (subject to Proviso 2.2 below) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for the 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 of the Insured Standing Charges as may cease or be reduced in consequence of the Accident provided that

2.1 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 months) the amount payable will be proportionately reduced

2.2 if any Standing Charges of the Business are not insured only such proportion of the additional expenditure as the sum of the Net Profit and the Insured Standing Charges bears to the sum of the Net Profit and all Standing Charges shall be brought into account when calculating the amount recoverable hereunder.

3 Gross Profit (All Standing Charges Basis)

The insurance under item 3 of Schedule I is limited to the Gross Profit due to reduction in Turnover and increase in cost of working and the amount payable as indemnity thereunder shall be

3.1 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

3.2 for increase in cost of working

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in 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

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less any sum saved during the Indemnity Period in respect of any standing or other charges which may cease or be reduced in consequence of the Accident provided that if the Sum Insured by this item be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (proportionately increased where the Indemnity Period exceeds 12 months) the amount payable will be proportionately reduced.

4 Revenue

The insurance under item 4 of Schedule I is limited to loss due to reduction in Revenue and increase in cost of working and the amount payable as indemnity hereunder will be

4.1 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

4.2 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 months) the amount payable will be proportionately reduced.

5 Wages (dual basis)

The insurance under item 5 of Schedule I is limited to loss in respect of Wages and the amount payable thereunder will be

5.1 for reduction in Turnover

5.1.1 during the portion of the Indemnity Period beginning with the number of hours/days stated under time excess of Schedule II after the occurrence of the Accident and ending not later thereafter than the period specified under Indemnity Period of Schedule II - the sum produced by applying the Rate of Wages to the Shortage in Turnover less any saving through reduction in the amount of Wages paid in consequence of the Accident

5.1.2 during the remaining portion of the Indemnity Period - the sum produced by applying the Rate of Wages to the Shortage in Turnover less any saving through reduction in consequence of the Accident in the amount of Wages paid but not exceeding the sum produced by applying the specified percentage of the Rate of Wages to the Shortage in Turnover during the said remaining portion of the Indemnity Period increased by such amount as is deducted for savings in terms of paragraph 5.1.1 above.

Note At the option of the Insured the provisions of paragraph 5.1.1 may apply for the specified extended period provided that the amount arrived at under the provisions of 5.1.2 shall then not exceed the amount deducted under paragraph 5.1.1 for savings effected during the said extended period.

5.2 for increase in cost of working

so much of the additional expenditure described in paragraph 1.2 or 2.2 or 3.2 of items 1 (Gross Profit (Difference Basis)) or 2 (Gross Profit (Specified Standing Charges Basis)) or 3 (Gross Profit (All Standing Charges Basis)) of Schedule I as exceeds the amount payable thereunder but not more than the additional amount which would have been payable for reduction in Turnover under the provisions of paragraphs 5.1.1 and 5.1.2 of this item had such expenditure not been incurred

provided that if the Sum Insured by this item is less than the sum produced by applying the Rate of Wages to the Annual Turnover (proportionately increased where the Indemnity Period exceeds 12 months) the amount payable will be proportionately reduced.

6 Wages (number of weeks basis)

The insurance by item 6 of Schedule I is limited to the loss incurred by the Insured by the payment of Wages for a period beginning with the number of weeks/days stated in under time excess of Schedule

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II after the occurrence of the Accident and ending not later thereafter than the number of weeks specified under Indemnity Period in Schedule II. 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 Accident be utilised by the Insured at all and an equitable part of the Wages paid for such period to employees whose services cannot in consequence of the Accident be utilised by the Insured to the full provided that if the Sum Insured by this item is less than the aggregate amount of Wages that would have been paid during the specified number of weeks immediately following the Accident had the Accident not occurred the amount payable will be proportionately reduced.

7 Additional expenditure

The insurance under item no 7 of Schedule I is limited to additional expenditure (in excess of that recoverable under other items) necessarily and reasonably incurred by the Insured in consequence of the Accident in order to minimize interruption of or interference with the Business during the Indemnity Period.

Clauses, Extensions and Limitations (applicable only to the extent indicated in the Schedule)

1 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 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 which such certificate relates.

2 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.

3 Adjustment Clause

Annual Revenue, Annual Turnover, Rate of Gross Profit, Rate of Wages, Standard Revenue and Standard Turnover as defined shall be adjusted as 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 which would have affected the Business had the damage not occurred so that the figure thus adjusted will represent as nearly as may be reasonably practicable the results which but for the Accident would have been obtained during the relative period after the Accident.

If during the Indemnity Period goods shall be sold or services shall be rendered or Revenue earned elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on his behalf the money paid or payable or Revenue earned in respect of such sales or services shall be brought into account in arriving at the Turnover or Revenue during the Indemnity Period.

4 Alternative basis of loss settlement

The term Output may be substituted for the term Turnover and for the purpose of this insurance Output shall mean the sale value of goods manufactured by the Insured in the course of the Business at the Premises

provided that

4.1 only one such meaning shall be operative in connection with any Accident

4.2 if the meaning set out above be adopted

4.2.1 Clause 2 (Accumulation of stocks) shall be of no effect

4.2.2 the final paragraph of Clause 3 (Adjustment Clause) shall read

if during the Indemnity Period goods shall be manufactured or services rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on their behalf the sale value of goods so manufactured or services rendered shall be brought into account in arriving at the Output during the Indemnity Period.

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5 Department/branches

If the Business be conducted in departments/branches the independent trading results of which are ascertainable the provisions of paragraphs 1.1, 1.2, 2.1, 2.2, 3.1, 3.2, 4.1, 4.2, 5.1 and 5.2 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 Revenue or the Rate of Wages (as the case may be) 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 months) the amount payable will be proportionately reduced.

6 Deposit Premium Clause

In consideration of the Premium for items 1 2 3 4 and/or 5 of Schedule I being provisional because they are calculated on 75 per cent of the sum(s) insured thereby the Premium is subject to adjustment on expiry of each (Annual) Period of Insurance (being the period of twelve consecutive months from the Inception Date or Anniversary Date) as follows

if the Gross Profit, Net Profit or Revenue earned or Wages paid (proportionately increased if the Indemnity Period exceeds 12 months) during the financial year most nearly concurrent with any Period of Insurance (or any period of twelve consecutive months from the Inception Date or Anniversary Date if the Period of Insurance (other than a first Period of Insurance) is for a period of less than twelve months) is less or greater than 75 per cent of the Sum Insured thereon a pro rata return or additional Premium not exceeding 33⅓ percent of the provisional Premium paid for such Period of Insurance will be made for the difference.

7 New Business Clause

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 Annual Revenue, Annual Turnover, Rate of Gross Profit, Rate of Wages, Standard Revenue and Standard Turnover shall bear the following meanings

7.1 Annual Revenue

The average Revenue earned during the three months immediately before the date of the Accident.

7.2 Annual Turnover

Twelve times the average monthly Turnover for the three months immediately before the date of the Accident.

7.3 Rate of Gross Profit

The rate of Gross Profit earned on the Turnover during the three months immediately before the date of the Accident.

7.4 Rate of Wages

The Rate of Wages to Turnover during the three months immediately before the date of the Accident.

7.5 Standard Revenue

The Revenue which would have been earned during the Indemnity Period if the average Revenue during the three months immediately before the date of the Accident had been maintained.

7.6 Standard Turnover

The Turnover which would have been achieved during the Indemnity Period if the average Turnover during the three months immediately before the date of the Accident had been maintained.

8 Payments on account

Payments on account of insured losses may be made if desired.

9 Premium rebate Clause

9.1 If the Gross Profit and/or Net Profit and/or Revenue earned and/or Wages paid as insured by 1 2 3 4 and/or 5 of Schedule I (all proportionately increased if the Indemnity Period exceeds 12 months) during the financial year most nearly concurrent with any (Annual) Period of Insurance (being the period of twelve consecutive months from the Inception Date or Anniversary Date) is less than the respective sums insured thereon a pro rata return of Premium not exceeding 50

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per cent 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.

9.2 If the specified number of 52nd parts of the Wages paid as insured by item 6 of Schedule I during the financial year most nearly concurrent with any (Annual) Period of Insurance (being the period of twelve consecutive months from the Inception Date or Anniversary Date) is less than the Sum Insured thereon a pro rata return of Premium not exceeding 50 per cent of the Premium paid on such Sum Insured for such Period of Insurance will be made for the difference provided that if any claim shall have arisen under this item no return of Premium will be made.

10 Reinstatement of Sum Insured

Notwithstanding the occurrence of a loss this insurance will remain in force for the full amount the Insured agreeing to pay additional Premium on the amount of such loss pro rata from the date of the Accident to the expiry of the Period of Insurance.

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MACHINERY BREAKDOWN

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this section unless specifically otherwise indicated:

1 Market value

shall mean the current purchase price of a second hand/used machine identical in every respect to the machine damaged and substantially of similar condition. Where no similar machine is available, market value shall be calculated from the current new replacement value of the machine less a reasonable amount for use based on an appropriate depreciation scale.

Defined Events

Any unforeseen and sudden physical damage to the machinery described in the Schedule from any cause whilst it is

1 at work or at rest

2 being dismantled for the purpose of cleaning inspection and overhaul or removal to another position or in the course of these operations themselves or subsequent re-erection

within the Insured's premises

3 at any premises for the purpose of cleaning, overhaul, repair or other similar purpose anywhere within the Republics of South Africa and Botswana, the Kingdoms of Eswatini and Lesotho and the Republics of Malawi, Namibia and Zimbabwe.

Basis of indemnity

1 If the damage can be repaired the Company will pay the cost of restoration to working order based on the customary daily rates of wages in the district and normal freight erection and customs dues.

2 If the insured item is totally destroyed, the Company will pay the market value of the item immediately before the damage and the cost of removing the damaged machinery, less the value of the salvage.

The insured item shall be regarded as totally destroyed if the repair costs as defined in 1 above equal or exceed its market value immediately before the damage.

3 The Company may at its option repair reinstate or replace any damaged machinery or pay the amount of the damage in cash.

Specific conditions

1 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

2 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.

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3 Average

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

4 Claims

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

4.1 shall exercise all means in their power to salvage the insured items and ensure their preservation

4.2 may proceed with the repair of the machinery provided that

4.2.1 they comply with 4.1 above

4.2.2 the carrying out of the repair is without prejudice to any question of liability

4.2.3 any damaged part requiring replacement is kept for inspection by the Company

5 Insured value

The Sum Insured for each item of machinery specified in the Schedule must be equal to the installed new replacement value at all times.

6 Reinstatement of Sum Insured

In the event of the payment by the Company of any sum or sums in discharge of the Company's liability in the terms of this insurance the Sum Insured shall automatically be reinstated for the remainder of the current Period of Insurance provided that the Insured shall pay any additional Premium required by the Company calculated pro rata from the date the repaired item is again put to work.

Specific exclusions

1 Alterations additions

irrespective of the original cause the Company will not pay for costs of alterations additions improvements and overhauls carried out on the occasion of a repair

2 Damaged parts

irrespective of the original cause the Company will not pay for the value of damaged parts which can be used in any way whatsoever

3 Excess

irrespective of the original cause the Company will not pay for the amount specified in the Schedule as the Excess for each and every occurrence

4 Expendable parts

irrespective of the original cause the Company will not pay for expendable parts and tools such as (but not limited to) bits cutters knives saw blades dies pattern rollers sieves chains belts ropes conveyor bands jointing and packing material. If these parts or tools are damaged as a result of an accident to other parts of the machinery insured as provided for by this insurance the Company shall indemnify the Insured for the residual value of such parts or tools

5 Experiments

irrespective of the original cause the Company will not pay for damage resulting from experiments overloads or tests requiring the imposition of abnormal conditions

6 Fire lightning explosion

irrespective of the original cause the Company will not pay for damage due to fire extinguishing of a fire direct lightning strikes explosion or any subsequent dismantling

7 Foundations masonry refractories

the machinery described in the Schedule does not include any foundations masonry or refractories unless specifically mentioned in the Schedule.

8 Partial damage

where damage is restricted to a part or parts of an insured item the Company will not be liable to pay a greater amount than the value of the part or parts allowed for in the Sum Insured plus dismantling re erection and freight expenses

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9 Power surge

irrespective of the original cause the Company will not pay for loss of or damage to any item of machinery described in the Schedule due to a power spike and/or power surge and/or an under-voltage condition arising out of the energising of any standby power generating plant to which the insured property/machinery has been connected.

This exclusion shall not apply if the standby power generating plant has been fitted with appropriate voltage and frequency regulation equipment.

10 Subsidence landslide

irrespective of the original cause the Company will not pay for damage due to subsidence landslide storm flood inundation hail snow earthquake volcanic eruption or other convulsions of nature or any subsequent dismantling

11 Theft collapse etc.

irrespective of the original cause the Company will not pay for damage due to theft collapse of buildings impact by animals vehicles aircraft other aerial devices or objects dropped therefrom sonic shock waves or any subsequent dismantling

12 Temporary repairs

irrespective of the original cause the Company will not pay for temporary repairs and any consequences arising therefrom unless the Company has authorised the temporary repairs.

13 Tools

irrespective of the original cause the Company will not pay for damage due to the misapplication of tools

14 Wastage wearing away

irrespective of the original cause the Company will not pay for wastage of material or the like 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

15 Water

irrespective of the original cause the Company will not pay for damage due to water which escapes from water containing apparatus including leakage or discharge from any sprinkler or drencher system or any subsequent dismantling

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MONEY

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this Section unless specifically otherwise indicated:

1 Clothing

shall mean clothing and personal effects not otherwise insured belonging to the Insured or to any principal, partner, director or employee of the Insured.

2 Money

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

3 Receptacle

shall mean any safe, strongroom, strongbox, till, cash register, cash box or other receptacle for Money including any automated teller machine for which the Insured is responsible situated at the Insured's Premises or any franking machine.

4 Territorial Limits

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

Defined Events

Loss of or damage to Money occurring in the Territorial Limits 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 Limitations stated in the Schedule.

Specific Exceptions

The Company shall not be liable for loss of or damage

1 Dishonesty

to Money arising from the dishonesty of any principal, partner, director or person or persons in the employ of the Insured not discovered within 14 working days of the occurrence thereof.

In respect of any loss or damage arising from the dishonesty of any principal, partner, director or person or persons in the employ of the Insured discovered within 14 working days, the Insured shall be responsible for an Excess of 10% of the claim with a minimum of R2 500 for each and every claim.

2 Error or omission

to Money arising from shortage due to error or omission;

3 Fidelity insurance

arising from any event in respect of which a claim is payable, or would be payable but for any excess or co-insured clause under the Fidelity Section of the Policy or any other fidelity insurance.

4 Money in unlocked safe

to Money in an unlocked safe or strongroom whilst the portion of the Premises containing such safe or strongroom is unattended but this Exception will not apply if it can be shown to the satisfaction of the Company that the keyholder to the safe or strongroom deliberately left it unlocked with the intention of allowing the Money to be stolen;

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5 Money not in locked safe

to Money not contained in a locked safe or strongroom 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 strongroom with the intention of allowing it to be stolen;

6 Money in vehicle

to Money in any vehicle being used by the Insured or any principal, partner, director or employee of the Insured unless a principal, partner, director or employee of the Insured is actually in such vehicle or, if not in such vehicle, is within 10 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 Use of keys

to Money arising from the use of keys to any safe or strongroom unless the keys

7.1 are obtained by violence or threats of violence to any person

7.2 are used by the keyholder or some other person with the collusion of the keyholder and the Insured can prove to the satisfaction of the Company that the keyholder or such other person had used the keys to open the safe or strongroom;

Specific Exceptions 4 (Money in unlocked safe), 5 (Money not in locked safe), 6 (Money in vehicle) and 7 (Use of keys) do not apply up to the amount of R10 000 or the limit shown in the Schedule under Specific Limitation 3 whichever is the lesser and such losses shall not be reduced by any Excess.

Clauses, Extensions and Limitations

1 Contingency Extension

Where the Insured has entered into a contract with a cash in transit company or the Insured's bank to the effect that the cash in transit company or bank will insure the Insured's Money under their policy (hereinafter called "Other Policy"), the Company will subject to the terms, Exceptions and Conditions of this Section and Policy indemnify the Insured for a Defined Event on the following contingency bases:

1.1 Difference in Conditions

Should the Other Policy not provide indemnity due to a Policy Exception or a breach of a Policy Condition and should the bank or cash in transit company not compensate the Insured, this Section will operate as though such Other Policy did not exist

1.2 Difference in limits

Should the amount recoverable in terms of the Other Policy be less than the Limit of Indemnity of this Section, this Section will provide cover for the difference between the amount recoverable under the Other Policy and the Limit of Indemnity of this Section

The Limit of Indemnity of this Section is inclusive of and is not in addition to any amount recoverable under the Other Policy and in the settlement of all such losses, the amount recoverable under the Other Policy will be subtracted from the Limit of Indemnity of this Section so that the actual claims payment will always be less than the Limit of Indemnity of this Section

The Excess applicable to this Section will be waived if the Other Policy responds to the loss provided that where the indemnity provided by the Other Policy is less than this Excess, the Insured shall still be responsible for a portion of the Excess calculated by subtracting the amount paid by the Other Policy from the Excess

General Condition 13 of this Policy (Other insurance) shall not apply to this Extension.

2 Credit cards Extension

The Company will indemnify the Insured in respect of liability consequent upon loss of and subsequent unauthorised use by persons of any credit, charge or cash card issued in the name of the Insured anywhere in the world, provided that

2.1 the Company shall not indemnify the Insured for any losses arising after the issuers of such card have accepted liability for such unauthorised use

2.2 the Insured shall comply with the terms and conditions of issue of such card in so far as they relate to the loss or theft of the card

2.3 the Company's liability in respect of any one card shall be limited to R10 000.

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3 Extortion Extension

The Company will indemnify the Insured in respect of loss of or damage to Money if the Insured or any director, member, partner, trustee, or employee of the Insured or a relative of any such person is threatened with physical harm which induces such person to take Money belonging to the Insured, 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.

This Extension will not apply for any loss which is insured or which would be insurable in terms of any Section, Policy or any other more specific insurance covering Money.

4 Locks and keys Extension

The Company will indemnify the Insured in respect of the cost of replacing locks, keys, tags and remote access devices to any Receptacle at the Insured Premises following upon the disappearance of any such keys, tags or devices to such Receptacle or following upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such keys, tags or devices, provided that the Company's liability for any claim or number of claims for any one event or series of events with one originating cause or source shall not exceed R15 000

5 Personal accident (assault) Extension (if stated in the Schedule to be included)

The Defined Events shall be deemed to include bodily injury, caused by accidental, violent external and visible means as a result of theft, or any attempt thereat, to the Insured or to any principal, partner, director or employee of the Insured (hereinafter in this Extension referred to as Insured Person) while the Insured Person is acting in the course of his duties in the Insured's employ.

The Company will pay to the Insured, on behalf of the Insured Person or his estate, the sum or sums stated in the Schedule in the event of bodily injury to the Insured Person resulting within 24 calendar months in

5.1	Death	**the capital sum**
5.2	Permanent Disability	**the percentage of the capital sum specified**

			Percentage of capital sum
5.2.1	loss by physical separation at or above the wrist or ankle of one or more limbs		100
5.2.2	permanent and total loss of		
	5.2.2.1	whole eye	100
	5.2.2.2	sight of eye	100
	5.2.2.3	sight of eye except perception of light	100
5.2.3	permanent and total loss of hearing		
	5.2.3.1	both ears	100
	5.2.3.2	one ear	25
5.2.4	permanent and total loss of speech		100
5.2.5	injuries resulting in permanent total disability from following usual occupation or any other equivalent occupation for which the Insured Person is fitted by education, knowledge or training		100
5.2.6	loss of four fingers		70
5.2.7	loss of thumb		
	5.2.7.1	both phalanges	30
	5.2.7.2	one phalanx	15
5.2.8	loss of index finger		
	5.2.8.1	three phalanges	15
	5.2.8.2	two phalanges	10
	5.2.8.3	one phalanx	5
5.2.9	loss of any other finger – each finger		
	5.2.9.1	three phalanges	10
	5.2.9.2	two phalanges	8

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5.2.9.3	one phalanx		4
5.2.10	loss of metacarpals		
5.2.10.1	first or second (each metacarpal)		3
5.2.10.2	third, fourth or fifth (each metacarpal)		2
5.2.11	loss of toes		
5.2.11.1	all on one foot		30
5.2.11.2	great		
	5.2.11.2.1	both phalanges	10
	5.2.11.2.2	one phalanx	5
5.2.11.3	other than great, if more than one toe lost, each		5

Memoranda (applicable to permanent disablement benefits)

1 Where the injury is not specified the Company will pay such sum as in its opinion is consistent with the above provisions

2 Permanent total loss of use of part of the body shall be considered as loss of such part

3 100 per cent shall be the maximum percentage of compensation payable for disability resulting from an accident or series of accidents arising from one cause in respect of any one Insured Person

5.3 in the case of total and absolute incapacity from following usual business or occupation the Weekly Sum specified in the Schedule shall be payable

5.4 the reasonable expenses, up to the sum specified in the Schedule, shall be payable in respect of Emergency Expenses Shortfall incurred within 24 months of the Defined Event as a direct result of such bodily injury excluding any amounts as may

5.4.1 fall within the scope of any Act in terms of which any employee may claim compensation for work related injuries. This Exclusion shall apply regardless of whether or not the applicable legislative fund is incapable of providing or unable to provide compensation;

5.4.2 be payable by a registered Medical scheme including any amounts payable from a member's Medical scheme Savings account.

provided that

5.1 the Company shall not be liable to pay in respect of any one Insured Person more than the capital sum plus the sums specified under items 5.3 and 5.4;

5.2 the sum specified under item 5.3 shall be payable only for the duration of the incapacity of the Insured Person and shall not be payable for more than 104 weeks and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible notwithstanding that Permanent Disability may remain;

5.3 this Extension shall not apply to any Insured Person under 15 or over 75 years of age;

5.4 after suffering bodily injury for which benefit may be payable under this Extension, such person shall submit to medical examination and undergo any treatment specified. The Company shall not be liable to make any payment unless this proviso is complied with to its satisfaction;

5.5 General Conditions 13 (Other insurance) and 15 (Reinstatement of cover after loss) do not apply to this Extension;

5.6 in respect of this Extension only General Exception 9 (War, riot and terrorism) is deleted and replaced by the following:

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

Extensions to the personal accident (assault) Extension

5.1 Disappearance Extension

In the event of disappearance of any Insured Person in circumstances which satisfy the Company that he has sustained injury to which this Personal Accident (Assault) Extension applies and that such injury has resulted in the death of the Insured Person, the Company will, for the purpose of the insurance afforded by this Extension, presume his death provided that if, after

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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 subject to the Insured being able to recover such payment from the person(s) to whom it was paid.

5.2 Exposure Extension

Bodily injury shall be deemed to include injury caused by starvation, thirst and/or exposure to the elements directly or indirectly resulting from the Insured Person being the victim of theft or any attempt thereat

6 Receptacles and Clothing Extension

In addition to any payment in respect of a Defined Event, the Company will indemnify the Insured in respect of Receptacles and Clothing lost or damaged as a result of theft of Money or attempted theft of Money, provided that the Company's liability under this Extension in respect of Clothing shall not exceed R10 000 and in respect of Receptacles, the amount stated in the Schedule or R15 000 whichever is the greater.

7 Riot and strike (excluding loss or damage occurring in the Republics of South Africa and Namibia) Extension (if stated in the Schedule to be included)

Subject otherwise to the terms, Conditions, Exclusions, Exceptions and warranties contained therein, this Section is extended to cover loss or damage directly occasioned by or through or in consequence of

7.1 civil commotion, labour disturbances, riot, strike or lockout;

7.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with, any occurrence referred to in 7.1 above;

provided that this Extension does not cover

7.1 loss or damage occurring in the Republics of South Africa and Namibia;

7.2 consequential or indirect loss or damage of any kind or description whatsoever;

7.3 loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;

7.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

7.5 loss or damage related to or caused by any occurrence referred to in General Exception 9.1.2, 9.1.3, 9.1.4, 9.1.5, 9.1.6 or 9.1.7 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with such occurrence.

If the Company alleges that, by reason of provisos 7.1, 7.2, 7.3, 7.4 or 7.5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

8 Skeleton keys Extension

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.

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MOTOR

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this Section unless specifically otherwise indicated:

1 Damage

shall mean physical damage including physical loss

2 Injury

shall mean bodily injury including death and illness

3 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.

4 Property

shall mean tangible property

5 Retail Value

shall mean the value as determined by reference to the retail value from the Auto Dealer's guide published by Trans Union Auto Information Solutions (Pty) Limited, or any similar publication approved by the Company. The Vehicle's age, condition and odometer reading could affect the Retail Value.

At each Annual Renewal or Anniversary Date, the Company will automatically adjust the insured value of Vehicles described in definition 7.1 and commercial Vehicles described in definition 7.2 with a gross vehicle mass not exceeding 3 500 kg, to align to the Retail Value at that time.

Optional extras, additional accessories and spare parts and modifications must be separately insured as optional extras.

6 Territorial Limits

shall mean the Republics of South Africa, Angola (except for Cabinda) and Botswana, the Kingdom of Eswatini, the Republic of Kenya, the Kingdom of Lesotho, the Republics of Malawi, Mozambique and Namibia, the United Republic of Tanzania and the Republics of Zambia and Zimbabwe

7 Vehicle

shall mean

7.1 private type motor cars (including motorised motor homes, station wagons, safari vans, estate cars and the like or similar vehicles designed to seat not more than 12 persons including the driver)

7.2 commercial vehicles and special type vehicles as described in the Schedule

7.3 motor cycles (including motor scooters and motor tricycles)

7.4 buses (including any vehicle used for business purposes and designed to seat more than 12 persons, including the driver)

7.5 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

any such vehicle being owned by or hired or leased to the Insured, including any such vehicle temporarily operated by the Insured as replacement for any vehicle out of use for the purpose of overhaul, upkeep and/or repair provided that the Company's maximum liability shall not exceed the lesser of the Retail Value of the replacement vehicle or the Limit of Indemnity of the replaced vehicle as stated in the Schedule.

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Sub-Section A - Damage

Defined Events

Damage to any Vehicle described in the Schedule and its accessories and spare parts whilst therein or thereon. In addition, if such Vehicle is disabled by reasons of any Damage insured hereby, the Company will pay the reasonable cost of protection and removal to the nearest repairers and the Insured may give instructions for repairs to be executed without the prior consent of the Company to the extent of but not exceeding R10 000 provided that a detailed estimate is first obtained and immediately forwarded to the Company. The Company will also pay the reasonable cost of delivery to the Insured, after repair of such damage, not exceeding the reasonable cost of transport to the permanent address of the Insured in the Republics of South Africa or Botswana, the Kingdoms of Eswatini or Lesotho or the Republics of Malawi, Mozambique, Namibia or Zimbabwe.

provided that

1 in respect of specified Vehicles described in definition 7.1 and specified commercial Vehicles described in definition 7.2 with a gross vehicle mass not exceeding 3 500 kg and where Extension 11 (Retail Value Top-up Cover Extension to Sub-Section A (if stated in the Schedule to be included)) is included, the maximum amount payable by the Company in respect of such Damage shall not exceed the Retail Value of the Vehicle at the time of such Damage increased by the Retail Value Top-up Percentage as shown in the Schedule plus any optional extras, additional accessories and spare parts and modifications that have been separately insured as optional extras subject always to paragraph 11.2 of Extension 11 (Retail Value Top-up Cover Extension to Sub-Section A (if stated in the Schedule to be included));

   In all other instances 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 in respect of such Damage, but shall not exceed the Retail Value of the Vehicle plus any optional extras, additional accessories and spare parts and modifications that have been separately insured as optional extras at the time of such Damage subject always to paragraph 11.2 of Extension 11 (Retail Value Top-up Cover Extension to Sub-Section A (if stated in the Schedule to be included));

2 the Company may, at its own option, repair, reinstate or replace such Vehicle or any part thereof and its accessories and spare parts therein or thereon or may pay in cash the amount of the Damage not exceeding the Retail Value of such Vehicle (increased by the Retail Value Top-up Percentage if applicable) plus any optional extras, additional accessories and spare parts and modifications that have been separately insured as optional extras at the time of such Damage;

3 notwithstanding anything in Provisos 1 and 2 to the contrary and only in respect of Vehicles described in definition 7.1 and commercial Vehicles described in definition 7.2 with a gross vehicle mass not exceeding 3 500 kg, if such Vehicle within a period of 12 months of the date of first registration as new, is stolen or hijacked and not recovered and physically returned to the Company or Damaged to the extent that it is in the opinion of the Company beyond economical repair, the basis of indemnity will be the current purchase price of a new Vehicle of the same or a similar model less the Excess provided that

   3.1 The Vehicle has travelled less than an average of 3 500 kilometres per month. The onus of proving the kilometres travelled by the Vehicle shall rest upon the Insured;

   3.2 If the Vehicle is replaced as described above, the Company shall be become entitled to possession and ownership of the Damaged Vehicle;

4 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 Damage;

5 in respect of each and every Occurrence giving rise to a claim (except a claim resulting from fire, lightning or explosion) under this Sub-Section, the Insured shall be responsible for the Excess stated in the Schedule according to the type of Vehicle.

   If any expenditure incurred by the Company shall include any Excess for which the Insured is responsible, such Excess shall immediately be paid by the Insured to the Company;

6 where a Vehicle is Damaged outside the Republic of South Africa the Company will in addition pay the reasonable costs of repatriation of such Vehicle to the South African side of the nearest border post, provided that the Company's liability shall not exceed, in respect of any one event, R20 000;

7 the Company shall not be liable in respect of theft or attempted theft of fitted vehicle audio, visual, communication, and navigational equipment for more than:

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7.1 If factory fitted by the manufacturer of the Vehicle when new, the replacement value of the item provided that the Insured shall be responsible for the basic Excess stated in the Schedule;

7.2 If not factory fitted by the manufacturer of the Vehicle when new and

7.2.1 not specified as a separate item in the Schedule, R7 500 per item and in total R20 000 per event provided that the Insured shall be responsible for the basic Excess stated in the Schedule;

7.2.2 specified as a separate item in the Schedule, the amount stated in the Schedule less the Excess for which the Insured shall be responsible.

Specific Exceptions to Sub-Section A (Damage)

The Company shall not be liable to pay for

1 Consequential loss

consequential loss a result of any cause whatsoever;

2 Depreciation

depreciation in value whether arising from repairs following a Defined Event or otherwise, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages or any resultant Damage;

3 Springs

Damage to springs or shock absorbers due to inequalities of the road or other surface or to impact with such inequalities;

4 Tyres

Damage to tyres unless some other part of the Vehicle is Damaged at the same time.

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 Injury to any person, but excluding 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 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.

Limits of Indemnity

Unless otherwise stated, 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.

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 court of law 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 to apply to Sub-Section B

2 indemnify any person who is driving or using such Vehicle on the Insured's order or with the Insured's permission provided that

2.1 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

2.2 such person driving such Vehicle has not been refused any motor insurance or continuance thereof by any insurer

2.3 indemnity shall not apply in respect of claims made by any member of the same household as such person

2.4 such person is not entitled to indemnity under any other policy except in respect of any amount not recoverable thereunder

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3 indemnify the Insured while personally driving or using any private type motor car or commercial Vehicle with a gross vehicle mass not exceeding 3 500kg 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 definition 7.1 or 7.2 and provided 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 the Company shall not be liable for Damage to the towed Vehicle or trailer or to property therein or thereon.

Specific Exceptions to Sub-Section B (Liability to third parties)

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

1 Compulsory motor vehicle insurance enactment

so much of any compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment.

This Exception shall apply notwithstanding that no insurance under such enactment is in force or has been effected and regardless of whether or not the applicable legislative fund is incapable of providing or unable to provide compensation

2 Excess

the Excess stated in the Schedule according to the type of Vehicle for each and every Occurrence giving rise to a claim under this Sub-Section

3 Liability to passengers

Injury to any person being carried in or upon or entering or getting onto or alighting from a Vehicle described in definition 7.2, 7.3, 7.4 or 7.5 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 gross vehicle mass not exceeding 3 500kg)

4 Tool of Trade

liability arising from the operation, demonstration or use (for purposes other than maintenance or repair of the Vehicle) of any tool or plant forming part of or attached to or used in connection with a Vehicle or anything manufactured by or contained in any such tool or plant. This exclusion shall not apply to forklift trucks.

Sub-Section C - Emergency Expenses Shortfall

Defined Events

If an occupant in the specified part of a Vehicle described below, in direct connection with such Vehicle, sustains bodily injury by violent, accidental, external and visible means, the Company will pay to the Insured the emergency costs and expenses (including any costs incurred to free such injured occupant from such Vehicle or to bring such injured occupant to a place of safety) incurred as a result of such injury up to R7 500 (seven thousand five hundred rand) per injured occupant but not exceeding R30 000 (thirty thousand rand) in total for all occupants injured as a result of an Occurrence or series of Occurrences arising out of one event.

Provided that the amount payable under this Sub-Section shall be reduced by any amount as may

1 fall within the scope of any

1.1 Act in terms of which any employee may claim compensation for work related injuries

1.2 any compulsory motor vehicle insurance enactment

This Proviso shall apply regardless of whether or not the applicable legislative fund is incapable of providing or unable to provide compensation

2 be payable by a registered Medical scheme including any amounts payable from a member's Medical scheme Savings account.

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

No Claim Rebate Provisions (applicable to specified Vehicle basis)

The Policy Schedule reflects the Claim Free Group (CFG) of each Vehicle. These are awarded based on the number of claims made or arising for the particular Vehicle during the preceding (Annual) Periods of Insurance (being the period of twelve consecutive months from the Inception Date or Anniversary Date). The Renewal premium is then based on the revised Claim Free Group according to the following explanation:

1 Claim Free Groups range from 0 to 10 for Vehicle definitions 7.1, 7.2, 7.3 and 7.4 with 10 having the lowest and 0 having the highest Premium.

2 As an example, a Claim Free Group 3 would be awarded to a Vehicle that has been claim free for the preceding 3 years and a 6 for a Vehicle that has been claim free for the preceding 6 years.

3 Each claim made or arising in a Period of Insurance will result in the Claim Free Group reducing by 2 at the next renewal. As an example, if a Vehicle with a Claim Free Group 5 has a claim during the Period of Insurance this will result in a Claim Free Group 3 at the next renewal. If the same Vehicle with a Claim Free Group 5 has 2 claims during the Period of Insurance the Claim Free Group will reduce to 1 at the next renewal.

Specific Conditions applicable to all Sub-Sections

1 Licence

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

2 Roadworthiness

It is a condition precedent to the liability of the Company and warranted that all Vehicles whether on their own or forming part of a combination of Vehicles shall at all times be kept in a roadworthy state or condition.

Specific Exceptions applicable to all Sub-Sections

The Company shall not be liable for

1 Contractual liability

any claim arising from contractual liability, unless such liability would have attached to the Insured notwithstanding such contractual agreement.

2 Intoxicating liquor, drugs, not licenced or breach of the Road Traffic Act

any accident, Injury, Damage or liability incurred while any Vehicle is being driven by

2.1 the Insured

2.1.1 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); or

2.1.2 while not licensed to drive such Vehicle; or

2.1.3 who materially breaches any of the provisions or requirements of the National Road Traffic Act, 93 of 1996 (as amended) or any of its regulations including inter alia the National Road Traffic Regulations (as amended) or similar legislation applicable in the country where the Vehicle is being driven or used.

2.2 any other person with the general consent of the Insured who, to the Insured's knowledge

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2.2.1 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); or

2.2.2 who is not licensed 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 licensed drivers are permitted to drive insured Vehicles; or

2.2.3 materially breaches any of the provisions or requirements of the National Road Traffic Act, 93 of 1996 (as amended) or any of its regulations including inter alia the National Road Traffic Regulations (as amended) or similar legislation applicable in the country where the Vehicle is being driven or used.

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 in the Territorial Limits, or if non-compliance with any licensing law is solely because of failure to renew any licence subject to periodic renewal, or if a licence is not required by law, or while such driver is learning to drive and is complying with the laws relating to learner drivers. The term licensed shall include the requirement of having a Professional Driving Permit in addition to a driver's license for those Vehicle types requiring such permits by law

3 Outside of Territorial Limits

any accident, Injury, Damage or liability incurred outside the Territorial Limits, but the Company will indemnify the Insured against 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

4 Vehicle not being used in accordance with Description of Use

any accident, Injury, Damage or liability whilst the Vehicle is being used with the general knowledge and consent of the Insured otherwise than in accordance with Clause 4 (Description of Use Clause)

Clauses, Extensions and Limitations

1 Contingent liability Extension to Sub-Section B (Liability to third parties) (if stated in the Schedule to be included)

The indemnity under Sub-Section B includes claims made against

1.1 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)

1.2 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

1.1 Exception 3 (Liability to passengers) of the Exceptions to Sub-Section B is deleted

1.2 the Company shall not be liable for Damage to any motor vehicle being used for the purposes and in the manner described in 1.1 and 1.2 above

1.3 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

1.4 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

1.5 the terms, Exceptions and Conditions of the Policy shall otherwise apply.

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2 Credit shortfall Extension to Sub-Section A (Damage) (if stated in the Schedule to be included)

If any total loss settlement under Sub-Section A is less than the amount owing to the financier under a current instalment sale or lease agreement, the Company will pay to the Insured an additional amount equal to the shortfall less:

2.1 any arrears instalments or rentals including interest payable on such arrears

2.2 all refunds of Premium for cancellation of any insurance cover relating to the motor Vehicle

2.3 the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled

2.4 the Excess under Sub-Section A

provided always that

2.1 the amounts payable shall not exceed the maximum indemnity less the Excess under Sub-Section A plus the amount of the credit shortfall

2.2 this Extension shall not apply to an agreement whereby the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10% from any other instalment

2.3 if such shortfall is as a result of a re-advance under an instalment sale or refinancing in terms of a lease the insurance by this Extension shall be void.

3 Cross liabilities Clause to Sub-Section B (Liability to third parties)

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 issued to each, provided that the aggregate liability of the Company shall not exceed the Limit of Indemnity stated in the Schedule.

4 Description of Use Clause

Use for social, domestic and pleasure purposes and use for the Business or occupation of the Insured excluding

hiring, carriage of passengers for hire or carriage of fare-paying passengers, racing, speed or other contests, rallies, trials, carriage of explosives or carriage of any load or passengers exceeding the capacity for which it is constructed or licensed to carry or use for any purpose in connection with the motor trade.

The indemnity to 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.

5 Fire extinguishing charges Extension to Sub-Section A (Damage)

Any costs (not exceeding R15 000) 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 this Section, provided the Insured is legally liable for such costs and the insured property was in danger from the fire.

6 Loss of keys Extension to Sub-Section A (Damage) (if stated in the Schedule to be included)

The Company will indemnify the Insured in respect of the cost of replacing locks and keys, including the remote controller and, if necessary, the reprogramming of any coded alarm system of any insured Vehicle, following upon the disappearance of any key or 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 controller, provided that

6.1 the Company's liability shall not exceed, in respect of any one event, the amount stated in the Schedule for any claim or number of claims for any one event or series of events with one originating cause or source

6.2 the provisions of this Section relating to Excess and No Claim Rebate shall not apply to this Extension.

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7 Parking facilities and movement of third party vehicles Extension to Sub-Section B (Liability to third parties) (if stated in the Schedule to be included)

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 employ of the Insured or acting on the Insured's behalf, provided always that such vehicle was being moved

7.1 with the authority of any tenant, customer or visitor of the Insured or

7.2 in connection with the Insured's parking arrangements or

7.3 to facilitate the carrying out of the Insured's Business,

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

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

8 Passenger liability Extension to Sub-Section B (Liability to third parties) (if stated in the Schedule to be included)

Exception 3 (Liability to passengers) to Sub-Section B shall not apply to Vehicles described in definition 7.2 other than special types, or in definitions 7.3, 7.4 or 7.5. The Limit of Indemnity for any one Occurrence shall not exceed the amount stated in the Schedule.

9 Premium adjustment Clause

If this Section is issued on a non-specified Vehicle basis, the Insured shall submit to the Company at the end of each (Annual) Period of Insurance (being the period of twelve consecutive months from the Inception Date or Anniversary Date) 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 per cent of the Annual rate per Vehicle applied to the difference in the number of Vehicles at inception or Renewal and the number declared.

10 Principals Clause to Sub-Section B (Liability to third parties)

Notwithstanding Specific Exception 1 (Contractual liability) of this Section, the indemnity under Sub-Section B extends to indemnify, to the extent required by the conditions of any contract of the Building Industries Federation of South Africa, and in connection with any liability arising from the performance of such contract, any principal named in such contract entered into by 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.

11 Retail Value Top-up Cover Extension to Sub-Section A (if stated in the Schedule to be included)

(applicable only to specified Vehicles described in definition 7.1 and specified commercial Vehicles described in definition 7.2 with a gross vehicle mass not exceeding 3 500 kg and insured for comprehensive or third party fire and theft cover)

11.1 If a specified Vehicle as described in definition 7.1 or a specified commercial Vehicle as described in definition 7.2 with a gross vehicle mass not exceeding 3 500 kg and insured for comprehensive or third party fire and theft cover is stolen or hijacked and not recovered and physically returned to the Company or Damaged to the extent that it is in the opinion of the Company beyond economical repair, the maximum amount payable by the Company in respect of such Damage shall not exceed the Retail Value of the Vehicle at the time of such Damage increased by the Retail Value Top-up Percentage as shown in the Schedule plus any optional extras, additional accessories and spare parts and modifications that have been separately insured as optional extras.

11.2 The maximum amount payable in terms of this Extension shall, however, not exceed the proven dealer resale value of the insured Vehicle at the time of the Damage as determined by the Company;

11.3 This Extension does not apply to Damage indemnified in terms of Proviso 3 of the Defined Events.

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12 Replacement of undamaged tyres, springs or shock absorbers Extension to Sub-Section A (Damage)

Where the Company is liable to indemnify the Insured in respect of Damaged or stolen tyres, springs or shock absorbers, the Company will in addition indemnify the Insured for the replacement of the remaining tyres, springs or shock absorbers provided that

12.1 this Extension will only apply if such additional replacement is required by the Vehicle manufacturer or where the Vehicle manufacturer confirms in writing that non-replacement will adversely influence the Vehicle warranty.

12.2 the Company shall be entitled to possession and ownership of the tyres, springs or shock absorbers which were undamaged or not stolen

12.3 fair wear and tear will be deducted for the tread already used on the remaining tyres or the wear and tear on springs or shock absorbers.

12.4 where the Excess is stated as a percentage of the claim such Excess will be calculated on the total amount of the claim including the cost of the replacement of the tyres, springs or shock absorbers which were undamaged or not stolen.

13 Riot and strike (excluding Damage occurring in the Republics of South Africa and Namibia) Extension to Sub-Section A (Damage) (if stated in the Schedule to be included)

Subject otherwise to the terms, Conditions, Exclusions, Exceptions and warranties contained therein, this Section is extended to cover Damage directly occasioned by or through or in consequence of:

13.1 civil commotion, labour disturbances, riot, strike or lockout;

13.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 13.1 above;

provided that this Extension does not cover:

13.1 Damage occurring in the Republics of South Africa and Namibia;

13.2 consequential or indirect Damage of any kind or description whatsoever, other than loss of rent if specifically insured;

13.3 Damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;

13.4 Damage occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority;

13.5 Damage related to or caused by any occurrence referred to in General Exception 9.1.2, 9.1.3, 9.1.4, 9.1.5, 9.1.6 or 9.1.7 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 alleges that, by reason of Provisos 13.1, 13.2, 13.3, 13.4 and 13.5, Damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

14 Temporary removal of audio or visual equipment Extension to Sub-Section A (Damage)

The insurance under Sub-Section A includes Damage to removable audio or visual equipment (including removable faceplates of audio or visual equipment) fitted in any insured Vehicle whilst such equipment or faceplates are temporarily removed from the Vehicle.

15 Third party, fire and theft only Limitation (if stated in the Schedule to be applicable)

The liability of the Company under Sub-Section A is restricted solely to Damage resulting from fire, self-ignition, lightning or explosion or by theft or any attempt thereat. Further, Sub-Section C and the No Claim Rebate Provisions are cancelled.

16 Third party only Limitation (if stated in the Schedule to be applicable)

Sub-Sections A and C and the No Claim Rebate Provisions are cancelled.

17 Unauthorised passenger liability Extension to Sub-Section B (Liability to third parties) (if stated in the Schedule to be included)

The indemnity under Sub-Section B, notwithstanding Exception 3 (Liability to passengers) thereto, extends to cover the Insured's legal liability for death of or 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.

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18 Vehicle canopies Extension to Sub-Section A (Damage)

The insurance under Sub-Section A includes Damage to any canopy insured as an accessory to any insured commercial Vehicle with a gross vehicle mass not exceeding 3 500kg, whilst temporarily removed and stored inside a building on any premises provided that in respect of Damage as a result of theft or any attempt thereat, the Company shall only be liable where such theft or attempt thereat is accompanied by forcible and violent entry into or exit from the building where the canopy is stored.

19 Vehicle glass Extension to Sub-Section A (Damage) (applicable only to Vehicles insured for comprehensive cover)

The Provisions of this Section relating to Excess and No Claim Rebate shall not apply to any payment for Damage to window and sunroof glass (if specified in the Schedule as an accessory) and headlamp, foglight and taillight units forming part of any Vehicle

provided that

19.1 no other Damage has been caused to the Vehicle giving rise to a claim under the Policy

19.2 the Insured shall be responsible for the Excess applicable to this Extension stated in the Schedule of each and every loss.

20 Waiver of subrogation rights Clause

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, fulfil and be subject to the terms, Exceptions and Conditions (both General and Specific) of this insurance in so far as they can apply.

21 War Clause to Sub-Sections B (Liability to third parties) and C (Emergency Expenses Shortfall)

In respect of Sub-Sections B and C only, General Exception 9 (War, riot and terrorism) 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.

22 Wreckage removal Extension to Sub-Section A (Damage) (if stated in the Schedule to be included)

The cover provided under Sub-Section A of this Section is extended to include costs and expenses incurred by 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, in respect of any one Occurrence, the limit stated in the Schedule to apply to this Extension

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MOTOR TRADERS

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this Section unless specifically otherwise indicated:

1 Damage

shall mean physical damage including physical loss

2 Damages

shall include costs and expenses:

2.1 recoverable at law by a claimant from the Insured

2.2 incurred with the consent of the Company.

3 Description of Use

shall mean

3.1 use for Business purposes of the Insured by the Insured or a director or Employee of the Insured excluding transit delivery or convoying for or on behalf of the Insured by casual drivers or persons not wholly and regularly engaged in the employ of the Insured;

3.2 use for purposes of tuition provided that the person being taught to drive is complying with the law in force relating to learners and is accompanied by a fully licensed driver who shall be either the Insured or a director or Employee of the Insured;

3.3 use for purposes of demonstration including driving of The Vehicle by the person to whom The Vehicle is being demonstrated provided that such person is a fully licensed driver or a learner driver complying with the laws relating to learners and is accompanied by a fully licensed driver who shall be either the Insured or a director or Employee of the Insured;

3.4 use for social domestic and pleasure purposes (whether such use is incidental to the Business of the Insured or not) by any person other than the Insured or a director or Employee of the Insured or a member of the same household as the Insured or a director or Employee of the Insured.

4 Employee

shall mean any person employed by the Insured and acting in the course of the Business.

5 Injury

shall mean bodily injury including death and illness

6 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.

7 Premises

shall mean the premises of the Insured shown in the Schedule and shall include

7.1 open air car parks

7.2 sidewalks immediately adjacent to the premises including street parking abutting such sidewalks

8 Private Type Motor Vehicles

shall mean private type motor cars (including motorised motor homes, station wagons, safari vans, estate cars and the like or similar Vehicles designed to seat not more than 12 persons including the driver)

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9 Property

shall mean tangible property

10 Reasonable Value

shall mean

10.1 for Stock Vehicles that appear in the stock register and any Vehicle being used for the purposes of demonstration:

the purchase price paid or trade in value allowed by the Insured plus an allowance for any repairs or improvements made

10.2 for all other Vehicles:

the value as determined by reference to the retail value from the Auto Dealer's guide published by Trans Union Auto Information Solutions (Pty) Limited, or any similar publication approved by the Company. The Vehicle's age, condition and odometer reading could affect the Retail value.

11 Territorial Limits

shall mean the Republics of South Africa, Angola (except for Cabinda) and Botswana, the Kingdom of Eswatini, the Republic of Kenya, the Kingdom of Lesotho, the Republics of Malawi, Mozambique and Namibia, the United Republic of Tanzania and the Republics of Zambia and Zimbabwe

12 The Vehicle

shall mean

12.1 any motor vehicle or trailer owned by or hired or leased to the Insured (excluding any vehicle the property of the Insured and hired or sold by the Insured under a hire-purchase or similar agreement unless such vehicle is in the custody or control of the Insured at the time of the Occurrence of the event out of which any claim arises)

12.2 any motor vehicle or trailer in the custody or control of the Insured other than a motor vehicle or trailer described in 12.1 - hereinafter referred to as Customer's Vehicles

12.3 any vehicle (mechanically propelled or otherwise) attached to a vehicle covered under 12.1 for the purpose of being towed or salvaged.

Sub-Section A - Damage to The Vehicle (other than Customers' Vehicles on the Premises)

Defined Events

Damage to The Vehicle or any part of it whilst therein or thereon.

In addition if The Vehicle is disabled by reason of any Damage insured hereby the Company will pay the reasonable cost of protection and removal to the nearest repairers and the Insured may give instructions for repairs to be executed without the prior consent of the Company to the extent of but not exceeding R10 000 provided that a detailed estimate is first obtained and immediately forwarded to the Company.

The Company will also pay the reasonable cost of delivery to the Insured after repair of such Damage not exceeding the reasonable cost of transport to the permanent address of the Insured within the Territorial Limits

provided that

1 the Limit of Indemnity for The Vehicle is as stated in the Schedule and shall be the maximum amount payable by the Company in respect of such Damage but shall not exceed the Reasonable Value of The Vehicle at the time of such Damage;

2 the Company may at its own option repair reinstate or replace The Vehicle or any part thereof and/or its accessories and spare parts whilst thereon or therein or may pay in cash the amount of the Damage not exceeding the Reasonable Value of The Vehicle at the time of such Damage;

3 notwithstanding anything in Provisos 1 and 2 to the contrary and only in respect of Private Type Motor Vehicles other than Stock Vehicles, if such vehicle within a period of 12 months of the date of first registration as new, is stolen or hijacked and not recovered and physically returned to the Company or Damaged to the extent that it is in the opinion of the Company beyond economical repair, the basis of indemnity will be the current purchase price of a new vehicle of the same or a similar model or the Limit of Indemnity shown in the Schedule whichever is the lesser, less the Excess provided that

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3.1 The vehicle has travelled less than an average of 3 500 kilometres per month. The onus of proving the kilometres travelled by the vehicle shall rest upon the Insured

3.2 if the Insured is able to procure a replacement vehicle for less than the current purchase price, the benefit of such saving will be passed onto the Company

3.3 if the Insured is unable or unwilling to replace The Vehicle the basis of indemnity will revert to that provided by Proviso 2

3.4 if The Vehicle is replaced as described above, the Company shall become entitled to possession and ownership of the Damaged vehicle.

4 in respect of each and every Occurrence giving rise to a claim (except a claim resulting from fire, lightning or explosion) under Sub-Section A the Insured shall be responsible for the Excess stated in the Schedule.

Specific Exceptions to Sub-Section A (Damage to The Vehicle (other than Customers' Vehicles on the Premises))

The Company will not be liable under this Sub-Section for:

1 Consequential loss

consequential loss;

2 Customers' Vehicles

Damage to Customers' Vehicles whilst in or on the Premises;

3 Defective workmanship

defective workmanship or its consequences to vehicles whilst in or on the Premises;

4 Depreciation

depreciation in value whether arising from repairs following a Defined Event or otherwise, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages or any resultant Damage;

5 Fire, theft or natural causes

Damage to The Vehicles defined in definition 12.1 and 12.3 whilst in or on the Premises if the Damage is caused by or arises directly or indirectly from fire, explosion, lightning, theft or any attempt thereat, weather conditions, earthquake or earth tremor or volcanic eruption;

6 Springs

Damage to springs due to inequalities of the road or other surface or to impact with such inequalities;

7 Tyres

Damage to tyres unless some other part of The Vehicle is Damaged at the same time;

Sub-Section B - Liability to third parties caused by The Vehicle

Defined Events

An accident caused by or in connection with The Vehicle including the loading or unloading of such vehicle.

The Company will indemnify the Insured against all sums which the Insured becomes legally liable to pay as Damages in respect of

1 Injury to any person other than an Employee,

2 damage to property

resulting from the accident.

Limit of Indemnity

Unless otherwise stated the total liability of the Company under this Sub-Section is limited to the Limit of Indemnity shown in the Schedule. If more than one person is entitled to indemnity any limitation applies to the total amount of indemnity and the Insured will receive priority.

In terms of and subject to the limitations of and for the purposes of this Sub-Section, the Company

1 may arrange for

1.1 representation at any inquiry into death;

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1.2 the defence of criminal proceedings for any act causing or relating to an event which may be indemnifiable under this Section.

2 will indemnify any person who is driving or using The Vehicle with the Insured's permission provided that person

2.1 is not entitled to indemnity under any other policy except in respect of any amount not recoverable thereunder;

2.2 as though he were the Insured is subject to the terms, Exceptions and Conditions of the policy as far as they can apply;

2.3 has not been refused any motor vehicle insurance.

Specific Exceptions to Sub-Section B (Liability to third parties caused by The Vehicle)

The Company will not be liable under this Sub-Section for

1 Compulsory motor vehicle insurance enactment

so much of any compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment.

This Exception shall apply notwithstanding that no insurance under such enactment is in force or has been effected and regardless of whether or not the applicable legislative fund is incapable of providing or unable to provide compensation;

2 Liability to passengers (motorcycles and trailers)

Injury to any person being carried in or upon or entering or getting onto or alighting from any motor cycle, motor scooter, side car or trailer;

3 Loading and unloading

Damage to Property belonging to, held in trust by or in the custody or control of the Insured or being conveyed by loaded onto or unloaded from The Vehicle;

4 Member of the same household

Injury to any person who is a member of the same household as the Insured;

5 Tool of trade

Injury or Damage caused by or arising out of the operation, demonstration or use for purposes other than maintenance or repair of The Vehicle (unless it is a fork lift truck) of any tool or plant forming part of or attached to or used in connection with The Vehicle or anything manufactured by or contained in any such tool or plant.

Sub-Section C - Liability for damage to Customers' Vehicles on the Premises

Defined Events

Accidental damage to Customers' Vehicles or any part thereof occurring in on or about the Premises.

The Company will indemnify the Insured against all sums which the Insured becomes legally liable to pay as Damages as a result of Damage to the Customer's Vehicle.

At the request of the Insured the Company will indemnify any other party against liability for which the Insured would have been liable and entitled to indemnity under this Sub-Section had the claim been made against the Insured. Other than in the case of an Employee, the Company will not pay for Injury or Damage caused by the act or omission of the other party.

If more than one person is entitled to indemnity the indemnity limit applies to the total amount of indemnity and the Insured will receive priority

Limit of Indemnity

The maximum amount payable by the Company in respect of any one vehicle shall not exceed the Limit of Indemnity stated in the Schedule.

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Specific Exceptions to Sub-Section C (Liability for Damage to Customers' Vehicles on the Premises)

The Company will not pay under this Sub-Section for Damage to any Vehicle caused by or arising directly or indirectly from

1 Fire, theft or natural causes

fire, explosion, lightning, theft, weather conditions, earthquake or earth tremor;

2 Defective workmanship

defective workmanship or any consequence thereof.

Sub-Section D - Emergency Expenses Shortfall

Defined Events

If an occupant in the specified part of a Vehicle described below, in direct connection with such Vehicle, sustains bodily Injury by violent, accidental, external and visible means, the Company will pay to the Insured the emergency costs and expenses (including any costs incurred to free such injured occupant from such Vehicle or to bring such injured occupant to a place of safety) incurred as a result of such Injury up to R7 500 per injured occupant but not exceeding R30 000 in total for all occupants injured as a result of an Occurrence or series of Occurrences arising out of one event.

Provided that the amount payable under this Sub-Section shall be reduced by any amount as may

1 fall within the scope of any

1.1 Act in terms of which any Employee may claim compensation for work related injuries

1.2 any compulsory motor vehicle insurance enactment

This Proviso shall apply regardless of whether or not the applicable legislative fund is incapable of providing or unable to provide compensation

2 be payable by a registered Medical scheme including any amounts payable from a member's Medical scheme Savings account.

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

Specific Conditions

1 Premium computation

The Premium has been calculated on estimates of wages, salaries, commissions and other considerations payable by the Insured to all Employees and which the Insured has supplied to the Company. Where the Insured is an individual or a partnership, the amount indicated in the Schedule must be added to the declaration for each principal in lieu of salary.

2 Traffic offences (Applicable to driving of Vehicles other than those in on or about the Premises)

The Insured shall notify the Company in writing immediately he knows of

2.1 the endorsement, suspension or cancellation of his or his authorised driver's driving licence;

2.2 any driver of The Vehicle being charged or convicted of reckless, negligent or inconsiderate driving.

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Specific Exceptions applicable to Sub-Sections A (Damage to The Vehicle (other than Customers' Vehicles on the Premises)), B (Liability to third parties caused by The Vehicle) and D (Emergency Expenses Shortfall) only

The Company will not pay under these Sub-Sections for any accident, Injury, Damage or liability caused whilst any Vehicle is being driven or used:

1 Description of Use

other than in accordance with the Description of Use;

2 Explosives

for carrying explosives;

3 Hotel, private hotel or boarding house

for carrying fare-paying passengers or guests of an hotel, private hotel or boarding house if the Insured is the keeper of such hotel, private hotel or boarding house;

4 Intoxicating liquor, drugs, not licenced or breach of the Road Traffic Act

4.1 by the Insured a member or director of the Insured

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); or

4.1.2 while not licensed to drive such Vehicle; or

4.1.3 who materially breaches any of the provisions or requirements of the National Road Traffic Act, 93 of 1996 (as amended) or any of its regulations including inter alia the National Road Traffic Regulations (as amended) or similar legislation applicable in the country where The Vehicle is being driven or used.

4.2 by any other person with the general consent of the Insured who, to the Insured's knowledge

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); or

4.2.2 who is not licensed 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 licensed drivers are permitted to drive insured Vehicles; or

4.2.3 materially breaches any of the provisions or requirements of the National Road Traffic Act, 93 of 1996 (as amended) or any of its regulations including inter alia the National Road Traffic Regulations (as amended) or similar legislation applicable in the country where The Vehicle is being driven or used.

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 in the Territorial Limits, or if non-compliance with any licensing law is solely because of failure to renew any licence subject to periodic renewal, or if a licence is not required by law, or while such driver is learning to drive and is complying with the laws relating to learner drivers. The term licensed shall include the requirement of having a Professional Driving Permit in addition to a driver's license for those Vehicle types requiring such permits by law

5 Overloading

for carrying any load in excess of that for which The Vehicle is constructed

6 Racing

for racing, pacemaking, rallies, any speed contest or trial or driving in a match for a wager;

7 Unauthorised use

for any unauthorised purpose by any Employee of the Insured or by any other person with whom such Employee is or was acting in collusion.

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8 Vehicles hired out

for hiring out or as a taxi or for plying for public or private hire;

Specific Exceptions applicable to all Sub-Sections

1 Contractual liability

The Company will not pay for accident, Injury, Damage or liability arising out of contractual liability unless such liability would have attached notwithstanding such contractual liability

2 Private individual, partnership, proprietary company or closed corporation

If the Insured is a private individual, a partnership, a proprietary company or closed corporation, the Company will not pay for accident, Injury, Damage or liability caused to or by any Vehicle owned, hired or leased by the Insured or member of the Insured or any director of the Insured in their private capacity.

3 Territorial Limits

The Company will not pay for accident, Injury, Damage or liability which happens outside the Territorial Limits

Clauses, Extensions and limitations

1 Contingent liability Extension to sub Section B (Liability to third parties caused by The Vehicle) (if stated in the Schedule to be included)

The indemnity under Sub-Section B (Liability to third parties caused by The Vehicle) shall include claims made against

1.1 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 nor provided by the Insured whilst being used by any partner in or of or any director or Employee of the Insured (hereafter in this Extension referred to as Such Person);

1.2 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 nor to the Insured nor leased nor 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

1.1 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 1.1 and 1.2 above;

1.2 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;

1.3 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

1.4 the terms, Exceptions and Conditions of the policy shall otherwise apply.

2 Cross liabilities Extension to sub Section B (Liability to third parties caused by The Vehicle)

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.

3 Deletion of passenger cover (if stated in the Schedule to be applicable)

The Company shall not be liable under Sub-Section B (Liability to third parties caused by The Vehicle) for Injury to any person being carried in or upon or getting on to or entering or alighting from The Vehicle.

4 Exclusion of demonstration risks (if stated in the Schedule to be applicable)

Description of Use Clause 3.3 is deleted.

5 External risks cover only (if stated in the Schedule to be applicable)

5.1 Sub-Section C (Liability for Damage to Customers' Vehicles on the Premises) is cancelled.

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5.2 The Company will not pay under Sub-Sections A (Damage to The Vehicle (other than Customers' Vehicles on the Premises)) and B (Liability to third parties caused by The Vehicle) for Damage or accidents which happen in on or about the Premises.

6 Internal risks cover only (if stated in the Schedule to be applicable)

6.1 Sub-Section A (Damage to The Vehicle (other than Customers' Vehicles on the Premises)) is cancelled.

6.2 The Company will only pay under Sub-Section B (Liability to third parties caused by The Vehicle) for accidents which occur in on or about the Premises.

7 No claim rebate provisions

If a claim does not arise under this Section during a Period of Insurance of not less than 12 months immediately preceding Renewal Date the renewal Premium will be reduced by 10%. Reductions will not be cumulative. Should the Company consent to a transfer of interest in this policy the Period of Insurance will commence at the date of consent.

8 Principals Extension to sub Section B (Liability to third parties caused by The Vehicle)

Notwithstanding Exception 1 (Contractual liability) of the Specific Exceptions applicable to all Sub-Sections the indemnity under Sub-Section B extends to indemnify (to the extent required by the conditions of any contract of the Building Industries Federation of South Africa and in connection with any liability arising from the performance of such contract) any principal named in such contract entered into by 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.

9 Riot and strike (excluding Damage occurring in the Republics of South Africa and Namibia) Extension to Sub-Section A (Damage to The Vehicle) (if stated in the Schedule to be included)

Subject otherwise to the terms, Conditions, Exclusions, Exceptions and warranties contained therein, this Section is extended to cover Damage directly occasioned by or through or in consequence of:

9.1 civil commotion, labour disturbances, riot, strike or lockout;

9.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any Occurrence referred to in 9.1 above;

provided that this Extension does not cover:

9.1 Damage occurring in the Republics of South Africa or Namibia;

9.2 consequential or indirect Damage of any kind or description whatsoever;

9.3 Damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;

9.4 Damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

9.5 Damage related to or caused by any Occurrence referred to in General Exception 9.1.2, 9.1.3, 9.1.4, 9.1.5, 9.1.6 or 9.1.7 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 alleges that by reason of Provisos 9.1,9.2 ,9.3 , 9.4 or 9.5 Damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

10 Social, domestic and pleasure use Extension (if stated in the Schedule to be included)

Notwithstanding paragraph 3.4 of the definition of Description of Use, The Vehicles insured by this policy may also be used for social, domestic and pleasure purposes by the persons listed in the Schedule.

11 Third party fire and theft cover - applicable to Sub-Section A (Damage to The Vehicle (other than Customers' Vehicles on the Premises)) (if stated in the Schedule to be applicable)

Clause 7 (No claim rebate provisions) is cancelled and the Company will, subject to Exception 5 (Fire, theft or natural causes) of the Specific Exceptions to Sub-Section A (Damage to The Vehicle (other than Customers' Vehicles on the Premises)), only be liable under Sub-Section A if the Damage to The Vehicle results from fire, self-ignition, lightning or explosion or by theft or any attempt thereat.

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12 Third party only cover (if stated in the Schedule to be applicable)

Sub-Sections A (Damage to The Vehicle (other than Customers' Vehicles on the Premises)) and C (Liability for Damage to Customers' Vehicles on the Premises) and clause 7 (No claim rebate provisions) are cancelled.

13 Unauthorised use by Employees Extension (if stated in the Schedule to be included)

Exception 7 (Unauthorised use) of the Specific Exceptions applicable to Sub-Sections A (Damage to The Vehicle (other than Customers' Vehicles on the Premises)) and B (Liability to third parties caused by The Vehicle) only is deleted.

14 Vehicle glass Extension to Sub-Sections A (Damage to The Vehicle (other than Customers' Vehicles on the Premises)) and C (Liability for Damage to Customers' Vehicles on the Premises) (if stated in the Schedule to be included)

The provisions of this Sub-Section relating to Excess and no claim rebate shall not apply to any payment for Damage to window and sunroof glass and headlamp, foglight and taillight units forming part of The Vehicle

provided that

14.1 no other Damage has been caused to The Vehicle giving rise to a claim under the policy

14.2 the Insured shall be responsible for the Excess (applicable to this Extension) stated in the Schedule of each and every loss.

15 Waiver of subrogation rights

For the purposes of this Section if the Insured so requests the Company will waive all rights of subrogation or action which they may have or acquire against any other person to whom the indemnity hereunder applies and each such person shall observe, fulfil and be subject to the terms, Exceptions and Conditions (both General and Specific) of this insurance in so far as they can apply.

16 War clause to Sub-Sections B (Liability to third parties caused by The Vehicle) and D (Emergency Expenses Shortfall)

In respect of Sub-Sections B and D only General Exception 9 is deleted and replaced by the following:

This Sub-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.

17 Work away from Premises Extension to Sub-Section C (Liability for Damage to Customers' Vehicles on the Premises) (if stated in the Schedule to be included)

The definition of Premises is extended to include any premises not under the control of the Insured at which the Insured is working upon a customer's Vehicle.

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OFFICE CONTENTS

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this Section unless specifically otherwise indicated:

1 Electronic Data Processing Equipment

shall mean computers and all related hardware, peripherals and computer software and the information or data stored therein or thereon.

2 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 un-cancelled coupons, securities, bearer bonds, cheques, drafts and any written order to pay a sum certain in money and any written evidence of indebtedness or obligation and all property carried or held as samples or for sale or for delivery after sale and computer software and computer data carrying media unless otherwise stated in the Schedule.

3 Unoccupied

a building shall be deemed to be Unoccupied if more than 80% of its total floor area is not occupied. The presence of security personnel in the building or on the premises does not in itself constitute occupancy of the building.

Defined Events

1 Loss of or damage to the contents (other than Documents as defined in Sub-Section C if insured thereunder and Electronic Data Processing Equipment) including landlord's fixtures and fittings the property of the Insured or for which they are responsible and, unless otherwise stated in the Schedule, to the extent that the same is not otherwise insured, property owned by any partner or director or employee of the Insured up to an amount of R10 000 per person while contained in the offices and/or consulting rooms situated as stated in the Schedule (hereinafter called the Office Premises) by any of the Perils specified in Sub-Section A.

2 Loss of or damage to the whole or part of the property insured under item C and defined in Sub-Section C and the consequences thereof insured under item D and as described in Sub-Section D.

3 Loss and/or expenditure described in Sub-Sections B and E.

Sub-Section A Contents

Perils

1 Fire

fire, including subterranean fire,

2 Accidental breakage of mirror glass

accidental breakage of mirror glass, plate glass tops to furniture or fixed glass forming part of any article of furniture.

Specific Condition Average shall not apply to this Peril

3 Aircraft

aircraft and other aerial devices or articles dropped therefrom including damage caused by sonic shockwaves.

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4 Earthquake

earthquake, seaquake or volcanic eruption (including tidal wave and/or tsunami originating from earthquake, seaquake or volcanic eruption) but excluding damage to property in the underground workings of any mine.

5 Explosion

explosion

6 Impact

impact by rocks and boulders (other than meteorites, asteroids or similar bodies entering the earth's atmosphere), animals, trees, aerials, satellite dishes or vehicles including railway locomotives and rolling stock excluding damage to such animals, trees, aerials, satellite dishes or vehicles, railway locomotives or rolling stock or property in or on such vehicles , railway locomotives or rolling stock

7 Lightning

lightning or thunderbolt including damage caused by power surges arising directly from such lightning strikes

8 Storm and water

storm, wind, water, hail or snow excluding loss of or damage to property arising from its undergoing any process necessarily involving the use or application of water.

Limitations clause

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.

Specific Condition to Sub-Section A (Contents)

Average

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

Specific Exceptions applicable to Sub-Section A (Contents)

This Sub-Section does not cover

1 Designs etc.

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 accessories therefor, money, securities, stamps, jewellery or precious stones

2 Lightning strikes

the first 10% of the indemnifiable amount or R500 whichever is the greater if the loss or damage is due to lightning strikes.

3 Territorial limits

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

Sub-Section B Rent

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% of the Sum Insured 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.

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Sub-Section C Documents

Loss of or damage to Documents normally kept at the Office Premises by any Peril not specifically excluded.

Limitations clause

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 Exceptions applicable to Sub-Section C (Documents)

This Sub-Section does not cover

1 Dishonesty

loss or damage caused by 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 has 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 Electric or electronic or magnetic injury

loss or damage caused by electric or electronic or magnetic injury, disturbance or erasure of electronic or magnetic recordings except by lightning in which case the lightning loss or indemnifiable amount will be reduced by the greater of 10% of such amount and R500

3 Gradual deterioration

gradual deterioration or wear and tear

4 Reshooting of films

costs involved in reshooting films and videos and rerecording audio tapes.

5 Vermin etc.

loss or damage caused by vermin or inherent defect or by processing, copying or other work upon the documents

Sub-Section D Legal liability documents

Legal liability as a direct consequence of loss of or damage to Documents as defined in Sub-Section C and in respect of which payment, reinstatement or repair has been made or liability admitted by 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.

Specific Exceptions applicable to Sub-Section D (Legal liability documents)

1 Liability assumed by agreement

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.

2 War and terrorism exclusion

in respect of this Sub-Section only, General Exception 9 (War, riot and terrorism) 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.

Sub-Section E Increase in cost of working

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 therefor admitted by the Company under Sub-Sections A or C.

The indemnity under this Sub-Section shall not exceed 25% of the Sum Insured of all contents of the Office Premises affected.

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Clauses, Extensions and limitations

1 Alterations and misdescription clause

The insurance under this Section shall not be prejudiced by any alteration or misdescription of occupancy whether due to the transfer of processes or machinery or by virtue of structural alterations, repairs to buildings, machinery or plant, provided that notice is given to the Company as soon as practicable after such event and the Insured agrees to pay additional premium if required.

2 Capital additions clause to Sub-Section A (Contents)

The insurance under Sub-Section A 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% of the Sum Insured thereon, it being understood that the Insured undertakes to advise the Company each quarter (or if the period of insurance is more often than quarterly, each month) of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

3 Damage by wild baboons or wild monkeys or wild animals Extension to Sub-Section A (Contents)

The insurance under Sub-Section A is extended to include loss of or damage to insured property caused by wild baboons or wild monkeys or wild animals

Provided that:

3.1 wild baboons or wild monkeys or wild animals shall mean those that live freely in the natural surroundings and are not kept as pets or farm animals and does not include rodents, moths and vermin

3.2 the Company's liability for any claim or number of claims for any one event or series of events with one originating cause or source, shall not exceed R10 000

3.3 the Insured shall be responsible for the first R1 000 in respect of each and every claim in terms of this Extension.

4 Financier clause to Sub-Section A (Contents)

The interest of any financier in the insurance under this Section shall not be prejudiced by any act or omission on the part of the Insured whereby the risk of loss or damage is materially increased without the financier's knowledge. The financier 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.

5 Fire extinguishing charges clause

Any costs relating to the extinguishing or fighting of fire shall be deemed to be damage to the insured property and shall be payable in addition to any other payment for which the Company may be liable in terms of this Section, provided the Insured is legally liable for such costs and the insured property was in danger from the fire.

6 Locks and keys Extension to Sub-Section A (Contents)

The insurance under Sub-Section A is extended to include the cost of replacing locks, keys, tags and remote access devices to any insured Office Premises following upon the disappearance of any such keys, tags or devices to such Office Premises or following upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such keys, tags or devices.

Provided that

6.1 the Company's liability for any claim or number of claims for any one event or series of events with one originating cause or source, shall not exceed R15 000.

6.2 Specific Condition Average shall not apply to this Extension.

7 Malicious damage Extension to Sub-Sections A (Contents), B (Rent) and C (Documents)

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

7.1 movable property which is

7.1.1 stolen

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7.1.2 damaged in an attempt to remove it or part of it from any building or premises owned or occupied by the Insured

7.2 movable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any building or premises owned or occupied by the Insured

7.3 immovable property owned or occupied by the Insured occasioned by or through or in consequence of

7.3.1 the removal or partial removal or any attempt thereat of

7.3.2 the demolition or partial demolition or any attempt thereat of

the said immovable property or any part thereof with the intention of stealing any part thereof

Provided that this Peril does not cover

7.1 damage related to or caused by fire or explosion

7.2 consequential or indirect damage of any kind or description whatsoever other than loss of rent if specifically insured

7.3 damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation

7.4 damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority

7.5 damage related to or caused by any occurrence referred to in General Exception 9.1.1, 9.1.2, 9.1.3, 9.1.4, 9.1.5, 9.1.6 or 9.1.7 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 alleges that, by reason of proviso 7.2, 7.3, 7.4 or 7.5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

If any building insured or containing the insured property becomes Unoccupied for 45 consecutive days, the insurance in respect of this Peril 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 Peril.

During the period of the initial unoccupancy of 45 consecutive days, the Insured shall become a co-insurer with the Company and shall bear a rateable proportion of any damage equal to the 20% of the claim with a maximum of R5 000 000 before deduction of any excess.

8 New and additional premises clause

If the Insured occupies offices or consulting rooms other than those situated as stated in the Schedule in the Republics of South Africa and Botswana, the Kingdoms of Eswatini and Lesotho and the Republics of Malawi, Namibia and Zimbabwe, 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

8.1 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

8.2 this clause shall not apply to any loss if and so far as the same is otherwise insured.

9 Removal of debris clause to Sub-Section A (Contents)

The insurance under Sub-Section A is extended to include such reasonable costs and expenses as may be necessarily incurred by the Insured in respect of the removal of debris of property insured 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

9.1 incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site

9.2 arising from pollution or contamination of property not insured by this Section.

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10 Replacement value Condition to Sub-Section A (Contents)

The basis upon which the amount payable for a claim in respect of contents is calculated shall be either the replacement of the contents by similar property in a condition equal to but not better or more extensive than its condition when new

or

the repair of the contents to a condition substantially the same as but not better than its condition when new

provided that if, at the time of replacement or repair, the sum representing the cost which would have been incurred in replacement if the whole of the contents had been lost, destroyed or damaged beyond repair exceeds the Sum Insured thereon at the time of the loss or damage, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

11 Riot and Strike (excluding loss or damage occurring in the Republics of South Africa and Namibia) Extension Sub-Sections A (Contents), B (Rent) and C (Documents) (if stated in the Schedule to be included)

Subject otherwise to the terms, Conditions, Exclusions, Exceptions and Warranties contained therein, Sub-Sections A, B and C of this Section are extended to cover loss or damage directly occasioned by or through or in consequence of:

11.1 civil commotion, labour disturbances, riot, strike or lockout;

11.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 11.1 above;

provided that this Peril does not cover:

11.1 loss or damage occurring in the Republics of South Africa and Namibia;

11.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;

11.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;

11.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

11.5 loss or damage related to or caused by any occurrence referred to in General Exception 9.1.2, 9.1.3, 9.1.4, 9.1.5 9.1.6 or 9.1.7 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 alleges that, by reason of proviso 11.1, 11.2, 11.3, 11.4, or 11.5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

12 Temporary removal clause

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

13 Temporary repairs and measures after loss clause

The insurance under this Section is extended to include 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 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.

14 Tenants clause

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 their knowledge and will be responsible for any additional premium payable from the date any increased hazard shall be assumed by the Company.

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15 Theft by forcible entry Extension to Sub-Section A (Contents) (if stated in the Schedule to be included)

The following Peril is added to the Perils applicable to Sub-Section A (Contents):

9 Theft by forcible entry

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

9.1 the Company will not be liable under this Peril for theft or attempted theft by any principal, partner, director or employee of the Insured;

9.2 the amount payable will be reduced by the excess shown in the Schedule for this Peril;

9.3 the maximum amount payable will not exceed the Sum Insured shown in the Schedule for this Peril less its excess.

9.4 if the Sum Insured for this Peril is less than the Sum Insured for the fire Peril, Specific Condition Average shall not apply to this Peril

16 Theft Extension to Sub-Section A (Contents) (if stated in the Schedule to be included)

The following Peril is added to the Perils applicable to Sub-Section A (Contents):

9 Theft

theft or any attempt thereat other than by any principal, partner, director or employee of the Insured provided that

9.1 the amount payable will be reduced by the excess shown in the Schedule for this Peril

9.2 the maximum amount payable will not exceed the Sum Insured shown in the Schedule for this Peril less its excess

9.3 if the Sum Insured for this Peril is less than the Sum Insured for the fire Peril, Specific Condition Average shall not apply to this Peril

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PERSONAL ALL RISKS

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this Section unless specifically otherwise indicated:

1 Non-Specified Property

1.1 clothing

1.2 personal effects worn or designed to be carried on or by the person

1.3 personal equipment belonging to the Insured and normally worn or used by the person participating in sport

1.4 purchases of clothing, groceries and foodstuff, domestic goods, picnic baskets (and contents) and travelling rugs whilst the property mentioned is in transit away from the Insured's residence and loss is caused by theft

Provided that:

no single article shall exceed 25% of the sum insured.

2 Specified Property

2.1 any property more specifically described in the Schedule

2.2 money and/or negotiable instruments up to an amount of R1 000.

Defined Events

Loss of or damage to the whole or part of the property described in the Schedule belonging to the Insured, his/her spouse and/or members of his/her family who are financially dependent upon the Insured and normally residing with the Insured caused by any accident or misfortune not otherwise excluded while anywhere in the world.

Specific Conditions

1 Excess

1.1 clothing and personal effects

1.1.1 other than theft out of any vehicle _____ R250

1.1.2 theft out of any vehicle accompanied by visible, forcible and violent entry to or exit from such vehicle _____ R250

1.2 any specified item(s) stated in the Schedule (excluding pedal cycles/non-motorised scooters, contact lenses, cellular phones, motor radios, tape players and similar equipment or motor car telephones and contents of caravans and luggage trailers) _____ NIL

1.3 pedal cycles / non-motorised scooters - specified or not _____ R250

1.4 cellular telephones _____ R500

1.5 contact lenses _____ R250

1.6 motor radios, tape players and equipment of a similar nature and motor telephones _____ 10% of claim minimum R350

1.7 contents of caravans and luggage trailers _____ R250

or the Excess stated in the Schedule, whichever is the greater.

2 Replacement value

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

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new, subject to all the other terms and Conditions of this Section except in so far as they may be varied hereby.

Specific Exceptions

The Company shall not be liable for:

1 Cleaning

loss or damage arising from any process of cleaning, dying, repairing or restoring

2 Commercial or professional purposes

loss or damage to photographic and optical equipment whilst the equipment is being used for commercial or professional purposes or expeditions of discovery or research or underwater photography

3 Consequential loss

consequential loss or consequential damage of any nature

4 Cracking

cracking, scratching or breakage of glassware or other articles of a brittle nature (other than jewellery and cameras and cracking, scratching or breakage of spectacles) unless caused by fire or theft

5 Excluded property

5.1 loss or damage to cash, bank notes, currency notes, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts, securities or any kind of travel tickets unless described in the Schedule to be included

5.2 contact lenses, cellular telephones, tools, stamp and coin collections unless specifically insured and specified in the Schedule

5.3 loss or damage to motor vehicles, trailers, caravans, hang gliders, air and watercraft other than surfboards and paddle skis.

6 Gradual deterioration

gradual deterioration including the action of light, atmospheric or climatic Conditions

7 Mechanical, electronic or electrical breakdown

damage to any working machine or any working part caused by mechanical, electronic or electrical breakdown, failure or breakages

8 Rust

rust or corrosion

9 Theft from unattended motor vehicle

property insured lost from an unattended motor vehicle by theft or attempted theft unless the vehicle is locked and there is violent and forcible entry to the vehicle

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 shall be deemed to satisfy the forcible and violent entry requirement

10 Vermin

deterioration occasioned by vermin, moths, insects or larvae

11 Wear and tear

loss or damage caused by wear and tear or depreciation

Clauses, Extensions and limitations

1 Car radios clause

If sound reproduction equipment (including 1 tape or compact disc) fitted in a motor vehicle is described in the Schedule to be included Specific Exception 9 (Theft from unattended motor vehicle) does not apply to that item.

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2 Collections clause

2.1 Stamps

If a stamp collection is described in the Schedule to be included:

2.1.1 the Company will only be liable if one or more completed pages of the collection are lost or damaged

2.1.2 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 any one stamp

2.2 Coins

If a coin collection is described in the Schedule to be included the Company will not be liable for:

2.2.1 current coins

2.2.2 more than R7 500 (seven thousand five hundred rand) for any one coin.

3 Contents of caravan and/or luggage trailer clause

If the contents of a caravan and/or luggage trailer are specified in the Schedule to be included the following applies to those items:

3.1 property insured means household goods belonging to the Insured or for which he/she is responsible while in the caravan or attached side tent and/or luggage trailer

3.2 the Company will not be liable for:

3.2.1 theft of property insured while the caravan or side tent is unoccupied unless there is forcible and violent entry

3.2.2 theft of property insured out of luggage trailers unless there is forcible and violent entry

3.2.3 more than R1 000 or 25% of the sum insured whichever is the greater, for any one article

3.2.4 the permanent fixtures and fittings of the caravan

3.2.5 stamp and/or coin collections, money, documents, jewellery, furs or any article more specifically insured

3.2.6 loss or damage caused by fraud or dishonesty by any person to whom the caravan and/or luggage trailer is on loan or hire.

4 Household goods in transit Extension

Cover in terms of definition 1.4 is extended to include theft of household goods belonging to the Insured and in his/her custody or control whilst in transit.

5 Pedal cycles Extension

This Section covers loss of or damage to pedal cycles and non-motorised scooters not exceeding R2 500 unless specified as a separate item in the Schedule

Provided that the Company shall not be liable for loss of or damage to accessories and spare parts by theft or burglary unless the pedal cycle or non-motorised scooter is stolen at the same time.

6 Non-forcible and violent entry into vehicle Extension (if stated in the Schedule to be included)

Specific Exception 9 (Theft from unattended motor vehicle) shall not apply to goods in the cab or boot of the vehicle where the Insured maintains that the vehicle was locked but no evidence of forcible and violent entry or exit from the vehicle exists, provided that:

6.1 the police case number is supplied to the Company;

6.2 after the deduction of the Excess specified in the Schedule, the liability of the Company is further restricted to the lesser of 50% of the claim with a maximum of R10 000 in respect of any one event.

7 Riot and strike (excluding loss or damage occurring in the Republic of South Africa and Namibia) Extension (if stated in the Schedule to be included)

Subject otherwise to the terms, Conditions, Exclusions, Exceptions and warranties contained therein, this Section is extended to cover loss or damage directly occasioned by or through or in consequence of

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7.1 civil commotion, labour disturbances, riot, strike or lockout;

7.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 7.1 above;

provided that this Extension does not cover

7.1 loss or damage occurring in the Republic of South Africa or Namibia;

7.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically Insured;

7.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;

7.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

7.5 loss or damage related to or caused by any occurrence referred to in General Exception 9.1.2, 9.1.3, 9.1.4, 9.1.5, 9.1.6 or 9.1.7 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 alleges that, by reason of provisos 7.1, 7.2, 7.3, 7.4 or 7.5, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

8 Safe deposit clause (if stated in the Schedule to be included)

If cover indicated against a specified item in the Schedule is BANK, insurance under this Section only applies when such item is contained in a safe deposit in a bank or locked in a safe deposit or strong room of the Insured when not being carried on the Insured.

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PERSONAL LIABILITY

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this Section unless specifically otherwise indicated:

1 Damage

shall mean

accidental physical loss of or physical damage to tangible property other than property belonging to or leased, let, rented, hired or lent to or held in trust by or being in the care or custody or control of the Insured or any person in the employ of the Insured or any member of the Insured's family or household

2 Injury

shall mean

accidental death of or bodily injury or illness to any person other than a person being the Insured or any member of the Insured's family or household or in the employment of the Insured if such death, bodily injury or illness arises out of and in the course of such employment

3 Territorial Limits

shall mean

anywhere in the world

Defined Events

All sums which the Insured shall in his private capacity become legally liable to pay for compensation in respect of Injury or Damage occurring at any time during the period of insurance within the Territorial Limits and which is caused by or through the fault or negligence of the Insured, his wife or any member of his family normally residing with him

Provided that the liability of the Company for all compensation payable to any one claimant or any number of claimants inclusive of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the Company in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent upon or attributable to one source or original cause, shall not exceed the amount stated in the schedule.

Specific Exceptions

The indemnity afforded under this Section shall not apply to nor include:

1 Aircraft

claims for Injury or Damage which are the direct or indirect consequence of aircraft (except model aircraft)

2 Animals

claims for Injury or Damage which are the direct or indirect consequence of animals (other than dogs or cats attached to the household)

3 Business or profession

claims for Injury or Damage which are the direct or indirect consequence of the pursuit or exercise of any business, profession, trade or occupation

4 Cycles

claims for Injury or Damage which are the direct or indirect consequence of cycles (other than pedal cycles used for social, domestic or pleasure purposes)

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5 Explosives

claims for Injury or Damage which are the direct or indirect consequence of explosives, rifles and firearms

6 Fines or penalties

liability for fines or penalties or punitive, exemplary or vindictive damages

7 Gradually operating cause

claims for compensation and legal costs and expenses in respect of Injury attributable to a gradually operating cause which did not occur from a sudden and identifiable accident or occurrence

8 Land or buildings

claims for Injury or Damage which are the direct or indirect consequence of the ownership or occupation of any land or buildings

9 Liability assumed by agreement

liability assumed by the Insured by agreement excluding any liability assumed in terms of a written contract entered into with any organisation providing security, armed response or garden services unless such liability would have attached to the Insured notwithstanding such agreement

10 Pollution

10.1 any liability directly or indirectly caused by seepage, pollution or contamination provided always that this Exception shall not apply where such seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence happening during the period of insurance

10.2 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 this Section to cover any liability which would not have been Insured under this Section in the absence of this Exception;

11 Vehicles

claims for Injury or Damage which are the direct or indirect consequence of vehicles or trailers

12 Watercraft

claims for Injury or Damage which are the direct or indirect consequence of motorboats, yachts or vessels

13 Wilful acts

claims for Injury or Damage which are the direct or indirect consequence of wilful or malicious acts or acts of physical assault, seduction, sexual abuse assault harassment or molestation including unwelcome sexual advances, requests for sexual favours and any unwelcome verbal, visual or physical contact of a sexual nature

Clauses, extensions and limitations

1 Credit cards and credit vouchers

This Section is extended to indemnify the Insured and spouse against all sums for which the Insured and spouse shall become legally liable to pay as compensation in respect of the unlawful use by any person, not related to the Insured and spouse, of credit, cash or SIM (subscriber identity module) cards and/or credit vouchers officially issued in the name of the Insured and/or spouse by any credit institution

Provided that:

1.1 the Company shall not be liable under this contingency unless the Insured and spouse, to whom the aforesaid credit, cash or SIM (Subscriber Identity Module) cards and/or credit vouchers were issued, shall have complied with the terms and conditions under which such credit, cash or SIM (subscriber identity module) cards and/or credit vouchers were issued

1.2 the liability of the Company under this contingency for all compensation payable (irrespective of the number of claimants claiming compensation) in any one (annual) period of insurance (being the period of twelve consecutive months from the inception date or anniversary date) shall not exceed the sum of R7 500.

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2 Fire extinguishing charges

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

3 Full house

This Section covers a payment of R2 500 if the Insured forming part of a rink (team of four) which, playing as amateurs, scores a full house (that is, all eight bowls to count) in a game of bowls in any competition played in terms of the rules of the South African Bowling Association, at any recognised bowling club provided that the Company receives written confirmation from the secretary of the club.

4 Hole-in-one

This Section covers a payment of R2 500 if the Insured scores a hole-in-one playing as an amateur on any recognised golf course affiliated to a provincial golf union during a game played in terms of the official rules of golf provided that the Company receives written confirmation from the secretary of the club.

5 Wrongful arrest or search

Notwithstanding anything to the contrary contained in this Section the Company will indemnify the Insured against all sums for which the Insured becomes legally liable to pay for damages resulting from the wrongful arrest or alleged wrongful arrest or search of any person (including assault in connection therewith)

Provided that the liability of the Company for all compensation and damages and all costs and expenses of litigation and all other costs and expenses shall be limited to R25 000 in respect of any one claim or series of claims arising out of one event subject to a maximum of R50 000 in any one (annual) period of insurance (being the period of twelve consecutive months from the inception date or anniversary date).

All products are underwritten by Old Mutual Insure.
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PUBLIC LIABILITY (CLAIMS MADE BASIS)

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this Section unless specifically otherwise indicated:

1 Damage

shall mean accidental loss of or physical damage to tangible property

2 Injury

shall mean accidental death of or bodily injury to or illness of any person

3 Territorial Limits

shall mean

anywhere in the world but not in connection with

3.1 any Business carried on by the Insured at or from premises outside

or

3.2 any contract for the performance of work outside

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

Defined Events

Damages which the Insured shall become legally liable to pay consequent upon Injury or Damage which occurred in the course of or in connection with the Business within the Territorial Limits and on or after the Retroactive Date shown in the Schedule, and which results in a claim or claims first being made against the Insured in writing during the Period of Insurance.

The Limit of Indemnity

The amount payable, inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants and 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.

Specific Conditions

1 Cancellation or non-renewal

In the event of cancellation or non-renewal of the Policy,

1.1 any claim resulting from a Reported Event, first made in writing against the Insured during the 36 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 36 months will be extended until the expiry of 12 months after the attainment of majority by the claimant

1.2 the Insured may report an event in terms of General Condition 4 (Claims) to the Company for up to 15 days after cancellation or non-renewal, provided

1.2.1 such event occurred during the Period of Insurance

1.2.2 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 36-month period specified in 1.1 above.

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2 Reported Event

Any claim first made in writing against the Insured as a result of a Defined Event reported in terms of General Condition 4 (Claims) (herein 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.

3 Series of claims by one or more claimants

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 4 (Claims)

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.

Specific Exceptions

The Company will not indemnify the Insured in respect of

1 Aircraft

liability consequent upon Injury or Damage caused by or through or in connection with

1.1 the refuelling of aircraft;

1.2 the ownership, possession, maintenance, operation or use of aircraft or an airline;

1.3 the ownership, hire or leasing of any airport, airstrip or helicopter pad;

2 Defective workmanship

liability consequent upon Injury or Damage 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;

3 Excess

The Insured shall be responsible for the Excess 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;

4 Events not reported

4.1 any claim arising from an event known to the Insured

4.1.1 which is not reported to the Company in terms of General Condition 4 (Claims);

4.1.2 prior to inception of this Section;

4.2 any claim (in the event of cancellation or non-renewal of this Section) not first made in writing against the Insured within the 36-month period (or extended period in respect of minors) as specified in Specific Condition 1 (Cancellation or non-renewal);

5 Fines and penalties

fines, penalties, punitive, exemplary or vindictive damages;

6 Injury to any person employed by the Insured

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;

7 Jurisdiction

7.1 damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republics of South Africa and Botswana, the Kingdoms of Eswatini and Lesotho and the Republic of Namibia;

7.2 costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the area described in 7.1 above;

8 Liability assumed by agreement

liability assumed by agreement (other than under the Insured's own standard conditions of contract) unless liability would have attached to the Insured notwithstanding such agreement;

All products are underwritten by Old Mutual Insure.
Old Mutual Insure Limited, Registration Number 1970/006619/06. A licensed FSP and Non-Life Insurer.

9 Pollution

9.1 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, unintended and unforeseen occurrence;

9.2 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;

10 Products

liability consequent upon Injury or Damage 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 and drink supplied incidentally for consumption on the premises;

11 Professional advice

liability consequent upon Injury or Damage 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 direction of the Insured;

12 Property belonging to the Insured

Damage to property belonging to the Insured;

13 Property in the custody or control of the Insured

Damage to property in the custody or control of the Insured or any employee of the Insured;

14 Property on which the Insured is working

Damage to that part of any property on which the Insured is or has been working if such Damage results directly from such work;

15 Sexual abuse assault harassment or molestation

any claims arising out of sexual abuse assault harassment or molestation including unwelcome sexual advances, requests for sexual favours and any unwelcome verbal, visual or physical contact of a sexual nature

16 Vehicles

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 mechanically propelled vehicle (other than a pedal cycle or lawnmower or any pedestrian controlled garden equipment) or trailer or of any watercraft, 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;

17 Weakening of support

Damage caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure

Clauses, Extensions and limitations

1 Additional Insured

The Company will also, as though a separate Policy had been issued to each, indemnify

1.1 in the event of the death of the Insured, any personal representative of the Insured in respect of liability incurred by the Insured

1.2 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

1.3 to the extent required by the conditions of any contract (and notwithstanding Specific Exception 8 (Liability assumed by agreement), and in connection with any liability arising from

All products are underwritten by Old Mutual Insure.
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the performance of the contract, any employer named in any contract entered into by the Insured for the purposes of the Business

1.4 in respect of the activities of any social or sports club, welfare organisation, first aid, fire or ambulance service, canteen or the like, belonging to or formed by the Insured for the benefit of their employees,

1.4.1 any officer or member thereof

1.4.2 any visiting sports team or member thereof

provided that

1.1 the aggregate liability of the Company is not increased beyond the Limits of Indemnity stated in the Schedule

1.2 any person or organisation to which this Extension applies is not entitled to indemnity under any other Policy

1.3 the indemnity under 1.1, 1.2 and 1.3 applies only in respect of liability for which the Insured would have been entitled to indemnity 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.

2 Car parks

Notwithstanding the provisions of Specific Exception 13 (Property in the custody or control of the insured) 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.

3 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 issued to each, provided that the aggregate liability of the Company shall not exceed the Limit of Indemnity stated in the Schedule.

4 Defective workmanship liability (if stated in the Schedule to be included)

Specific Exceptions 2 (Defective workmanship) and 14 (Property on which the insured is working) 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 any one (annual) Period of Insurance (being the period of twelve consecutive months from the Inception Date or Anniversary Date), 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

4.1 Aircraft

arising from any work on any aircraft or part thereof;

4.2 Cost of rectifying or recalling

for the cost of rectifying or recalling defective work;

4.3 Defective design

arising from defective design;

4.4 Handing over

arising prior to the handing over of such work;

4.5 Inefficacy

arising from inefficacy of such work or because the work did not produce the result anticipated or claimed.

All products are underwritten by Old Mutual Insure.
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5 Emergency medical expenses

The Company will indemnify the Insured 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.

6 Employees' and visitors' property

Specific Exception 13 (Property in the custody or control of the insured) shall not apply to property belonging to any partner, director or employee of the Insured or any visitor to the Insured's premises.

7 EU liability (if stated in the Schedule to be included)

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.

7.1 Specific Exception 7 (Jurisdiction) 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

7.2 In respect of these goods or products (other than raw materials), the Insured shall

7.2.1 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

7.2.2 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 so as to provide the required detail for a minimum period of 10 years after the goods or products were first put into circulation.

7.3 The information mentioned in 7.2 together with all supporting documentation, shall be made available to the Company or their nominee at any time on request.

7.4 In respect of this indemnity, the Insured shall be responsible for the Excess shown in the Schedule for this Extension.

8 Extended reporting option

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 4 (Claims) for a period to be agreed, but in no circumstances exceeding 36 months (hereinafter referred to as Extended Reporting Period)

provided that

8.1 this option may only be exercised in the event of the Company cancelling or refusing to renew this Section

8.2 this option must be exercised by the Insured in writing within 30 days of cancellation or non-renewal

8.3 once exercised, the option cannot be cancelled by either the Insured or the Company

8.4 the Insured has not obtained insurance equal in scope and cover to this Section as expiring

8.5 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

8.6 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

8.7 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

8.8 any claim made, following a Reported Event during the Extended Reporting Period, which is first made against the Insured in writing more than 36 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 36 months is extended until the expiry of 12 months after the attainment of majority by the claimant.

All products are underwritten by Old Mutual Insure.
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9 Legal defence costs (if stated in the Schedule to be included)

If the Insured so requests, 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 as herein defined during the Period of Insurance

provided that

9.1 in the case of an appeal, the Company shall not indemnify such person unless a senior counsel approved by the Company shall advise that such appeal should, in his opinion, succeed

9.2 the Company shall not indemnify such person in respect of any fine or penalty imposed by any magistrate or judge or any loss consequent thereon

9.3 such person shall, as though he were the Insured, observe, fulfil and be subject to the terms, Exceptions and Conditions of this Policy and this Section thereof in so far as they can apply.

The Statutes

The Occupational Health and Safety Act No. 85 of 1993 (as amended),

The Mines and Works Act No. 27 of 1956 (as amended),

The Electricity Act No. 41 of 1987 (as amended), and/or any other Act or Ordinance pertaining to the supply of Electricity

all as read in conjunction with the Criminal Procedure Act No. 51 of 1977 (as amended).

10 Liability by agreement

Notwithstanding the provisions of Specific Exceptions 8 (Liability assumed by agreement), 13 (Property in the custody or control of the insured) and 16 (Vehicles), this Section extends to indemnify the Insured

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

10.2 against liability arising from loss of or damage to property belonging to Transnet while in the Insured's custody or control

10.3 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.

11 Products liability (if stated in the Schedule to be included)

Notwithstanding anything to the contrary contained in Specific Exception 10 (Products), the Company will 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 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(being the period of twelve consecutive months from the Inception Date or Anniversary Date), shall not exceed in the aggregate the Limit of Indemnity for this Extension stated in the Schedule.

Additional Specific Exceptions (applicable to Products liability Extension)

This Extension does not cover liability

11.1 Aircraft

arising from goods or products intended to be installed and installed in, or intended to form part of and forming part of, an aircraft;

11.2 Cost of demolition

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;

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11.3 Cost of repair

for the cost of repair, alteration, recall or replacement of the goods or products (including containers and labels) causing Injury or Damage;

11.4 Defective design

arising from defective or faulty design, formula, plan or specification, but if the Insured is a retailer Specific Exceptions 11.4 (Defective design) and 11.5 (Inefficacy) do 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;

11.5 Inefficacy

arising from inefficacy or failure to conform to specification, unless such inefficacy or failure is due to negligence in the following of such specification;

11.6 United States of America or Canada

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 order of the Insured, 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.

12 Security firms

Notwithstanding Specific Exception 8 (Liability assumed by agreement), if in terms of a contract with a security firm engaged to protect the Insured's property in the course of the Business of the Insured stated in the Schedule or persons, 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 the security firm, but not exceeding the limit of liability stated in the Schedule.

If, at the time of an event giving rise to a claim, the security 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.

13 Tenant's liability

Specific Exceptions13 (Property in the custody or control of the insured) and 16 (Vehicles) of this Section shall not apply to premises occupied by the Insured as tenant (but not as the owner) thereof.

14 Tool of trade

Specific Exception 16(Vehicles) 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.

15 Unattached trailers

Specific Exception 16 (Vehicles) 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

15.1 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

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

16 War

In respect of this Section only, General Exception 9 (War, riot and terrorism) is deleted and replaced by the following:

All products are underwritten by Old Mutual Insure.
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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.

17 Wrongful arrest and defamation (if stated in the Schedule to be included)

The Defined Events are extended to include damages

17.1 resulting from wrongful arrest (including assault in connection with such wrongful arrest)

17.2 in respect of defamation

provided always that the amount payable in terms of 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 occurrence, shall not exceed the Limit of Indemnity stated in the Schedule for this Extension and in the aggregate during any one (annual) Period of Insurance (being the period of twelve consecutive months from the Inception Date or Anniversary Date), double this amount.

All products are underwritten by Old Mutual Insure.
Old Mutual Insure Limited, Registration Number 1970/006619/06. A licensed FSP and Non-Life Insurer.

PUBLIC LIABILITY (OCCURRENCE BASIS)

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this Section unless specifically otherwise indicated:

1 Damage

shall mean accidental loss of or physical damage to tangible property

2 Injury

shall mean accidental death of or bodily injury to or illness of any person

3 Territorial Limits

shall mean anywhere in the world but not in connection with

3.1 any Business carried on by the Insured at or from premises outside

or

3.2 any contract for the performance of work outside

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

Defined Events

Damages which the Insured shall become legally liable to pay consequent upon Injury or Damage occurring within the Territorial Limits during the Period of Insurance in the course of or in connection with the Business.

The Limit of Indemnity

The amount payable, inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants and 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.

Specific Exceptions

The Company will not indemnify the Insured in respect of

1 Aircraft

liability consequent upon Injury or Damage caused by or through or in connection with

1.1 the refuelling of aircraft;

1.2 the ownership, possession, maintenance, operation or use of aircraft or an airline;

1.3 the ownership, hire or leasing of any airport, airstrip or helicopter pad;

2 Defective workmanship

liability consequent upon Injury or Damage 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;

3 Excess

the Insured shall be responsible for the Excess 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;

4 Fines and penalties

fines, penalties, punitive, exemplary or vindictive damages;

All products are underwritten by Old Mutual Insure.
Old Mutual Insure Limited, Registration Number 1970/006619/06. A licensed FSP and Non-Life Insurer.

5 Injury to any person employed by the Insured

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;

6 Jurisdiction

6.1 damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republics of South Africa and Botswana, the Kingdoms of Eswatini and Lesotho and the Republic of Namibia;

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 assumed by agreement

liability assumed by agreement (other than under the Insured's own standard conditions of contract) unless liability would have attached to the Insured notwithstanding such agreement;

8 Pollution

8.1 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, unintended and unforeseen occurrence;

8.2 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;

9 Products

liability consequent upon Injury or Damage 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 and drink supplied incidentally for consumption on the premises;

10 Professional advice

liability consequent upon Injury or Damage 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 direction of the Insured;

11 Property belonging to the Insured

Damage to property belonging to the Insured;

12 Property in the custody or control of the Insured

Damage to property in the custody or control of the Insured or any employee of the Insured;

13 Property on which the Insured is working

Damage to that part of any property on which the Insured is or has been working if such Damage results directly from such work;

14 Sexual abuse assault harassment or molestation

any claims arising out of sexual abuse assault harassment or molestation including unwelcome sexual advances, requests for sexual favours and any unwelcome verbal, visual or physical contact of a sexual nature

15 Vehicles

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 mechanically propelled vehicle (other than a pedal cycle or lawnmower or any pedestrian controlled garden equipment) or trailer or of any watercraft, 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;

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16 Weakening of support

Damage caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure.

Clauses, Extensions and Limitations

1 Additional Insured

The Company will also, as though a separate Policy had been issued to each, indemnify

1.1 in the event of the death of the Insured, any personal representative of the Insured in respect of liability incurred by the Insured;

1.2 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;

1.3 to the extent required by the conditions of any contract (and notwithstanding Specific Exception 7 (Liability assumed by agreement)), 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;

1.4 in respect of the activities of any social or sports club, welfare organisation, first aid, fire or ambulance service, canteen or the like, belonging to or formed by the Insured for the benefit of their employees,

1.4.1 any officer or member thereof

1.4.2 any visiting sports team or member thereof;

provided that

1.1 the aggregate liability of the Company is not increased beyond the Limits of Indemnity stated in the Schedule;

1.2 any person or organisation to which this Extension applies is not entitled to indemnity under any other Policy;

1.3 the indemnity under 1.1, 1.2 and 1.3 applies only in respect of liability for which the Insured would have been entitled to indemnity 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.

2 Car parks

Notwithstanding the provisions of Specific Exception 12 (Property in the custody or control of the Insured) 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.

3 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 issued to each, provided that the aggregate liability of the Company shall not exceed the Limit of Indemnity stated in the Schedule.

4 Defective workmanship liability (if stated in the Schedule to be included)

Specific Exceptions 2 (Defective workmanship) and 13 (Property on which the Insured is working) 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 any one (annual) Period of Insurance (being the period of twelve consecutive months from the inception date or anniversary date), shall not exceed in the aggregate the Limit of Indemnity for this Extension stated in the Schedule.

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Additional Specific Exceptions (applicable to defective workmanship liability)

This Extension does not cover liability

4.1 Aircraft

arising from any work on any aircraft or part thereof;

4.2 Cost of rectifying or recalling

for the cost of rectifying or recalling defective work;

4.3 Defective design

arising from defective design;

4.4 Handing over

arising prior to the handing over of such work;

4.5 Inefficacy

arising from inefficacy of such work or because the work did not produce the result anticipated or claimed.

5 Emergency medical expenses

The Company will indemnify the Insured 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.

6 Employees' and visitors' property

Specific Exception 12 (Property in the custody or control of the Insured) shall not apply to property belonging to any partner, director or employee of the Insured or any visitor to the Insured's premises.

7 EU liability (if stated in the Schedule to be included)

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.

7.1 Specific Exception 6 (Jurisdiction) 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.

7.2 In respect of these goods or products (other than raw materials), the Insured shall

7.2.1 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

7.2.2 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 so as to provide the required detail for a minimum period of 10 years after the goods or products were first put into circulation.

7.3 The information mentioned in 7.2 together with all supporting documentation, shall be made available to the Company or their nominee at any time on request.

7.4 In respect of this indemnity, the Insured shall be responsible for the Excess shown in the Schedule for this Extension.

8 Legal defence costs (if stated in the Schedule to be included)

If the Insured so requests, 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 as herein defined during the Period of Insurance

provided that

8.1 in the case of an appeal, the Company shall not indemnify such person unless a senior counsel approved by the Company shall advise that such appeal should, in his opinion, succeed;

8.2 the Company shall not indemnify such person in respect of any fine or penalty imposed by any magistrate or judge or any loss consequent thereon;

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8.3 such person shall, as though he were the Insured, observe, fulfil and be subject to the terms, Exceptions and Conditions of this Policy and this Section thereof in so far as they can apply.

The Statutes

The Occupational Health and Safety Act No. 85 of 1993 (as amended),

The Mines and Works Act No. 27 of 1956 (as amended),

The Electricity Act No. 41 of 1987 (as amended), and/or any other Act or Ordinance pertaining to the supply of Electricity

all as read in conjunction with the Criminal Procedure Act No. 51 of 1977 (as amended).

9 Liability by agreement

Notwithstanding the provisions of Specific Exceptions 7 (Liability assumed by agreement), 12 (Property in the custody or control of the Insured) and 15 (Vehicles), this Section extends to indemnify the Insured

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

9.2 against liability arising from loss of or Damage to property belonging to Transnet while in the Insured's custody or control

9.3 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.

10 Products liability (if stated in the Schedule to be included)

Notwithstanding anything to the contrary contained in Specific Exception 9 (Products), the Company will 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 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(being the period of twelve consecutive months from the inception date or anniversary date), shall not exceed in the aggregate the Limit of Indemnity for this Extension stated in the Schedule.

Additional Specific Exceptions (applicable to products liability Extension)

This Extension does not cover liability

10.1 Aircraft

arising from goods or products intended to be installed and installed in, or intended to form part of and forming part of, an aircraft;

10.2 Cost of demolition

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;

10.3 Cost of repair

for the cost of repair, alteration, recall or replacement of the goods or products (including containers and labels) causing Injury or Damage;

10.4 Defective design

arising from defective or faulty design, formula, plan or specification, but if the Insured is a retailer Specific Exceptions 10.4 (Defective design) and 10.5 (Inefficacy) do 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;

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10.5 Inefficacy

arising from inefficacy or failure to conform to specification, unless such inefficacy or failure is due to negligence in the following of such specification;

10.6 United States of America or Canada

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 order of the Insured, 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.

11 Security firms

Notwithstanding Specific Exception 7(Liability assumed by agreement), if in terms of a contract with a security firm engaged to protect the Insured's property in the course of the Business of the Insured stated in the Schedule or persons, 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 the security firm, but not exceeding the limit of liability stated in the Schedule.

If, at the time of an event giving rise to a claim, the security 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.

12 Tenant's liability

Specific Exceptions12 (Property in the custody or control of the Insured) and 15 (Vehicles) of this Section shall not apply to premises occupied by the Insured as tenant (but not as the owner) thereof.

13 Tool of trade

Specific Exception 15(Vehicles) 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.

14 Unattached trailers

Specific Exception 15 (Vehicles) 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

14.1 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

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

15 War

In respect of this Section only, General Exception 9 (War, riot and terrorism) 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.

16 Wrongful arrest and defamation (if stated in the Schedule to be included)

The Defined Events are extended to include damages

16.1 resulting from wrongful arrest (including assault in connection with such wrongful arrest)

16.2 in respect of defamation

provided always that the amount payable in terms of 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 occurrence, shall not exceed the Limit of Indemnity stated in the Schedule for this Extension and in the aggregate during any one (annual) Period of Insurance (being the period of twelve consecutive months from the inception date or anniversary date), double this amount.

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STATED BENEFITS

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this Section unless specifically otherwise indicated:

1 Annual Earnings

shall mean

the annual rate of wage, salary including fixed annual bonus and cost of living allowance being paid or allowed by the Insured to the Insured Person at the time of a Defined Event, plus overtime, house rents, food allowances, commissions and other considerations of constant character earned by the Insured Person or allowed by the Insured to the Insured Person during the 12 months immediately preceding the date of accidental bodily injury.

If the Insured Person has not been in the continuous employ of the Insured for 12 calendar months, the amount to be added for overtime, house rents, food allowances, commissions and other considerations of constant character shall be the average monthly amount earned during the period of employment times 12

2 Average Weekly Earnings

shall mean one fifty-second part of Annual Earnings.

3 Emergency Expenses Shortfall

shall mean all costs and expenses necessarily incurred including costs and expenses incurred in emergency transportation or freeing the Insured Person if trapped or bringing him to a place of safety as a result of bodily injury and incurred within 24 months of the Defined Event excluding any amounts as may

3.1 fall within the scope of any Act in terms of which any employee may claim Compensation for work related injuries. This exclusion shall apply regardless of whether or not the applicable legislative fund is incapable of providing or unable to provide Compensation;

3.2 be payable by a registered Medical scheme including any amounts payable from a member's Medical scheme Savings account.

4 Insured Person

shall mean any principal, partner, director or employee of the Insured specified in the Schedule.

5 Permanent Disability

shall mean

		Percentage of Compensation
5.1	loss by physical separation at or above the wrist or ankle of one or more limbs	100
5.2	permanent and total loss of	
5.2.1	whole eye	100
5.2.2	sight of eye	100
5.2.3	sight of eye except perception of light	100
5.3	permanent and total loss of hearing	
5.3.1	both ears	100
5.3.2	one ear	25
5.4	permanent and total loss of speech	100
5.5	injuries resulting in permanent total disability from following usual occupation or any other equivalent occupation for which the Insured Person is fitted by education, knowledge or training	100
5.6	loss of four fingers	70

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5.7	loss of thumb		
	5.7.1	both phalanges	30
	5.7.2	one phalanx	15
5.8	loss of index finger		
	5.8.1	three phalanges	15
	5.8.2	two phalanges	10
	5.8.3	one phalanx	5
5.9	loss of any other finger – each finger		
	5.9.1	three phalanges	10
	5.9.2	two phalanges	8
	5.9.3	one phalanx	4
5.10	loss of metacarpals		
	5.10.1	first or second (each metacarpal)	3
	5.10.2	third, fourth or fifth (each metacarpal)	2
5.11	loss of toes		
	5.11.1	all on one foot	30
	5.11.2	great	
		5.11.2.1 both phalanges	10
		5.11.2.2 one phalanx	5
	5.11.3	other than great, if more than one toe lost, each	5

Memoranda

1. Where the injury is not specified, the Company will pay such sum as, in their opinion, is consistent with the above provisions.
2. Permanent total loss of use of part of the body shall be treated as loss of such part.
3. 100% shall be the maximum percentage of Compensation payable for Permanent Disability resulting from an accident or series of accidents arising from one cause in respect of any one Insured Person.

6 Temporary Total Disability

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

Defined Events

Bodily injury caused by accidental, violent, external and visible means to any Insured Person.

The Company will pay to the Insured, on behalf of the Insured Person or his estate, the Compensation stated in the Schedule in the event of accidental bodily injury to any Insured Person directly and independently of all other causes resulting within 24 calendar months in death or disability as specified in the Schedule under the heading circumstances.

Provisos

It is declared and agreed that

1 Accumulation Limit

the maximum Compensation payable by the Company in respect of all persons insured under the Group personal accident and Stated benefits Sections resulting from an accident or series of accidents arising from one cause shall not exceed the amount stated in the Schedule as the Accumulation Limit

2 Age limits

unless otherwise provided herein, this Section shall not apply to any Insured Person

2.1 before he attains 15 years of age, or

2.2 after the expiry of the Period of Insurance in which he attains 75 years of age

3 Emergency Expenses Shortfall

any payment for Emergency Expenses Shortfall for any one Insured Person in respect of each and every claim shall be in excess of and not be reduced by the amount of the Excess as stated in the Schedule;

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4 Maximum Compensation

the Company shall not be liable to pay, for death or disability resulting from an accident or series of accidents arising from one cause in respect of any one Insured Person, more than the Compensation payable for death or Permanent Disability (whichever is the higher) plus any Compensation payable for Temporary Total Disability, Emergency Expenses Shortfall and any Extensions which are applicable;

5 Maximum period for Temporary Total Disability

the Compensation specified for Temporary Total Disability shall be payable for not more than the number of weeks stated in the Schedule and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible, notwithstanding that Permanent Disability may remain;

6 Medical examination

after suffering accidental bodily injury for which Compensation may be payable under this Section, the Insured Person shall, when reasonably required by the Company so to do, submit to medical examination and undergo any treatment specified. The Company shall not be liable to make any payment unless this proviso is complied with to its satisfaction;

7 Occupational injury Compensation enactment

any Compensation payable by the Company for any period of Temporary Total Disability or for Emergency Expenses Shortfall shall be reduced by an amount equal to the Compensation received or receivable by or on behalf of the Insured Person under any occupational injury Compensation enactment for temporary disability for the same or a lesser period or in respect of Emergency Expenses Shortfall. This proviso shall apply regardless of whether or not the applicable legislative fund is incapable of providing or unable to provide Compensation;

8 Other insurance and reinstatement of cover after Loss

General Conditions 13 (Other insurance) and 15 (Reinstatement of cover after loss) do not apply to this Section;

9 War

in respect of this Section only, General Exception 9 (War, riot and terrorism) is deleted and replaced by the following:

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

Specific Exceptions

The Company shall not be liable to pay Compensation in respect of any Insured Person

1 Air travel

while he is travelling by air other than as a passenger and not as a member of the crew or for the purpose of any trade or technical operation therein or thereon;

2 Alcohol

as a result of the influence of alcohol, drugs or narcotics upon the Insured Person unless administered by a member of the medical profession (other than himself) or unless prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself);

3 Existing defect

caused solely by an existing physical defect or other infirmity of the Insured Person;

4 Motorcycling

while he is, or as a result of his, engaging in motor cycling, motor quadricycling or motor tricycling (whether as a driver or passenger) other than on the Business of the Insured

5 Mountaineering etc.

while he is, or as a result of his, engaging in mountaineering necessitating the use of ropes, winter sports involving snow or ice, polo on horseback, steeplechasing, professional football or hang-gliding.

6 Racing

while the he is, or as a result of his, engaging in racing of any kind involving the use of any power-driven

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6.1 vehicle

6.2 vessel

6.3 craft

7 Riot

as a result of his participation in any riot, civil commotion or act of terrorism;

8 Suicide

caused by his suicide or intentional self-injury;

Clauses, Extensions and Limitations

1 Burns disfigurement (if stated in the Schedule to be included)

Subject to the exclusion shown below, the following item is added to the definition of Permanent Disability:

		Percentage of Compensation
5.12	permanent disfigurement resulting from accidental external burns to the combined surface area of the	
5.12.1	face and neck	
	100% surface area disfigurement	60
	less than 100% surface area disfigurement	the proportion of 60 which the actual surface area disfigurement bears to 100% surface area disfigurement
5.12.2	remaining parts of the body other than the face and neck	
	100% surface area disfigurement	30
	less than 100% surface area disfigurement	the proportion of 30 which the actual surface area disfigurement bears to 100% surface area disfigurement

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

2 Business Limitation (if stated in the Schedule to be included)

This Section applies only in respect of Defined Events arising from and in the course of the Insured Person's employment in the Business.

3 Disappearance Extension

In the event of the disappearance of any Insured Person in circumstances which satisfy the Company that he has sustained injury to which this Section applies, and that such injury has resulted in his death, the Company will, for the purposes of the insurance afforded by this Section, presume his death provided that if, after the Company shall have made payment hereunder in respect of his presumed death, he is found to be alive, such payment shall forthwith be refunded by the Insured to the Company subject to the Insured being able to recover such payment from the person(s) to whom it was paid.

4 Exposure Extension

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

5 Life support machinery Extension

Notwithstanding anything contained in the Defined Events, the 24-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 periods of not less than three consecutive days, of life support machinery, equipment or apparatus.

The Company will, in addition to any Compensation payable, pay for the reasonable costs and expenses incurred as a result of a Defined Event in respect of hire costs for life support machinery, equipment or apparatus

provided that

5.1 the liability of the Company for such costs and expenses resulting from an accident or series of accidents arising from one cause shall not exceed R20 000 for any one Insured Person;

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5.2 the Company shall not pay for any amounts as may

5.2.1 fall within the scope of any Act in terms of which any employee may claim Compensation for work related injuries. This proviso shall apply regardless of whether or not the applicable legislative fund is incapable of providing or unable to provide Compensation;

5.2.2 be payable by a registered Medical scheme including any amounts payable from a member's Medical scheme Savings account.

5.3 this Extension shall not increase the maximum Compensation payable by the Company in terms of proviso 1 (Accumulation Limit).

6 Substitute persons

Any person employed by the Insured during the Period of Insurance as a direct replacement for an Insured Person named in the Schedule will automatically be covered by this Section provided that

6.1 such changes are declared to the Company at the end of the Period of Insurance

6.2 there is no difference in occupation between the substitute person and the person being substituted.

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THEFT

Defined Events

Loss of or damage to All Contents (the property of the Insured or for which they are responsible) of any building at the Insured Premises described in the Schedule as a result of theft accompanied by forcible and violent entry into or exit from such building or any attempt thereat or as a result of theft, or any attempt thereat, following violence or threat of violence

Specific Conditions

1 Material alteration

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

Specific Exceptions

The company shall not be liable for

1 Fire

loss or damage which can be insured under a fire policy except in the case of explosion caused in an attempt to effect entry or exit

2 Glass

loss or damage insurable under a glass insurance policy

3 Property more specifically insured

property more specifically insured or, unless specified in the Schedule, cash, bank and currency notes, cheques, postal orders, money orders, current negotiable stamps and documents or certificates of a negotiable nature

4 Theft by employees

loss or damage in which any principal, partner, director or any member of the Insured's household or any of the Insured's employees is concerned as principal or accessory.

Clauses, Extensions and Limitations

1 Additional premises Extension

The insurance under this section extends to cover loss or damage to the property insured whilst in a building at any additional premises used by the Insured.

Provided that

1.1 such additional premises are advised to the company within the number of days stated in the Schedule from the time the risk attaches to the company

1.2 an additional premium, if any, is paid

1.3 the company's liability in respect of this Extension shall not exceed 50% of the highest amount stated in the Schedule applicable to any one premises.

2 All Contents Clause

The term All Contents includes personal effects, tools and pedal cycles which are 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 an amount of R10 000 in the case of any one person.

3 Burglar alarm warranty

In respect of any premises stated in the Schedule to be subject to this warranty, a burglar alarm shall be installed and it is a condition precedent to the liability of the company and warranted that

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3.1 the burglar alarm installed at the premises shall be made fully operative whenever the protected building(s) is/are not open for business unless a principal, partner, director or employee of the Insured is in the protected building(s);

3.2 the company shall not be liable for loss of or damage to the property following the use of the 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 violence or threat of violence to any person or such keys, keypad code or remote control were obtained by theft;

3.3 unless specifically stated to the contrary, all buildings on the premises are to be protected by the alarm;

3.4 where the control panel has an event log 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;

3.5 such alarm shall be maintained in proper working order but the Insured will 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;

4 Concealment Extension

The insurance under this section extends to cover loss or damage to the property insured caused or accompanied by a thief or thieves being concealed on the Insured Premises before close of business

5 Damage to buildings

In addition to the limit of indemnity stated in the Schedule the insurance under this section includes

5.1 damage to the buildings (including landlord's fixtures and fittings) at the Insured Premises in the course of theft or any attempt thereat

5.2 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, or any attempt thereat, following violence or threat of violence

Provided that the company's liability for any claim or number of claims for any one event or series of events with one originating cause or source, shall not exceed R20 000

6 Documents, manuscripts etc. Limitation

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

7 Locks and keys Extension

The company will indemnify the Insured in respect of the cost of replacing locks, keys, tags and remote access devices to any Insured Premises following upon the disappearance of any such keys, tags or devices to such premises or following upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such keys, tags or devices.

Provided that the company's liability for any claim or number of claims for any one event or series of events with one originating cause or source, shall not exceed R15 000

8 Reinstatement value Conditions – applicable to motor vehicles specifically insured as a separate item

8.1 In the event of partial damage to motor vehicles the basis of indemnity shall be the restoration costs to restore the vehicle to its pre-damage condition.

8.2 In cases where a new vehicle is

8.2.1 stolen and not recovered;

8.2.2 damaged as a result of a Defined Event to the extent that it is in the opinion of the company beyond economical repair

the basis of indemnity shall be the current purchase price of a new vehicle of the same model to that stolen or damaged or the limit of indemnity stated in the Schedule whichever is the lesser, provided that if the Insured is able to procure a replacement vehicle for less than the current purchase price, the benefit of such saving will be passed onto the company.

If the Insured is unable or unwilling to replace the vehicle the basis of settlement will revert to that provided by 8.3.

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8.3 In cases where a motor vehicle which is not new is

8.3.1 stolen and not recovered;

8.3.2 damaged as a result of a Defined Event to the extent that it is in the opinion of the company beyond economical repair

the basis of indemnity shall be the reasonable retail value of the vehicle at the time of loss or damage or the limit of indemnity stated in the Schedule whichever is the lesser.

8.4 For the purposes of this Extension

8.4.1 private type motor vehicle shall mean private type motor cars (including station wagons, safari vans, motorised homes, estate cars and the like or similar vehicles designed to seat not more than 12 persons including the driver) belonging to the Insured or customers of the Insured (but only if specifically insured as separate items).

8.4.2 new vehicle shall mean a private type motor vehicle that has, at the time of the loss or damage, been registered as new in the last twelve months and has travelled on average less than 3 500 kilometres a month since registration. The onus of proving the kilometres travelled by the vehicle shall rest upon the Insured

8.4.3 reasonable retail value shall mean the price at which the motor trade sells a vehicle including standard factory fitted accessories and spare parts therein and thereon the cost of which are included in the retail value. The reasonable retail value is normally determined by reference to certain recognized current publications available to the Motor Trade and is based on the retail value shown in such publications. The vehicle's age, condition and odometer reading could affect the reasonable retail value.

9 Reinstatement value Conditions - applicable to property other than motor vehicles

The basis upon which the amount payable as a result of a Defined Event in respect of

9.1 property (other than stock) belonging to the Insured or for which they are responsible is to be calculated shall be either:

9.1.1 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

9.1.2 the repair of the property to a condition substantially the same as, but not better than, its condition when new.

9.2 stock belonging to the Insured is to be calculated shall be the cost price to the Insured at the time of the loss

Provided that where the property is not replaced, the terms of this Condition will not apply.

10 Skeleton keys Extension

The insurance under this section extends to cover loss or damage to the property insured caused or accompanied by 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 skeleton key or device was used

11 Temporary repairs Clause

In addition to the limit of indemnity stated in the Schedule the company will reimburse the Insured all reasonable costs and expenses in effecting such temporary repairs and in taking such temporary measures as may be reasonably necessary after loss or damage giving rise to a claim under this section.

Provided that the company's liability for any claim or number of claims for any one event or series of events with one originating cause or source, shall not exceed R15 000

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UMBRELLA LIABILITY

Definitions

The following definitions apply to the words or Terms listed below wherever they appear in this Section unless specifically otherwise indicated:

1 Damage

shall mean loss of or damage to tangible property, conversion, trespass, nuisance or wrongful interference with the enjoyment of rights over tangible property.

2 Injury

shall mean death of or injury to or illness, disease, false imprisonment or arrest of or to any person.

3 Malice

shall mean malicious legal proceedings, malicious falsehood, defamation, unfair competition or infringement of copyright, title, slogan or idea.

4 Negligent Advice

shall mean incorrect or inadequate advice given in the promotion of the Insured's Products, but without expectation of any other reward.

5 Product

shall mean any article after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured.

6 Territorial Limits

shall mean anywhere in the world but not in respect of any demand, claim, judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part).

7 Underlying Insurance

shall mean cover in force under those Sections listed in the Schedule under the heading "Underlying Insurance Sections".

Defined Events

Subject to the Provisions of Sub-Sections A, B and C (Basis of indemnification) - damages, costs, fees and expenses which the Insured shall become legally liable to pay consequent upon

1 Damage

2 Injury

3 Malice

4 Negligent Advice

which occur in the course of or in connection with the Business within the Territorial Limits.

Limits 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

1 in respect of

1.1 claims arising out of or in connection with

1.1.1 Products

1.1.2 Negligent Advice

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1.1.3 liability consequent upon Injury or Damage 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

1.2 claims under Sub-Section C (Additional risks protection)

for any one event or series of events with one original cause or source or in the aggregate during any (Annual) Period of Insurance (being the period of twelve consecutive months from the Inception Date or Anniversary Date)

2 in respect of all other claims for any one event or series of events with one original cause or source (subject always to Proviso 1 of Sub-Section A (Excess layer protection)

shall not exceed the Limit of Indemnity stated in the Schedule

Basis of indemnification

Subject to the Defined Events, Limits of Indemnity, Specific Conditions and Exceptions of this Section as well as the General Exceptions, Conditions and Provisions of this Policy, the indemnity provided by this Section is restricted to those circumstances defined under Sub-Sections A, B and C hereunder:

Sub-Section A - Excess layer protection

This Sub-Section provides indemnity in accordance with the Defined Events of this Section in excess of the Limit of Indemnity of the Underlying Insurance provided that:

1 the cover provided by this Sub-Section is subject to the same Terms, Exceptions and Conditions as the Underlying Insurance and where such insurance states that generally or in respect of specified claims the Limit of Indemnity is the aggregate of all indemnifiable claims occurring or made during the (Annual) Period Insurance of such Underlying Insurance, then the Limit of Indemnity under this Section is declared to be on an identical basis as such Underlying Insurance;

2 the claim is covered by the Underlying Insurance and is not met in full solely because of the inadequacy of the Limit of Indemnity of such Underlying Insurance;

3 where the Limit of Indemnity of the Underlying Insurance has been reduced by reason of previous claims, this Sub-Section shall provide indemnity in excess of such reduced Limit of Indemnity;

4 where the Limit of Indemnity of the Underlying Insurance has been exhausted by reason of previous claims, the Company will interpret this Section as if such Underlying Insurance is still in force and this Sub-Section shall provide indemnity in excess of the Excess (if any) of such Underlying Insurance;

5 unless specifically agreed to by the Company under this Section, any decision by the Company to accept a claim on an "ex gratia" or "without prejudice" basis in Terms of the Underlying Insurance shall not be covered under this Sub-Section.

Sub-Section B - Difference in conditions

This Sub-Section provides indemnity in accordance with the Defined Events of this Section for claims covered by the Defined Events of the Underlying Insurance but excluded by a subsequent Policy Term, Exception or Condition of such Underlying Insurance provided that:

1 where the Limit of Indemnity of the Underlying Insurance has been exhausted solely by reason of previous claims, the Company will interpret this Sub-Section as if such Underlying Insurance's Defined Events and related Terms, Exceptions and Conditions are still in force;

2 where the Underlying Insurance is on a claims made basis, any Policy Term, Exception or Condition on the Underlying Insurance relating to when a claim is made or reported or must be made or reported shall also apply to this Sub-Section;

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3 if a claim is rejected under the Underlying Insurance on the basis of an Exception relating to the inefficacy or failure to conform to specification of a Product and such Underlying Insurance is on a losses occurring basis and the circumstances of the claim is such that the Insured and the Company cannot mutually agree when the loss occurred, then the Company will deal with the claim on the basis that the loss occurred when the claimant first notified the Insured of a circumstance or an event which subsequently gave rise to an indemnifiable claim;

4 this Sub-Section will also provide indemnity where a claim is not covered by the wording of the Defined Events of the Underlying Insurance solely on the grounds that:

4.1 the Injury or Damage was not accidental by nature or did not arise out of an accident (still subject to Specific Exception 4 (Deliberate failure) of the Specific Exceptions applicable to sub-Sections A, B & C);

4.2 any temporary loss of use of property or reduction in value of property did not constitute Damage within the said Defined Events.

Sub-Section C - Additional risks protection

This Sub-Section provides indemnity in accordance with the Defined Events of this Section, other than for claims which are indemnifiable in whole or part by Sub-Sections A or B of this Section or which are the subject of indemnity by any other Policy provided that:

1 the indemnity granted by this Sub-Section is limited to claims made against the Insured during the Period of Insurance of this Section, or events or circumstances notified by the Insured to the Company during such period which subsequently give rise to claims being made;

2 this Sub-Section will not provide indemnity where the Company declines to grant indemnity in terms of the Underlying Insurance in respect of a claim on the grounds that the event did not occur or the claim was not made during the policy period (as the case may be).

Specific Conditions

1 Business liquidated

Cover under this Section shall cease if the Insured's 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 Disputes

Any dispute between the Insured and the Company in connection with or arising out of this Section shall be decided exclusively in accordance with the law of the country in which this Policy is issued and exclusively by a competent court of the High Court of that country.

The Insured undertakes that they will not institute action against the Company nor bring joint proceedings against the Company in the court of any country other than in the country in which this Policy is issued;

3 Other insurances

If, at the time of any event giving rise to a claim under this Section, indemnity for such event is also provided under any other insurance (other than a policy to specifically provide indemnity in excess of this Section), the indemnity provided by this Section shall be in excess of, and shall not contribute with, such other insurance.

Insurance specifically to provide indemnity in excess of this Section is permitted without prejudice to this insurance and the existence of such specific excess insurance shall not reduce the Company's liability under this Section.

4 Underlying Insurance

The indemnity granted by this Section is conditional upon the Underlying Insurance remaining in force throughout the Period of Insurance and that the Limits of Indemnity in terms of the Underlying Insurance shall not be less than those reflected under the heading "Minimum Underlying Insurance Limits of Indemnity" contained in the Schedule. If, at the date of loss, the Limit of Indemnity in terms of the Underlying Insurance is less than the said minimum limits, then the Insured shall be considered as being their own insurer for the difference.

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Specific Exceptions applicable to Sub-Sections A, B and C

The Company will not indemnify the Insured in respect of

1 Carriage of passengers for hire or reward

any liability arising out of the carriage of passengers for hire or reward or the carriage of fare paying passengers;

2 Compulsory motor vehicle insurance

so much of any compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment.

This Exception shall apply notwithstanding that no insurance under such enactment is in force or has been effected and regardless of whether or not the applicable legislative fund is incapable of providing or unable to provide compensation;

3 Defined Events prior to retroactive date

any Defined Event which occurs prior to the retroactive date which is applicable to the Underlying Insurance;

4 Deliberate failure

any liability arising out of any deliberate or intentional failure of the Insured or the Insured's management to take reasonable precautions to prevent Injury, Damage, defamation or Negligent Advice;

5 Electronic data

any liability for Damage including detrimental change and any consequence therefrom to any electronic data;

6 Events known to the Insured

any liability arising out of any circumstance or event known to the Insured:

6.1 which is not reported to the Company in terms of any claims reporting requirement or Condition contained in the General Section of this Policy

6.2 prior to inception of this Section;

7 Fines and penalties

fines, penalties, punitive, exemplary or vindictive damages;

8 Hazardous substances

any liability if the transport of hazardous substances was not in compliance with chapter VIII of the National Road Traffic Act 1996 (Act 93 of 1996) (as amended);

9 Hunting or game viewing

any liability consequent upon Injury or Damage directly or indirectly caused by or in connection with or arising from or attributable to hunting or game viewing activities

10 Spread of fire

any liability arising out of the spread of fire from the Insured's premises to sugar cane, plantations or forests;

11 Workmen's compensation

any benefits for which the Insured is liable under any relevant workmen's compensation, unemployment compensation or disability benefits law and/or similar law and/or scheme. This Exception shall apply regardless of whether or not the applicable legislative fund is incapable of providing or unable to provide compensation.

Specific Exceptions applicable to Sub-Sections B and C only

The Company will not indemnify the Insured in respect of

1 Excess

the Excess. The Insured shall be responsible for the Excess as stated in the Schedule in respect of any one claim or any number of claims other than for Injury arising from all events of a series consequent upon or attributable to any one source or original cause;

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2 Gradually operating cause

any liability for Injury of or to employees caused by or contributed to by a gradually operating cause or by prolonged exposure to substances, factors or circumstances which do not arise from a sudden and identifiable accident or event;

3 Motor vehicle

any liability caused by or through or in connection with the ownership, possession, operation or use by or on behalf of the Insured of any motor vehicle or trailer;

4 Non-standard Policy Exception

any liability for any circumstance, not being a standard Policy Exception that has been specifically excluded under the Underlying Insurance by the Company for the particular Insured.

5 Optional Extensions

losses excluded by an Exception on the Underlying Insurance where such cover is available by an optional Extension, examples including but not limited to Products liability and defective workmanship liability. Where cover under such optional Extension has however been taken, indemnity for losses excluded by an Exception to such optional Extension will be provided for in Terms of Sub-Section B;

6 Ownership of aircraft, watercraft or hovercraft

any liability caused by or through or in connection with the ownership, possession, operation or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft (other than watercraft not exceeding 15,25 metres in length and then only whilst on inland waterways) but this Exception shall not apply to liability for Injury of or to employees of the Insured arising out of such employment;

7 Performance warranties

any liability arising out of performance warranties or guarantees or clauses stipulating liquidated damages or penalties, except to the extent that it is proved that such liability would have existed in the absence of such contractual provision;

8 Pollution

8.1 any liability directly or indirectly caused by seepage, pollution or contamination, provided always that this Exception shall not apply where such seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence and provided that such sudden, unintended and unforeseen occurrence is not the natural consequence of the operation or existence of the Business

8.2 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 and provided that such sudden, unintended and unforeseen occurrence is not the natural consequence of the operation or existence of the Business

This Exception shall not extend this Section to cover any liability which would not have been insured under this Section in the absence of this Exception;

9 Products recall

any costs or liability arising out of the recall of any Product (including containers and labels) or part thereof;

10 Professional advice

acts, errors or omissions of the directors or officers of the Insured when acting in their capacity as such or in the provision by the Insured of professional services which shall include giving advice, any action taken or work done by the insured when carrying on their functions in any capacity involving special skill or knowledge in their calling or the failure to discharge any obligations pursuant thereto. This Exception does not apply to Negligent Advice as defined in the Defined Events of this Section;

11 Property owned, leased or hired

Damage to property owned, leased or hired by or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control other than premises (or the contents thereof) temporarily occupied by the Insured for work therein or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for Damage to the property on which the Insured is working and which arises out of such work).

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12 Repair of aircraft

any liability caused by or through or in connection with the repair, maintenance, refuelling or defueling of any aircraft, watercraft or hovercraft undertaken by or on behalf of the Insured as a revenue producing activity but this Exception shall not apply to liability for Injury of or to employees of the Insured arising out of such employment;

13 Repair or replacement of Product

any costs necessary to repair, replace, recondition or modify any Product (including containers and labels) or part thereof and/or for the loss of use of any Product or part thereof;

14 Restatement of General Exception

losses excluded by any Exception on the Underlying Insurance that restates a General Exception, an example being but not limited to the restated General Exception relating to war, riot and terrorism;

15 Sexual abuse assault harassment or molestation

any claims arising out of sexual abuse assault harassment or molestation including unwelcome sexual advances, requests for sexual favours and any unwelcome verbal, visual or physical contact of a sexual nature;

16 Unfair labour practice

any liability for any unfair labour practice including but not limited to unfair dismissal within the meaning of the Labour Relations Act No. 66 of 1995 as amended, or any Act passed in substitution thereof;

17 United States of America or Canada

Injury or Damage happening in the United States of America or Canada caused by or through or in connection with any Product, if such Product has, to the Insured's knowledge, been exported to the United States of America or Canada by or on behalf of the Insured or such sale or resale should reasonably be contemplated by the Insured;

Clauses, Extensions and limitations

1 Additional Insured Extension

The Business description of the Insured as reflected in the Schedule shall include any organisation or functions operated by the Insured for the benefit of the Insured's employees or visitors (including but not limited to any social or sports club, welfare organisation, first aid, fire or ambulance service, canteen or the like) or for the protection or promotion of the Insured's Business activities, and the Company will also indemnify, if the Insured so requests (and subject to the Company's consent which consent shall not be unreasonably withheld), as though a separate Policy has been issued to each:

1.1 in the event of the death of the Insured, any personal representative of the Insured in respect of liability incurred by the Insured;

1.2 any partner, director or employee of the Insured in that capacity against any claim for which the Insured is entitled to indemnity under this insurance or any such person in their private capacity arising out of any temporary engagement (undertaken with the Insured's consent) of the Insured's employees;

1.3 to the extent required by the Conditions of any contract, any person or party named in any contract entered into by the Insured for the purposes of the Business;

provided that

1.1 the aggregate liability of the Company is not increased beyond the Limits of Indemnity stated in the Schedule;

1.2 any person or organisation to which this Extension applies is not entitled to indemnity under any other Policy;

1.3 the indemnity under 1.1, 1.2 and 1.3 applies only in respect of liability for which the Insured would have been entitled to indemnity as if the claim had been made against the Insured;

1.4 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 and the Underlying Insurance in so far as they can apply.

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2 Cross liabilities clause

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 issued to each, provided that the aggregate liability of the Company shall not exceed the Limit of Indemnity stated in the Schedule.

3 Emergency medical expenses clause

The Company will indemnify the Insured 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 Sub-Sections B and C of this Section.

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