AC&E

Commercial Underwriting Managers (Pty) Ltd

NEW NATIONAL

ASSURANCE COMPANY

People you can talk to.

Business Commercial

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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, the company specified in the schedule agrees to indemnify or compensate the insured by payment or at the option of the company, by replacement, reinstatement or repair in respect of the defined events occurring during the period of insurance and as otherwise provided under the within sections up to the sums insured, limits of indemnity, compensation and other amounts specified.

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

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

General Exceptions

1. (A) This policy does not cover loss of or damage to property, death or bodily injury or liability directly or indirectly related to or caused by:

   (i) civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the afore going:

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

   (iii) (a) mutiny, military rising, military or usurped power, marital law or state of siege, or any other event or cause, which determines the proclamation or maintenance of marital law or state of siege,

   (b) Insurrection, rebellion, or revolution.

   (iv) any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local, or tribal authority with force or by means of fear, terrorism, or violence.

   (v) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective, or cause, or to bring about any social or economic change, or in protest against any State or Government or any provincial, local, or tribal authority, or for the purpose of inspiring fear in the public or any section thereof.

   (vi) any attempt to perform any act referred to in clause (iv) or (v) above.

   (vii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause A (i), (ii)' (iii), (iv), (v), or (vi) above.

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

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

   (C) Notwithstanding any provisions of this policy including any exclusions, exceptions or extension or other provision not included herein which otherwise override a general exception, this policy does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage, or expense.

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

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

2. Except as regards the Fidelity, States benefits and Group Personal Accident sections

a. This policy does not cover.

i. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.

ii. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

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

b. The indemnity provided by this policy shall not apply to nor include any loss, destruction, damage, or legal liability directly or indirectly caused by, or contributed to by, or arising from nuclear weapons material.

General Conditions

(i) Misrepresentation, mis-description, and non-disclosure

Misrepresentation, miss description or non-disclosure in any material particular shall render voidable the particular item, section, or sub-section of the policy, as the case maybe, affected by such misrepresentation, miss description or nondisclosure.

The following list is an indication of facts, t the company considers material, that may affect our decision, but is not limited to only these facts:

(b) Misrepresentation of any material facts and details that could affect the risks of the business(es) insured.
(c) Not notifying the company immediately about a change to the financial positions of the insureds, principals, directors, partners, or employees such as sequestration, financial administration orders, civil judgments, liquidation(s) of companies or individuals in which the insured has an interest in and / or liability to pay debts.
(d) Failure to notify the company of any damages to insured property, whether these damages may lead to a claim or not under this policy and are material to the risk(s) insured, and for which a claim has been intimated by the insured, or the principles, partners, directors, or employees of the insured.
(e) Not notifying the company immediately about any criminal investigation and/or conviction of any of the principles, partners, directors, or employees of the insured covered in terms of this policy, in which the insured has an interest in and/or liability to pay debts such as driving under the influence of alcohol or drugs and fraud.
(f) Not notifying the company immediately after any changes in the value of an item other than normal economic factors, location, security, condition, ownership.
(g) The failure of the insured, or principles, partners, directors, or employees of the insured to adhere to any applicable law, regulation, by-law, or rule, where such failure is material to the loss/damage.

2. Other Insurance

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

3. A. Cancellation

This policy or any section may be cancelled at any time by the company giving 30 days' notice in writing (or such other period as may be mutually agreed) or by the insured giving immediate notice. On cancellation by the insured, the company shall be entitled to retain the customary short period or minimum premium for the Period the policy or section has been in force. On cancellation by the company, the insured shall be entitled to claim a pro rata proportion of the premium for the remainder of the period of insurance from the date of cancellation, subject to general condition 4.

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

The premium is due in advance and, if it is not received by the company due date, this Insurance 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, the first day of

a) each third
b) each sixth or
c) each twelfth calendar month following inception where premium is payable quarterly, half yearly or annually.

4. Adjustment of premium

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

5. Prevention of loss

The insured shall take all reasonable steps and precautions to prevent incidents, accidents or losses that may give rise to a claim under this policy.

a. The insured must at all times take all reasonable steps and precautions in.
   i. maintaining the property/s and items insured under this policy in good condition and state of repair.
   ii. Safeguarding the property/s and items insured under this policy and ensuring that every item is afforded a level of due care and protection commensurate with the value of such property or insured item.
   iii. Preventing or minimising accidents, bodily injury, illness, loss of, or damage to, insured property and items.

b. There is an obligation upon the insured to comply with and adhere to all Laws, and Regulations which are material to the risks insured.
   i. The insured warrants that all Laws, Regulations, By-Laws, and Rules that apply to the insureds business(es) or any other matter for which cover is provided in terms of this policy, (irrespective of whether the Laws, Regulations, By-Laws, and rules are in force at the date from which this policy is issued, or are enacted thereafter), shall be adhered to at all times.
   ii. The failure to adhere to any applicable Law, Regulation, By-Law, or Rule, shall entitle the insurer to reject any claim where such failure to comply with the applicable Laws, Regulations, By-Laws, or Rules are material to such claim or loss,
   iii. Should the insured not adhere to these obligations, the company may void the whole or any part of this policy and/or sections as from inception or date of change or the rejection of a claim.

The Statutes, Applicable Laws, By-laws, regulations, and rules shall include but is not limited to.

a) The National Building Regulations of the Republic of South Africa – SANS 10400 (as amended)
b) The Occupational Health and Safety Act No. 85 of 1993 (as amended)
c) The Mines and Works Act No. 27 of 1956 (as amended)
d) The Electricity Act No. 41 of 1987 (as amended), and the provisions and regulations made in terms of the compliance to an Electrical Certificate of Compliance (COC) as required. And requested.

and/or any other act or Ordinance pertaining to the supply of electricity.

all as read in conjunction with the Criminal Procedures Act no. 51 of 1977 (as amended)

6. Claims

a) On the happening of any event which may result in a claim under this policy the insured shall, at their ownexpense.

(i) ensure compliance with the warranty that all claims or losses shall be reported to the Insurer(s) within a reasonable time period, not exceeding 30 (thirty) days from the date of the loss or the date when the damage had occurred and provide particulars of any other insurance covering such events as are hereby insured.

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

(iii) Ensure in respect of all losses and claims relating to theft and / or hi-jacking of motor vehicles insured under any section of the policy.

a. That it is the duty of the insured to report all theft and hi-jacking claims or losses to the South African Police Services or Metropolitan Police Services within 24 hours of the incident having occurred or since the insured having received notification of such an event.

b. That it is further also the duty of the insured to report all theft and hi-jacking claims or losses to the Underwriting Managers (or insures) within 48 hours of the incident having occurred or since the insured having received notification of such an event.

   i. Within 30 days after the event (or such further time as the Company may in writing allow) Submit to the company full details in writing of such claim or loss.

   ii. give the company such proofs, 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.

b) No claim (other than a claim under the business interruption, fidelity, stated benefits or group personal accident section or the personal accident (assault) extension under the money section, if applicable) shall be payable after the expiry of 24 months or such further time as the company may, in writing 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.

c) No claim shall be payable unless the insured claims payment by serving legal process on the company within 6 months of the rejection of the claim in writing and pursues such proceedings to finality.

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

7. Company's rights after an event

a) 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 authorized by them may, without thereby incurring any liability and without diminishing the right of the company to rely upon any conditions of this policy.

(i) Take, enter, or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and license 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 by the company or riot.

(ii) 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.

b) 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.

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

8. Fraud

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

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

In consideration of 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.

10. Breach of conditions

The conditions of this policy and sections thereof shall apply individually to each of the risks insured and not collectively to them so that any breach shall render voidable the section only in respect of the risk to which the breach applies.

11. No rights to other persons

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

12. Collective Insurances

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

"Give the leading insurer on behalf of the insurers such proofs, information and sworn dedication as the insurers may require and forward to the leading insurer immediately any notice of claim or any communication, writing, summons or other legal process issued or commenced against the insured in connection with the event giving rise to the claim" and General condition 7 is substituted by the following **" 7. Company's rights after an event"**

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

(i) take, enter, or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and license 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,

(ii) 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.

b) The insured shall, at the expense of the insurers, do 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.

c) In respect of any section of this policy under which an indemnity is provided 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 insurer shall thereafter not be under further liability in respect of such event.

13. Alteration of the risk

a) The insured is obligated to notify the Company immediately in writing within 30days of any change in material risk. The Company will confirm all changes in writing.

b) When it is brought to the Company's attention, or if the insured notifies the Company of change in material risk, the Company has the right to adjust the extent of the cover and to/ or increase the premium from the date of change.

c) If the insured refrains from notifying the Company of the above-mentioned change of risk, the Company will be entitled to turn down any claim arising from such change of risk.

d) NOTIFICATION OF STEPS TO REDUCE OR CONTROL THE RISK

The Company has the right to give the insured 30 (thirty) day unilateral written notification to take and set in action precautions to either reduce or control the risk. If such precautionary measures are not set in action within the required period, the cover concerning the Specific Section of the Policy, will be cancelled automatically.

14. Confiscation, Nationalisation, Liquidation, Commandeering, Detention and Forfeiture

The company shall not be liable for loss or damage resulting from any permanent and/or temporary loss, damage, cost, or expense directly or indirectly caused by Detention, Confiscation, Nationalisation, Requisition, Liquidation, Commandeering or Forfeiture by any lawfully constituted authority and / or customs or other official authorities.

15. Access Control:

The cover under this policy is provided on the basis that the Insured is directly responsible for security and access control to the Insured's premises and not the landlord of any office or industrial park or complex or building. In, the event that the Insured outsources this function to a Third-Party Supplier, a clear written contract must be in place between Insured and the Supplier. It is further understood and agreed that the Insured will also ensure that there is a clear clause in the agreement, which makes the Supplier liable for any losses as a result of its or its employees' failure to duly execute their duties in terms of the agreement.

It is a condition of this policy that ***Physical Access Control*** is required in order for the insured to enjoy theft cover at his premises/at the risk address specified. ***Physical Access Control*** is therefore defined as follows in order for the insured to take note of the requirements and standards of access control required by the Insurer in order to be covered for theft:

Physical Access Control (definition) - The Term Access Control shall mean a manner of controlling/restricting access (Permission, liberty, or ability to enter, approach, communicate with, or pass to and from a place, thing, or person) to a building and/or designated area, allowing only an authorized individual **access (entrance and exit),** via electronic methods (remote, access tag/card, thumbprint, facial recognition) or via data capture and verification (sign in book, sign out book, containing Name/Surname/ID and contact details, time of sign in and time of sign out (exit) of the visiting entity/person(s) as well as the vehicle details (Reg Number).

General Provisions

1. Claims preparation costs.

The insurance by each section of this policy is extended to include costs reasonable incurred by the insured in producing and certifying any particulars or details required by the company in terms of general condition 6 or to substantiate the amount of any claim, provided that the liability of the company for such costs in respect of any one claim shall not exceed in respect of a particular section R1000 or 10% of the sum insured or limit if indemnity on the item affected, whichever is the lesser amount plus any amount stated in the schedule to each section against an item for additional claim preparation costs.

2. Payments on account

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

3. First amount payable.

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

4. Members

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

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. Definition of Damage

Damage" in referring to any insured property under any section of this policy means direct physical damage to that property involving a structural and/or physical alteration of that property for the worse. It does not include loss of use where there has been no physical damage. Nor does "loss of" in reference to any insured property include loss of use where there is no direct physical damage.

8. 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.

9. Holding cover

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.

10. Schedule sums Insured blank.

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

i. left blank or has no monetary amount stipulated against it.

ii. reflected as nil or not applicable or not covered or no indemnity extended.

this means the defined event or circumstance shown in the schedule is not insured by the policy.

11. 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 subsection 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.

12. The Term "Insured" or "The Insured"

As far as possible in relation to all General Exceptions, General Conditions, General Provisions and terms and conditions applicable to this policy; the Term "insured" or "The Insured" includes any authorised person(s) acting on behalf of the insured, including all principals, partners, directors and employees of the insured and the insured's related business.

14. Power Surge.

For purposes of this extension the following is defined:

If selected on the policy schedule; Cover shall be extended as hereinafter provided:

In the event of a valid claim in respect of any loss of or damage to property arising from Powersurge, shall be limited to R50 000.00, or the limit stated in the schedule under the **Fire Section, Office contents Section or Buildings Combined Section of the Policy**,

This "single limit" is Applicable Per Policy, Per Event, (not per section), Unless otherwise stated and specified, in the relevant section or the policy.

The Excess
The Excess will be of 10% of the claim with a minimum of R1 500 (or the amount stated in the schedule), provided always that the insurance and limit provided is strictly subject to:

i. the installation of a Class 2 SANS/SABS approved Surge Protection Device (SPD) which is installed in the main electrical distribution board for Industrial type risks with 3-Phase electrical supply; and
ii. the installation of a Class 3 SANS/SABS approved "Red Surge Protection Plug-In/Socket" which is fitted on the Outlet point to office equipment and appliances for office type risks.

The minimum requirement for 3-phase electrical supply must meet the following specifications:

- All SPD's must be SANS 61643-1 approved and wired in terms of SANS 10142-1.
  - All work done regarding the installation of the SPD must be carried out by a registered electrical contractor with a minimum of a Test Report issued by the contractor to confirm compliance.
- All surge arrestors must have a disconnection mechanism with a visual indication showing "end-of-life", this can be with a mechanism flag or a light (red/green illuminating light indicator).
- Product type to be Class 2-40 kA (8/20).

The minimum requirement for a small office type risk with a 1-phase electrical supply system must meet the following specification:

- All plug-in type Class 3 SPDs must be SANS/SABS approved.

Accordingly, the Insurer(s) shall not be liable for and shall not indemnify the Insured should the property insured not be appropriately and adequately protected by the provision of a functional Class 2 Approved Surge Protection device **(SPD)** and/or Class 3 Red Surge Protection Plug-In/Socket" as per above.

Cover will therefore be excluded unless the above preventative measures were implemented before the incident and the functionality of such devices is checked on a regular basis.

Reasonable preventative measures must be taken in order to limit and/or avoid damages caused to the insured's property.

Cover is only applicable when request and when included on the policy schedule. This cover is not automatically included.

Endorsement attached to all policies incepting on or after 1 March 2002 or renewed on or after 1 April 2002.

The General exceptions are cancelled and replaced by:

1. War, riot, and terrorism

A. This policy does not cover loss of or damage to property, death or bodily injury or liability directly or indirectly related to or caused by:
   i. civil commotion, labour disturbances, riot, strike, lockout or public disorder or any actor activity which is calculated or directed to bring about any of the afore going:
   ii. war, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not) or civil war.
      a) mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or because which determines the proclamation or maintenance of martial law or state of siege.
      b) Insurrection, rebellion, or revolution,
   iii. any act (whether on behalf of any organization, 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.
   iv. 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.
   v. any attempt to perform any act referred to in clause (iv) or (v) above,
   vi. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (A) (i), (ii), (iii), (iv), (v) or (vi) above,
   vii. If the company alleges that, by reason of clause (A) (i), (ii), (iii), (iv), (v), (vi) or (vii) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the insured.

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

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

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

2. Nuclear and Nuclear Energy

A. This policy excludes Nuclear Energy Risks, whether such risk is written directly and/or by way of reinsurance pools and/or vial Pools and or Associations.

B. For all purposes of this policy Nuclear Energy Risk shall mean all insurances (other than Workers Compensation and Employers Liability) in respect of:

i. All Property on site of a nuclear power station.
ii. Nuclear Reactors, reactor buildings and plant and equipment therein or on any site other than a nuclear power station.
iii. All property, on any site (Including but not limited to the sites referred to in (i) above) used or having been used for:
   a) The Generation of nuclear energy or
   b) The production, use or storage of nuclear material.
iv. Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association; but only to the extent of the requirements of that Local Pool and / or Association
v. The Supply of Goods and Services to any of the sites, described in (I) to (III) above, unless such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.
vi. Except under-noted, Nuclear Energy Risks shall not include:
   a) Any Insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (I) to (III) above (including contractors' plant and equipment)
   b) Any Machinery Breakdown or other Engineering insurance not coming within the scope of (I) above.

Provided always that such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:
(i) The provision of any insurance whatsoever in respect of:
   a. Nuclear Material.
   b. Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or for the Reactor Installations – as from Fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.
(ii) The Provision of any insurance for the under-noted perils:
   a) Fire, Lightning, Explosion.
   b) Earthquake.
   c) Aircraft and other aerial devices or articles dropped therefrom.
   d) Irradiation and radioactive contamination.
   e) Any other peril insured by the relevant local Nuclear Insurance Pool and/or Association.

In respect of any Property not specified in 2b) (i) above which directly involves the production, use or storage of Nuclear Material as from the Introduction of Nuclear Materials into such Property.

2.1 Definitions:

"Nuclear Material" Means
Nuclear Fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and

Radioactive Products or Waste.
"Radioactive Products or Waste" means any radioactive Material produced in, or any material radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, or industrial purposes.

"Nuclear Installation" means:
(i) Any Nuclear Reactor
(ii) Any Factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, Including any factory for the reprocessing of irradiated nuclear fuel; and
(iii) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

"Nuclear Reactor" means:
Any Structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"Nuclear Production use or Storage of Nuclear Material" means:
The Production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling, and disposal of Nuclear Material.

"Property" Shall mean:
All Land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

"High Radioactivity Zone or Area: Means:
(i) For Nuclear Power Stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all contents therefor, the fuel elements, the control rods, and the irradiated fuel store: and
(ii) For Non-Reactor Installations, any area where the level of radioactivity requires the provision of a biological shield.

2.2 Additional Nuclear Exclusions:

Unless specifically agreed in respect of an insured loss involving Nuclear Material under determined circumstances, this policy does not cover Legal Liability, Loss (including consequential loss) or damage, costs or expense caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

Nuclear Material, Nuclear Fission or Fusion, Nuclear Radiation, Nuclear Waste from the Nuclear Fuels, Nuclear Explosives, or any nuclear weapon:

In Addition to the above Exclusion, this policy does not cover Legal Liability, loss (Including consequential loss) or damage, costs, or expense, caused directly or indirectly by or contributed to by or arising from ionising radiation or contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

2.3 Additional Definitions:

"Nuclear Material:" as defined in NMA 1975 (A)

"Nuclear Fission" means a nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy.

"Nuclear Fusion" Means a nuclear reaction in which atomic nuclei of low atomic number fuse to form a heavier nucleus with the release of energy.

"Nuclear Radiation" means the absorption of electromagnetic radiation by a nucleus having a magnetic moment when in an external magnetic field...

"Nuclear Waste" as defined in NMA 1975 (A)

"Nuclear Fuels" means a substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy.

"Nuclear Explosives" means an explosive reaction involving the release of energy by nuclear fission or fusion or both.

"Nuclear Weapon(s)" means a nuclear device designed, used or capable of being used for the inflicting of bodily harm or property damage.

2.4 Radioactive Exclusion Clause

This Insurance does not cover loss, damage, cost, or expense cause directly or indirectly by any of the following; regardless of any cause or event contributing concurrently or in any other sequence to the loss:

Nuclear material, nuclear fission or fusion, radiation, nuclear waste from the use of nuclear fuels, nuclear explosives, or any nuclear weapon.

Except as regards the Fidelity, Stated Benefits and Group personal Accident sections

i. this policy does not cover.
   a. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.

   b. any legal liability of whatsoever nature, directly or indirectly caused by, or contributed to by, or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, from the combustion of nuclear fuel; for the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission.

ii. the indemnity provided by this policy shall not apply to nor include any loss, destruction, damage, or legal liability directly or indirectly caused by, or contributed to by, or arising from nuclear weapons or material.

3. Computer losses

General exceptions applicable to all sections of this policy, insuring damage to property or the consequences of damage to property or any liability.

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

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

b) any legal liability of whatsoever nature.

c) any consequential loss.

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

(i) to treat any date as the correct date or true calendar date, or correctly or appropriately to recognize, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date, **or**

(ii) to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command, which causes the loss of data or the inability to capture, save, retain or to correctly process such data in regard to or in connection with any such date, **or**

(iii) to capture, save, retain or to process any information or code due to program errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programs, **or**

(iv)to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorized code or instruction including any Trojan horse, time or logic bomb or worm or any other destructive or disruptive code, media or program or interference.

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

Special extension to General exception 3

(A) Loss or destruction of or damage to the insured property by fire, explosion, lightning, and earthquake or by the special perils referred to below or indemnified by the Glass, Employer's Liability, and Stated Benefits. Group Personal Accident or Motor section is not excluded by this General exception.

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

(i) Storm, wind, water, hail, or snow excluding damage to property.
(ii) arising from it undergoing any process necessarily involving the use or application of water.
(iii) caused by tidal wave originating from earthquake or volcanic eruption.
(iv) in the underground workings of any mine.
(v) in the open (other than buildings structures and plant designed to exist or operate in the open) Unless so described and specifically insured as such
(vi) in any structure not completely roofed, as separate item.
(vii) being retaining walls.
(viii) aircraft and other aerial devices or articles dropped therefrom.
(ix) impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles, these special perils do not cover wear and tear or gradual deterioration.
(x) General exception 3 also does not apply to consequential loss as insured by any Business Interruption indemnity provided by this policy to the extent that such consequential loss results from damage to insured property by the perils referred to in Special extension A above.
(xi) This Special extension will not insure any loss, destruction, damage, or consequential loss if it would not have been insured in the absence of this Computer Losses General exception and this Special extension.
(xii) This Special extension shall not apply to any Public Liability indemnity.

d, e & f - Unless so described and specifically insured as a separate item.

General Endorsement attaching to and forming part of the policy.

Effective date: All new business issued with an inception date on or after 1 January 2004 and on existing business from the first renewal / anniversary date on or after 1 January 2004.

Cover under the policy is subject to the following amendments:

The following General Exception is incorporated into the policy:

Asbestos exclusion [applicable to the Public Liability section and Sub-section D (liability) of the Buildings Combined section, Personal Accident Section, Stated Benefits Section and Personal Accident Extension under the Money Section of the policy]

1. Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision which would otherwise override a general exception, this policy does not cover any actual or alleged 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. **The policy exception / exclusion relating to nuclear losses, is restated as follows:**
   Except as regards the Fidelity, Stated Benefits and Group Personal Accident sections, this policy does not cover any legal liability, loss, damage, cost, or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:

   (i) Ionizing, radiations, or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel

   (ii) nuclear material, nuclear fission or fusion, nuclear radiation.

   (iii) nuclear explosives or any nuclear weapon.

   (iv) 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, combustionshall include any self-sustaining process of nuclear fission.

3. **Infectious Disease / Epidemic / Pandemic**
   Notwithstanding anything to the contrary within this policy and any section thereof, this policy does not cover any claim, loss, damage, cost, expense, legal liability, or any consequential loss directly or indirectly caused by, in connection with, in any way involving, arising out of, any infectious disease, epidemic or pandemic, including but not limited to any virus, bacterial infection or immune deficiency disease. This includes, but is not limited to, any fear or threat thereof, whether actual or perceived.
   Infectious Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism, including but not limited to any form of Coronaviruses or Influenza viruses, where:

   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. 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
   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, including but not limited to any tangible goods, livestock, bloodstock, or other.

   For the purposes of this clause Infectious Epidemics shall mean the sudden, unexpected, large-scale manifestation of an initially locally contained infectious disease which spreads very rapidly and with great virulence, or any indication fear or threat of a possible Infectious Epidemic, as classified by the appropriate national or international body or agency which leads to:

   1. the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency, and/or
   2. any travel advisory or warning being issued by a national or international body or agency.

   If it is alleged that by reason of this exclusion any loss is not covered by this policy or any section thereof, the burden of proving the contrary rests upon the Insured.

4. Communicable Disease Exclusion (Lma5394)

1. Notwithstanding anything to the contrary within this policy and any section thereof, this policy does not cover any claim, loss, damage, cost, expense, legal liability or any consequential loss directly or indirectly caused by, in connection with, in any way involving, 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 is herewith excluded.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
   a) 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
   b) 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
   c) 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.
3. Neither this exclusion nor its absence from any prior Policy(ies) shall be used in any context to demonstrate coverage under such other prior Policy(ies).

5. Transmission and Distribution Line Exclusion

This insurance excludes any loss, damage, cost, or expense directly or indirectly arising out of, contributed by, or resulting from all transmission and distribution lines, including wires, cables, poles, pylons, standards, towers, and any equipment of any type which may be attendant to such installations, including sub-stations of any description.

This exclusion includes but is not limited to transmission or distribution of electrical power, telephone or telegraph signals and mast, and all communication signals whether audio or visual.

This exclusion applies to above ground equipment which are more than 150 meters (or 500 feet) from an insured structure.

This exclusion applies both to physical loss or damage to the equipment and all business interruption consequential loss, and/or other contingent losses related to transmission and distribution lines.

It is understood and agreed that public utilities extensions and/or supplier's extension and/or contingent business interruption coverages are not subject to this exclusion, provided that these are not part of a "transmitters" or "distributors" policy providing distribution or transmission of such public utilities.

6. Pollution and Contamination Exclusion Clause

(i) This Insurance shall not cover any loss or damage due to contamination, pollution, soot, deposit, impairment with dust, chemical precipitation, adulteration, poisoning, impurity, epidemic and disease or due to any limitation or prevention of the use of objects because of hazards of health.

(ii) This exclusion does not apply if such loss or damage arises as a consequence of
   a. The Perils
      i. Fire, Lightning, Explosion, Impact of Aircraft
      ii. Vehicle Impact, sonic boom
      iii. Accidental escape of water from any tank apparatus or pipe
      iv. Riot, civil commotion, malicious damage
      v. Storm, hail
      vi. Flood, inundation
      vii. Earthquake
      viii. Landslide, subsidence
      ix. Snow, pressure, avalanche
      x. Volcanic eruption or
   b. A physical damage of the type insured by the original policy which occurred on the insured premises.
   c. If a peril not excluded from the original policy arises directly from pollution and/or contamination any loss damage arising directly from that peril shall be covered.
   d. All other terms and conditions of this insurance shall be unaltered and especially the exclusions shall not be superseded by this clause.

7. SASRIA / NASRIA

(i) Territories where SASRIA SOC Ltd. and or/ National Special Risk Insurance Association covers apply.

Material Damage and Consequential loss directly or indirectly related to or caused by any of the perils that fall within the scope of cover granted by the SASRIA LOC Ltd. and/or the National Special Risk Insurance Association.

(ii) Territories where SASRIA SOC Ltd and /or National Special Risk Insurance Association covers do not apply.
   a. Material Damage and Consequential loss arising in respect of:
      i. Any Act (whether on behalf of any organisation, body, person, or group of persons) calculated or directed to overthrow or influence the State or Government, or any Provincial, local, or tribal Authority with fore, or by means or fear, terrorism, or violence.
      ii. 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.
      iii. Any attempt to perform any act referred to in **7. (ii). a (i)** & **7. (ii) . a (ii)** above
      iv. The act of any lawfully established authority in controlling, preventing suppressing or in any way dealing with the occurrences referred to in point (i), (ii), and (III) above.

Notwithstanding any provisions of this policy including any exclusions, exceptions or extension or other provision not included herein which 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 (8) 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 (8) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the insured.

8. Sanction Exclusion Clause:

No Insurers shall provide cover and no Insurer shall 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 that Insurer to any sanctions, prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America irrespective of enactment in the jurisdiction where indemnity or benefit is provided or payment made.

9. Cyber Terrorism Clause:

This policy does not cover any legal liability, loss or damage directly or indirectly caused by cyber-attacks, hacking or terrorism, nor does the policy cover any consequential losses as a result thereof.

It is declared and agreed, notwithstanding anything to the contrary in the Policy, Schedule, or any endorsement to the Policy that the Policy General Exceptions shall be amended to include the following:

Information Technology Exclusion:

The Policy excludes:

1. Loss of or damage to data or software, particular any detrimental change in data, software or computer programmes that is cause by a deletion, a corruption or a deformation of the Data, and any consequential losses resulting from such a loss or damage.

   Notwithstanding this exclusion, loss of or damage to data or software, which is the direct consequence of indemnifiable physical loss or damage to the substance of property, shall not be excluded by this exclusion.
2. Loss of damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programmes, and any consequential losses resulting from such loss or damage.

Cyber Loss Exclusion (Property Treaty Reinsurance) LMA5410 (as amended)

1. Notwithstanding any provision to the contrary within this reinsurance agreement or any endorsement thereto, this reinsurance agreement excludes all 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. any loss of, alteration of, or damage to or a reduction in the functionality, availability, or operation of a Computer System, unless subject to the provisions of paragraph 2.
   b. 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.
2. Subject to the other terms, conditions and exclusions contained in this reinsurance agreement, this reinsurance agreement will cover physical damage to property insured under the original policies and any Time Element Loss directly resulting therefrom where such physical damage is directly occasioned by any of the following perils:

   fire, lightning, explosion, aircraft, or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

Definitions

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

Data means information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a Computer System.

Data means information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a Computer System.

Terrorism Definition Clause

Terrorism means an act of violence or an act dangerous to human life, tangible or intangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear.

In any action suit or other proceedings where the reinsurer alleges that by reason of this definition a loss, damage or expense is not covered by this reinsurance agreement, the burden of proving that such loss, damage, or expense is covered shall be upon the reinsured.

It is also agreed that Exclusion 7 under Appendix 1 is amended to read as flows:
Obligatory treaty reinsurance or treaty retrocession of any sort.

Definitions Applicable to The Information Technology and Cyber Exclusions

1. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
2. Data means information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a Computer System

10 Vermin, Pests, Pets, Rodents, or Inherent Vice.

This Policy does not cover loss of or damage to property belonging to the insured, or for which they are responsible, or in their custody, care, and control, caused by:

i. Vermin, Pests, Insects or Rodents and their gradual activities, whether the insured are aware of such occurrences on the insured property or not,
ii. The Insured's Pets, Animals and Rodents belonging to the insured, or for which the insured are responsible.
iii. Inherent Vice in property belonging to the insured or for which they are responsible causing the property to damage or destroy itself.

11. Specific General Exception, Electricity Grid Interruption And/or Failure Exclusion:

Applicable to All Sections of this Policy:

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

Electricity grid interruption and/or failure is defined as the unplanned and/or unscheduled Nation-wide, Province-wide, Municipal-wide, or Local-level, partial or total interruption, suspension, interference, black out and/or failure of electricity supply and infrastructure by any cause whatsoever from the national, regional, or private grid of South Africa to any household or business of the insured. The exclusion also extends to grid interruption or failure following any malicious damage or theft of electricity cables.

Fire Section

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 the buildings and structure, by

1. Fire
2. lightning or thunderbolt
3. Explosion
4. Such additional perils as are stated in the schedule to be included.

Definitions: The column references, referred to in the policy schedule of the insured refers to the undermentioned descriptive definitions:

Column Ref:		Definition:
Column 1	:	Buildings - Buildings constructed of brick, stone or concrete and roofed with slate tiles, metal, concrete, or asbestos, unless otherwise schedule, including landlord's fixtures and fittings therein and thereon, walls (except dam walls), gates, posts, and fences.
Column 2	:	Rent- The number of months' rent/rental value stated in the schedule.
Column 3	:	Plant and Machinery – Plant, machinery, landlords' fixtures, and fittings for which the Insured is responsible, All. Other Contents, excluding property more specifically insured and **Tennant's improvements.**
Column 4	:	Stock – Stock & materials in trade
Column 5	:	Miscellaneous as described in the schedule.

Specific exceptions

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

   Any damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be damage, which is not covered by this insurance, except to the extent that 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. Unless specifically included, this insurance does not cover.
   (i) damage to property occasioned by it undergoing any heating or drying process.
   (ii) damage to property which at the time thereof is insured by or would, but for the existence of this insurance, be insured by any marine policy(ies), except in respect of any excess beyond the amount which would have been payable under the marine policy(ies) had this insurance not been affected.
   (iii) loss of or damage to insured property kept in the open (not in a roofed building structure of standard conduction), unless so described and specifically insured as a separate item on the policy schedule.

Specific conditions

Average

If the property insured is, at the commencement of any damage to such property by any peril insured against, collectively of greater value than the sum insured thereon, then 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.

Additional perils (If stated in the schedule to be included)

It is understood and agreed that in respect of each additional peril's extension included in this insurance.

(a) all the exceptions and conditions applicable to this insurance shall apply as if they had been incorporated therein.
(b) for the purposes thereof any damage insured shall be deemed to have been caused by fire.

Earthquake extension

Damage caused by earthquake but excluding damage to property in the underground workings of any mine.

Special perils extension

Damage caused by

1. Storm, wind, water, hail, or snow excluding damage to property.
   (a) arising from it undergoing any process necessarily involving the use or application of water
   (b) caused by tidal wave originating from earthquake or volcanic eruption.
   (c) in the underground workings of any mine
   (d) in the open (other than building structures and Plant designed to exist or operate in the open)
   (e) in any structure not completely roofed
   (f) being retaining walls

d, e & f - Unless so described and -specifically insured as a separate item

2. aircraft and other aerial devices or articles dropped therefrom.
3. impact by animals, trees, aerial satellite dishes or vehicles excluding damage to such animals, trees, aerial satellite dishes or vehicles or property in or on such vehicles.

This extension does not cover.

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

Leakage extension

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

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 extension only, the following shall be substituted for the average condition hereinbefore expressed:

If the property insured is, at the commencement of any damage to such property by discharge or leakage, collectively of greater value than the sum insured thereon against fire damage, then the company shall be liable under this extension only for that proportion of the first loss limit as the sum insured against fire bears to the total value of such property and the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, to which this extension applies shall be separately subject to this clause.

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

Subsidence and landslip extension

Damage caused by subsidence or landslip.

Provided that the insured shall bear the first portion of each and every claim up to an amount calculated at 1% of the sum insured on the property or R500 whichever is the greater

This extension does not cover.

1. damage to drains, water courses, boundary walls, garden walls, retaining walls, gates, posts, or fences unless specifically insured.
2. damage caused by or attributable to
   (a) faulty design or construction of or the removal or weakening of support to any building situated at the insured premises.
   (b) workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises.
   (c) excavation on or under land other than excavations in the course of mining operations
3. consequential loss of any kind whatsoever except loss of rent when specifically insured under this section.

   in any action suit or other proceeding where the company alleges that, by reason of the provisions of these exceptions, any damage is not covered by this insurance, the burden of proving the contrary shall be upon the insured.

Malicious damage extension

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

1. movable property which is.
   (a) stolen
   (b) damaged in an attempt to remove it or part of it from any premises owned or occupied by the insured.
2. moveable or immoveable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by the insured.
3. Immoveable property owned or occupied by the insured occasioned by or through or in consequence of
   (a) the removal or partial removal or any attempt thereat of
   (b) the demolition or partial demolition or any attempt thereat of the said immoveable property or any part thereof with the intention of stealing any part thereof,
   (c) provided that this extension does not cover
      i. damage related to or caused by fire or explosion.
      ii. consequential or indirect damage of any kind or description whatsoever,
      iii. damage resulting from total or partial cessation of work or the retarding operation.
      iv. damage occasioned by permanent or temporary dispossession resulting from any lawfully constituted authority.
      v. damage related to or caused by any occurrence referred to in General exception 1 (A) (i) (ii) (iii) (iv) (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the company alleges that, by reason of proviso (a), (b), (c), (d) or (e). Loss or damage is not covered by this section, the burden of providing the contrary shall rest with the insured.

If any building insured or containing the insured property becomes unoccupied for 30 consecutive days, the insurance in respect of this section 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 initial unoccupancy of 30 consecutive days, the insured shall become a co-insurer with the company and shall bear a proportion of any damage equal to 20% of the claim before the deduction of any first amount payable.

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.

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

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

1. (a) The insured shall declare to the company in writing the market value of their stock and materials in trade on the last of each month/quarter (as stated in the schedule) and shall make such declaration within 30 days thereof, otherwise they shall be deemed to have declared the sum insured on such property as the market value thereof.

   (b) After each period of insurance, 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 shall differ 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,

2. Any claim hereunder shall be settled on the basis of the market value immediately anterior to the damage.

3. If, after the occurrence of damage, it is found that the amount of the last declaration is less than the amount that ought to have been declared, then the amount which would have been recoverable by 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.

4. 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.

5. The liability of the company shall not exceed the sum insured and premium shall not be receivable on values in excess thereof.

6. The above specific conditions shall apply separately to each item of the specification to which these stock declaration conditions apply.

Deterioration of Stock Extension (if stated in the schedule to be Included)

The cover provided under this extension covers loss of or damage to the insured property specified in the schedule caused by deterioration due to unforeseen physical loss of or damage to the machinery specified in the fire section and indemnifiable under the fire section in force on this policy. Provided that the liability of the company during any one year of insurance shall not exceed the limit of indemnity stated in the schedule in respect of each item specified.

The insurance by this section in respect of stock and/or materials in trade includes destruction and/or damage to such property which may be caused by a change in temperature, resulting from the total or partial disablement of the refrigeration plant by any peril insured for under the fire section of this policy, for an amount not exceeding **R 30 000.00** (as stated in the schedule) in respect of any one occurrence.

Provided that.

(a) At the time of the loss or damage the goods are stored in the refrigeration chambers.
(b) The stock insured under this section, shall exclude all stock listed within the insured stock records and stored within the refrigeration chambers, which has surpassed its “sell by date” or shelf life at the time of loss.

Exceptions applicable to this extension:

(a) All losses resulting from the failure to maintain the refrigeration plant or equipment is excluded.
(b) All losses that arise from the deliberate withholding of electricity supply or power by any municipal of recognised authority is excluded.
(c) All losses that arise from theft or attempted theft of stock is excluded.
(d) All losses resulting from the destruction of or damage or loss of the refrigeration plant or equipment (or part thereof) due to theft or attempted theft is excluded.
(e) All losses resulting from the wilful, wanton, or deliberate act of any principal partner or employee of the insured is excluded.

Public supply connections clause

This section is extended to cover 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,

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

During each period of insurance, the sum(s) insured under columns land/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 sums(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.

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.

Railway and any 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.

Reinstatement value conditions clause

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

Provided that.

1. the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to requirements of the insured subject to the liability of the company not being thereby increased) must be commenced and carried out with reasonable dispatch, otherwise no payment, beyond the amount which would have been payable if these reinstatement value conditions had not been incorporated herein, shall be made.
2. until expenditure has been incurred by the insured in replacing or reinstating the property, the company shall not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein.
3. If, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the insured property had been damaged, exceeds the sum insured thereon at the commencement of any damage to such property by a defined event, then the insured shall be considered as being their own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of this section (if more than one) to which these conditions apply shall be separately subject to this provision.
4. These conditions shall be without force or effect if.
   (a) the insured fail 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.
   (b) the insured are unable or unwilling to replace or reinstate the property on the same or another site.

Alternative replacement conditions (design capacity) clause

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

Provided that.

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

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 water way anywhere within the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, and Malawi

Provided that.

1. Unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, the liability of the company shall not exceed 15 % of the sum insured applicable to any item.
2. The amount payable under this clause shall not exceed the amount that would have been payable had the loss occurred on the part of the premises from which the property is temporarily removed.

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, if the company alleges that, by reason of proviso (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

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

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

Riot and strike extension

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

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

(ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (i) above.

Provided that this extension does not cover:

(a) loss or damage occurring in the Republic of South Africa and Namibia.

(b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.

(c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.

(d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

(e) loss or damage related to or caused by any occurrence referred to in General exception 1(A)(ii), (iii), (iv), (v)or(vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence,

If the company alleges that, by reason of proviso (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

Clauses, extensions, and warranties

Rent clause (If insured under column 2)

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 unattended during the term specified therein in consequence of damage by a defined event.

(i) 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.

(ii) Rent payable - the actual rent payable by the insured to the owner or landlord of the said premises.

(iii) 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 unattended during the whole of the aforesaid term, the company shall only be liable to pay such proportion of the amount payable as the period time during which the premises may remain un tenantable 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.

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.

All other contents clause

The term All Other Contents referred to in the definition of property under column 3 of the schedule, is 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 R5 000 for anyone individual in respect of property lost or damaged whilst on the insured's premises.

Limitations clause

The Company's liability under column 3 of the schedule is restricted in respect of

a) money and stamps to a limit of R5000
b) documents, manuscripts, business books, plans, computer systems records and media, designs, patterns, models, and moulds to the value of materials and sums expended in labour, limited to R 5000.

Alterations and miss description clause.

The insurance under this section shall not be prejudiced by any alteration or miss description 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 agree to pay additional premium if required.

Architects' and other professional fees clause

The insurance under columns 1 and 3 of the schedule includes professional fees (for estimates, plans, specifications, quantities, tenders, and supervision) necessarily incurred in the reinstatement or replacement of the property insured following damage by a defined event, but in no case exceeding 15 % 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.

Capital additions clause.

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

Cost of demolition and clearing and erection of hoardings clause

The insurance under this section includes costs necessarily incurred by the insured in respect of the demolition of buildings and machinery and/or the removal of debris (including stock debris) and in providing, erecting and maintaining hoardings required during demolition, site clearing and/or building operations following damage to the property insured by a defined event, provided that the total amount recoverable shall not exceed the sum insured on the property affected.

The company will not pay for any costs or expenses.

1. incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.
2. arising from pollution or contamination of property not insured by this policy/section.

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.

Mortgagee clause

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

Municipal plans scrutiny fee clause

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

Public authorities' requirements clause

The insurance under this section includes such additional cost of repairing or rebuilding the damaged property incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any act of parliament or ordinance of any provincial, municipal, or other local authority provided that.

1. the amount recoverable under this clause shall not include.
   (a) the cost incurred in complying with any of the aforesaid regulations.
      (i) in respect of damage occurring prior to granting of this clause
      (ii) in respect of damage not insured under this section
      (iii) under which notice has been served upon the insured prior to the happening of the damage?
      (iv) in respect of undamaged property or undamaged portions of property other than foundation (unless foundations are specifically excluded from this insurance) of that portion damaged
   (b) the additional cost that would have been required to make good the property damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations not arisen.
   (c) the amount of any rate, tax, duty, development or other charge or assessment arising from capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations.
2. the work of repairing or rebuilding must be commenced and carried out with reasonable dispatch and may be earned out! Wholly or partially upon another site (if the aforesaid regulations so necessitate) subject to the liability of the company under this clause not being thereby increased.
3. if the liability of the company under any item of this section apart from this clause shall be reduced by the application of any of the terms, exceptions, and conditions of this section, then the liability of the company under this clause in respect of any such item shall be reduced in like proportion.
4. The total amount recoverable under any item of this section shall not exceed the sum insured thereby.

Hot Work Clause

It is declared and agreed that the Insurers will not be liable to indemnify the Insured for loss or damage to property insured due to fire caused by “hot” work (welding/cutting/grinding or application of heat) unless the Insured has taken reasonable precautions to prevent the start and propagation of fire by means such as but not limited to: -

(a) fire breaks
(b) Isolating any combustible materials or liquids
(c) Provision of adequate fire-fighting equipment and the presence of an employee trained to use such equipment to extinguish fire.
(d) Inspection of hot work areas one hour after completion of such hot work

Geysers – Solar & Electrical (Where selected, specified or included in the Policy Sum Insured of the Property Insured)

It is declared and agreed that all Geysers and warm water collectors are limited to the following sums insured:

1. Electrical Geysers - R 12 500.00 Max (*Unless otherwise stated in the policy schedule)*
   a. *Subject to the Basic Fire Section Excess)*
   b. Resultant Damage Excess 10% of claim Minimum R 1000.00
   c. Resultant property damage to be covered in terms of the relevant section covered in terms of the policy, provided that sums insured are sufficient.

2. Solar Geysers - R 20 000.00 Max (*Unless otherwise stated in the policy schedule)*
   a. *Excess*
      i. *10% of the Claim Minimum Basic Fire Section Excess*

   b. *Increased limit (where selected and stated in the schedule) Maximum – R 50 000.00*
      i. *10% of the Claim Minimum R 5000.00*
      ii. Resultant Damage Excess 10% of claim Minimum R 1000.00
      iii. Resultant property damage to be covered in terms of the relevant section covered in terms of the policy, provided that sums insured are sufficient.

Solar Panels (Where selected, specified separately or included in the Policy Sum Insured of the Property Insured)
All solar panels insured are subject to the following conditions:

It is agreed and understood that a maintenance contract has to be in force during the period of insurance for this extension of the policy in respect of the items insured in terms of this extension. In order to enjoy full benefits of the cover; the following must be adhered to at all times:
a) A copy of the maintenance agreement must be forwarded to us.
b) Maintenance checks are to be done at a 6-monthly interval and confirmation thereof must be sent to our offices for our records.

Costs of such maintenance work are not insurable.
The Insurance Company will not indemnify the Insured in respect of losses or damages covered in terms of the Maintenance Contract.

All Solar Installations must be SANS-10142-1-2 Compliant and Follow SSEG – Standards (As amended from time to time)

Power Surge/ Lightning Strike & Electrical Irregularity Warranty

In the event of a valid claim in respect of any loss of or damage to property arising from electrical power supply fluctuation, the base cover is limited to R15 000.00 per policy with an applicable excess of 10% of the claim with a minimum of R1 500.00.
The insurance and limit provided is strictly subject to the installation and usage of "High Surge Protection Plug/Socket" fitted on the Outlet point to which the insured Asset is connected.

The insured will qualify for an automatic increased Sum Insured of R50 000 per event, per policy, subject to the installation of a Class 2 SANS/SABS approved Surge Protection Device (SPD) which is installed in the main electrical distribution board.
The minimum requirement must meet the following specifications:
1. All SPD's must be SANS 61643-1 approved and wired in terms of SANS 10142-1
2. All surge arrestors must have a disconnection mechanism with a visual indication showing "end-of-life", this can be with a mechanism flag or a light (red/green illuminating light indicator).
3. 40 kA (8/20) Class 2.

Accordingly, the Insurer(s) shall not be liable for and shall not indemnify the Insured should the property insured not be appropriately and adequately protected by a "SABS/SANS Surge Protection device (SPD) and/or Red Surge Protection Plug/Socket" as per above.
All protection against all electrical supply problems shall include a suitable low impedance earth connection, safeguarding the insured property against power surge and lightning related damages to insured property.

Cover will therefore be excluded unless the above preventative measures were implemented before the incident and the functionality of such devices is checked on a regular basis.

The excess applicable to the increased Sum Insured of R50 000 will be 10% of the claim with a minimum of R2 500.00.
The Insurer(s) shall not be liable for and shall not indemnify the Insured should the property/asset(s) insured not be appropriately and adequately protected as per the above Limits and conditions.

Cover is only applicable when the electrical power supply fluctuation is caused by an insured peril.

Fire Fighting Equipment Service Warranty:

It is hereby warranted that in order for the premises to be fully protected against fire and fire related losses, and in accordance with the Fire Protection Association of South Africa's Rules (FPA), that there are adequate Hose reels (FPA Rule TT34), Hydrants (FPA Rule TT35) and Portable Fire Extinguishing Appliances (FPA Rule TT37) where appropriate, which are strategically located within the insured premises.
Failure to comply with these conditions will result in there being no cover all fire and allied perils related losses.

All Fire Fighting Equipment must be kept in order and serviced annually by a qualified SAQCC - Certified Fire Technician. All the Fire Fighting equipment, fire escapes and the like, must comply with the local municipal by laws. All Fire Fighting equipment, fire hydrants, portable fire extinguishers and fire hose reels must be operated by adequately trained staff. The Firefighting equipment must be easily accessible to the trained staff and not be blocked with stock, rubble, equipment, and a minimum of a 1-meter-wide walkways must be maintained around all firefighting equipment.

(FPA Rules TT34, TT35, TT37 Details of these rules provided on request.)

Business Interruption Section

Defined events

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

(i) the fire section of this policy

(ii) the buildings combined section of this policy.

(iii) the office contents section of this policy

(iv) any other material damage insurance covering the interest of the insured.

but only in respect of perils insured under the fire section hereof (hereinafter termed Damage).

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

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

Specific conditions

1. The insurance under this section shall cease if the business is wound up or carried on by a liquidator or judicial Manager or is permanently discontinued, except with the written agreement of the company.

2. On the happening of any Damage in consequence of which a claim may be made under this section, the insured shall, in addition to complying with general conditions 6 and 7, with due diligence do and concur in doing and Permit to be done all things which may be reasonably practicable to minimize or check any interruption of or interference with 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 compiled with and, in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the company forthwith.

Item 1 Gross profit (difference basis)

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

(a) reduction in turnover and

(b) increase in cost of working.

and the amount payable as indemnity hereunder shall be.

(a) **In respect of reduction in turnover** the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall, in consequence of the Damage, fall short of the standard turnover.

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

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

Item 1 Gross profit (additions)

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

(a) reduction in turnover and

(b) increase in cost of working.

and the amount payable as indemnity hereunder shall be.

(a) **in respect of reduction in turnover** the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall, in consequence of the Damage, fall short of the standard turnover.

(b) **in respect of increase in cost of working** the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which, but for that expenditure, would have taken place during the indemnity period in consequence of the Damage but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided less any sum saved during the indemnity period in respect of such of the insured standing charges as may cease or be reduced in consequence of the Damage, provided that the amount payable shall be proportionately reduced if the sum insured in respect of gross profit is less than the sum produced by applying the rate of gross profit to the annual turnover where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 months.

Memo

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

Item 2 Gross rentals

The insurance under this item is limited to.

a) loss of gross rentals and

b) increase in cost of working.

and the amount payable as indemnity hereunder shall be.

(a) **in respect of loss of gross rentals,** the amount by which the gross rentals during the indemnity period shall in consequence of the Damage fall short of the standard gross rentals.

(b) **in respect of increase in cost of working** the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of gross rentals which, but for that expenditure, would have taken place during the indemnity period in consequence of the Damage, but not exceeding the amount of the loss of 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 gross rentals as may cease or be reduced in consequence of the Damage, provided that the amount payable shall be proportionately reduced if the sum insured in respect of gross rentals is less than the annual gross rentals where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual gross rentals where the maximum indemnity period exceeds 12 months.

Item 3 Revenue

The insurance under this item is limited to.

a) loss of revenue **and**
b) increase in cost of working.

and the amount payable as indemnity hereunder shall be.

(a) **in respect of loss of revenue,** the amount by which the revenue during the indemnity period shall, in consequence of the damage, fall short of the standard revenue.

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

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

Item 4 Additional increase in cost of working

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

Item 5 Wages (Number of week basis)

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

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

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

Item 6 Fines and penalties for breach of contract

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

Definitions

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

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

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

Gross rentals the money paid or payable to the insured by tenants in respect of rental of the premises for services rendered.

Gross profit (difference basis) The amount by which

1) the sum of the turnover and the amount of the closing stock shall exceed.

2) the sum of the amount of the opening stock and the amount of the uninsured costs.

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

Uninsured costs as specified in the schedule (the words and expressions used shall have the meaning usually attached to them in the books and accounts of the insured).

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

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

Insured standing charges as specified in the schedule (the words and expressions used shall have the meaning usually given to them in the books of account of the insured)

Standard turnover
Standard revenue

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

Annual turnover

Annual revenue

Annual gross rentals the turnover (revenue) (gross rentals) during the twelve months immediately before the date of the Damage

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

to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations or other circumstances affecting the business either before or after the Damage or which would have affected the business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage.

Note If the Damage occurs before the completion of the first year's trading of the business at the premises, the value of the bracketed terms shall be calculated byusing values proportionate to the results obtained during the period between the commencement of the business and the date of Damage

Memo

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

Extensions and clauses

Accountant's clause

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

Accumulated stocks clause

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

Departmental clause

If the business is conducted in departments or branches, the independent trading results of which are ascertainable, the provisions under items 1 (gross profit), 2 (gross rentals) or 3 (revenue) relating to reduction in turnover / gross rentals / revenue and increase in cost of working, shall apply separately to each department or branch affected by the Damage, except that if the sum insured by the relative item is less than the aggregate of the (annual gross rentals)(annual revenue) (sums produced by applying the rate of gross profit) for each department or branch, whether or not affected by the Damage, (to the relative annual turnover thereof) (proportionately increased if the number of months referred to in the definition of indemnity period exceeds twelve), the amount payable shall be proportionately reduced.

Deposit premium clause

In consideration of the premium by items 1,2 or 3 being provisional in that it is calculated on 75 per cent of the sum insured; the premium is subject to adjustment on expiry of each period of insurance as follows.

In the event of the gross profit/ gross rentals/ revenue earned (proportionately increased if the number of months referred to in the definition of indemnity period exceeds twelve) during the financial year most nearly concurrent with any period of insurance being less or greater than 75percent of the sum insured thereon, a pro/rata return or additional premium not exceeding 33 1/3 per cent of the provisional premium paid for such period of insurance will be made in respect of the difference.

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

Output (alternative basis) clause

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

Provided that.

(a) only the meaning of output or the meaning of turnover shall be operative in connection with any one event resulting in interruption.

(b) if the meaning of output be used

(i) the accumulated stocks clause shall be inoperative.

(ii) the memo at the end of the definitions shall read.

If, during the indemnity period, goods shall be manufactured or processed other than at the premises for the benefit of the business either by the insured or by others on behalf of the insured, the sale or transfer of such goods shall be brought into account in arriving at the output during the indemnity period.

Salvage sale clause

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

a) **In respect of reduction in turnover** the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period (less the turnover for the period of the salvage sale) shall, in consequence of the Damage, fall short of the standard turnover, from which sum shall be deducted the gross profit actually earned during the period of the salvage sale

Extensions to other premises

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

(a) Specified suppliers/ sub-contractors (if stated in the schedule to be included)
The premises of the suppliers and sub-contractors specified in the schedule. Cover is limited to the percentage stated in the schedule but not exceeding 50% of the underlying Business Interruption Sum Insured.

(b) Unspecified suppliers (if stated in the schedule to be included)
The premises of any other of the insured's suppliers, manufacturers or processors of components, goods, or materials, but excluding the premises of any public supply undertaking from which the insured obtains electricity, gas, or water subject to the limit stated in the schedule but not exceeding 10% of the underlying Business Interruption Sum Insured subject to a maximum of R20Million.

(c) Storage, transit, and vehicle
Property of the insured whilst stored or whilst in transit by air, road, rail, or inland waterway or being motor vehicles of the insured elsewhere than at premises in the occupation of the insured.

(d) Contract sites
Any situation not in the occupation of the insured where the insured is carrying out the contract.

(e) Prevention of access
Property within a 10km 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.

(f) Prevention of access extended cover (if stated in the schedule to be included) cover limited to 10%
Property within a 10km radius of the premises, destruction of or damage to which shall prevent or hinder the use of the premises or access thereto, whether the premises or property of the insured therein shall be damaged or not, specified in the schedule subject to stated limits but not more than 10% of the underlying Business Interruption Sum Insured.

(g) 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.

(h) Customers (if stated in the schedule to be included)
The premises of the customers specified in the schedule subject to the limit stated in the schedule but not exceeding 10% of the underlying Business Interruption Sum Insured subject to a maximum of R20 million.

(i) Public utilities insured perils only (if stated in the schedule to be included)
property at electricity generating stations, sub-stations or transmission networks, gasworks including the related gas distribution network, water purification plants, pumping stations, aqueducts and pipelines of an authority empowered by law to supply water, gas, or electricity for consumption by the public and which results in an interruption of water, gas, or electricity to the premises of the insured.

(j) Public telecommunications - insured perils only (if stated in the schedule to be included)
(i) property at the premises of any public authority which is empowered by law to supply a telecommunications facility to be insured.

(ii) the transmission facilities network of the public authority mentioned in (I)

Accidental damage (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 premise in respect of which payment has been made or liability admitted under defined event (i) of the accidental damage section of this policy (hereinafter termed Damage) provided that:

(a) the provision under any item of this section that the payment will be reduced proportionately if the amount insured by the item is not adequate, is deleted in respect of this defined event.

(b) the company shall not pay more than the sum insured stated in the schedule of the Accidental damage section for both this section and the Accidental damage section combined.

Buildings Combined Section

Defined Events

1. Damage by the perils described.

   a) in sub-section A to the buildings including all outbuildings thereto (constructed of brick, stone, concrete, or metal on metal framework and roofed with slate, tiles, metal, concrete or asbestos unless otherwise stated in the schedule) and sporting and recreational structures, landlord's fixtures and fittings therein and thereon, walls (except dam walls), gates, posts, fences and tarred or paved roads, driveways, paths, or parking areas.

   b) in sub-section B to public supply connections situate as stated in the schedule

2. Loss of rent as provided in sub-section C.

3. Legal liability as provided for in sub-section D.

Sub section A Property

1. Fire, lightning, thunderbolt, subterranean fire, explosion
2. Storm, wind, water, hail, or snow other than

   (a) that arising from it undergoing any process necessarily involving the use or application of water.
   (b) wear and tear or gradual deterioration
   (c) loss or damage
      (i) to retaining walls.
      (ii) caused or aggravated by
         - subsidence or landslip
         - the insured's failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimisation of any destruction or damage.

3. Earthquake

4. Aircraft and other aerial devices or articles dropped therefrom.

5. Impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes, vehicles, or property in or on such vehicles.

6. Theft (or any attempt thereat) accompanied by forcible and violent entry into or exit from such building. If any building insured or containing the insured property becomes unoccupied for 30 consecutive days, this 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 extension. During the period of the initial unoccupancy of 30 consecutive days the insured shall become co-insurer with the company and shall bear a rateable proportion of any damage equal to 20% of the claim before deduction of any first amount payable,

7. Accidental damage to sanitary ware, but the amount payable will be reduced by R250 for each and every such damage.

Specific conditions (not applicable to 7 above)

Average

If the property insured is, at the commencement of any damage to such property by any peril insured against, collectively of greater. value than the sum insured thereon, then the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to thiscondition.

Sub section B Public supply connections

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

Sub section C Rent

Loss of rent as a result of the property insured being so damaged by any of the perils specified as to be rendered un-tenantable (including partially un-tenantable) but only for the period necessary for reinstatement and for an amount not exceeding 25 per cent of the sum insured on the affected property. The basis of calculation shall be the rent payable immediately preceding the damage or its equivalent in rental value.

Sub section D Liability

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

The limit if indemnity

The amount payable inclusive of any legal costs recoverable from the insured by a claimant or any number of claimants and other costs expenses incurred with the company's consent for any one event or series of events with one original cause or source shall not exceeded the amount of **R1 000 000**

Specific exceptions (applicable to sub section D)

The company will not indemnify the insured under this sub-section in respect of

1. Injury or damage sustained by:
   (a) any member of the same household as the insured
   (b) any person employed by the insured under a contract of service or apprenticeship and arising directly from and in the course of such employment by the insured.
   (c) any other person resulting from the ownership of and use by or on behalf of the insured of mechanically propelled vehicles (except pedal cycles and lawnmowers)
2. Damage to property
   (a) (i) belonging to the insured
   (ii) in the custody or control of the insured or any employee of the insured
   (b) caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure.
3. Liability assumed by agreement unless liability would have attached to the insured notwithstanding such agreement.
   a) liability in respect of injury, damage, or loss of use of property directly or indirectly caused by seepage, pollution or contamination provided always that this exception shall not apply where such seepage, pollution or contamination is caused by a sudden, unintended, and unforeseen occurrence.
   b) the cost of removing, nullifying, or cleaning up seeping, pollution 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.
4. Fines, penalties, punitive, exemplary, or vindictive damages
5. Damages as stated here below.
   (a) damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the republic of South Africa, Namibia, Botswana, Lesotho, and Swaziland.
   (b) costs and expenses of litigation recovered by any claimant from the insured which are not incurred in and recoverable in the area described in 5(a) above.

Memoranda to sub-section D

1. Where more than one insured is named in the schedule, the company will indemnify each insured separately and not jointly and any liability arising between such insured shall be treated as though separate policies had been issued to each, provided that the aggregate liability of the company shall not exceed the limit of indemnity stated in theschedule.
2. Provided that the aggregate liability of the company is not increased beyond the limit of indemnity stated, the company will also indemnify as though a separate policy had been issued to each.
   (a) in the invent of the death of the insured, any personal representative of the insured in respect of liability incurred by the insured.
   (b) any partner or director or member or employee of the insured (if the insured so requests) against any claim for which the insured are entitled to indemnify under this insurance.
3. In respect of this sub-section only, General exception 1 is deleted and replaced by the following:
   This sub-section does not cover injury, damage or liability directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military, or usurped power.
4. If, at the time of any event giving rise to a claim under this sub-section, indemnity is also provided under any other insurance, this sub-section shall not be drawn into contribution with such other insurance except in respect of any excess over and above the amount payable by such other insurance.

Clauses, Extensions and Warranties

Subsidence and landslip extension to sub-section A (if stated in the schedule to be included)

The following peril is added to the perils applicable to sub-section A Property - Buildings as defined.

1. Damage caused by subsidence or landslip.
   a. Provided that 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 or R500.00 whichever is the greater.
2. For the purposes hereof, any damage insured shall be deemed to have been caused by subsidence or landslip, provided that this extension does not cover:
   a. damage to drains, water courses, boundary walls, garden walls, retaining walls, gates, posts, or fences unless specifically insured.
   b. damage caused by or attributed to
      i. faulty design or construction of, or the removal or weakening of support to, any building situated at the insured premises.
      ii. workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises.
3. Excavation on or under land other than excavations in the course of mining operations

4. Consequential loss of any kind whatsoever except loss of rent.

In any action suit or other proceeding where the company alleges that, by reason of provisions of this extension, any damage is not covered by this insurance, the burden of proving the contrary shall be upon insured.

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

if property within a 10km radius of the premises stated in the schedule is lost or damaged by a peril defined in sub-section A during theperiodofinsuranceandthispreventsorhinderstheuseoforaccesstothepropertyinsured by this section, the company will pay any loss of rent the insured may incur as a result thereof up to an amount exceeding 25 per cent of the sum insured on the affected property. The loss of rent calculation will be based on the rent payable immediately preceding the loss or damage or its equivalent rental value.

Security firms (applicable to sub-section D Liability)

Notwithstanding specific exception 3, 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.

Architects and other professional fees clause

The insurance under sub-section A includes professional fees (for estimates, plans, specifications, quantities, tenders, and supervision) necessarily incurred in the reinstatement or replacement of the property insured following damage by a defined event, but in no case exceeding 15 per cent of the amount payable in respect of such damage and provided that the total amount recoverable shall not exceed the sum insured on the property affected. The amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the insured's claim.

Capital additional clause.

The insurance under this section covers alterations, additions, and improvements (but not appreciation in value in excess of the sum(s) insured) to the property for an amount not exceeding15 percent of the sum insured thereon, it being understood that the insured undertake to advise the company each quarter of such alterations, additions, and improvements and to pay the appropriate additional premium thereon.

Cost of demolition and clearing and erection of boarding clause

The insurance under this section includes cost necessarily incurred by the insured in respect of the demolition of property insured and/or the removal of debris and in providing, erecting, and maintaining boarding 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.

1. Incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.
2. Arising from pollution or contamination of property not insured by this policy/ section.

Fire extinguishing charges clause

Any costs relating to the extinguishing or fighting of fire shall be deemed to be damage to 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.

Mortgagee clause

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

Municipal plans security fee clause

The insurance under this section includes municipal plans scrutiny fees, provided that the total amount recoverable under any item shall not exceed the sum insured on the property insured so affected.

Public authorities' requirements clause

The insurance under this section includes such additional cost of repairing or rebuilding the damaged property incurred solely by reason of the necessity to comply with building other regulations under, or framed in pursuance of, any act of parliament or ordinance of any provincial, municipal, or other local authority, providing that the amount recoverable under this clause shall not include.

1. the cost incurred in complying with any of the aforesaid regulations.

   (i) in respect of damage occurring prior to granting of this clause

   (ii) in respect of damage not insured by this section

   (iii) under which notice has been served upon the insured prior to the happening of the damage?

   (iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from this insurance) of that portion damaged.

   (b) the additional cost that would have been required to make good the property damaged to a condition equal to its condition when new, had the necessity to comply with any of the aforesaid regulations not arisen.

   (c) the amount of any rate, tax, duty, development or other charge or assessment arising from capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations.

2. The work of repairing or rebuilding must be commenced and carried out with reasonable dispatch and may be carried out wholly or partially upon another site (if the afore said regulations so necessitate) subject to the liability of the company under this clause not being thereby increased.

3. If the liability of the company under any item of this section apart from this clause shall be reduced by the application of any of the terms, exceptions, and conditions of this section, then the liability of the company under this clause in respect of any such item shall be reduced in like proportion.

4. The total amount recoverable under any item of this section shall not exceed the sum insured thereby.

Railway and any other subrogation clause

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

Reinstatement value conditions

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

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the company not being thereby increased) must be commenced and carried out with the reasonable dispatch, otherwise no payment beyond the amount which would have been payable if these reinstatements value conditions had not been incorporated herein shall be made.

2. Until expenditure has been incurred by the insured in replacing or reinstating the property, the company shall not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein.

3. If, at any time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the insured property had been damaged exceeds the sum insured thereon at the commencement of any damage to such property by a defined event, then the insured shall be considered as being their own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of this section (if more than one) to which these conditions apply shall be separately subject to this provision.

4. These conditions shall be without force or effect if,

   (a) the insured fails to intimate to 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.

   (b) the insured are unable or unwilling to replace or reinstate the property on the same or another site.

Temporary removal clause

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

provided that the amount payable under this clause shall not exceed that which would have been payable had the loss occurred on the premises from which the property is temporarily removed.

Tenant's clause

The company's liability to the insured shall not be affected by any act or omission on the part of 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.

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

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

At each renewal date, the insured shall notify the company of the sum(s) to the 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.

Malicious damage extension

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

1. Movable property which is.

   a) stolen

   b) damaged in an attempt to remove it or part of it from any premises owned or occupied by the insured.

2. Movable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by the insured.

3. Immovable property owned or occupied the insured occasioned by or through or in consequence of
   a) the removal or partial removal any attempt thereat of

   b) the demolition or partial demolition or any attempt thereat of the said immovable property or any part

   thereof with the intention of stealing any part thereof.

Provided that this extension does not cover

(a) loss or damage related to or caused by fire or explosion.
(b) consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured.

(c) loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.

(d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority.

(e) loss or damage related to or caused by any occurrence referred to in General exception 1 (A) (i), (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the company alleges that, by reason of proviso (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of providing the contrary shall rest on the insured.

If any building insured or containing the insured property becomes unoccupied for 30 consecutive day 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 un-occupancy of 30 consecutive days the insured shall become a co-insurer with the company and shall bear a proportion of any damage equal to 20% of the claim before deduction of any first amount payable.

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

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

1. Civil commotion, labour disturbances, riot, strike, or lockout.

2. The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (1) above:

Provided that this extension does not cover

(a) loss or damage occurring in the Republic of South Africa and Namibia.

(b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.

(c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.

(d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

(e) loss or damage related to or caused by any occurrence referred to in general exception 1 (A) (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the company alleges that, by reason of proviso (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

Geysers – Solar & Electrical (Where selected, specified or included in the Policy Sum Insured of the Property Insured)

It is declared and agreed that all Geysers and warm water collectors are limited to the following sums insured:

1. Electrical Geysers - R 12 500.00 Max (*Unless otherwise stated in the policy schedule)*
   a. *Subject to the Basic Fire Section Excess)*
   b. Resultant Damage Excluded hereunder, resultant property damage to be covered in terms of the relevant section covered in terms of the policy, if selected.

2. Solar Geysers - R 20 000.00 Max (*Unless otherwise stated in the policy schedule)*
   a. *Excess*
      i. *10% of the Claim Minimum Basic Fire Section Excess*

   b. *Increased limit (where selected and stated in the schedule) Maximum – R 50 000.00*
      i. *10% of the Claim Minimum R 1000.00*
      ii. Resultant Damage Excluded hereunder, resultant property damage to be covered in terms of the relevant section covered in terms of the policy, if selected.

Solar Panels (Where selected, specified separately or included in the Policy Sum Insured of the Property Insured)

All solar panels insured are subject to the following conditions:

It is agreed and understood that a maintenance contract has to be in force during the period of insurance for this extension of the policy in respect of the items insured in terms of this extension. In order to enjoy full benefits of the cover; the following must be adhered to at all times:
a) A copy of the maintenance agreement must be forwarded to us.
b) Maintenance checks are to be done at a 6-monthly interval and confirmation thereof must be sent to our offices for our records.

Costs of such maintenance work are not insurable.
The Insurance Company will not indemnify the Insured in respect of losses or damages covered in terms of the Maintenance Contract.

All Solar Installations must be SANS-10142-1-2 Compliant and Follow SSEG – Standards (As amended from time to time)

Power Surge / Lightning Strike & Electrical Irregularity Warranty

In the event of a valid claim in respect of any loss of or damage to property arising from electrical power supply fluctuation, the base cover is limited to R15 000.00 per policy with an applicable excess of 10% of the claim with a minimum of R1 500.00.
The insurance and limit provided is strictly subject to the installation and usage of “High Surge Protection Plug/Socket” fitted on the Outlet point to which the insured Asset is connected.
The insured will qualify for an automatic increased Sum Insured of R50 000 per event, per policy, subject to the installation of a Class 2 SANS/SABS approved Surge Protection Device (SPD) which is installed in the main electrical distribution board.
The minimum requirement must meet the following specifications:
1. All SPD’s must be SANS 61643-1 approved and wired in terms of SANS 10142-1
2. All surge arrestors must have a disconnection mechanism with a visual indication showing “end-of-life”, this can be with a mechanism flag or a light (red/green illuminating light indicator).
3. 40 kA (8/20) Class 2.

Accordingly, the Insurer(s) shall not be liable for and shall not indemnify the Insured should the property insured not be appropriately and adequately protected by a “SABS/SANS Surge Protection device (SPD) and/or Red Surge Protection Plug/Socket” as per above.
All protection against all electrical supply problems shall include a suitable low impedance earth connection, safeguarding the insured property against power surge and lightning related damages to insured property.
Cover will therefore be excluded unless the above preventative measures were implemented before the incident and the functionality of such devices is checked on a regular basis.
The excess applicable to the increased Sum Insured of R50 000 will be 10% of the claim with a minimum of R2 500.00.
The Insurer(s) shall not be liable for and shall not indemnify the Insured should the property/asset(s) insured not be appropriately and adequately protected as per the above Limits and conditions.

Cover is only applicable when the electrical power supply fluctuation is caused by an insured peril.

Fire Fighting Equipment Service Warranty:

It is hereby warranted that in order for the premises to be fully protected against fire and fire related losses and in accordance with the Fire Protection Association of South Africa's Rules (FPA), that there are adequate Hose reels (FPA Rule TT34), Hydrants (FPA Rule TT35) and Portable Fire Extinguishing Appliances (FPA Rule TT37) where appropriate, which are strategically located within the insured premises. Failure to comply with these conditions will result in there being no cover all fire and allied perils related losses.

All Fire Fighting Equipment must be kept in order and serviced annually by a qualified SAQCC - Certified Fire Technician. All the Fire Fighting equipment, fire escapes and the like, must comply with the local municipal by laws. All Fire Fighting equipment, fire hydrants, portable fire extinguishers and fire hose reels must be operated by adequately trained staff. The Firefighting equipment must be easily accessible to the trained staff and not be blocked with stock, rubble, equipment, and a minimum of a 1-meter-wide walkways must be maintained around all firefighting equipment.

(FPA Rules TT34, TT35, TT37 Details of these rules provided on request.)

Office Contents Section

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 R3 500 per person while contained in the offices and/ or consulting rooms situate as stated in the schedule (thereinafter 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

1. Fire, lightning, thunderbolt, subterranean fire, explosion
2. Storm, wind, water, hail, or snow excluding loss of or damage to property arising from it undergoing any process necessarily involved in the use or application of water.
3. Earthquake but excluding loss of or damage to property in the underground workings of any mine.
4. Aircraft and other aerial devices or articles dropped therefrom.
5. Impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals' trees, aerials, satellite dishes or vehicles or property in or on such vehicles.
6. Accidental breakage of mirror glass, plate glass tops to furniture or fixed glass forming part of any article of furniture

Limitations Limitation 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 sum expended in labour.

Specific condition

Average (not applicable to peril 6 above)

If the property insured is, at the commencement of any loss or damage to such property by any 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.

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 rendered uninhabitable, but only in respect of the period necessary for reinstatement. The indemnity under this sub-section shall not exceed 25 per cent of the sum insured or value (whichever is the lower) of all contents of the office premises affected.

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

Sub-section C Documents

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

Definition

The term documents shall mean.

Films, tapes, addressograph plates, books, records, maps, plans, drawings, abstracts, deeds, wills, mortgages, agreements, manuscripts, letters, certificates, documents and similar written, printed or otherwise inscribed papers and documents used by 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, drafts and any written order to pay a sum certain in money and any written evidence of indebtedness or obligation and all property carried or held as samples or for sale or for delivery after sale and computer software and computer data carrying media unless otherwise stated in the schedule

Limitations clause

The company's liability under this sub-section is limited to all costs, charges and expenses incurred by the insured in replacing or restoring such documents.

Specific exception (application to sub-section A)

This sub-section does not cover.

a) property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, and Malawi

b) designs, patterns, models, and 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 thereof, money, securities, stamps, jewellery, or precious stones.

c) the first 10% of the indemnifiable amount or R1 000 whichever is the greater if the loss or damage is due to power surges or lightning strikes.

Specific exception (applicable to sub-section C)

This sub-section does not cover.

(a) loss or damage caused by

(i) electric or electronic or magnetic injury, disturbance, or erasure of electronic or magnetic recordings except by lightning in which case the lightning loss or indemnifiable amount will be reduced by the greater of 10%of such amount of R1 000

(ii) vermin or inherent defect or by processing, copying or other work upon the documents.

(iii) the dishonesty of any principal, partner or director of the insured whether acting alone or in collusion with the others. This exception shall not apply to any director who is also an employee of the insured and whom the insured have the right at all times to govern, control and direct in the performance of his work in the service of the insured and in the course of the business.

(b) gradual deterioration or wear and tear

(c) costs involved in re-shooting films and videos and re-recording audio tapes.

Sub-section D Legal Liability Documents

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

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.

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 on all contents of the office premises affected.

Clauses and extensions Alterations Miss description clauses

The insurance under this section shall not be prejudiced by any alteration or miss description of occupancy whether due to the transfer of processes or machinery or by virtue of structural alterations, repairs to buildings, machinery, or plant, provided that notice is given to the Company as soon as practicable after such event and the insured agrees to pay additional premium if required.

Capital additions clause.

The insurance under this section covers alterations, additions, and improvements (but not appreciation in value in excess of the sums insured) to the property for an amount not exceeding 15 percent of the sum insured thereon, it being understood that the insured undertake to advise the company each quarter of such alterations, additions, and improvements and to pay the appropriate additional premium thereon.

Fire extinguishing charges clause

Any costs relating to the extinguishing or fighting of fire shall be deemed to be damage to 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.

Locks and keys clause

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

Provided that.

(i) the company's liability shall not exceed R 3 000 in respect of any one event.

(ii) the company shall not be liable for the first R250 of each and every event.

New and additional premises clause

If the insured occupies offices or consulting rooms other than those situated in the schedule in the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi, the insurance by this section shall apply as though such offices or consulting rooms were office premises within the meaning of this section.

Provided that.

(i) 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.

(ii) this clause shall not apply to any loss if and so far as the same otherwise insured.

Removal of debris clause

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

The company will not pay for any costs or expenses.

1. Incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.
2. arising from pollution or contamination of property not insured by this policy / section.

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 republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, and Malawi shall be deemed to be loss or damage happening while such property is contained in the office premises.

Temporary repairs and measures after loss clause

The insurance under this section is extended to include all reasonable costs and expenses incurred by 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 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

Tenant’s 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.

Replacement value condition

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

The replacement of the contents by similar property in a condition equal to but not better or more extensive than its condition when new

Or

The repair of the contents to a condition substantially the same as but not better than its condition when new

Provided that if at the time of replacement or repair, the sum representing the cost which would have been incurred in replacement if the whole of the contents had been lost, destroyed or damaged beyond repair exceeds the sum insured thereon at the time of the loss or damage, then the insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss accordingly

Malicious damage extension

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

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

Provided that this extension does not cover damage related to or caused by fire or explosion

(a) damage related to or caused by fire or explosion.

(b) consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent specifically insured.

(c) damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.

(d) damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

(e) damage related to or caused by any occurrence referred to in general exception 1 (A), (i) (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the company alleges that, by reason of proviso (a), (b), (c), (d) or (e), loss or damage is not recovered 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 thirty 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 un-occupancy of thirty consecutive days, the insures shall become a co-insurer with the company and shall bear a proportion of any damage equal to 20% of the claim before deduction of any first amount payable.

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

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

(i) civil commotion, labour disturbances, riot, strikes or lockout.

(ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (i) above.

Provided that this extension does not cover.

(a) loss or damage occurring in the Republic of South Africa and Namibia.

(b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.

(c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.

(d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

(e) loss or damage related to or caused by any occurrence referred to in general exception 1 (A) (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with any such occurrence.

If the company alleges that, by reason of proviso (a), (b), (c), (d), or (e), loss or damage is not covered by this sect on, the burden of providing the contrary shall rest on the insured.

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

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

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

Provided that.

(i) the company will not be liable under this extension for theft or attempted theft by any principal, partner, director, or employee of the insured.

(ii) the amount payable will be reduced by the first amount payable shown in the schedule for this extension.

(iii) the maximum amount payable will not exceed the sum insured shown in the schedule for this extension less its first amount payable.

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

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

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

Provided that.

(i) the amount payable will be reduced by the first amount payable shown in the schedule for this extension.

(ii) the maximum amount payable will not exceed the sum insured shown in the schedule for this extension less its first amount payable.

Memorandum

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

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

Power Surge / Lightning Strike & Electrical Irregularity Warranty

In the event of a valid claim in respect of any loss of or damage to property arising from electrical power supply fluctuation, the base cover is limited to R15 000.00 per policy with an applicable excess of 10% of the claim with a minimum of R1 500.00.
The insurance and limit provided is strictly subject to the installation and usage of “High Surge Protection Plug/Socket” fitted on the Outlet point to which the insured Asset is connected.
The insured will qualify for an automatic increased Sum Insured of R50 000 per event, per policy, subject to the installation of a Class 2 SANS/SABS approved Surge Protection Device (SPD) which is installed in the main electrical distribution board.
The minimum requirement must meet the following specifications:
1. All SPD’s must be SANS 61643-1 approved and wired in terms of SANS 10142-1
2. All surge arrestors must have a disconnection mechanism with a visual indication showing “end-of-life”, this can be with a mechanism flag or a light (red/green illuminating light indicator).
3. 40 kA (8/20) Class 2.

Accordingly, the Insurer(s) shall not be liable for and shall not indemnify the Insured should the property insured not be appropriately and adequately protected by a “SABS/SANS Surge Protection device (SPD) and/or Red Surge Protection Plug/Socket” as per above.
All protection against all electrical supply problems shall include a suitable low impedance earth connection, safeguarding the insured property against power surge and lightning related damages to insured property.
Cover will therefore be excluded unless the above preventative measures were implemented before the incident and the functionality of such devices is checked on a regular basis.
The excess applicable to the increased Sum Insured of R50 000 will be 10% of the claim with a minimum of R2 500.00.
The Insurer(s) shall not be liable for and shall not indemnify the Insured should the property/asset(s) insured not be appropriately and adequately protected as per the above Limits and conditions.

Cover is only applicable when the electrical power supply fluctuation is caused by an insured peril.

Fire Fighting Equipment Service Warranty:

It is hereby warranted that in order for the premises to be fully protected against fire and fire related losses and in accordance with the Fire Protection Association of South Africa’s Rules (FPA), that there are adequate Hose reels (FPA Rule TT34), Hydrants (FPA Rule TT35) and Portable Fire Extinguishing Appliances (FPA Rule TT37) where appropriate, which are strategically located within the insured premises. Failure to comply with these conditions will result in there being no cover all fire and allied perils related losses.

All Fire Fighting Equipment must be kept in order and serviced annually by a qualified SAQCC - Certified Fire Technician. All the Fire Fighting equipment, fire escapes and the like, must comply with the local municipal by laws. All Fire Fighting equipment, fire hydrants, portable fire extinguishers and fire hose reels must be operated by adequately trained staff. The Firefighting equipment must be easily accessible to the trained staff and not be blocked with stock, rubble, equipment, and a minimum of a 1-meter-wide walkways must be maintained around all firefighting equipment.

(FPA Rules TT34, TT35, TT37 Details of these rules provided on request.)

Accidental Damage Section

Defined events (I)

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

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

And

Notwithstanding general condition 2, this section shall not be called into contribution for any defined event for which more specific insurance has been arranged.

Specific exceptions

The company shall not be liable for

(a) any peril excluded or circumstances 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.

(b) more than the individual value of any item following 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.

(c) detention, confiscation, attachment, destruction or requisition by any lawfully constituted authority or other judicial process

(d) unexplained disappearance or shortage only revealed during or after an inventory or errors or omissions in receipts, payments, or accounting, or misfiling or misplacing of information.

(e) loss of or damage to insured property caused by

(i) any fraudulent scheme, trick, device, or false pretence practiced on the insured (or any person having custody of the insured property) or fraud or the dishonesty of any principal or agent of the insured.

(ii) overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure. This exception applies only to vessels, pipes, tubes, or similar apparatus.

(iii) breakdown, electrical, electronic and / or mechanical derangement

(iv) altering, bleaching, cleaning dyeing, manufacture, repair, restoring, servicing, renovating, testing or any other work thereon

(v) fault or defect in its design, formula, specification, drawing, plan, materials, workmanship or professional advice, normal maintenance, gradual deterioration, depreciation, corrosion, rust, oxidation or other chemical action or reaction, frost, change in temperature, expansion or humidity, fermentation or germination, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, pollution, change in colour, flavour, texture or finish or its own wear and tear.

(vi) denting, chipping, scratching, or cracking not affecting the operation of the item.

(vii) termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions, the action of light

(f) settlement or bedding down, ground heave or cracking of structures or the removal or weakening of support to any insured property.

(g) (i) loss of or damage to chemicals, oils, liquids, fluids, gases, or fumes, due to leakage or discharge from its container

(ii) loss or damage resulting from leakage or discharge of chemicals, oils, fluids, gases, or fumes

(h) failure of and/or the deliberate withholding and / or lack of supplies of water, steam, gas, electricity, fuel, or refinement

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

Definition

Insured property

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

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

(b) furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art.

(c) property in transit by air, inland waterway, or sea

(d) railway locomotives, rolling stock and other railway property, aircraft, watercraft, mechanically or electrically propelled vehicles, motorcycles, mobile plant, caravans, and trailers.

(e) standing or felled trees, crops, animals, land (including topsoil, backfill drainage and culverts), driveways, pavements, roads, runways, dams, reservoirs, canals, pipelines (external to the premises), tunnels, cables (external to the premises), cableways, bridges, docks, jetties, wharves, piers, excavations, property below the ground or explosives.

(f) electronic data processing equipment and external data media (punch cards, tape discs and the like) and the information they contain.

(g) property in the course of construction, erection or dismantling including materials or supplies related thereto.

(h) property in the possession of customers under lease, rental, credit, or suspensive sale agreements

(i) glass, china, earthenware, marble and other fragile or brittle objects unless stated in the schedule to be insured.

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

Accidental physical loss 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.

Clauses and extensions Restricted cover clause

The insurance in respect of documents, manuscripts, business books, plans, designs, patterns, models, moulds, and computer system records are 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.

Additional costs clause

In respect of buildings, plants and machinery insured, the sum insured include.

(a) any costs incurred, due to the necessity to comply with building or other regulations of any public authority, in repair or reinstatement following an insured event provided that such costs do not include.

(i) anything for which notice had been served on the insured prior to the insured event.

(ii) anything connected with undamaged property or undamaged portions of property.

(iii) rates, taxes, duties, development, and other charges payable under the said regulations due to capital appreciation of the insured property

(b) fees for the examination of municipal or other plans

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

(d) the professional fees of architects, quantity surveyors and other consultants and the sum insured on all insured

property includes.

(e) charges levied by any authorized fire brigade for their services.

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

Further, the company shall not be liable under (c) for any costs or expenses.

(i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.

(ii) arising from pollution or contamination of property not insured by this policy/section.

Mortgagees' clause

From the date of notification, the company accepts the interest of a mortgagee or others with an insurable interest in the insured property and will not prejudice such interest due to the act or omission of the mortgagor without the mortgagee's knowledge, provided that the mortgagee advises the company as soon as such act or omission comes to his knowledge and agrees to be responsible for any additional premium resulting from the company assuming any increased hazard.

Railway and any 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.

Tenant's clause

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

Memoranda

1. Average (if stated in the schedule to be included)

   If, on the occurrence of an insured event, the value of the insured property is greater than the sum insured thereon the insured shall be considered his own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

   Each item, if more than one, shall be separately subject to this memorandum.

2. Excluded property (if stated in the schedule to be included)

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

3. Reinstatement (if stated in the schedule to be included)

   The basis upon which the amount payable is to be calculated following an insured event to buildings, plant and machinery shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to nor more extensive than such insured property when new, provided that.

   (a) the work of replacement or reinstatement (which may be carried out on another site and in any manner suitable to requirements of the insured subject to the liability of the company not being thereby increased) must be commenced and carried out with reasonable dispatch otherwise no payment beyond the amount that would have been payable if this memorandum had not been incorporated in this section shall be made.

   (b) the company shall not be liable for any payment beyond the amount that would have been payable if this memorandum had not been incorporated in this section, until expenditure has been incurred by the insured in replacing or reinstating the loss or damaged insured property.

   (c) If, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the insured property had been lost or damaged exceeds the sum insured thereon on the occurrence of an insured event, the insured shall be considered his own insurer for the difference and shall bear a rateable share of loss accordingly. Each item, if more than one, to which this memorandum applies shall be separately subject to this provision.

   (d) this memorandum shall not apply if.

      (i) the insured fail to intimate to the company within six months of the insured event or such further time as the company may allow in writing their intention to replace or reinstate the lost or damaged insured property.

      (ii) the insured are unable or unwilling to replace or reinstate the lost or damaged insured property on the same or another site.

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

If, at the time of any loss or damage arising, the total value of the property described by each item does not exceed the sums stated in the schedule then this insurance shall be declared free of average, but if the total value of such property shall be greater than the aforementioned sums, the insured shall be considered as being their own insurer for the difference and the company shall be liable only for such proportion of the first loss sum insured as the aforementioned sums shall bear to the total value not exceeding in all the total sum insured by each item.

Accounts Receivable

Defined events

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

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.

Specific exceptions

The company will not pay for.

(a) loss resulting from loss or damage to the books of account or other business books or records caused by.

- (i) wear and tear or gradual deterioration or moths or vermin
- (ii) detention, seizure, or confiscation by any lawfully constituted authority
- (iii) electrical or electronic or magnetic injury, disturbances, or erasure unless the insured maintains the duplicate records referred to in the duplicate records clause of this section, in which case the insured will be responsible for the first R500 of each and every loss.

(b) loss caused by fraud or dishonesty of any principal, director, partner, or employee of the insured.

Specification

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

(i) the difference between

- (a) the outstanding debt balances.

And

- (b) the total of the amounts received or traced in respect thereof.

plus

(ii) the additional expenditure incurred in tracing and establishing customer's debit balances after the damage.

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

Definitions

Outstanding debit balances

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

(a) bad debts

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

And

(c) any abnormal condition of trade which had or could have had a material effect on the business.

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

Clauses and memoranda

Declarations

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.

Adjustment

In consideration of the premium under this section being provisional that it is calculated on 75 percent of the sum insured. The premium will be adjusted as follows,

On the expiry of each period of insurance, the actual premium shall be calculated at the rate 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 each repayment shall not exceed 33.3% 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 purpose of this memorandum only, the insured shall be deemed to have declared such sum insured.

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

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

(i) civil commotion, labour disturbances, riot, strike, or lockout.

(ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (I) above.

Provided that this extension does not cover

(a) loss or damage occurring in the Republic of South Africa and Namibia.

(b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.

(c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.

(d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

(e) loss or damage related to or caused by any occurrence referred to in general exception 1 (A) (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the company alleges that, by reason of provisions (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

Accountant's 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, maybe 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.

Duplicate records (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 origins.

Protections (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 strong room outside business hours unless they are being worked on or are required for immediate reference.

Transit extensions (if stated in the schedule to be included)

The insurance under this section includes loss as defined 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.

Theft Section

Defined events

Loss of or damage to all contents (the property of the insured or for which they are responsible) of any insured building at the insured premises described in the schedule as a result of theft accompanied by forcible and violent entry into or exit from such building or any attempt thereat or as a result theft, or any attempt thereat, following violence or threat of violence.

Extensions

1. The insurance under this section extends to cover loss of or damage to the property insured.

   (a) caused or accompanied by
   - (i) a thief or thieves being concealed upon the insured premises before close of business.
   - (ii) entry to and /or exit from the premises being affected by use of a skeleton key or other similar device (excluding a duplicate key) provided that the insured shall established to the satisfaction of the company that such a skeleton key or device was used.

   (b) whilst in a building at any additional premises used by the insured provided that
   - (i) such additional premises are advised to the company within 30 days from the time the risk attaches to the company.
   - (ii) an additional premium, if any, is said.
   - (iii) the company's liability in respect of this extension shall not exceed 50% of the highest amount stated in the schedule applicable to anyone premises.

2. In addition to the limit of indemnity stated in the schedule

   (a) the insurance under this section includes.
   - (i) damage to the buildings (including landlord's fixtures and fittings) at the insured premises in the course of theft or any attempt thereat.
   - (ii) loss of buildings, landlord's fixtures, and fittings at the insured premises as a result of theft accompanied forcible and violent entry into or exit from such building or any attempt thereat or as a result of theft, or any attempt thereat, following violence or threat of violence.

   (b) the company will reimburse the insured all reasonable costs and expenses in affecting 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 shall not exceed the greater R5 000, or the amount stated in the schedule in respect of any one event.

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

   Provided that.

   (a) the company's liability shall not exceed R3 000 in respect of any one event.

   (b) the company shall not be liable for the first R250 of each and every event.

4. The term all contents includes personal effects, tools, and pedal cycles the property of the insured or any principal, partner, director, or employee of the insured in so far as such property is not otherwise insured to an amount of R2 500 in the case of any one person.

Limitations

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

Specific exceptions

The company shall not be liable for

1. loss or damage which can be insured under a fire policy except in the case of explosion caused in an attempt to effect entry.

2. loss or damage insurable under a glass insurance policy

3. Property more specifically insured or, unless specified in the schedule, cash, bank and currency notes, postal orders, money orders current negotiable stamps and documents or certificates of a negotiable nature.

4. Loss or damage in which any principal, partner, director, or any member of the insured's household or any of the insured's employees is concerned as principal or accessory.

Specific conditions

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

2. In respect of any premises stated in the schedule to be subject to this condition at which a burglar alarm is installed it is a condition precedent to the liability of the company and warranted that

(a) 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).

(b) loss or damage to the property following the use of keys, the keypad control or remote control of the burglar alarm or any duplicate thereof belonging to the insured unless such keys, keypad code or remote control have been obtained by violence or threat of violence to any person or such keys, keypad code or remote control was obtained by theft.

(c) Unless specified stated to the contrary, all buildings on the premises are protected by the alarm and it is further warranted that:

1. Where the alarm is an approved certified burglar alarm

The company shall be entitled to request full information of the relevant arming and disarming log after the occurrence of a loss.

Or

2. Where the installed alarm is not an approved certified burglar alarm

2.1 The said alarm is to be a dual monitoring where available (for the purpose of this requirement dual monitoring shall mean that after the alarm is triggered a signal will be transmitted by two different methods to the control room of the company monitoring the alarm)

2.2 If the company which installed the said alarm system operates an armed reaction unit, the contract for the said alarm shall include the armed reaction unit's services, where available

2.3 The control panel shall have an event log and the arming and disarming of the alarm is to be logged and after the occurrence of a loss, the company will be entitled to request full information of the relevant log.

2.4 Such alarm will be maintained in proper working order, but the insured shall be deemed to have discharged their liability in this regard if they have maintained their obligations under the contract with the suppliers or service engineers of the alarm system.

Money Section

Defined events

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

Provided that 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.

Definitions

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

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

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

Extensions

1. Receptacles and clothing

In addition to any payment in respect of a defined event, the company will indemnify the insured in respect of receptacles and clothing (as defined) lost or damaged as a result of theft of money or attempted theft of money, provided that the company's liability under this extension in respect of clothing shall not exceed R2 000, and in respect of receptacles, the amount stated in the schedule or R 2000 whichever is the greater.

2. Locks and keys

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

Provided that.

(i) the company's liability shall not exceed R2000 in respect of any oneevent.

(ii) the company shall not be liable for the first R200 of each and every event.

3. Riot and strike extension (if stated in the schedule to be included)

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

(i) civil commotion, labour disturbances, riot, strike, or lockout.

(ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (i) above.

provided that this extension does not cover

(a) loss or damage occurring in the Republic of South Africa and Namibia.

(b) consequential or indirect loss or damage of any kind or description whatsoever.

(c) loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.

(d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

(e) loss or damage related to or caused by any occurrence referred to in general exception 1 (a), (ii). (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with such occurrence.

If the company alleges that, by reason of provisos (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

4. Skeleton keys

The insurance under this section extends to cover loss of or damage to the property insured caused or accompanied by entry to receptacles by use of a skeleton key or other similar device (excluding a duplicate key) provided that the insured shall establish to the satisfaction of the company that a skeleton key or device was used.

5. Personal accident (assault) extension (if stated to be included)

The term "defined events" in the money section shall be deemed to include bodily injury, caused by accidental, violent external and visible means as a result of theft, or any attempt thereat, to the insured or to any principal, partner, director or employee of the insured (hereinafter in this extension referred to as such person) while such person is acting in the course of his duties in the insured's employ.

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

1. Death	**the capital sum**
2. Permanent disability as follows	**the percentage of the capital sum specified.**

		Percentage of capital sum
(a)	loss by physical separation at or above the wrist or ankle of one or more limbs	100
(b)	permanent and total loss of	
	whole eye	100
	sight of eye	100
	sight of eye except perception of light	75
(c)	permanent and total loss of hearing	
	both ears	100
	one ear	25
(d)	permanent and total loss of speech	100
(e)	injuries resulting in permanent total disability from following usual occupation or any other occupation for which such person is fitted by knowledge or training	100
(f)	loss of four fingers	70
(g)	loss of thumb	
	both phalanges	25
	one phalanx	10
(h)	loss of index finger	
	three phalanges	10
	two phalanges	8
	one phalanx	*4*
(i)	loss of middle finger	
	three phalanges	6
	two phalanges	*4*
	one phalanx	2
(j)	loss of ring finger	
	three phalanges	5
	two phalanges	4
	one phalanx	2
(k)	loss of little finger	
	three phalanges	4
	two phalanges	3
	one phalanx	2
(l)	loss of metacarpals	
	first or second (additional)	3
	third, fourth or fifth (additional)	2
(m)	loss of toes	
	all on one foot	30
	great, both phalanges	5

great, one phalanx..... 2
other than great, if more than one toe lost, each..... 2

3. In the case of **total and absolute incapacity** from following usual business or occupation the weekly sum specified in the schedule shall be payable

4. The reasonable expenses incurred, up to the sum specified in the schedule, shall be payable in respect of medical, surgical, dental nursing home or hospital treatment (including the cost of artificial aids and prostheses and the costs and expenses incurred in emergency transportation of freeing such person if trapped or bring such person to a place of safety) incurred within 24 months of the defined event.

Memoranda (applicable to permanent disablement benefits)

a. Where the injury is not specified the company will pay such sum as in its opinion is consistent with the above provisions.

b. Permanent total loss of use of part of body shall be considered as loss of such part.

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

Provided that.

(i) the company shall not be liable to pay in respect of anyone such person more than the capital sum plus the sums specified under items 3 and 4.

(ii) the sum specified under item 3 shall be payable only for the duration of the incapacity of such person and shall not be payable formorethan104weeksandsuch 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.

(iii) compensation payable under item 4 shall be reduced by an amount equal to the compensation received or receivable under any workmen's compensation enactment in respect of any treatment for which compensation is payable under item 4.

(iv) this extension shall not apply to any such person under 15 or over 70 years of age.

(v) 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 compiled with to its satisfaction.

(vi) general exception 2 and general conditions 2 and 9 do not apply to this extension.

(vii) in respect of this extension only general exception 1 is deleted and replaced by the following:

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

Extensions to the personal accident (assault) extension

1. Bodily injury shall be deemed to include injury caused by starvation, thirst and / or exposure to the elements directly or indirectly resulting from such person being the victim of theft or any attempt thereat.

2. In the event of disappearance of any such 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 such person, the company will, for the purpose of the insurance afforded by this extension, presume his death provided that if after the company shall have made payment hereunder in respect of such person's presumed death, he is found to be alive, such payment shall forthwith be refunded by the insured to the company.

Specific extensions

The company shall not be liable for loss of or damage to money.

(1) arising from dishonesty of any principal, partner, director, or persons in the employ of the insured not discovered within14 working days of the occurrence thereof.

(2) arising from shortage due to error or omission.

(3) arising from the use of keys to any safe or strong room unless thekeys,

(a) are obtained by violence or threats of violence to any person.

(b) are used but the key holder or some other person with the collusion of the key holder and the insured can prove to the satisfaction of the company that the key holder or such other person had used the keys to open the safe or strong room.

(4) in an unlocked safe or strong room whilst the portion of the premises containing such safe or strong room is unattended, but this exception will not apply if it can be shown to the satisfaction of the company that the key holder to the safe strong room deliberately left it unlocked with the intention of allowing the money to be stolen.

(5) not contained in a locked safe or strong room whilst the portion of the premises containing such money is unattended, but this

exception will not apply if it can be shown to the satisfaction of the company that the person(s) responsible for the money deliberately left it outside the safe or strong room with the Intention of allowing it to be stolen.

(6) in any vehicle being used by the insured unless a principal, partner, director, or employee of the insured is actually in such vehicle or, if not in such vehicle, is within 5 meters of it in a position from which the vehicle is clearly visible. This exception shall not apply following an accident involving such vehicle rendering the said person incapacitated.

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

Memoranda

1. Loss or damage to money as insured under this section arising from dishonesty of any principal, partner, director, or person in the employ of the insured (such person), as defined under this section, shall be subject to the following compulsory First Amount Payable clause.

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

   1. 2% of the applicable limit under defined events plus
   2. a further amount of 10% of the net amount payable after deduction of the 2% specified in (a) above.

2. The company shall not be liable under this section of the policy in respect of loss or damage arising from any event in respect of which a claim is payable or would be payable but for any first amount payable or co-insured clause under the fidelity section of the policy or any other fidelity insurance.

Public Liability Section - (Claims Made Basis)

Defined events

Damages which the insured shall become legally liable to pay consequent upon accidental death of or bodily injury to or illness of any person (hereinafter termed injury), or accidental loss of or physical damage to tangible property (hereinafter termed damage) which occurred in the course of or in connection with the business within the territorial limits 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 limits of indemnity

The amount payable, inclusive of any legal costs recoverable from the insured by claimant or any number of claimants and all other costs and

Expenses incurred with the company's consent for any one event or series of events with one original cause or source, shall not exceed the limit of indemnity stated in the schedule.

Territorial limits

Anywhere in the world but not in connection with

(i) any business carried on by the insured at or from premises outside or

(ii) any contract for the performance of work outside

the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, and Malawi.

Specific exceptions

The company will not indemnify the insured in respect of

1. liability consequent upon injury to any person employed by the insured under a contract of service or apprenticeship and arising from and in the course of such employment by the insured.
2. damage to
   (a) (i) property belonging to the insured
   (ii) property in the custody or control of the insured or any employee of the insured
   (b) that part of any property on which the insured are or have been working if such damage results directly from such work.
3. Liability consequent upon injury or damage
   (a) caused by or through or in connection with any advice or treatment of a professional nature (other than first aid treatment) given or administered by or at the direction of the insured.
   (b) 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
   (c) caused by or through or in connection with
      (i) the refuelling of aircraft
      (ii) the ownership, possession, maintenance, operation or use of aircraft or an airline
      (iii) the ownership, hire or leasing of any airport, airstrip, or helicopter pad.
   (d) 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.
   (e) occurring after the completion and handing over of any work and caused by or through or in connection with any defect or error in or omission from such work.
4. damage caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure.
5. liability assumed by agreement (other than under the insured's own standard conditions of contract) unless liability would have attached to the insured notwithstanding such agreement.

6. (a) liability in respect of injury, damage, or loss of use of property directly or indirectly caused by seepage, pollution, or contamination, provided always that this exception shall not apply where such seepage pollution or contamination is caused by a sudden, unintended, and unforeseen occurrence

   (b) the cost of removing, nullifying, or cleaning up seeping, polluting, or contaminating substances unless

   the seepage, pollution or contamination is caused by a sudden unintended and unforeseen occurrence.

   This exception shall not extend the policy to cover any liability which would not have been insured under this policy in the absence of this exception.

7. fines, penalties, punitive, exemplary, or vindictive damages

8. (a) damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of Competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho, and Swaziland

   (b) costs and expenses of litigation recovered by any claimant from the insured which are not incurred in and recoverable in the area described in 8(a) above

9. Any claim arising from an event known to the insured.
   (a) which is not reported to the company in terms of General condition 6.
   (b) prior to inception of this section

10. any claim (in the event of cancellation or non-renewal of this section) not first made in writing against the insured within

    the 48-month period (or extended period in respect of minors) as specified in specific condition 2.

11. The first mount payable.

    The insured shall be responsible for the first amount payable as stated in the schedule in respect of any one claim or number of claims arising from all events of a series consequent upon or attributable to anyone 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.

Memorandum

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

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

Specific conditions

1. Any claim first made in writing against the insured as a result of a defined event reported in terms of General condition 6 (hereinafter termed reported event) shall be treated as if it had first been made against the insured on the same day that the insured reported the event to the company.

2. In the event of cancellation or non-renewal of the policy,

   (a) any claim resulting from a reported event, first made in writing against the insured during the 48 months immediately following cancellation or non-renewal shall be treated as having been made against the insured on the same day that the insured reported the event. If the claimant is a minor; the period of 48-months will be extended until the expiry of 12 months after the attainment of majority by the claimant.

   (b) the insured may report an event in terms of General condition 6 to the company for up to15 days after cancellation or non- renewal, provided.

      (i) such event occurred during the period of insurance.

      (ii) any subsequent claim first made in writing against the insured as a result of such event shall be treated as if it had first been made on the last day preceding cancellation or non-renewal and is subject to the 48-month period specified in 2 (a) above.

3. Any series of claims made against the insured by one or more than one claimant during any period of insurance consequent upon one event or series of events with one original cause or source shall be treated as if they all had first been made against the insured.

   (a) on the date that the event was reported by the insured in terms of General condition 6 or

   (b) 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.

Extensions

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

Provided that.

(a) this option may only be exercised in the event of the company cancelling or refusing to renew this section.

(b) this option must be exercised by the insured in writing within 30 days of cancellation or non-renewal.

(c) once exercised, the option cannot be cancelled by either the insured or the company.

(d) the insured has not obtained insurance equal in scope and cover to this section as expiring.

(e) 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.

(f) 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.

(g) 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 precedingcancellation or non-renewal.

(h) any claim made, following a reported event during the extended reporting period, which is first made against the insured in writing more than 48 months after the last day preceding cancellation or non-renewal shall not be subject to indemnification by this extension. If the claimant is a minor, the period of 48 months is extended until the expiry of 12 months after the attainment of majority by the claimant.

Additional insured

The company will also, as though a separate policy had been issued to each, indemnify.

(a) in the event of the death of the insured, any personal representative of the insured in respect of liability incurred by the insured.

(b) any partner or director or employee of the insured (if the insured so requests) against any claim for which the insured is entitled to indemnity under this insurance.

(c) to the extent required by the conditions of any contract (and notwithstanding Specific exception 5), and in connection with any liability arising from the performance of the contract, any employer named in any contract entered into by the insured for the purposes of the business.

(d) in respect of the activities of any social or sports club, welfare organization, first aid, fire or ambulance service, canteen, or the like, belonging to or formed by the insured for the benefit of their employees.

(i) any officer or member thereof

(ii) any visiting sports team or member thereof provided that.

(1) the aggregate liability of the company is not increased beyond the limits of indemnity stated in the schedule.

(2) any person or organization to which this extension applies is not entitled to indemnity under any other policy.

(3) the indemnity under (a), (b) and (c) applies only in respect of liability for which 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.

Security Firms

Notwithstanding specific exception 5, if in terms of a contract with a security firm engaged to protect the insured's property in the course of the business of the insured stated in the schedule or persons, the insured becomes legally liable for the acts to 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.

Cross liabilities

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

Tool of trade

Specific exception 3(b) shall not apply to the operation as a tool of any vehicle or plant forming part of such vehicle or attached thereto, provided that 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.

Employees' and visitors' property

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

Liability by agreement

Notwithstanding the provisions of specific exceptions 2(a) (ii), 3(b) and 5, this section extends to indemnify the insured.
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.
against liability arising from loss of or damage to property belonging to Transnet while in the insured's custody or control
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.

Unattached trailers

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

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

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

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.

Car parks

Notwithstanding the provisions of specific exception 2(a)(ii), 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.

Tenant's liability

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

Products liability (if stated in the schedule to be included)

Notwithstanding anything to the contrary contained in specific exception 3(d), 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 anyone (annual) period of insurance, shall not exceed in the aggregate the limit of indemnity for this extension stated in the schedule.

Additional specific exceptions (applicable to products liability extension)

This extension does not cover liability.

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

(ii) 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.

(iii) (a) arising from defective or faulty design, formula, plan, or specification, but if the insured is a retailer this specific exception (iii) does not apply if the insured's activities are wholly restricted to sales, distribution and/or marketing (including any marketing advisory service accompanying the products) of the product and the insured's activities do not include final preparation which means repackaging, packing, labelling, clearing or provision of operating instructions prior to sale to the insured's original customers, nor include any enhancement, amendment, or alteration to the product.

(b) arising from inefficacy or failure to conform to specification, unless such inefficacy or failure is due to negligence in the following of such specification

(iv) arising from goods or products intended to be installed and installed in or intended to form part of and forming part of an aircraft.

(v) 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.

(vi) Products Liability in respect of the manufacturers and manufacturing of automobiles, busses, motorcycles and/or trucks including suppliers manufacturing all parts vital to the functionality of automobiles, busses, motorcycles and or trucks.

Defective workmanship liability (If stated in the schedule to be included)

Specific exceptions 2(b) and 3(e) 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 anyone (annual) period of insurance, shall not exceed in the aggregate the limit of indemnity for this extension stated in the schedule.

Additional specific exceptions (applicable to defective workmanship liability)

This extension does not cover liability.

(i) for the cost of rectifying or recalling defective work

(ii) arising from inefficacy of such work or because the work did not produce the result anticipated or claimed.

(iii) arising prior to the handing over of such work

(iv) arising from defective design

(v) arising from any work on any aircraft or part thereof.

(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 expense 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.

(I) 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

(ii) 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.

(iii) 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. 40 of 1958 (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),

Wrongful arrest and defamation (If stated in the schedule to be included)

The defined events are extended to include damages.

(i) resulting from wrongful arrest (including assault in connection with such wrongful arrest)
(ii) in respect of defamation
provided always that the limits of indemnity as stated shall not exceed R50 000 under each of (i) and (ii) and R100 000 in anyone (annual) period of insurance.

E.C. 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 extensions) which results from goods or products exported to any European Community (E.C.) country or any European Free Trade Associations (E.F.T.A.) country.

1. Specific exceptions 8(a) and 8(b) 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 E.C. or E.F.T.A.

2. In respect of these goods or products (other than raw materials), the insured shall
   (a) 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.
   (b) 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 of10 years after the goods or products were first put into circulation.
3. The information mentioned in 2, together with all supporting documentation, shall be made available to the company or their nominee at any time on request.
4. In respect of this indemnity, the insured shall be responsible for the first amount payable shown in the schedule for this extension.

Employers Liability Section

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 dare 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.

Territorial limits

Anywhere in the world but not in connection with

i. any business carried on by the insured at or from premises outside or

ii. any contact for the performance of work outside

the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, and Malawi.

Specific exceptions

This section does not cover.

(a) liability assumed by 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.

(b) liability for disease or impairment attributable to a gradually operating cause which does not arise from a sudden and indemnifiable accident or event.

(c) fines, penalties, punitive, exemplary, or vindictive damages

(d) (i) damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho, and Swaziland

(ii) costs and expenses of litigation recovered by any claimant from the insured which are not incurred in and recoverable in the area described in (d)(i) above

(a) any claim arising from an event known to the insured.

(i) which is not reported to the company in terms of General condition 6.

(ii) prior to inception of this section

(f) any claim (in the event of cancellation or non-renewal of this section) not first made in writing against the insured within the 48-month period (or extended period in respect of minors) as specified in Specific condition 2

Specific conditions

1. Any claim first made in writing against the insured as a result of a defined event reported in terms of General condition 6 (hereinafter termed reported event) shall be treated as if it had first been made against the insured on the same day that the insured reported the event to the company.

2. In the event of cancellation or non-renewal of the policy

(a) any claim resulting from a reported event, first made in writing against the insured during the 48 months immediately following cancellation or non-renewal shall be treated as having been made against the insured on the same day that the insured reported the event. If the claimant is a minor, the period of 48 months will be extended until the expiry of 12 months after the attainment of majority by the claimant.

(b) the insured may report an event in terms of General condition 6 to the company for up to 15 days after cancellation or non-renewal, provided that.

(i) such event occurred during the period of insurance.

(ii) any subsequent claim first made in writing against the insured as a result of such event shall be treated as if it had first been made on the last day preceding cancellation or non-renewal and is subject to the 48-month period specified in 2(a) above.

3. Any series of claims made against the insured by one or more than one claimant during any period of insurance consequent upon one event or series of events with one original cause or source shall be treated as if they all had first been made against the insured.

(a) on the date that the event was reported by the insured in terms of General condition 6

Or

(b) 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.

Extensions

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 6 for a period to be agreed, but not in no circumstances exceeding 36 months (herein under referred to as extended reporting period)

Provided that.

i. this option may only be exercised in the event of the company cancelling or refusing to renew this section.

ii. this option must be exercised by the insured in writing within 30 days of cancellation or non-renewal.

iii. once exercised, the option cannot be cancelled by either the insured or the company.

iv. the insured has not obtained insurance equal in scope and cover to this section as expiring.

v. 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.

vi. 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.

vii. 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.

viii. any claim made, following a reported event during the extended reporting period, which is first made against the insured in writing more than 48 months after the last day preceding cancellation or non-renewal, shall not be subject to indemnification by this extension. If the claimant is a minor, the period of 48 months is extended until the expiry of 12 months after the attainment of majority by the claimant.

Principals

Where a principal and 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 (a) 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.

(a) 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.

(b) 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.

(c) the liability of the company is not hereby increased.

Memorandum

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

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

Goods in Transit Section

Defined events

Loss of or damage to the whole or part of the property described in the schedule, owned by the insured or for which they are responsible, in the course of transit by the means of conveyance or other means incidental thereto and caused by any accident or misfortune not otherwise excluded.

Provided that:

(i) the insured shall be responsible for the first amount payable stated in the schedule in respect of each and every defined event except a claim resulting from fire, lightning, or explosion.

(ii) 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.

Memoranda

1. Transit shall be deemed to commence from the time of moving the property described in the schedule at the consignor's premises (including carrying to any conveyance and loading thereon), continue with transportation to the consignee (including temporary storage not exceeding 96 hours in the course of the journey) and end when off-loaded and delivered at any building or place of storage at the consignee's premises.
2. If any consignee shall refuse to accept property consigned, transit shall be deemed to continue and the insurance in respect of such property shall continue in force until the property is delivered at the premises of the consignor by any means of conveyance, provided that the insured shall take all reasonable steps to ensure that the property is returned as soon as is reasonably possible.
3. Where the means of conveyance is by specified vehicle, the insurance under this section shall apply to property or 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.
4. In the event of breakdown of the means of conveyance during transit or if, any reason beyond the insured's control, the property is endangered, nothing contained herein shall debar the utilization of any other form of transport to assist completion of the transit and the insurance afforded shall not be affected thereby.

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

The insurance under this section includes cost necessarily incurred by the insured in respect of the clearing up and removal of debris following damage to the means of conveyance or to the property thereon, subject to a limit of R1 000 or the limit stated in the schedule, whichever is the greater, in respect of any one defined event.

Restricted cover

Fire, explosion, collision, derailment, and overturning limitation (if stated in the schedule to be included)

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

Specific exceptions

The company shall not be liable for

1. Loss or damage resulting from or caused by
   (a) theft from any unattended vehicle in the custody or control of the insured or any principal, partner, director, or employee of the insured unless the property is contained in a completely closed and securely locked vehicle or the vehicle itself is housed in a securely locked building and entry to or exit from such locked vehicle or building is accompanied by forcible and violent entry to or exit from.
   (b) inherent vice or defect, vermin, insects, damp, mildew, or rust.
   (c) the dishonesty of any principal, partner, director, or employee of the insured whether acting alone or in collusion with others.
   (d) detention, confiscation or requisition by customs or other officials or authorities.
   (e) or arising whilst in transit by sea or inland transit incidental thereto.
   (f) breakdown of refrigeration equipment.
2. wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded.
3. Mechanical, electronic, or electrical breakdown, failure, breakage, or derangement of the insured property unless following an accident or misfortune not otherwise excluded.
4. Loss of or damage to
   (a) cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts, or securities of any kind.
   (b) property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, and Malawi.
   (c) property otherwise insured or which would, but for the existence of this section, be insured by any other insurance except in respect of any excess beyond the amount which would have been payable under such other insurance, had the insurance under this section not been affected.
5. Consequential loss of any kind, delay, loss of market, depreciation or changes brought about by natural causes.

Specific Extensions

1. Fire extinguishing charges extension

If the property described in the schedule is lost or damaged by fire whilst in course of a transit insured by this section the company will in addition to indemnifying the insured or 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.

2. Riot and strike extension (if stated in the schedule to be included)

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

(i) civil commotion, labour disturbances, riot, strike, or lockout.

(ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any way dealing with any occurrence referred to in (I) above.

Provided that this extension does not cover:

(a) loss or damage occurring in the Republic of South Africa and Namibia.

(b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.

(c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.

(d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

(e) loss or damage related to or caused by any occurrence referred to in general exception 1 (A) (ii), (iii) (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the company alleges that, by reason of provisos (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

Glass Section

Defined events

Loss of or damage to internal and external glass (including mirrors), sign writing and treatment there on 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. the cost of such boarding up as may be reasonably necessary,
2. damage to shop fronts, frames, window displays (including fixtures and fittings), burglar alarm strips, wires, and vibrators as a direct result of such loss or damage.
3. the cost of removal and reinstallation of fixtures and fittings necessary for the replacement of the glass.
4. the cost of employment of a watchman service prior to replacement of glass or boarding up or the repair of the burglar alarm system, unless payable under any other insurance arranged by the insured.

Provided that the liability of the company shall not exceed

(i) for the replacement of glass, sign writing and treatment the sum insured as stated in the schedule applicable to the premises at which loss or damage occurs,

(ii) for all other costs and expenses provided for by this section and resulting from one occurrence or series of occurrences attributable to one source or original cause in the aggregate the sum of R3 000.

Specific condition

Average

If the property insured is, at the commencement of any damage 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.

Definition of glass

Unless specifically agreed, all glass (other than mirrors) insured by this section is presumed to be plain plate / float glass not exceeding 6mm in thickness, whether coated with a film or not, or 6.5 mm laminated safety glass.

Specific exceptions

The company shall not be liable for

1. Loss or damage which is insured by, or would, but for the existence of this section, be insured, by any fire insurance, except in respect of any excess beyond the amount which would have been payable under such fire insurance had the insurance under this section not been affected, but this specific exception shall not apply to loss or damage for which the insured is responsible as tenant and not as owner
2. glass forming part of stock in trade.
3. glass which, at inception of this insurance, is cracked or broken unless cover has been agreed by the company.
4. defacement or damage other than fracture through the entire thickness of the glass or any laminate thereof.

Extensions

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

If, following loss or damage insured hereunder, the insure 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 thereof, 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.

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

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

(i) civil commotion, labour disturbances, riot, strike, or lockout.

(ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (I) above.

Provided that this extension does not cover.

(a) loss or damage occurring in the Republic of South Africa or Namibia.

(b) consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured.

(c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.

(d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

(e) loss or damage related to or caused by any occurrence referred to in general exception 1 (A) (ii), (iii), (iv), and (vi) 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 (a), (b), (c), (d) or (e) loss or damage is not covered by this section, the burden of proving the Contrary shall rest on the insured. This extension shall only apply to loss or damage for which the insured is responsible as tenant and not as owner.

Business All Risk Section

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 first amount payable stated in the schedule in respect of each and every event except a claim resulting from fire, lightning, or explosion.

Specific exceptions

The company shall not be liable for

1. loss of or damage to property resulting from or caused by
   (a) theft from any unattended vehicle in the custody or control of the insured or any principal, partner, director, or employee of the insured unless the property 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.
   (b) its undergoing a process of cleaning, repair, dyeing, bleaching, alteration, or restoration.
   (c) inherent vice or defect, vermin, insects, damp, mildew, or rust.
   (d) the dishonesty of any principal, partner, director, or employee of the insured whether acting alone or in collusion with others.
   (e) detention, confiscation or requisition by customs or other officials or authorities.
2. wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded.
3. Mechanical, electronic, or electrical breakdown, failure, breakage, or derangement unless caused by an accident or misfortune not otherwise excluded.
4. Loss of or damage to cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts, or securities of any kind.
5. Loss of or damage to goods consigned under a bill of lading.

Specific conditions

Average

If the total value of property insured which is not separately and individually specified is, at the time of the happening of any loss or damage to such property, of greater value than the sum insured thereon, the insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the amount of the loss or damage. Each item of the schedule covering such property shall be separately subject to this condition.

Replacement value conditions (If stated in the schedule to be Included)

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

The replacement of the property by similar property in a condition equal to, but not better nor more extensive than, its condition when new

Or

The repair of the property to a condition substantially the same as, but not better than, its condition when new

provided that if, at the time of replacement or repair the sum representing the cost which would have been incurred in replacement if the whole of the property had been lost, destroyed or damaged beyond repair exceeds the sum insured thereon at the commencement of the loss or damage, then the insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

Specific extensions

Increase In cost of working extension (If stated in the schedule to be Included)

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

Riot and strike extension (If stated in the schedule to be Included)

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

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

iii.

Provided that this extension does not cover

(a) loss or damage occurring in the Republic of South Africa or Namibia.
(b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured; loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.
(c) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
(d) loss or damage related to or caused by any occurrence referred to in general exception 1 (A) (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence. If the company alleges that, by reason of provisos (a), (b) (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

Geyser Cover:
Defined Events

Loss of or damage to any Geyser, Solar water heaters/water collectors and heat pumps as a result bursting and or overflowing of the geyser and or Solar powered unit described in the schedule.

Specific exceptions and Conditions

Any geyser whether electrically heated or powered via solar energy, including solar collector panels, solar tubes and heat pumps as stated in the Schedule; are subject to the following conditions:

a) All Geysers, Electrical or Solar including Solar collector panels or tubes and Heat Pumps, Hot water Collectors installed at the insured premises / buildings must be SABS approved, shall be fitted with a SABS approved Drip tray and must be earthed for protection against lightning damage and power Surge.
b) Internally and externally installed Geysers and Heat Pumps, Hot water collectors; shall be installed by a registered plumbing service and be subject to the national regulated safety ratings as per the local municipal authority and also be compliant to a IPX1 safety rating for internal installed units and a IPX 4 safety rating in the event of externally installed units.
c) Solar Geysers / Solar Collectors – units including Panels and tubes):
    a. Damaged as a result of Slime and Lime Scale build up is excluded.
    b. Damage caused as a result of Freezing is excluded unless the respective System has been filled or contains an approved Anti-Freeze Substance or liquid i.e., Propylene diluted as per registered instructions.
d) Above-Roof, In-Roof and above celling geysers, when fitted by a registered plumber, must compliment the roof structure, and should not place any additional or excess weight on the Roof Structure, roof trusses of the insured building/s. the current existing roof structure must be capable of bearing additional weight as a result of the installation of any geyser type.
e) Converted Geysers: Electrical geysers converted to a Solar Powered geyser must comply with the above noted safety ratings (IPX1 & IPX4) and must be fitted /converted by a registered plumbing service.

Please note:

Pre-Existing Faults and conditions of ill maintenance and wear and tear will be excluded.

Geysers – Solar & Electrical (Where selected, specified or included in the Policy Sum Insured of the Property Insured)

It is declared and agreed that all Geysers and warm water collectors are limited to the following sums insured:

3. Electrical Geysers - R 12 500.00 Max (*Unless otherwise stated in the policy schedule)*
    a. *Subject to the Basic Fire Section Excess)*
    b. Resultant Damage Excluded hereunder, resultant property damage to be covered in terms of the relevant section covered in terms of the policy, if selected.

4. Solar Geysers - R 20 000.00 Max (*Unless otherwise stated in the policy schedule)*
    a. *Excess*
        i. *10% of the Claim Minimum Basic Fire Section Excess*

    b. *Increased limit (where selected and stated in the schedule) Maximum – R 50 000.00*
        i. *10% of the Claim Minimum R 1000.00*
        ii. Resultant Damage Excluded hereunder, resultant property damage to be covered in terms of the relevant section covered in terms of the policy, if selected.

Solar Panels (Where selected, specified or included in the Policy Sum Insured of the Property Insured)

All solar panels insured are subject to the following conditions:

It is agreed and understood that a maintenance contract has to be in force during the period of insurance for this extension of the policy in respect of the items insured in terms of this extension. In order to enjoy full benefits of the cover; the following must be adhered to at all times:
a) A copy of the maintenance agreement must be forwarded to us.
b) Maintenance checks are to be done at a 6-monthly interval and confirmation thereof must be sent to our offices for our records.

Costs of such maintenance work are not insurable.
The Insurance Company will not indemnify the Insured in respect of losses or damages covered in terms of the Maintenance Contract.

All Solar Installations must be SANS-10142-1-2 Compliant and Follow SSEG – Standards (As amended from time to time)

Electronic Equipment Section

Sub section A: Material damage

Defined events

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

(a) at work or at rest anywhere within the insured's premises as specified

(b) in transit including loading and unloading or whilst temporarily stored at any premises on route

(c) Temporarily removed from the insured's premises to any other location.

Exceptions to sub section A

The company will not be liable to indemnify the insured irrespective of the original cause in respect of

1. The first amount payable as stated in the schedule in respect of sub-section A, of each and every occurrence giving rise to a claim. Where more than one item of property insured suffers physical loss or damage in any one occurrence, the first amount payable shall be the highest single amount applicable to such property insured.
2. derangement unless accompanied by physical damage otherwise covered by this section.
3. loss or damage recoverable in terms of any maintenance and/or leasing agreement effected by or on behalf of the insured covering the insured equipment.
4. faults or defects known to the insured (or their responsible employees) at the time this insurance was arranged or during the currency of the insurance and not disclosed to the company or any consequence thereof.
5. Wastage of material or the like or wearing out of any part of the property insured caused by or naturally resulting from ordinary usage or working or other gradual deterioration, development of poor contacts or scratching of painted or polished surfaces of a cosmetic nature.
6. Parts having a short life such as (but not limited to) bulbs, valves, contacts, x-ray tubes, cathode ray tubes, thermionic emission tubes, fuses, and sacrificial buffer circuits. If such parts are damaged as a result of physical loss or damage as provided for by this sub-section to other parts of the property insured, the company shall indemnify the insured for the residual value prior to the loss of such exchangeable parts.
7. the cost of reproducing data and / or programs whether recorded on cards, tapes discs or otherwise unless specifically provided for in sub-section B hereof.
8. loss of use of the property or other consequential loss or damage or liability of whatsoever nature other than losses specifically provided for herein.
9. (a) loss by theft or by disappearance of the property insured unless accompanied by forcible and violent entry to or exit from the insured premises / situation

   (b) loss of the property insured by theft during transit or whilst 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

The company shall not indemnify the insured for the theft of the property insured from any motor vehicle where the property insured has been.

(a) left in the motor vehicle overnight unless the vehicle is housed in a securely locked building and entry to such vehicle or building is accompanied by forcible and violent entry or exit.

(b) contained in a compartment of the motor vehicle and is visible to passers-by providedthat.
(a) and (b) above shall not apply to theft of the property insured where the transport vehicle.

(i) has been hijacked or

(ii) has been involved in a road accident or sustains a breakdown and, due to circumstances beyond the control of the vehicle crew / driver, the property insured is of necessity left unprotected.

Basis of indemnification

The indemnity of this sub-section subject always to the sums insured contained in the schedule or any specific limit of liability contained in this sub-section, shall be as hereinafter provided and as appropriate including dismantling, re-erection, transportation, removal of damaged property insured (but less the value of the remains) and where applicable, important duties and value added tax.

(1) Partial loss

If the property insured suffers damage that can be repaired, the basis of indemnification shall be the restoration expenses reasonably and necessarily incurred to restore the damaged property to working under, provided that.

(a) the value of damaged parts which can be used will be deducted.

(b) the costs of any alteration, addition, improvement, or overhaul carried out at the time of repair are not recoverable under this sub-section.

(c)

(d) if, without the consent of the company, temporary repairs are carried out by the insured in the interests of safety or to minimize further loss or damage to the property insured, the cost of such temporary repairs will be borne by the company. In the event that the temporary repairs aggravate the loss or cause additional loss or damage to the property insured, any additional costs so incurred or consequences arising therefrom will be for the account of the insured.

(d) 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.

2. Total loss

(A) In cases where the new property insured is totally lost or destroyed, the basis of indemnification shall be.

The cost, of replacing or reinstating on the same site new property of equal performance and / or capacity or, if such be impossible, its replacement by new property having the nearest equivalent performance and / or capacity to the property lost or damaged

Provided always that.

(i) the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to 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.

(ii) 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.

(iii) these conditions shall be without force or effect if.

(a) 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) their intention to replace or reinstate the property insured.

(b) the insured are unable or unwilling to replace or reinstate the property insured on the same or another site.

(iv) at the sole option of the company, following commercial and technical appraisal by a representative of the company, the period referred to in the definition of new property may be extended (on an annual basis from renewal date) subject always to such extension of period being admitted by memorandum to this policy.

Definition of new property insured.

New property shall mean property purchased no more than seven (7) years (or such extended period as may be approved by the company in writing) prior to the defined event, it being expressly agreed that in applying this definition upgrades and enhancements will be taken into account in arriving at an indemnifiable amount and the age of the property insured.

(B) In respect of property insured not provided for in (A) above, the basis indemnification shall be.

the market value of the property insured immediately before the loss or damage. At the option of the company, the property insured shall be regarded as totally destroyed if the repair costs as defined in (1) above equal or exceed its market value immediately before the damage.

Definition of market value

The current day purchase price of second hand and / used property of equal performance and / or capacity to the property lost or damaged and of substantially similar condition. Where no similar property is available, market value shall be calculated by deducting from the current new replacement value of the nearest equivalent property, an amount representing.

(i) 20% (twenty %) for the first year after the date of purchase

and

(ii) 10% (ten %) per year for each succeeding year
subject always to a minimum indemnity of 40% (forty %) of the current new replacement value of the nearest equivalent property.

Average

In respect of (1) and (2) above, if at the time of repair, replacement or reinstatement, the sum representing the cost which would have been incurred in repair, replacement or reinstatement if the whole property insured had been lost or damaged exceed 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 accordingly. Each item of this section (if more than one) to which these conditions apply shall be separately subject to this provision.

Limit of liability

The amount of liability shall not exceed, in respect of any of the items specified in the schedule, the sums insured set opposite thereto respectively and, in addition thereto, the following.

Architects and other professional fees

Professional fees necessarily and reasonably incurred in the repair of 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.

Definitions

Indemnity period

The period during which the results of the business shall be affected in consequence of the accident beginning the number of hours/ days detailed in the schedule as the time exclusion after the occurrence of the accident and ending not later than the expiry of the period detailed in the schedule as the indemnity period after such occurrence.

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

Accident

1. (Applicable to increased cost of working only) physical loss of or damage to the property insured described in the schedule of property insured from any cause as provided for under sub-section A of this policy, liability under which sub-section shall, except for the provisions relating to the first amount payable or the maintenance / lease agreements, be a condition precedent to liability hereunder.

2. Failure to the public supply of electricity at the terminal ends of the service feeders in the premises from any accidental cause other than

   (a) the deliberate act of the insured or any supply authority

   (b) drought or shortage of fuel at any electricity utility

   Special conditions applicable to failure of the public supply of electricity

   (a) The liability of the company shall not exceed the sum insured by this sub-section.

   (b) The indemnity period shall commence 12 hours after the failure and end not later than 30 days after such failure.

The limit of liability

The liability of the company shall not exceed the amounts specified in the schedule (relating to sub-section B) in accident or series of accidents arising out of or in connection with any one event.

In the event of the payment by the company of any sum or sums in discharge of the company's liability in terms of this policy, the sum(s) insured shall automatically be reinstated for the remainder of the current period of insurance.

The insured shall pay to the company the additional premium required by the company calculated pro rata from the day of the accident to the end of the period of insurance.

Specific exceptions to sun-section B

Unless specifically provided for

1. **Fines and damages**

   the company shall not be liable to indemnify the insured in respect of fines or damages for breach of contract for late or non- completion of orders or any penalties of whatsoever nature.

2. **Loss of profit**

   The company shall not be liable to indemnify the insured in respect of loss of profit or consequential loss of whatsoever nature unless specifically provided for herein.

Clauses Extensions and Warranties

Reinstatement

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

(a) 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

(b) addition, alteration, or improvements being affected 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 (a) and (b)

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

Subject to the limits specified in the schedule, a consequential loss as provided for under defined events (i) and (ii) 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

(a) The liability of the company shall not exceed the sum insured by this sub-section.

(b) The indemnity period shall commence 12 hours after the failure and end not later than 30 days after such failure.

(c) The insurance provided does not cover loss occasioned by the deliberate act of any Telkom authority or by the exercise of such Telkom authority of its power to withhold or restrict access to its lines.

Clearance costs

Costs necessarily and reasonably incurred by the insured in respect of demolition dismantling of property and of 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.

Express delivery and overtime

Extra charges for express delivery, airfreight, overtime, Sunday, and holiday rates of wages payable in respect of the necessary and reasonable additional costs incurred by the insured for effecting repairs or replacement approved by the company, limited to 50% of the amount which the repair or replacement would have cost had these additional costs not been incurred.

Clauses Extensions and Warranties applicable to all sections of this cover

Power Surge / Lightning Strike & Electrical Irregularity Warranty

In the event of a valid claim in respect of any loss of or damage to property arising from electrical power supply fluctuation, the base cover is limited to R15 000.00 per policy with an applicable excess of 10% of the claim with a minimum of R1 500.00.
The insurance and limit provided is strictly subject to the installation and usage of "High Surge Protection Plug/Socket" fitted on the Outlet point to which the insured Asset is connected.

The insured will qualify for an automatic increased Sum Insured of R50 000 per event, per policy, subject to the installation of a Class 2 SANS/SABS approved Surge Protection Device (SPD) which is installed in the main electrical distribution board.

The minimum requirement must meet the following specifications:
1. All SPD's must be SANS 61643-1 approved and wired in terms of SANS 10142-1
2. All surge arrestors must have a disconnection mechanism with a visual indication showing "end-of-life", this can be with a mechanism flag or a light (red/green illuminating light indicator).
3. 40 kA (8/20) Class 2.

Accordingly, the Insurer(s) shall not be liable for and shall not indemnify the Insured should the property insured not be appropriately and adequately protected by a "SABS/SANS Surge Protection device (SPD) and/or Red Surge Protection Plug/Socket" as per above.

All protection against all electrical supply problems shall include a suitable low impedance earth connection, safeguarding the insured property against power surge and lightning related damages to insured property.

Cover will therefore be excluded unless the above preventative measures were implemented before the incident and the functionality of such devices is checked on a regular basis.

The excess applicable to the increased Sum Insured of R50 000 will be 10% of the claim with a minimum of R2 500.00.

The Insurer(s) shall not be liable for and shall not indemnify the Insured should the property/asset(s) insured not be appropriately and adequately protected as per the above Limits and conditions.

Cover is only applicable when the electrical power supply fluctuation is caused by an insured peril.

Fire Fighting Equipment Service Warranty:

It is hereby warranted that in order for the premises to be fully protected against fire and fire related losses and in accordance with the Fire Protection Association of South Africa's Rules (FPA), that there are adequate Hose reels (FPA Rule TT34), Hydrants (FPA Rule TT35) and Portable Fire Extinguishing Appliances (FPA Rule TT37) where appropriate, which are strategically located within the insured premises. Failure to comply with these conditions will result in there being no cover all fire and allied perils related losses.

All Fire Fighting Equipment must be kept in order and serviced annually by a qualified SAQCC - Certified Fire Technician. All the Fire Fighting equipment, fire escapes and the like, must comply with the local municipal by laws. All Fire Fighting equipment, fire hydrants, portable fire extinguishers and fire hose reels must be operated by adequately trained staff. The Firefighting equipment must be easily accessible to the trained staff and not be blocked with stock, rubble, equipment, and a minimum of a 1-meter-wide walkways must be maintained around all firefighting equipment.

(FPA Rules TT34, TT35, TT37 Details of these rules provided on request)

Fire brigade charges

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 insurer may be liable in terms of this insurance.

Tenants

This insurance will not be invalidated by any act or neglect on the part of a tenant of the insured (where the insured owns the building) or another tenant or the owner of the building (where the insured is a tenant) provided that the insured notifies the company as soon as such act or neglect comes to their knowledge and pay on demand the appropriate additional premium.

Hire purchase / finance agreements.

Where the company has knowledge of the property insured or any individual item thereof being the subject of a sues pensive sale or similar agreement, payment hereunder shall be made to the owner described therein whose receipt shall be a full and final discharge to the company in respect of loss or damage indemnifiable by this sub-section of the policy.

Sub-section B: Consequential loss

Defined events

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

(i) Increased cost of working

The insurance under this item is limited to the additional expenditure necessarily and reasonably incurred by 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 indemnity period in respect of such of the charges and expenses of the business as may cease or be reduced in consequence of the accident.

The indemnity by this item shall not apply directly or indirectly to

(a) the cover provided for in item (ii) of this sub-section of the policy.

(b) the intrinsic value (including reinstatement value) of the property insured by sub-section A of this policy.

(ii) Reinstatement of data / programs

Costs and expenses necessarily and reasonably incurred by the insured for the reconstitution or recompilation of data/or programs recorded on or stored in data carrying media which is lost as a result of accidental erasure (which shall include the events defined in the indemnity clause to sub-section A of this policy) or by theft or by the deliberate wilful or want on intention of causing the cancellation or corruption of data or programs as provided for in the sub-section A of this policy

Provided always that.

(a) the indemnity shall not extend to nor include such costs incurred due to program errors, incorrect entry or the inadvertent cancellation or corruption data / or programs.

(b) in respect of each and every occurrence or series of occurrences arising out of or in connection with any one event indemnifiable by this item, the insured shall bear the amount stated in the schedule as the first amount payable.

(c) where the insured elects to insure programs (software), a schedule of such programs shall be lodged with the company at the commencement of each period of insurance.

General Memoranda

Memo 1 - Capital additions and currency fluctuations

The indemnity by this section shall include

(a) 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 or mechanical breakdown or explosion, the insurance shall only commence after satisfactory completion or installation or commissioning / testing and put into use at the insured's premises.

(b) 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 at the expiry of the period of insurance and pay the appropriate premium thereon but not exceeding 50% of the difference.

Memo 2 - Prevention of access

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

(i) the insured is not entitled to indemnity as provided for in this extension under any other policy or section of this policy.

(ii) this section shall not be brought into contribution with any other policy or section of this policy bearing a like extension.

Special exception (sub-sections A and B)

Viruses, Trojans, and worms

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

General extension

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

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

(a) modifications or alterations to the property insured directly consequent upon indemnifiable loss or damage to ensure the operating integrity of the electronic system.

(b) replacement or upgrading of legal programs to achieve compatibility with the modified or altered electronic system.

(c) the restoration of previously captured data which has become inaccessible due to the modifications to or alterations of the electronic system or in consequence of the replacement or upgrading of legal programs.

Provided always that.

(1.) The cost provided for in (a), (b) and (c) above shall be necessarily and reasonably incurred to maintain normal working conditions

(2.) such additional costs shall be incurred as a direct consequence of indemnifiable loss or damage in terms of sub-section A or B (item ii) of this section of the policy

(3.) The cover afforded hereunder shall be restricted to

(i) parts or components of the electronic system which are not indemnifiable under sub-section A hereof.

(ii) programs or data reinstated not indemnifiable under item(ii) of sub-section B hereof.

(4.) The indemnity by this extension shall, in respect of any one event.be limited in the aggregate to twenty percent (20%) of the applicable total sum insured under sub-section A the limit of indemnity and sub-section B item (ii) hereof or R25 000, whichever is the lesser

Fidelity Section

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.

i) (a) the company is not liable for all losses which occurred more than 24 months prior to discovery.

(b) all losses are discovered not later than twelve months after the termination of:
(i) this section, or
(ii) this section in respect of any insured employee concerned in a loss, or
(iii) the employment of the insured employee or the last of the insured employees concerned in a loss whichever occurs first.

(a) **BLANKET BASIS** - the liability of the company for all losses shall not exceed the sum insured stated in the schedule whether involving any one employee's or any number of employees acting in collusion or independently of each other.

(b) **NAMED OR POSITION BASIS**- the liability of the company for all losses involving any employees 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.

ii) 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 twelve-month period of insurance calculated from inception or renewal.

iii) the term " dishonest personal financial gain' shall not include gain by any employee in the form of salary, salary increases, fees, commissions, bonuses, promotions, or other emoluments.

Definition

Employee shall mean.

(a) any person while employed under a contract of service with or apprenticeship to the insured.

(b) any person while hired or seconded from any other party into the service of the insured.

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 and / or position basis, is described in the schedule by name and / or by the position held by him in the business.

Specific exceptions

1. The company shall not be liable for

(a) loss resulting from or contributed to by any defined event by

(b) any consequential losses of any kind following losses referred to under defined events.

(i) any partner in or of the insured to the extent that such partner would benefit by indemnity granted under this policy.

(ii) any principal, director, or member of the insured unless such director or member is also an employee.
(iii) any employee from the time the insured shall become aware that such employee has committed any fraud or dishonesty.

2. This section does not cover any company or other legal entity acquired during the period of insurance.

3. The company shall not be liable for any defined event if it results from the dishonest
(i) manipulation of
(ii) input into
(iii) suppression of input into
(iv) destruction of
(v) alteration of

any computer 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.

4. 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

Specific conditions

1. The insured shall institute and / or maintain and continue to employ in every material manner all such systems of check and control, accounting and clerical procedures and method of conducting his business as has been represented to the company but the insured may:

   (a) change the remuneration and conditions of service of any employee.

   (b) in respect of any employee who is described in the schedule by name, change his duties and position.

   (c) in respect of any employee who is described in the schedule only by the position held by him, remove such employee and place in his position any other person who falls within the definition of employee.

   (d) make such other changes as are approved beforehand in writing by the insured's auditors.

2. If the insured shall sustain any loss to which this section applies which exceeds the amount payable hereunder in respect of such loss, the insured shall be entitled to all recoveries (except from surety ship, insurance, reinsurance, security or indemnity taken or effected by the company or for the amount of any first amount payable) by whomsoever made on account of such loss until fully reimbursed, less the actual cost of effecting the same, and any remainder shall be applied to the reimbursement of the company and the insured to the extent of his coinsurance in terms of item (b) the compulsory first amount payable clause.

Clauses and extensions Accountant's clause

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

Extended cover for past employees' extension

Any person who ceases to be an employee shall, for the purposes of this section be considered as being an employee for a period of 30 days after he in fact ceased to be an employee.

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

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

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

This section will apply to defined events insured herein which occurred during the currency of any insurance superseded by this section and specified in the schedule provided that:

1. this extension is restricted to losses which would have been payable by the superseded insurance, but which are not claimable because of the expiry of the period of time allowed by the superseded insurance for the discovery of the defined events.
2. The defined events are discovered within the sooner of 12 months of the termination of the employment of the employee concerned or within 12 months of the expiry of this section.
3. The amount payable under this extension shall not exceed the amount insured by this section or the amount insured by the superseded insurance whichever is the lesser.
4. In the event of the defined events involving one employee or any number of employees occurring during both the currency of this section and that of the superseded policy, the maximum amount payable shall not exceed the amount insured by this section at the time of discovery of the defined events.
5. this extension will not apply to defined events which occurred more than the number of years stated in the schedule before inception of this section.
6. the company is not liable for any loss which occurred more than 24 months prior to discovery.

Other insurances

It is a condition of this section that other than

(a) a money policy

(b) that declared to the company at Inception or renewal or time a claim is submitted.

(c) a fidelity pension fund policy which is not in excess of this section.

(d) this policy

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

Compulsory first amount payable

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

(a) 2% of the aggregate of the sum insured under this section and the declared insurance or R60 000 whichever is the lesser plus.

(b) a further amount of 10% of the net amount payable after deduction of the amount specified in (a) above.

Both amounts shall be borne in full by the insured and remain uninsured.

Computer losses first amount payable.

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

(i) manipulation of

(ii) input into

(iii) suppression of input into

(iv) destruction of

(v) alteration of

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

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

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

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

First amount payable Clause	First amount payable increased to percentage shown below	
	If losses are discovered more than12 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
Compulsory		
Paragraph (a)	From 2% to 4%From 2% to 5%	From 2% to 4%From 2% to 5%
Paragraph (b)	From 10% to 15%From 10% to 20%	From 10% to 15%From 10% to 20%
Computer losses	From 20% to 30%From 20% to 35%	From 20% to 30%From 20% to 35%

Notwithstanding the above, the insured may not opt to claim only for that part of the loss, which was discovered in a lesser period, in which case the first amount payable applicable for the corresponding lesser period will apply.

Voluntary first amount payable clause (if stated in the schedule to be included)

In addition to the amount payable by the insured under the compulsory first amount payable clause, the insured shall be responsible for the difference between such amount and the amount stated in the schedule as the voluntary first amount payable provided such voluntary amount exceeds the compulsory amount.

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

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

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

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

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

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

If 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 reasonably withheld) for the recovery or attempted recovery from the employee in regard to whom the claim is made, of that part of the loss which exceeds the sum insured hereunder. All amounts recovered by the insured in excess of the said part of the loss shall be for the benefit of the company and the insured to the extent of his coinsurance in terms of item (b) the compulsory first amount payable clause.

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

The insured having completed a satisfactory questionnaire, specific exception 3 and the computer losses first amount payable clause are deleted.

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

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

   (a) the company is not liable for all losses which occurred more than 36 months prior to discovery.

2. If this policy section includes the superseded policy clause, the period referred to in proviso 6 thereof is increased from 24 months to 36 months.

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

In consideration of the accounting firm named in the schedule having conducted a satisfactory audit of the insured's systems of

- control
- fraud dishonesty and theft detection

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

1. proviso I (a) of the defined events (which limits cover to that part of losses discovered within 24 months) and proviso 6 of the superseded insurance extension clause (if applicable) are deleted.

2. If any defined event is discovered more than12 months after it was committed, the percentage contained in the under noted first amount payable clauses are increased as follows:

First Amount Payable Clause	First Amount Payable increased to percentage shown below in losses discovered more than 12 months after being committed
Compulsory	
Paragraph (a)	From 2 % to 3%
Paragraph (b)	From 10% to 12.5%
Computer Losses	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 cause the first amount payable applicable for that period apply.

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

Memoranda

1. In the event of the discovery of any loss resulting from a defined event, the insured may, notwithstanding anything to the contrary contained in paragraph (ii) of general condition 6, refrain from reporting the matter to the police but shall do so immediately should the company require such action to be taken.

2. Non-disclosure of his own fraud or dishonesty or that of others with whom he is in collusion by the person signing any proposal form or giving renewal or other instruction shall not prejudice any claim under this section.

3. General exceptions 1 and 2 and general condition 9 do not apply to this section.

4. If the sum insured shall be increased at any time, such increased amount shall apply only to defined events committed after the date of such increase

Stated Benefits Section

Defined Events

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

The company will pay to the insured, on behalf of such person or his estate, the compensation stated in the schedule in the event of accidental bodily injury to any such person directly and independently of all other causes resulting within 24 calendar months in death.

or disability as specified in the schedule under the heading circumstances.

Definitions

Permanent disability shall mean	Percentage of Compensation
(a) loss by physical separation at or above the wrist or ankle of one or more limbs	100
(b) permanent and total loss of	
whole eye	100
sight of eye	100
sight of eye except perception of light	75
(c) permanent and total loss of hearing	
both ears	100
one ear	25
(d) permanent and total loss of speech	100
(e) injuries resulting in permanent total incapacity from following usual occupation or any other occupation. for which such person is fitted by knowledge or training	100
(f) loss of four fingers	70
(g) loss of thumb	
both phalanges	25
one phalanx	10
(h) loss of index finger	
three phalanges	10
two phalanges	8
one phalanx	4
(I) loss of middle finger	
three phalanges	6
two phalanges	4
one phalanx	2
(j) loss of ring finger	
Three phalanges	5
two phalanges	4
one phalanx	2
(k) loss of little finger	
three phalanges	4
two phalanges	3
one phalanx	2
(I) loss of metacarpals	
first or second (additional)	3
third, fourth or fifth (additional)	2
(m) loss of toes	
all on one foot	30
great, both phalanges	5
great, one phalanx	2
other than great, if more than one toe lost, each	2

Memoranda

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

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

iii. 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 such person.

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

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

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

Average weekly earnings shall mean one fifty second part of annual earnings

Business limitation (if stated in the schedule to be applicable)

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

Provisos

It is declared and agreed that.

1. 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 such person, more than the compensation payable for death or permanent disability (whichever is the higher) plus any compensation payable for temporary total disability and medical expenses.

2. the compensation specified for temporary total disability shall be payable for not more than the number of weeks stated in the schedule and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible, notwithstanding that permanent disability may remain.

3. unless otherwise provided herein, this section shall not apply to any such person under 15 or over 70 years of age.

4. Any compensation payable by the company for any period of temporary total disability or for medical expenses shall be reduced by an amount equal to the compensation received or receivable by or on behalf of such person under any workmen's compensation enactment for temporary disability for the same or a lesser period or in respect of medical expenses.

5. after suffering accidental bodily injury for which compensation may be payable under this section, such person shall, when reasonably required by 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 compiled with to its satisfaction.

6. General conditions 2 and 9 do not apply to this section.

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

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

Extensions

1. Exposure

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

2. Disappearance

In the event of the disappearance of any such person in circumstances which satisfy the company that he has sustained injury to which this section applies, and that such injury has resulted in the death of such person, 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 such person's presumed death, he is found to be alive, such payment shall forthwith be refunded by the Insured to the company.

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

Subject to the exclusion shown below, the following item is added to the "Permanent disability" definition:

	Percentage of compensation
(i) Permanent disfigurement resulting from accidental external burns to the combined surface area of the	
(ii) face and neck	
100% surface area disfigurement	50
less than 100% surface area disfigurement	The portion of 50 which the actual surface area disfigurement bears to 100% surface area disfigurement
(iv) remaining parts of the body other than the face and neck 100% surface area disfigurement	25
	The proportion of 25 which the actual surface area less than 100% 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% for the sub item under which a claim is lodged.

4. Life support machinery

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

Specific exceptions

The company shall not be liable to pay compensation for death, disability, or medical expenses in respect of such person.

(a) while he is traveling by air or other than as a passenger and not as a member of the crew or for the purpose of any trade or technical operation therein or thereon.
(b) by his suicide or intentional self-injury.
(c) caused solely by an existing physical defect or other infirmity of such person.
(d) as a result of the influence of alcohol, drugs or narcotics upon such person unless administered by a member of the medical profession (other than himself) or unless prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself).
(e) as a result of his participation in any riot or civil commotion.
(f) in the case of females, directly or indirectly resulting from or prolonged or accelerated by or attributable to pregnancy, childbirth, abortion, miscarriage, obstetrical procedures, or any sequel thereof.
(g) while he is, or as a result of his, engaging in

(i) motor cycling (whether as a driver or passenger) other than on the business of the insured

(ii) racing of any kind involving the use of any power driven

(aa) vehicle

(ab) vessel

(ac) craft

(iii) mountaineering necessitating the use of ropes, winter sports involving snow or ice, polo on horseback, steeple chasing, professional football or hand-gliding.

Group Personal Accident Section

Defined Events

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

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

Definitions Permanent disability, Permanent disability shall mean.	Percentage of compensation
1 loss by physical separation at or above the wrist ankle of one or more limb	100
2 permanent and total loss of	
whole eye	100
sight of eye	100
sight of eye except perception of light	100
3 permanent and total loss of hearing	75
both ears	100
one ear	25
4 permanent and total loss of speech	25
5 injuries resulting in permanent total incapacity from following usual occupation or any other occupation.	
for which such person is fitted by knowledge or training	100
6 loss of four fingers	70
7 loss of thumb	
both phalanges	25
one phalanx	10
8 loss of index finger	
three phalanges	10
two phalanges	8
one phalanx	4
9 loss of middle finger	
three phalanges	6
two phalanges	4
one phalanx	2
10 loss of ring finger	
three phalanges	5
two phalanges	4
one phalanx	2
11 loss of little finger	
three phalanges	4
two phalanges	3
one	2
12 loss of metacarpals	
first or second (additional)…	3
third, fourth or fifth (additional)…	2
13 loss of toes	
all on one foot	30
great both phalanges	5
great one phalanx	2
other than great. If more than one toe lost each	2

Memoranda

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

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

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

Business limitation (is stated in the schedule to be applicable)

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

Provisos

It is declared and agreed that.

1. 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 such person, more than the compensation payable for death or permanent disability (whichever is the higher) plus any compensation payable for temporary total disability and medical expenses.

2. The compensation specified for temporary total disability shall be payable for not more than the number of weeks stated in the schedule and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible, notwithstanding that permanent disability may remain.

3. unless otherwise provided herein, this section shall not apply to any such person under 15 or over 70 years of age.

4. After suffering accidental bodily injury for which compensation maybe payable under this section, such 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 compiled with to its satisfaction.

5. General conditions 2 and 9 do not apply to this section.

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

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

Extensions

1. Exposure

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

2. Disappearance

In the event of the disappearance of any such person in circumstances which satisfy the company that he has sustained injury to which this section applies, and that such injury has resulted in the death of such person, 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 such person's presumed death, he is found to be alive, such payment shall forthwith be refunded by the insured to the company.

a) Burns and disfigurement (if stated in the schedule to be included) — Percentage of compensation

Subject to exclusion shown below, the following item is added to the “Permanent disability” definition:

i) Permanent disfigurement resulting from accidental

external to the combined surface area of the — 50

i. Face and neck — The portion of 50 which the actual surface area disfigurement bears to 100% area disfigurement

100% surface area disfigurement less than 100%

disfigurement

ii. Remaining parts of the body other than the face and neck

100% surface area disfigurement less than 100% surface area disfigurement	25 The portion of 25 which the actual area disfigurement bears to100% surface area disfigurement

The company shall not pay under any sub item of this extension unless the disfigurement exceeds 10% for the sub item under which a claim is lodged.

4. Life support machinery

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

Specific exceptions

The company shall not be liable to pay compensation for death, disability, or medical expenses in respect of such a person.

a) While he is traveling by air or other than a passenger and not as a member of the crew or for the purpose of any trade or technical operation therein or thereon
b) By suicide or intentional self-injury
c) Caused solely by an existing physical defect or other infirmity of such person.
d) As a result of the influence of alcohol. Drugs or narcotics upon such person unless administered by a member of the medical profession (other than himself) or unless prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself)
e) As a result of his participation in any riot or civil commotion.
f) In the case of females, directly or indirectly resulting from a prolonged or accelerated by or attributed to pregnancy, childbirth, abortion, miscarriage, obstetrical procedures, or any sequel thereof:
g) While he is, or as a result of his, engaging in
   i. Motorcycling (whether a driver or passenger) other than business of the insured
   ii. Racing of any kind involving the use of any power driven
      aa) Vehicles
      bb) Vessels
      cc) Craft
h) Mountaineering necessitating the use of ropes, winter sports involving snow or ice, polo or horseback, steeple chasing, professional football or hand gliding.

Machinery Breakdown Section

Defined events

Any unforeseen and sudden physical loss of or damage to the insured property (or any part thereof) whilst on the premises by causes such as: defects in casting, defects in material, faulty design, faults at workshop or in erection, bad workmanship, lack of skill, carelessness, shortage of water in boilers, physical explosion, tearing apart on account of centrifugal force, short circuit, storm or from any other cause not specifically excluded in terms of any Exception which is applicable to this policy as a whole or to this Section in particular, That necessitates repair or replacement of the insured property.

Provided always that.

(a) the company will indemnify the Insured in respect of such loss or damage, as hereinafter provided.by payment in cash, replacement or repair (at the option of the company) up to an amount not exceeding in any occurrence in respect of each of the items specified in the schedule of this Section, the sum insured set opposite thereto and not exceeding in all, the total sum insured expressed in the schedule of this Section:

(b) no sum insured under this Section shall be reduced by the amount of any claim paid or payable by the company, subject to the Insured loss or damage for the remaining portion of the (annual) period of insurance.

(c) this insurance shall apply to the insured property after successful completion of their performance acceptance tests whether they are at work or at rest or being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves, or when being shifted within the premises, or during subsequent re-erection.

Basis of indemnity

(a) In case where damage to the insured property can be repaired - the company will pay the expenses necessarily incurred to restore the damaged insured property to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have been included in the sum insured. If the repairs are executed at a workshop owned by the insured, the company shall pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account. If the cost of repairs as detailed above, equals, or exceeds the actual value of the insured property immediately before the occurrence of the damage, the property shall be regarded as destroyed and settlement shall be made on the basis provided for in (b) below.

(b) In case where the insured property is destroyed - the company will pay the actual value of the insured property immediately before the occurrence of the loss, including charges for ordinary freight, cost of erection and customs duties, if any, provided such expenses have been included in the sum insured; such actual value to be calculated by deducting proper depreciation from the replacement value of the insured property. The company will also pay any normal charges for the dismounting of the insured property destroyed, but the value of any salvage shall be taken into account.

Provided always that.

(i) the cost of any alterations, addictions, improvements, or overhauls shall not be recoverable under this section.

(ii) the cost of any provisional repairs shall be borne by the company if such repairs constitute part of the final repairs and do not increase the total cost of repairs.

(iii) the company shall make payments only after being satisfied by production of the necessary bills and documents that the repairs have been affected or replacement has taken place, as the case may be.

Sum insured and average.

It shall be a requirement of this Section that the sum insured is equal to the cost of replacement of the insured property by new property of the same kind and capacity, which means its cost of replacement including for example freight, dues, and customs duties, if any, and cost of erection. If the sum insured is less than the amount required to be insured, the company shall pay only in such proportion as the sum insured bears to the amount required to be insured. Every item (if more than one) shall be separately subject to the afore-going stipulations.

Definitions

For the purpose of this Section the expression

"Insured property" used in this Section shall mean-the property described in the schedule of this Section under the heading **"DESCRIPTION OF INSURED PROPERTY"**
"Premises" used in this Section shall mean - the premises, the situation of which is stated in the schedule of this Section.

Clauses, Extensions and Warranties Applicable to this section

(1) Overtime, night work, work on public holidays and express freight

The insurance under this Section is extended to cover extra charges for overtime, night work, and work on public holidays and express freight (excluding airfreight). Provided always that such extra charges are incurred in connection with any loss of or damage to the insured property, recoverable under this Section, provided further that the amount payable in respect of this Clause, shall not exceed the sum insured set opposite the applicable item and not exceeding in all, the total sum insured expressed in the schedule of this Section.

(2) Capital additions.

The insurance under this section is extended to cover alterations, additions and improvements (but not appreciation in value in excess of the sum insured) to the insured property for an amount not exceeding 10% of the sum insured under the application item, it being understood that the Insured undertake to advise the company each quarter of such alterations, additions and improvements and pay or agree to pay the appropriate additional premium thereon.

Power Surge / Lightning Strike & Electrical Irregularity Warranty

In the event of a valid claim in respect of any loss of or damage to property arising from electrical power supply fluctuation, the base cover is limited to R15 000.00 per policy with an applicable excess of 10% of the claim with a minimum of R1 500.00.
The insurance and limit provided is strictly subject to the installation and usage of "High Surge Protection Plug/Socket" fitted on the Outlet point to which the insured Asset is connected.
The insured will qualify for an automatic increased Sum Insured of R50 000 per event, per policy, subject to the installation of a Class 2 SANS/SABS approved Surge Protection Device (SPD) which is installed in the main electrical distribution board.
The minimum requirement must meet the following specifications:
1. All SPD's must be SANS 61643-1 approved and wired in terms of SANS 10142-1
2. All surge arrestors must have a disconnection mechanism with a visual indication showing "end-of-life", this can be with a mechanism flag or a light (red/green illuminating light indicator).
3. 40 kA (8/20) Class 2.

Accordingly, the Insurer(s) shall not be liable for and shall not indemnify the Insured should the property insured not be appropriately and adequately protected by a "SABS/SANS Surge Protection device (SPD) and/or Red Surge Protection Plug/Socket" as per above.
All protection against all electrical supply problems shall include a suitable low impedance earth connection, safeguarding the insured property against power surge and lightning related damages to insured property.
Cover will therefore be excluded unless the above preventative measures were implemented before the incident and the functionality of such devices is checked on a regular basis.
The excess applicable to the increased Sum Insured of R50 000 will be 10% of the claim with a minimum of R2 500.00.
The Insurer(s) shall not be liable for and shall not indemnify the Insured should the property/asset(s) insured not be appropriately and adequately protected as per the above Limits and conditions.

Cover is only applicable when the electrical power supply fluctuation is caused by an insured peril.

Fire Fighting Equipment Service Warranty:

It is hereby warranted that in order for the premises to be fully protected against fire and fire related losses and in accordance with the Fire Protection Association of South Africa's Rules (FPA), that there are adequate Hose reels (FPA Rule TT34), Hydrants (FPA Rule TT35) and Portable Fire Extinguishing Appliances (FPA Rule TT37) where appropriate, which are strategically located within the insured premises. Failure to comply with these conditions will result in there being no cover all fire and allied perils related losses.

All Fire Fighting Equipment must be kept in order and serviced annually by a qualified SAQCC - Certified Fire Technician. All the Fire Fighting equipment, fire escapes and the like, must comply with the local municipal by laws. All Fire Fighting equipment, fire hydrants, portable fire extinguishers and fire hose reels must be operated by adequately trained staff. The Firefighting equipment must be easily accessible to the trained staff and not be blocked with stock, rubble, equipment, and a minimum of a 1-meter-wide walkways must be maintained around all firefighting equipment.

(FPA Rules TT34, TT35, TT37 Details of these rules provided on request.)

Specific Exceptions applicable to this section

The company shall not be liable for:

(1) the first amount payable, stated in the schedule of this Section, to be borne by the Insured in any one occurrence. If more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single first amount payable to such items.

(2) loss of or damage to exchangeable tools (for example dies, moulds, engraved cylinders), parts which by their use and/or nature suffer a high rate of wear or depreciation (for example refractory linings, crushing hammers), objects made of glass, belts, ropes, wires, rubber tyres, and operating media (for example lubricants, fuels, catalysts).

(3) loss or damage due to fire, direct lightning, chemical explosion (except flue gas explosions in boilers), extinguishing of a fire or subsequent demolition, aircraft or other aerial devices or articles dropped therefrom, theft, burglary or attempts thereat, collapse of buildings, flood, inundation, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption, or similar natural catastrophes.

(4) loss or damage for which a supplier, contractor or repairer is responsible either by law or under contract.

(5) loss or damage caused by any faults or defects existing at the time of commencement of this Section within the knowledge of the Insured or his representatives, whether such faults or defects were known to the company or not.

(6) loss or damage as a direct consequence of the continual influence of operation (for example wear and tear, cavitation, erosion, corrosion, rust, boiler scale).

(7) consequential loss or liability of any kind or description.

(8) Exclusion

Loss or damage to the property insured due to

i. the failure to install start-up interlocks and/or
ii. surge protection and/or
iii. electrical supply monitoring and tripping equipment

to protect the property insured against the loss or earth cables and/or single phasing and/or the unplanned failure of electrical supply and/or power surges and/or under-voltage conditions.

Specific Conditions applicable to this section

(1) The due observance and fulfilment of the terms of this Section and of this policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the company.

(2) In the event of any material alteration in the risk undertaken by the company, the Insured shall as soon as possible give notice in writing to the company. The premium, terms and conditions shall thereupon be subject to adjustment accordingly. Any claim in respect of loss or damage that may arise before such notice is given, shall be handled in accordance with the company's normal conditions, exceptions and first amount payable for risks of a similar nature, subject to the insured agreeing to pay any increased premium that may be required in respect of the altered risk.

(3) (a) On the happening of any loss or damage the insured shall, in addition to complying with General Condition 6 of this policy,

(i) take all reasonable steps to minimize the extent of such loss or damage.

(ii) preserve any damaged or defective parts for inspection by thecompany.

(b) Upon notification being given to the company in terms of General Condition 6 of this policy, the Insured may carry out the repairs or replacement of any minor damage, in all other cases a representative of the company shall have the opportunity of inspecting the loss or damage before any repairs or replacement or alterations are affected. If a representative of the company does not carry out the inspection within a period of time which could be considered adequate under the circumstances, the Insured is entitled to proceed with the repairs or replacement.

(c) The liability of the company under this Section in respect of the insured property is kept in operation after claim without being repaired to the satisfaction of the company, or if temporary repairs are carried out without the company's consent.

(4) The Insured shall, in add it onto complying with General Condition 5 of this policy,
(a) take all reasonable steps to maintain the insured property in efficient working order and to ensure that no part of the insured property is habitually or intentionally overloaded.

fully observe the manufacturer's / agent's instructions for the operation, inspection and maintenance of the insured property and fully observe government regulations, statutory regulations, municipal regulations, and all other binding regulations in force concerning the operation and maintenance of the insured property.

Maintenance and Service Contracts

It is hereby declared and agreed (a condition of cover), that a maintenance or service contract must be in force for all equipment insured under the Machinery Breakdown and all equipment wherein stock is stored which is covered under the Deterioration of Stock section of the policy.
This contract must be in place for each machine, plant or equipment described in the policy schedule.

The maintenance of all machines, plant or equipment described in the policy schedule shall incorporate the following:
(a) Preventative maintenance of machines, plant, or equipment
(b) Repairs or replacement of damaged components and any rectification of losses or damage or faults arising from the Normal operation and ageing of all machines, plant, or equipment.
(c) Regular safety checks being performed (weekly or monthly as per manufacturers requirements)

All costs for maintenance related work are excluded and not recoverable or insurable under this policy.

Machinery Breakdown Section - Business Interruption

(Following Machinery Breakdown)

Defined events

If (during the period of insurance) any of the machinery and plant used by the Insured at the Premises for the purpose of the Business be affected by an Accident and the Business carried on by the Insured at the Premises be in consequence thereof interrupted or interfered with. The company will (subject to the Exceptions and Conditions of this Section and of this policy) pay to the insured as indemnity in respect of item I mentioned under the heading "SUBJECT MATTER INSURED" in the schedule of this Section, the amount of the loss resulting from the aforesaid interruption or interference in accordance with the provisions contained in Appendix 1 of this Section,

Provided that.

(a) the machinery and plant shall during the currency of this Section be insured against machinery breakdown.

(b) the liability of the company in respect of the aforementioned Item1, shall in no case exceed the sum insured stated in respect of such Item 1 in the schedule of this Section.

Definitions

For the purposes of this Section the expression

"Premises" used in this Section shall mean-the premises, the situation of which is stated in the schedule of this Section.

"business" used in this section shall mean - the Insured's business as stated in the schedule of this Section.

"Machinery and plant" used in the Section shall mean - machinery and plant described in the list under the heading "LISTOF MACHINERY AND PLANT" in the schedule of this Section.

"Accident" used in this Section shall mean - any unforeseen and sudden physical loss of or damage to the machinery and plant necessitating its immediate repair or replacement due to causes such as defects in casting and material, faulty design, faults at workshop or in erection, bad workmanship, lack of skill, carelessness, malice, shortage of water in boilers, physical explosion, tearing apart on account of centrifugal force, short circuit, storm, or any other cause not specifically excluded in terms of any Exception, which is applicable to this policy as a whole or to this Section in particular, whilst such machinery and plant are

(a) working or at rest,

(b) being dismantled, moved, or re-erected for the purpose of clearing, inspection, repair, or installation at another location within the Premises, provided such machinery and plant have successfully completed its performance acceptance tests.

Specific exceptions applicable to this Section

This Section does not cover any loss or claim resulting from interruption of or interference with the Business directly or indirectly attributable to any of the following causes: -

(1) Loss of or damage to

a) foundations and masonry, unless specifically included and described in the list under the heading "LIST OF MACHINERY AND PLANT" in the schedule of this Section.

b) exchangeable and replaceable parts such as bits, drills, knives, saw blades.

c) dies, moulds, patterns, blocks, stamps, punches, coatings or engravings on cylinders, and rolls.

d) parts which by their use and/or nature suffer a high rate of wear or depreciation such as crushing surfaces, balls, hammers, screens and sieves, engraved soft metal cylinders, wear plates, elevator and conveyor belts or bands, chains, flexible pipes, jointing and packing materials, filter cloths, parts made of glass, rubber, textile or synthetic, grinding wheels, ropes, belts, straps, cables other than electrical conductors, brushes, batteries, tires, refractory materials, grate bars, burner jets;

e) operating media such as fuels, chemicals, filter substances, heat transfer media, cleansing agents, lubricants.

(2) Loss or damage due to fire, direct lightning, chemical explosion (except flue explosions in boilers), extinguishing of a fire or subsequent demolition, aircraft or other aerial devices or articles dropped therefrom, burglary or theft or attempts thereat, collapse of buildings, flood, inundation, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption, or similar natural catastrophes.

(3) Loss or damage for which a supplier, contractor or repairer is responsible either by law or under contract.

(4) Loss or damage due to any faults or defects existing at the time of commencement of this Section within the knowledge of the Insured or his representatives, whether such faults or defects were known to the company or not.

(5) Repair or replacement necessitated by direct damage due to wear and tear, corrosion, erosion, deposits of scale, sludge or other sediment, rust, or scratching or painted or polished surfaces, or by any other direct consequences of progressive or

continuous influences from working or atmospheric or chemical action; but the company shall be liable for any loss resulting from interruption or interference caused by damage arising from such causes and otherwise insured by this Section.

(6) Loss or damage due to the imposition of abnormal conditions directly or indirectly resulting from testing, intentional overloading, or experiments.

(7) Shortage, destruction, deterioration of or damage to raw materials, semi-finished or finished products or other materials required for proper operation, even if the consequence of material damage to an item described in the list under the heading "LIST OF MACHINERY AND PLANT" in the schedule of this Section is involved.

(8) Any restrictions on reconstruction or operation imposed by any public authority.

(9) The Insured not having at his disposal in good time, sufficient capital for repairing or replacing destroyed or damaged machinery.

(10) Loss of or damage to machinery, mechanical installations and their additional installations or other items which are not described in the list under the heading "LIST OF MACHINERY AND PLANT" in the schedule of this Section, even if the consequence of material damage to an item described in the aforesaid list is involved.

(11) Loss of business due to causes such suspension, lapse or cancellation of a lease, license or order etcetera which occurs after the date when the machinery and plant affected by an Accident is again in operating condition and the Business could have been resumed, if the aforesaid lease, license, or order, et cetera had not been suspended, lapsed, or cancelled.

If the company alleges that by reason of any of the provisions of Specific Exceptions (3) and (4) above, any loss or claim is not covered by this Section, the burden of proving the contrary shall rest on the insured.

Amendment regarding General Exceptions

For the purposes of this Section only, the General Exceptions of this policy are cancelled and replaced by the following:

1. (A) this policy does not cover any loss or claim resulting from interruption of or interference with the Business directly or indirectly attributable to any loss or damage related to or caused by: -

   (i) civil commotion, labour disturbances, riot, strike, lockout or public disorder or any actor activity which is calculated or directed to bring about any of the above.

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

   (iii) (a) mutiny, military rising, military or usurped power martial law or state of siege or any other event or because which determines the proclamation or maintenance of martial law or state of siege.
   (b) insurrection, rebellion, or revolution.

   (iv) any act (whether on behalf of any organization, body or person, or group of persons) calculated or directed to overthrow or influence any state or government or any provincial, local, or tribal authority with force, or by means of fear, terrorism, or violence.

   (v) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective, or cause or to bring about any social or economic change, or in protest against any state or government, or any provincial, local, or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof:

   (vi) any attempt to perform any act referred to in clause (iv) or (v) above.

   (vii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii), (iii), (iv), (v) or (vi) above.

   If the company alleges that by reason of clause (i), (ii), (iii), (iv), (v), (vi) or (vii) of this General-Exception, any loss or claim is not covered by this policy, the burden of proving the contrary shall rest on the insured.

   (B) This policy does not cover any loss or claim resulting from interruption of or interference with the Business directly or indirectly attributable to any loss or damage caused 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 5 of 1976) or any similar Act operative in any of the Republics to which this policy applies.

2. This policy does not cover any loss or claim resulting from interruption of or interference with the Business directly or indirectly occasioned by or through or arising from or in consequence or contributed to by:

   (i) nuclear weapons material.

   (ii) Ionizing radiations or contamination by radioactivity from a nuclear fuel or from any nuclear waste from the combustion of nuclear fuel (for the purposes of this General Exception2 only, combustion shall include any self-sustaining process of nuclear fission).

Specific Conditions applicable to this Section

(1) The due observance and fulfilment of the terms of this Section and of this policy in so far as they relate to anything to be done or complied with by the Insured shall be a Condition precedent to any liability of the company.

(2)
(a) Representatives of the company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the company with all details and information necessary for the assessment of the risk.
(b) The insured shall as soon as possible notify the company in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.

(3) Should at any time after the commencement of this Section

(a) the Business be wound up or carried on by a Liquidator, Receiver, trustee, or judicial manager of be permanently discontinued,
(b) the Insured's interest ceases otherwise than by death,
(c) any alteration be made or admitted by the Insured whereby the risk of Accident is increased.
(d) the retention of standby or spare machinery or any other loss-minimizing factors in existence when the insurance under this Section was effected, be reduced or discontinued, or such standby or spare machinery be not maintained in an efficient working condition and available for immediate use, then the insurance under this Section shall, notwithstanding anything contained to the contrary in General Condition I of this policy, cease unless and until the continuance of the insurance under this Section is confirmed in writing by the company.

(4) The Insured shall exercise all reasonable care in the selection of employment and supervision of all employees and in the prevention of any loss or damage and in compliance with any statutory regulations and manufacturer's recommendations. The stipulations of this Specific Condition (4) are applicable in addition to the stipulations of General Condition 5 of this policy.

(5) The Insured shall be obliged to keep records. All records (for example inventories, production, and balance sheets) for the three years shall be held in safe keeping (as a precaution against their being simultaneously destroyed) the Insured shall keep separate sets of such records.

(6) On the happening of any occurrence which may result in a claim under this Section, the Insured shall.

(a) immediately notify the company by telephone or telegram of the aforesaid occurrence and send the company written confirmation thereof within forty-eight hours after the aforesaid occurrence.
(b) do and concur in doing and permit to be done all such things as may be reasonably practicable to minimize or establish the extent of any interruption of or interference with the Business or to avoid. or diminish the loss resulting therefrom.
(c) as far as may be reasonably practicable, without causing any increase in the period of interruption or interference with the Business, take precautions to preserve any things which might prove necessary or useful by way of evidence in connection with any claim.
(d) discontinue the use of any damaged machinery and plant unless the company authorize otherwise, and the company shall not be liable in respect of any further interruption or interference with the Business arising out of the continued use of any damaged machinery and plant without the company having given the company's consent to such use until the aforesaid machinery and plant have been repaired to the satisfaction of the company.

(7) In the event of a claim being made under this Section, the insured shall, at the Insured's own expense within thirty days after the expiry of the indemnity period (or within such further time as the company may in writing allow) submit to the company a written statement setting forth full particulars of the Insured's claim together with details of all other insurances covering the Accident or any part of it or consequential loss (of any kind whatsoever) resulting therefrom. The Insured shall at the Insured's own expense also produce and furnish the to the company such books of account and other business books, documents, proofs, information, explanation and other evidence as may reasonably be required by the company for the purpose of investigating or verifying the claim, together with (if required) a statutory declaration regarding the truth of the claim and of any matters connected with the claim.

(8) If at the time of any Accident resulting in a loss insured against under this Section, there be any other insurance effected by or on behalf of the Insured covering the same loss or any part thereof, the company shall not be liable to pay or contribute more than is rateable proportion of any sum payable in respect of the whole of such loss. Provided, however, that the company shall not be liable to pay for or contribute to any loss which is insured by or would but for the existence of this Section be insured by any Business Interruption or Loss of Profits or Consequential Loss Policy or Policies covering marine risks or fire and/or explosion risks.

(9) The total amount of the indemnity which is provided under this Section shall be payable two weeks after the final determination of such amount. If after the expiry of one month since the beginning of an interruption of or interference with the Business and after the expiry of each further month, it is possible to determine the minimum amount which the company is liable to pay in respect of the then lapsed period of the aforesaid interruption or interference, the Insured shall be entitled to demand that the aforesaid minimum amount be paid to the Insured as an instalment in respect of the total amount of the indemnity which is provided under this Section.

Provided however that.

(a) the company shall be entitled to postpone any payment.

(i) if there is any doubt as to the Insured's right to receive payment, until the necessary proof is furnished.

(ii) if, as a result of any physical loss or damage or any interruption of or interference with the Business, any police or penal investigations have been initiated against the Insured, until the completion of such investigations.

(b) the company shall not be liable to pay interest other than interest for default.

(10) In the event of an Accident right to take over and control all necessary repairs or replacements.

(11) On the happening of any occurrence in respect of which a claim is or may be made under this Section, the company and every person authorized by the company may (without thereby incurring any liability and without diminishing the right of the company to rely upon any other Conditions of this policy) enter any building where the loss has happened and may take possession of or require that any of the machinery and plant be rendered to them and may keep possession of and deal with such machinery and plant for all reasonable purposes and in any reasonable manner. This condition shall be evidence of the leave and license of the insured to the company so to do. If the Insured or anyone acting on his behalf does not comply with the requirements of the company or hinders or obstructs the company during any of the aforementioned acts, then all benefit under this Section shall be forfeited.

Appendix 1 - provisions

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

(a) **REDUCTION IN TURNOVER** and

(b) **INCREASE IN COST OF WORKING** and the amount payable as indemnity thereunder shall be:

(a) **IN RESPECT OF REDUCTION IN TURNOVER**: The sum produced by applying the Rate of Gross Profit to the amount by which the turnover during the Indemnity Period shall, in consequence of the Accident, fall short of the Standard Turnover.

(b) **IN RESPECT OF INCREASE IN COST OF WORKING**: The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Accident, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided, less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Accident, provided that the amount payable shall be proportionately reduced if the sum insured in respect of Item 1 of this Section be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover.

Definitions and notes

For the purposes of the insurance under Item 1 of this Section the expression

"Gross Profit" used in this Section shall mean - the amount by which
(1) the sum of the value of the Turnover and the value of the closing stock, shall exceed.
(2) the sum of the value of the opening stock and the amount of the Specified Working Expenses.

Note (i): The values 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.
"Specified Working Expenses" used in this Section shall mean-those variable expenses (of the Business) which are specified under the heading **"SPECIFIED WORKING EXPENSES"** in the schedule of this Section.

"Turnover" used in this Section shall mean - the money (less discounts allowed) paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the Business at the Premises.
"Indemnity Period "used in this Section shall mean - the period, not exceeding the indemnity period limit stated in the column under the heading **"INDEMNITY PERIOD LIMIT"** of the list under the heading **"LIST OF MACHINERY AND PLANT"** in the schedule of this Section, commencing with the occurrence of the Accident during which the results of the Business shall be affected in consequence of such Accident, provided always that the company shall not be liable for the amount of the loss arising during the Time Excess, such Time Excess to commence as from the beginning of the interruption of or interference with the Business resulting in a claim under this Section.

"TIME EXCESS" used in this Section shall mean - the period stated in the column under the heading **"TIME EXCESS"** of the list under the heading "**LIST OF MACHINERY AND PLANT"** in the schedule of this Section.
"Rate of Gross Profit" used in this Section shall mean - the rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Accident, to which such adjustments shall be made as may be necessary to provide for the trend of the Business and of variations in or special circumstances affecting the Business either before or after the Accident or which would have affected the Business had the Accident not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results

"Standard Turnover" used in this Section shall mean - the Turnover during that period in the twelve months immediately before the date of the Accident which corresponds to the Indemnity Period, to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the Business either before or after the Accident or which would have affected the Business had the Accident not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Accident would have been obtained during the relative period after the Accident.

"Annual Turnover" used in this Section shall mean - the Turnover which but not for the Accident the Insured would have been able to obtain during the twelve months immediately before either the date when the Business is no longer affected or when the Indemnity Period ends, whichever occurs first.

Note 1

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 the insured's behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

It is expressly declared and agreed that the following Clauses (each individually) shall otherwise be subject to all the terms, exceptions, and conditions of this Section and all the terms, exceptions, and conditions of this Section and all the terms, exceptions, and conditions (in so far as they can apply) of this policy, as if they had been incorporated in such Clauses.

Appendix 2 - Clauses

(1) Clause regarding overhauls

In determining the amount payable as indemnity under this Section, due allowance shall be made for the time spent on any overhauls, inspections or modifications carried out during any period of interruption of or interference with the Business.

(2) Clause regarding benefits after recommissioning

If during a period of six months immediately following there commissioning of the machinery and plant after an Accident, the Insured derives benefits from deferred sales or from increased production and/or profits as a consequence of an interruption of or interference with the Business, such benefits shall be taken into account in determining the amount payable as indemnity under this Section.

(3) Clause regarding reinstatement of sum insured.

For the period following the occurrence of an Accident up to the last day of the then current (annual) period of insurance, the sum insured under this Section shall be reinstated by payment of an additional premium on a prorate basis, such additional premium to be calculated on that part of the aforesaid sum insured which corresponds to the amount paid as indemnity under this Section. The agreed sum insured shall, however, remain unaltered.

(4) Clause regarding return of premium

If the Insured declares at the latest six months after the expiry of any (annual) period of insurance that the Gross Profit earned during the accounting period of twelve months most nearly concurrent with the aforesaid (annual) period of insurance, as certified by the Insured's auditors, was less than the sum insured thereon, a pro rata return of premium, not exceeding one third of the premium paid on such sum insured for such (annual) period of insurance, shall be made in respect of the difference. If any Accident has occurred giving rise to a claim under this Section, the aforesaid return shall be made in respect only of so much of the aforesaid difference as is not due to such Accident.

(5) Clause regarding prolongation of the period of interruption

The company shall not be liable under this Section in respect of the prolongation of any period of interruption of or interference with the Business resulting directly or indirectly from the operation of:

(a) any gazette law of the Republic of South Africa, including any exchange control regulation, directed against any other country.

(c) any law of a foreign country or international law directed against the Republic of South Africa.

(d) any economic sanctions, conventions, trade embargoes, boycotts, strikes, or actions directed against the Republic of South Africa, other than occurring within the borders of the Republic of South Africa.

If the company alleges that this Clause is applicable by reason of any or all of stipulations (a), (b) and (c) above, the burden of proving the contrary shall rest on the Insured.

Deterioration of Stock Section

(Following Machinery Breakdown)

Defined Events

Loss of or damage to the insured property (stock), specified in the schedule caused by deterioration due to unforeseen physical loss of or damage to the machinery specified in the machinery breakdown section and indemnifiable under the machinery breakdown section in force. Provided that the liability of the company during any one year of insurance shall not exceed the limit of indemnity stated in the schedule in respect of each item specified.

Specified Exceptions

The company shall not be liable for:

1. Loss arising within the no-claim period stated in the schedule of goods stored in the refrigeration chambers due to deviation from the prescribed refrigeration temperature unless deterioration is caused by contamination as a result of leakage of refrigerant or by accidental freezing of goods or unless fresh goods that have not yet reached the prescribed refrigeration temperature are affected thereby.

    a. No-claim period is defined as the time period immediately following cessation of refrigeration or cooling equipment.
    b. During which, with the storage room left sealed, no deterioration would have taken place.
    c. The no claim period shall have a time excess of 24 hours which shall apply from the start of the cessation of the refrigeration or cooling equipment.

2. Loss to the goods stored arising as a result of shrinkage, inherent defects or diseases, natural deterioration, natural putrefaction.
3. Loss arising from improper storage, damage to packing material, insufficient circulation of air, non-uniformity of temperature.
4. Loss caused by temporary repairs carried out, without the company's (AC&E's) consent, of the refrigeration machinery specified in the insured's list of machinery.
5. Penalties for delay, consequential loss or damage or liability of any nature whatsoever.
6. Loss or damage directly or indirectly caused by, or arising out of, or aggravated by
7. The wilful wanton or deliberate act or negligence of any principal partner or employee of the insured or his representatives
8. fire, lightning, chemical explosion, extinguishing of a fire or subsequent demolition, aircraft or other aerial devices or articles dropped therefrom, theft or attempts thereat, collapse of buildings, flood, inundation, earthquake, subsidence, landslip, avalanche, hurricane, cyclone, volcanic eruption, or other natural catastrophes.
9. All losses resulting from the failure to maintain the refrigeration plant or equipment.
10. All losses that arise from the deliberate withholding of electricity supply or power by any municipal of recognised authority.
11. All losses that arise from theft or attempted theft of stock.
12. All losses resulting from the destruction of or damage or loss of the refrigeration plant or equipment (or part thereof) due to theft or attempted theft.

Specific Conditions

This section shall only apply if:

1. The refrigeration machinery is insured under an in-force machinery breakdown section.
2. The insured refrigeration machinery is connected to an automatic alarm system in an attended location.
3. The stock is not stored in "controlled atmosphere" chambers.
4. At the time of the loss or damage the goods are stored in the refrigeration chambers.
5. The stock insured under this section, shall exclude all stock listed within the insured stock records and stored within the refrigeration chambers, which has surpassed its "sell by date" or shelf life at the time of loss.
6. The insured maintains on a daily basis a stock book in which the type, quantity and value of the goods stored, and the beginning and the end of the storage period are entered separately for each refrigeration chamber.
7. The sum insured is equal to the estimated maximum selling price obtainable for the stored goods during the period of this section.
    a. The insured shall be obliged to furnish the company not later than 10 days after the close of each month either with copies of the aforesaid stock books or with a duly completed declaration showing the average quantity and value per day of the goods stored during the preceding month (monthly declaration).
    b. The monthly declaration shall be based on the selling price obtainable for the goods. Stock book copies and monthly declarations shall be regarded as forming an integral part of this policy. The sum insured shall be reduced by any indemnity paid under this section for the remaining policy period unless it has been reinstated by payment of a pro rata additional premium, from the date of the insured loss or damage for the remaining portion of the (annual) period of insurance.
8. All claims shall be settled on the basis of the value stated in the monthly declaration immediately prior to the occurrence of the loss or the selling price that would have been obtainable, whichever is the lesser. When determining the indemnity, the company shall take into consideration all circumstances that may influence the amount of indemnity, such as proceeds from a sale of goods as well as storage costs saved due to the termination of the storage. If after the occurrence of a partial loss

it is found that the last monthly declaration preceding the loss is less than the amount that ought to have been declared, then the amount which would have been recoverable by the insured shall be reduced in such proportion to the amount of the said last monthly declaration. (The total stock value, in the event of a claim, shall be reduced to the value of previous declaration received by the company (AC&E).)

Maintenance and Service Contracts

It is hereby declared and agreed that a maintenance or service contract must be in force for all equipment insured under the Machinery Breakdown and all equipment wherein stock is stored which is covered under the Deterioration of Stock section of the policy.
This contract must be in place for each machine, plant or equipment described in the policy schedule.

The maintenance of all machines, plant or equipment described in the policy schedule shall incorporate the following:
(d) Preventative maintenance of machines, plant, or equipment
(e) Repairs or replacement of damaged components and any rectification of losses or damage or faults arising from the normal operation and ageing of all machines, plant, or equipment.
(f) Regular safety checks being performed (weekly or monthly as per manufacturers requirements)

All costs for maintenance related work are excluded and not recoverable or insurable under this policy.

Constant Supervision (only if stated in the schedule to be included)

It is a condition of cover that the insured refrigeration machinery is under constant supervision by qualified personnel in an attended location.

Temperature Readings (only if stated in the schedule to be included)

During the entire period of storage, the insured records, in a logbook, the condition of the insured goods and includes at least three (3) temperature readings per day from each refrigeration chamber, the accuracy of the temperature readings being verified by means of a calibrated, independent reference thermometer at least every 14 days.

Special Memoranda

In the event of damage to the insured products where such damage necessitates destruction of these products, a certificate of condemnation must be obtained by the insured from the appropriate local authority for such products to be destroyed.

The destruction of such products shall take place within the parameters of the set regulations of the relevant local authority and the controlled environment as required.

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.

Motor Section

Sub-section a Loss or damage

Defined events.

Loss of or damage to any vehicle described in the schedule and its accessories and spare parts whilst thereon. In addition, if such vehicle is disabled by reasons of any loss or damage insured herein, 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 previous consent of the company to the extent of but not exceeding R5 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 loss or damage, not exceeding an amount of R5 000 for the cost of transport to the permanent address of the insured in the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, or Malawi

Provided that.

1. the limit of indemnity for each type of vehicle is stated in the schedule and shall be the maximum amount payable by the company in respect of such loss or damage but shall not exceed the reasonable retail value of the vehicle and its accessories and spare parts at the time of such loss or damage.

2. the company may, at its own option, repair reinstate or replace such vehicle or any part thereof and / or its accessories and spare parts or may pay in cash the amount of the loss or damage not exceeding the reasonable retail value of such vehicle and / or its accessories and / or spare parts at the time of such loss or damage.

3. If, to the knowledge of the company, the vehicle is the subject of a suspensive sale or similar agreement, such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the company in respect of such loss or damage.

4. In respect of each and every occurrence giving rise to a claim (except a claim resulting from fire, lightning or explosion) under this sub-section, the insured shall be responsible for the first amounts payable stated in the schedule (according to the type of vehicle) of any expenditure (or any less expenditure which may be incurred) for which provision is made under this sub-section (including any payment in respect of cost, expenses and fees), and of any expenditure by the company in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the company shall include any first amount payable for which the insured is responsible, such amount shall be paid by the insured to the company forthwith.

5. the company shall not be liable for more than the amount stated in the schedule (after deduction of the first amounts payable) in respect of the theft or attempted theft of radios, tape players and similar equipment or telephones supplied by the manufacturers of the vehicle when new.

Exceptions to sub-section A

The company shall not be liable to pay for

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

(b) damage to tires by application of brakes or by road punctures, cuts, or bursts.

(c) damage to springs / shock absorbers due to inequalities of the road or other surface or to impact with such inequalities.

(d) detention, confiscation or requisition by customs or other officials or authorities.

Sub-section B Liability to third parties

Defined events

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

(i) death of or bodily injury to any person, but excluding death of or bodily injury to any person in the employ of the insured arising from and in the course of such employment or being a member of the same household as the insured

(ii) damage to property other than property belonging to the insured or held in trust by or in the custody or control of the insured or being conveyed by, loaded onto, or unloaded from such vehicle.

The company will also, in terms of and subject to the limitations of and for the purposes of this sub-section,

1. pay all costs and expenses incurred with their written consent, and shall be entitled at their discretion to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this sub-section, or for defending in any magistrate's court any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this sub-section, provided that the total of the company's liability under both this extension and sub-section B shall not exceed the limit of indemnity stated 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.

(a) 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.

(b) such person driving such vehicle has not been refused any motor insurance or continuance thereof by any insurer.

(c) indemnity shall not apply in respect of claims made by any member of the same household as such person.

(d) such person is not entitled to indemnity under any other policy except in respect of any amount not recoverable there under

3. indemnify the insured while personally driving or using any private type of motor car not belonging to him and not leased or hired to him under a lease or suspensive sale agreement. Provided the insured is an individual and has insured hereunder a vehicle described under definition (a) or (b) 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 or damage to the towed vehicle or trailer or to property therein or thereon.

Exceptions to sub-section B

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

(a) so much of any compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment. This exception shall apply notwithstanding that no insurance under such enactment is in force or has been affected.

(b) death of or injury to any person being carried in or upon or entering or getting onto or alighting from a vehicle described in definition (b), (c), (d) or (e) at the time of the occurrence of the event from which any claim arises (except any person being carried in or upon or entering or getting onto or alighting from a permanently enclosed passenger carrying compartment of a commercial vehicle with a carrying capacity not exceeding 1500kg)

(c) liability arising from the operation, demonstration, or use (for purposes other than maintenance or repair of the vehicle) of any tool or plant forming part of or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant. This exclusion shall not apply to forklift trucks.

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.

Sub-section C Medical expenses

Defined events.

If an occupant in the specified part of a vehicle described below, in direct connection with such vehicle, sustains bodily injury by violent, accidental; external and visible means, the company will pay to the insured the medical expenses incurred as a result of such injury up to R1000 per injured occupant but not exceeding R20 000 in total for all occupants injured as a result of an occurrence or series of occurrences arising out of one event.

The amount payable under this sub-section shall be reduced by any amount recoverable under any workmen's compensation enactment or similar legislation.

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

DEFINED VEHICLE BUT ONLY IF IT IS INSURED 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

Definitions

1. Occurrence

The term occurrence shall mean an occurrence or series of occurrences arising from one cause in connection with anyone vehicle in respect of which indemnity is provided by this insurance.

2. Vehicle

The term vehicle shall mean.

(a) private type motor cars (including station wagons, safari vans, estate cars and the like or similar vehicles designed to seat not more than 9 persons including the driver)

(b) commercial vehicles and special type vehicles as described in the schedule.

(c) motorcycles (including motor scooters and 3 wheeled vehicles)

(d) buses (including any vehicle used for business purposes and designed to seat more than 9 persons, including the driver)

(e) trailers, i.e. Any vehicle without means of self-propulsion designed to be drawn by a self-propelled vehicle, but exceeding 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 insurer'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.

No claim rebate provisions (applicable to specified vehicle basis)

The policy schedule reflects the Claim Free Group of every vehicle. These are awarded based on the number of claims made or arising for the particular vehicle during the preceding period of insurance. The renewal premium is then based on the revised Claim Free Group according to the following explanation:

(a) Claim Free Groups range from 0 to 5 for vehicle definition (a), (b), (c) and (d) with 5 having the lowest and 0 having the highest premium.

(b) As an example of a Claim Free Group 3 will be awarded to a vehicle that has been claim free for the preceding 3 years and a 5 for the vehicle that has been claim free for the preceding 5 years.

(c) Each claim made or arising in a period of insurance will result in a 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

Extensions

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

The indemnity under sub-section B includes claims made against

a. 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) designed to be drawn by a self-propelled vehicle, but excluding any parts or accessories not permanently fitted thereto

b. any such person in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not belonging to him or to the insured or leased or hired by either of them, but not in so far as such person has not been refused any motor insurance or continuance thereof by any insurer.

Provided that.

(i) all the words in (b) of the exceptions to sub-section B are deleted.

(ii) 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 (a) and (b) above.

(iii) the payment by the insured of subsidies or traveling 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.

(iv) if, at the time of the occurrence of any accident giving rise to a claim under this extension, the insured of such person is entitled to indemnify 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.

(v) the terms exceptions and conditions of the policy shall otherwise apply.

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

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

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

The indemnity under sub-section B, notwithstanding exception (b) thereto, extends to cover the insured's legal liability for death of or bodily injury to persons while being carried in or up on 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.

4. Parking facilities and movement of third-party vehicles extension (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 employment of the insured or acting on the insured's behalf, provided always that such vehicle was being moved.

(a) with the authority of any tenant, customer, or visitor of the insured or

(b) in connection with the insured's parking arrangements or

(c) 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.

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

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

Provided that.

(a) no other damage has been caused to the vehicle giving rise to a claim under the policy.

(b) the insured shall be responsible for the first amount payable (applicable to glass) stated in the schedule of each and every loss.

6. Waiver of subrogation rights

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

7. Principals

Notwithstanding specific exception 2 of this section, the indemnity under sub-section B extends to indemnify, to the extent required by the conditions of any contract of the building industries Federation of South Africa and in connection with any liability arising from the performance of such contract, any principal named in such contract entered into by 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.

8. Cross liabilities

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

9. Riot and strike extension (if stated in the schedule to be included)

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

(i) civil commotion, labour disturbances, riot, strike, or lockout.

(ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (I) above.

Provided that this extension does not cover:

(a) loss or damage occurring in the Republic of South Africa and Namibia.

(b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.

(c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.

(d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority,

(e) loss or damage related to or caused by any occurrence referred to in General exception 1(A), (ii), (iii), (iv) or (v) 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 (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

10. Loss of keys extension (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 alarm controller and, if necessary, the reprogramming of any coded alarm system of any insured vehicle, following upon the disappearance of any key or alarm controller of such vehicle or following upon the insured having reason to believe that any unauthorized person may be in possession of a duplicate of such key or alarm controller, provided that

(i) the company's liability shall not exceed, in respect of any one event, the amount sated in theschedule.

(ii) such amount shall be reduced by the first amount payable stated in the schedule.

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

11. Fire extinguishing charges extension

Any costs (not excluding R5 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.

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

The cover provided under sub-section A of this section is extended to include costs and expenses incurred by 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 the 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.

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

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

(a) any arrears instalments or rentals including interest payable on such arrears.

(b) all refunds of premium for cancellation of any insurance cover relating to the motor vehicle

(c) the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled.

(d) the first amount payable under sub-section A

Provided always that.

(a) the amounts payable shall not exceed the maximum indemnity less the first amount payable under sub-section A

(b) this endorsement shall not apply to an agreement whereby the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10% from any other instalment.

(c) if such shortfall is as a result of a re-advance under an instalment sale or refinancing in terms of a lease the insurance by this extension shall be void.

Memoranda

1. Premium adjustment clause

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

2. War clause

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

This section does not cover war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution, military, or usurped power.

3. 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 other purposes 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.

Optional limitations

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

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

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

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

Specific exceptions

1. The company shall not be liable for any accident, injury, loss, damage, or liability.

(a) whilst the vehicle is being used with the general knowledge and consent of the insured otherwise than in accordance with the description of use clause

(b) incurred outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, and Malawi, but the insurers will indemnify the insured against loss of or damage to any vehicle while in transit by sea or by air between ports or places in these territories including loading and unloading incidental to such transit.

(c) incurred while any vehicle is being driven by

(i) the insured while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself) or while not licensed to drive such vehicle.

(ii) any other person with the general consent of the insured who, to the insured's knowledge, is under the influence of

intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself) or 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.

Provided that any driver shall be deemed to be licensed to drive the vehicle if he is complying with the licensing laws relating to any of the territories referred to under Specific exception (b), or if non-compliance with and licensing law is solely because of failure to renew any license subject to periodic renewal, or if a license is not required by law, or while such driver is learning to drive and is complying with the laws relating to learners.

2. The company shall not be liable for any claim arising from contractual liability unless such liability would have attached to the insured notwithstanding such contractual agreement.

Specific conditions

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

2. In addition to complying with General Condition 5 of this policy
   a. the Insured shall take all reasonable steps to maintain any insured vehicle in efficient and roadworthycondition.

   b. all reasonable steps shall in the event of any accident or breakdown be taken to prevent further damage or loss and if the insured vehicle which is involved, in an accident giving rise to a claim under this policy or section, be driven or used before the necessary repairs are affected, any extension of the damage or any further damage to such insured vehicle shall be entirely at the insured's own risk.

Motor Traders - Internal Risks Section

Defined events

Article 1 - Damage to the insured vehicle

The company will indemnify the Insured against accident loss of or damage to any insured vehicle the property of the Insured, or vehicles in the custody care and control of the insured or vehicles for which the insured is responsible for, including all the standard fitted accessories and spare parts whilst therein and thereon, arising in the course of the insured's business occurring in or on the insured's premises, but excluding (unless supplied by the vehicle manufacturer when new) car radio and tape players, compact disc players or any sound and cellular phone equipment permanently fitted to the insured vehicle.

Provided always that.

(a) the company may at its own option repair, reinstate or replace such insured vehicle or any part thereof or may pay in cash the amount of the damage.

(b) the liability of the company under section A of this section is limited to the lower of the purchase price or trade value as per the Auto Dealer's Digest at the time of loss of such insured vehicle but not in any case exceeding the amount stated in respect of Section A under the headings "SUM INSURED" in the schedule in respect of any one accident or series of accidents due to or arising out of any one event or occurrence

(c) in the event of any part (which shall include any spare wheel, tool, accessory and spare part) needed to repair or replace damage(insured against under Article 1 of this Section) to such insured vehicle being unobtainable in the Republic of South Africa as a standard (ready manufactured) article the liability of the company shall be discharged by the payment of a sum equal to the value of such part (including the reasonable cost of freight other than by air) at the time of the accident but not in any case exceeding such part's price as stated in the manufacturer's last issued catalogue or price list.

Specific Exceptions applicable to Article I

The company shall not be liable under Article I of this Section to pay for

(a) loss of use, depreciation, wear, and tear, mechanical or electrical breakdowns, failures, or breakages.

(b) damage to tires unless caused by an accident involving damage to the insured vehicle itself for which indemnity is provided under Article 1 of this Section.

Article II - Liability to third parties

The company will indemnify the Insured against all sums, including claimant's costs and expenses, which the Insured shall become legally liable to pay in respect of

(a) accidental death of or bodily injury to any person.

(b) accidental damage to any vehicle held in trust by or in the custody or control of the insured.

(c) accidental damage to any other property (that is, any property other than a vehicle).
arising in or on the premises, the situation of which is stated in the schedule, out of the activities of the insured's business.

Provided always that.

(a) the company will indemnify the Insured against all costs and expenses (which be connected with the indemnity provided under Article II of this Section) incurred with the company's written consent.

(b) the liability of the company under Article II of this section in respect of death, injury, damage, costs and/or expenses shall be limited to the sum specified in respect of Article II under the headings "LIMITS OF LIABILITY" in the schedule of this Section, in respect of any one accident or series of accidents due to or arising out of any one event or occurrence and in respect of all accidents (whether single accidents or otherwise) occurring during any one term of insurance;
except that in respect of death, injury, damage, costs and/or expenses directly or indirectly due to or in consequence of fire or explosion, the liability of the company under Article II of this Section shall be limited to the sum specified in respect of Article II under the heading "LIMITS OF LIABILITY" in the schedule, or the sum of R300 000 (Three hundred thousand Rand), whichever is the lesser, in respect of any one accident or series of accidents due to or arising out of any one event or occurrence and in respect of all accidents (whether single accidents or otherwise) occurring during any one term of insurance.

Specific Exceptions applicable to Article II

The company shall not be liable under Article ii of this Section in respect of: -

(a) death of or injury to any person in the employment of the Insured arising out of and in the course of such employment.

(b) death of or injury to any person being a member of the same household as the insured.

(c) damage to property belonging to the Insured or belonging to a member of the same household as the insured or belonging to an employee of the Insured.

(d) damage to any insured vehicle the property of the Insured or a member of the same household as the Insured or an employee of the insured.

Definitions

(a) For the purpose of this Section the expression **"Schedule"** used in this Section shall mean - the schedule of this Section.
(b) **"Damage"**: Physical visible damage to the insured vehicle
(c) **"Accessories & Spare parts"-** any Accessory or part not supplied by the manufacturer as standard fitment and fitted as aftermarket Optional Extras, unless specified in the schedule.
(d) **"Premises"** used in this Section shall mean **–** Any premises occupied by the insured as stated in the schedule for the business OF **THE INSURED** and shall include open air car parks the property of the insured, premises in the custody care and control of the insured, and pavements immediately adjacent to the insured premises and street parking abutting such pavements.
(e) **"Insured vehicle"** used in this Section shall mean - any motor vehicle and/or trailer, motor cycle, scooter and quad bike, including the spare wheels(s) and standard issued tools, accessories and spare parts of such motor vehicle and/or trailer , motor cycle, scooter and quad bike, whilst thereon being the property of the insured, including trading stock, excluding vehicles registered in the name of the insured, excluding any vehicles utilized and or used daily for the business of the insured, including social domestic and pleasure use, hired or sold under a suspensive sale or lease or other deferred ownership agreement.

Clause regarding application of limits of indemnity

In the event of any accident involving indemnity to more than one person any limitations by the terms of this Section and/or of any endorsements thereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insured.

Clause regarding first portion for which the Insured is responsible.

In respect of each and every occurrence regarding Articles I and II of this Section and notwithstanding anything to the contrary continued in such Articles the Insured shall be responsible for the first portion, as stated under the heading "First Portion Payable" in the schedule, of any expenditure (or any less expenditure which may be incurred) for which provision is made under the aforesaid Articles (including any payment in respect of costs, expenses and fees) and of any expenditure by the company in the exercise of the company's discretion under Article I of this Section and General Condition 7(a)(ii) of this policy. If the expenditure incurred by the company shall include the amount for which the Insured is responsible in terms of this Clause, such amount shall be paid by the Insured to the company forthwith.
For the purpose of this Clause the expression "occurrence" used in this Clause shall mean an occurrence or series of occurrences due to or arising out of one cause in connection with any one vehicle in respect of which indemnity is provided by this Section.

Clause regarding No Claim Rebate

In the event of no claim being made or arising under this Section during a term of insurance not less than twelve months immediately preceding the renewal date the premium for the renewal of this Section shall be reduced by10% which reduction shall not be cumulative.
Should the company consent to a transfer of interest in this policy the No Claim Rebate earned by the transferor shall not accrue to the benefit of the transferee.

Specific Exceptions applicable to all Articles of this Section

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

1. so much of any compensation or claim as fails within the scope of any compulsory motor vehicle insurance enactment. This Exception shall apply notwithstanding that no insurance under the said enactments is in force or has been affected.

2. death, injury, or damage directly or indirectly caused by fire or explosion or lightning, provided that this exception shall not apply to any claim under Article 11(a) and 11(b) of this Section arising from death, injury or damage caused by fire or explosion resulting directly from the possession of any motor vehicle.
3. any consequence of theft or housebreaking or any attempts thereat.
4. damage to any vehicle or any other property sustained while it is being worked upon and directly resulting from such work.
5. any defective workmanship or any consequence thereof.
6. death, injury, or damage caused by or through any demolition of or structural alteration or addition to the premises or by or through the installation of any equipment.
7. death, injury, or damage caused by, or through or in connection with the use by or on behalf of the insured of animals, power - driven cranes, elevators, lifts or hoists other than cranes or elevators forming part of any insured vehicle.
8. death, injury, or damage resulting from the driving of the insured vehicle elsewhere than in or on the premises.
9. damage caused by weather conditions to the insured vehicle.
10. any claim arising out of any contractual liability.

Appendix 1 - Extensions and Modifications

It is expressly declared and agreed that he is following Extensions / Modifications (each individually) shall otherwise be subject to all the terms, exceptions, and conditions of this Section and all the terms, exceptions, and conditions (in so far as they can apply) of this policy, as if they had been incorporated in such Extensions/Modifications.

(1) Extension regarding work away from premises (Only applicable if stated in the schedule as being included)

In consideration of the payment of an additional premium which is included in the premium on this Section it is hereby declared and agreed that the expression "premises" as defined in the Definitions of this Section shall be deemed to include any premises at which the Insured is performing work provided that such premises are not under the control of the insured.

(2) Extension regarding car hoists (Only applicable if stated in the schedule as being included)

In consideration of the payment of an additional premium which is included in the premium on this Section it is hereby declared and agreed that the words "and car hoists having a lift not exceeding two meters" are added at the end of Specific Exception (7) of the Specific Exceptions applicable to all Articles of this Section

(3) Modification regarding third party only cover (Only applicable if stated in the schedule as being included)

It is hereby declared and agreed that Article I and Article II (b) and the Clause regarding No Claim Rebate, are cancelled.

Motor Traders - External Risks Section

Defined events

The company will in accordance with the terms, exceptions and conditions of Articles I and II indemnify the Insured in respect of any accident loss of or damage to any insured vehicle the property of the Insured, or vehicles in the custody care and control of the insured or vehicles for which the insured is responsible for, including all the standard fitted accessories and spare parts whilst therein and thereon, arising in the course of the insured's business , and such insured vehicle is being used in accordance with the terms of the Basis of insurance which is mentioned under the heading "BASIS OF INSURANCE" in the schedule, occurring whilst any insured vehicle(s) is elsewhere than in or on any business premises owned by or in the custody care and control of the Insured; but excluding (unless supplied by the vehicle manufacturer when new) car radio and tape players, compact disc players or any sound and cellular phone equipment permanently fitted to the insured vehicle.

Article 1 - Loss of or damage to the insured vehicle

The company will indemnify the Insured against loss of or damage to any insured vehicle including the spare wheel(s) and standard issued tools, accessories, and spare parts of such insured vehicle(s) whilst thereon as well as other accessories and spare parts of such insured vehicle(s) whilst attached thereto.

Provided always that.

(a) the company may at its own option repair, reinstate or replace such insured vehicle or any part thereof and/or the spare wheel(s), tools, accessories, and spare parts as mentioned above thereof or may pay in cash the amount of the loss ordamage.

(b) the liability of the company under Section A of this section is limited to the lower of the purchase price or trade value as per the Auto Dealer's Digest at the time of loss of such insured vehicle including the spare wheel(s), tools, accessories and spare parts as mentioned above) but not in any case exceeding the amount stated in respect of Section A under the heading "SUM INSURED" in the schedule in respect of any one accident or series of accidents due to or arising out of any one event or occurrence

(c) in the event of any part (which shall include any spare wheel, tool, accessory and spare parts) needed to repair or replace the damage, (insured against under Article I of this Section), to such insured vehicle being unobtainable in the republic of South Africa as a standard (ready manufactured) article; the liability of the company shall be discharged by the payment of a sum equal to the value of such part (including the reasonable cost of freight other than by air) at the time of the accident but not in any case exceeding such part's price as stated in the manufacturer's last issued catalogue or price list;

if such insured vehicle is disabled by reason of any loss or damage insured against under Article I of this Section 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 R5 000 on the understanding 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 the aforesaid loss or damage but not exceeding the reasonable cost of transport to the address of the insured anywhere in the area which on the 1st of January 1976 constituted the Republic of South Africa, Namibia, Lesotho, Botswana, and Swaziland.

Specific Exceptions applicable to Article I

The company shall not be liable under Article I of this Section to pay for

(a) consequential loss arising in any way whatever, depreciation, wear, and tear, mechanical or electrical breakdowns, failures, or breakages.

(b) damage to tyres by application of brakes or by road punctures, cuts, or bursts.

(c) damage to springs due to inequalities of the road or other surface or to impact with such inequalities.

(d) loss or damage to accessories or spare parts by theft unless the vehicle is stolen at the same time.

Article II - Liability to third parties

The company will

1. indemnify the insured in the event of an accident caused by or through or in connection with any insured vehicle, including the loading and/or unloading of such insured vehicle, against all sums, including claimant's costs and expenses which the insured shall become legally liable to pay in respect of: -

    a. death or bodily injury to any person

    b. damage to property

2. pay all costs and expense (which be connected with the indemnity provided under Article II of this section) incurred with the company's written consent.
3. indemnify, in terms of and subject to the limitations of and for the purposes of Article II of this Section, any person who is driving any insured vehicle on the Insured's order or with the Insured's permission, on the understanding that: -

    a. such person is not entitled to indemnify under any other policy or any other section of this policy.
    b. such person shall as though he/she were the Insured observe, fulfil and be subject to the terms, limitations, exceptions, and conditions of this Section and of this policy in so far as they can apply.

    c. such person has not been refused any motor vehicle insurance thereof by any insurance company or underwriter.

Provided always that the liability of the company under Article II of this Section in respect of death, injury, damage, costs and/or expense shall be limited to the sum specified in respect of Article II under the heading "LIMITS OF LIABILITY" in the schedule, in respect of any one accident or series of accidents due to or arising out of any one event or occurrence; **except** that in respect of death, injury, damage, costs and/or expenses directly or indirectly due to or in consequence of **fire or explosion,** the liability of the company under Article II of this Section shall be limited to the sum specified in respect of Article II under the heading "LIMITS OF LIABILITY" in the schedule or the sum of R300 000 (Three hundred thousand Rand), whichever is the lesser, in respect of any one accident or series of accidents due to or arising out of any one event or occurrence.

Specific Exceptions applicable to Article II

The company shall not be liable under Article II of this Section in respect of: -

(a) death, injury, or damage caused by or arising out of the operation, demonstration or use for purposes other than maintenance or repair or any insured vehicle (unless it be a forklift truck) of any tool or plant forming part of or attached to or used in connection with any insured vehicle or anything manufactured by or contained in any such tool or plant.

(b) death, injury, or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to any insured vehicle for loading thereon or the taking away of a load from any injury vehicle after unloading there from.

(c) death of or injury to any person in the employment of the insured arising out of and in the course of such employment

(d) death of or injury to any person being carried in or upon or entering or getting onto or alighting from any motor scooter, motorcycle or sidecar attached thereto at the time of the occurrence of the event out of which any claim arises.

(e) death of or injury to any person being a member of the same household as the insured.

(f) 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 any insured vehicle.

(g) damage to any via duct bridge or weighbridge or weighbridge or to any road and/or anything beneath by vibration or by the weight of any insured vehicle or load carried by such insured vehicle.

Definitions

For the purposes of this Section the expression
"Schedule" used in this Section shall mean - the schedule of this Section.

"Loss" – Disappearance, or loss through, hold up or hi jack and which has been reported to the SA Police

"Damage": Physical visible damage to the insured vehicle

"Accessories & Spare parts"- any Accessory or part not supplied by the manufacturer as standard fitment and fitted as aftermarket Optional Extras, unless specified in the schedule.

"Premises" used in this Section shall mean **–** Any premises occupied by the insured as stated in the schedule for the business OF THE INSURED and shall include open air car parks the property of the insured, premises in the custody care and control of the insured, and pavements immediately adjacent to the insured premises and street parking abutting such pavements.

"Insured vehicle" used in this Section shall mean - any motor vehicle and/or trailer, motor cycle, scooter and quad bike, including the spare wheels(s) and standard issued tools, accessories and spare parts of such motor vehicle and/or trailer , motor cycle, scooter and quad bike, whilst thereon being the property of the insured, including trading stock, excluding vehicles registered in the name of the insured, excluding any vehicles utilized and or used daily for the business of the insured, including social domestic and pleasure use, hired or sold under a suspensive sale or lease or other deferred ownership 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, which for the purpose of any vehicle (mechanically- propelled or otherwise) attached to any aforementioned vehicle for the purpose of being towed or salvaged.

Clause regarding application of limits of indemnity

In the event of any accident involving indemnity to more than one person, any limitation by the terms of this Section and/or of any endorsement thereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insured.

Clause regarding first portion for which the Insured is responsible.

In respect of each and every occurrence regarding Articles I and II of this Section and notwithstanding anything to the contrary contained in such Articles the insured shall be responsible for the first portion, as stated under the heading "First Portion Payable".

schedule of any expenditure (or any less expenditure which may be incurred) for which provision is made under the aforesaid Articles (including any payment in respect of costs, expenses, and fees) and of any expenditure by the company in the exercise of the company's discretion under Article of this Section and General Condition 7 (a)(ii) of this policy. If the expenditure incurred by the company shall include the amount for which the insured is responsible in terms of this Clause, such amount shall be paid by the Insured to the company forthwith.
For the purposes of this Clause, the expression "occurrence" used in this Clause shall mean an occurrence or series of occurrences due to or arising out of one cause in connection with any one vehicle in respect of which indemnity is provided by this Section.

Description of use Clause

Use for the Insured's business or occupation as stated in the schedule.

Excluding

Hiring, carriage of passengers for hire or carriage of fare paying passengers; driving instructions, for reward; racing; speed or other contents, rallies, or trials; carriage of explosives; carriage of passengers in excess of the number for which the vehicle is licensed or authorized by law to carry; or carriage of any load in excess of that for which the vehicle is licensed to carry.

Clause regarding No Claim Rebate

In the event of no claim being made or arising under this Section during a period of insurance of not less than twelve months immediately preceding the renewal date of this policy, the annual premium of this Section shall be reducedby10%which reduction shall not be cumulative.
Should the company consent to a transfer of interest in this policy, the No Claim Rebate earned by the transferor shall not accrue to the benefit of the transferee.

Specific Exceptions applicable to all Articles of this Section

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

(1) 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 the aforementioned enactment is in force or has been affected.

(2) any accident, injury, loss, damage, liability, costs and/or expenses caused, sustained or incurred outside the area which on the 1st January 1976 constituted the Republic of South Africa, Namibia, Lesotho, Botswana, Swaziland, Zimbabwe and Malawi provided, however, that the company will indemnify the Insured in terms of Article I of this Section against loss of or damage to any insured vehicle whilst in transit by sea between any ports in the aforementioned area including loading and unloading incidental to such transit;

(3) any accident, injury, loss, damage, liability, costs and/or expenses caused, sustained, or incurred while any insured vehicle in

respect of or in connection with which insurance is granted under this Section.

(a) is being used otherwise than in accordance with the terms of the DESCRIPTION OF USE CLAUSE of this Section and the BASIS OF INSURANCE which is mentioned in the schedule.

(b) is being driven by the Insured or by any other person with the general knowledge and consent of the Insured unless duly and fully licensed to drive such vehicle in terms of the legislation applying to the area referred to in Specific Exception (2) of the Specific Exceptions applicable to all Articles of this Section provided however, that if such a license to be renewed he/she has held and is not disqualified from holding or obtaining such a license and provided further that this Exception shall not apply whilst the insured or any such other person is driving such vehicle whilst learning to drive if at such time he/she is complying with the laws and regulations in force relating to learners;

(c) is being driven by the insured, a member, or a director of the insured whilst under the influence of any intoxicating liquor.

(d) is being driven with the general consent of the Insured or of his representative by any person who to the knowledge of the Insured or of such representative is under the influence of any drug or intoxicating liquor.

(e) is being used for any unauthorized purpose by an employee of the Insured or by any other person with whom such employee is or was in collusion.

(4) any accident, injury, loss, damage, liability, costs and/or expenses directly or indirectly caused by or arising out of the explosion of the boiler of any insured vehicle.

(5) any claim arising out of any contractual liability.

Specific Conditions applicable to this Section

(1) If during the currency of this Section any driver's license in favour of the Insured or in favour of any authorized driver of the Insured be endorsed, suspended, or cancelled or if he/she or they can 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) In addition to complying with General Condition 5 of this policy

(a) the Insured shall take all reasonable steps to maintain any insured vehicle in efficient and roadworthy condition.

(b) all reasonable steps shall in the event of any accident or breakdown be taken to prevent further damage or loss and if the insured vehicle which is involved, an accident giving rise to a claim under this policy or section, be driven or used before the necessary repairs are affected, any extension of the damage or any further damage to such insured vehicle shall be entirely at the insured's own risk.

Appendix 1 - Provisions

It is hereby declared and agreed that only the Basis which is mentioned under the heading "BASIS OF INSURED" in the schedule is applicable and such Basis is subject to all the terms, exceptions, and conditions of this Section and all the terms, exceptions, and conditions in so far as they can apply) of this policy.

Part 1: Wages basis

(1) The cover under this Section shall only be operative whilst the insured vehicle is being used.

(a) for the business purposes of the Insured by the Insured or a member, 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.

(b) for purposes of tuition provided that the person being taught to drive is complying with the law in force relating to learner- drivers and is accompanied by a fully licensed driver who shall be either the Insured or a member, director, or employee of the Insured.

(c) for purposes of demonstration which shall include driving by the person to whom the insured vehicle is being demonstrated provided that such person is accompanied by a fully licensed driver who shall be either the Insured or a member, director, or employee of the Insured.

(2) It is a condition precedent to any liability of the company under this Section that the Insured shall regularly record in a proper wage register the name of every employee together with the wages, salary, commission, and other consideration paid or allowed to such employee and shall immediately record in such wage registerthe date of engagement and of discharge of each employee.

Part 2: Named driver basis.

The cover under this Section shall only be operative whilst the insured vehicle is being driven by or is for the purpose of being driven by him/her in the charge of any person whose name is mentioned under the heading "NAMED DRIVERS" in the schedule provided that such person is the Insured or a member, director or employee of the Insured and the insured vehicle is being used.

(a) for business purposes of the insured.

(b) for purposes of tuition provided that the person being taught to drive is complying with the law in force relating to learner- drivers and is accompanied by any person whose name is mentioned under the heading "NAMED DRIVERS" in the schedule.

(c) for purposes of demonstration which shall include driving by the person to whom the insured vehicle is being demonstrated provided that such person is accompanied by any person whose name is mentioned under the heading "NAMED DRIVERS" in the schedule.

(d) for social, domestic and pleasure purposes (whether such use is incidental to the business of the Insured or not) by any person whose name is mentioned under the heading "NAMED DRIVERS" in the schedule.

Part 3: Trade plate basis

The cover under this Section shall only be operative whilst the insured vehicle carrying in the manner and for purposes prescribed by law a trade plate bearing any trade registration number which is mentioned under the heading "TRADE REGISTRATION NUMBERS" in the schedule and is being used.

(a) for business purposes of the Insured by the Insured or a member, 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.

(b) for purposes of tuition, provided that the person being taught to drive is complying with the law in force relating to learner- drivers and is accompanied by a fully licensed driver who shall be either the Insured or a member, director, or employee of the Insured.

(c) for purposes of demonstration which shall include driving by the person to whom the insured vehicle is being demonstrated provided that such person is accompanied by a fully licensed driver who shall be either the Insured or a member, director, or employee of the Insured.

(d) for social, domestic and pleasure purposes (whether such use is incidental to the insured or not) by any person other than the Insured or a member, director, or employee of the Insured.

Appendix 2 - Extensions

It is expressly declared and agreed that.

(a) only those of the following Extensions which are specifically stated in the schedule as being included, shall be regarded to apply to this Section.

(b) the following Extensions (each individually) shall be subject otherwise to all the terms, exceptions, and conditions of this section and all the terms, exceptions, and conditions (in so far as they can apply) of this policy, as if they had been incorporated in such Extension.

(1) Extension regarding use for social, domestic and pleasure purposes

In consideration of the payment of an additional premium which is included in the premium on this Section and not withstanding anything contained to the contrary in this Section, it is hereby declared and agreed that the indemnity provided by this Section is extended to apply whilst any insured vehicle is being used for social, domestic and pleasure purposes by any person whose name is mentioned in respect of this Extension in the schedule.

(2) Extension regarding loss of use of customers' vehicles

In consideration of the payment of an additional premium which is included in the premium on this Section, it is hereby declared and agreed that in the event of the company being liable to indemnify the Insured under Article I of this Section in respect of loss of or damage to any insured vehicle the property of a customer whilst the custody or control of the Insured the company will also indemnify the Insured notwithstanding anything contained to the contrary in Specific Exceptions (a) of the Specific Exceptions applicable to Article I of this Section against all sums which the insured shall become legally liable to pay as compensation for loss of use of such vehicle. Provided that the liability of the company in respect of any one occurrence, shall not exceed the amount stated in the schedule in respect of this Extension.

(3) Extension regarding unauthorized use of vehicles by employees

In consideration of the payment of an additional premium, which is included in the premium on this Section, it is hereby declared and agreed, that Specific Exceptions applicable to all Articles of this Section is cancelled.

(4) Extension regarding legal liability of passengers for acts of negligence

In consideration of the payment of an additional premium which is included in the premium on this Section, it is hereby declared and agreed that the company will at the request of the Insured indemnify in terms of Article II of this Section any person using the insured vehicle.

Provided always that such person.

(a) is not personally driving or in control of the insured vehicle.

(b) is not entitled to indemnity under any other policy.

(c) is not under the influence of intoxicating liquor or drugs.

(d) shall as though he were the Insured observe, fulfil and be subject to the terms, exceptions, and conditions of this Section and of this policy in so far as they can apply.

(5) Extension regarding legal liability in respect of passengers (applicable to motorcycles and motor scooters only)

In consideration of the payment of an additional premium which is included in the premium on this Section, it is hereby declared and agreed that Specific Exceptions applicable to Article II of this Section is cancelled.
Provided always that the liability of the company in respect of any one occurrence shall not exceed the amount stated in the schedule in respect of this Extension.

(6) Extension regarding driving of motorcycles

In consideration of the payment of an additional premium which is included in the premium on this Section, and notwithstanding anything to the contrary contained in this Section, it is hereby declared and agreed that the indemnity provided by this Section is extended to apply whilst any insured motor cycle or insured scooter is being driven by a person for the purpose of tuition or demonstration without being accompanied by the Insured or a member, director or employee of the Insured.

Appendix 3 - Modifications

It is expressly declared and agreed that.

a) only those of the following Modifications which are specifically stated in the schedule as being included, shall be regarded to apply to this Section.

b) the following Modifications (each individually) shall otherwise be subject to all the terms, exceptions, and conditions of this Section and all the terms, exceptions, and conditions (in so far as they can apply) of this policy, as if they had been incorporated in such Modifications.

1. Cover for motorcycles and motor scooters only

It is hereby declared and agreed that the expression "insured vehicle" used in this Section shall bear the following meaning and not as stated in the Definitions of this Section:

any two wheeled motorcycle or motor scooter (including any side car attached thereto) the property of or in the custody of the Insured, excluding any motor cycle or motor scooter the property of the Insured and hired or sold under a hire purchase or suspensive sale or other deferred ownership agreement unless such motor cycle or motor scooter is in the custody or control of the Insured at the time of the occurrence of the event out of which any claim arises.

2. Cover for special type vehicles only

It is hereby declared and agreed that the expression "insured vehicle" used in this Section shall bear the following meaning and not as stated in the Definitions of this Section:

Any tractor, agricultural, horticultural, or forestry vehicle of load and earth moving equipment, lift truck or mobile crane (hereafter termed "Special Type Vehicle") the property of or in the custody or control of the Insured (excluding any "Special Type Vehicle", the property of the Insured and hired or sold under a hire purchase or sold under a hire purchase or suspensive sale or other deferred ownership agreement unless such "Special Type 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) and any vehicle (mechanically-propelled or otherwise) attached to any aforementioned "Special Type Vehicle" for the purpose of being towed or salvaged.

3. Exclusion of own vehicles

It is hereby declared and agreed, notwithstanding anything to the contrary contained in this section, that the expression "insured vehicle" used in this Section is deemed not to include any vehicle the property of the Insured, registered in the name of the insured or the insured business.

4. Exclusion of demonstration risk

It is hereby declared and agreed that, notwithstanding anything to the contrary contained in this Section, the company shall be under no liability whilst any insured vehicle is being used for the purpose of demonstration.

5. Exclusion of legal liability in respect of passengers

It is hereby declared and agreed that the company shall not be liable under Article II of this Section in respect of death of or injury to any person being carried in or upon or getting onto or entering or alighting from any insured vehicle at the time of the occurrence of the event out of which any claim arises.

6. Restricted cover (third party, fire, and theft)

It is hereby declared and agreed that.

the liability of the company under Article I of this Section shall be restricted solely to loss or damage resulting from fire, self-ignition, lighting, or explosion and to loss or damage by theft or any attempt thereat.

the Clause regarding No Claim Rebate is cancelled.

7. Third party only cover

It is hereby declared and agreed that Article I and the Clause regarding No Claim Rebate of this Section are cancelled.

Building Construction Section

Defined Events

Fortuitous Physical Damage to the Insured Property as defined hereunder, during the period of construction at the Contract Site

Definitions Insured Property

Insured Property shall be the permanent works and all materials and equipment for work thereon or for incorporation into the permanent works or temporary works for which the Insured is responsible and free issue material supplied by the Employer/Principal to the extent that the value thereof is included in the Sum Insured and for which they are responsible and which they are required to insure and pertaining to the Insured Contracts as described in the Policy Schedule.

Temporary Works shall be deemed to be structures or works (not being part of the Permanent Works) used or intended for use on the Insured Contract(s) the cost of which has been included in the Estimated Contract Value and which does not comprise Contractor's Plant (including Hired-in Plant)

Cover in respect of damage to Temporary works shall specifically exclude all costs incurred to maintain such temporary works and the indemnity shall be limited to the labour, plant and transit cost involved in reinstating such structures and works.

Where the Insured Contractor is responsible for all loss or damage to an existing building which has been vacated and which the contractor has taken into his possession the superstructure of the building may be included as free issue material provided that the Insurer has agreed, and the value of such property has been declared and reflected in the Policy Schedule

Handover

It is agreed and understood that otherwise subject to the terms, exclusions, provisions, and conditions contained in the policy or endorsed thereon, the following shall apply to this insurance:

Handover shall mean a certificate of practical completion, certificate of completion, certificate of handover or similar document transferring the risk in the Property Insured to the Client and shall include implied transfer where such document has not been issued but the contractor has been paid in full (excluding any retention amount payable at final completion) or where a final payment certificate has been issued or where the Insured has left site permanently (notwithstanding any defects liability period obligations)

Period of cover

The liability of the Insurers shall be limited to the Period of Insurance reflected in the Policy Schedule attaching to and forming part of the Policy, provided always that such liability shall not attach prior to the commencement of the Insured Contract described in the Schedule at any site (including whilst in transit, including loading and unloading, or whilst temporarily stored at any premises on route to or from The Contract Site within the Territorial Limits subject to the applicable Limits of Liability reflected in the Schedule). The Insurers' liability expires for the whole or part of the insured contract works taken over (Handover) or put into service or use.

At the latest the insurance shall expire on the date specified in the Schedule. Any extensions of the period of insurance are subject to the prior written consent of the Insurers.

The Insured Contract

The definition of an Insured Contract shall be either the specific contract described in the Policy Schedule or any Contract commencing after the inception of the Policy provided always that the description of such Contract falls within the Insured's declared Business activities.

Surrounding Property

Surrounding Property is defined as existing fixed property belonging to the Principal or Employer which is in the care, custody, and control of the Insured for the duration of the Insured Contract for work thereon and excludes property solely used to access the area where the works is performed.

The Insurer's liability in respect of such existing property is limited to the market value of such property which is damaged in direct consequence of the performance of the contract provided the costs to rectify the damage does not exceed the Limit of Indemnity provided for this extension of cover.

Excluded Contracts

The Insurer may on request extend cover for excluded contracts at terms to be agreed and endorsed on the Policy.
The Insurer will not be liable for excluded contracts and no cover is provided for Contracts or any undertaking or work by or on behalf of the Insured which is hereinafter excluded unless the Policy is endorsed prior to inception of such work or undertaking.

The following Contracts are excluded: -

1. Contracts where the estimated value at award (including the cost of free issue materials) exceeds the Policy Limit of Indemnity or Maximum Contract Value or Maximum Value per Contract reflected in the Schedule.
2. Contracts with a duration at inception which exceeds the limit in the policy Schedule.
3. Contracts which exceed 1 years in duration
4. Contracts on an existing airport runway or airstrip or in or on any aircraft unless otherwise agreed.
5. Contracts in or on waterborne vessels
6. Contracts involving harbours, jetties, piers, wharfs, dams unless such works is done from shore or temporary works connected to shore.
7. Contracts involving underground mining, tunnelling, shaft-sinking, underground work, or any underground activity other than excavations for normal foundations or basements.
8. Contracts which commenced prior to inception of the Policy unless agreed to by endorsement.

Warranties

Insurers will indemnify the Insured provided always that: -

1. Cover is subject to the Insured taking all reasonable precautions in appointing qualified contractors with experience and a proven track record and to prevent loss, damage or liability and comply with statutory requirements and suppliers' recommendations and take reasonable precautions to protect the insured property.
2. Cover shall be provided only where a written contractual agreement between the parties is in place.
3. Cover will be provided only for contracts which commence during the Period of Insurance and cover shall cease if the policy or this extension is not renewed or cancelled.
4. Theft & Malicious Damage - It is agreed and understood that Insurer s liability in respect of theft of materials from site where the materials cannot be secured is subject to the Insured taking reasonable precautions to prevent the theft of or malicious damage to such materials. Reasonable precautions shall include the provision of qualified security personnel on site, regular patrols and delivering only such materials to site as will be incorporated into the works during the day.

Special exclusions

The Insurers shall not, however, be liable for

1. The deductible stated in the Schedule to be borne by the Insured in any one occurrence.
2. Consequential loss of any kind or description whatsoever including penalties, losses due to delay, lack of performance, loss of contract.
3. Loss or damage to machinery or plant which has operated under load conditions prior to the commencement of the Insured Contract due to its own electrical or mechanical breakdown or explosion.
4. loss of or damage to the Property Insured arising during transit or off-site storage.
5. Loss of or damage to any part of the Property Insured under this Section due to electrical or mechanical breakdown or explosion occurring after Testing Period specified on which that part of the Property Insured has operated under load (whether partial or full load) whether before or after the introduction of feedstock or other raw materials if applicable. The Testing Period shall exclude any period during which hydrostatic pneumatic and non-energized electrical mechanical or electronic tests have been carried out.
6. Loss or damage due to testing or commissioning in respect of:
    a. any Property Insured which had operated under load conditions prior to the commencement of the Insured Contract
    b. due to any part of the Property Insured which had operated under load conditions prior to commencement of the Insured Contract provided always that this will only apply to the item of the Property Insured into which such part is integrated.
7. The cost of repairing replacing or making good any part of the Insured Property which is defective in Material, Workmanship, Design, Plan, Specification, but this exclusion shall be limited to the Property immediately affected and shall not be deemed to exclude loss or damage to correctly executed items resulting from an accident due to such defective Material, Workmanship, Design, Plan or Specification; the Policy shall exclude loss or damage howsoever arising, directly or indirectly due to defects introduced into the works prior to inception of cover.

8. The cost of re-design improvement betterment or alteration on the occasion of repair replacement or reinstatement.
9. Wear and tear, corrosion, oxidation, deterioration due to lack of use and normal atmospheric conditions.
10. Loss or damage to construction plant, scaffolding, equipment, and construction machinery
11. Loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidence of debt, notes, securities,
12. Loss or damage discovered only at the time of taking an inventory or routine inspection and which is not identifiable by the Insured with a specific incident notified to the Insurers immediately upon its occurrence.
13. Malicious damage loss or damage of materials abandoned for any period of time unless reasonable precautions such as security guards, patrols and regular inspections are undertaken during the time that the material is unattended.
14. loss or damage following cessation of work and abandonment of the Insured Contract Site unless reasonable measures had been taken to prevent such loss or damage. The Policy cover will cease in respect of any site or part of a site which had been abandoned for a period exceeding 90 consecutive days.
15. Loss of or damage to the permanent works or part thereof occurring during any contractual defects, liability, or maintenance period other than from:
    a. a cause occurring prior to commencement of such period.
    b. any act or omission of the Contractor and/or Sub-Contractor his servants or agents in the course of the work carried out in pursuance of the Contractor's obligations with regard to maintenance under the Contract.
16. The cost of continuous dewatering to maintain working conditions following ingress into The Property Insured of the normally expected inflow of water naturally occurring underground sources.
17. Physical loss of or damage to installed refractory linings arising from and after the first application of heat.
18. Loss of operational media or refrigerant unless specified.
19. loss or damage to work in progress and completed works not handed over during any period when the site or part thereof is not occupied unless the Insured can prove that necessary and reasonable precautions were taken to prevent loss or damage.
20. Loss or damage due to any defect introduced into the works prior to inception of the policy.

Specific Memoranda Memo

1 - Sums Insured

It is a requirement of this insurance that the sums insured stated in the Schedule shall not be less than the tender amount at inception including the value of all materials, wages, freight, customs duties, dues, and materials or items supplied by the principal; the Sum Insured shall be deemed to increase by 20% in respect of amendments to the Insured Contract provided that the Insured agrees to declare all changes to the scope of works and pay the additional premium.

Memo 2 - Basis of Loss of Settlement

It is agreed that:

1. The Insurers may at their option, replace, reinstate, or pay cash in lieu of repairs.

2. In the event of loss of or damage to the Property Insured which forms a valid claim under this section of the Policy the basis of loss settlement shall include:

    a) The cost of repair, reinstatement, or replacement of the Property Insured at the time of reinstatement of the loss or damage, including supplementary charges such as packing costs, freight, customs dues erection.

    b) Establishment and supervisory charges incurred in connection with repair, reinstatement, or replacement to the extent that such costs are includes in the Sum Insured.

    c) Any costs incurred, subject to the Limit of Indemnity for Removal of Debris reflected in the Schedule.

        i. In the dismantling, demolition, clearance or removal of silt or water or debris or wreck of the Property Insured and providing erecting and maintaining of any hoarding, fences and similar structures required in making good or restoring site subject always to the Removal of Debris limit of indemnity in the policy schedule.

        ii. In complying with the requirements of Contract or any Statutory Body provided always that provision for such costs were made in the Sum Insured.

    d) Any Architects', Surveyors', Quantity Surveyors', Consulting Engineers', legal and/or other professional fees in connection with replacement or reinstatement of Property Insured to **the extent that such costs are included in the sum insured**, all necessarily and reasonably incurred by the insured, but not in respect of any redesign, improvement, or extension to the Property.

Provided always that the total amount recoverable shall not exceed the Limit of Indemnity specified in the Schedule plus the cost of any additional extensions of cover provided which are subject to limits.
The Insurers will make payments only after being satisfied by production of the necessary bills and documents that the repairs have been affected or replacement has taken place, as the case may be.

The cost of any alterations, additions and/or improvements shall not be recoverable under this Policy.

Memo 3 – Removal of Debris – Additional Cover (if applicable)

The Insurer will indemnify the Insured in respect of all costs reasonably or necessary incurred by the Insured in respect of the removal or clearance of debris, water and the like and in providing erecting and maintaining any hoarding required during demolition site clearing or reconstruction or in protecting the property insured against further loss or damage regaining access to the Works on restoring working conditions following an occurrence Insured by this policy notwithstanding that no physical loss or damage to the Insured Property has occurred provided that Insurer's liability shall be restricted to the amount stated in the schedule.

Memo 4 – Own Surrounding Property Extension (if applicable)

Subject otherwise to the Exceptions and Conditions of the Policy, the Policy is extended to indemnify the Insured against loss of or damage to existing fixed property not otherwise insured by this section of the Policy in the custody and control of the Insured for work thereon and arising directly from such work in the performance of the Insured Contract

Provided that:

a) This Indemnity shall not apply to loss or damage for which indemnity is provided or intended to be provided under another section of this Policy or any other Policy, nor any constructional plant, equipment or machinery used or intended for use in on the Contract.

b) The definition of Surrounding Property shall be limited to that part of the existing property in the custody and control of the Insured Contractor for work thereon.

The Liability of the Insurer under this extension shall not exceed the amount stated in the schedule.

c) In respect of each and every occurrence or series of occurrences arising from one original cause, under this extension shall be subject to the deductible as stated in the schedule.

d) the indemnity shall not apply to loss or damage to such property arising out of the intentional removal of support.

Memo 5– Beneficial Occupation (Applicable to Building Contracts only)

It is agreed and understood that otherwise to the terms, provisions, conditions and exclusions contained in this Policy or endorsed thereon, the Insurance shall be extended to cover loss of or damage to parts of the Insured Contract Works taken over or put into service by the Employer prior to the whole of the Property Insured being taken over provided always that Insurers have been requested to provided such cover and have agreed to extend cover. Beneficial occupation shall be limited to 3 months in the aggregate.

Memo 6 – Temporary Repairs

The Insurer shall not be liable for temporary repairs carried out without its consent or any consequence thereof unless such temporary repairs are necessary in the interests of safety or with the object of avoiding further loss or damage.

Memo 7 – Off Site Storage

Subject to the terms, conditions and exceptions of this Policy the insurance shall include physical loss of or damage to property arising out of the temporary storage of such property at any premises which has proper physical security and adequate security personnel within the Territorial Limits prior to dispatch to the Contract Site provided such property was purchased for incorporation into the Contract provided that Insurer's liability shall be restricted to the amount stated in the schedule.

Memo 8 – Claims Preparation Costs

It is hereby agreed that this insurance is extended to cover costs reasonably incurred by the Insured with the prior consent of the Insurers in producing or certifying any particulars or details required by the Insurers to substantiate the amount any claim hereunder. The liability of the Insurers for such costs in respect of any one occurrence shall not exceed the Limit of Indemnity stated in the Schedule.

Memo 9 – Escalation

The Insurers' liability for paying claims is based on the value of the property insured which is lost or damaged limited to the amount provided in the insured contract value for such property. Insurers agree to pay the actual escalation in value as a result of escalation in the value of materials and labour provided always that such increase in indemnity shall not exceed 15% of the original value unless otherwise stated in the Policy Schedule

Memo 10 – Currency Fluctuation

If during the period of insurance the actual reinstatement value of the insured Property or the Contract as a whole shall be in excess of the original Limit of Liability or Maximum Contract Value reflected in the Schedule due to changes in the exchange rate between the policy currency and the country of origin, then the indemnity provided herein shall be increased by the amount of such increase but not exceeding the percentage as may be reflected in the Schedule and never more than 15% of the Limit of Liability or Maximum Contract Value as detailed in the Policy Schedule Insured subject always to the Insured agreeing to pay the additional premium.

Memo 11 – Exchange Rate limitation

It is declared and agreed that the Insurers liability for any claims which are payable in any currency other than the South African Rand, shall be limited to the amount which would have been payable at the exchange rate applicable when the policy cover incepted which shall be increased by the limit allowed in the policy schedule but never more than 15% of the agreed Rand/Other Currency exchange rate.

Memo 12 – Work Away

It is declared and agreed that the Insurers will indemnify the Insured for loss or damage to property insured whilst temporarily at the manufacturer or repairers' premises provided that the Insurer will not be liable for electrical or mechanical breakdown or damage due to the misapplication of tools or damage due to any process requiring the application of heat.
The liability of the Insurers for such costs in respect of any one occurrence shall not exceed the Limit of Indemnity for this extension stated in the Schedule which shall be deemed to be nil if no limit is shown.

Memo 13 – Warrantee (Fittings & Fixtures)

It is declared and agreed that the Insurers will indemnify the Insured for loss or damage to property insured installed in buildings prior to handover provided always that the structure of the building must be complete and enclosed against the elements and criminals before the installation of wiring, cables, fittings, fixtures, appliances, machinery, and finishes.

Memo 14 – Hot Work

It is declared and agreed that the Insurers will not be liable to indemnify the Insured for loss or damage to property insured due to fire caused by "hot" work (welding/cutting/grinding or application of heat) unless the Insured has taken reasonable precautions to prevent the start and propagation of fire by means such as but not limited to: -

a) fire breaks
b) Isolating any combustible materials or liquids
c) Provision of adequate fire-fighting equipment and the presence of an employee trained to use such equipment to extinguish fire.
d) Inspection of hot work areas one hour after completion of such hot work

Special Conditions

Insured Parties

Subject to the terms, exceptions, and conditions it is agreed that the definition of the Insured shall include the Principal or Employer and the Contractor or sub-Contractor for their respective rights and interests as required in terms of the Contract(s) entered into between the Insured and such other parties.

Indemnity to Insured Parties

Subject to the terms, exceptions, and conditions it is agreed that: -

(a) other than work performed or undertaken by The Employer on his own behalf the Contract(s) entered into between the Employer and/or the Contractor(s) and/or Sub-Contractor(s) shall form the basis on which this Insurance is arranged.

(b) the Indemnity provided by this Policy shall only be granted to the insured parties to the extent required by the conditions of Contract(s) between the Employer Contractor(s) or Sub-Contractor(s) while engaged on the Contract Site in execution of the Insured Contract or while the Property Insured is in transit (including loading and unloading) or whilst such Property Insured is temporarily situated at other premises as provided herein.

(c) In respect of Manufacturers or Suppliers or Independent Project Managers, Consultants, Engineers, Architects, Quantity Surveyors, or any other professional party who may be deemed to be included as an Insured Party under this Policy,

The Insurance by this Policy shall not apply in respect of loss, damage or liability arising from any professional activity or off-site manufacturing.

Joint Ventures, Consortia and Partnerships included in the definition of The Insured shall be deemed to be a legal entity with rights more or no less extensive than any other party insured hereunder.

Insured Parties

Subject to the terms, exceptions, and conditions it is agreed that the definition of the Insured shall include the Contractor(s) and sub-Contractor(s) to the extent required by contract or agreement,

Annual Turnover

Annual Turnover shall be defined as the value of all contracts commencing within the period of insurance plus the value of free issue material (supplied by the employer or main contractor) and temporary works for each & every contract and any other contracting income. Value Added Tax must be added to the total amount.

Premium Adjustment

In the event of the Estimate Annual Turnover as defined in the Policy Schedule, being attained before the expiry of the Period of Insurance, the Insured shall declare such further Turnover as may be reasonably expected for the remainder of the Period of Insurance and shall be liable for any additional premium resulting from such Declaration. Should the Estimate Annual Turnover not be attained by the end of the Period of Insurance then the premium shall be appropriately adjusted to the Company retaining 85% of the initial Premium. However, in the case of an Annual Premium of R 10,000 or less the Premium retention will be 100%.

Cancellation

The Policy may be cancelled by the Insurer retrospectively to inception in the event of the non-payment of any premium due to the Insurer or by either the Insurer or Insured subject to a notice period of 30 days provided that.

1. if the Insurer gives notice of cancellation the Insurer shall refund the pro-rata proportion of the premium for the unexpired Period of Insurance less the full annual premium in respect of any contract which is or was the subject of an indemnifiable claim

2. if the Insured is paying the premium in instalments or by monthly debit order and the debit order has been dishonoured by the bank or the premium is not received by the Insurer within 14 days of the due date of the premium, then all cover under and in terms of this Policy will cease as from midnight on the last day of that month for which the Insurer has received payment.

3. The Insured shall be liable to pay the remainder of the full annual premium in respect of any contract which is or was the subject of a claim and agrees that the Insurer shall be entitled to offset such outstanding premium against the indemnity payment if the policy is cancelled prior to the payment of the claim.

4. If the Insured gives notice of cancellation the Insurer shall refund the pro-rata proportion of the premium for the unexpired period of Insurance less a cancellation fee equal to fifteen percent of the annual premium and the full annual premium in respect of any contract which is or was the subject of an indemnifiable claim

5. If this Policy is cancelled the onus shall be on the Insured to immediately cancel any automatic means of payment that may have been used to pay the premium prior to cancellation.

The Policy may be cancelled by the Insurer retrospectively to inception in the event of the non-payment of any premium due to the Insurer or by either the Insurer or Insured subject to a notice period of 30 days.